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	<p><b>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP</b> <b>5000072674</b></p>	
	<p><b>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ)</b> <b>2023-05-18</b></p>	
	<p><b>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)</b> <b>at – à 2:00 P.M.</b> <b>on – le 2023-06-07</b></p>	<p><b>Time Zone – Fuseau horaire</b> <b>Pacific Daylight Time</b></p>
	<p><b>F.O.B – F.A.B</b></p>	
	<p><b>Address Enquiries to - Adresser toutes questions à</b> <b>Angelina Garcia</b> <b>Contracting Authority</b> <b>Environment and Climate Change Canada</b> <b>#101 – 401 Burrard St., Vancouver, BC V6C 3R2</b> <b>Email: <a href="mailto:Angelina.Garcia@ec.gc.ca">Angelina.Garcia@ec.gc.ca</a></b></p>	
	<p><b>Telephone No. – N° de téléphone</b> <b>778-726-1680</b></p>	<p><b>Fax No. – N° de Fax</b></p>
	<p><b>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ)</b> <b>Contract award - 2026-03-31</b></p>	
	<p><b>Destination - of Services / Destination des services</b> <b>Okanagan, British Columbia</b></p>	
	<p><b>Security / Sécurité</b> <b>There is no security requirement associated with this solicitation.</b></p>	
<p><b>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur</b></p>		
<p><b>Telephone No. – N° de téléphone</b></p>	<p><b>Fax No. – N° de Fax</b></p>	
<p><b>Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print) /</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b></p>		
<p><b>Signature</b></p>	<p><b>Date</b></p>	



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## **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, and Bidder's Resource 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 (ECCC) has a requirement for Live Staking Restoration at the Northwest Marsh Unit of Vaseux-Bighorn National Wildlife Area, 2023-2026 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, 2026.

This is a multi-year project that focuses on increasing the riparian ecotones and providing restoration site maintenance (watering, invasive species management) to support migratory birds, species at risk, and conservation outcomes within the NWA.

- 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 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 2.4 of Part 2 of the bid solicitation.
- 1.2.4 This 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 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.

## **2.5 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.

## **2.6 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 Basis for Canada's Ownership of Intellectual Property**

Environment and Climate Change Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the [Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts](#): the main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.



## 2.8 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

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

#### **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](mailto:soumissionsbids@ec.gc.ca)  
Attention: Angelina Garcia  
Solicitation Number: 5000072674

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

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

Bids sent by fax will not be accepted.

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

#### **Section I: Technical Bid**

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

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

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





**Section II: Financial Bid**

- 1.1 Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.
- 1.2 Bidders must submit their financial bid in Canadian funds and in accordance with the Financial Bid Presentation Sheet in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.
- 1.3 Bidders must submit their 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 for the following elements for the performance of the Work, as applicable:

- a) Professional fees: For each of the activities identified in the Work, 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.

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

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

**Section III: Certifications**

Bidders must submit the certifications required under Part 5.



**ATTACHMENT “1” TO PART 3 -  
FINANCIAL BID PRESENTATION SHEET**

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 activities identified.

<b>Year</b>	<b>Activity</b>	<b>Timeline</b>	<b>Amount</b>
2023/24	Project Administration and Planning	August 1	\$
	Field Work - Monitoring	Early to mid-August	\$
	Field Work – Site maintenance	August – September 30	\$
	Field Work – Harvesting and planting	October 1 – December 31	\$
	Reporting	January 1 – January 31	\$
	Contract Award – March 31, 2024 (A) Sub-total		\$
2024/25	Project Administration and Planning	April	\$
	Field Work - Monitoring	May 1 – May 31	\$
	Field Work – Site maintenance	May 1 – September 30	\$
	Field Work – Harvesting and planting	October 1 – December 31	\$
	Reporting	January 1 – January 31	\$
	April 1, 2024 – March 31, 2025 (B) Sub-total		\$
2025/26	Project Administration and Planning	April	\$
	Field Work - Monitoring	May 1 – May 31	\$
	Field Work – Site maintenance	May 1 – September 30	\$
	Field Work – Harvesting and planting	October 1 – December 31	\$
	Reporting	January 1 – January 31	\$
	Final wrap-up		\$
	April 1, 2025 – March 31, 2026 (C) Sub-total		\$

<b>Financial Evaluation Summary</b>	
Total Price - Firm Contract Year 1 (A)	\$
Total Price - Firm Contract Year 2 (B)	\$
Total Price - Firm Contract Year 3 (C)	\$
Total Evaluated Bid Price (A + B + C)	\$
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:

- a) 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
<b>Overall Technical Score</b>		115/135	89/135	92/135
<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
	<b>Pricing Score</b>	$45/55 \times 30 = 24.54$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30.00$
<b>Combined Rating</b>		84.17	73.15	77.70
<b>Overall Rating</b>		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.

**For all the project descriptions required to respond to the technical criteria, Bidder must use the Bidder's Experience Table (see Attachment 2 of Part 4)**

No.	Mandatory Technical Criteria	Met (Pass/Fail)	Cross-Reference to bid (indicate page #)
MT1	The Bidder's proposed resource must have a Masters level degree or higher in biology, ecology, forestry or environmental science.  In order to demonstrate that the proposed resource meets this requirement, the Bidder must provide proof of education (copy of degree/diploma) with their bid.		
MT1	The Bidder's proposed resource must hold an active accreditation of good standing as a Registered Profession Biologist (R.P.Bio.) from the College of Applied Biology of British Columbia.  In order to demonstrate that the proposed resource meets this requirement, the Bidder must provide proof of certification of completion with their bid.		

**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.

For all the project descriptions required to respond to the technical criteria, Bidder must use the Bidder's Resource Experience Table for Point Rated Technical Criteria (see Attachment 3 of Part 4).

No.	Point-Rated Technical Criteria	Points allocated	Maximum points	Cross-Reference to bid (indicate page #)
RT1	The Bidder should demonstrate that its proposed resource has experience within the last 15 years from date of bid closing completing restoration projects by harvesting and planting live stakes within B.C. Interior. A year of experience is defined as completing a livestaking project lasting a minimum of five days within a calendar year.  In order to demonstrate that the proposed resource meets this requirement, the Bidder should	Points will be awarded as follows: <ul style="list-style-type: none"> <li>• 10 points for ≥ 10 years of experience</li> <li>• 5 points for 5-9 years of experience</li> <li>• 1 point for 1-5 years of experience</li> </ul>	10	



	<p>identify the projects by completing the Bidder's Resource Experience Table for Point-rated Technical Criteria (see Attachment 2 of Part 4). As a minimum it should include the following information.</p> <ul style="list-style-type: none"> <li>• Name of Project</li> <li>• Area/Site of Project</li> <li>• Inclusive Period</li> <li>• Brief description</li> <li>• Name of Client</li> <li>• Contact details of Client</li> </ul>			
RT2	<p>The Bidder should demonstrate that its proposed resource has experience within the last 10 years from date of bid closing completing restoration projects in areas of critical habitat for species at risk (listed in <a href="#">Schedule 1 of the federal Species at Risk Act</a>)</p> <p>In order to demonstrate that the proposed resource meets this requirement, the Bidder should identify the projects by completing the Bidder's Resource Experience Table for Point-rated Technical Criteria (see Attachment 2 of Part 4). As a minimum it should include the following information.</p> <ul style="list-style-type: none"> <li>• Name of Project</li> <li>• Area/Site of Project</li> <li>• Inclusive Period</li> <li>• Brief description</li> <li>• Name of Client</li> <li>• Contact details of Client</li> </ul>	<p>Points will be awarded as follows:</p> <ul style="list-style-type: none"> <li>• 10 points for <math>\geq 4</math> projects completed</li> <li>• 5 points for 2-3 projects completed</li> <li>• 1 point for 1 project completed</li> </ul>	10	
RT3	<p>The Bidder should demonstrate that its proposed resource has experience within the last 10 years from date of bid closing completing restoration project maintenance and monitoring. A year of experience is defined as completing a restoration project maintenance and monitoring lasting a minimum of five days within a calendar year.</p> <p>In order to demonstrate that the proposed resource meets this requirement, the Bidder should identify the projects by completing the Bidder's Resource Experience Table for</p>	<p>Points will be awarded as follows:</p> <ul style="list-style-type: none"> <li>• 10 points for <math>\geq 10</math> year of experience</li> <li>• 5 points for 5-9 years of experience</li> <li>• 1 point for 1-5 years of experience</li> </ul>	10	



	<p>Point-rated Technical Criteria (see Attachment 2 of Part 4). As a minimum it should include the following information.</p> <ul style="list-style-type: none"><li>• Name of Project</li><li>• Area/Site of Project</li><li>• Inclusive Period</li><li>• Brief description</li><li>• Name of Client</li><li>• Contact details of Client</li></ul>			
	<b>TOTAL MAXIMUM POINTS AVAILABLE</b>		<b>30</b>	
	<b>TOTAL MINIMUM POINTS ACCEPTABLE</b>		<b>20</b>	



**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 Point-rated Technical Criteria

*Additional rows may be added as required.*

<b>Bidder's Resource Experience Table</b>	
<b>Title: Project 1</b>	
Company: Name of Project and Contact details (tel. and email)	
Start Date:	
End Date:	
Area/Site of Project:	
Project Description:	
Applicable Criteria	(example: RT1, if applicable)
<b>Title: Project 2</b>	
Company: Name of Project and Contact details (tel. and email)	
Start Date:	
End Date:	
Area/Site of Project:	
Project Description:	
Applicable Criteria	(example: RT2, if applicable)





## **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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) 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 (2010-08-18)

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**

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: Live Staking Restoration at the Northwest Marsh Unit of Vaseux-Bighorn National Wildlife Area, 2023-2026**

**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 Supplemental General Conditions**

[4007](#) (2022-12-01), *Canada to own Intellectual Property Rights in Foreground*

**7.2.3 Specific Person(s)**

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

**7.3 Security Requirement**

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, 2026.

**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*). 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.

## 7.8 Invoicing Instructions

### 7.8.1 Terms of 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.

## 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 general conditions [2035](#) (2022-12-01), Professional Services (High Complexity), as modified
- c) Annex A, Statement of Work;
- d) Annex B, Basis of Payment;
- e) Annex C, Insurance Requirements; and
- 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)).*

## 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 ""<https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/contract-management/dispute-resolution>" Dispute Resolution".



## ANNEX "A" STATEMENT OF WORK

### Live Staking Restoration at the Northwest Marsh Unit of Vaseux-Bighorn National Wildlife Area, 2023-2026

#### 1.0 Background

Vaseux-Bighorn National Wildlife Area (NWA) was established in 1979 to protect important wildlife habitat. 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. Cottonwood riparian ecosystems and wetlands are at risk within the southern interior of British Columbia (Egan, Cadrin, & Cannings, 1997; Schaefer et al., 2004). Many SARA Listed species would benefit from increased area of healthy riparian cottonwood ecosystems including: yellow breasted chat, Lewis's woodpecker, rusty blackbird, western-screech owl, great basin spade-foot, tiger salamander, western painted turtle, and western toad.

Therefore, the goal for this project is to expand and provide maintenance to ongoing restoration for the riparian habitat within the northwest marsh unit of Vaseux-Bighorn NWA. This supports the Vaseux-Bighorn NWA Management Plan Sub-goal 1.2 which states: Riparian habitats will be maintained so that populations of species at risk, migratory birds and other priority species are sustained and/or residences and habitats are created, restored or maintained through active management. (a) Objective: Riparian areas and cottonwood forests do not decrease in extent. (b) Objective: The spatial extent of riparian woodlands in the Northwest Marsh Unit will be increased from 4 to 16 ha in the medium term (by 2030).

Live staking is a proven and cost effective technique to increase presence of Indigenous species and reduce cover of invasive species (Kim, Ewing, & Giblin, 2006). Live stake cuttings generally tend to have a greater rate of establishment (as opposed to nursery stock) when they are collected from the same elevation and climate as where they are planted. Literature suggests that live stakes are most effective when they are at least 1.25 m in length, and 2 cm in diameter at the tip, planted approximately vertically such that 75% - 90% of the length of the stake is covered by soil (Polster, 2016). In addition, Indigenous plant species will be planted in the Northwest Marsh Unit of the NWA. These plants will increase the current riparian biodiversity while supporting the populations of species at risk, migratory birds and other priority species. This further supports the Vaseux-Bighorn NWA Management Plan Sub-goal 1.2.

#### 1.1 Objective:

To conduct a multi-year project that focuses on increasing the riparian ecotones and providing restoration site maintenance (watering, invasive species management) to support migratory birds, species at risk, and conservation outcomes within the NWA.

#### 1.2 Terminology:

NWA: National Wildlife Area  
SARA: Species at Risk Act  
CWS: Canadian Wildlife Service

#### 1.3 Reference Documents:

Egan, B., Cadrin, C., & Cannings, S. (1997). Cottonwood riparian ecosystems of the southern interior. B.C. Minist. Environ., Lands and Parks, Wildlife Branch. Victoria, BC. 6pp. Ecosystems at Risk in British Columbia brochure.

Kim, K.D., Ewing, K., Giblin, D.E. (2006). Controlling *Phalaris arundinacea* (reed canadygrass) with live willow stakes: A density-dependent response. *Ecological Engineering*. 27. 219-227. 10.1016/j.ecoleng.2006.02.007.





Polster, D.E. (2016). Natural processes: Restoration of drastically disturbed sites.

Schaefer, C., Cadrin, C., Filatow, D., MacKenzie, W., & Iverson, K. (2004). Wetlands of the southern interior valleys. B.C. Minist. Water, Land and Air Prot., Biodiv. Branch. Victoria, BC. 6 pp. Ecosystems at Risk in British Columbia Brochure.

**2.0 Tasks:**

The Contractor must perform and complete the activities outlined in Table 1, which include: start-up meetings, developing field work plans, submitting required permits, providing on-going restoration maintenance, harvesting/transport/planting of live stakes, installation of potted plants, mapping of the project area, monitoring, and preparing final project reports.

Work is to commence from contract award and will be completed before March 31, 2026.

**Table 1.** Activities to meet the project objectives

Stage	Activity	Description
Project Administration and Planning		<ul style="list-style-type: none"> <li>Develop project plans and schedule, organize/lead team meetings and provide overall project management including close communication with CWS staff.</li> <li>Prepare and submit a permit application as per the Wildlife Area Regulations.</li> <li>Weekly updates will be provided to the CWS Technical Authority during project fieldwork to recap the work completed and discuss any necessary adjustments to the harvesting and planting plan.</li> </ul>
	Monitoring and Reporting	<ul style="list-style-type: none"> <li>Monitoring of previous year plantings must be completed in the following summer as per the details outlined in Appendix I.</li> <li>A monitoring package must be submitted to the CWS Technical Authority, including: photos, and data as outlined in Appendix I.</li> </ul>
	Site Maintenance	<ul style="list-style-type: none"> <li>Regular irrigation of previous and newly planted live stakes and installed plants.</li> <li>Equipment needs to be mobile to reach project site due to lack of vehicle access. Water can be pumped from nearby pond</li> <li>Invasive species removal from project area.</li> <li>Invasive species must be properly disposed of to minimize spread.</li> <li>Upkeep of project area fence.</li> </ul>
Field Work	Harvesting of cuttings	<ul style="list-style-type: none"> <li>Up to 500 cuttings each year must be harvested from nearby Crown land, private land with landowner permission (to be obtained by the Contractor), or from within the NWA with the permission of the CWS Technical Authority.</li> <li>It is the responsibility of the Contractor to ensure that the harvesting of cuttings only occurs on property in which permission has been granted. CWS accepts no responsibility in the event that cuttings are harvested on prohibited lands.</li> <li>If harvesting within the NWA, remove a maximum of 10-20% plant matter from individual plants within a harvest area to allow for adequate stock regrowth.</li> <li>If harvesting within the NWA, do not remove any cuttings from within 2 m of a path or trail.</li> <li>Harvested cuttings should be a minimum of 2 cm diameter and 1.25 m of length.</li> <li>Harvesting of cuttings must be completed in the fall and winter, once the fall rains have begun to saturate the soil.</li> <li>The following species can be harvested: Pacific willow (<i>Salix lucida</i> ssp. <i>lasianдра</i>), Sandbar/Coyote willow (<i>Salix exigua</i>), Sitka willow (<i>Salix sitchensis</i>), Bebb's willow (<i>Salix bebbiana</i>), black cottonwood</li> </ul>



		<p>(<i>Populus trichocarpa</i>), and red osier dogwood (<i>Cornus sericea</i>).</p> <ul style="list-style-type: none"> <li>• Up to 50% of the cuttings harvested should be from black cottonwood.</li> <li>• Species should be harvested based on the previous year survivorship which will be outlined in the monitoring package.</li> <li>• Harvesting is subject to pre-approval by the CWS Technical Authority.</li> </ul>
	Transportation of cuttings	<ul style="list-style-type: none"> <li>• Cuttings must be kept moist after harvest and before planting. This will help facilitate successful establishment of the live stakes.</li> <li>• Transportation of cuttings must be completed in a safe manner (e.g., properly tying down loads).</li> </ul>
	Planting of cuttings	<ul style="list-style-type: none"> <li>• Stakes must be planted with at least 0.9 m of the stake in the earth.</li> <li>• Stakes must be planted at a density of 1/m<sup>2</sup></li> <li>• Planting areas are predefined per Figure 1 and will be finalized with the Contractor pending approval by the CWS Technical Authority.</li> <li>• Planting must be completed in the fall before the soil freezes, and if necessary, in the early spring once the soil begins to thaw.</li> <li>• The Contractor must fill in the planting table (Appendix II), to be included within the project completion report.</li> </ul>
	Planting of Indigenous species	<ul style="list-style-type: none"> <li>• Installation up to 500 potted plants each year in the designated planting areas predefined per Figure 1 and will be finalized with the Contractor pending approval by the CWS Technical Authority.</li> <li>• Planting must be completed in the fall before the soil freezes, and if necessary, in the early spring once the soil begins to thaw.</li> <li>• The Contractor must fill in the planting table (Appendix II), to be included within the project completion report.</li> <li>• As supplied by CWS, the following species can be planted: Black cottonwood (<i>Populus balsamifera ssp. Trichocarpa</i>), Water birch (<i>Betula occidentalis</i>), Red-osier dogwood (<i>Cornus stolonifera</i>), Common snowberry (<i>Symphoricarpos albus</i>), Okanagan Wild Rose (Baldhip, Nootka, Prickly) (<i>Rosa nutkana, R. gynocarpa, R. acicularis</i>), Red Raspberry (<i>Rubus idaeus</i>), Sandbar willow (<i>Salix exigua</i>), Pacific willow (<i>Salix lucida ssp. lasiandra</i>), Tea-leaved Willow (<i>Salix planifolia ssp. planifolia</i>), Scouler's Willow (<i>Salix scouleriana</i>), Saskatoon (<i>Amelanchier alnifolia</i>), Mountain alder (<i>Alnus incana ssp. tenuifolia</i>) and, Red elderberry (<i>Sambucus racemosa ssp. pubens</i>)</li> <li>• Planting is subject to pre-approval by the CWS Technical Authority.</li> </ul>
Reporting		<ul style="list-style-type: none"> <li>• A project completion report must be submitted to the CWS Technical Authority each year including: photos of the harvested, transport and planting process, maps of the harvested/planted areas, details of the field work process including any unforeseen issues (i.e., dates/time spent in field, logistics, equipment, access, weather events, etc.).</li> </ul>



**Figure 1.** Locations where live stakes and Indigenous species have previously been planted (green/yellow polygons) and the proposed areas (pink/blue polygons) where continued staking and installation of potted plants northwest unit (red polygon) will occur at Vaseux-Bighorn National Wildlife Area.

**3.0 Deliverables:**

**Table 2.** Contractor Deliverables and Schedule to occur at Vaseux-Bighorn National Wildlife Area

Year	Deliverable	Schedule (Each Year)
2023	Project Administration and Planning	August 1
	Field Work - Monitoring	Early to mid-August
	Field Work – Site maintenance	August – September 30
	Field Work – Harvesting and planting	October 1 – December 31
2024	Reporting	January 1 – January 31
	Project Administration and Planning	April
	Field Work - Monitoring	May 1 – May 31
	Field Work – Site maintenance	May 1 – September 30
2025	Field Work – Harvesting and planting	October 1 – December 31
	Reporting	January 1 – January 31
	Project Administration and Planning	April
	Field Work - Monitoring	May 1 – May 31
2026	Field Work – Site maintenance	May 1 – September 30
	Field Work – Harvesting and planting	October 1 – December 31
	Reporting	January 1 – January 31
	Final wrap-up	

The Contractor must visit the site and assess survivorship and condition of the previous plantings, as per the monitoring table in Appendix I. The monitoring package must be submitted to the CWS Technical Authority upon completion of the monitoring fieldwork. The monitoring package must include:



- Monitoring Report as per report template in Appendix III (.doc)
- Spreadsheet of monitoring data as detailed in Appendix I (.doc)
- Photos of the planting sites (.jpeg or .png)

The Contractor must submit a final report package each year to the CWS Technical Authority. The final report is to include:

- Planting Report as per report template in Appendix IV (.doc)
- Photos of the harvesting, transport, and planting process (.jpeg or .png)
- Completed planting table as per Appendix II (.doc)
- Maps of harvest and planting areas (.pdf, .jpeg, or .kmz)

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

#### **4.0 Government Supplied Materiel**

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

#### **5.0 Official Languages**

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

#### **6.0 Work Location:**

The Contractor must perform the work at the Vaseux-Bighorn NWA, located approximately 16km south of Penticton, BC. The latitude/longitude of the NWA is 49°17' North / 119°33' West.

#### **7.0 Travel:**

The Contractor is required to travel within the area by foot, with limited access by vehicle. Travel is the responsibility of the Contractor and will not be reimbursed under this contract.

#### **8.0 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](#).

#### **9.0 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 Northwest Marsh Unit of Vaseux-Bighorn NWA is accessible to persons with disabilities and persons using different modes of transportation. Although there are no stairs at the NWA that the Contractor will be required to use, conducting the work might be slightly prohibitive due to how challenging the manual labour is. The work may involve using equipment such as a gas powered auger and a planting bar which may be a barrier for a persons with disabilities and/or persons using different modes of transportation. The work consists of intensive manual labour which involves repetitive motions and may be a challenge for a persons using different modes of transportation but may not preclude a persons with disabilities (i.e. mental health, hearing, learning, visuals). The site may present physical obstacles that may not be accessible for assistive devices. It is the Contractor's responsibility to determine what constitutes safe operations for all employees that operate under the Contractor's business.

Broadly, a person with mental health, hearing, learning, memory, and other disabilities can complete the work, where operations described in Section 4 of the Statement of Work can be safely performed. In addition, assistive devices may be utilized where safely applicable.



**Appendix I: Monitoring Table**

Polygon	Site ID	Location (lat./long.)	Photos	Date Assessed	Plantings Count	Survivorship	Height	Hydrological Conditions	Other Notes
<i>Polygon name. (e.g., 2021A)</i>	<i>Site ID name. (e.g., 2021A-001)</i>	<i>Location in lat/long. (e.g., xxxxxx m E and xxxxxx m N)</i>	<i>Please provide a link and photo numbers for the photos taken.</i>	<i>Date(s) of assessment for site ID. (e.g., 1 August 2022)</i>	<i>Total number of stakes planted, and number of stakes planted by species. (e.g., 50 total, 20 willow, 30 dogwood)</i>	<i>Number of stakes established*, by total and by species. (e.g., 40 established, 15 willow, 100 dogwood)</i>  <i>*Establishment means that the cutting has begun to grow shoots)</i>	<i>Average height of cuttings by species, rounded to nearest 5cm. Physically measure at least 4 stakes in the plot per specie. (e.g., willows 1.25m tall, cottonwoods 2.2m tall)</i>	<i>Any standing water? If so, how deep? Is the water flowing or stagnant? (e.g., 10cm of standing water, slow trickle towards south)</i>	<i>Any other conditions to note? (e.g., signs of beavers present, deer herbivory, public tampering, etc.)</i>



**Appendix II: Planting Table**

<b>Polygon</b>	<b>Photos</b>	<b>Plantings Installed</b>	<b>Pre-planting Vegetation Conditions</b>	<b>Soil Conditions</b>	<b>Hydrological Conditions</b>	<b>Other Notes</b>
<i>Polygon name. (e.g., 2022A)</i>	<i>Please provide a link and photo numbers for the photos taken</i>	<i>Total number of stakes planted, and number of stakes planted by species.  (e.g., 300 total, 200 willow, 100 dogwood)</i>	<i>Dominant vegetation, approximate average height of vegetation, approximate density.  (e.g., cattails, 1m tall, 5 stems/m2)</i>	<i>Loose vs compact, coarse vs fine, wet vs dry.  (e.g., loose, coarse, wet)</i>	<i>Any standing water? If so, how deep? Is the water flowing or stagnant?  (e.g., 10cm of standing water, slow trickle towards south)</i>	<i>Any other conditions to note?  (e.g., signs of beavers present, deer herbivory, public tampering, etc)</i>
2022A						
2022B						
2022C						



### **Appendix III: Monitoring Report (Template)**

1. Introduction
  - a. Who, what, where, when, why.
2. Project Area
  - a. Describe the planting polygons from the previous year
  - b. Include a map
3. Year in Review
  - a. What was the climate for the past year? Hot/dry/wet/average?
  - b. Any noticeable changes to the landscape over the past year? Dike condition? New invasive plants?
4. Discussion
  - a. Discuss the findings in the monitoring table
5. Recommendations
  - a. Provide any recommendations for future work based on monitoring findings
6. References

Appendix I – Monitoring table (.xls)

Appendix II – Zip file of photos (.jpeg or .png)



#### **Appendix IV: 2022 Planting Report (Template)**

1. Introduction
  - a. Who, what, where, when, why.
2. Harvesting
  - a. Describe the harvest activity
3. Transport
  - a. Describe the transport
4. Planting
  - a. Describe the planting polygons
  - b. Include a map
5. Logistics
  - a. Equipment, access, weather events, unforeseen issues.
6. Recommendations
  - a. Suggestions for future work

Appendix I – Monitoring table (.xls)

Appendix II – Zip file of photos (.jpeg or .png)

Appendix III – Maps of harvest and planting areas (.pdf, .jpeg, or .kmz)





**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.