



<p><b>RETURN BIDS TO:</b> <b>RETOURNER LES SOUMISSIONS À:</b></p> <p><b>Bid Receiving - Environment Canada</b> <b>/ Réception des soumissions – Environnement Canada</b></p> <p><b>Electronic Copy:</b> <a href="mailto:ec.soumissions-bids.ec@canada.ca">ec.soumissions-bids.ec@canada.ca</a></p> <p><b>BID SOLICITATION</b> <b>DEMANDE DE SOUMISSIONS</b></p> <p><b>PROPOSAL TO: ENVIRONMENT CANADA</b></p> <p>We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.</p> <p><b>SOUSSION À:</b> <b>ENVIRONNEMENT CANADA</b></p> <p>Nous offrons d'effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s).</p>	<p><b>Title – Titre</b> Scientific and Technical Services in Support of Development of Draft Operational Planning for Removal of Invasive Predators to Burrow Nesting Seabirds in Scott Islands Marine National Wildlife Area</p>		
	<p><b>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP</b> 5000055225</p>		
	<p><b>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ)</b> 2021-01-25</p>		
	<p><b>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)</b>  at – à 3:00 P.M. on – le 2021-02-09</p>	<p><b>Time Zone – Fuseau horaire</b>  Eastern Standard Time</p>	
	<p><b>F.O.B – F.A.B</b></p>		
	<p><b>Address Enquiries to - Adresser toutes questions à</b> Heidi Noble <a href="mailto:heidi.noble@canada.ca">heidi.noble@canada.ca</a></p>		
	<p><b>Telephone No. – N° de téléphone</b> 905-319-6982</p>	<p><b>Fax No. – N° de Fax</b></p>	
	<p><b>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ)</b> 2022-03-31</p>		
	<p><b>Destination - of Services / Destination des services</b> British Columbia, Canada</p>		
	<p><b>Security / Sécurité</b> There is no security requirement associated with this requirement.</p>		
<p><b>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur</b></p>			
<p><b>Telephone No. – N° de téléphone</b></p>	<p><b>Fax No. – N° de Fax</b></p>		
<p><b>Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b></p>			
<p><b>Signature</b></p>	<p><b>Date</b></p>		

**TABLE OF CONTENTS**

**PART 1 – INFORMATION**

1. Security Requirement
2. Statement of Work
3. Debriefings

**PART 2 – BIDDER INSTRUCTIONS**

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Former public servants – Competitive Bid
4. Enquiries – Bid Solicitation
5. Applicable Laws
6. Basis for Canada's Ownership of Intellectual Property

**PART 3 - BID PREPARATION INSTRUCTIONS**

1. Bid Preparation Instructions

**PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

1. Evaluation Procedures
2. Basis of Selection

**PART 5 – CERTIFICATIONS**

1. Certifications Required Precedent to Contract Award

**PART 6 - RESULTING CONTRACT CLAUSES**

1. Security Requirement
2. Statement of Work
3. Standard Clauses and Conditions
4. Term of Contract
5. Authorities
6. Proactive Disclosure of Contracts with Former Public Servants
7. Payment
8. Invoicing Instructions
9. Certifications
10. Applicable Laws
11. Priority of Documents
12. Insurance Requirements

**List of Annexes:**

- Annex A Statement of Work  
Annex B Basis of Payment

**Scientific and Technical Services in Support of Development of Draft Operational Planning for Removal of Invasive Predators to Burrow Nesting Seabirds in Scott Islands Marine National Wildlife Area**

**PART 1 – GENERAL INFORMATION**

**1. Security Requirement**

1.1 There is no security requirement associated with this requirement.

**2. Statement of Work**

The Work to be performed is detailed under Annex A, Statement of Work of the resulting contract.

**3. Debriefings**

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

**PART 2 – BIDDER INSTRUCTIONS**

**1. Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the PWGSC *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The standard instructions 2003 are modified as follows:

**Under “Text” at 02:**

**Delete:** “Procurement Business Number”

**Insert:** “Deleted”

**At Section 02 Procurement Business Number**

**Delete:** In its entirety

**Insert:** “Deleted”

**At Section 05 Submission of Bids, Subsection 05 (2d):**

**Delete:** In its entirety

**Insert:** “send its bid only to Environment Canada (EC) as specified on page 1 of the bid solicitation or to the address specified in the bid solicitation;”

**At Section 06 Late Bids:**

**Delete:** “PWGSC”

**Insert:** “Environment Canada”

**At Section 07 Delayed Bids:**

**Delete:** “PWGSC”

**Insert:** “Environment Canada”

**At Section 08 Transmission by Facsimile, Subsection 08 (1):**

**Delete:** In its entirety

**Insert:** "Bids may be submitted by facsimile if specified in the bid solicitation."

**At Section 12 Rejection of Bid, Subsection 12 (1) a. and b.:**

**Delete:** In their entirety

**Insert:** "Deleted"

**At Section 17 Joint Venture, Subsection 17 (1) b.:**

**Delete:** "the Procurement Business Number of each member of the joint venture,"

**Insert:** "Deleted"

**At Section 20 Further Information, Subsection 20 (2):**

**Delete:** In its entirety

**Insert:** "Deleted"

**At Section 05 Submission of Bids, Subsection 05 (4)**

**Delete:** "sixty (60) days"

**Insert:** "one hundred and twenty (120) days"

**2. Submission of Bids**

- 2.1 Bids must be submitted to Environment Canada (EC) at the address and by the date, time and place indicated on page 1 of the bid solicitation.

**3. Former Public Servant – Competitive Bid**

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

**Definitions**

For the purposes of this clause, "former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c.C-17, the *Defence Services Pension Continuation Act*, 1970, c.D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c.R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c.R-11, the *Members of Parliament Retiring Allowances Act*, R.S., 1985, c.M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c.C-8.

#### **Former Public Servant in Receipt of a Pension**

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes ( ) No ( )**

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

#### **Work Force Adjustment Directive**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes ( ) No ( )**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

#### **4. Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must

be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

## **5. Applicable Laws**

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in British Columbia.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

## **6. Basis for Canada's Ownership of Intellectual Property**

Environment Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- (6.4.1) the main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.

## **PART 3 – BID PREPARATION INSTRUCTIONS**

### **1. Bid Preparation Instructions**

Canada requests that bidders provide their bid in separately bound sections as follows:

- Section I: Technical Bid (1 electronic copy)
- Section II: Financial Bid (1 electronic copy)
- Section III: Certifications (1 electronic copy)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of their bid.

#### **Note for electronic submission of bids:**

In order to be considered, bids must be received no later than 1500h (3 p.m.) (Eastern Standard Time) on the date and time indicated on the cover page to herein as the "Closing Date." Bids received after the Closing Date will be considered non-responsive and will not be considered for contract award. Bids submitted by email must be submitted ONLY to the following email address:

Email Address: [ec.soumissions-bids.ec@canada.ca](mailto:ec.soumissions-bids.ec@canada.ca)  
Attention: Heidi Noble  
Solicitation Number: 5000055225

Bidders should ensure that their name, address, Closing Date of the solicitation and Solicitation Number are clearly indicated in the body of their email. Bids and supporting information may be submitted in either English or French.

The total size of the email, including all attachments, must be less than 15 megabytes (MB). It is each Bidder's responsibility to ensure that the total size of the email does not exceed this limit.

Bids sent by fax will not be accepted.

It is important to note that emails systems can experience systematic delays and, at times, large attachments may cause systems to hold or delay transmission of emails. It is solely the Bidder's responsibility to ensure that the Contracting Authority receives a bid on time, in the mailbox that has been identified for bid receipt purposes. Date stamps for this form of transmission are not acceptable.

**Section I: Technical Bid**

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will carry out the Work

**Section II: Financial Bid**

1. Bidders must submit their financial bid in accordance with the Basis of Payment in Annex B. The total amount of Applicable Taxes must be shown separately.

**1.1 Price Breakdown**

In their financial bid, the bidders are requested to provide a detailed breakdown of the price for the following elements for each task of the Work, as applicable:

- (a) Professional fees (if applicable): For each individual and (or) labour category to be assigned to the Work, the bidders should indicate: i) the firm hourly rate or the firm daily rate, inclusive of overhead and profit; and ii) the estimated number of hours or days, as applicable. The bidders should indicate the number of hours in one working day.  
The professional fees must include the total estimated cost of all travel and living expenses that may need to be incurred for:
  - (i) Work described in Part 6, Resulting Contract of the bid solicitation required to be performed within British Columbia;
  - (ii) travel between the successful bidder's place of business and British Columbia; and
  - (iii) the relocation of resources.
- (b) Equipment (if applicable): The bidders should specify each item required to complete the Work and provide the pricing basis of each one, Canadian customs duty and excise taxes included, as applicable.
- (c) Materials and Supplies (if applicable): The bidders should identify each category of materials and supplies required to complete the Work and provide the pricing basis. The Bidder should indicate, on a per category basis, whether the items are likely to be consumed during the performance of any resulting contract.
- (d) Travel and Living Expenses (if applicable): The bidders should indicate the number of trips and the number of days for each trip, the cost, destination and purpose of each journey, together with the basis of these costs without exceeding the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the *National Joint Council Travel Directive* and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".
- (e) Subcontracts (if applicable): The bidders should identify all of the proposed subcontractors and provide in their financial bid for each one a price breakdown.
- (f) Other Direct Charges (if applicable): The bidders should identify all of the categories of other direct charges anticipated, such as long distance communications and rentals, providing the pricing basis for each and explaining the relevance to the work described in the resultant contract in part 6 of the bid solicitation.
- (g) Applicable Taxes: The bidders should indicate the Applicable Taxes separately.

**1.2 Bidders should include the following information in their financial bid:**

- (a) Their legal name; and
- (b) The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid; and any contract that may result from their bid.

**Section III - Certifications**

**1. Certifications Required Precedent to Contract Award**

Bidders must provide the required certifications Part 5.

**PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

**1. Evaluation Procedures**

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

An evaluation team composed of representatives of Canada will evaluate the bids.

**1.1 Technical Evaluation**

Except where expressly provided otherwise, the experience described in the bid must be the experience of the Bidder itself (which includes the experience of any companies that formed the Bidder by way of a merger but does not include any experience acquired through a purchase of assets or an assignment of contract). The experience of the Bidder's affiliates (i.e. parent, subsidiary or sister corporations), subcontractors, or suppliers will not be considered.

**1.1.1 Mandatory Technical Criteria – Refer to Attachment 1 to Part 4**

Mandatory criteria are assessed on a simple pass/fail basis. Bids that fail to meet any of the mandatory criteria will be considered non-responsive.

**1.1.2 Point Rated Technical Criteria – Refer to Attachment 1 to Part 4**

A proposal must obtain the required minimum score of 56 points in the technical evaluation criteria to be considered responsive.

**1.2 Financial Evaluation**

**1.2.1 Mandatory Financial Criteria**

Bids which fail to meet the Mandatory Financial Criteria will be declared non-responsive.

Number	Criterion	Met/Not Met	Page Number
MF1	The maximum budget allocated for this project must not exceed \$80,000.00 applicable taxes extra, including all labour, associated costs and subcontractors. Bids valued in excess of this amount will be considered non-responsive. This disclosure of project funds does not commit the Department to pay such an amount.		

**1.3 Evaluation of Price**

The price of the bid will be evaluated in Canadian dollars including any option periods, the Applicable Taxes excluded, Canadian customs and excise taxes included.

For evaluation purposes only, the price of the bid will be determined as follows:

Proposals will be evaluated out of 30 points



The proposal with the lowest price receives the maximum 30 points, and all higher priced proposals will be pro-rated relative to the lowest price

**2. Basis of Selection**

**2.1 Basis of Selection - Highest Combined Rating of Technical Merit and Price**

1. To be declared responsive, a bid must:
  - (a) comply with all the requirements of the bid solicitation;
  - (b) meet all mandatory financial criteria;  
and
  - (c) obtain the required minimum score of 56 points in the technical evaluation criteria.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The evaluation will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30 % for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 100 and the lowest evaluated price is \$55,000.00.

**Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)**

<u>Bidder</u>	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	90/100	70/100	80/100
Bid Evaluated Price	\$75,000.00	\$55,000.00	\$65,000.00
<u>Calculations</u>			
Technical Merit Score	$90/100 \times 70 = 63$	$70/100 \times 70 = 49$	$80/100 \times 70 = 56$
Pricing Score	$55/75 \times 30 = 22$	$55/55 \times 30 = 30$	$55/65 \times 30 = 25$
Combined Rating	85	79	81
Overall Rating	1 <sup>st</sup>	3 <sup>rd</sup>	2 <sup>nd</sup>

**ATTACHMENT 1 TO PART 4  
MANDATORY TECHNICAL CRITERIA AND RATED TECHNICAL CRITERIA**

**MANDATORY TECHNICAL CRITERIA:**

<b>NUMBER</b>	<b>MANDATORY TECHNICAL CRITERION</b>	<b>Reference to Page Number in Bid</b>	<b>Compliant (Yes / No)</b>
<b>MT 1</b>	The proposal must include a statement of understanding of the Work to be undertaken. The proposal must present a detailed work plan and describe how the Bidder would carry out the tasks to achieve the project objectives.		
<b>MT 2</b>	The Bidder must have completed a minimum of 2 projects at date of bid closing directly related to conducting predator eradication projects on remote seabird breeding islands		
<b>MT 3</b>	The Bidder must have completed a minimum of 1 project with invasive predator eradication programs on islands in British Columbia, Canada.		
<b>MT4</b>	The Bidder must have completed a minimum of 2 projects at date of bid closing directly related to biosecurity implementation and response on seabird islands.		

**POINT RATED TECHNICAL CRITERIA:**

Criteria #	Point Rated Technical Criteria	Reference to Page Number in Bid (Bidder to insert)	Maximum Points Available	Points Received
	<u>Work Plan</u> Understanding of project, methodology, milestones, approach, and limitations and proposed solutions			

RT 1	<p><u>Work Plan:</u></p> <p>Proposed work plan meets project scope, objectives and satisfies the statement of work. This should include the following key components:</p> <ul style="list-style-type: none"> <li>• understanding of project;</li> <li>• methodology,</li> <li>• milestones;</li> <li>• approach; and</li> <li>• limitations and proposed solutions</li> </ul> <p>The Bidder has provided a detailed and clear description of its work plan and addresses each component. <b>(10 points)</b></p> <p>The Bidder has provided a description of the work plan but that lacks details in one of the key components. <b>(8 points)</b></p> <p>The Bidder has provided a description of the work plan that will be used that lacks details in two of the key components. <b>(6 points)</b></p> <p>The Bidder has provided a description of the work plan that will be used that lacks details in three of the key components. <b>(4 points)</b></p> <p>The Bidder has provided a description of the work plan that will be used that lacks details in four of the key components. <b>(2 points)</b></p> <p>The Bidder has provided a description of the work plan that will be used that lacks details in all of the key components. <b>(0 point)</b></p>		10	
------	--	--	----	--

RT 2	<p><u>Understanding of Project:</u></p> <ul style="list-style-type: none"> <li>The bid is very well defined and comprehensive. Demonstrates a strong understanding of the project objectives and needs. <b>(10 points)</b></li> <li>The bid is adequately defined but missing minor elements. Demonstrates an acceptable understanding of the project objectives and needs. <b>(5 points)</b></li> <li>The bid does not contain an explanation of the Bidder's understanding of the Work. Does not clearly demonstrate that the Bidder understands the requirements well enough to complete the project. <b>(0 point)</b></li> </ul>		10	
RT 3	<p><u>Methodology:</u></p> <ul style="list-style-type: none"> <li>The methodology is clear, logical, comprehensive and addresses expectations in meeting project objectives and fulfilling each task under the Statement of Work. <b>(10 points)</b></li> <li>The methodology is clear, logical and meets expectations in achieving project objectives and fulfilling each activity under the Statement of Work. <b>(5 points)</b></li> <li>The methodology is weak and confusing and is not expected to meet the objectives. <b>(0 point)</b></li> </ul>		10	
RT 4	<p><u>Milestones and Approach:</u></p> <ul style="list-style-type: none"> <li>The Bid clearly identifies the milestones, timelines and deliverables for all of the requirements in the Statement of Work. <b>(5 points)</b></li> <li>The Bid is missing information related to the proposed resources, milestones, timelines and deliverables for the requirements identified in the Statement of Work. <b>(0 point)</b></li> </ul>		5	

RT 5	<p><u>Limitations and Proposed Solutions:</u></p> <p><i>The Bidder should demonstrate its ability to recognize possible problems, propose solutions, and additional innovative and feasible suggestions.</i></p> <p>The bid has identified possible problems and includes proposed solutions that are innovative, feasible and efficient. <b>(10 points)</b></p> <p>The bid has identified possible problems and includes proposed solutions which are innovative and feasible but are not efficient. <b>(8 points)</b></p> <p>The bid has identified possible problems and includes proposed solutions but which are not innovative, feasible or efficient. <b>(6 points)</b></p> <p>The proposal has identified possible problems but does not include any proposed solutions. <b>(3 points)</b></p> <p>The proposal has not identified any possible problems. <b>(0 point)</b></p>		10	
<u>Experience of the Bidder</u>				
RT 6	<p>The Bidder should have completed previous projects specific to predator eradication/control at date of bid closing, with particular consideration for:</p> <ul style="list-style-type: none"> <li>• <i>experience with invasive mammalian predator eradication programs</i></li> <li>• <i>experience with predator eradication on seabird islands</i></li> </ul> <p><b>2 point per project starting at 3 projects up to a maximum of 10 points</b> <i>The first 2 projects are mandatory for MT2</i></p>		10	

RT 7	<p>The Bidder should have completed previous projects specific to biosecurity planning, implementation or response, with particular consideration for:</p> <ul style="list-style-type: none"> <li>• design of biosecurity protocols on remote seabird islands</li> <li>• implementation of biosecurity measures on remote seabird islands</li> </ul> <p><b>2 point per project starting at 3 projects up to a maximum of 10 points</b>  <i>The first 2 projects are mandatory for MT4</i></p>		10	
RT 8	<p>The Bidder should provide evidence of publications or technical reports, authored or co-authored, on the subject matter of predator eradication and/or biosecurity.</p> <p>The Bidder should demonstrate this by providing links or copies of the publications/technical reports with its bid.</p> <p><b>5 points per publication/technical report up to a maximum of 15 points)</b></p>		15	
	<p><b>Total Points:</b></p> <p><b>(Minimum points: 56 points)</b></p>		80	

## **PART 5 - CERTIFICATIONS**

Bidders must provide the required certifications and associated information to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

### **1. Certifications Required Precedent to Contract Award**

#### **1.1 Integrity Provisions - Associated Information**

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

#### **1.2 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Employment and Social Development Canada (ESDC) - Labour's website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

### **2. Additional Certifications Required Precedent to Contract Award**

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

#### **2.1 Status and Availability of Resources**

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder



and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

## **2.2 Education and Experience**

*SACC Manual* clause A3010T (2010-08-16) Education and Experience

## **PART 6 - RESULTING CONTRACT** *(at contract award, delete this line)*

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation *(at contract award, delete this sentence and insert the title)*.

**Title:** *(insert title at contract award)*

### **1. Security Requirement**

1.1 There is no security requirement applicable to this Contract.

### **2. Statement of Work**

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

### **3. Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the PWGSC *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### **3.1 General Conditions**

2010B (2020-05-28) General Conditions - Professional Services (Medium Complexity), as modified below, apply to and form part of the Contract.

General conditions 2010B is modified as follows:

#### **At Section 12 Transportation Costs**

**Delete:** In its entirety

**Insert:** "Deleted"

#### **At Section 13 Transportation Carriers' Liability**

**Delete:** In its entirety.

**Insert:** "Deleted"

#### **Insert Subsection: "36 Liability"**

"The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract."

#### **A. For professional services requirements where the deliverables are copyrightable works:**

##### **Canada to own Intellectual Property rights in Copyright**

##### **At Section 19 Copyright**

**Delete:** In its entirety

- Insert:**
1. In this section:  
"Material" means anything that is created or developed by the Contractor as part of the Work under the Contract, and in which copyright subsists.  
"Background Information" means all Intellectual Property that is not Foreground Information that is incorporated into the Work or necessary for the performance of the Work and that is proprietary to or the confidential information of the Contractor, its subcontractors or any other third party;  
"Foreground Information" means all Intellectual Property first conceived, developed, produced or reduced to practice as part of the Work under the Contract;
  2. Material that is created or developed by the Contractor as part of the Work under the Contract belongs to Canada. The Contractor must incorporate the copyright symbol and either of the following notices, as appropriate: © Her Majesty the Queen in right of Canada (year) or © Sa Majesté la Reine du chef du Canada (année).
  3. At the request of the Contracting Authority, the Contractor must provide to Canada, at the completion of the Work or at such other time as the Contracting Authority may require, a written permanent waiver of moral rights as defined in the [Copyright Act](#), R.S., 1985, c. C-42, in a form acceptable to the Contracting Authority, from every author that contributed to the Work. If the Contractor is an author, the Contractor permanently waives the Contractor's moral rights.
  4. All Intellectual Property Rights in the Material belongs to Canada as soon as they come into existence. The Contractor has no right in or to any such Intellectual Property except any right that may be granted in writing by Canada.
  5. The Contractor also grants to Canada a non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free license to use the Background Information to the extent that this information is required by Canada to exercise its rights to use the Material. This license cannot be restricted in any way by the Contractor providing any form of notice to the contrary, including the wording on any shrink-wrapped license attached to any deliverable.

#### **4. Term of Contract**

##### **4.1 Period of the Contract**

The period of the Contract is from date of Contract to March 31, 2022 inclusive.

#### **5. Authorities**

##### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Environment and Climate Change Canada  
Procurement and Contracting  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
Email address: \_\_\_\_\_

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

##### **5.2 Technical Authority**

The Technical Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
Email address: \_\_\_\_\_

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

**5.3 Contractor's Representative**

The Contractor's Representative for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
Email address: \_\_\_\_\_

**6. Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

**7. Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ \_\_\_\_\_ (*insert the amount at contract award*). Customs duties are \_\_\_\_\_ (*insert "included", "excluded" OR "subject to exemption"*) and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

**7.2 Limitation of Expenditure**

- (a) Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. Customs duties are (*insert "included", "excluded" or "subject to exemption"*) and Applicable Taxes are extra.
- (b) No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- (i) when it is 75 percent committed, or
- (ii) four (4) months before the contract expiry date, or
- (iii) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

- (c) If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

**8 Invoicing Instructions**

**8.1 Milestone Payments**

- (a) Canada will make milestone payments in accordance with the Schedule of Milestones detailed below and the payment provisions of the Contract if:
  - (i) an accurate and complete claim for payment and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
  - (ii) all such documents have been verified by Canada;
  - (iii) all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.

**8.2 Schedule of Milestones**

The schedule of milestones for which payments will be made in accordance with the Contract is as follows:

**Milestones:**

<b>Table of Milestones</b>	
<b>Deliverables</b>	<b>Schedule</b>
Project initiation meeting	March 1, 2021
Approved work plan	March 31, 2021
Progress Report	May 1, 2021
Progress Report	July 2, 2021
Progress Report	January 6, 2022
Final report(s) and supporting materials.	March 31, 2022

**9. Certifications**

**9.1 Compliance**

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

**10. Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in British Columbia.

**11. Priority of Documents**

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) Modified 2010B General Conditions - Professional Services (Medium Complexity) (2020-05-28)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated \_\_\_\_\_, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: "as clarified on \_\_\_\_\_" or "as amended on \_\_\_\_\_" and insert date(s) of clarification(s) or amendment(s).*)

**12. Insurance Requirements**

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

**ANNEX A  
STATEMENT OF WORK**

**TITLE**

Scientific and Technical Services in Support of Development of Draft Operational Planning for Removal of Invasive Predators to Burrow Nesting Seabirds in Scott Islands Marine National Wildlife Area

**1.0 PURPOSE**

**1.1 OBJECTIVE**

To engage the services of a contractor who has the knowledge and expertise to:

- 1) Research, develop and design methodologies and approaches for pre-eradication efforts to target removal of invasive mammalian predators (American mink and raccoon).
- 2) Review and assess pre-eradication ecosystem monitoring approaches to develop a monitoring plan that will allow for effective measurement of island habitat restoration and conservation goals, including biosecurity planning.
- 3) Review and compile necessary background information and expertise to assess the logistics and challenges to develop a draft operational plan to successfully remove invasive predators from Cox and Lanz islands in the Scott Island archipelago – including assessment of gaps in mapping and detailed topographical coverage of target islands.

**1.2 BACKGROUND**

Environment and Climate Change Canada's Canadian Wildlife Service (CWS) requires specialized expertise in biological knowledge and implementation of techniques and approaches related to removal of invasive mammalian predators from remote offshore seabird islands.

The Scott Islands marine National Wildlife Area (SI mNWA) comprises over 11,500 km<sup>2</sup> of marine environment located off the northwestern tip of Vancouver Island, British Columbia. The marine NWA surrounds the Scott Islands, an archipelago that supports the largest concentration of breeding seabirds in Pacific Canada and hosts millions of nesting seabirds each year, including 90% of Canada's tufted puffins, and 74% of Canada's Cassin's auklet (55% of the global population). The Scott Islands marine NWA was established for the conservation of migratory seabirds, species at risk, and the habitats, ecosystem linkages and marine resources that support these species.

Of the five islands that comprise the Scot Islands archipelago, almost all of the breeding birds occur on Triangle Island. The two largest islands in the chain, Cox and Lanz, no longer support burrowing seabird breeding populations due to the presence of introduced mink and raccoon. Given the distance of the islands from the mainland and the distances between islands in the archipelago, initial feasibility assessments have determined that removal of predators from Cox and Lanz islands is possible and could provide a significant increase in available seabird breeding habitat.

As part of the management planning for the Scott Islands marine NWA, Environment and Climate Change Canada requires the expertise and skills of a qualified contractor with relevant knowledge, background and experience to assist in providing necessary planning and recommendations to operationalize the feasibility assessments for the removal of introduced predators from Cox and Lanz islands within the SI mNWA.

**2.0 REQUIREMENTS**

**2.1 THE WORK**

The Contractor will provide technical expertise to assist Environment and Climate Change Canada in advancing the framework to operationalize planning for the removal of introduced, invasive mammalian predators from two remote offshore islands that will include:

- Review and assessment of available alternatives to operationalize removal of American mink and raccoon from Cox and Lanz islands to provide recommendations on methodologies and approaches, including implementation of pre-eradication trials to test efficacy of proposed methodologies
- Review of biosecurity measures and approaches and provide recommendations that may be employed to prevent introduction of new invasive predators to the target islands, during and after primary predator removal efforts, with a focus on rats and mice.
- Review applicable ecosystem monitoring approaches and provide recommendations for a comprehensive monitoring plan that is able to quantify and measure intended conservation outcomes between pre and post eradication conditions.
- Assessment of site specific logistical considerations to Cox and Lanz islands in order to assess and validate any recommended approaches for implementation of a predator eradication program. This may include a detailed geographic assessment of the islands to assess existing mapping and topographical gaps.

### **3.2 DELIVERABLES & PROJECT SCHEDULE**

The Contractor will provide the following:

1. Written report(s) of recommendations and supporting materials outlining next steps and a framework to operationalize a program for the implementation of removal of invasive mammalian predators from Cox and Lanz islands

<b>Table of Milestones</b>	
<b>Deliverables</b>	<b>Schedule</b>
Project initiation meeting	March 1, 2021
Approved work plan	March 31, 2021
Progress Report	May 1, 2021
Progress Report	July 2, 2021
Progress Report	January 6, 2022
Final report(s) and supporting materials.	March 31, 2022

The deliverables must be submitted electronically to the Technical Authority.

### **3.3 OFFICIAL LANGUAGE**

#### **Format and Language of Deliverables**

1. All written deliverables must be submitted in English.

### **3.4 DEPARTMENTAL SUPPORT**

The Technical Authority will liaise with the Contractor, coordinate as necessary with other Environment and Climate Change Canada staff and respective experts, provide background documentation as required and confirm digital formats for deliverables.

### **3.5 TRAVEL**

Any travel required for the execution of the required tasks is the responsibility of the Contractor.

### **3.6 ACCEPTANCE**

All deliverables are subject to the approval and acceptance of the Technical Authority. All work is to be performed to the satisfaction of Environment Canada. Payment under this contract is subject to satisfactory completion of milestones and deliverables, as per the Payment Schedule.



**ANNEX B  
BASIS OF PAYMENT**

The Contractor will be paid as follows:

Table of Milestones	
Deliverables	Percentage of Price
Project initiation meeting	
Approved work plan	50%
Progress Report	10%
Progress Report	10%
Progress Report	10%
Final report(s) and supporting materials	20%

**Total Bid Price \$** \_\_\_\_\_ **(applicable taxes extra)**