



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS Á:

**Parks Canada Agency**  
**Lower Fort Garry National Historic Site of Canada**  
**5925 Highway #9**  
**St Andrews, MB R1A 4A8**

**BID FAX: 204-482-5887**

**REQUEST FOR PROPOSAL**  
**DEMANDE DE PROPOSITION**

Proposal to: Parks Canada Agency  
 We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred or attached hereto, the supplies and services listed herein or on any attached sheets at the price(s) set out therefore.

Propositions à : l' Agence Parcs Canada  
 Nous offrons par la présente de vendre à sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les articles et les services énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Vendor/Firm Name and Address**  
**Raison sociale et adresse du**  
**fournisseur/de l'entrepreneur**

<b>Title-Sujet</b> <b>Helicopter Net Gunning of Elk for Tuberculosis Testing - Riding Mountain National Park of Canada</b>	
<b>Solicitation No. - N° de l'invitation</b> <b>5P404-14082</b>	<b>Date</b> <b>October 3, 2014</b>
<b>GETS Reference No. - N° de référence de SEAG</b> <b>NA</b>	
<b>Client Reference No. - N° de référence du client</b> <b>5P404-14082</b>	
<b>Solicitation Closes</b> <b>L'invitation prend fin -</b>  <b>at - à 02:00 PM</b> <b>on - le October 17, 2014</b>	<b>Time Zone</b> <b>Fuseau horaire -</b>  <b>CDT</b>
<b>Address Inquiries to: - Adresser toute demande de renseignements à :</b> <b>R Bedard</b>	
<b>Telephone No. - N° de téléphone</b> <b>204-785-6081</b>	<b>Fax No. - N° de FAX:</b> <b>204-482-5887</b>
<b>Destination of Goods, Services, and Construction:</b> <b>Destination des biens, services et construction:</b>  <b>See Herein</b>	
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur :</b>	
<b>Name and title of person authorized to sign on behalf of the Vendor/Firm (type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur ( taper ou écrire en caractères d'imprimerie)</b>	
_____	_____
<b>Name/Nom</b>	<b>Title/Titre</b>
_____	_____
<b>Signature</b>	<b>Date</b>

## **PART 1 - GENERAL INFORMATION**

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

## **PART 2 - BIDDER INSTRUCTIONS**

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries - Bid Solicitation
4. Applicable Laws

## **PART 3 - BID PREPARATION INSTRUCTIONS**

1. Bid Preparation Instructions

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

1. Evaluation Procedures
2. Basis of Selection

## **PART 5 - CERTIFICATIONS**

1. Certifications Precedent to Contract Award and Certifications

## **PART 6 - RESULTING CONTRACT CLAUSES**

1. Security Requirement
2. Statement of Work
3. Standard Clauses and Conditions
4. Term of Contract
5. Authorities
6. Payment
7. Invoicing Instructions
8. Certifications
9. Applicable Laws
10. Insurance
11. Priority of Documents
12. SACC Manual Clauses

### **List of Annexes:**

Annex A	Statement of Work
Appendix A1	Elk Handling Protocol and Aerial Net Gunning Procedures
Appendix A2	Aircrew and Aircraft Requirements
Annex B	Basis of Payment
Annex C	Attestation and Proof of Compliance With Occupational Health and Safety (OHS)
Annex D	Insurance Requirements
Annex E	Bid Evaluation Criteria

## **PART 1 - GENERAL INFORMATION**

### **1. Security Requirement**

There is no security requirement associated with the requirement.

### **2. Statement of Work**

The Work to be performed is detailed under Article 2 of the resulting contract clauses.

### **3. Debriefings**

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

## **PART 2 - BIDDER INSTRUCTIONS**

### **1. Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/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 (2011-05-16) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

All reference to the Minister of Public Works and Government Services should be deleted and replaced with the Chief Executive Officer of Parks Canada. All reference to the Department of Public Works and Government Services should be deleted and replaced with Parks Canada Agency.

### **2. Submission of Bids**

Bids must be submitted only to Parks Canada Agency (PCA) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

### **3. Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

that can be distributed to all bidders may not be answered by Canada.

#### **4. Applicable Laws**

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

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

### **PART 3 - BID PREPARATION INSTRUCTIONS**

#### **1. Bid Preparation Instructions**

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

Section I: Technical Bid ( 3 hard copies)

Section II: Financial Bid ( 3 hard copies)

Section III: Certifications (3 hard copies)

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

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

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

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

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

### **1.1. SACC Manual Clauses**

1.1.1 SACC Manual clause C900T (2010-08-16) Pricing

### **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **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.

### **1.1 Technical Evaluation**

To be considered responsive, a proposal must meet all of the mandatory requirements of this solicitation. For those requirements that can only be met during the performance of any resulting contract, the bidder must indicate in their proposal, their intent to comply and demonstrate how they will comply if awarded the contract. Proposals not meeting all of the mandatory requirements will be given no further consideration. Provided that all the **MANDATORY REQUIREMENTS** are met, the proposals will be evaluated on the basis of the point rated technical criteria; therefore, bidders are advised to address each area in sufficient depth to show clearly how effectively the work could be done.

#### **1.1.1 Mandatory Technical Criteria**

To be considered compliant, a bid must meet all of the mandatory evaluation criteria as indicated under Annex "E" – Bid Evaluation Criteria. Bids not meeting all of the mandatory criteria will be given no further consideration.

#### **1.1.2 Point Rated Technical Criteria**

To be considered responsive, a bid must score at least 70% overall of the points for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 460 total points. Criteria not addressed will be given a score of 0.

### **1.2 Financial Evaluation**

The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.

### **2. Basis of Selection**

#### **2.1 Highest Combined Rating of Technical Merit and Price**

- 2.1.1. To be declared responsive, a bid must:
- a. comply with all the requirements of the bid solicitation;
  - b. meet all mandatory technical evaluation criteria; and
  - c. Obtain the required minimum of 70 percent overall of the points for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 460 total points.
- 2.1.2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
- 2.1.3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.
- 2.1.4. 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 60%.
- 2.1.5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
- 2.1.6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 2.1.7. 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 60/40 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 (60%) and Price (40%)**

	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>	
<b>Overall Technical Score</b>	115/135	89/135	92/135	
<b>Bid Evaluated Price</b>	\$55,000.00	\$50,000.00	\$45,000.00	
<b>Calculations</b>	<b>Technical Merit Score</b>	115/135 x 60 = 51.11	89/135 x 60 = 39.56	92/135 x 60 = 40.89
	<b>Pricing Score</b>	45/55 x 40 = 32.73	45/50 x 40 = 36.00	45/45 x 40 = 40.00
<b>Combined Rating</b>	83.84	75.56	80.89	
<b>Overall Rating</b>	1st	3rd	2nd	

**PART 5 - CERTIFICATIONS**

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications

or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

## **1. Certifications 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 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.

### **1.1 Federal Contractors Program for Employment Equity - Certification**

The Federal Contractors Program for Employment Equity (FCP-EE) requires that some suppliers bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder is subject to the FCP-EE, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Social Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contract Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP-EE for a reason other than the reduction of their workforce to less than 100 employees. Any bid from ineligible contractors will be declared non-responsive.

If the Bidder does not fall within the exceptions enumerated below, or does not have a valid certificate number confirming its adherence to the FCP-EE, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity (<http://www1.servicecanada.gc.ca/cgibin/search/eforms/index.cgi?app=profile&form=lab1168&dept=sc&lang=e>), to the Labour Branch of HRSDC.

The Bidder certifies its status with the FCP-EE, as follows:

The Bidder:

- ( ) is not subject to the FCP-EE, having a workforce of less than 100 permanent full time, part- time or temporary employees in Canada,
- ( ) is not subject to the FCP-EE, being a regulated employer under the Employment Equity Act, S.C. 1995, c.44;
- ( ) is subject to the requirements of the FCP-EE, having a workforce of 100 or more permanent full time, part-time or temporary employees in Canada, but has not previously obtained a certificate number from HRSDC, (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- ( ) is subject to the FCP-EE, and has a valid certificate number as follows: \_\_\_\_\_ (e.g. has not been declared ineligible contractor by HRSDC).

Further information on the FCP-EE is available on the following HRSDC Web site:  
<http://www.hrsdc.gc.ca/en/labour/equality/fcp/index.shtml>

### **1.2 Former Public Servant Certification**

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

## Definitions

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

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

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

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

## Former Public Servant in Receipt of a Pension

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

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

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

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



### **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

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

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

### **1.3 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.

### **1.4 Education and Experience**

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.

## **1.5 Certification**

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

## **PART 6 - RESULTING CONTRACT CLAUSES**

### **1. Security Requirement**

There is no security requirement associated with the requirement.

### **2. Statement of Work**

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

### **3. Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/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.

All reference to the Minister of Public Works and Government Services should be deleted and replaced with the Chief Executive Officer of Parks Canada. All reference to the Department of Public Works and Government Services should be deleted and replaced with Parks Canada Agency.

#### **3.1 General Conditions**

2010C (2011-05-16) General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

### **4. Term of Contract**

#### **4.1 Period of the Contract**

The period of the Contract is from Contract Award to March 31, 2015

#### **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 1 additional 1 year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 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.

### **5. Authorities**

#### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Ron Bedard CFSP  
Contracts, Procurement, and Material Management Officer  
Manitoba Field Unit & Riding Mountain Field Unit  
5925 Highway 9  
St. Andrews, Manitoba R1A 4A8  
Telephone: (204) 785-6081

Facsimile: (403) 482-5887  
ron.bedard@pc.gc.ca

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

## 5.2 Project Authority

The Project Authority for the Contract will be named at time of contract award:

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.

## 5.3 Contractor's Representative

(To be completed)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone : \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail address: \_\_\_\_\_

**Procurement Business Number (PBN) :** \_\_\_\_\_

### Instruction on how to obtain a Procurement Business Number (PBN)

Canadian Bidders are required to have a Procurement Business Number (PBN) before Contract award. Bidders may register for a PBN in the Supplier Registration Information service on line at the Business Access Canada Website at: <https://buyandsell.gc.ca>. For non- Internet registration, Bidders may contact the Business Access Canada InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

## 6. Payment

### 6.1 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 \$ to be determined at time of contract award. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

## **6.2 Limitation of Expenditure**

6.2.1 Canada's total liability to the Contractor under the Contract must not exceed \$ to be determined at time of contract award. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

6.2.2 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:

- (a) when it is 75 percent committed, or
- (b) four (4) months before the contract expiry date, or
- (c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

## **6.3 Monthly Payment**

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- (a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) all such documents have been verified by Canada;
- (c) the Work performed has been accepted by Canada.

## **7. Invoicing Instructions**

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must contain the following information:

1. Contract number,
2. Contractor's name, address and GST number
3. Period covered by the invoice
4. Work covered by the invoice

Unless otherwise indicated, the Goods and Services Tax (GST) is excluded from the Contract price. The GST, to the extent applicable, will be incorporated into all invoices and will be paid by the Government of Canada.

2. Invoices must be distributed as follows:

- (a) The original must be forwarded to the consignee.

## **8. Certifications**

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

## **9. Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province of Manitoba.

## **10. Insurance**

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## **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) 2010C (2011-05-16);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C Attestation and Proof of Compliance with Occupational Health and Safety (OHS)
- (f) Annex D Insurance Requirements
- (g) the Contractor's bid dated October 17, 2014

## **12. SACC Manual Clauses**

[A1009C](#) (2008-05-12), Work Site Access  
[A7017C](#) (2008-05-12), Replacement of Specific Individuals  
[A9068C](#) (2010-01-11), Government Site Regulations  
[B6802C](#) (2007-11-30), Government Property

12.1. SACC Manual clause [D5328C](#) (2007-11-30), Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

**ANNEX "A"**  
**STATEMENT OF WORK**

**1. Title**

Helicopter Net Gunning of Elk for Tuberculosis Testing in Riding Mountain National Park, MB

**2. Background**

Bovine Tuberculosis (TB) is a contagious, infectious and communicable disease caused by *Mycobacterium bovis* (*M. bovis*). In 1986, Manitoba was given certified TB free status, which meant that no case of *M. bovis* had been detected among bovines in Manitoba in the previous five years. Since 1991 instances of the infection have been detected in several cattle herds around Riding Mountain National Park (RMNP).

The Park is currently home to a population of approximately 1350 elk. A small proportion of the elk population within the Park is infected with Bovine TB. The elk capture and blood testing (approximately 1500 elk) completed to date since 2008 indicate the apparent prevalence rate of TB infected elk to be 1%. However, being present in a wild ungulate population, which migrates out of the Park onto adjacent lands, creates a serious threat to the livestock industry. The ecological impact of the disease on the elk population is unknown, although with a low prevalence, it is not believed to be population limiting. The whitetail deer population is also known to be infected at low levels.

Federal amendments to allow zoning around the Park have been passed and came into effect on January 1<sup>st</sup>, 2003. CFIA has established a special Riding Mountain TB Eradication Area around the Park to address the TB threat that currently exists in the area, consisting of approximately 50,000 cows on 700 farms. CFIA implemented new disease control measures for cattle and farmed bison in the area around the Park, including an aggressive testing program for TB. CFIA is taking this action to rapidly detect and eliminate and spread of bovine TB from the wildlife population in the vicinity of the Park to livestock herds in the area.

A task group for Bovine Tuberculosis including Manitoba Conservation, Manitoba Agriculture and Food, Parks Canada, Canadian Food Inspection Agency and in consultation with The Manitoba Cattle Producers Association and Manitoba Wildlife Federation prepared a Action Plan for Bovine TB Management in Manitoba in September 2000.

In support of this plan it is proposed for 2014/15 and 2015/16 that a program of disease testing wild elk be continued.

**2.1. Objectives**

To capture, blood test, radio collar, and release up to 150 cow elk in RMNP during the winter of 2014/15, and capture, blood test, radio collar, and release 50 cow elk during the winter of 2015/16.

**3. Requirements**

**3.1. Tasks**

The Contractor must:

- (a) Capture, blood test, radio collar and release up to 200 cow elk from within Riding Mountain National Park
- (b) If required, recapture, blood test, euthanize and remove (sling) up to 40 elk from within Riding Mountain National Park



Scheduled Operations  
The Contractor must:

- (a) Control and ensure safe capture, drawing blood, radio collaring, and releasing an estimated 200 cow elk by net gunning from a helicopter in Riding Mountain National Park per the proposed schedule

**Phase 1:** Starting December 1, 2014:

- i. Capture, blood test, radio collar and release an estimated 100 cow elk.

**Phase 2:** Starting January 26, 2015:

- i. Capture, blood test, radio collar and release an estimated 50 cow elk.

**Phase 3:** Starting March 15, 2015:

- i. Recapture, blood test, euthanize and remove (sling) up to 30 cow elk.

**Phase 4:** Starting December 1, 2016:

- ii. Capture, blood test, radio collar and release an estimated 50 cow elk.

**Phase 5:** Starting February 15, 2016:

- i. Recapture, blood test, euthanize and remove (sling) up to 10 cow elk.

### **3.2. Technical Requirements**

The Contractor must:

- (a) Provide professional personnel and equipment (helicopter and net gunning equipment) for the tracking, capturing, slinging of euthanized elk to a nearby Resource Conservation Station and/or staging area, and other specified handling procedures of elk within Riding Mountain National Park.
- (b) Perform pre-capture surveillance to locate elk if Parks Canada is not able to perform.
- (c) Follow the protocol as indicated in Appendix "A1" in a manner which reduces the risk of injury and stress to the animals. Euthanized animals must be slung out to a nearby Resource Conservation Station and/or staging area.
- (d) Ensure that helicopter and aircrew provided to perform the Work meet the minimum requirements indicated in Appendix "A2".
- (e) If unable to capture animals because of terrain, availability of animals or other unforeseen problems after two (2) hours of flying time, immediately inform the Parks Canada Representative with a view to seek help to enable the agreement to be completed or renegotiated.
- (f) Follow flight lines established by parks staff to and from capture areas.

### **4. Constraints**

All services provided by the Contractor are subject to the approval of and acceptance by the Parks Canada Project Authority, who shall have the right to inspect the aircraft, equipment and documents related to the air worthiness of the aircraft and operational documentation including flight plans or flight notification, loading records, logs, air crew log books, air carrier licenses and pilot in order to ensure compliance with the terms and conditions of the contract. If the Contractor is unavailable due to failure to meet the inspection, the Contractor shall be responsible for any additional expenses incurred by Parks Canada to provide the necessary services that the Contractor has been unable to comply with.

**5. Travel and Living Expenses**

All travel and living expenses incurred in the performance of the Work will not be reimbursed by Parks Canada and are to be included in the Contractor's firm pricing.

**6. Client Support**

Parks Canada shall:

- (a) Provide all fuel from the commencement of capture activities to the completion of capture activities in the Riding Mountain National Park.
- (b) Provide all collars, blood testing equipment, and ear tags required to perform the Work.
- (c) Provide a fixed wing plane to perform pre-capture surveillance to locate elk and to monitor the capture operation providing weather conditions are favourable for fixed wing flying. Potential herds will be located and GPS locations taken and passed onto the capture crew. Elk herds with collared elk will be monitored and locations passed onto the capture crew to avoid collaring additional animals in the herd.
- (d) Provide a hand held VHF radio for communications separate from the helicopter.

**6.1. Meetings**

The Contractor must:

- (a) Participate in a pre-capture meeting prior to commencing the Work and post-capture meetings at the end of each day with the Parks Canada Project Authority.

Parks Canada shall:

- (a) Arrange for and participate in the pre-capture meeting prior to commencing the Work and post-capture meetings at the end of each day with the Contractor.

**7. Deliverables**

The Contractor must complete all the Work on or before May 15, 2016.

All enquiries during the solicitation period must be submitted in writing to the Contracting Authority below no later than ten (10) calendar days before the bid closing date:

R Bedard, CFSP  
Contracts, Procurement and Material Management Officer  
Manitoba & Riding Mountain Field Units  
Parks Canada  
5925 Highway 9, St. Andrews, MB R1A 4A8  
ron.bedard@pc.gc.ca  
Telephone (204) 785-6081  
Facsimile (204) 482-5887

## APPENDIX "A1" ELK HANDLING PROTOCOL AND AERIAL NET GUNNING PROCEDURES

### 1. Current Net Gunning Procedures and Drug Protocols

- Chase time will not exceed three (3) minutes.
- Captured animals will be physically restrained to prevent thrashing.
- If there are any signs of severe stress observed, the animal will be released immediately.
- A blindfold will be applied over the eyes to reduce stress by visual stimuli.
- Noise will be minimal throughout handling to reduce stress by auditory stimuli.
- A minimum of 25 ml of blood will be collected for hematology (5 ml in EDTA vacutainer) and serum biochemistry (20 ml in sterile vacutainers).
- Hobbles will be applied to the legs of animals to prevent kicking.
- Animal will be sexed and aged based on physical characteristics and dentition pattern.
- Animal will be fitted with either a VHF, GPS radio collar or ear telemetry device.
- A single ear tag will be applied to the animal.
- Physiological function (respiratory rate, respiratory sounds, pulse rate, mucous membrane color, capillary refill time, and rectal temperature) will be monitored throughout handling every five (5) to ten (10) minutes.
- Animal will be physically examined for injuries and abnormalities.
- A body condition score based on palpation of dorsal spinal processes will be assigned.
- Spray paint will be applied along the top line of the animal to prevent re-capture.
- Net and hobbles will be removed.
- Animal will be released in those cases where radio collars are affixed to the animals.
- Total handling time will be recorded, but the anticipated maximum restraint period is 20 minutes.
- In the event of a capture or handling related death, a field necropsy will be performed and select tissues (e.g., brain, heart, lung, liver, kidney, spleen, lymph node, muscle, etc.) will be sampled and frozen for submission to the CCWHC for histopathological examination. Any injured animals will be assessed by a park warden and/or veterinarian. If the animal cannot function in a normal manner, it will be euthanized and slung out to a nearby Warden Station
- If mortality rate exceeds 2%, the capture operation will be stopped and a complete review of the operation will be conducted.
- A form will be supplied to record capture and drugging information.

### 2. Basis for Recommendations

- **Hematology and serum biochemistry** – will enable evaluation of overall health status and provide potential to detect any underlying illness that may compromise recovery from capture and handling.
- **Body condition score** – will be an important factor in the assessment of overall health status.
- **Collection of tissue samples during necropsy** – microscopic examination of tissues collected at necropsy (i.e. histopathology) is invaluable in determining cause of death and detecting underlying illness.

### 3. Capture Myopathy

Any animals presenting symptoms of capture myopathy, (stiffness in the limbs, unable to get up after lying down) will be euthanized. Care will be taken to minimize chase and stress during handling thus reducing the chance of capture myopathy. These animals will be slung out to a nearby Warden Station.

### 4. Hypothermia

Ruminants cannot lose body heat efficiently and are therefore susceptible to excessive body heat production. To minimize the risk of animals becoming hypothermic, temperature limits have been set for capture operations. If temperatures rise above 0°C or fall below -25°C, capture operations may be suspended.

### 5. Bloat

If an animal changes food sources, or experiences a physical interference with part of the digestive tract, over-distension of the rumen and reticulum may result. Captured animals should be in sternal

recumbency position or lateral recumbency with left side down to place pressure on the rumen and aid in expelling gas. The head should be elevated above the rumen to avoid regurgitation or aspiration of rumen into the lungs. If bloat is observed (extended abdomen), the animal should be immediately released.

## **6. Euthanasia**

A standard criteria set out by The Canadian Council on Animal Care (1993), will be used in the event an animal has to be euthanized. The standard includes: 1) death without signs of panic or distress, 2) minimum time to loss of consciousness, 3) safety of personnel, 4) minimum ecological and environmental impact, 5) simple mechanical equipment that is low maintenance, 6) a location that is remote and separate from other animals.

## **APPENDIX “A2” AIRCREW AND AIRCRAFT REQUIREMENTS**

### **1. Aircrew Requirements**

Pilot and aircrew manifest, qualifications and documentation must be forwarded to the Project Authority a minimum of five (5) days prior to the crew’s arrival. If it is necessary to replace any personnel (e.g. due to timing out, commitments, etc.), the replacement personnel must meet the requirements of the Contract.

The Contractor must provide pilots having the appropriate license and endorsements with the following qualifications/experience:

- (a) minimum 2,000 hours helicopter flight time.
- (b) minimum 500 hours flight time on class and 50 hours on type in the last twelve months prior to the commencement date of the contract.
- (c) minimum 200 hours experience in large ungulate capture (including large bulls with antlers) with use of net guns.
- (d) minimum 100 hours experience in telemetry work locating collared animals.

The Contractor must provide additional personnel having the following qualifications/experience:

- (a) minimum 100 hours experience in large ungulate capture (including large bulls) operations with net gun.

All personnel assigned to the Contract must be in accordance with the above mandatory requirements. In the event that it becomes necessary to activate back-up or replacement personnel, prior authorization, confirmed in writing, must be obtained from the Project Authority.

Extra crews are to be made available when crew duties and flight times exceed limitations in Transport Canada Regulations.

### **2. Aircraft Requirements**

The aircraft provided for the Work under the Contract must meet the following minimum requirements:

- (a) Duly certified and maintained in accordance with all applicable Transport Canada Regulations.
- (b) The Contractor shall provide a helicopter that is authorized by Transport Canada to be used for wildlife capture commercial flying services.
- (c) Helicopter type that is suitably equipped to provide net gunning flying services as follows:
  - i. Capable of performing capture work with the pilot plus two additional personnel on board.
  - ii. Suitable capture equipment including skid mounted or hand held net guns, nets and ammunition.
  - iii. Animal handling and sling loading equipment including long lines and nets.
  - iv. An operable electric cargo hook on the belly.
  - v. Suitable refueling and filtering system.
  - vi. On board telemetry gear for locating collared elk, including attached antenna and receiver.
  - vii. Any additional equipment required by Transport Canada Regulations.

### **3. Communications Equipment Requirements**

The aircraft provided for the Work under the Contract must have the following:

- (a) One VHF/AM radio transmitter-receiver with frequencies of 166.05 TX/Rec Simplex, 166.65 TX and 166.05 receive duplex and TX Tone 151.4.
- (b) Provision for operational capabilities of both radio and hot-mic intercom, through headset/boom microphones, by both pilot and front seat passenger.
- (c) Unserviceable radio equipment and accessories may be considered as rendering the aircraft unserviceable for operational use.

#### **4. Directional, Safety and Emergency Equipment Requirements**

The aircraft provided for work under this contract must have the following:

- (a) One (1) Aircraft Direction Finder (ADF) and/or VORTEC (VOR)
- (b) One (1) Emergency Locator Transmitter (ELT).
- (c) One (1) Global Positioning System (GPS), Trimble Trans Pack or equivalent.

#### **5. Other Equipment**

In addition to the above noted, the aircraft shall be equipped with any and all other standard safety, survival gear and emergency equipment as required by Transport Canada Regulations and the Canadian Aircraft Regulations (CARS).

#### **6. Inspection**

All services provided by the Contractor will be subject to the approval of and acceptance by the Project Authority, who shall have the right to inspect the aircraft, its equipment, and documents relating to the air worthiness of the aircraft, and operational documentation including flight plans or flight notification, loading records, logs, aircrew log books, air carrier licenses and dangerous goods certificates of company and pilot in order to ensure compliance with the terms and conditions of this agreement. Inspection shall include presentation of certificate of registration or lease agreement; current certificate of airworthiness; and journey and technical log book.

If the Contractor is unavailable due to failure to meet final inspection criteria at the start-up date, the Contractor shall also be responsible for any additional expenses incurred by Parks Canada to provide the necessary services that the Contractor has been unable to comply with.

**ANNEX “B”  
BASIS OF PAYMENT**

The prices below are **not** inclusive of GST/HST (as applicable), are in Canadian Dollars, F.O.B. Destination, and are for the provision of all costs (including but not limited to labour, materials, supplies, equipment, transportation, travel and living expenses and helicopter and fuel costs to/from Riding Mountain National Park) as required to perform the Work in accordance with the Statement of Work at Annex “A” except for those items provided by Parks Canada.

Item	Description	Unit of Measurement	Price Per Unit (a)	Estimated Quantity (b)	Estimated Total (c) = (a) x (b)
(A)	Aircraft mobilization and demobilization costs to and from the proponent’s location to Wasagaming, MB	Lump Sum	\$	5 (return trips)	\$ (A)

***Parks Canada will provide all rotary wing aircraft fuel from the commencement of capture activities to the completion of capture activities in Riding Mountain National Park.***

Item	Description	Unit of Measurement	Price Per Unit (a)	Estimated Quantity (b)	Estimated Total (c) = (a) x (b)
1.	All inclusive cost per animal to capture and radio collar OR euthanize and remove (sling) elk	Per Animal	\$	240	\$
2.	All inclusive cost per day for no-fly days for capture team and helicopter (e.g. weather prohibiting but excluding Force Majeure events). Where no price applies indicate “0” or “nil”.	Per Day	\$	3	\$
(B)	<b>Total Estimated Capture Costs (B) = 1. + 2.</b>				<b>\$ (B)</b>

***The items below will be used for amendment purposes only, as required, during the performance of the Work.***

Item	Description	Unit of Measurement	Price Per Unit (a)	Estimated Quantity (b)	Estimated Total (c) = (a) x (b)
3.	All inclusive cost per hour for rotary wing aircraft flight time	Per Hour	\$	10	\$
4.	All inclusive cost per day for no-fly days in excess of estimated quantity for	Per Day	\$	1	\$

	item 3. above for capture team and helicopter (e.g. weather prohibiting but excluding Force Majeure events).				
<b>(C)</b>	<b>Total Estimated Amendment Costs</b> <b>(C) = 3. + 4.</b>				<b>\$ (C)</b>

<b>(D)</b>	<b>Total Evaluated Financial Bid Price</b> <b>(D) = (A) + (B) + (C)</b>				<b>\$ (D)</b>
------------	--	--	--	--	---------------

**Notes:**

(a) In conducting its evaluation of the bids, Canada may, but has no obligation to correct any error in the extended pricing of bids by using unit pricing and any error in quantities in bids to reflect the quantities stated in the bid solicitation. In the case of error in the extension of prices, the unit price will govern.

Flight times for items 1 & 2 are based on a capture flight time of 30 minutes. Capture flight times exceeding 30 minutes will be billed at the rate indicated under 4. The hourly rate will be prorated to the nearest hour.



**ANNEX “C”  
 ATTESTATION AND PROOF OF COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY  
 (OHS)**

Submission of this completed form, satisfactory to Parks Canada, is a condition of gaining access to the work place.

**Instructions:**

Prime contractor must sign this form for all projects undertaken at Parks Canada work places.

This form is to be administered by the Project Manager and completed by the Prime Contractor **AFTER** contract award.

Parks Canada recognizes that federal OHS legislation places certain specific responsibilities upon Parks Canada as owner of the work place. In order to meet those responsibilities, Parks Canada is implementing a contractor safety regime that will ensure that roles and responsibilities assigned under Part II of the *Canada Labour Code* and the *Canada Occupational Health and Safety Regulations* are implemented and observed when involving contractor(s) to undertake works in Parks Canada work places.

<b>Parks Canada Responsible Authority/Project Lead</b>	<b>Address</b>	<b>Contact Information</b>
<b>Project Manager</b>		
<b>Prime Contractor</b>		
<b>Subcontractor(s) (add additional fields as required)</b>		

<b>Location of Work</b>
-------------------------

<b>General Description of Work to be Completed</b>
--

Mark "Yes" where applicable.

	A meeting has been held to discuss hazards and access to the work place and all known and foreseeable hazards have been identified to the contractor and/or subcontractor(s)
	The contractor and/or its subcontractor(s) will comply with all federal and provincial/territorial legislation and Parks Canada's policies and procedures, regarding occupational health and safety.
	The contractor and/or its subcontractor(s) will provide all prescribed safety materials, equipment, devices and clothing.
	The contractor and/or its subcontractor(s) will ensure that its employees are familiar with and use all prescribed safety materials, equipment, devices and clothing at all times.
	The contractor and/or its subcontractor(s) will ensure that its activities do not endanger the health and safety of Parks Canada employees.
	The contractor and/or its subcontractor(s) has inspected the site and has carried out a hazard assessment and has put in place a health and safety plan and informed its employees accordingly, prior to the commencement of the work.
	Where a contractor and/or its subcontractor(s) will be storing, handling or using hazardous substances in the work place, it will place warning signs at access points warning persons of the presence of the substances and any precautions to be taken to prevent or reduce any hazard of injury or death.
	The contractor and/or its subcontractor(s) will ensure that its employees are instructed in respect of any emergency procedures applicable to the site.

I, \_\_\_\_\_ (contractor), certify that I have read, understood and attest that my firm, employees and all sub-contractors will comply with the requirements set out in this document and the terms and conditions of the contract.

Name: \_\_\_\_\_  
 \_\_\_\_\_

Signature:

Date: \_\_\_\_\_

## **ANNEX “D” INSURANCE REQUIREMENTS**

### **1 Commercial General Liability Insurance**

1.1 .The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than **\$ 2,000,000** per accident or occurrence and in the annual aggregate.

1.2 The Commercial General Liability policy must include the following:

- (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Parks Canada Agency.
- (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
- (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- (l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- (m) Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,  
Civil Litigation Section,  
Department of Justice,  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

## **2 Aviation Liability Insurance**

2.1 The Contractor must obtain Aviation Liability Insurance for Bodily Injury (including passenger Bodily Injury) and Property Damage, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than **\$ 5,000,000** per accident or occurrence and in the annual aggregate.

2.2 The Aviation Liability policy must include the following:

- (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Parks Canada Agency.
- (b) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- (c) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- (d) Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- (e) Employees and, where applicable, Volunteers must be included as Additional Insured.
- (f) Aviation Passenger Liability and inclusive Medical Payments: If sub-limits are applicable to Contractor's policy conforming to international carriage agreements or otherwise, such sub-limits must in any event be, not less than, \$300,000 per person. The per accident limit should be no less than \$300,000 multiplied by the number of passengers.

- (g) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- (h) Employers Liability (unless we have confirmation that all employees are covered by Worker's compensation (WSIB) or similar program).
- (i) Non-owned Aircraft Liability: To protect the Contractor for liabilities arising from its use of aircraft owned by other parties including Canada

**ANNEX “E”**  
**Bid Evaluation Criteria**

To be considered compliant, a bid must meet all of the mandatory evaluation criteria as indicated under Annex “E” – Bid Evaluation Criteria. Bids not meeting all of the mandatory criteria will be given no further consideration.

<b>1.1.1</b>	<b>Mandatory Technical Criteria</b>
<b>A</b>	<b>Personnel Requirements</b>
<b>1</b>	PILOT: Minimum 2,000 hours helicopter flight time.
<b>2</b>	AIRCREW: Minimum 500 hours flight time on class and 50 hours on type in the last 12 months prior to the commencement date of the contract.
<b>3</b>	AIRCREW: Minimum 200 hours experience for the pilot in large ungulate capture with use of net guns.
<b>4</b>	AIRCREW: Minimum 100 hours experience in telemetry work locating collared animals.
<b>5</b>	OTHER PERSONNEL: Minimum 100 hours experience in large ungulate capture (including large bulls) operations with net gun.
<b>B</b>	<b>Aircraft Requirements</b>
<b>1</b>	Authorized by Transport Canada to be used for wildlife capture commercial flying service in Canada
<b>2</b>	Maintained in accordance with all applicable Transport Canada Regulations
<b>3</b>	Capable of performing capture work with the pilot plus two additional personnel on board.
<b>4</b>	Suitable capture equipment including skid mounted or hand held net guns, nets and ammunition.
<b>5</b>	Animal handling and sling loading equipment including long lines and nets.
<b>6</b>	An operable electric cargo hook on the belly.

<b>7</b>	Suitable refueling and filtering system.
<b>8</b>	On board telemetry gear for locating collared elk, including attached antenna and receiver.
<b>9</b>	Any additional equipment required by Transport Canada Regulations.
<b>C</b>	<b>Communications Equipment Requirements</b>
<b>1</b>	One VHF/AM radio transmitter-receiver with frequencies of 166.05 TX/Rec Simplex, 166.65 TX and 166.05 receive duplex and TX Tone 151.4.
<b>2</b>	Operational capabilities of both radio and hot-mic intercom, through headset/boom microphones, by both pilot and front seat passenger.
<b>D</b>	<b>Directional, Safety, and Emergency Equipment Requirements</b>
<b>1</b>	One (1) Aircraft Direction Finder (ADF) and/or VORTEC (VOR).
<b>2</b>	One (1) Emergency Locator Transmitter (ELT).
<b>3</b>	One (1) Global Positioning System (GPS), Trimble Trans Pack or equivalent.

**1.1.2 Point Rated Technical Criteria**

Criteria not addressed will be given a score of 0.

<b>R.1</b>	<b>Personnel Requirements</b>	
<b>1.1</b>	How many hours Helicopter flight time does the pilot who will be working on this project have?	
	_____	
	Hours	Points
	2000-2999 hours	15
	3000-3999 hours	30
	4000-4999 hours	45

	> 5000 hours	60
<b>1.2</b>	How many hours flight time on class does the pilot who will be working on this project have?  _____	
	Hours	Points
	500-999 hours	15
	1000-1499 hours	30
	1500-1999 hours	45
	> 2000 hours	60
<b>1.3</b>	How many hours does the pilot who will be working on this project have on type in the last 12 months prior to the commencement date of the contract?  _____	
	Hours	Points
	50-99 hours	15
	100-149 hours	30
	150-199 hours	45
	> 200 hours	60
<b>1.4</b>	How many hours experience does the pilot who will be working on this project have in large ungulate capture with use of net guns?  _____	
	Hours	Points
	200-299 hours	15
	300-399 hours	30
	400-499 hours	45
	> 500 hours	60
<b>1.5</b>	How many hours experience does the pilot who will be working on this project have in telemetry work locating collared animals?  _____	



	Hours	Points
	100-199 hours	15
	200-299 hours	30
	300-399 hours	45
	> 400 hours	60
<b>1.6</b>	How many hours experience do the additional personnel (Net-gunner) who will be working on this project have in ungulate capture (including large bulls) operations with net gun?	
	_____	
	Hours	Points
	100-199 hours	15
	200-299 hours	30
	300-399 hours	45
	> 400 hours	60

<b>R.2</b>	<b>Reference Requirements</b>	
<b>2.1</b>	Bidders must provide a Letter of Reference for recently (within the past five (5) years) completed work (three (3) references are required). Letters must contain the following information:	
	Customer	
	Location where services provided	
	Contact name	
	Telephone number	
	Contract value	
	Brief description of services	
	Contract period	
	<b>PERFORMANCE RATING OF BIDDER</b>	
	Reference clearly demonstrates excellent performance and provides positive reference	100 points
	Reference clearly demonstrates satisfactory performance and provides positive reference	75 points
	Reference clearly demonstrates satisfactory performance and does not provide positive reference	50 points

Reference clearly demonstrates unsatisfactory performance and does not provide positive reference

25 points