



<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>SOUMISSION 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>Bidder should sign off on this cover page when submitting their proposal.</p>	<p>Title – Titre <i>Reconnaissance, planning and management of invasive plant species at the Big Creek and Long Point National Wildlife Areas</i></p>		
	<p>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP 5000080497</p>		
	<p>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) 2024-06-12</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 2024-07-08</p>	<p>Time Zone – Fuseau horaire <i>Eastern Daylight Time</i></p>	
	<p>F.O.B – F.A.B</p>		
	<p>Address Enquiries to - Adresser toutes questions à <i>Angelina Garcia</i> Contracting Authority <i>Environment and Climate Change Canada</i> #101 – 401 Burrard St., Vancouver, BC V6C 3R2 Email: Angelina.Garcia@ec.gc.ca</p>		
	<p>Telephone No. – N° de téléphone 778-726-1680</p>	<p>Fax No. – N° de Fax</p>	
	<p>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ) <i>Contract award - 2025-03-31</i></p>		
	<p>Destination - of Services / Destination des services <i>Ontario</i></p>		
	<p>Security / Sécurité <i>There is no security requirement associated with this solicitation.</i></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>	



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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, Financial 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 and the Mandatory Technical Criteria And Point Rated Technical Criteria.

The Annexes include the Statement of Work and the Basis of Payment.

1.2 Summary

- 1.2.1 Environment and Climate Change Canada (ECCC) has a requirement for reconnaissance, planning and management of invasive plant species at the Big Creek National Wildlife Area (BCNWA) and Long Point National Wildlife Area (LPNWA) 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, 2025, with with option to renew for one (1) additional one-year period.

ECCC's Canadian Wildlife Service (CWS) plans to identify, locate and manage approximately 100-200 hectares of invasive species in the BCNWA and LPNWA, which includes both new treatment and retreatment of areas that ECCC-CWS has managed in the past. Reconnaissance and planning are required for management which may include: (1) primary - herbicide application and/or non-herbicide mechanical removal, and (2) secondary – mowing, rolling, cutting and/or burning to reduce high density dead vegetation. Creation of work plan, invasive species management plan and biannual reports are included in the work.

- 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 \(2023-06-08\)](#)
- 1.2.3 For services requirements, bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.
- 1.2.4 The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA), the Canada–Chile Free Trade Agreement, the Canada–Colombia Free Trade Agreement, the Canada–Honduras Free Trade Agreement, the Canada–Korea Free Trade Agreement, the Canada–Panama Free Trade Agreement, Canada-Peru Free Trade Agreement, the Comprehensive Economic Free Trade Agreement [CETA], the World Trade Organization – Agreement on Government Procurement [WTO-



AGP], the Comprehensive and Progressive Agreement for Trans-Pacific Partnership [CPTPP] and the Canada-Ukraine 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 (2023-06-08), 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”



Insert:

“Technical Difficulties of Bid Transmission

Despite anything to the contrary in (05), (06) or (08) of the Standard Instructions, where a Bidder has commenced transmission of its bid through an electronic submission method (such as facsimile or Canada Post Corporation's (CPC) Connect service, or other online service) in advance of the bid solicitation closing date and time, but due to technical difficulties, Canada was unable to receive or decode the entirety of the Bid by the deadline, Canada may nonetheless accept the entirety of the Bid received after the bid solicitation closing date and time, provided that the Bidder can demonstrate the following:

- i) The bidder contacted Canada in advance of the bid solicitation closing date and time to attempt to resolve its technical difficulties; OR
- ii) The electronic properties of the Bid documentation clearly indicate that all components of the Bid were prepared in advance of the bid solicitation closing date and time.

Completeness of the Bid

After the closing date and time of this bid solicitation, Canada will examine the Bid to determine completeness. The review for completeness will be limited to identifying whether any information submitted as part of the bid can be accessed, opened, and/or decoded. This review does not constitute an evaluation of the content, will not assess whether the Bid meets any standard or is responsive to all solicitation requirements, but will be solely limited to assessing completeness. Canada will provide the Bidder with the opportunity to submit information found to be missing or incomplete in this review within two business days of notice.

Specifically, the bid will be reviewed and deemed to be complete when the following elements have been submitted by the bidder:

1. That certifications and securities required at bid closing are included.
2. That bids are properly signed, that the bidder is properly identified.
3. Acceptance of the terms and conditions of the bid solicitation and resulting contract.
4. That all documents created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.
5. All certifications, declarations and proofs created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.”

2.2 Submission of Bids

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

2.3 Former Public Servant – Competitive Bid

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

Definitions

For the purposes of this clause, “former public servant” is any former member of a department as defined in the [Financial Administration Act](#) R.S., 1985, c. F-11, a former member of the Canadian



Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.



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

2.5 Applicable Laws

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

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

2.6 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](#) where the main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.

2.7 Bid Challenge and Recourse Mechanisms

- a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid

Section II: Financial Bid

Section III: Certifications

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

Attention: Angelina Garcia

Solicitation Number: 500080497

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 25 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

3.1.1 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.



3.1.2 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.

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

3.1.4 Price Breakdown

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

- a) Professional fees: For each individual and (or) labour category to be assigned to the Work, the bidders should indicate: i) the firm hourly rate or the firm daily rate, inclusive of overhead and profit; and ii) the estimated number of hours or days, as applicable. The bidders should indicate the number of hours in one working day.
- b) Equipment (if applicable): The bidders should specify each item required to complete the Work and provide the pricing basis of each one, Canadian customs duty and excise taxes included, as applicable.
- c) Materials and Supplies (if applicable): The bidders should identify each category of materials and supplies required to complete the Work and provide the pricing basis. The Bidder should indicate, on a per category basis, whether the items are likely to be consumed during the performance of any resulting contract.
- d) Travel and Living Expenses (if applicable): The bidders should indicate the number of trips and the number of days for each trip, the cost, destination and purpose of each journey, together with the basis of these costs without exceeding the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the *National Joint Council Travel Directive* and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".
- e) Subcontracts (if applicable): The bidders should identify all of the proposed subcontractors and provide in their financial bid for each one a price breakdown.
- f) Other Direct Charges (if applicable): The bidders should identify all of the categories of other direct charges anticipated, such as long distance communications and rentals, providing the pricing basis for each and explaining the relevance to the work described in Part 7 of the bid solicitation.
- g) Applicable Taxes: The bidders should indicate the Applicable Taxes separately.

3.1.5 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 resource categories identified.
- 2.0** The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada’s future usage of the services described in the bid solicitation will be consistent with this data.
- a. With regards to the “Estimated Days (C)” listed in the tables below, the number of estimated Days is for evaluation purposes only during the solicitation process and is an estimate provided in good faith.
 - b. Project Planning includes tasks required to prepare and plan for the project, such as team meetings, drafting of the work plans and permit applications.
 - c. Project Reconnaissance includes tasks required to conduct on-the-ground surveys of invasive plant species within the NWAs and record locations.
 - d. Project Implementation includes all tasks involved in implementation of the work, such as equipment transport, equipment cleaning, and herbicide application.
 - e. Project Deliverables includes preparation, review and editing of the reports and associated data.

Table 1:

	Activity / Deliverable	Est. Quantity A	Unit of Measure	Unit Cost B	Extended Price C = (A X B)
	Initial Contract Period: Contract Award to March 31, 2025				
1.	Project Planning	1	Each	\$	\$
2.	Project Reconnaissance	5	Day	\$	\$
3.	Project Implementation	30	Day	\$	\$
4.	Project Reporting				
4.a	Final Biannual Report (Fall 2024)	1	Each	\$	\$
4.b	Final Biannual Report (Winter 2024/2025)	1	Each	\$	\$
4.c	2025 Invasive Species Management Plan	1	Each	\$	\$
	Total Price: Initial Contract Period (D)				\$

Table 2:

	Activity / Deliverable	Est. Quantity A	Unit of Measure	Unit Cost B	Extended Price C = (A X B)
	Period: Option Year 1 April 1, 2025 to March 31, 2026				
1.	Project Planning	1	Each	\$	\$
2.	Project Reconnaissance	5	Day	\$	\$
3.	Project Implementation	30	Day	\$	\$
4.	Project Reporting				
4.a	Final Biannual Report (Fall 2025)	1	Each	\$	\$
4.b	Final Biannual Report (Winter 2025/2026)	1	Each	\$	\$
4.c	2026 Invasive Species Management Plan	1	Each	\$	\$
	Total Price: Option Year 1 (E)				\$



Financial Evaluation Summary	
Total Price - Initial Contract Year 1 (D)	\$
Total Price – Option Year 1 (E)	\$
Total Evaluated Bid Price (D + E)	\$
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 Mandatory Financial Criteria

Number	Criterion	Met / Not Met	Page Number
MF1	The maximum budget allocated for this project must not exceed \$195,000.00 per year, 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.		

4.3.2 Evaluation of Price

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

4.3.2.1 The volumetric data included in the Financial Bid Presentation Sheet detailed in Attachment 1 to Part 3 are provided for bid evaluated price determination purposes only. They are not to be considered as a contract guarantee.

4.3.2.2 For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the Financial Bid Presentation Sheet detailed in Attachment 1 to Part 3.

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 70 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 95 points.

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



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

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

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

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



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

Mandatory 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.

Mandatory Technical Criteria			
No.	Evaluation Criteria	Indicate Yes/No	Cross Reference to Proposal
M1	<p>The Bidder must demonstrate that it has completed 2 projects conducting ground herbicide application using a hydraulic sprayer by providing a description of the number of applications completed and the number of hectares treated within the past 5 years from date of bid closing</p> <p>To demonstrate this criterion, the Bidder must fill out Attachment 2 to Part 4, Bidder’s Experience Table, or provide the following information with their bid:</p> <ul style="list-style-type: none"> • Clients; • Duration of each project; • Project description (including location and identification of invasive species treated, herbicide(s) used and equipment used; 		
M2	<p>The Bidder must demonstrate that its Proposed Resources/personnel have completed 2 projects conducting ground herbicide application using a hydraulic sprayer by providing a description of the number of applications completed and the number of hectares treated within the past 5 years from date of bid closing.</p> <p>To demonstrate this criterion, the Bidder must fill out Attachment 3 to Part 4, Bidder’s Experience Table, or provide the following information with their bid:</p> <ul style="list-style-type: none"> • Clients • Duration of each project • Project description (including location and identification of invasive species treated, herbicide(s) used and equipment used 		
M3	<p>The Bidder must demonstrate that it has completed 2 projects working within Species at Risk habitats, and outline the measures incorporated to mitigate potential harm to those species within the past 5 years from date of bid closing.</p> <p>To demonstrate this criterion, the Bidder must fill out Attachment 4 to Part 4, Bidder’s Experience Table, or provide the following information with their bid:</p> <ul style="list-style-type: none"> • Clients • Duration of each project • Project description (including location and identification of invasive species treated, herbicide(s) used and equipment used 		



Point Rated Technical Criteria

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

Point Rated Technical Criteria			
	Evaluation Criteria	Maximum Score	Score
	Experience of the Bidder		
R1	<p>Experience of the Bidder identifying the invasive plant species listed in Table 1 Annex A Statement of Work within the past 5 years** from date of bid closing</p> <ul style="list-style-type: none"> The Bidder has completed at least 2 projects where all of the species listed have been identified (5 points) The Bidder has completed at least 2 projects where some of the species listed have been identified (2 point) The Bidder has completed less than 2 projects where all or some of the species have been identified, or insufficient evidence provided (0 points) <p>** Where 1 year is defined as a single season of fieldwork occurring within a 12-month period, but not necessary extending over the full 12 months</p>	5	
R2	<p>Experience of the Bidder managing the invasive plant species listed in Table 1 Annex A Statement of Work within the past 5 years** from date of bid closing</p> <ul style="list-style-type: none"> The Bidder has completed projects to manage all of the species listed (10 points) The Bidder has completed projects to manage some of the species, listed, including Phragmites (5 points) The Bidder has not completed projects to manage any of the species listed or has completed projects to manage some of the species but not including Phragmites (0 points) <p>** Where 1 year is defined as a single season of fieldwork occurring within a 12-month period, but not necessary extending over the full 12 months</p>	10	
R3	<p>Experience** of the Bidder working with glyphosate-based herbicides</p> <ul style="list-style-type: none"> The Bidder has experience mixing and applying glyphosate-based herbicides (5 points) The Bidder does not have experience mixing and applying glyphosate-based herbicides, or insufficient experience described (0 points) <p>** Where experience is defined as 5 projects completed at any point in the past 10 years from date of bid closing</p>	5	
R4	<p>Experience** of the Bidder working with imazapyr-based herbicides</p> <ul style="list-style-type: none"> The Bidder has experience mixing and applying imazapyr-based herbicides (5 points) The Bidder does not have experience mixing and applying imazapyr-based herbicides, or insufficient experience described (0 points) <p>** Where experience is defined as 5 projects completed at any point in the past 10 years from date of bid closing</p>	5	



R5	<p>Experience** of the Bidder in remote and sensitive habitats, specifically within the Long Point Region, Norfolk County, ON, or within other coastal wetlands in Southern Ontario</p> <ul style="list-style-type: none"> • The Bidder has worked within the Long Point Region (5 points) • The Bidder has experience working in other coastal wetlands in Southern Ontario (2.5 points) • The Bidder has no previous experience working within the Long Point Region or other coastal wetlands in Southern Ontario (0 points) <p>** Where experience is defined as 2 projects completed at any point in the past 5 years from date of bid closing.</p>	5	
R6	<p>Experience** of the Bidder working with herbicide application equipment outlined in Section 3.8 Required Equipment and Technology in Annex A Statement of Work</p> <ul style="list-style-type: none"> • The Bidder has experience applying herbicide for the management of invasive species using a hydraulic sprayer and hose affixed to an amphibious tracked vehicle (for ex. Marsh Master or equivalent), and a hydraulic backpack sprayer (10 points) • The Bidder does not have experience applying herbicide for the management of invasive species using a hydraulic sprayer and hose affixed to an amphibious tracked vehicle (for ex. Marsh Master or equivalent), and a hydraulic backpack sprayer (0 points) <p>** Where experience is defined as 2 projects completed at any point in the past 5 years from date of bid closing</p>	10	
R7	<p>Experience** of the Bidder working with mechanical management equipment outlined in Section 3.8 Required Equipment and Technology in Annex A Statement of Work</p> <ul style="list-style-type: none"> • The Bidder has experience managing Phragmites using a roller attachment affixed to an amphibious tracked vehicle (for ex. Marsh Master or equivalent), and managing invasive plant species using a chainsaw or other appropriate equipment (5 points) • The Bidder does not have experience managing Phragmites using a roller attachment affixed to an amphibious tracked vehicle (for ex. Marsh Master or equivalent), and managing invasive plant species using a chainsaw or other appropriate equipment (0 points) <p>** Where experience is defined as 2 projects completed at any point in the past 5 years from date of bid closing</p>	5	
<p>Experience of the Proposed Resources – to receive points, the bidder must demonstrate experience of one of the Proposed Resources; the experience of multiple Proposed Resources cannot be combined within a single criterion.</p>			
R8	<p>Experience ** of the Bidder’s Proposed Resource (Team Lead) identifying the invasive plant species listed in Table 1 of Annex A Statement of Work within the past 5 years** from date of bid closing</p> <ul style="list-style-type: none"> • The Bidder’s Proposed Resource (Team Lead) has completed at least 2 projects where all of the species listed have been identified (5 points) • The Bidder’s Proposed Resource (Team Lead) has completed at least 2 projects where some of the species listed have been identified (2 point) • The Bidder’s Proposed Resource (Team Lead) has completed less than 2 projects where all or some of the species listed A have been identified, or insufficient evidence provided (0 points) <p>** Where 1 year is defined as a single season of fieldwork occurring within a 12-month period, but not necessary extending over the full 12 months</p>	5	



R9	<p>Experience ** of the Bidder's Proposed Resource (Team Lead) managing the invasive plant species listed in Table 1 of Annex A Statement of Work within the past 5 years** from date of bid closing</p> <ul style="list-style-type: none"> • The Bidder's Proposed Resource (Team Lead) has completed projects to manage all of the species listed (10 points) • The Bidder's Proposed Resource (Team Lead) has completed projects to manage some of the species listed, including Phragmites (5 points) • The Bidder's Proposed Resource (Team Lead) has not completed projects to manage any of the species listed or has completed projects to manage some of the species but not including Phragmites (0 points) <p>** Where 1 year is defined as a single season of fieldwork occurring within a 12-month period, but not necessary extending over the full 12 months</p>	10	
R10	<p>Experience** of the Bidder's Proposed Resource (Team Lead) working with glyphosate-based herbicides</p> <ul style="list-style-type: none"> • The Bidder's Proposed Resource (Team Lead) has experience mixing and applying glyphosate-based herbicides (5 points) • The Bidder's Proposed Resource (Team Lead) does not have experience mixing and applying glyphosate-based herbicides, or insufficient experience described (0 points) <p>** Where experience is defined as 5 projects completed at any point within the past 10 years from date of bid closing</p>	5	
R11	<p>Experience** of the Bidder's Proposed Resource (Team Lead) working with imazapyr-based herbicides</p> <ul style="list-style-type: none"> • The Bidder's Proposed Resource (Team Lead) has experience mixing and applying imazapyr-based herbicides (5 points) • The Bidder's Proposed Resource (Team Lead) does not have experience mixing and applying imazapyr-based herbicides, or insufficient experience described (0 points) <p>** Where experience is defined as 5 projects completed at any point within the past 10 years from date of bid closing</p>	5	
R12	<p>Experience** of the Bidder's Proposed Resource (Team Lead) working with herbicide application equipment outlined in Section 3.8 Required Equipment and Technology in Annex A Statement of Work</p> <ul style="list-style-type: none"> • The Bidder's Proposed Resource (Team Lead) has experience applying herbicide for the management of invasive species using a hydraulic sprayer and hose affixed to an amphibious tracked vehicle (for ex. Marsh Master or equivalent), and a hydraulic backpack sprayer (10 points) • The Bidder's Proposed Resource (Team Lead) does not have experience applying herbicide for the management of invasive species using a hydraulic sprayer and hose affixed to an amphibious tracked vehicle (for ex. Marsh Master or equivalent), and a hydraulic backpack sprayer (0 points) <p>** Where experience is defined as 2 projects completed at any point in the past 5 years from date of bid closing</p>	10	
R13	<p>Experience** of the Bidder's Proposed Resource (Team Lead) working with mechanical management equipment outlined in Section 3.8 Required Equipment and Technology in Annex A Statement of Work</p> <ul style="list-style-type: none"> • The Bidder's Proposed Resource (Team Lead) has experience managing Phragmites using a roller attachment affixed to an amphibious tracked vehicle (for ex. Marsh Master or equivalent), 	5	



	<p>and managing invasive plant species using a chainsaw or other appropriate equipment (5 points)</p> <ul style="list-style-type: none"> The Bidder's Proposed Resource (Team Lead) does not have experience managing Phragmites using a roller attachment affixed to an amphibious tracked vehicle (for ex. Marsh Master or equivalent), and managing invasive plant species using a chainsaw or other appropriate equipment (0 points) <p>** Where experience is defined as 2 projects completed at any point in the past 5 years from date of bid closing</p>		
	Proposed Treatment Approach		
R14	<p>Proposed approach to avoid non-target impacts</p> <ul style="list-style-type: none"> The proposed methodology, approach and equipment that will be used meet the requirements to avoid non-target impacts to native plants, Species at Risk, and other sensitive areas (10 points) The proposed methodology, approach, and equipment that will be used is insufficient to avoid non-target impacts to native plants, Species at Risk, and other sensitive areas, or is missing entirely (0 point) 	10	
	TOTAL SCORE:	/95	
	MINIMUM PASSING SCORE:	70	



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

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

This table is for Mandatory Technical Criteria

Additional rows may be added as required.

Bidder's Experience Table	
Project 1 - conducting ground herbicide application using a hydraulic sprayer	
Client/Company	
Start Date:	
End Date:	
Project Description:	
Applicable Criteria (M1)	
Project 2 - conducting ground herbicide application using a hydraulic sprayer	
Client/Company	
Start Date:	
End Date:	
Project Description:	
Applicable Criteria (M1)	



**ATTACHMENT 3 TO PART 4
BIDDER'S RESOURCE(S) EXPERIENCE TABLE**

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

This table is for Mandatory Technical Criteria

Additional rows may be added as required.

Bidder's Resource(s) Experience Table	
Project 1 - conducting ground herbicide application using a hydraulic sprayer	
Client/Company	
Start Date:	
End Date:	
Project Description:	
Applicable Criteria (M2)	
Project 2 - conducting ground herbicide application using a hydraulic sprayer	
Client/Company	
Start Date:	
End Date:	
Project Description:	
Applicable Criteria (M2)	



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

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

This table is for Mandatory Technical Criteria

Additional rows may be added as required.

Bidder's Experience Table	
Project 1 - working within Species at Risk habitats	
Client/Company	
Start Date:	
End Date:	
Project Description:	
Applicable Criteria (M3)	
Project 2 - working within Species at Risk habitats	
Client/Company	
Start Date:	
End Date:	
Project Description:	
Applicable Criteria (M3)	



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 Precedent to Contract Award

5.1.1 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.

5.1.2 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 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.

5.2 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.

5.2.1 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.

5.2.2 Education and Experience A3010T (2010-08-16)

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

5.2.2 Valid Ontario Pesticide Operator License issued in accordance with the *Pesticides Act*.

5.2.3 Standard First Aid with Level A CPR & AED certification



PART 6 – SECURITY AND OTHER REQUIREMENTS

6.1 Security Requirement

There is no security requirement associated with this solicitation.

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: *(insert only at contract award)*

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

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

7.2.2 Supplemental General Conditions

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

[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

7.3.1 There is no security requirement applicable to this Contract.

7.4. Term of Contract

7.4.1 Period of the Contract

The Work is to be performed during the period of contract award to March 31, 2025.

7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional one-year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.4.3 Comprehensive Land Claims Agreements (CLCAs)

The Contract is not subject to the following Comprehensive Land Claims Agreement(s).



7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is: to be named at contract award

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

The Technical Authority for the Contract is: to be named at contract award

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

The Project Authority for the Contract is: to be named at contract award

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

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



7.5.4 Contractor's Representative to be named at contract award

Name	
Title	
Organization	
Address	
Telephone	
Facsimile	
Email address	

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

7.7 Payment

7.7.1 Basis of Payment

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

7.7.2 Limitation of Expenditure

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

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

7.8 Invoicing Instructions

7.8.1 Monthly Payments

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;

7.9 Certifications and Additional Information

7.9.1 Compliance

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

7.10 Applicable Laws

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

7.11 Priority of Documents

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

- a) the Articles of Agreement;
- b) the supplemental general conditions _____ (*insert number, date and title*);
- c) the general conditions _____ (*insert number, date and title*);
- d) Annex A, Statement of Work;
- e) Annex B, Basis of Payment;
- 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 G1005C (2016-01-28)

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract. Requirement

7.13 Dispute Resolution

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



ANNEX "A" STATEMENT OF WORK

Reconnaissance, planning and management of invasive plant species at the Big Creek and Long Point National Wildlife Areas

1. Background

Environment and Climate Change Canada-Canadian Wildlife Service (ECCC-CWS) is responsible for the protection of species at risk (SAR) and their Critical Habitats on federally owned lands under the *Species at Risk Act* (SARA). Under the authority of the *Canada Wildlife Act*, ECCC-CWS establishes National Wildlife Areas (NWAs) for the purposes of conservation, research, and interpretation. NWAs are managed to maintain the ecological integrity of the site for the benefit of migratory birds, SAR, and other wildlife of national importance and in accordance with the conservation objectives set out in its management plan.

Invasive species (IS) pose a significant threat to species and their habitats, as identified in Recovery Strategies and other conservation documents. Further, the NWA Management Plans identify IS as a primary threat to the ecological integrity of the sites. To address this threat, reconnaissance to locate and record IS, planning for IS management, and implementation of IS management are recommended actions in Recovery Strategies and NWA Management Plans for the protection of SAR, migratory birds and their habitats.

The purpose of this Contract is to execute the 1) reconnaissance, 2) planning and 3) management of invasive plant species within the Big Creek NWA (BCNWA) and Long Point NWA (LPNWA) (Attachment 2 to Annex A), including both new treatment and retreatment of areas that ECCC-CWS has managed in the past.

Over the course of the Contract, ECCC-CWS plans to identify, locate and manage approximately 100-200 hectares of IS in the BCNWA and LPNWA. Management throughout the NWAs will be iterative and occur in stages, and activities include:

1. Summer 2024: Reconnaissance and planning
2. Fall 2024: Primary Phragmites management (i.e. herbicide application)
3. Winter 2024/2025: Secondary Phragmites management (when deemed ecologically appropriate through the reconnaissance and planning phases of the contract) to reduce high density dead vegetation (i.e. mowing, rolling, cutting and/or burning)
4. Winter and Spring 2025: reporting and management planning
5. Summer and fall 2025: Reconnaissance and primary IS management (i.e. herbicide application and/or non-herbicide mechanical removal)
6. Winter 2025/2026: Secondary IS management (when deemed ecologically appropriate through the reconnaissance and planning phases of the contract) to reduce high density dead vegetation (i.e. mowing, rolling, cutting and/or burning)
7. Spring 2026: reporting

Note: Implementation of the work is subject to issuance of permits and authorizations, including permit(s) from the Ontario Ministry of the Environment, Conservation and Parks (MECP) (see Section 3.5 of Annex A). As per MECP requirements, the Contractor is responsible for making the permit application to MECP. ECCC-CWS will support the Contractor with this application process where required.

The Contractor must comply with any applicable legal requirements, including the provisions of the Pest Control Products Act, the *Pesticides Act* (RSO 1990) and any regulations made thereunder.



2. Objective

To engage the services of a contractor with the knowledge, expertise and resources (certified herbicide applicators, geospatial software and staff, supervision, labour, equipment, tools, materials and supplies) to perform reconnaissance, planning and management, and to provide annual reports on operations conducted at the site.

3. Scope of Work

3.1 Timing

Timing of activities will vary based on the IS being targeted, as well as the type of activity: reconnaissance, planning, or management.

- 3.1.1 Reconnaissance – on-the-ground surveys of invasive plant species within the NWAs. The timing of this activity will vary depending on the target species (see Table 1) across various seasons. Therefore, reconnaissance may occur at any point during the Contract period, however it is expected that most reconnaissance will occur between June 1 and October 31 2024, during the growing season. Timing of surveys is to be determined by the Contractor in consultation with the Technical Authority, when access to the NWAs is available, and during a period that is optimal to observe the species.
- 3.1.2 Planning – planning activities will occur over the course of the Contract period, but will be focused between the commencement of the Contract and August 2024, again from November 2024 to March 2025.
- 3.1.3 Management – timing of management will vary depending on the target species and in consideration of any site-specific access constraints, and should be based upon Best Management Practices, and in consultation with the Technical Authority. Management activities will be divided into two general time periods in accordance with permits:
 - a. Summer/fall management: activities such as herbicide application, cutting, pulling, or other methods appropriate to the target species, to occur between April and November of each year.
 - b. Winter management: activities such as cutting, mowing, burning, rolling, or other methods appropriate to the target species, to occur between November and March of each year.

Over the course of the Contract, ECCC-CWS will work with the Contractor to determine the appropriate schedule for each activity. The information to develop the schedule will include appropriate species survey windows, BMPs for the target species, weather restrictions, creation of maps, and other limitations such as hunting or other use of public lands. ECCC-CWS will work with the Contractor to coordinate pre-treatment arrangements and community outreach, and to obtain the permits/approvals required.

Implementation of the second year of the Contract (April 2025 to March 2026) will be contingent upon receipt of permits, availability of funding, and outcomes of reconnaissance and management from June 2024 to March 2025. Therefore, this Contract will include an option year for 2025/2026, enabling extension if deemed appropriate.

3.2 Herbicide

ECCC-CWS will provide the herbicide and adjuvant required for the project at no cost to the Contractor. The Contractor informed by reconnaissance activities, must determine the quantity of herbicide and adjuvant to be purchased in consultation with ECCC-CWS. The Contractor is responsible for all transport and storage of the herbicide from the storage facility (location TBD but within reasonable proximity to the NWAs) to the base of operations mutually agreed upon by ECCC-CWS and the Contractor. The Contractor must assume responsibility for safety and security of the herbicide and associated equipment upon departing the storage facility. Arrangements for pickup of the required herbicide will be made with the Technical Authority. The Contractor is also responsible for signing requirements imposed under the MECP.



The herbicide must be applied by a licensed applicator, at a rate within the range specified on the product label (see: <https://pr-rp.hc-sc.gc.ca/lr-re/index-eng.php>), to be determined in consultation with ECCC-CWS staff.

The Contractor must work with the Technical Authority to determine the appropriate herbicide(s) and quantities for use. This determination will be made based on best management practices for each target species (see Table 1), habitat factors, application methods and label (see: <https://pr-rp.hc-sc.gc.ca/lr-re/index-eng.php>) recommendations. Appropriate adjuvants will be determined using herbicide product labels. Possible herbicides include but are not limited to:

- VisionMAX (active ingredient: glyphosate)
- Arsenal Powerline (active ingredient: imazapyr)
- Habitat Aqua (active ingredient: imazapyr)
- Garlon RTU (active ingredient : triclopyr)
- Navius (active ingredients: metsulfuron-methyl, aminocyclopyrachlor)

3.3 Locations (Attachment 1 to Annex A)

The project area is within the BCNWA and LPNWA (Attachment 2 to Annex A). The longitude and latitude of each unit's centroid has been detailed in Table 1 below. All treatment will occur on Federal land, and sites are accessible by pre-established access points.

3.3.1 Site 1: The Big Creek NWA is comprised of the Big Creek Unit and Hahn Marsh Unit and is a 770 hectares (ha) shallow coastal wetland located in Norfolk County, approximately 30 km south of Tillsonburg on Lake Erie (Attachment 2 to Annex A). It is located at the base of the Long Point peninsula. The Big Creek NWA is composed of marsh, swamp, sand beach and dune habitats, with small areas of upland habitat. The predominant habitat is cattail marsh. The Big Creek Unit and Hahn Marsh Unit are separated by two other marshes (the Flight Club Marsh and the Lee Brown Marsh). Motorized and non-motorized boats can be launched year-round into the Big Creek Channel at 881 Highway 59. Non-motorized boats can be unloaded in the Hahn Marsh Unit Access Channel as well.

The Big Creek Unit is 608 ha and is accessible via a public parking lot at 737 Highway 59 (Causeway). It is predominantly marsh except for a small strip of vegetated dunes along the Lake Erie shore, a small vegetated upland strip along the north side and upland area within the ECCC-CWS NWA office compound. There is a 90-ha diked impoundment consisting of two cells (North Cell and South Cell) separated by an earthen cross-dike.

The Hahn Marsh Unit comprises the remaining 162 ha and can be accessed via the laneway and public parking lot at 2330 Lakeshore Road (formerly County Road 42). The western third is mainly wooded swamp and lowland deciduous forest (referred to as the 'Hahn Woods'). The remaining land is primarily marsh and shrub thicket (referred to as 'Hahn Marsh'). This Unit has very little open water.

3.3.2 Site 2: The Long Point NWA covers 3,162 ha and is comprised of the Thoroughfare Unit (TU) and the Long Point Unit (LPU). It is located in Norfolk County, approximately 30 km south of Tillsonburg on Lake Erie (Attachment 2 to Annex A) and approximately 10 km southeast of Port Rowan. The southern shoreline is a long, curved and usually continuous spit but the north shore of Long Point is interrupted by marsh, ridge and sandbar systems. The habitats in the Long Point NWA include beaches, dunes, marshes, ponds, savannahs and forest.

The Long Point Unit is near the tip of the peninsula and includes marsh, lowland and upland forest, savannah, dunes, and beaches. The primary access to unit is by boat, although the unit can sometimes also be accessed via the south beach.



The Thoroughfare Unit is located within the Inner Bay portion of Long Point Bay and nearer to the base of the peninsula. It is comprised of cattail marsh, sand dunes and beaches.

Table 1. Management sites, coordinates and known invasive plant species to each of the above listed NWAs.

* Not an exhaustive list and to be updated as reconnaissance and planning activities occur.

** IS of particular concern.

Site name	Latitude	Longitude	Known invasive plant species (common name) present at site* which may be considered for management
Big Creek NWA	42.58793	-80.46044	<ul style="list-style-type: none"> • Garlic mustard • European black alder** • Flowering-rush • Canada thistle • Yellow iris** • White sweet-clover • Reed canarygrass • Phragmites** • Multiflora rose • Bittersweet nightshade
Long Point NWA	42.55772	-80.15484	<ul style="list-style-type: none"> • Garlic mustard** • European black alder • Japanese barberry** • Smooth brome • Flowering-rush • Canada thistle • Yellow iris • White sweet-clover • Reed canarygrass • Kentucky bluegrass • Phragmites** • White poplar • Bittersweet nightshade • Oriental bittersweet • Common Buckthorn**

3.4 Project Activities

ECCC-CWS makes no guarantees of work volume or hectares to be managed; however, the total area of treatment will not exceed 100 ha per year.

This Contract will include the following scope of activities.

3.4.1 Reconnaissance: on-the-ground surveys of invasive plant species within the NWAs. Surveys will occur within targeted locations, to be determined by the Contractor and in discussion with ECCC-CWS staff, using available spatial data and ECCC-CWS staff knowledge. During reconnaissance, the extent and density/abundance (depending on what makes sense for each species) must be noted in a **rapid and repeatable** manner, to enable future assessments of change following invasive control and to plan for re-treatment.

3.4.2 Planning: the creation of shapefiles and maps using the information gathered during reconnaissance activities, as well as the creation of a proposed Invasive Species Management Plan (see Section 3.10 of Annex A), which will, at minimum, prioritize target species and management locations, detail the proposed management approach(es) and outline a plan of action for implementation of management activities. The Contractor is responsible for developing



the necessary treatment mapping, which must incorporate SAR locations and other sensitive features and the appropriate treatment buffers, to be submitted for review and approval by ECCC-CWS.

- 3.4.3 Management:** the treatment of select invasive plant species following Best Management Practices and according to the approved Invasive Species Management Plan, and may include:
- application of herbicide (see Section 3.1 of Annex A) by hydraulic sprayer and/or backpacker sprayer;
 - mechanical removal via cutting, pruning, hand-pulling and/or or combination with other methods like herbicide application; and,
 - over-winter management via mowing, cutting, rolling, removal and/or burning or other methods to reduce above-ground biomass.

These activities will occur at different times and for different sites, as outlined in Table 2 of Annex A.

Table 2. The project sites that require reconnaissance, planning and management activities over the course of the Contract. Precise hectares to be managed will be determined through reconnaissance and planning activities but will not exceed the extents listed in the table.

*management refers to a combination of activities following Best Management Practices and includes activities conducted in summer, fall and through the winter.

Year	Site	Species requiring reconnaissance	Species requiring planning	Species requiring management* and approximate extent
Year 1: 2024/2025	Big Creek NWA	Phragmites Other invasive plant species	Other invasive plant species	Phragmites* – up to 50 hectares
	Long Point NWA	Phragmites	Other invasive plant species, if feasible	Phragmites * – up to 75 hectares
Option Year 2: 2025/2026	Big Creek NWA	Phragmites	None	Phragmites – up to 25 hectares Other invasive plant species – up to 20 hectares
	Long Point NWA	Phragmites Other invasive plant species	Other invasive plant species	Phragmites – up to 25 hectares

3.5 Operating Expectations

The Contractor must have access to the necessary equipment, as outlined in Section 3.8 of Annex A, Statement of Work. To complete the project, the Contractor and operators must possess and be capable of operating the following equipment:

- Equipment able to spray solution (herbicide, adjuvant and water) at the recommended product label rates;
- Equipment able to conduct mechanical management (including but not limited to rolling and cutting in wetlands, mowing in uplands, controlled burns in wetlands and uplands, and cutting tree species);
- GPS unit capable of tracking movements and logging species locations, as well as specific treatment locations, and the post-processing software.

The Contractor and operators must also be capable of:

- Navigating through rough, dense brush and other challenging, remote habitats using a GPS unit;
- Proper mixing and handling of herbicide following label recommendations;
- Safe storage of the herbicide while not in use.



Over the course of the work, ECCC-CWS expects that the Contractor must maintain fully-logged daily records during reconnaissance and management activities, including:

1. Location information – spatial data (.shp or .gdb) of surveyed areas and where management occurred, including the specific types of management and herbicide(s) used, and IS treated, at each location
2. Spray logs – including position, time, speed, area sprayed, volume of herbicide applied and operator name
3. SAR location data – spatial data (.shp or .gdb) of any incidental SAR encounters, with particular focus on nesting birds, turtles, snakes, anurans and plants, must be collected, as well as species name and condition (dead, alive, injured, etc.).
4. Native Phragmites location data – spatial data (.shp or .gdb) of any native Phragmites (*Phragmites australis americanus*) must be collected, as well as an estimate of patch size.

3.6 Permits and Licenses

During the Term of the Contract, the herbicide applicator must hold a valid Ontario Pesticide Operator License issued in accordance with the *Pesticides Act*. The Contractor is required to obtain a permit to perform herbicide application from the Ontario Ministry of the Environment, Conservation and Parks (MECP) prior to commencing the Work. All persons who will be handling, mixing, loading and/or applying pesticides must hold a valid Ontario Exterminator License (land) issued in accordance with the *Pesticides Act* during the Term of the Contract, or be exempt in accordance with Ontario Regulation 63/09. A copy of all licenses and certifications should be provided prior to Contract award. The Contractor must comply with the conditions of the exterminator licence.

The Contractor is responsible for ensuring all personnel providing The Deliverables (Section 5.0) are properly trained and supervised in accordance with the *Pesticides Act* and are licensed by the MECP to handle and apply the herbicide in accordance with the *Pesticides Act*. The Contractor is also responsible for adhering to conditions of the permit from the MECP, the terms and conditions outlined in all project permits (e.g. ECCC SARA permit, DFO SARA permit, etc.); to be obtained by ECCC-CWS prior to the start of work), and herbicide label conditions that have been prescribed by the PMRA (see: <https://pr-rp.hc-sc.gc.ca/lr-re/index-eng.php>).

The Contractor and all personnel involved in the herbicide application must either:

1. Attend a training session on SAR amphibian and reptile and habitat identification prior to commencement of the Work. The training session will be run by a SAR reptile expert, who has worked extensively within the BC and LP NWAs. This session will be coordinated and facilitated by CWS-ON, at no cost to the Contractor, and at a mutually agreed upon time which accommodates both the Contractor and the trainer; or
2. Achieve a score of at least 75% on a SAR amphibian and reptile and habitat identification test. The test is to be created, administered and graded by CWS-ON, at no cost to the Contractor. A score of at least 75% must be achieved prior to the commencement of work.

3.7 Security and Safety Plan

ECCC-CWS will provide the Contractor with emergency contact list in case of an injury or emergency on site. The Contractor is responsible for developing a written safety and security plan and ensuring that all staff members are briefed, aware of procedures, and follow the plan. The Contractor must abide by any current regulations issued by ECCC-CWS and the MECP regarding herbicide safeguarding and security. In addition, there must be at least one staff member with Standard First Aid with Level A CPR & AED certification on-site at all times. Confirmation of all personnel involved in the work and First Aid certification must be provided to the Technical Authority no later than 15 days before the commencement of any fieldwork.

The Contractor will provide all necessary equipment for the safe and approved storage, handling, loading and application of the herbicide and any clean-up of residues or spills, which should be avoided at all costs. Once picked up from the storage facility, the Contractor must ensure sufficient safety and security measures are taken which meets or exceeds all requirements of the labels (see: <https://pr-rp.hc-sc.gc.ca/lr-re/index-eng.php>).



sc.gc.ca/ls-re/index-eng.php), the *Pesticides Act* and Ontario Regulation 63/09. ECCC-CWS is not responsible for the pesticides, or their security, once they have departed the storage location.

3.8 Required Equipment and Technology

The Contractor must provide all equipment, materials (except for herbicides and adjuvants), personnel and services required for the treatment of the application areas. Necessary equipment includes:

- At least 2 amphibious tracked vehicles, such as a Marsh Master, including a rolling attachment
- Jon boat(s), or similar small, lightweight boat(s) capable of navigating narrow, shallow waterways
- At least 2 hydraulic sprayers with 150m hose, capable of attachment to an amphibious tracked vehicle or boat
- Hydraulic backpack sprayer(s), for highly sensitive areas
- Equipment required for cutting and removal of non-Phragmites invasive plants, such as a chainsaw
- At least 1 GPS unit per sprayer, plus the necessary software and technician, capable of marking the locations of any IS, SAR and native Phragmites encountered (if applicable), the track lines showing travel routes and the locations of areas managed, such that accurate shapefiles or geodatabase can be produced

ECCC-CWS will provide geospatial file(s) of the site boundaries, areas previously managed for Phragmites, known invasive plant locations and relevant SAR locations. ECCC-CWS will work with the Contractor to establish the best format for the geospatial files (i.e., shapefile, geodatabase).

3.9 Weather Parameters

The Technical Authority will consult with the Contractor to determine when weather conditions (wind, temperature, precipitation) are acceptable for management operations to be conducted, in accordance with the product labels and safety measures.

It is imperative that the Contractor is flexible in timing of the reconnaissance and management activities due to limitations imposed by weather, the remote nature of the sites, and other factors.

3.10 Invasive Species Management Plan

The Invasive Species Management Plan, submitted to the Technical Authority following the Schedule of Milestones (Section 4 of Annex A), will be used to guide management activities starting in spring 2025 and will be updated as new information is gathered through each stage of the Contract. ECCC-CWS will work with the Contractor to develop a brief plan for implementation of Phragmites management activities in fall 2024, based on ECCC-CWS knowledge of sites and Phragmites locations.

The Invasive Species Management Plan must include the following information:

- A summary of findings from 2024 reconnaissance fieldwork, including maps created
- The extent/area and density/abundance of each target species, including details on the rapid and repeatable manner in which the extent was estimated prior to treatment that will allow it to be repeated in subsequent years.
- Proposed approach for 2025 reconnaissance fieldwork
- A prioritization of invasive plant species for management, with rationale
 - Considerations for prioritization include extent of invasion, available tools for management, impacts of species to SAR, impacts of management to SAR, cost-benefit analysis
- A prioritization of management locations, with rationale
 - Considerations for prioritization include the those listed above, plus accessibility of sites and other site-specific limitations
- An outline of the proposed management approach, including:
 - An overview of management techniques, referencing Best Management Practices for the proposed species
 - Actions to mitigate risks to species and their habitats
- An action plan for implementation of management activities, including:
 - A timeline of activities, with consideration of sensitive species windows (e.g. breeding)



3.11 Biannual Reports

The biannual reports, submitted to the Technical Authority following the Schedule of Milestones (Section 4 of Annex A) must include the following information:

- Shapefile or geodatabase and related maps of areas managed, differentiating where each management method and herbicide, if applicable, was used, as well as the track lines showing travel routes
- Shapefile or geodatabase created from GPS locations of any unmapped invasive plant species encountered that were outside of the scope of management
- Shapefile or geodatabase created from GPS locations of each SAR encountered during treatment, including metadata identifying the species and condition (alive, dead, injured, etc.)
- Shapefile or geodatabase created from GPS locations of any suspected native Phragmites, if found
- Type and performance of equipment that was used
- Total litres of herbicide(s) and adjuvant(s) applied
- An estimate of the total number of hectares treated by herbicide(s)
- Daily logged spray records, including time, vehicle speed, area treated, operator name, air temperature, wind speed and wind direction
- Any other information specifically required as per the permits
- Potential areas for improved treatment methods (lessons learned), areas that could not be treated (including reason why treatment was not possible), and recommendations for future treatment

3.12 ECCC-CWS Provided Equipment and Labour

The following equipment, personnel and labour will be provided by ECCC-CWS at no cost to the Contractor:

- CWA, DFO and SARA permits necessary to complete the activities described in this Statement of Work
- Herbicide and adjuvant required for management, volumes to be determined by the Contractor in consultation with ECCC-CWS
- Geospatial data of known invasive plant species locations, known SAR locations, available ELC and project site boundaries
- Support in drafting the 2024 Phragmites management plan, treatment mapping and associated spatial data

4.0 Milestones

The schedule of milestones is detailed below. The text in bold are contract deliverables (see also Section 5.0 Deliverables)

Schedule of Milestones		
Tasks	Project Phase	Due Date
Year 1 – Contract start date to March 31, 2025		
2024 Field Season Meeting – attend a meeting to discuss the timeline and expectations, as well as the data requirements and formatting	Planning	Shortly following Contract award, at a time amendable to the Contractor and Technical Authority
Geospatial Data and Mapping – ECCC-CWS to provide the Contractor with relevant geospatial files (known invasive plant species locations, relevant SAR locations, project site boundaries, ELC and other data as requested and appropriate) to inform reconnaissance planning	Planning	Shortly following 2024 Field Season Meeting



2024 Reconnaissance Work Plan – to be reviewed and approved by the Technical Authority	Reconnaissance	No fewer than 5 days prior to the commencement of Reconnaissance activities
Permits and Licenses – ensure necessary permits are in place <ul style="list-style-type: none"> ECCC-CWS: SARA, DFO, CWA Contractor: MECP, Pesticide Operator 	Planning	Prior to the commencement of Reconnaissance activities
Phragmites Reconnaissance Spatial Data – submit spatial data (shapefile or geodatabase) to ECCC-CWS, including areas surveyed and locations of: <ul style="list-style-type: none"> Invasive Phragmites Incidental SAR observations Incidental native Phragmites observations For review and approval by the Technical Authority	Reconnaissance	No later than August 5, 2024
2024 Brief Phragmites Management Plan – ECCC-CWS to work with the Contractor to develop a brief Phragmites Management Plan for work to be conducted from August 2024 to March 2025, based on ECCC-CWS priorities, knowledge of sites and Phragmites locations, and outcomes of Reconnaissance activities.	Management	No later than August 16, 2024
Implement Phragmites fall management activities (herbicide application), per Table 2 of Annex A	Management	August 17 – October 15, 2024
Treatment updates – the Contractor must provide daily updates as herbicide treatment occurs	Management	Daily, during herbicide application
Implement Phragmites winter management activities (rolling, mowing, controlled burn), per Table 2 of Annex A	Management	October 15, 2024 – March 15, 2025
2024 fall treatment polygons – the Contractor must provide a shapefile or geodatabase of the herbicide treated areas and the track lines showing travel routes.	Management	October 31, 2024
Reconnaissance Spatial Data – including areas surveyed and locations of: <ul style="list-style-type: none"> Invasive plant species encountered Incidental SAR observations Incidental native Phragmites observations For review and approval by the Technical Authority	Reconnaissance	No later than December 1, 2024
Draft Biannual Report (Fall 2024) – the Contractor must submit: <ul style="list-style-type: none"> A draft report and treatment maps associated with Phragmites herbicide application activities, including all items listed in Section 3.10, for review and comment by the Technical Authority 	Management	December 1, 2024
Final Biannual Report (Fall 2024) – the Contractor must submit a complete final annual report, including all items listed in Section 3.11.	Management	December 31, 2024
Draft Invasive Species Management Plan – including all items listed in Section 3.10, to be reviewed and approved by the Technical Authority.	Planning	February 1, 2025
Final Invasive Species Management Plan – including all items listed in Section 3.10 and incorporating edits from the Technical Authority.	Planning	March 1, 2025
Draft Biannual Report (Winter 2024/2025) – the Contractor must submit:	Management	March 21, 2025



<ul style="list-style-type: none"> • A draft report and treatment maps associated with Phragmites winter management activities, including all items listed in Section 3.10, for review and comment by the Technical Authority; • A shapefile or geodatabase of the winter management areas and the track lines showing travel routes; • Shapefiles or geodatabase created from GPS locations of each SAR encountered during winter management application 		
Final Biannual Report (Winter 2024/2025) – the Contractor must submit a complete final annual report, including all items listed in Section 3.11.	Management	March 31, 2025
Option Year 2 – April 1, 2025 to March 31, 2026		
2025 Field Season Meeting - attend a meeting to discuss the timeline and expectations, as well as the data requirements and formatting	Planning	June 1, 2025
Geospatial Data and Mapping – ECCC-CWS to provide the Contractor with relevant geospatial files (known invasive plant species locations, relevant SAR locations, project site boundaries, ELC and other data as requested and appropriate) to inform reconnaissance planning	Planning	Shortly following 2025 Field Season Meeting
Permits and Licenses – ensure necessary permits are in place <ul style="list-style-type: none"> • ECCC-CWS: SARA, DFO, CWA • Contractor: MECP, Pesticide Operator 	Planning	Prior to the commencement of Reconnaissance activities
Implement Reconnaissance activities, per Table 2 of Annex A	Reconnaissance	June 1 – September, 2025
2025 Invasive Species Management Plan based on outcomes of 2025 Reconnaissance activities	Planning	Prior to the start of any 2025 management activities
Reconnaissance spatial data – submit spatial data (shapefile or geodatabase) to ECCC-CWS including areas surveyed and locations of: <ul style="list-style-type: none"> • Invasive plant species encountered • Incidental SAR observations • Incidental native Phragmites observations For review and approval by the Technical Authority	Reconnaissance	No later than August 15, 2025
Implement IS summer/fall management activities, per Table 2 of Annex A and using reconnaissance data collected in 2024 and 2025, where possible	Management	April 1 – October 31, 2025, or as directed by project permits
Treatment updates – the Contractor must provide daily updates as management occurs	Management	Daily, during summer/fall management activities
2025 summer/fall treatment polygons – the Contractor must provide a shapefile or geodatabase of the treated areas and the track lines showing travel routes.	Management	October 31, 2025
Implement Phragmites winter management activities (rolling, mowing, controlled burn), per Table 2 of Annex A	Management	October 15, 2025 – March 15, 2026
Draft Biannual Report (Fall 2025) – the Contractor must submit: <ul style="list-style-type: none"> • A draft report and treatment maps associated with summer/fall IS management activities, including all items listed in Section 3.11; 	Management	December 1, 2025



<ul style="list-style-type: none"> Shapefiles or geodatabase created from GPS locations of each SAR and native Phragmites patch encountered during herbicide application. <p>For review and comment by the Technical Authority.</p>		
<p>Final Biannual Report (Fall 2025) – the Contractor must submit a complete final annual report, including all items listed in Section 3.10.</p>	Management	December 31, 2025
<p>Draft Biannual Report (Winter 2025/2026) – the Contractor must submit:</p> <ul style="list-style-type: none"> A draft report and treatment maps associated with IS winter management activities, including all items listed in Section 3.11; A shapefile or geodatabase of the treated areas and the track lines showing travel routes; Shapefiles or geodatabase created from GPS locations of each SAR and native Phragmites patch encountered during herbicide application. <p>For review and comment by the Technical Authority.</p>	Management	March 20, 2026
<p>Final Biannual Report (Winter 2025/2026) – the Contractor must submit a complete final annual report, including all items listed in Section 3.11.</p>	Management	March 30, 2026
<p>2026 Invasive Species Management Plan – the Contractor must submit a final Invasive Species Management Plan, updated using the 2025 reconnaissance data, and including:</p> <ul style="list-style-type: none"> All items listed in Section 3.10 of Annex A Lessons learned and recommendations for future invasive plant species management activities at the project sites 	Planning	March 30, 2026

5.0 Deliverables

The Contractor must complete and submit the deliverables according to timelines detailed below:

Deliverable	Due Date
Year 1: Contract start date until March 31, 2025	
Reconnaissance Work Plan	No fewer than 5 days before the commencement of Reconnaissance activities
Phragmites reconnaissance spatial data	August 5, 2024
Fall treatment polygons	October 31, 2024
Reconnaissance spatial data	December 1, 2024
Draft biannual report (fall 2024)	December 1, 2024
Final biannual report (fall 2024)	December 31, 2024
Draft 2025 invasive species management plan	February 1, 2025
Final 2025 invasive species management plan	March 1, 2025
Draft biannual report (Winter 2024/2025)	March 21, 2025
Winter treatment polygons	
Final biannual report (winter 2024/2025)	March 31, 2025
Option Year 1: April 1, 2025 to March 31, 2026	
Reconnaissance spatial data	August 15, 2025
Summer/fall treatment polygons	October 31, 2025



Draft biannual report (fall 2025)	December 1, 2025
Final biannual report (fall 2025)	December 31, 2025
Draft biannual report (winter 2025/2026)	March 20, 2026
Final biannual report (winter 2025/2026)	March 30, 2026
Final 2026 invasive species management plan	

6.0 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 following accessibility criteria and standards must form part of the Work:

- All written reports and databases must be created in a format that is accessible, as per the Accessibility, Accommodation, and Adaptive Computer Technology Program (AACT) "How to create the accessible documents" guide Version 1.5.



ATTACHMENT 1 TO ANNEX A Invasive Species Reconnaissance, Planning and Management Sites



Figure 1. Big Creek Unit of the Big Creek National Wildlife Area.

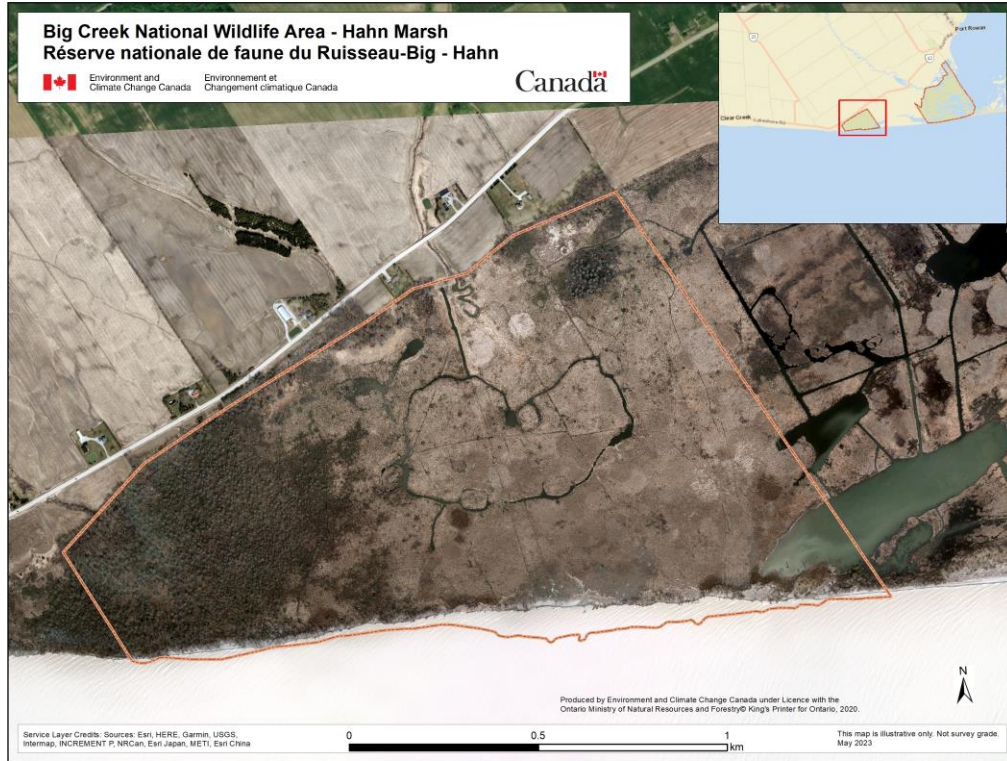


Figure 2. Hahn Marsh Unit of the Big Creek National Wildlife Area.

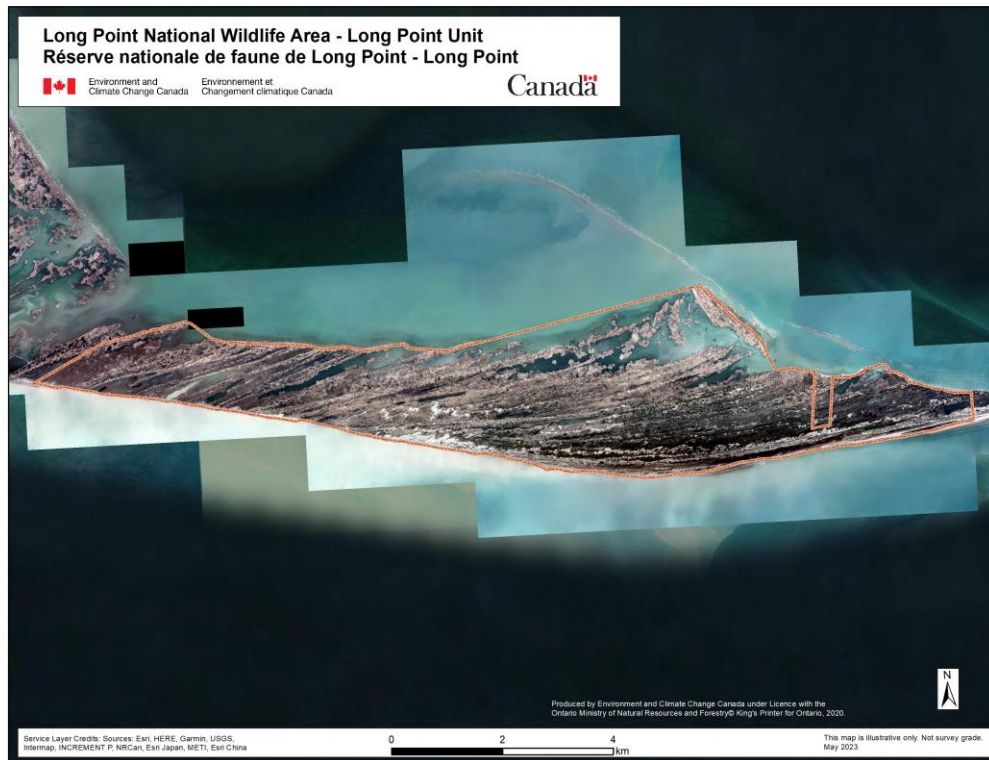


Figure 3. Long Point Unit of the Long Point National Wildlife Area.



Figure 4. The Thoroughfare Unit of the Long Point National Wildlife Area.



ATTACHMENT 2 TO ANNEX A
Optimal times to observe invasive plant species considered for management

**** IS of particular concern**

Invasive Plant Species Considered for Management (common name)	Site Found	Optimal Time to Observe Species
Garlic Mustard**	BCNWA, LPNWA	May to early June – flowers appear on the second-year plants, in clusters at the end of the plant
European Black Alder**	BCNWA, LPNWA	April to May - Male catkins are out and expand before leaves appear Winter – buds are reddish-brown and have glued-on bud scales on both sides
Flowering-rush	BCNWA, LPNWA	June to September – flowers in umbrella shaped cluster
Canada thistle	BCNWA, LPNWA	June to August – flowers at the end of the stem
Yellow Iris**	BCNWA, LPNWA	April to July – flowers at the top of stems in groups of 2-10
White sweet-clover	BCNWA, LPNWA	June to October – flowers appear in the plants second year in multiple racemes
Reed canary grass	BCNWA, LPNWA	As early as April – one of first species to emerge in the growing season in wetlands
Phragmites**	BCNWA, LPNWA	May to October – green and growing August to September – flowering September to winter – formation of large, dense seed heads
Multiflora rose	BCNWA, LPNWA	May to June – flowers in clusters and produce a lot of pollen
Bittersweet nightshade	BCNWA, LPNWA	June to July – star-shaped flowers in clusters August-winter – egg-shaped berries ripen to red
Japanese barberry**	LPNWA	April to June – yellow flowers in May July through winter – bright red fruit
Smooth brome	LPNWA	July to September – flowers in an open panicle
Kentucky bluegrass	LPNWA	April to July – matures and flowers quickly
White poplar	LPNWA	Mid-March to April – catkins appear and mature in 4-6 weeks May to June – leaves come out
Oriental bittersweet	LPNWA	May to June – greenish yellow flowers Fall through the winter - berries
Common Buckthorn**	LPNWA	One of the first shrubs to leaf out in the spring, one of the last to drop the leaves in the fall. Early June – flowers appear Late summer to all winter – fruit green then black when mature, and stays on branches through winter



ANNEX "B"
BASIS OF PAYMENT

(to be completed at contract award)