



<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> soumissionsbids@ec.gc.ca</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> <b>St. Clair River Area of Concern / Benefit</b></p>		
	<p><b>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP</b> 50000058656</p>		
	<p><b>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ)</b>  2021-09-21</p>		
	<p><b>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)</b>  at – à 2:00 P.M. on – le 2021-11-01</p>	<p><b>Time Zone – Fuseau horaire</b>  Eastern Daylight Time</p>	
	<p><b>F.O.B – F.A.B</b></p>		
	<p><b>Address Enquiries to - Adresser toutes questions à</b> Anthony De Flavis</p>		
	<p><b>Telephone No. – N° de téléphone</b> 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> See Herein</p>		
	<p><b>Security / Sécurité</b> <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) / 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 – ST. CLAIR RIVER AREA OF CONCERN**

### **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 Financial Bid Presentation Sheet, Mandatory Technical Criteria And Point Rated Technical.

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

#### **2. Summary**

2.1 Environment Canada has a requirement to coordinate data compilation and complete a status report as detailed in the Statement of Work, Annex A to the bid solicitation. The period of the contract is from contract award to 31 March 2023 with an option to extend the contract one (1) additional year.

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 and the Canada–Panama 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 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

Bids must be submitted to Environment and Climate Change Canada (ECCC) 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 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 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:

- 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: 5000058656

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) 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. These items will be deliverable to Canada upon completion of the contract.
- (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) 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.
  - (f) 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 the Financial Bid Presentation Sheet and include it in its financial bid.

Initial Contract Period - Date of Contract Award to 31-03-2023		
Deliverables	Schedule	Payment
1. Project work plan including call schedule provided in a word document or pdf document	March 31, 2022	5%
2. A draft status recommendation report for the <i>loss of fish and wildlife habitat</i> beneficial use impairment (BUI 14).	March 31, 2022	15%
3. A interim report and presentation on the angler survey results.	March 31, 2022	10%
4. A report summarizing annual public and Indigenous engagement.	March 31, 2022	5%
5. A final status recommendation report for the <i>loss of fish and wildlife habitat</i> beneficial use impairment (BUI 14).	January 31, 2023	25%
6. A final PowerPoint presentation and fact sheet on the status report for BUI 14.	March 31, 2023	20%
7. Final PowerPoint presentation and a summary report on the angler survey results.	March 31, 2023	15%
8. A report summarizing annual public and Indigenous engagement.	March 31, 2023	5%

Optional Contract Period - 01-04-2023 to 31-03-2024		
Deliverables	Schedule	Payment
1. A draft BUI status recommendation report.	March 31, 2024	50%
2. Two draft AOC-related fact sheets.	March 31, 2024	25%
3. A report summarizing annual public and Indigenous engagement.	March 31, 2024	25%

A - Price - Initial Contract Period \$ \_\_\_\_\_

B - Price - Optional Contract Period \$ \_\_\_\_\_

Proposal Price A+B (excluding applicable taxes) - \$ \_\_\_\_\_

Applicable taxes - \$ \_\_\_\_\_

Total Proposal Price (including taxes) - \$ \_\_\_\_\_



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

### **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 Technical Evaluation**

##### **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 70 points overall for the technical evaluation criteria which are subject to point rating.  
The rating is performed on a scale of 100 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 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 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>Technical Merit Score</b>	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
<b>Calculations 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**

<b>Mandatory Technical Criteria</b>		
	Indicate Yes/No	Cross Reference to Proposal
<p><b>M1:</b> The bidder must possess the necessary Software (ESRI ArcGIS version 10.7.1), and provide proof of license (bidders can provide a screenshot, photocopy, electronic copy of license number), to utilize data/files in order to conduct analysis and create maps for the required reports.</p>		
<p><b>M2:</b> The bidder must demonstrate knowledge of the Areas of Concern (AOC) program by providing an explanation, in their own words, of six AOC-specific terms, and the purpose of AOC delisting criteria.</p>		
<p><b>M3:</b> The bidder must demonstrate recent experience (within the last 3 years from the bid closing date) working with community stakeholders and the public on the development and implementation of environmental restoration plans by providing <b>three examples</b> of projects or committees they worked on. Examples are to include:</p> <p>A – Year and duration of involvement of the bidder            B- Title of the project or committee            C- Purpose or goal of the project or committee            D- Brief description of the role and contribution of the bidder to the project or committee and the outcome            E – List of stakeholders involved</p>		
<p><b>M4:</b> The bidder must demonstrate recent experience (within the last 3 years from the bid closing date) working with Indigenous communities on the development and implementation of environmental restoration plans by providing <b>two examples</b> of projects or community engagement activities they worked on. Examples are to include:</p> <p>A – Year and duration of involvement of the bidder            B- Title of the project or engagement activity            C- Purpose or goal of the project/engagement            D- Brief description of the role and contribution of the bidder to the project/engagement activity and the outcome            E- Indigenous community involved            F- Indigenous contact name, phone number and email</p>		
<p><b>M5:</b> The bidder must demonstrate recent experience (within the last 3 years from bid closing date) writing and designing public-friendly technical reports and educational materials by providing examples of <b>two reports</b> and <b>two educational fact sheets and/or pamphlets</b> that they have completed in a pdf format.</p>		





<b>Technical Rated Criteria</b>			
		<b>Maximum Points Available</b>	<b>Points Received</b>
<p><b>R1</b></p> <p><b>Knowledge and ability to summarize the Great Lakes Area Of Concern (AOC) program and the environmental challenges of the St. Clair River</b></p>	<p>The bidder should provide a one-page description, using proper terminology, of their knowledge and understanding of the points listed below. Details should reflect experience and education and avoid repeating information already presented in the Statement of Work.</p> <ol style="list-style-type: none"> <li>1. Canada-US bilateral agreement</li> <li>2. Purpose of the Great Lakes Area of Concern program</li> <li>3. History and environmental challenges of the St. Clair River Area of Concern</li> <li>4. Beneficial use impairments remaining in the St. Clair River Area of Concern</li> </ol> <p>Scoring:</p> <ul style="list-style-type: none"> <li>• 2 points per item for detailed descriptions in bidder's own words (max 8 points)</li> <li>• 2 points for including examples of bidder's own experience to support descriptions</li> </ul>	<p><b>10 points</b></p>	
<p><b>R2</b></p> <p><b>Demonstrated expertise in GIS analysis</b></p>	<p>The bidder should provide a <b>summary of two GIS projects</b> undertaken in the last three years that demonstrate the following abilities:</p> <ol style="list-style-type: none"> <li>1. Ability to photo interpret natural features using true-colour and near-infrared imagery</li> <li>2. Ability to digitize ortho-imagery.</li> <li>3. Ability to utilize various data sources including GIS files, spreadsheets, MS Word/PDF documents, and digital and paper site plans to digitize projects and correct using aerial photography</li> </ol> <p>Project summaries should include:</p> <p>A – Name of the project            B – Start Date /End Date of the bidders direct involvement in the project            C – Brief description of objectives of the project and <b>how the listed abilities were demonstrated</b>            E – Name of the organization that led the project if it is not the bidder            F – Contact and phone number of lead organization</p> <p>Scoring:</p>	<p><b>15 points</b></p>	



	<ul style="list-style-type: none"> <li>• 5 points will be awarded for demonstrating each ability <b>in both</b> project summaries</li> <li>• 0 points for providing &lt; 2 project summaries</li> </ul>		
<p><b>R3</b></p> <p><b>Demonstrated expertise in GIS reporting</b></p>	<p>The bidder should provide copies of two recent GIS reports (pdf format) that demonstrate:</p> <ol style="list-style-type: none"> <li>1. comprehensive methodology sections</li> <li>2. high quality maps</li> <li>3. good summary of geo-spatial data</li> <li>4. good organization</li> </ol> <p>Scoring:</p> <ul style="list-style-type: none"> <li>• 4 points for providing two reports with a comprehensive methodology section</li> <li>• 4 points for providing two reports with high quality maps</li> <li>• 4 points for providing two reports with good summaries of geo-spatial data</li> <li>• 3 points for providing two reports with good organization</li> </ul>	<b>15 points</b>	
<p><b>R4</b></p> <p><b>Experience organizing and conducting community engagement</b></p>	<p>The bidder should provide <b>three recent examples</b> (within the last 5 years from bid closing date) where the bidder organized and conducted a public and/or Indigenous engagement activity. One of the 3 examples should pertain to an activity that lasted longer than one year.</p> <p>For each of the 3 examples, provide:</p> <ul style="list-style-type: none"> <li>A – Year and duration of activity</li> <li>B – Purpose of the engagement</li> <li>C – Description of the activity and type of engagement (in-person, virtual or a combination)</li> <li>D – Role of the bidder in the activity</li> <li>E – Brief description of one lesson learned the bidder would apply to improve the organization or conduct of future engagement activities. (Lesson learned should be different for each example).</li> </ul> <p>Scoring:</p> <ul style="list-style-type: none"> <li>• 5 points for providing one example of engagement lasting longer than one year</li> <li>• 5 points for providing three different lessons learned</li> <li>• 5 points for identifying engagement activities with Indigenous communities</li> <li>• 5 points for identifying engagement pertaining to a Great Lakes AOC-related project or issue</li> </ul>	<b>25 points</b>	



	<ul style="list-style-type: none"> <li>5 points for identifying engagement on a project/issue related to the St. Clair River AOC.(0 points will be awarded for missing or incomplete examples)</li> </ul>		
<b>R5</b> <b>Experience with virtual meeting platforms (e.g. Zoom) for engagement</b>	<p>The bidder should provide a summary (max 2 pages) of virtual engagement experience in the last three years that includes:</p> <ol style="list-style-type: none"> <li>Description of experience using video conferencing software (e.g., Zoom, Microsoft Teams, or other similar software) for community engagement activities/meetings.</li> <li>Description of experience hosting virtual conferences for more than 25 participants.</li> <li>Description of experience using polls and breakout rooms.</li> <li>Description of two features of a virtual platform the bidder has used and how it contributed to the success of the virtual engagement event.</li> <li>Description of considerations the bidder uses to develop an agenda for virtual engagement events.</li> </ol> <p>Scoring:</p> <ul style="list-style-type: none"> <li>5 points for clearly illustrating each of the 5 elements (max 25 points)</li> </ul>	25 points	
<b>R6</b> <b>Experience with document editing and version control</b>	<p>The bidder should provide a brief description and example of a strategy the bidder will use or has used to ensure version control of a document when multiple reviewers are providing comments.</p> <p>Scoring:</p> <ul style="list-style-type: none"> <li>10 points for clearly illustrating a strategy with <b>two or more elements</b> (e.g. folders, document naming conventions, comment tracking table, Sharepoint). (5 points awarded for providing only 1 element)</li> </ul>	10 points	
<p><b>Total Amount of Points Available _____/100</b>  <b>Minimum Pass Mark (70 %)</b></p>			



## **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.

### **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: St.Clair River Area of Concern

#### 1. Statement of Work

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

#### 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.

##### 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: "35 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."

##### 2.2 Supplemental General Conditions

The following supplemental general conditions apply to and form part of the Contract:

##### 2.3 Specific Person(s)

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

#### 3. Security Requirement

3.1 There is no security requirement applicable to this Contract.



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

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

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

##### **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 30 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.

#### **5. Authorities**

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

The Contracting Authority for the Contract is:

Name: Anthony DeFlavis  
A/Team Manager – Procurement – Operations East, QUEBEC  
Environment and Climate Change Canada  
Assets, Contracting and Environmental Management Directorate  
105 McGill, Montreal QC H2Y 2E7  
Telephone: 514 283 5958  
E-mail address: [Anthony.deflavis@canada.ca](mailto:Anthony.deflavis@canada.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.

##### **5.2 Project Authority**

The Project Authority for the Contract is:

Name:  
Great Lakes Program Officer  
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 Project Authority, however the Project 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 (to be inserted at contract award)**

Name:

Title:

Address:

Telephone:

E-mail 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**

### **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 firm 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.

## **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.

### **8.1 Multiple Payments**

- 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.

## **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 Ontario.

## **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*).

## **12. Insurance Requirements – Specific requirement**

The Contractor must comply with the insurance requirements specified in Annex D. 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.

## **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**

### **Coordinate Data Compilation, Report Writing, and Engagement for Fish Consumption and Habitat Beneficial Use Impairments**

#### **SCOPE**

##### **Purpose:**

The purpose of this contract is to complete a status report on fish and wildlife habitat, collect and analyze angler survey data for inclusion in a status report on fish consumption, and coordinate review and engagement opportunities to advance the removal of two beneficial use impairments within the St. Clair River Area of Concern.

##### **Background:**

Canada is a signatory of the Great Lakes Water Quality Agreement (GLWQA) and Environment and Climate Change Canada (ECCC) is the lead federal Department for its coordination and implementation and has created programs to deliver on commitments within the Agreement, one of which is the restoration of highly environmentally degraded areas around the Great Lakes, called Areas of Concern (AOC). The objective of ECCC's AOC Program is to restore these areas through the implementation of Remedial Action Plans (RAPs) that specify restoration targets and actions needed to achieve the targets for each impairment within an AOC. Once all of remedial actions in the RAP have been implemented and all environmental impairments have been restored to a 'not impaired' status, the AOC can be removed from the list of AOCs under the GLWQA. This is a process commonly referred to as 'de-listing an AOC' and is the goal of AOC Program, led by ECCC.

Within the St. Clair River, elevated contaminant concentrations in the water, biota and sediments led to the restrictions of fish consumption and urban development along the river led to the loss of aquatic and coastal wetland habitats. Over the past two decades several wetland restoration and/or creation projects have been successfully implemented and fish habitat evaluations of shoreline projects and within the bays and channels of Walpole Island delta have been completed.

In 2016, ECCC and the Ontario Ministry of the Environment, Conservation and Parks (MECP) developed guidance for AOCs to assess restrictions on fish consumption and in 2018, a framework to assess wildlife consumption was also developed to help guide decision-making on the status of the beneficial use impairment relating to the consumption of local fish and wildlife. The new framework recommends a survey of the local and Indigenous communities to better understand consumption habitats and the specific species being consumed. The last survey was conducted in 2010 and while it is outdated, it will provide valuable historical data on consumption habitats.

Assessing progress made in the above two impairments is a priority for the ECCC-led RAP Team. Also a requirement is that municipal level governments, industry, non-government conservation organizations, the general public and Indigenous communities be consulted on the findings and decisions pertaining to the status of these two impairments.



## Terminology:

AOC: Area of Concern. AOC as a geographic area where significant impairment of beneficial uses has occurred as a result of human activities at the local level.

BUI: Beneficial Use Impairment. Is a reduction in the chemical, physical or biological integrity of the waters of the Great Lakes sufficient to cause one or more of 14 specific problems (beneficial use impairments) described in Annex 1 of the Great Lakes Water Quality Agreement.

CRIC: Canadian Remedial Action Plan Implementation Committee

ECCC: Environment and Climate Change Canada

GLWQA: Great Lakes Water Quality Agreement, a binational Agreement between Canada and the United States to protect and conserve the Great Lakes.

COA: Canada-Ontario Agreement, an Agreement between the federal and provincial government that supports the restoration and protection of the Great Lakes basin ecosystem.

RAP: Remedial Action Plan, is a specific clean-up plan created for each AOC.

MECP: Ministry of Environment, Conservation and Parks, a provincial government agency.

BPAC: Binational Public Advisory Council, is a voluntary committee supporting the RAP Team

## REFERENCE DOCUMENTS

ECCC will provide/make available to the Contractor relevant historical reports to provide context to the tasks and will provide the most current:

- AOC Accomplishment Report (2012-17)
- AOC brochure on the status of BUIs
- RAP Team organizational structure and membership
- Contacts for the Habitat sub-committee

## REQUIREMENTS

### Scope of Work:

The completion of assessment of two beneficial use impairments, and associated engagement, will facilitate ECCC's work planning and demonstrate Canada's commitment to fulfilling its obligations under the GLWQA.

### Loss of Fish and Wildlife Habitat BUI:

The contractor must compile, analyze and summarize all available into a draft report to demonstrate progress for each of seven (7) restoration targets specific fish and wildlife habitat restoration. The contractor must coordinate review and input on the report from the RAP Team's Habitat subcommittee, and provide a final draft report for review by the RAP Team.

### Restrictions on Fish Consumption BUI:

To better understand the consumption habits of the public and Indigenous communities, a survey on fish and wildlife consumption must be designed and conducted via in-person and on-line surveys. The survey results must be compiled, analyzed and summarized in a report for use by ECCC and the ECCC-led RAP Team to: ensure the fish commonly consumed are being monitored for contaminants; and assess the efficacy of remedial measures and identify what more, if any, measures are needed.

### RAP Engagement



The RAP Team consists of many government and non-government agencies as well as two Indigenous communities who must be provided opportunities to review and provide input on RAP assessments and data collection. Engagement with Indigenous communities includes sharing information with appropriate Committees and ultimately to Chief and Council. The process takes time to complete and the contractor will work with these communities, and the other partners of the RAP Team, to support the review process.

Following the RAP Team review, the contractor will then work with ECCC to coordinate and facilitate the review of the report by the public and U.S Environmental Protection Agency, the Michigan Environment and Great Lakes Office, and the Binational Public Advisory Council. The review process is rigorous and can be lengthy.

Engaging the public, binational partners and supporting the engagement of the Indigenous communities is extremely important and is a well-entrenched principle of the AOC Program and enabling their participation in the decision-making on the status of BUIs is a commitment under the GLWQA. The contractor must work with the RAP Team members to plan and implement necessary meeting logistics. Meetings must be well advertised and the necessary materials for the meeting must be of high quality and made available in advance or following the meeting as determined appropriate by ECCC. All comments/input received must be recorded, provided to ECCC and the RAP Team for consideration and development of responses.

### **Tasks:**

The following tasks must be completed by the contractor:

1. Create a work plan identifying deliverable milestones and call schedule with ECCC to provide verbal updates on progress.
2. Compile, analyze and write a status recommendation report on the *loss of fish and wildlife habitat* beneficial use impairment for the St. Clair River Area of Concern.
3. Design and conduct an angler survey, analyze results and summarize findings into a report and a PowerPoint presentation.
4. Plan and coordinate all logistics to solicit input from the public, stakeholders and Indigenous communities on the status of *restrictions on drinking water* and fish and wildlife habitat and findings of the angler survey.
5. Document all comments/questions received throughout the engagement process and record any virtual sessions.

The Contractor and ECCC will set up routine meetings to collaborate on the completion of all deliverables.

All deliverables must be provided to ECCC in an electronic format compatible with Windows 10.

### **Optional Period Tasks**

1. Compile, analyze and write a draft status recommendation report on the *restrictions on fish and wildlife consumption*.
2. Design a write two fact sheets on the *loss of fish and wildlife habitat* and the *restrictions on fish and wildlife consumption*.
3. Plan and coordinate all logistics to solicit comments on the *loss of fish and wildlife habitat* and *restrictions on fish and wildlife consumption* from the United States Environmental Protection Agency, the State of Michigan's Environment and Great Lakes office and the Binational Public Advisory Council.

### **Detailed Task Descriptions**



Tasks		Detailed Task Description
1	Create a project work plan and a call schedule with ECCC.	Create a detailed project work plan identifying key milestones that will be shared with ECCC and used to guide work and facilitate progress reporting. Set up a reoccurring progress calls/meeting with ECCC.
2	Prepare a status recommendation report for BUI 14.	<p>Using the format of previous BUI status reports, prepare an outline for the status report for review by ECCC and once approved, compile and organize all relevant information/data from the Habitat WG partners. Analyze and compare the data to the delisting each of the seven delisting criteria to assess the status of the BUI. Present the findings of the assessment into a status report, summarizing all available data/information.</p> <p>This task will require compilation and organization of large amounts of information, including geo-spatial files, from the RAP Team partners. Data/information will have to be organized and analyzed in relation to the seven specific habitat restoration targets to evaluate if each target has been met and the evidence to support it has. There will be a need to create a series of maps to within the AOC boundary to identify where projects have occurred and how they have contributed to the habitat goals. A table summarizing restoration projects must be created to correspond to the maps. Images of projects must also be sourced and included in the report.</p> <p>The draft report must be well written, organized and formatted. The final report will include an executive summary, introduction to the BUI, restoration targets, actions completed to meet the targets, conclusions and the status recommendation. The report must also provide maps, tables and other figures to visually convey findings. The report will be subject to revisions based on input from ECCC, the public and Indigenous communities. Tracking all comments and how they were incorporated into the final report will be necessary. Extensive experience with report writing and creation, including advanced formatting skills is required.</p>
3	Design and conduct an angler survey, analyze results and write a report summarizing findings.	<p>Research on-line survey platforms and previous angler surveys will be necessary to effectively design an on-line angler survey. The survey must use clear and concise language and incorporate images and graphics to facilitate understanding of the survey questions. On-going promotion through the CRIC partners is expected in order to solicit maximum responses from local and Indigenous community anglers.</p> <p>A detailed analysis of the survey will be required to provide statistics including, but not limited to, the most commonly consumed fish, meal size, meal frequency, and key concerns</p>





Tasks		Detailed Task Description
		<p>about the consumption of fish from the St. Clair River. The summary report must include graphics such as pie charts and graphs for potential inclusion in future status report.</p> <p>The report must be well organized and formatted and will be subject to revisions based on input from ECCC, the public and Indigenous communities.</p>
4	Coordinate all planning and logistical arrangements to conduct 10 public and stakeholder meetings/events to solicit comments on the BUI #14 Status Report.	Contact representatives of stakeholders and the Indigenous communities to set dates, times, and venues for meetings/information sessions. May all required bookings and use various media to promote the information sessions well in advance to maximize participation. Create the on-line registration tool and include the appropriate instructions and details pertaining to the event. Plan and coordinate all logistics for the virtual/in-person information sessions/meetings as required and create the agenda and PowerPoint presentations. Solicit and collect feedback and ensure sessions are recorded and made available.
5	Prepare a public and Indigenous engagement summary report.	During the public and Indigenous information sessions/meetings, document comments, questions and responses provided. In the event a question cannot be answered, collaborate with ECCC to develop and provide the necessary response. Summarize common types of concerns or comments and how these concerns were or could be addressed by ECCC or the RAP Team. A summary table of all event details, images and links to all recordings of the virtual sessions will be required.

**Deliverables:**

**Deliverables 2021-22: [Estimate 25-30 weeks]**

1. A project work plan including call schedule provided in a word document or pdf document.
2. A draft status recommendation report for the *loss of fish and wildlife habitat* beneficial use impairment (BUI 14).
3. An interim report and presentation on the angler survey results.
4. A report summarizing annual public and Indigenous engagement.

**Deliverables 2022-23: [Estimate 40-45 weeks]**

5. A final status recommendation report for the *loss of fish and wildlife habitat* beneficial use impairment (BUI #14).
6. A final PowerPoint presentation and fact sheet on the status report for BUI 14.
7. Final PowerPoint presentation and a summary report on the angler survey results.
8. A report summarizing annual public and Indigenous engagement activities.





**OPTION: Deliverables 2023-24: [Estimate 40-45 weeks]**

1. A draft BUI status recommendation report.
2. Two draft AOC-related fact sheets.
3. A report summarizing annual public and Indigenous engagement.



**ANNEX B  
BASIS OF PAYMENT**

*(to be completed at 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:
  - a. 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.