



|   |  |  |                                   |
|---|--|--|-----------------------------------|
| <p><b>RETURN BIDS TO:</b><br/><b>RETOURNER LES SOUMISSIONS À:</b></p> <p><b>Bid Receiving - Environment Canada</b><br/><b>/ Réception des soumissions –</b><br/><b>Environnement Canada</b></p> <p><b>Electronic Copy:</b><br/>soumissionsbids@ec.gc.ca</p> <p><b>BID SOLICITATION</b><br/><b>DEMANDE DE SOUMISSIONS</b></p> <p><b>PROPOSAL TO: ENVIRONMENT</b><br/><b>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>SOUMISSION À:</b><br/><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><br/><b>Phragmites Winter Mechanical Management at the Big Creek and Long Point National Wildlife Areas</b></p>                 |  |                                   |
|   | <p><b>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP</b><br/>5000059090</p>  |  |                                   |
|   | <p><b>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ)</b><br/><b>2021-09-21</b></p>                             |  |                                   |
|   | <p><b>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)</b><br/><br/>at – à 2:00 P.M.<br/>on – le 2021-11-01</p> | <p><b>Time Zone – Fuseau horaire</b><br/>Eastern Daylight Time</p> |                                   |
|   | <p><b>F.O.B – F.A.B</b></p>  |  |                                   |
|   | <p><b>Address Enquiries to - Adresser toutes questions à</b><br/>Anthony De Flavis</p>   |  |                                   |
|   | <p><b>Telephone No. – N° de téléphone</b><br/>514-283-5958</p>   |  | <p><b>Fax No. – N° de Fax</b></p> |
|   | <p><b>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ)</b></p>   |  |                                   |
|   | <p><b>Destination - of Services / Destination des services</b><br/>See Herein</p>  |  |                                   |
|   | <p><b>Security / Sécurité</b><br/><i>There is no security requirement associated with this requirement.</i></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) /</b><br/><b>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>   |                                   |



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## **TITLE – Winter Mechanical Management of Phragmites Australis at the Big Creek and Long Point National Wildlife Areas**

### **PART 1 - GENERAL INFORMATION**

#### **1. Introduction**

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;

Part 5 Certifications: includes the certifications to be provided;

Part 6 Security, Financial Bid and Other Requirements: includes specific requirements that must be addressed by bidders; and

Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Attachments include the List of Suppliers, Financial Bid Presentation Sheet, Mandatory Technical Criteria And Point Rated Technical.

The Annexes include the Statement of Work, the Basis of Payment, Insurance Requirements, the Non-Disclosure Certification and any other annexes.

The list of suppliers being invited to bid on this bid solicitation is provided as Attachment 1 to Part 1. The list will not be updated if additional suppliers request copies of the bid solicitation.

#### **2. Summary**

2.1 Environment and Climate Change Canada has a requirement to conduct winter mechanical management as detailed in the Statement of Work, Annex A to the bid solicitation. The period of the contract is from the date of contract award to 31 March 2023. There is also an option to extend the term of the Contract by up to an additional one (1) year period under the same conditions.

2.2 There is no security requirement associated with this requirement.

2.3 Bidders must provide a list of names, or other related information as needed, pursuant to section 01 Integrity Provisions of Standard Instructions (2003)

2.4 For services requirements, bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.



- 2.5 The requirement is subject to the provisions of Canadian Free Trade Agreement (CFTA), the Canada–Chile Free Trade Agreement, the Canada–Colombia Free Trade Agreement, the Canada–Honduras Free Trade Agreement, the Canada–Korea Free Trade Agreement, the Canada–Panama Free Trade Agreement, Canada-Peru Free Trade Agreement, the Comprehensive Economic Free Trade Agreement [CETA], the World Trade Organization – Agreement on Government Procurement [WTO-AGP], the Comprehensive and Progressive Agreement for Trans-Pacific Partnership [CPTPP] and the Canada-Ukraine Free Trade Agreement.

### **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 and Climate Change Canada 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 and Climate Change Canada”

**At Section 07 Delayed Bids:**

**Delete:** “PWGSC”

**Insert:** “Environment and Climate Change Canada”

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

**Delete:** In its entirety

**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”



## **2. Submission of Bids**

Bids must be submitted to Environment and Climate Change Canada (EC) at the email address and by the date and time 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 5 days 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 Ontario.

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 and Climate Change Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts:

(A4.1) the main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination;

## **7. Bid Challenge and Recourse Mechanisms**

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.



## **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 soft copy in PDF format by email)

Section II: Financial Bid (1 soft copy in PDF format by email)

Section III: Certifications (1 soft copy in PDF format by email)

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

In order to be considered, bids must be received no later than 14H00 (2 p.m.) (Eastern Daylight 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: [soumissionsbids@ec.gc.ca](mailto:soumissionsbids@ec.gc.ca)

Attention: Anthony DeFlavis

Solicitation Number: 5000059090

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 meet these requirements. Bidders should demonstrate their capability "and describe their approach") in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.



Part 4, Evaluation Procedures, contains additional instructions that bidders should consider when preparing their technical bid.

## **Section II: Financial Bid**

- 1.1** Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.
- 1.2** Bidders must submit their financial bid in Canadian funds and in accordance with the Financial Bid Presentation Sheet in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.
- 1.3** Bidders must submit their prices FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.

### **1.4 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: 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 7, Resulting Contract of the bid solicitation required to be performed within the applicable office in the region.
- (ii) travel between the successful bidder's place of business and the applicable office in the region; and
- (iii) the relocation of resources

to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.

- (b) 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 Part 7 of the bid solicitation.
- (c) Applicable Taxes: The bidders should indicate the Applicable Taxes separately.

### **1.5 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**

Bidders must submit the certifications required under Part 5.



**ATTACHMENT 1 TO PART 3**

**FINANCIAL BID PRESENTATION SHEET**

The Bidder must complete this Financial Bid Presentation Sheet and include it in its financial bid.

With regards to the “Estimated Day” listed in the tables below, the number of estimated Days is for evaluation purposes only during the solicitation process and is an estimate provided in good faith.

| <b>Initial Contract Period (Contract award to March 31, 2023)</b>      |  |
|--|--|
| <b>Firm Price for Project Planning</b>                                 |  |
| <b>Item</b>  | <b>Price</b>   |
| Year 1: Project Planning<br>(Upon Contract award until March 31, 2022) | \$ _____ (A)   |
| Year 2: Project Planning<br>(Upon Contract award until March 31, 2023) | \$ _____ (B)   |
| <b>Price for Management</b>  |  |
| <b>Item</b>  | <b>Price</b>   |
| Year 1: Management   | Price per hectare = \$ _____<br>Estimated Hectares: 150<br>Total Price: \$ _____ (C) |
| Year 2: Management   | Price per hectare = \$ _____<br>Estimated Hectares: 150<br>Total Price: \$ _____ (D) |
| <b>Firm Price per Final Report</b>                                     |  |
| <b>Deliverable</b>   | <b>Price</b>   |
| Year 1: Final Report   | Year 1: \$ _____ (E)   |
| Year 2: Final Report   | Year 2: \$ _____ (F)   |

**Price for Initial Contract Period (A+B+C+D+E+F)      \$ \_\_\_\_\_**



| <b>Option Period (April 2023 to March 2024)</b> |  |
|---|--|
| <b>Firm Price for Project Planning</b>          |  |
| <b>Item</b>                                     | <b>Price</b>   |
| Project Planning                                | \$ _____ (G)   |
| <b>Price for Management</b>                     |  |
| <b>Item</b>                                     | <b>Price</b>   |
| Management                                      | Price per hectare = \$ _____<br>Estimated Hectares: 150<br>Total Price: \$ _____ |
| <b>Firm Price per Final Report</b>              |  |
| <b>Deliverable</b>                              | <b>Price</b>   |
| Final Report                                    | \$ _____ (I)   |

**Price for Option Period (G+H+I)** \$ \_\_\_\_\_

**TOTAL (Initial Contract Period + Option Period)** \$ \_\_\_\_\_



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

### **1. Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) 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 Technical Criteria And Point Rated Technical Criteria*

##### **1.1.2 Point Rated Technical Criteria**

*Refer to Attachment 1 to Part 4 Mandatory Technical Criteria And Point Rated Technical Criteria*

#### **1.2 Financial Evaluation**

##### **1.2.1 Evaluation of Price**

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

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

- 1.2.2** For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the Financial Bid Presentation Sheet detailed in Attachment 1 to Part 3.

### **2. 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; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum of 45 points overall for the technical evaluation criteria which are subject to point rating.  
The rating is performed on a scale of 60 points.
- 2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.



3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% 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 60%
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%
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 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

**Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)**

|                                | <b>Bidder 1</b>             | <b>Bidder 2</b>            | <b>Bidder 3</b>            |
|--------------------------------|-----------------------------|----------------------------|----------------------------|
| <b>Overall Technical Score</b> | 115/135                     | 89/135                     | 92/135                     |
| <b>Bid Evaluated Price</b>     | \$55,000.00                 | \$50,000.00                | \$45,000.00                |
| <b>Calculations</b>            |                             |                            |                            |
| <b>Technical Merit Score</b>   | $115/135 \times 60 = 51.11$ | $89/135 \times 60 = 39.56$ | $92/135 \times 60 = 40.89$ |
| <b>Pricing Score</b>           | $45/55 \times 40 = 32.73$   | $45/50 \times 40 = 36.00$  | $45/45 \times 40 = 40.00$  |
| <b>Combined Rating</b>         | 83.84                       | 75.56                      | 80.89                      |
| <b>Overall Rating</b>          | 1st                         | 3rd                        | 2nd                        |





**ATTACHMENT 1 TO PART 4**

**MANDATORY TECHNICAL CRITERIA AND POINT RATED TECHNICAL CRITERIA**

| Mandatory Technical Criteria  |                 |                             |
|---|-----------------|-----------------------------|
| Evaluation Criteria   | Indicate Yes/No | Cross Reference to Proposal |
| <b>M1:</b> The Bidder must demonstrate that it has completed 2 projects within the past 5 years conducting mechanical rolling of Phragmites by providing a description of the number of projects completed and the number of hectares treated                     |                 |                             |
| <b>M2:</b> The Bidder must demonstrate that its proposed resource has completed 2 projects within the past 5 years conducting mechanical rolling of Phragmites by providing a description of the number of projects completed and the number of hectares treated. |                 |                             |

| Point Rated Technical Criteria   |               |       |
|--|---------------|-------|
| Evaluation Criteria  | Maximum Score | Score |
| <b>Experience of the Bidder</b>  |               |       |
| <p>R1: Experience of the Bidder conducting mechanical rolling of Phragmites</p> <ul style="list-style-type: none"> <li>The Bidder has &gt; 5 years of experience conducting mechanical rolling of Phragmites (10 points)</li> <li>The Bidder has &gt;2-5 years of experience conducting mechanical rolling of Phragmites (6 points)</li> <li>The Bidder has 1-2 years of experience conducting mechanical rolling of Phragmites (2 points)</li> </ul> <p>*Where 1 year is defined as a single season of fieldwork occurring within a 12-month period, but not necessary extending over the full 12 months.</p>   | 10            |       |
| <p>R2: Experience of the Bidder conducting mechanical cutting of Phragmites</p> <ul style="list-style-type: none"> <li>The Bidder has &gt; 5 years of experience conducting mechanical cutting of Phragmites (5 points)</li> <li>The Bidder has &gt;2-5 years of experience conducting mechanical cutting of Phragmites (3 points)</li> <li>The Bidder has 1-2 years of experience conducting mechanical cutting of Phragmites (1 point)</li> <li>The Bidder has no experience conducting mechanical cutting of Phragmites (0 pts)</li> </ul> <p>*Where 1 year is defined as a single season of fieldwork occurring within a 12-month period, but not necessary extending over the full 12 months.</p> | 5             |       |
| <p>R3: Experience of the Bidder conducting prescribed burns</p> <ul style="list-style-type: none"> <li>The Bidder has experience conducting prescribed burns (5 points)</li> <li>The Bidder has no experience conducting prescribed burns (0 points)</li> </ul> <p>*Where experience is defined as 1 or more projects completed at any point in the past 10 years</p>  | 5             |       |
| <p>R4: Experience of the Bidder in remote habitats, specifically within the Long Point Region, Norfolk County, ON, or within other coastal wetlands in Southern Ontario</p>  | 5             |       |



|  |    |  |
|--|----|--|
| <ul style="list-style-type: none"> <li>• The Bidder has experience conducting mechanical rolling within the Long Point Region (5 points)</li> <li>• The Bidder does not have experience within the Long Point Region, but has experience conducting mechanical rolling in other coastal wetlands in Southern Ontario (2.5 points)</li> <li>• The Bidder has no previous experience conducting mechanical rolling within the Long Point Region or other coastal wetlands in Southern Ontario (0 points)</li> </ul> <p>*Where experience is defined as 2 or more projects completed at any point in the past 5 years</p> <p>The same projects may be applied to both R1 and R4.</p> <p><b>Experience of the Proposed Resources – to receive points, the bidder must demonstrate experience of one of the Proposed Resources; the experience of multiple Proposed Resources cannot be combined within a single criterion.</b></p> |    |  |
| <p>R5: Experience of the Proposed Resources conducting mechanical rolling of Phragmites</p> <ul style="list-style-type: none"> <li>• The Proposed Resource has &gt; 5 years of experience conducting mechanical rolling of Phragmites (10 points)</li> <li>• The Proposed Resource has &gt;2-5 years of experience conducting mechanical rolling of Phragmites (6 points)</li> <li>• The Proposed Resource has 1-2 years of experience conducting mechanical rolling of Phragmites (2 points)</li> </ul> <p>*Where 1 year is defined as a single season of fieldwork occurring within a 12-month period, but not necessary extending over the full 12 months.</p>  | 10 |  |
| <p>R6: Experience of the Proposed Resources conducting mechanical cutting of Phragmites</p> <ul style="list-style-type: none"> <li>• The Proposed Resources has &gt; 5 years of experience conducting mechanical cutting of Phragmites (5 points)</li> <li>• The Proposed Resources has &gt;2-5 years of experience conducting mechanical cutting of Phragmites (3 points)</li> <li>• The Proposed Resources has 1-2 years of experience conducting mechanical cutting of Phragmites (1 point)</li> <li>• The Proposed Resources has no experience conducting mechanical cutting of Phragmites (0 pts)</li> </ul> <p>*Where 1 year is defined as a single season of fieldwork occurring within a 12-month period, but not necessary extending over the full 12 months.</p>   | 5  |  |
| <p>R7: Experience of the Proposed Resources conducting prescribed burns</p> <ul style="list-style-type: none"> <li>• The Proposed Resources has experience conducting prescribed burns (5 points)</li> <li>• The Proposed Resources has no experience conducting prescribed burns (0 points)</li> </ul> <p>*Where experience is defined as 1 or more projects completed at any point in the past 10 years</p>  | 5  |  |
| <p>R8: Experience of the Proposed resources in remote habitats, specifically within the Long Point Region, Norfolk County, ON, or within other coastal wetlands in Southern Ontario</p> <ul style="list-style-type: none"> <li>• The Proposed Resources has experience conducting mechanical rolling within the Long Point Region (5 points)</li> <li>• The Proposed Resources does not have experience within the Long Point Region, but has experience conducting mechanical rolling in other coastal wetlands in Southern Ontario (2.5 points)</li> </ul>   | 5  |  |



|   |    |            |
|---|----|------------|
| <ul style="list-style-type: none"> <li>The Proposed Resources has no previous experience working within the Long Point Region or other coastal wetlands in Southern Ontario (0 points)</li> </ul> <p>*Where experience is defined as 2 or more projects completed at any point in the past 5 years</p> <p>The same projects may be applied to both R5 and R8.</p> <p><b>Proposed Treatment Approach</b></p> <p>R9: Proposed approach to avoid non-target impacts</p> <ul style="list-style-type: none"> <li>The proposed methodology and approach to be used meets the requirements to avoid non-target impacts to native plants and Species at Risk (10 points)</li> <li>The proposed methodology and approach to be used is insufficient to avoid non-target impacts to native plants and/or Species at Risk, or is missing entirely (0 point)</li> </ul> | 10 |            |
| <b>TOTAL POINTS:</b>  |    | <b>/60</b> |



## **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.

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

#### **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.

#### **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**

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.



## **PART 6 – SECURITY FINANCIAL BID AND OTHER REQUIREMENTS**

### **1.0 Security Requirement**

1.1 There is no applicable security requirement.

### **2.0. Insurance Requirements**

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in the contract.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.



## **PART 7 - RESULTING CONTRACT**

### **Title: Pragmites Winter Mechanical Management**

#### **7.1 Statement of Work**

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

#### **7.2 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.

##### **7.2.1 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."

##### **7.2.2 Specific Person(s)**

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract: \_\_\_\_\_ (*insert name(s) of person(s)*).

#### **7.3 Security Requirement**

**7.3.1** There is no security requirement applicable to this Contract.

#### **7.4 Term of Contract**

##### **7.4.1 Period of the Contract**



The period of the Contract is from contract award to 31 March 2023 inclusive.

#### **7.4.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional year period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 15 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority and will be evidenced for administrative purposes only through a contract amendment.

### **7.5 Authorities**

#### **7.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Anthony DeFlavis

Title: Team Manager – Procurement – Operations West

Organization: Environment and Climate Change Canada

Assets, Contracting and Environmental Management Directorate

Address: 105 McGill, Montreal QC H2Y 2E7

Telephone: 514 283 5958

E-mail address: [Anthony.deflavis@ec.gc.ca](mailto:Anthony.deflavis@ec.gc.ca)

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.

#### **7.5.2 Project Authority**

The Project Authority for the Contract is:

Name:

Title:

Address:

Telephone:

E-mail address:

The Project 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.

#### **7.5.3 Contractor's Representative (to be inserted at contract award)**





Name:  
Title:  
Address:  
Telephone:  
E-mail address:

## **7.6 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**

### **7.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a maximum price of \$ \_\_\_\_\_. Customs duties are included 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 included and the 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.

## **7.8 Invoicing Instructions**

Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

### **7.8.1 Monthly Payment**

8.1.1 The Contractor must submit invoices monthly in accordance with the section entitled "Invoice Submission" of the general conditions.

8.1.2 Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- (a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) all such documents have been verified by Canada;
- (c) the Work delivered has been accepted by Canada.
- (c) all such documents have been verified by Canada;
- (d) all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.

## **7.9. Certifications**

### **7.9.1 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.

### **7.10 Applicable Laws**

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

### **7.11 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) 2010B General Conditions - Professional Services (Medium Complexity) (2020-05-28) as modified;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements
- (f) the Contractor's bid dated \_\_\_\_\_, (*insert date of bid*)

### **7.12 Insurance Requirements – Specific requirement**

The Contractor must comply with the insurance requirements specified in Annex C. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

### **7.13 Dispute Resolution**

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".



## ANNEX A STATEMENT OF WORK

### 1. Background

Environment and Climate Change Canada-Canadian Wildlife Service (ECCC-CWS) is responsible for the protection of species at risk (SAR) and their Critical Habitat on federally owned lands under the *Species at Risk Act* (SARA). Under the authority of the *Canada Wildlife Act*, ECCC-CWS establishes National Wildlife Areas (NWAs) for the purposes of conservation, research, and interpretation. NWAs are managed to maintain the ecological integrity of the site for the benefit of migratory birds, SAR, and other wildlife of national importance and in accordance with the conservation objectives set out in its management plan.

Big Creek and Long Point NWAs are located within ECCC-CWS-Ontario Region's (CWS-ON) Long Point Walsingham Forest (LPWF) Priority Place, where the invasive species *Phragmites australis* is highlighted as a primary threat. Implementing a program to reduce the extent of *Phragmites* by 90% is an objective of the Integrated Conservation Action Plan (ICAP) for the Priority Place, as well as the Management Plans for the NWAs. Management of *Phragmites* is necessary to sustain and improve habitat and populations of SAR, migratory birds, and resident flora and fauna.

Over the course of the project, CWS-ON plans to manage 90% of the *Phragmites* at the Big Creek National Wildlife Area (BCNWA) and Long Point National Wildlife Area (LPNWA). Following application of herbicide, CWS-ON will execute winter mechanical management to reduce standing dead biomass. This requires the use of a Marsh Master or similar semi-aquatic vehicle, with a roller attachment and/or mower. Due to the sensitive environmental conditions, the Contractor must be accompanied by an expert in SAR identification. This activity takes place when the ground is frozen, generally between November and March.

The purpose of this Contract is to conduct the **winter mechanical management** (defined as the rolling or cutting of *Phragmites* that has been treated by herbicide, followed by prescribed burns if appropriate and approved) of up to 600 ha of non-native *Phragmites* within the Hahn Unit and Big Creek Unit of the BCNWA, and the Thoroughfare Unit and Long Point Unit of the LPNWA (Appendix A to Annex A). Management will occur between November 2021 and March 2023, as conditions permit, and will include an optional third year of management between November 2023 and March 2024. The third year will be dependent on receipt of permits, availability of funding, and management efficacy. Management will be conducted using a Marsh Master or similar vehicle with a roller attachment. In sparser stands or near sensitive areas, a weed whip or similar cutting tool may be used. Refer to Appendix A to Annex A for approximate *Phragmites* extent; updated maps, including the areas treated by herbicide application in the fall, will be provided to the Contractor no less than ten (10) days prior to the commencement of the Work.

The scope of work for this contract includes the following:

- Winter mechanical management of dead standing *Phragmites* biomass
- Ground crew and support staff with previous experience in mechanical management of *Phragmites* by rolling, SAR identification, and working in similarly sensitive environments.

The Contractor will provide an operations work plan, which will include plans for approach, safety and communications addressing the requirements for the project as outlined below (Section 3). The operations work plan must be submitted to the Technical Authority within ten (10) days of contract award, for review and approval by the Technical Authority. It will be the responsibility of the Contractor to follow the procedures of the written operations work plan and to ensure all its staff members are briefed and aware of the procedures.

## 2. Objective

CWS-ON requires the winter mechanical management of non-native *Phragmites*, through the rolling or cutting of up to 600 ha of dead standing stalks at two National Wildlife Areas. Treatment will occur between November 1 and March 15 of each treatment year (2021-2023), plus an optional third year (2024). The final data and report will be submitted by March 31 of each year (2022/23/24).

## 3. Scope of Work

### 3.1 Locations (Appendix A to Annex A)

The areas to be treated are the Hahn Unit and the Big Creek Unit of BCNWA, and the Thoroughfare Unit and Long Point Unit of LPNWA. The project areas are described below and are indicated in the map(s) attached as an Appendix A to Annex A. Maps are considered estimates and will be updated prior to the start of work each year. CWS-ON makes no guarantees of work volume, site accessibility, or hectares to be managed; however, the total area of treatment shall not exceed 600 ha.

These four (4) units are almost entirely composed of marshland (shallow and meadow marshes) with minimal tree canopy but contain large areas of *Phragmites* that will be treated with herbicide. An estimate of total hectares to be managed at each site is summarized in Table 1. All management will occur on Federal land, and sites are accessible by pre-established access points.

**Table 1.** The project areas to be treated at Big Creek and Long Point NWAs, and the approximate number of hectares to be rolled overwinter. The longitude and latitude of each wetland's centroid have been expressed in decimal degrees.

| Treatment Year | Site                            | Longitude  | Latitude  | Approximate Treatment Area |
|----------------|---------------------------------|------------|-----------|----------------------------|
| 2021           | Big Creek Unit                  | -80.4578   | 42.5861   | Up to 100 ha               |
| 2021           | Hahn Unit                       | -80.5184   | 42.5781   | Up to 5 ha                 |
| 2021           | Thoroughfare Unit               | -80.3616   | 42.5807   | Up to 50 ha                |
| 2021, 2022*    | Squire's Ridge, Long Point Unit | -80.238104 | 42.559656 | Up to 200 ha               |
| 2022, 2023*    | Long Point Tip, Long Point Unit | -80.154034 | 42.546749 | Up to 250 ha               |

\* if herbicide application and/or rolling is not completed in Squire's Ridge in 2021 due to unforeseen delays (for ex. weather, herbicide procurement), the Technical Authority may shift the remaining rolling to 2022. Similarly, work not completed in 2022 may be shifted to 2023, if CWS-ON pursues an extension of the Contract. These changes will be made at the discretion of the Technical Authority.

### 3.2 Timing

At CWS-ON's discretion, winter mechanical management is targeted to occur between November 1 and March 15 of each treatment year (2021-2023), plus optional third year, from November 1, 2023 to March 15, 2024. These timing windows are in compliance with the terms and conditions outlined in the SARA and DFO permits. This Work is highly weather dependent, and the Contractor must be flexible. The information to develop the schedule will include weather restrictions (see Section 3.7), availability of CWS-ON field staff, and other potential unforeseen limitations. In addition, CWS-ON will work with the Contractor to obtain the permits/approvals required.

### 3.3 Operating Expectations

The methodology, approach and equipment outlined in the Operations Work Plan must enable the Contractor to meet the terms and conditions of the SARA, DFO and CWA permits, and is subject to approval by the Technical Authority.



CWS-ON expects that the Contractor will maintain fully logged daily treatment records, including position, time, speed, area treated, and operator name. These treatment records will be submitted to CWS-ON upon completion of the Work. The Contractor must also collect GPS coordinates of any Species at Risk (SAR), and record the species name and condition (dead, alive, injured, etc.). If a SAR individual is encountered while conducting management, the Contractor must create a 5m buffer around the individual, within which no management can occur. This is a condition of the CWS-ON SARA permit, which will be provided to the Contractor prior to the commencement of work. Further, the Contractor must collect GPS coordinates of any suspected native Phragmites (*Phragmites australis americanus*) encountered, as well as an estimate of patch size.

All operations will be self-sustaining. CWS-ON will provide only incidental advice. Each base of operation must have a dedicated site supervisor on the ground. This individual must be identified prior to the implementation of the operation.

### **3.4 Permits and Licenses**

The Contractor and all personnel involved in the herbicide application must either:

- 1) attend a training session on SAR amphibian and reptile and habitat identification prior to commencement of the Work. The training session will be run by a SAR reptile expert, who has worked extensively within the BC and LP NWAs. This session will be co-ordinated and facilitated by CWS-ON, at no cost to the Contractor, and at a mutually agreed upon time which accommodates both the Contractor and the trainer; or
- 2) achieve a score of at least 75% on a SAR amphibian and reptile and habitat identification test. The test is to be created, administered and graded by CWS-ON, at no cost to the Contractor. A score of at least 75% must be achieved prior to the commencement of work.

The Contractor is responsible for ensuring its staff who are providing The Deliverables are properly trained and supervised in safe operations of the applicable vehicles and equipment, as outlined in Section 3.6. The Contractor must provide all necessary equipment to ensure safe and approved operations. The Contractor is also responsible for adhering to conditions of the SARA, DFO and CWA permits.

If appropriate and approved, the Contractor will be responsible for obtaining the necessary permits and licenses to perform prescribed burns, as outlined here: <https://www.ontario.ca/page/prescribed-burn>.

### **3.5 Safe Operations**

The Contractor is responsible for developing and following procedures to ensure safe field operations and briefing all staff members on the procedures. A description of these plans must be included in the Operations Work Plan, submitted within ten (10) days of contract award.

Further, the Contractor must abide by any regulations and safety protocols issued by CWS-ON, and outlined in the SARA, DFO and CWA permits.

### **3.6 Required Equipment and Technology**

The Contractor must provide all required equipment, materials, personnel and services. Necessary equipment includes:

- Access to at least two (2) amphibious tracked vehicles, such as a Marsh Master, with at least one (1) rolling attachment
- Access to the equipment required to safely execute a prescribed burn
- At least 1 GPS unit per vehicle, plus the necessary software and technician, capable of marking the locations of any SAR and native Phragmites encountered (if applicable), the track lines showing travel routes and the locations of areas managed, such that accurate shapefiles or geodatabase can be produced



CWS-ON will provide geospatial file(s) of the treatment sites prior to commencement of the Work, once *Phragmites* mapping has been updated. CWS-ON will work with the Contractor to establish the best format for the geospatial files (i.e., shapefile, geodatabase).

**3.7 Weather Parameters**

The CWS-ON Technical Authority will consult with the Contractor to determine when weather conditions are acceptable for rolling operations to be conducted in accordance with the permits and taking into consideration Best Management Practices. In particular, air temperature will dictate when mechanical management can occur. Rolling is only permitted when the air temperature has been below 5°C for at least 24 hours and will remain below this temperature while the work is being performed. If the temperature rises above 5°C, all management activities must cease, and the Technical Authority shall be notified. Work may recommence once the temperature has again been below 5°C for at least 24 hours. Due to weather contingencies, it is imperative that the Contractor be flexible in timing of management efforts.

**3.8 Annual Reports**

The annual reports, submitted no later than March 31 2022/23 (and March 31, 2024 if the third optional year is pursued) by the Contractor following completion of treatment, must include the following information:

- Shapefile or geodatabase and related maps of areas managed, as well as the track lines showing travel routes
- Shapefile or geodatabase created from GPS locations of each SAR encountered during treatment, including metadata identifying the species and condition (alive, dead, injured, etc.)
- Shapefile or geodatabase created from GPS locations of any suspected native *Phragmites*, if found
- Type and performance of equipment that was used
- An estimate of the total number of hectares managed
- Daily logged treatment records, including time, vehicle speed, area managed, operator name, air temperature, wind speed and wind direction
- Any other information specifically required as per the permits
- Potential areas for improved treatment methods (lessons learned)

**3.9 CWS-ON Provided Equipment and Labour**

The following equipment, personnel and labour will be provided by CWS-ON at no cost to the Contractor:

- PMRA, CWA, DFO and SARA permits necessary to complete the activities described in this Statement of Work
- Final Project Area treatment maps or geospatial data no less than ten (10) days before scheduled start of management.
- Mandatory Species at Risk amphibian and reptile and habitat identification training and/or test.

**4. Milestones**

| Schedule  |                                   |                  |
|---|-----------------------------------|------------------|
| Tasks   | Due Date                          | Stage            |
| Year 1: 2021-2022   |                                   |                  |
| Submission of the Operations Work Plan – to be reviewed and approved by the Technical Authority | Within ten days of contract award | Project Planning |



|  |   |                  |
|--|---|------------------|
| 2021 Preliminary Meeting – attend a meeting to discuss the timeline and expectations   | Shortly following commencement of the contract        | Project Planning |
| Permits and Licenses – CWS-ON to ensure necessary permits (CWA, SARA, DFO) are in place  | Prior to start of work                                | Project Planning |
| Mapping – CWS-ON will provide the Contractor with updated <i>Phragmites</i> shapefiles for treatment, and the Contractor must review and ensure proper upload to GPS units | No less than ten days before the commencement of work | Project Planning |
| Updates – the Contractor must provide daily updates as management occurs, so that CWS-ON is up to date on progression of the project                                       | Each day that management occurs                       | Management       |
| Last possible day of management  | March 15, 2022  | Management       |
| Treatment polygons – the Contractor must provide a Shapefile of the managed areas  | March 24, 2022  | Project Reports  |
| SAR encountered – the Contractor must provide a Shapefile created from GPS locations of each SAR encountered during treatment  | March 24, 2022  | Project Reports  |
| Draft Annual Report – submit a draft report for review and comment by the Technical Authority  | March 24, 2022  | Project Reports  |
| Final Annual Report – submit a complete and final report, including all items listed in Section 3.8 of Annex A, Statement of Work  | March 31, 2022  | Project Reports  |
| <b>2022-2023</b>   |   |                  |
| Preliminary Meeting – attend a meeting to discuss the timeline and expectations, as well as the data requirements and formatting   | No later than August 1, 2022                          | Project Planning |
| Mapping – CWS-ON will provide the Contractor with updated <i>Phragmites</i> shapefiles for treatment, and the Contractor must review and ensure proper upload to GPS units | No less than ten days before the commencement of work | Project Planning |
| Permits and Licenses – CWS-ON to ensure necessary permits (CWA, SARA, DFO) are in place  | Prior to start of work                                | Project Planning |
| Updates – the Contractor must provide daily updates as management occurs, so that CWS-ON is up to date on progression of the project                                       | Each day that management occurs                       | Project Planning |
| Last possible day of treatment   | March 15, 2023  | Management       |
| Treatment polygons – the Contractor must provide a Shapefile of the managed areas  | March 24, 2023  | Management       |
| SAR encountered – the Contractor must provide a Shapefile created from GPS locations of each SAR encountered during treatment  | March 24, 2023  | Project Reports  |
| Draft Annual Report – submit a draft report for review and comment by the Technical Authority  | March 24, 2023  | Project Reports  |
| Final Annual Report – submit a complete and final annual report, including all items listed in Section 3.8 of Annex A, Statement of Work                                   | March 31, 2023  | Project Reports  |
| <b>Option Year: 2023-2024</b>  |   |                  |



|  |   |                  |
|--|---|------------------|
| Preliminary Meeting – attend a meeting to discuss the timeline and expectations, as well as the data requirements and formatting   | No later than August 1, 2023                          | Project Planning |
| Mapping – CWS-ON will provide the Contractor with updated <i>Phragmites</i> shapefiles for treatment, and the Contractor must review and ensure proper upload to GPS units | No less than ten days before the commencement of work | Project Planning |
| Permits and Licenses – CWS-ON to ensure necessary permits (CWA, SARA, DFO) are in place  | Prior to start of work                                | Project Planning |
| Updates – the Contractor must provide daily updates as management occurs, so that CWS-ON is up to date on progression of the project                                       | Each day that management occurs                       | Project Planning |
| Last possible day of treatment   | March 15, 2024  | Management       |
| Treatment polygons – the Contractor must provide a Shapefile of the managed areas  | March 24, 2024  | Management       |
| SAR encountered – the Contractor must provide a Shapefile created from GPS locations of each SAR encountered during treatment  | March 24, 2024  | Project Reports  |
| Draft Annual Report – submit a draft report for review and comment by the Technical Authority  | March 24, 2024  | Project Reports  |
| Final Annual Report – submit a complete and final annual report, including all items listed in Section 3.8 of Annex A, Statement of Work                                   | March 31, 2024  | Project Reports  |

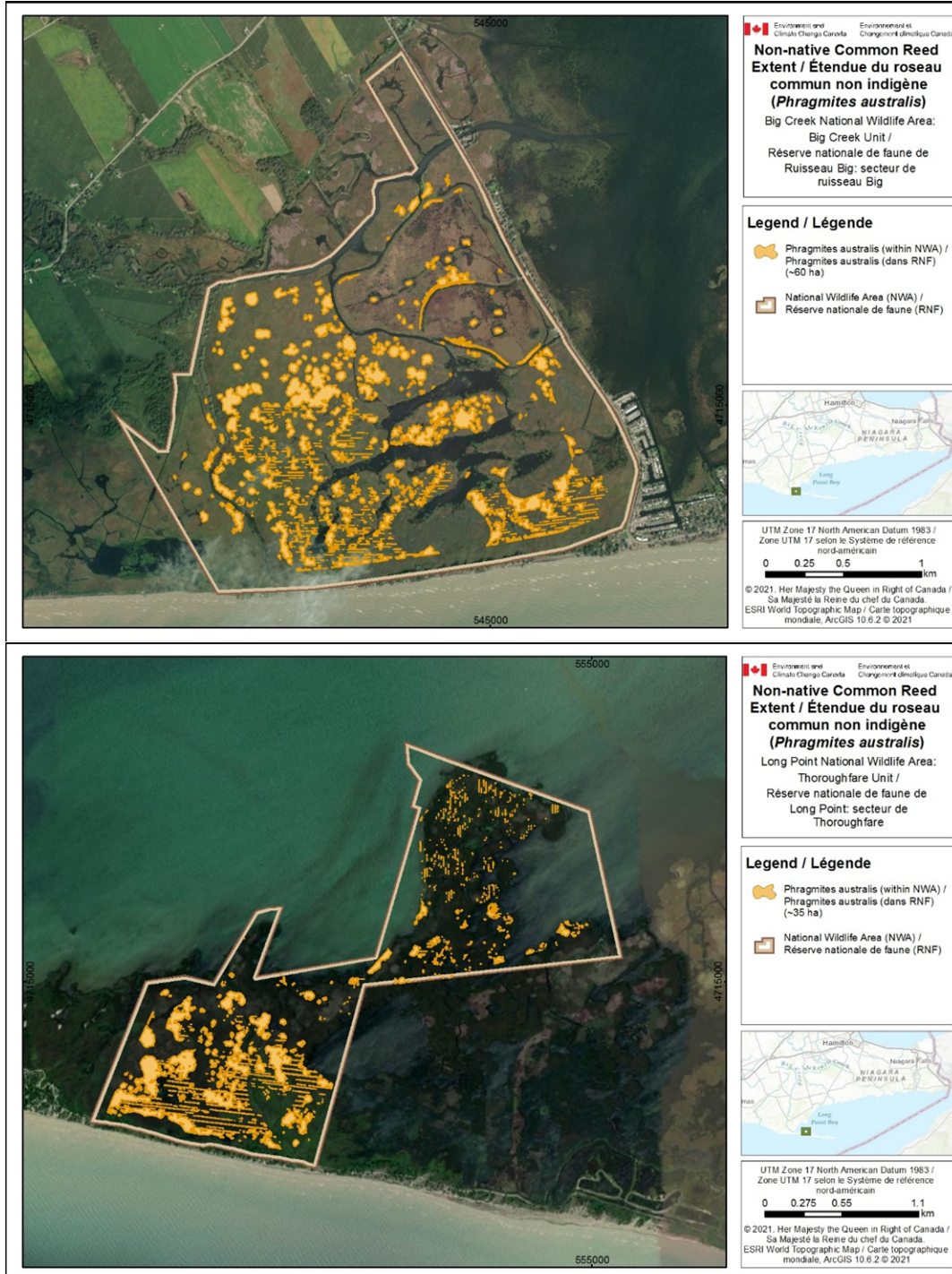


### APPENDIX A TO ANNEX A

### PHRAGMITES MANAGEMENT SITES

Winter mechanical management of non-native *Phragmites australis* at the Big Creek and Long Point National Wildlife Areas

Updated mapping will be provided to the Contractor before the commencement of work each year.





Environment and  
Climate Change Canada / Environnement et  
Changement climatique Canada

**Non-native Common Reed**  
**Extent / Étendue du roseau**  
**commun non indigène**  
**(*Phragmites australis*)**

Long Point National Wildlife Area:  
Long Point Unit (Squires Ridge) /  
Réserve nationale de faune de  
Long Point: secteur de  
Long Point (Squires Ridge)

**Legend / Légende**

- Phragmites australis (within NWA) /  
Phragmites australis (dans RNF)  
(~150 ha)
- National Wildlife Area (NWA) /  
Réserve nationale de faune (RNF)



UTM Zone 17 North American Datum 1983 /  
Zone UTM 17 selon le Système de référence  
nord-américain

0 0.35 0.7 1.4  
km

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ESRI World Topographic Map / Carte topographique  
mondiale, ArcGIS 10.6.2 © 2021



Environment and  
Climate Change Canada / Environnement et  
Changement climatique Canada

**Non-native Common Reed**  
**Extent / Étendue du roseau**  
**commun non indigène**  
**(*Phragmites australis*)**

Long Point National Wildlife Area:  
Long Point Unit (Long Point Tip) /  
Réserve nationale de faune de  
Long Point: secteur de  
Long Point (Long Point Tip)

**Legend / Légende**

- Phragmites australis (within NWA) /  
Phragmites australis (dans RNF)  
(~222 ha)
- National Wildlife Area (NWA) /  
Réserve nationale de faune (RNF)



UTM Zone 17 North American Datum 1983 /  
Zone UTM 17 selon le Système de référence  
nord-américain

0 0.75 1.5 3  
km

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ESRI World Topographic Map / Carte topographique  
mondiale, ArcGIS 10.6.2 © 2021



**ANNEX B  
BASIS OF PAYMENT**

*(To be completed upon contract award)*



## **ANNEX C INSURANCE REQUIREMENTS**

### **Commercial General Liability Insurance (2018-06-21)**

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  1. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  2. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  3. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  4. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  5. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  6. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  7. Employees and, if applicable, Volunteers must be included as Additional Insured.
  8. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  9. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.



10. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
11. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
12. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
13. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
14. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
15. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
16. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

*Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8*

**For other provinces and territories, send to:**

*Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s)



that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.