



<p>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:</p> <p>Bid Receiving - Environment Canada / Réception des soumissions – Environnement Canada</p> <p>Electronic Copy: soumissionsbids@ec.gc.ca</p> <p>BID SOLICITATION DEMANDE DE SOUMISSIONS</p> <p>PROPOSAL TO: ENVIRONMENT 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 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 Pre- and Post- Prescribed Burn Habitat and Species-at-Risk Monitoring Surveys at Columbia NWA Wilmer Unit</p>		
	<p>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP 5000059638R</p>		
	<p>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) 2021-11-05</p>		
	<p>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ) at – à 3:00 P.M. on – le 2021-11-22</p>	<p>Time Zone – Fuseau horaire Eastern Standard Time</p>	
	<p>F.O.B – F.A.B</p>		
	<p>Address Enquiries to - Adresser toutes questions à Heidi Noble heidi.noble@ec.gc.ca</p>		
	<p>Telephone No. – N° de téléphone</p>		<p>Fax No. – N° de Fax</p>
	<p>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ) 2024-12-22</p>		
	<p>Destination - of Services / Destination des services British Columbia, Canada</p>		
	<p>Security / Sécurité There is no security requirement associated with this requirement.</p>		
	<p>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur</p>		
	<p>Telephone No. – N° de téléphone</p>		<p>Fax No. – N° de Fax</p>
	<p>Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</p>		
<p>Signature</p>		<p>Date</p>	

TABLE OF CONTENTS

PART 1 – INFORMATION

1. Security Requirement
2. Statement of Work
3. Debriefings

PART 2 – BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Former public servants – Competitive Bid
4. Enquiries – Bid Solicitation
5. Applicable Laws

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 – CERTIFICATIONS

1. Certifications Required Precedent to Contract Award

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement
2. Statement of Work
3. Standard Clauses and Conditions
4. Term of Contract
5. Authorities
6. Proactive Disclosure of Contracts with Former Public Servants
7. Payment
8. Invoicing Instructions
9. Certifications
10. Applicable Laws
11. Priority of Documents
12. Insurance Requirements

List of Annexes:

- | | |
|---------|------------------------|
| Annex A | Statement of Work |
| Annex B | Basis of Payment |
| Annex C | Insurance Requirements |

Pre- and Post- Prescribed Burn Habitat and Species-at-Risk Monitoring Surveys at Columbia NWA Wilmer Unit

Reissue of Bid Solicitation

This bid solicitation cancels and supersedes previous bid solicitation number 5000059635 dated October 13, 2021 with a closing of October 28, 2021 at 3:00 P.M. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

PART 1 – GENERAL INFORMATION

1. Security Requirement

1.1 There is no security requirement associated with this requirement.

2. Statement of Work

The Work to be performed is detailed under Annex A, Statement of Work of the resulting contract.

3. Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 – BIDDER INSTRUCTIONS**1. Standard Instructions, Clauses and Conditions**

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The standard instructions 2003 are modified as follows:

Under “Text” at 02:

Delete: “Procurement Business Number”

Insert: “Deleted”

At Section 02 Procurement Business Number

Delete: In its entirety

Insert: “Deleted”

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

Delete: In its entirety

Insert: “send its bid only to Environment Canada (EC) as specified on page 1 of the bid solicitation or to the address specified in the bid solicitation;”

At Section 06 Late Bids:

Delete: “PWGSC”

Insert: “Environment Canada”

At Section 07 Delayed Bids:

Delete: “PWGSC”

Insert: “Environment Canada”

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

Delete: In its entirety

Insert: “Bids may be submitted by facsimile if specified in the bid solicitation.”

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

Delete: In their entirety

Insert: “Deleted”

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

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

Insert: “Deleted”

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

Delete: In its entirety

Insert: “Deleted”

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

Delete: “sixty (60) days”

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

2. Submission of Bids

- 2.1 Bids must be submitted to Environment Canada (EC) at the address and by the date, time and place indicated on page 1 of the bid solicitation.

3. Former Public Servant – Competitive Bid

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c.C-17, the *Defence Services Pension Continuation Act*, 1970, c.D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c.R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c.R-11, the *Members of Parliament Retiring Allowances Act*, R.S., 1985, c.M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** () **No** ()

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

4. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

5. Applicable Laws

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

PART 3 – BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid (1 electronic copy)

Section II: Financial Bid (1 electronic copy)

Section III: Certifications (1 electronic copy)

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid.

Note for electronic submission of bids:

In order to be considered, bids must be received no later than 1500h (3 p.m.) (Eastern Standard Time) on the date and time indicated on the cover page to herein as the “Closing Date.” Bids received after the Closing Date will be considered non-responsive and will not be considered for contract award. Bids submitted by email must be submitted ONLY to the following email address:

Email Address: soumissionsbids@ec.gc.ca

Attention: Heidi Noble

Solicitation Number: 5000059638R

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 carry out the Work

Section II: Financial Bid

1. Bidders must submit their financial bid in accordance with the Basis of Payment in Annex B. The total amount of Applicable Taxes must be shown separately.

1.1 Price Breakdown

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

- (a) Applicable Taxes: The bidders should indicate the Applicable Taxes separately.

- 1.2 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

1. Certifications Required Precedent to Contract Award

Bidders must provide the required certifications Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**1. Evaluation Procedures**

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

An evaluation team composed of representatives of Canada will evaluate the bids.

1.1 Technical Evaluation

Except where expressly provided otherwise, the experience described in the bid must be the experience of the Bidder itself (which includes the experience of any companies that formed the Bidder by way of a merger but does not include any experience acquired through a purchase of assets or an assignment of contract). The experience of the Bidder's affiliates (i.e. parent, subsidiary or sister corporations), subcontractors, or suppliers will not be considered.

1.1.1 Mandatory Technical Criteria – Refer to Attachment 1 to Part 4

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

1.1.2 Point Rated Technical Criteria – Refer to Attachment 1 to Part 4

A proposal must obtain the required minimum score of 15 points in the technical evaluation criteria to be considered responsive.

1.2 Financial Evaluation**1.2.1 Mandatory Financial Criteria**

Bids which fail to meet the Mandatory Financial Criteria will be declared non-responsive.

Number	Criterion	Met/Not Met	Page Number
MF1	The maximum budget allocated for this project must not exceed \$55,000.00 applicable taxes extra, including all labour, associated costs and subcontractors. Bids valued in excess of this amount will be considered non-responsive. This disclosure of project funds does not commit the Department to pay such an amount.		

1.3 Evaluation of Price

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

Proposals will be evaluated out of 30 points

The proposal with the lowest price receives the maximum 30 points, and all higher priced proposals will be pro-rated relative to the lowest price

2. Basis of Selection**2.1 Basis of Selection - Highest Combined Rating of Technical Merit and Price**

1. To be declared responsive, a bid must:
 - (a) comply with all the requirements of the bid solicitation;

- (b) meet all mandatory technical and financial criteria;
and
 - (c) obtain the required minimum score of 15 points in the technical evaluation criteria.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
 3. The evaluation will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30 % for the price.
 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%
 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
 7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 100 and the lowest evaluated price is \$55,000.00.

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

<u>Bidder</u>	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	90/100	70/100	80/100
Bid Evaluated Price	\$75,000.00	\$55,000.00	\$65,000.00
<u>Calculations</u>			
Technical Merit Score	$90/100 \times 70 = 63$	$70/100 \times 70 = 49$	$80/100 \times 70 = 56$
Pricing Score	$55/75 \times 30 = 22$	$55/55 \times 30 = 30$	$55/65 \times 30 = 25$
Combined Rating	85	79	81
Overall Rating	1 st	3 rd	2 nd

**ATTACHMENT 1 TO PART 4
MANDATORY TECHNICAL CRITERIA AND RATED TECHNICAL CRITERIA**

Mandatory Technical Criteria		Mandatory Criterion Met	Page Number
Bidder's Proposed Project Manager's Experience			
MT1	<p>The Bidder must identify a Project Manager who has obtained a Masters level degree in biology, ecology, wildlife, conservation, forestry, environmental science, or science.</p> <p>Environment and Climate Change Canada reserves the right to request proof prior to contract award.</p>		
MT2	<p>The Bidder must demonstrate that its proposed Project Manager is a registered professional biologist (RPBio) or registered professional forester (RPF) or professional agrologist (PAg) Accreditation is obtained from a professional certification organization such as the College of Applied Biology of British Columbia or the Association of BC Forest Professionals or the British Columbia Institute of Agrologists.</p> <p>Environment and Climate Change Canada reserves the right to request proof prior to contract award.</p>		
Bidder/Corporate Experience			
MT3	<p>The Bidder must demonstrate using project descriptions that it has 10 years of experience conducting field based ecological assessments to characterize wildlife habitat.</p> <p>A year is defined as 12 months of experience.</p> <p>The Bidder should complete The Bidder's Experience Table found at Attachment 2 to Part 4 or provide the equivalent information.</p>		
MT4	<p>The Bidder must demonstrate using project descriptions that it has 10 years of experience conducting field based wildlife monitoring projects for species at risk in Canada.</p> <p>A year is defined as 12 months of experience.</p> <p>The Bidder should complete The Bidder's Experience Table found at Attachment 2 to Part 4 or provide the equivalent information.</p>		
MT5	<p>The Bidder must demonstrate using project descriptions that it has 5 years of experience monitoring pre- and/or post- prescribed burn ecosystems.</p> <p>A year is defined as 12 months of experience.</p> <p>The Bidder should complete The Bidder's Experience Table found at Attachment 2 to Part 4 or provide the equivalent</p>		

	information.		
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Rated Technical Criteria		Points	Page Number
Bidder/Corporate Experience			
RT1	<p>The Bidder should demonstrate that is has completed projects assessing species at risk common to the Interior of British Columbia (e.g. American badger, common nighthawk, Lewis's woodpecker).</p> <p>a. Evaluation Grid:</p> <ul style="list-style-type: none"> i. Bidder reports more than 10 years' experience = 10 points ii. Bidder reports more than 5 but less than 10 years' experience = 5 points iii. Bidder reports less than 5 years' experience = 1 point <p>A year is defined as 12 months of experience.</p> <p>The Bidder should complete The Bidder's Experience Table found at Attachment 2 to Part 4 or provide the equivalent information.</p>	/10	
RT2	<p>The Bidder should demonstrate that is has completed projects to develop protocols for monitoring species-at-risk wildlife in British Columbia.</p> <p>a. Evaluation Grid:</p> <ul style="list-style-type: none"> i. Bidder reports more than 10 years' experience = 10 points ii. Bidder reports between 5 and 10 years' experience = 5 points iii. Bidder reports less than 5 years' experience = 1 point <p>A year is defined as 12 months of experience.</p> <p>The Bidder should complete The Bidder's Experience Table found at Attachment 2 to Part 4 or provide the equivalent information.</p>	/10	
RT3	<p>The Bidder should demonstrate that is has completed projects to monitor ecosystem/wildlife response to prescribed burn treatments.</p> <p>a. Evaluation Grid:</p> <ul style="list-style-type: none"> i. Bidder reports more than 10 years' experience = 10 points ii. Bidder reports more than 5 but less than 10 years' experience = 5 points 	/10	

	A year is defined as 12 months of experience. The Bidder should complete The Bidder's Experience Table found at Attachment 2 to Part 4 or provide the equivalent information.		
Total Points		/30	

**ATTACHMENT 2 TO PART 4
PROJECT MANAGER’S EXPERIENCE TABLE**

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

The Bidder’s Experience Tables is for MT3-MT5 and RT1-RT3

Additional rows may be added as required.

Bidder’s Experience Table	
Project 1	
Company:	
Start Date:	
End Date:	
Project Description:	
Applicable Criteria (example MT3)	
Project 2	
Company:	
Start Date:	
End Date:	
Project Description:	
Applicable Criteria (example MT3)	

PART 5 - CERTIFICATIONS

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

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

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

1. Certifications Required Precedent to Contract Award

1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

1.2 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 (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada (ESDC) - Labour's website.

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

2. Additional Certifications Required Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

2.1 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

2.2 Education and Experience

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

PART 6 - RESULTING CONTRACT *(at contract award, delete this line)*

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

Title: *(insert title at contract award)*

1. Security Requirement

1.1 There is no security requirement applicable to this Contract.

2. Statement of Work

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

3. Standard Clauses and Conditions

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

3.1 General Conditions

2010B (2020-05-28) General Conditions - Professional Services (Medium Complexity), as modified below, apply to and form part of the Contract.

General conditions 2010B is modified as follows:

At Section 12 Transportation Costs

Delete: In its entirety

Insert: "Deleted"

At Section 13 Transportation Carriers" Liability

Delete: In its entirety.

Insert: "Deleted"

Insert Subsection: "36 Liability"

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

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

Contractor to own Intellectual Property (IP) rights in Copyright

At Section 19 Copyright

Delete: In its entirety

Insert:

"1. In this section:

"Material" means anything that is created or developed by the Contractor as part of the Work under the Contract, and in which copyright subsists.

"Background Information" means all Intellectual Property that is not Foreground Information that is incorporated into the Work or necessary for the performance of the Work and that is proprietary to or the confidential information of the Contractor, its subcontractors or any other third party;

"Foreground Information" means all Intellectual Property first conceived, developed, produced or reduced to practice as part of the Work under the Contract;

2. Material that is created or developed by the Contractor as part of the Work under the Contract belongs to the Contractor.
3. The Contractor grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise all rights comprised in the Material, for any non-commercial government purposes. Canada may use independent contractors in the exercise of Canada's license pursuant to this clause.
4. At the request of the Contracting Authority, the Contractor must provide to Canada, at the completion of the Work or at such other time as the Contracting Authority may require, a written permanent waiver of moral rights as defined in the [Copyright Act](#), R.S., 1985, c. C-42, in a form acceptable to the Contracting Authority, from every author that contributed to the Work. If the Contractor is an author, the Contractor permanently waives the Contractor's moral rights.
5. The Contractor also grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to use the Background Information to the extent that this information is required by Canada to exercise its rights to use the Material.
6. Copyright in any improvement, modification or translation of the Material made by or for Canada belongs to Canada. Canada agrees to reproduce the Contractor's copyright notice, if any, on all copies of the Material, and to acknowledge the Contractor's title to the copyright in the original Work on all copies of translations of the Material effected by or for Canada.
7. No restrictions other than those set out in this section must apply to Canada's use of the Material or of translated versions of the Material."

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract to December 15, 2024 inclusive.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: _____

Title: _____

Environment Canada

Procurement and Contracting

Address: _____

Telephone: ____-____-_____

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.

5.2 Technical Authority

The Technical Authority for the Contract is:

Name: _____

Title: _____
Environment Canada
Address: _____
Telephone: ____-____-_____
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.

5.3 Contractor's Representative

The Contractor's Representative for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: ____-____-_____
Email address: _____

6. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

7. Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ _____ (*insert the amount at contract award*). Customs duties are _____ (*insert "included", "excluded" OR "subject to exemption"*) and Applicable Taxes are extra.

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

7.2 Limitation of Expenditure

- (a) Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are (*insert "included", "excluded" or "subject to exemption"*) and Applicable Taxes are extra.
- (b) No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - (i) when it is 75 percent committed, or
 - (ii) four (4) months before the contract expiry date, or

- (iii) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

- (c) If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

8 Invoicing Instructions

8.1 Milestone Payments

- (a) Canada will make milestone payments in accordance with the Schedule of Milestones detailed below and the payment provisions of the Contract if:
 - (i) an accurate and complete claim for payment and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - (ii) all such documents have been verified by Canada;
 - (iii) all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.

8.2 Schedule of Milestones

The schedule of milestones for which payments will be made in accordance with the Contract is as follows:

Schedule of Milestones		
Tasks and Deliverables	Description	Due Dates
SAR Monitoring Protocol Draft Report Submission	Develop SAR Monitoring Protocol (e.g., timing, monitoring protocol [encounter transects] etc.) to survey key SAR (i.e. American Badger, Common Nighthawk and Lewis's Woodpecker) within treatment and reference areas within the Wilmer Unit of the Columbia NWA.	Draft report due: January 15, 2022
SAR Monitoring Protocol Final Report Submission	Develop SAR Monitoring Protocol (e.g., timing, monitoring protocol [encounter transects] etc.) to survey key SAR (i.e. American Badger, Common Nighthawk and Lewis's Woodpecker) within treatment and reference areas within the Wilmer Unit of the Columbia NWA.	Final report due: March 15, 2022
Project Coordination	Year Round Liaison with ECCC staff and prescribed burn coordination firm on treatment planning and timing.	Email Summary Due: March 15, 2023
Burn Habitat Monitoring	May – Early June 2022 5.0 days field monitoring for permanent stations within treatment and reference areas using Greene and Harris 2015 protocols.	Field Email Summary due: June 30, 2022
SAR Monitoring	Late June – Early July 2022 4.0 days field monitoring for SAR including American Badger (Columbia Ground Squirrel	Field Email Summary: July 30, 2022

	as prey proxy), Common Nighthawk and Lewis's Woodpecker within treatment and reference areas within the Wilmer Unit of the Columbia NWA.	
Habitat Monitoring Report Submission	2022 Habitat Monitoring Annual Report <ul style="list-style-type: none"> Detailing methods, results, incidentals, photos, and discussion of data collected in current and past monitoring years. .fgd of geospatial data collected including all metadata (.xls format or other) 	Draft due November 1, 2022 (1 Round ECCC Edits)
SAR Monitoring Report Submission	2022 SAR Monitoring Annual Report <ul style="list-style-type: none"> Detailing methods, results, incidentals, photos, and discussion of data collected in current and past monitoring years. fgd of geospatial data collected including all metadata (.xls format or other) 	Final report due December 15, 2022
Project Coordination	Year Round Liaison with ECCC staff and prescribed burn coordination firm on treatment planning and timing.	Email Summary Due: March 15, 2024
Burn Habitat Monitoring	May – Early June 2023 5.0 days field monitoring for permanent stations within treatment and reference areas using Greene and Harris 2015 protocols.	Field Email Summary June 30, 2023
SAR Monitoring	Late June – Early July 2023 4.0 days field monitoring for SAR including American Badger (Columbia Ground Squirrel as proxy) , Common Nighthawk and Lewis's Woodpecker within treatment and reference areas within the Wilmer Unit of the Columbia NWA.	Field Email Summary July 30, 2023
Habitat Monitoring Report Submission	2023 Habitat Monitoring Annual Report <ul style="list-style-type: none"> Detailing methods, results, incidentals, photos, and discussion of data collected in current and past monitoring years. .fgd of geospatial data collected including all metadata (.xls format or other) 	Draft due November 1, 2023 (1 Round ECCC Edits)
SAR Monitoring Report Submission	2023 SAR Monitoring Annual Report <ul style="list-style-type: none"> Detailing methods, results, incidentals, photos, and discussion of data collected in current and past monitoring years. fgd of geospatial data collected including all metadata (.xls format or other) 	Final report due December 15, 2023
Project Coordination	Year Round Liaison with ECCC staff and prescribed burn coordination firm on treatment planning and timing.	Email Summary Due: March 15, 2025
Burn Habitat Monitoring	May – Early June 2024 5.0 days field monitoring for permanent stations within treatment and reference areas	Field Email Summary June 30, 2024

	using Greene and Harris 2015 protocols.	
SAR Monitoring	Late June – Early July 2024 4.0 days field monitoring for SAR including American Badger (Columbia Ground Squirrel as proxy) , Common Nighthawk and Lewis's Woodpecker within treatment and reference areas within the Wilmer Unit of the Columbia NWA.	Field Email Summary July 30, 2024
Habitat Monitoring Report Submission	2024 Final Habitat Monitoring Report <ul style="list-style-type: none"> Detailing methods, results, incidentals, photos, and discussion of data collected in current and past monitoring years. .fgd of geospatial data collected including all metadata (.xls format or other) 	Draft due November 1, 2024 (1 Round ECCC Edits)
SAR Monitoring Report Submission	2024 Final SAR Monitoring Report <ul style="list-style-type: none"> Detailing methods, results, incidentals, photos, and discussion of data collected in current and past monitoring years. .fgd of geospatial data collected including all metadata (.xls format or other)	Final report due December 15, 2024

9. Certifications

9.1 Compliance

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

10. Applicable Laws

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

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

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

**ANNEX A
STATEMENT OF WORK**

1. Background:

In British Columbia, wildfire is an important natural disturbance and a key driver of landscape resilience. Abundant research and government strategic initiatives have identified prescribed burning and mechanical fuel reduction treatments as essential components of restoration and proactive management in fire-adapted ecosystems subjected to fire exclusion.

Environment and Climate Change Canada (ECCC) has identified prescribed burning as a key management strategy for a portion of the Wilmer Unit of the Columbia National Wildlife Area (CNWA). The CNWA is located in the southern portion of the Rocky Mountain Trench, near the District of Invermere, BC. The CNWA is home to multiple protected species and sensitive habitat features that are dependent on fire as a disturbance process. As part of this treatment plan a) pre- and post- mechanical thinning and prescribed burning habitat monitoring at treatment and reference stations at Wilmer Unit; and b) Species at Risk (SAR) monitoring surveys within treatment and reference sites are required.

2. Project Area:

The project area is the upland portion of the Wilmer Unit of the Columbia NWA (~145 ha). Thinning and prescribed burning, are some treatments methods in a larger strategy for building resilience, maintaining biodiversity, and restoring critical habitat for wildlife in the CNWA. The project area includes three treatment unit areas (67 ha) as well as reference ecosystems. Treatment Unit 1 (CV1, (38 ha) has been proposed for prescribed burning treatment, whereas Treatment Units 2 and 3 (CV2, CV3; 29 ha) are proposed for thinning treatment only. SAR monitoring surveys will help determine the effectiveness of thinning and prescribed burning treatments in creating habitat suitable for SAR such as American Badger (*Taxidea taxus*), Common Nighthawk (*Chordeiles minor*), and Lewis's Woodpecker (*Melanerpes lewis*).

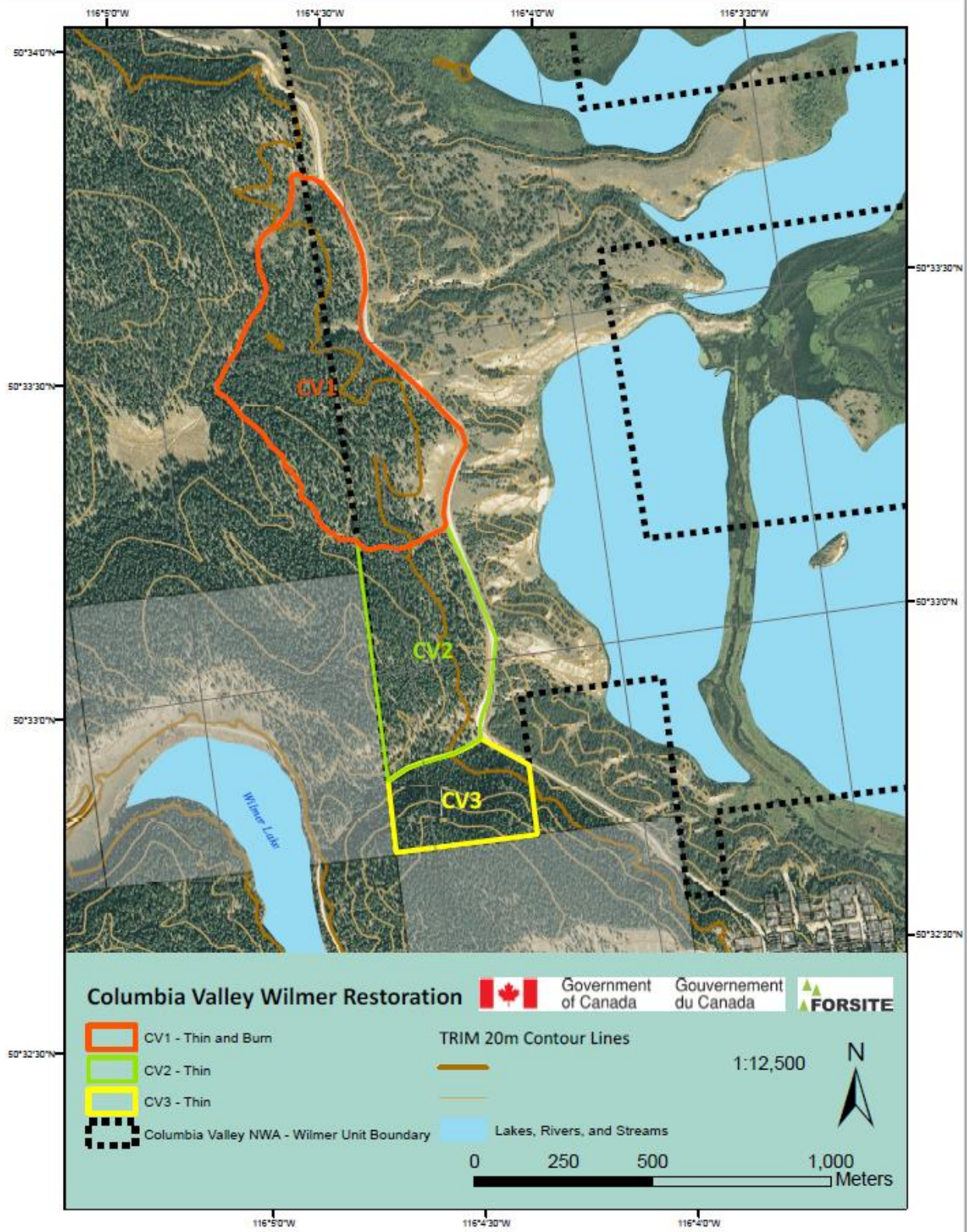


Figure 1. Biological Monitoring Project Area, Wilmer Unit Restoration Columbia NWA

3. Objective:

Monitor the effectiveness of mechanical thinning and prescribed burning on species at risk and their habitats in the biological monitoring project area of the Columbia NWA Wilmer Unit.

4. Milestones:

Schedule of Milestones		
Tasks and Deliverables	Description	Due Dates
SAR Monitoring Protocol Draft Report Submission	Develop SAR Monitoring Protocol (e.g., timing, monitoring protocol [encounter transects] etc.) to survey key SAR (i.e. American Badger, Common Nighthawk and Lewis's Woodpecker) within treatment and reference areas within the Wilmer Unit of the Columbia NWA.	Draft report due: January 15, 2022
SAR Monitoring Protocol Final Report Submission	Develop SAR Monitoring Protocol (e.g., timing, monitoring protocol [encounter transects] etc.) to survey key SAR (i.e. American Badger, Common Nighthawk and Lewis's Woodpecker) within treatment and reference areas within the Wilmer Unit of the Columbia NWA.	Final report due: March 15, 2022
Project Coordination	Year Round Liaison with ECCC staff and prescribed burn coordination firm on treatment planning and timing.	Email Summary Due: March 15, 2023
Burn Habitat Monitoring	May – Early June 2022 5.0 days field monitoring for permanent stations within treatment and reference areas using Greene and Harris 2015 protocols.	Field Email Summary due: June 30, 2022
SAR Monitoring	Late June – Early July 2022 4.0 days field monitoring for SAR including American Badger (Columbia Ground Squirrel as prey proxy), Common Nighthawk and Lewis's Woodpecker within treatment and reference areas within the Wilmer Unit of the Columbia NWA.	Field Email Summary: July 30, 2022
Habitat Monitoring Report Submission	2022 Habitat Monitoring Annual Report <ul style="list-style-type: none"> • Detailing methods, results, incidentals, photos, and discussion of data collected in current and past monitoring years. • .fgd of geospatial data collected including all metadata (.xls format or other) 	Draft due November 1, 2022 (1 Round ECCC Edits)
SAR Monitoring Report Submission	2022 SAR Monitoring Annual Report <ul style="list-style-type: none"> • Detailing methods, results, incidentals, photos, and discussion of data collected in current and past monitoring years. • fgd of geospatial data collected including all metadata (.xls format or other) 	Final report due December 15, 2022
Project	Year Round	Email Summary Due:

Coordination	Liaison with ECCC staff and prescribed burn coordination firm on treatment planning and timing.	March 15, 2024
Burn Habitat Monitoring	May – Early June 2023 5.0 days field monitoring for permanent stations within treatment and reference areas using Greene and Harris 2015 protocols.	Field Email Summary June 30, 2023
SAR Monitoring	Late June – Early July 2023 4.0 days field monitoring for SAR including American Badger (Columbia Ground Squirrel as proxy) , Common Nighthawk and Lewis's Woodpecker within treatment and reference areas within the Wilmer Unit of the Columbia NWA.	Field Email Summary July 30, 2023
Habitat Monitoring Report Submission	2023 Habitat Monitoring Annual Report <ul style="list-style-type: none"> Detailing methods, results, incidentals, photos, and discussion of data collected in current and past monitoring years. .fgd of geospatial data collected including all metadata (.xls format or other) 	Draft due November 1, 2023 (1 Round ECCC Edits)
SAR Monitoring Report Submission	2023 SAR Monitoring Annual Report <ul style="list-style-type: none"> Detailing methods, results, incidentals, photos, and discussion of data collected in current and past monitoring years. fgd of geospatial data collected including all metadata (.xls format or other) 	Final report due December 15, 2023
Project Coordination	Year Round Liaison with ECCC staff and prescribed burn coordination firm on treatment planning and timing.	Email Summary Due: March 15, 2025
Burn Habitat Monitoring	May – Early June 2024 5.0 days field monitoring for permanent stations within treatment and reference areas using Greene and Harris 2015 protocols.	Field Email Summary June 30, 2024
SAR Monitoring	Late June – Early July 2024 4.0 days field monitoring for SAR including American Badger (Columbia Ground Squirrel as proxy) , Common Nighthawk and Lewis's Woodpecker within treatment and reference areas within the Wilmer Unit of the Columbia NWA.	Field Email Summary July 30, 2024
Habitat Monitoring Report Submission	2024 Final Habitat Monitoring Report <ul style="list-style-type: none"> Detailing methods, results, incidentals, photos, and discussion of data collected in current and past monitoring years. .fgd of geospatial data collected including all metadata (.xls format or other) 	Draft due November 1, 2024 (1 Round ECCC Edits)
SAR Monitoring Report Submission	2024 Final SAR Monitoring Report <ul style="list-style-type: none"> Detailing methods, results, incidentals, photos, and discussion of data collected in current and past monitoring years. 	Final report due December 15, 2024

	.fgd of geospatial data collected including all metadata (.xls format or other)	
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5. Occupational Health and Safety Requirements:

The Contractor must:

- Ensure adequate training of all team members, if there are assistants
- Ensure implementation of controls (e.g., PPE, medical precautions)
- Ensure that the field team leader is certified in first aid/CPR and ensure that a first aid kit is available
- Ensure adequate provisions for food, shelter, water, communication, and transportation
- Conduct ongoing risk assessments and report new hazards ECCC
- Resolve safety concerns arising in the field
- Maintain regular contact with ECCC
- Inform ECCC of all incidents (e.g., injuries, illnesses, or near-misses)

6. Acceptance Criteria:

All deliverables produced by the Contractor are subject to review by the Technical Authority. All work is to be performed to the satisfaction of the Technical Authority. Payment under this Contract is subject to satisfactory completion of tasks and deliverables.

7. Canada Input:

Permits will be issued to the Contractor to allow the activity to take place on National Wildlife Area lands. ECCC will provide access to the existing data, reports and maps of the site.

8. Travel:

The Contractor is responsible for travel and any associated costs.

**ANNEX B
BASIS OF PAYMENT**

The Contractor will be paid as follows:

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of:

Schedule of Milestones		
Tasks and Deliverables	Description	Percentage of Price
SAR Monitoring Protocol Draft Report Submission	Develop SAR Monitoring Protocol (e.g., timing, monitoring protocol [encounter transects] etc.) to survey key SAR (i.e. American Badger, Common Nighthawk and Lewis's Woodpecker) within treatment and reference areas within the Wilmer Unit of the Columbia NWA.	5%
SAR Monitoring Protocol Final Report Submission	Develop SAR Monitoring Protocol (e.g., timing, monitoring protocol [encounter transects] etc.) to survey key SAR (i.e. American Badger, Common Nighthawk and Lewis's Woodpecker) within treatment and reference areas within the Wilmer Unit of the Columbia NWA.	5%
Project Coordination	Year Round Liaison with ECCC staff and prescribed burn coordination firm on treatment planning and timing.	
Burn Habitat Monitoring	May – Early June 2022 5.0 days field monitoring for permanent stations within treatment and reference areas using Greene and Harris 2015 protocols.	
SAR Monitoring	Late June – Early July 2022 4.0 days field monitoring for SAR including American Badger (Columbia Ground Squirrel as prey proxy), Common Nighthawk and Lewis's Woodpecker within treatment and reference areas within the Wilmer Unit of the Columbia NWA.	
Habitat Monitoring Report Submission	2022 Habitat Monitoring Annual Report <ul style="list-style-type: none"> • Detailing methods, results, incidentals, photos, and discussion of data collected in current and past monitoring years. • .fgd of geospatial data collected including all metadata (.xls format or other) 	15%
SAR Monitoring Report Submission	2022 SAR Monitoring Annual Report <ul style="list-style-type: none"> • Detailing methods, results, incidentals, photos, and discussion of data collected in current and past monitoring years. • fgd of geospatial data collected including all metadata (.xls format or other) 	15%

Project Coordination	Year Round Liaison with ECCC staff and prescribed burn coordination firm on treatment planning and timing.	
Burn Habitat Monitoring	May – Early June 2023 5.0 days field monitoring for permanent stations within treatment and reference areas using Greene and Harris 2015 protocols.	
SAR Monitoring	Late June – Early July 2023 4.0 days field monitoring for SAR including American Badger (Columbia Ground Squirrel as proxy) , Common Nighthawk and Lewis's Woodpecker within treatment and reference areas within the Wilmer Unit of the Columbia NWA.	
Habitat Monitoring Report Submission	2023 Habitat Monitoring Annual Report <ul style="list-style-type: none"> Detailing methods, results, incidentals, photos, and discussion of data collected in current and past monitoring years. .fgd of geospatial data collected including all metadata (.xls format or other) 	15%
SAR Monitoring Report Submission	2023 SAR Monitoring Annual Report <ul style="list-style-type: none"> Detailing methods, results, incidentals, photos, and discussion of data collected in current and past monitoring years. fgd of geospatial data collected including all metadata (.xls format or other) 	15%
Project Coordination	Year Round Liaison with ECCC staff and prescribed burn coordination firm on treatment planning and timing.	
Burn Habitat Monitoring	May – Early June 2024 5.0 days field monitoring for permanent stations within treatment and reference areas using Greene and Harris 2015 protocols.	
SAR Monitoring	Late June – Early July 2024 4.0 days field monitoring for SAR including American Badger (Columbia Ground Squirrel as proxy) , Common Nighthawk and Lewis's Woodpecker within treatment and reference areas within the Wilmer Unit of the Columbia NWA.	
Habitat Monitoring Report Submission	2024 Final Habitat Monitoring Report <ul style="list-style-type: none"> Detailing methods, results, incidentals, photos, and discussion of data collected in current and past monitoring years. .fgd of geospatial data collected including all metadata (.xls format or other) 	15%
SAR Monitoring Report Submission	2024 Final SAR Monitoring Report <ul style="list-style-type: none"> Detailing methods, results, incidentals, photos, and discussion of data collected in current and past 	15%

	monitoring years. .fgd of geospatial data collected including all metadata (.xls format or other)	
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Bid Price (A):

\$ _____

Applicable Taxes (B):

\$ _____

Total Price (C):

\$ _____

**ANNEX C
INSURANCE REQUIREMENT**

Commercial General Liability Insurance

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. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
- o. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- p. 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.