



<p>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:</p> <p>Bid Receiving - Environment and Climate Change Canada / Réception des soumissions – Environnement et changement climatique Canada</p> <p>Electronic Copy: soumissionsbids@ec.gc.ca</p> <p>BID SOLICITATION DEMANDE DE SOUMISSIONS</p> <p>PROPOSAL TO: ENVIRONMENT AND CLIMATE CHANGE CANADA</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>SOUSSION À: ENVIRONNEMENT ET CHANGEMENT CLIMATIQUE CANADA</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>Title – Titre Himalayan Blackberry and Knotweed Management at Alaksen National Wildlife Area and the Sea Island Conservation Area</p>	
	<p>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP 5000060075</p>	
	<p>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) 2022-06-29</p>	
	<p>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)</p> <p>at – à 2:00 P.M. on – le 2022-08-01</p>	<p>Time Zone – Fuseau horaire Eastern Daylight Time (EDT)</p>
	<p>F.O.B – F.A.B See herein</p>	
	<p>Address Enquiries to - Adresser toutes questions à James Molinski James.Molinski@ec.gc.ca</p>	
	<p>Telephone No. – N° de téléphone</p>	<p>Fax No. – N° de Fax</p>
	<p>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ) 2023-03-31</p>	
	<p>Destination of Services / Destination des services Canada</p>	
	<p>Security / Sécurité There is no security requirement applicable to the requirement.</p>	
<p>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur</p>		
<p>Telephone No. – N° de téléphone</p>	<p>Fax No. – N° de Fax</p>	
<p>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)</p>		
<p>Signature</p>	<p>Date</p>	



TABLE OF CONTENTS

PART 1 – GENERAL INFORMATION..... 4

1.1 Security Requirement4

1.2 Statement of Work.....4

1.3 Debriefings4

PART 2 - BIDDER INSTRUCTIONS..... 5

2.1. Standard Instructions, Clauses and Conditions5

2.2 Submission of Bids.....6

2.3 Former Public Servant – Competitive Bid6

2.4 Enquiries - Bid Solicitation.....7

2.5 Applicable Laws7

2.6 Bid Challenge and Recourse Mechanisms.....7

PART 3 - BID PREPARATION INSTRUCTIONS..... 8

3.1 Bid Preparation Instructions8

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION..... 10

4.1 Evaluation Procedures10

4.2. Basis of Selection10

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION..... 16

5.1. Certifications Required with the Bid16

5.2 Certifications Precedent to Contract Award and Additional Information16

5.3 Additional Certifications Precedent to Contract Award16

PART 6 - RESULTING CONTRACT..... 18

6.1 Security Requirement18

6.2. Statement of Work.....18

6.3. Standard Clauses and Conditions18

6.4. Term of Contract19

6.5. Authorities19

6.6. Proactive Disclosure of Contracts with Former Public Servants.....20

6.7 Payment.....20

6.8. Invoicing Instructions21

6.9. Certifications and Additional Information21

6.10. Applicable Laws21



6.11. Priority of Documents	21
6.12. Insurance	22
6.13. Dispute Resolution	22
ANNEX “A”	23
STATEMENT OF WORK	23
ANNEX “B”	30
BASIS OF PAYMENT	30
ANNEX “C”	32
PRICE CERTIFICATION	32



PART 1 – GENERAL INFORMATION

1.1 Security Requirement

There is no security requirement applicable to the requirement.

1.2 Statement of Work

Environment and Climate Change Canada (ECCC) has a requirement for Himalayan Blackberry and Knotweed Management at Alaksen National Wildlife Area and the Sea Island Conservation Area. The term of the Contract is from award to March 31, 2023 with two one-year option periods.

1.3 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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.



PART 2 - BIDDER INSTRUCTIONS

2.1. 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 PSPC/PWGSC 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

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"

2.2 Submission of Bids

Bids must be submitted to Environment and Climate Change Canada at the address and by the date, time and place indicated on page 1 of the bid solicitation.

2.3 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 FPSs, 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 FPSs 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: 2019-01 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.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) 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.

2.5 Applicable Laws

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

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

2.6 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

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (1 electronic copy)

Section II: Financial Bid (1 electronic copy)

Section III: Certifications (1 electronic copy)

Note for electronic submission of bids:

In order to be considered, bids must be received by 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

Attention: James Molinski

Solicitation Number: 5000060075

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 Basis of Payment in Annex "B". 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 Basis of Payment in Annex "B". The total amount of Applicable Taxes must be shown separately.

1.3 Bidders must submit their rates 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 in accordance with the Basis of Payment in Annex "B".

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.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 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.

4.1.1 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.

4.1.1.1 Technical Evaluation

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

Mandatory Technical Criteria is included in Attachment 1 to Part 4.

4.1.1.2 Point Rated Technical Criteria

Bidders must obtain a minimum overall score of **15 points** in order for its bid to be considered responsive.

Point Rated Technical Criteria is included in Annex Attachment 1 to Part 4

4.1.3 Financial Evaluation

4.1.3.1 Evaluation of Price

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

4.2. Basis of Selection

4.2.1. Basis of Selection - Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - (a) comply with all the requirements of the bid solicitation;
 - (b) meet all mandatory technical criteria;and
 - (c) Bidders must obtain a minimum overall score of **15 points** in order for its proposal to be considered responsive.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The evaluation will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30 % for the price.



4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

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

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

<u>Bidder</u>	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	90/100	70/100	80/100
Bid Evaluated Price	\$120,000.00	\$100,000.00	\$110,000.00
<u>Calculations</u>			
Technical Merit Score	$90/100 \times 70 = 63$	$70/100 \times 70 = 49$	$80/100 \times 70 = 56$
Pricing Score	$100/120 \times 30 = 25$	$100/100 \times 30 = 30$	$100/110 \times 30 = 27.27$
Combined Rating	88	79	83
Overall Rating	1 st	3 rd	2 nd



**ATTACHMENT “1” (TO PART 4,
MANDATORY TECHNICAL CRITERIA AND POINT RATED TECHNICAL CRITERIA)**

Mandatory Technical Criteria		Mandatory Criterion Met	Page Number
M1	<p>The Bidder’s project manager must hold accreditation from an approved accredited organization such as the College of Applied Biology of British Columbia, the British Columbia Institute of Agrologists, or the Association of British Columbia Forest Professionals.</p>		
M2	<p>The Bidder must demonstrate using project descriptions that it has a minimum of 5 years of experience treating knotweed species using a combination of foliar and stem injection pesticide applications.</p> <p>1 year is defined as at least 3 months within a growing season (April to September).</p> <p>In order to demonstrate this experience the Bidder is requested to complete the Bidder Experience Table found at Attachment 2 to Part 4, or provide the equivalent information in its bid.</p>		
M3	<p>The Bidder must demonstrate using project descriptions that it has a minimum of 5 years of experience treating Himalayan blackberry using manual removal techniques.</p> <p>1 year is defined as at least 6 months within a calendar year.</p> <p>In order to demonstrate this experience the Bidder is requested to complete the Bidder Experience Table found at Attachment 2 to Part 4, or provide the equivalent information in its bid.</p>		



	Rated Technical Criteria	Maximum Points	Points received
R1	<p>The Bidder should demonstrate using project descriptions that it has 6 years or more of experience treating knotweed species using a combination of foliar and stem injection pesticide applications.</p> <p>a. Evaluation Grid:</p> <ul style="list-style-type: none"> i. Bidder reports more than 10 years experience = 10 points ii. Bidder reports between 6 and 10 years experience = 5 points <p>1 year is defined as at least 3 months within a growing season (April to September).</p> <p>In order to demonstrate this experience the Bidder is requested to complete the Bidder Experience Table found at Attachment 2 to Part 4, or provide the equivalent information in its bid.</p>	10	
R2	<p>The Bidder should demonstrate using project descriptions that it has 6 or more years of experience treating Himalayan blackberry using manual removal techniques.</p> <p>a. Evaluation Grid:</p> <ul style="list-style-type: none"> i. Bidder reports more than 10 years experience = 10 points ii. Bidder reports between 6 and 10 years experience = 5 points <p>1 year is defined as at least 6 months within a year.</p> <p>In order to demonstrate this experience the Bidder is requested to complete the Bidder Experience Table found at Attachment 2 to Part 4, or provide the equivalent information in its bid.</p>	10	
R3	<p>The Bidder should demonstrate using project descriptions that it has at least 5 years of experience treating invasive plant species on publically accessible lands.</p> <p>a. Evaluation Grid:</p> <ul style="list-style-type: none"> i. Bidder reports more than 10 years experience = 10 points ii. Bidder reports between 5 and 10 years experience = 5 points <p>1 year is defined as at least 6 months within a year.</p> <p>In order to demonstrate this experience the Bidder is requested to complete the Bidder Experience Table found at Attachment 2 to Part 4, or provide the equivalent information in its bid.</p>	10	



TOTAL POINTS	30	
--------------	----	--



**ATTACHMENT “2” TO PART 4
BIDDER EXPERIENCE TABLE**

The Bidder must complete the following table or provide the equivalent information in its bid to demonstrate its experience for Mandatory Technical Criteria: M2-M3 and Rated Technical Criteria R1-R3.

The Bidder may add rows for additional projects, as required.

Bidder's Experience		
Company Name:		List each applicable criterion
Project:		
Client		
Start Date		
End Date		
Project Description:		
Project:		
Client		
Start Date		
End Date		
Project Description:		



PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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.

5.1. Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](#) website, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity [FCP Limited Eligibility to Bid](#) list available from Employment and Social Development Canada (ESDC) - Labor's website.

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

5.3 Additional Certifications Precedent to Contract Award

5.3.1 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.

5.3.2 Education and Experience

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



PART 6 - RESULTING CONTRACT

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

Title:

6.1 Security Requirement

6.1.1 There is no security requirement applicable to the Contract.

6.2. Statement of Work

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

6.3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the PSPC/PWGSC Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada.

6.3.1 General Conditions

2010B (2022-01-28), General Conditions - Professional Services (Medium Complexity) 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"

At Section 18, Confidentiality:

Delete: In its entirety

Insert: "Deleted"

Insert Subsection: "36 Liability"

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

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

Canada to own Intellectual Property rights in Copyright

At Section 19 Copyright

Delete: In its entirety



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

6.4. Term of Contract

6.4.1 Period of the Contract

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

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 2 additional 1 year period(s) 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 fifteen (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.

6.5. Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: _____

Title: _____

Environment and Climate Change Canada
Procurement and Contracting Division

Address: _____



Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

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

6.5.2 Technical Authority

The Technical Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

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

6.5.3 Contractor's Representative

Name: _____
Title: _____
(Legal & Operating Company Name): _____
Address: _____

Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

6.6. 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: 2019-01 of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 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 \$ _____ (insert the amount at contract award). Customs duties are _____ (insert "included", "excluded" OR "subject to exemption") and Applicable Taxes are extra.



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

6.7.2 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.

6.8. Invoicing Instructions

6.8.1 Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice 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 performed has been accepted by Canada.

6.9. Certifications and Additional Information

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.10. Applicable Laws

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

6.11. 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) the general conditions 2010B (2022-01-28), General Conditions: Professional Services (medium complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Price Certification;
- (f) the Contractor's bid dated _____, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award:*"), as clarified on _____" **or** ", as amended on _____" *and insert date(s) of clarification(s) or amendment(s)*).

6.12. Insurance

SACC Manual clause G1005C 2016-01-28 Insurance – No Specific Requirement

6.13. Dispute Resolution

The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.

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.

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.

Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "<https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/contract-management/dispute-resolution>" Dispute Resolution".

6.1.4 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)*).



ANNEX "A"

STATEMENT OF WORK

Himalayan Blackberry and Knotweed Management at Alaksen National Wildlife Area and the Sea Island Conservation Area

Work Location

ANWA is located at 5421 Robertson Road in Delta, BC (V4K 3N2). ANWA is open between 9:00 – 15:30 from Monday to Friday, excluding weekends and statutory holidays.

SICA is located just north of 5940 Ferguson Road in Richmond, BC (V7B 1M6). SICA can be accessed at any time as there are no limitations to access in place

Background

The Alaksen National Wildlife Area (ANWA) is located on the northern tip of Westham Island in Delta, BC, and was established in 1976 for the conservation of important migration and overwintering habitat for various bird species. The ANWA comprises a portion of the Fraser River delta, which makes up a vital link in the hemispherically significant network of coastal habitats that span from Siberia to South America. The Fraser River delta is considered important in this network because it supports at least half a million birds each winter, and there are no comparable sites along the Pacific coast of North America.

Designated under the Species at Risk Act (SARA), there are at least 15 species at risk that reside within the ANWA. Some of these species include great blue heron (*Ardea herodias*), western painted turtle (*Chrysemys picta bellii*), barn swallow (*Hirundo rustica*), and Pacific water shrew (*Sorex bendirii*) among others. To support these species, the ANWA is comprised of a variety of habitat types, including riparian forests, wetlands, agricultural areas, pastures, estuarine marshes, ponds, sloughs, ditches, and urbanized zones.

Within many of these habitat types, Himalayan blackberry (*Rubus armeniacus*) is present. This particularly fast-growing and invasive species quickly colonizes disturbed substrates and often creates near monocultures of vegetation. Thus, native species diversity, richness, and associated wildlife habitat are generally negatively affected. In addition to effects to ecosystems, Himalayan blackberry also negatively affects infrastructure, as canes can overtop infrastructures and impact building foundations.

While there are ongoing mowing efforts to control Himalayan blackberry throughout ANWA, this management approach is not feasible for use around sensitive habitats and within close proximity to infrastructure and people. In addition, mowing Himalayan blackberry is not an effective long-term removal strategy, as it does not remove the rhizomes from which the canes grow from. Therefore, there is a need for a more sensitive and delicate means of Himalayan blackberry control within ANWA, which will remove



both aboveground and belowground biomass.



Figure 1: Map of Alaksen National Wildlife Area, including its boundary.

The Sea Island Conservation Area (SICA) is located adjacent to Vancouver International Airport (YVR) and consists of approximately 140 hectares of land on the north side of Sea Island dedicated for conservation of wildlife and habitat. SICA was transferred to Environment and Climate Change Canada as a compensation package funded by Transport Canada to replace wildlife habitat lost as a result of runway expansion at YVR. The main goal for management of SICA is to maintain existing populations of wildlife that do not compromise aviation safety. Habitats on SICA consist of woodland, wetland sloughs and old-field habitat, which support several species of birds. One of the major threats to habitats at SICA are invasive species, particularly knotweed (*Polygonaceae* spp.). Knotweed species spread quickly and outcompete native species for resources.

Treatment of knotweed typically consists of a combination of stem injection and foliar application of pesticide, which is then translocated into the root system of the plant, resulting in plant mortality. Simple cutting of aboveground biomass of knotweed is not typically effective without many years of continuous cutting. When cut, the plant rhizomes will grow laterally many metres, resulting in significant spread of the plant. The root structure is particularly hardy and has been known to crack foundations and underground pipes, meaning that manual removal of the root system is challenging if possible at all.



Figure 2: Map of the Sea Island Conservation Area, including its boundary.

Objective

The Objective of the Contract is to reduce the extent of Himalayan blackberry at ANWA, and the extent of knotweed at SICA.

The Work

To achieve this objective, the Contractor must complete the activities outlined in Table 1 and Table 2.

Table 1. Activities to complete to support the objective as it pertains to removal of Himalayan blackberry at ANWA.

Activities and Responsibilities	Description
Project Administration	<ul style="list-style-type: none"> • Communicate with the Technical Authority to determine project plan and schedule • Organize and lead team meetings (virtual preferred, in-person if necessary), including the Technical Authority where possible • Provide overall project management, including weekly updates to the Technical Authority on progress and identification/communication of any necessary adjustments to the work plan or schedule • Prepare and submit a permit application as per the <i>Wildlife Area Regulations</i>
Physical Works	<ul style="list-style-type: none"> • Himalayan blackberry will be removed with hand tools from the locations identified in Figure 3, as directed by the Technical Authority • Both aboveground and belowground biomass must be removed



	<ul style="list-style-type: none"> • Work will be conducted in a way to mitigate disturbances to wildlife and their habitats • Impacts to visitors must be considered during removal of Himalayan blackberry – piles of removed Himalayan blackberry must be stored in neat piles that will not block transport corridors or pose a risk to passerby via entanglement, or impede other critical functions at the NWA • Removed Himalayan blackberry must be disposed of at an appropriate green waste facility outside the NWA • Vehicles must be parked at designated locations as designated by the Technical Authority
--	---



Figure 3: Locations at ANWA where Himalayan blackberry is to be removed using hand tools to mitigate disturbances to wildlife and native vegetation. Red lines indicate linear features such as trails, fences, and ditches that have blackberry growing along. The red ovals indicate areas that are a mosaic of various vegetation, including Himalayan blackberry, such as around the Pacific Wildlife Research Centre (PWRC).

Table 2: Activities to complete to support the objective as it pertains to treatment of knotweed at SICA.

Activities and Responsibilities	Description
Project Administration	<ul style="list-style-type: none"> • Communicate with the Technical Authority to determine project plan and schedule • Organize and lead team meetings



	<ul style="list-style-type: none"> • Provide overall project management, including updates on progress and identification/communication of any necessary adjustments to the work plan or schedule
Physical Works	<ul style="list-style-type: none"> • Monitor knotweed patches to determine the extent of infestation, around the four sites identified in Figure 4 • Erect/remove pesticide use notifications before and after treatments • Treatment (two if possible) of knotweed using a combination of stem injection and foliar application of pesticide • Conduct work in a way to mitigate disturbances to wildlife and their habitats (e.g., accounting for weather effects on overspray and non-target impacts) • Impacts to visitors must be considered while working within SICA, such as ensuring that vehicles and tools do not block roads • Safely transport and store chemicals such as pesticides



Figure 4: Locations at SICA where knotweed was treated in 2018. These sites, as well as the surrounding areas should be checked for regrowth following treatment in 2019. The sites were not treated in 2020 so it is anticipated that the knotweed may have spread since treatment in 2018.

Tasks and Deliverables

All deliverables described below will be subject to review and acceptance by the Technical Authority. Each of the deliverables are required each year for the length of the contract.



1. NWA Permit Application as Required

If required, the Contractor must submit a NWA permit application to the Technical Authority at least three weeks in advance of the fieldwork start date, covering all the activities that will be completed within ANWA. No NWA permit is required for work within SICA. NWA permit applications can cover up to three years.

2. Himalayan Blackberry Removal at ANWA

A field day consists of an eight-hour workday of a four-person crew, complete with tools, truck(s), and trailer(s) (if required for transport of Himalayan blackberry to a disposal site).

Himalayan blackberry removal can commence after the close of the bird-nesting window (late August), and can must be completed by 15 March for each contract year.

3. Monitoring of Extent of Knotweed Infestation at SICA

Treatment of knotweed did not occur in 2020, meaning that the known patches of knotweed could have grown in extent. Therefore, monitoring will be important to complete before treatment occurs to ensure that all the patches of knotweed are treated. Monitoring should include maps illustrating locations of knotweed, photos, and size of patches.

Monitoring must be completed before the commencement of each contract year's treatment.

4. Treatment of Knotweed at SICA

At least one treatment of knotweed should occur. Where possible and advisable, two treatments of knotweed will occur. The treatment of knotweed must be completed in accordance with the provincial regulations on pesticide use.

Treatment of knotweed must be completed during the growing season, and before the start of the fall rainy season. The cut-off date for the end of the knotweed treatment window will be identified in communication with the Technical Authority.

5. Final Report

A final report (Word or pdf) will be submitted to the Technical Authority, which will contain information relating to the deliverables listed above, and how they were met. This should include the number of field days of Himalayan blackberry removal at ANWA, results of monitoring for knotweed and at SICA, as well as details about how the treatments at SICA were completed such as amount of pesticides used, when treatment was completed, and any suggestions for how to improve treatment outcomes in subsequent years.

The final report is to be submitted to the Technical Authority by 10 March of each contract year.

Schedule

The work will be completed according to the following schedule, with "Y" indicating when work can be completed. The "X" indicates the duration of the avian nesting window in which vegetation removal cannot occur.

Table 3: Months in which each deliverable can be completed ("Y").

Item	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
1: NWA permit	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
2: Blackberry removal						Y	Y	Y	Y	Y	Y	
3: Knotweed monitoring	Y	Y	Y	Y	Y	Y						
4: Knotweed treatment	Y	Y	Y	Y	Y	Y						
5: Final report											Y	Y
Avian nesting window (vegetation)	X	X	X	X	X							X



removal cannot occur)											
-----------------------	--	--	--	--	--	--	--	--	--	--	--

The following table indicates the estimated number of field days required to complete the work. Please note that the time required to complete Tasks and Deliverables may be subject to change due to external factors (e.g., the permit application may require more time due to the permitting officer requesting further elaboration on sections of the application, or the knotweed treatment could require more time if additional patches of knotweed are discovered during monitoring).

Table 4: Approximation of the number of days required to complete each deliverable.

Deliverable	Personnel requirement	Year 1	Year 2 (optional)	Year 3 (optional)	Total
1: NWA Permit	1 person	1 day	1 day	1 day	3 days
2: Blackberry removal	4 person crew	70 days	31 days	31 days	132 days
3: Knotweed monitoring	2 person crew	1 day	1 day	1 day	3 days
4: Knotweed treatment	2 person crew	n/a due to timing	2 days	2 days	4 days
5: Final report	1 person	1 day	1 day	1 day	3 days
					Total: 145 days

Canada Responsibilities

Environment and Climate Change Canada will provide access to the relevant existing data, imagery, reports, and maps of the sites.

Contractor Responsibilities

The contractor will provide all tools, labour, and materials required to complete the work to the satisfaction of the Technical Authority.

The Contractor must hold a valid pesticide license (<http://www.spmabc.com/government/licensing/>). The Contractor must provide a copy to the Technical Authority prior within 10 days of contract award.

The Contractor’s lead pesticide applicator must hold a valid Industrial Vegetation and Noxious Weed Pesticide Applicator certificate obtained in BC (<https://www2.gov.bc.ca/gov/content/environment/pesticides-pest-management/certification-training/certificate-training-categories/industrial-vegetation-noxious-weed>). The Contractor must provide a copy to the Technical Authority prior within 10 days of contract award.

Travel within the sites by vehicle or on foot is required. Travel is the responsibility of the Contractor.

The only facilities that the Contractor will have access to are the public restrooms at ANWA.



ANNEX “B”

BASIS OF PAYMENT

The Contractor will be paid as follows:

Table 1

Year 1: Contract Award – March 31, 2023			
Requirement	Estimated Number of Days	Daily Rate	Total Price
Field Days	145 days (a)	\$ _____ (b)	\$ _____ (a)*(b) = (c)
Final Report			\$ _____ (d)
Total for Year 1			\$ _____ (c) + (d)

Table 2

Option Year 1: April 1, 2023 – March 31, 2024			
Requirement	Estimated Number of Days	Daily Rate	Total Price
Field Days	145 days (a)	\$ _____ (b)	\$ _____ (a)*(b) = (c)
Final Report			\$ _____ (d)
Total for Option Year 1			\$ _____ (c) + (d)



Table 3

Option Year 2: April 1, 2024 – March 31, 2025			
Requirement	Estimated Number of Days	Daily Rate	Total Price
Estimated Field Days	145 days (a)	\$ _____ (b)	\$ _____ (a)*(b) = (c)
Final Report			\$ _____ (d)
Total for Option Year 2			\$ _____ (c) + (d)

EVALUATED PRICE (Total Table 1 + Total Table 2 + Total Table 3)	\$ _____
APPLICABLE TAXES	\$ _____
TOTAL PRICE INCLUDING APPLICABLE TAXES	\$ _____



ANNEX "C"

PRICE CERTIFICATION

Rate or Price Certification

The Contractor certifies that the price proposed:

a. is not in excess of the lowest price charged anyone else, including the Contractor's most favoured customer, for the like quality and quantity of the goods, services or both;

b. does not include an element of profit on the sale in excess of that normally obtained by the Contractor on the sale of goods, services or both of like quality and quantity, and

c. does not include any provision for discounts to selling agents.

Name and Title: _____

Company Name: _____

Signature: _____ **Date:** _____