



<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:</p> <p>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 <i>Yellow Flag Iris Treatment and Monitoring at Vaseux-Bighorn National Wildlife Area, 2023-2026</i></p>	
	<p>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP <i>5000071371</i></p>	
	<p>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) <i>2023-05-18</i></p>	
	<p>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ) at – à 2:00 P.M. PDT <i>on – le 2023-06-07</i></p>	<p>Time Zone – Fuseau horaire <i>Pacific Daylight Time</i></p>
	<p>F.O.B – F.A.B <i>N/A</i></p>	
	<p>Address Enquiries to - Adresser toutes questions à <i>Angelina Garcia</i> <i>Contracting Authority</i> <i>Email : angelina.garcia@ec.gc.ca</i></p>	
	<p>Telephone No. – N° de téléphone <i>778-726-1680</i></p>	<p>Fax No. – N° de Fax</p>
	<p>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ) <i>Contract award to 2027-03-31</i></p>	
	<p>Destination of Services / Destination des services <i>British Columbia</i></p>	
	<p>Security / Sécurité <i>There is no security requirement applicable to this solicitation.</i></p>	
<p>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur <i>(Insert-Ajouter)</i></p>		
<p>Telephone No. – N° de téléphone <i>(Insert-Ajouter)</i></p>	<p>Fax No. – N° de Fax <i>(Insert-Ajouter)</i></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>	



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PART 1 - GENERAL INFORMATION

1.1 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 and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security 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 Criteria, Bidder's Resource Experience Experience Table, and Bidder's Experience Table.

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

1.2 Summary

- 1.2.1 Environment and Climate Change Canada has a requirement for services for Yellow Flag Iris Treatment and Monitoring at Vaseux-Bighorn National Wildlife Area as detailed in the Statement of Work, Annex A to the bid solicitation. The period of the contract is from contract award to March 31, 2027.
- 1.2.2 Bidders must provide a list of names, or other related information as needed, pursuant to section 01 Integrity Provisions of Standard Instructions in [2003](#).
- 1.2.3 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.
- 1.2.4 The requirement is subject to the provisions of the 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.

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 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

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* (<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](#) (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The standard instructions 2003 are modified as follows:

Under “Text” at 02:

Delete: “Procurement Business Number”

Insert: “Deleted”

At Section 02 Procurement Business Number

Delete: In its entirety

Insert: “Deleted”

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

Delete: In its entirety

Insert: “send its bid only to Environment and Climate Change Canada as specified on page 1 of the bid solicitation or to the address specified in the bid solicitation;”

At Section 06 Late Bids:

Delete: “PWGSC”

Insert: “Environment and Climate Change Canada”

At Section 07 Delayed Bids:

Delete: “PWGSC”

Insert: “Environment and Climate Change Canada”

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

Delete: In its entirety

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

Delete: In their entirety

Insert: “Deleted”

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

Delete: “the Procurement Business Number of each member of the joint venture,”

Insert: “Deleted”

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

Delete: In its entirety

Insert: “Deleted”

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

Delete: “sixty (60) days”

Insert: “one hundred and twenty (120) days”



2.2 SACC Manual Clauses

[A7035T](#) (2007-05-25), List of Proposed Subcontractors

If the bid includes the use of subcontractors, the Bidder agrees, upon request from the Contracting Authority, to provide a list of all subcontractors including a description of the things to be purchased, a description of the work to be performed and the location of the performance of that work. The list should not include the purchase of off-the-shelf items, software and such standard articles and materials as are ordinarily produced by manufacturers in the normal course of business, or the provision of such incidental services as might ordinarily be subcontracted in performing the Work.

2.3 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.

2.4 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: 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.

2.5 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) 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.

2.6 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.

2.7 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

3.1 Bid Preparation Instructions

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

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications

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: Angelina Garcia
Solicitation Number: 5000071371

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. 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.
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.



3. Bidders must submit their rates FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.

4. Price Breakdown

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

- a) Professional fees: For each of the deliverable identified, the bidders should indicate: i) the firm hourly rate, inclusive of overhead and profit; and ii) the estimated number of hours, as applicable. The bidders should indicate the number of hours in one working day.
- b) Applicable Taxes: The bidders should indicate the Applicable Taxes separately.

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**

1.0 The Bidder should complete the Financial Bid Presentation Sheet and include it in its financial bid once completed. As a minimum, the Bidder must respond to this Financial Presentation Sheet by including in its financial bid for each of the periods specified below its quoted all inclusive fixed hourly rate (in Cdn \$) for each of the deliverable identified.

No.	Deliverable	Bid Price
	Year 1 : June 1, 2023 – March 31, 2024	
1	Preparation	\$
2	Field Work - Treatment	\$
3	Field Work - Monitoring	\$
4	Reporting	\$
	Year 1: Total Bid Price (A)	\$

No.	Deliverable	Bid Price
	Year 2 : April 1, 2024 – March 31, 2025	
1	Preparation	\$
2	Field Work - Treatment	\$
3	Field Work - Monitoring	\$
4	Reporting	\$
	Year 2 Total Bid Price (B)	\$

No.	Deliverable	Bid Price
	Year 3 : April 1, 2025 – March 31, 2026	
1	Preparation	\$
2	Field Work - Treatment	\$
3	Field Work - Monitoring	\$
4	Reporting	\$
	Year 3: Total Bid Price (C)	\$



No.	Deliverable	Bid Price
	Year 4 : April 1, 2026 – March 31, 2027	
1	Preparation	\$
2	Field Work - Treatment	\$
3	Field Work - Monitoring	\$
4	Reporting	\$
	Year 4: Total Bid Price (D)	\$
	Total Evaluated Price (A + B + C + D)	\$
	Applicable Taxes	\$
	Total Bid Price (including Applicable Taxes)	\$



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.

4.2 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.

Mandatory and point rated technical evaluation criteria are included in Attachment "1" to Part 4.

4.3 Financial Evaluation

4.3.1 Evaluation of Price

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

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

- 4.3.2.1** 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.

4.4 Basis of Selection

4.4.1 Basis of Selection – Highest Combined Rating of Technical Merit [70%] and Price [30%]

4.4.1.1 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 20 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 30 points.

4.4.1.2 Bids not meeting (a) or (b) or (c) will be declared non-responsive.

4.4.1.3 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.

4.4.1.4 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%.

4.4.1.5 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.

4.4.1.6 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.



4.4.1.7 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 135 and the lowest evaluated price is \$45,000 (45).

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

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
	Pricing Score	$45/55 \times 30 = 24.54$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30.00$
Combined Rating		84.17	73.15	77.70
Overall Rating		1st	3rd	2nd



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

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

The Bidder must submit a resumé that includes details on how it responds to the mandatory technical criteria below.

Mandatory Technical Criteria

No.	Mandatory Technical Criteria	Met/Not Met	Page Number
MT1	<p>The Bidder must identify a Project Manager who has achieved a Masters level degree or higher in biology, ecology, forestry, or environmental science.</p> <p>To demonstrate this, the Bidder must declare that they meet the education requirement from a recognized university by including it in their detailed CV of the proposed Project Manager named in the proposal.</p>		
MT2	<p>The Bidder’s proposed Project Manager must hold accreditation as a Professional Agrologist, (P.Ag) from the British Columbia Institute of Agrologists or Registered Profession Biologist (R.P.Bio.) from the College of Applied Biology of British Columbia.</p> <p>To demonstrate this, the Bidder’s must declare the Project Manager’s accreditation by including in it in the detailed CV of the proposed resource named in the proposal.</p>		
MT3	<p>The Bidder’s proposed Project Manager must have experience in two (2) projects conducting invasive species management (as project manager or crew member) in installing benthic barriers to treat invasive species outbreaks in the last 5 years from date of bid closing.</p> <p>The Bidder must demonstrate that the Project Manager meets the experience requirements by including in it in the detailed CV of the proposed resource named in the proposal and through project descriptions by filling out the Bidder’s Resource Experience Table in Attachment 2 to Part 4.</p>		
MT4	<p>To support experience requirement/s in MT3, the Bidder must provide at least 1 customer reference by including in it in the detailed CV of the proposed resource named in the proposal. The customer reference must each confirm, if requested by Canada, the information required by the facts identified in the Bidder’s bid.</p> <p>For each customer reference, the Bidder must, at a minimum, provide the name, telephone number and e-mail address for a contact person.</p> <p>Bidders are also requested to include the title of the contact person. It is the sole responsibility of the Bidder to ensure that it provides a contact who is knowledgeable about the services the Bidder has</p>		



	<p>provided to its customer and who is willing to act as a customer reference. Crown references will be accepted.</p> <p>If reference check is performed, Canada will follow the process outlined in Attachment 4 to Part 4, Process for Reference Checks.</p>		
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Point Rated Technical Criteria

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the table inserted below.

Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.

No.	Point-rated Technical Criteria	Maximum Points
RT1	<p>The Bidder should demonstrate that it has completed ecology management and invasive species treatment projects (i.e. conducting inventory, developing and implementing treatment plans, ongoing monitoring) within the BC Interior within the last 10 years from date of bid closing.</p> <p>To demonstrate that it meets the technical requirements of the work, the Bidder should provide project descriptions, including inclusive periods when work was carried out by filling out the Bidder's Experience Table in Attachment 3 to Part 4.</p> <p>Points will be awarded as follows: 10 pts - > 5 years experience 5 pts - > 2 to 5 years experience 1 pt - 1 to 2 years experience</p>	10
RT2	<p>The Bidder should demonstrate that it has completed past engagement and relationship building projects with environmental non-governmental organizations (i.e. engagement, training, collaboration on past projects, communications, project management, scheduling) within the last 10 years from date of bid closing.</p> <p>To demonstrate that it meets the technical requirements of the work, the Bidder should provide project descriptions by filling out the Bidder's Experience Table in Attachment 3 to Part 4.</p> <p>Points will be awarded as follows: 10 pts - ≥ 10 projects 5 pts - ≥ 6 to 9 projects 1 pt - 1 to 5 projects</p>	10
RT3	<p>The Bidder should demonstrate that it has completed extensive past research and application of invasive species management and benthic barrier installation techniques. Proof of research, research and application of concepts can include publications not just in peer-reviewed journals but other printed and online publications for municipality/ies or county/ies within the last 10 years from date of bid closing.</p> <p>To demonstrate that it meets this requirement, the Bidder should provide a list of all publications (where either the Bidder and/or the proposed resource/s are named), including a description of the topics related to invasive species management and barrier installation techniques, media platform and date of publication.</p> <p>Points will be awarded as follows: 10 pts - > 5 publications 5 pts - > 2 up to 5 publications 1 pt - ≤ 2 publications</p>	10
	TOTAL SCORE	30
	MINIMUM SCORE TO PASS	20



**ATTACHMENT 2 TO PART 4
BIDDER'S RESOURCE EXPERIENCE TABLE**

The Bidder should complete the Experience Table and include it with its bid.

This table is for Mandatory Technical Criteria

Additional rows for project(s) may be added as required.

Project Manager Experience	
MT3 - Experience conducting invasive species management Project 1	
Company:	
Start Date:	
End Date:	
Project Description:	
MT3 - Experience conducting invasive species management Project 2	
Company:	
Start Date:	
End Date:	
Project Description:	



**ATTACHMENT 3 TO PART 4
BIDDER'S EXPERIENCE TABLE**

The Bidder should complete the Experience Table and include it with its bid.

This table is for Point-Rated Technical Criteria

Additional rows for project(s) may be added as required.

Bidder's Experience Table	
RT1 – Experience in ecology management and invasive species treatment projects	
Project 1	
Company:	
Start Date:	
End Date:	
Project Description:	
RT1 – Experience in ecology management and invasive species treatment projects	
Project 2	
Company:	
Start Date:	
End Date:	
Project Description:	



Bidder's Experience Table	
RT2 – Engagement and relationship building projects with environmental non-governmental organizations Project 1	
Company:	
Start Date:	
End Date:	
Project Description:	
RT2 – Engagement and relationship building projects with environmental non-governmental organizations Project 2	
Company:	
Start Date:	
End Date:	
Project Description:	



ATTACHMENT 4 TO PART 4 PROCESS FOR REFERENCE CHECKS

Reference Checks

1. If a reference check is performed, Canada will conduct the reference check in writing by e-mail. Canada will send all email reference check requests to contacts supplied by all the Bidders within a 48-hour period using the email address provided in the bid.
2. On the third working day after sending out the reference check request, if Canada has not received a response, Canada will notify the Bidder by email, to allow the Bidder to contact its reference directly to ensure that it responds to Canada within 5 working days. If the individual named by a Bidder is unavailable when required during the evaluation period, the Bidder may provide the name and email address of an alternate contact person from the same customer. Bidders will only be provided with this opportunity once for each customer, and only if the originally named individual is unavailable to respond (i.e., the Bidder will not be provided with an opportunity to submit the name of an alternate contact person if the original contact person indicates that he or she is unwilling or unable to respond). The 5 working days will not be extended to provide additional time for the new contact to respond.
3. Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated.
4. Points will not be allocated or a bidder will not meet the mandatory experience requirement (as applicable) if (1) the reference customer states he or she is unable or unwilling to provide the information requested, or (2) the customer reference is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder instead of being a customer of the Bidder itself). Nor will points be allocated or a mandatory met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Bidder.
5. Whether or not to conduct reference checks is discretionary. However, if Canada chooses to conduct reference checks for any given rated or mandatory requirement, it will check the references for that requirement for all bidders who have not, at that point, been found non-responsive.



PART 5 - CERTIFICATIONS

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 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 Certifications Required Precedent to Contract Award

5.2.1 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.

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 at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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 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.

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 A3010T (2010-08-16)

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 AND OTHER REQUIREMENTS

6.1 Security Requirement

There is no security requirement applicable to this contract.

6.2 Insurance Requirements G1007T (2016-01-28)

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

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

Title: *(insert only at contract award)*

7.1. Statement of Work

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

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

[2035](#) (2022-12-01), General Conditions - Professional Services (High Complexity), as modified below, apply to and form part of the Contract.

7.2.2 Specific Person(s)

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

7.3 Security Requirement

7.3.1 There is no security requirement applicable to this Contract.

7.4 Term of Contract

7.4.1 Period of the Contract

The Work is to be performed during the period of contract award to March 31, 2027.

7.5 Authorities

7.5.1 Contracting Authority to be named at contract award

The Contracting Authority for the Contract is:

Name	
Title	
Organization	Environment and Climate Change Canada
Address	
Telephone	
Facsimile	
Email address	

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



7.5.2 Technical Authority to be named at contract award

The Technical Authority for the Contract is:

Name	
Title	
Organization	Environment and Climate Change Canada
Address	
Telephone	
Facsimile	
Email address	

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

7.5.3 Project Authority to be named at contract award

The Project Authority for the Contract is:

Name	
Title	
Organization	Environment and Climate Change Canada
Address	
Telephone	
Facsimile	
Email address	

The Project Authority 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.

7.5.4 Contractor's Representative to be named at contract award

Name	
Title	
Organization	
Address	
Telephone	
Facsimile	
Email address	

7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a *Public Service Superannuation Act* (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.



7.7 Payment

7.7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$_____ (*insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.

7.7.2 Limitation of Expenditure

- a) Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are included and the Applicable Taxes are extra.
- b) No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - i) when it is 75 percent committed, or
 - ii) four (4) months before the contract expiry date, or
 - iii) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
- c) If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.7.4 Method of Payment – Monthly Payments H1008C (2008-05-12)

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.

7.8 Invoicing Instructions

7.8.1 Progress Payments

- 7.8.1.1 The Contractor must submit invoices monthly in accordance with the section entitled "Invoice Submission" of the general conditions.
- 7.8.1.2 Canada will make progress payments in accordance with the payment provisions of the Contract, no more than once a month, for cost incurred in the performance of the Work, up to 100 percent of the amount claimed and approved by Canada if:
 - a) an accurate and complete claim for payment in the form of an itemized account and any other documents required by the Contract is submitted in accordance with the invoicing provisions of the Contract;
 - b) the amount claimed is in accordance with the basis of payment;



- c) the total amount for all progress payments paid by Canada does not exceed 100 percent of the total amount to be paid under the Contract;
- d) all such documents have been verified by Canada;
- e) the work delivered has been accepted by Canada.

7.8.1.3 The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted.

7.8.1.4 Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the rights to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

7.9 Certifications and Additional Information

7.9.1 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.

7.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. (*Insert the name of the province or territory as specified by the bidder in its bid, if applicable.*)

7.11 Priority of Documents

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

- a) the Articles of Agreement;
- b) the supplemental general conditions, [4013](#) (2022-06-20), Compliance with on-site measures, standing orders, policies and rules
- c) the general conditions, [2035](#) (2022-12-01) Professional Services (High Complexity), as modified;
- d) Annex A, Statement of Work;
- e) Annex B, Basis of Payment;
- f) Annex C, Insurance Requirements; and
- g) 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)*).



7.12 Insurance Requirements

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

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

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

7.13 Dispute Resolution

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



**ANNEX “A”
STATEMENT OF WORK**

Yellow Flag Iris Treatment and Monitoring at Vaseux-Bighorn National Wildlife Area, 2023-2026

1.0 Background

Vaseux-Bighorn National Wildlife Area (VBNWA) was created in British Columbia in 1979 to protect habitat for species deemed to be special and important. It provides significant habitat to many bird species and other wildlife, including some at-risk species. The NWA includes many types of habitat such as: wetlands and riparian thickets around Vaseux Lake, arid terraces of grassland, and rugged hillsides with exposed rock.

Within many wetland habitat types at VBNWA yellow flag iris (*Iris pseudacorus*) is present. Yellow flag iris was introduced to North America from the temperate regions of Eurasia as an ornamental wetland plant in the early 1900s. Yellow flag iris is tolerant of many site conditions, including freshwater, brackish and saline environments and can withstand extended periods of drought. It's seeds can spread downstream of parent plants and new colonies can establish in undisturbed areas. These abilities make yellow flag iris a strong competitor in a wide variety of habitats across North America.

Once established, yellow flag iris grows and spreads rapidly, displacing native wetland plants to form dense colonies. It readily outcompetes native cattails, sedges, and rushes, reducing habitat for birds, fish, and amphibian species. Immediate and ongoing action is required to control and limit the spread of this invasive plant to preserve the biodiversity and ecosystem function of the NWAs.

2.0 Objective:

To conduct multi-year treatments of yellow flag iris infestations at Vaseux-Bighorn NWA and monitor the success of past treatment efforts.

The Contractor is responsible for supplying their own work vehicle, field crew, labour and all tools, equipment, and safety equipment required to complete their work.

3.0 Tasks:

The Contractor must perform and complete the work annually. The work consists of three stages as follows:

Stage	Activities
1. Preparation:	Communications with ECCC, submit regulatory approvals as required.
	Determine treatment areas, purchase necessary field gear and equipment (including benthic barriers, sand bags spikes, washers), and plan the treatment logistics.
	Under the Direction of ECCC, engage with local non-government organizations (NGOs) (e.g. Nature Trust of BC, First Nations, etc.) to identify any additional volunteer crew resources who may assist with the field work. Specifically, CWS will lead engagement and consultation with any First Nations (FNs) and bring the Contractor into the conversation as appropriate.
2. Fieldwork	Conduct treatment of yellow flag iris (surveying, benthic barrier installation, dead heading).
	Conduct monitoring of treatment areas (data collection, photo monitoring).
	Train field crew of NGO / community volunteers/ FN as required.
3. Reporting	Complete a year end report for yellow flag iris treatment and monitoring efforts.



3.1 Work Considerations

Occupational Health and Safety Requirements

The Contractor’s Field Team Leader must:

- a. Ensure adequate training of all team members (including volunteers).
- b. Ensure implementation of controls (e.g., PPE, medical precautions).
- c. Ensure that at least one team member is certified in first aid/CPR and ensure that a first aid kit is available.
- d. Ensure adequate provisions for food, shelter, water, communication, and transportation.
- e. Conduct ongoing risk assessments & report new hazards ECCC.
- f. Resolve safety concerns arising in the field.
- g. Maintain regular contact with ECCC.
- h. Inform ECCC of all incidents (e.g., injuries, illnesses, or near-misses).

4.0 Deliverables:

The Contractor must perform and complete the following deliverables annually according to timelines below:

Year	Deliverable	Schedule (Each Year)
2023	Preparation	June
	Field Work - Treatments 10 days minimum; Field crew of 2 minimum	June 1 – August 30
	Field Work – Monitoring 1 day minimum; Field crew of 2 minimum	July 1 – August 30
	Reporting (approx. 8 page report)	September 1 – December 30
2024	Preparation	April 1-30
	Field Work - Treatments 10 days minimum; Field crew of 2 minimum	May 1 – June 30
	Field Work – Monitoring 1 day minimum; Field crew of 2 minimum	July 1 – August 30
	Reporting (approx. 8 page report)	September 1 – December 30
2025	Preparation	April 1-30
	Field Work - Treatments 10 days minimum; Field crew of 2 minimum	May 1 – June 30
	Field Work – Monitoring 1 day minimum; Field crew of 2 minimum	July 1 – August 30
	Reporting (approx. 8 page report)	September 1 – December 30
2026	Preparation	April 1-30
	Field Work - Treatments 10 days minimum; Field crew of 2 minimum	May 1 – June 30
	Field Work – Monitoring 1 day minimum; Field crew of 2 minimum	July 1 – August 30
	Reporting (approx. 8 page report)	September 1 – December 30

The field work must include a minimum 10 days’ field work of yellow flag iris treatment, with a minimum crew of at least 2 persons, plus NGO / community volunteers / FNs.

The format of the final report will be in .pdf format. GIS coordinates and an attribute table (excel format) are also required. The final report should include maps showing the locations of deadheading, matting and monitoring results.



All deliverables are subject to the review and acceptance of the Technical Authority.

5.0 Government Supplied Materiel

ECCC will provide access to Vaseux-Bighorn NWA, project management and guidance to facilitate completion of the project objectives and deliverables.

6.0 Official Languages

English is the preferred language of communication and reporting related to this contract.

7.0 Work Location:

The Contractor must perform the work at the Vaseux-Bighorn NWA.

8.0 Travel:

Travel, if any, is the responsibility of the Contractor. Travel costs will not be reimbursed under this contract.

10.0 Sustainable Procurement Considerations

The Contractor should make an effort to ensure that their operations and performance of the Work align with the Treasury Board [Policy on Green Procurement](#) and [Greening Government Strategy](#). Procurement documents will specify the green procurement criteria and standards to be met and provide guidelines for the evaluation of proposals with respect to those criteria and standards.

11.0 Accessibility Considerations

The Government of Canada strives to ensure that the goods and services it procures are inclusive by design and accessible by default, in accordance with the [Accessible Canada Act](#), its associated regulations and standards, and Treasury Board Contracting Policy.

The Contractor must produce and compile reports in a manner that is accessible to those who are visually impaired or have other disabilities. This can be achieved by ensuring that reports are produced in standard formats such as Microsoft Word or pdf, that can be read using screen readers, and by ensuring that any figures (including illustrations or maps) have a detailed caption that describes the content and key messages of the figures.



ANNEX "B"
BASIS OF PAYMENT

(to be completed at contract award)



ANNEX "C" INSURANCE REQUIREMENTS

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.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. 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.
 - d. 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.
 - e. 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.
 - f. 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.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. 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.
 - j. 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.
 - k. 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.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
 - o. 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.