



<p><b>RETURN BIDS TO:</b> <b>RETOURNER LES SOUMISSIONS À:</b></p> <p><b>Bid Receiving - Environment and Climate Change Canada / Réception des soumissions – Environnement Canada</b></p> <p>867 Lakeshore Road Burlington, Ontario L7S 1A1</p> <p><b>BID SOLICITATION</b> <b>DEMANDE DE SOUMISSIONS</b></p> <p><b>PROPOSAL TO: ENVIRONMENT AND CLIMATE CHANGE CANADA</b></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><b>SOUSSION À:</b> <b>ENVIRONNEMENT CANADA</b></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><b>Title – Titre</b> Provision of Veterinary Care for Vertebrate Animals at Canada Centre for Inland Waters</p>	
	<p><b>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP</b> 5000018298</p>	
	<p><b>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ)</b> 2016.01.29</p>	
	<p><b>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)</b></p> <p>at – à 2:00 P.M. on – le 2016.02.16</p>	<p><b>Time Zone – Fuseau horaire</b></p> <p>Eastern Standard Time (EST)</p>
	<p><b>F.O.B – F.A.B</b> Not Applicable</p>	
	<p><b>Address Enquiries to – Adresser toutes questions à</b> Heidi Noble Heidi.Noble@canada.ca</p>	
	<p><b>Telephone No. – N° de téléphone</b> 905-319-6982</p>	<p><b>Fax No. – N° de Fax</b> 905-336-8907</p>
	<p><b>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ)</b> 2019-03-31</p>	
	<p><b>Destination – of Services / Destination des services</b> Ontario Region</p>	
	<p><b>Security / Sécurité</b> There is no security requirement associated with this solicitation.</p>	
<p><b>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur</b></p>		
<p><b>Telephone No. – N° de téléphone</b></p>	<p><b>Fax No. – N° de Fax</b></p>	
<p><b>Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b></p>		
<p><b>Signature</b></p>	<p><b>Date</b></p>	

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**PART 1 – GENERAL INFORMATION**

**1. Security Requirement**

**1.1 Security:**

The Contractor must be escorted while at the Canada Centre for Inland Waters (CCIW). Should circumstances arise whereby the Contractor will be unescorted then the Contractor must comply with Environment and Climate Change Canada's security policy noted below. The Contractor must be responsible for obtaining and completing any and all needed application for a Reliability Status through the Canadian and Industrial Security Directorate (CIISD), Public Works and Government Services Canada. The Contractor must be responsible for any expenses incurred.

1. The Contractor must at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS) at the level of RELIABILITY STATUS, issued by the Canadian and International Industrial Security Directorate (CIISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor's personnel requiring access to CCIW must EACH hold a valid RELIABILITY STATUS, granted or approved by CIISD/PWGSC.

## 2. Statement of Work

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

## 3. Debriefings

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

## PART 2 – BIDDER INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

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

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

The 2003 (2015-07-03) 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 (EC) as specified on page 1 of the bid solicitation or to the address specified in the bid solicitation;"

**At Section 06 Late Bids:**

**Delete:** "PWGSC"

**Insert:** "Environment 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

**Insert:** "Bids may be submitted by facsimile if specified in the bid solicitation."

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

**Delete:** In their entirety

**Insert:** "Deleted"

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

**Delete:** "the Procurement Business Number of each member of the joint venture,"

**Insert:** "Deleted"

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

**Delete:** In its entirety

**Insert:** "Deleted"

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

**Delete:** "sixty (60) days"

**Insert:** "one hundred and twenty (120) days"

**2. Submission of Bids**

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

**3. Former Public Servant – Competitive Bid**

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

**Definitions**

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

- a. an individual;

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

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

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

#### **Former Public Servant in Receipt of a Pension**

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

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

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

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

#### **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;

- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

#### **4. Enquiries - Bid Solicitation**

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

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

#### **5. Applicable Laws**

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

#### **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, on the following grounds:

- 6.4.1 the main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination;

### **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 - two (2) hard copies

Section II: Financial Bid – one (1) hard copy

Section III: Certifications – two (2) 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>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and 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; and
- (3) print on both sides of the paper.

**2. Section I: Technical Bid**

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will carry out the Work

**3. Section II: Financial Bid**

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

**3.2 Price Breakdown**

In their financial bid, the bidders are requested to provide a detailed breakdown of the price for the following elements for each milestone 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.

The professional fees must include the total estimated cost of all travel and living expenses that may need to be incurred for:

- (i) Work described in Part 6, Resulting Contract of the bid solicitation required to be performed within the Ontario Region.
- (ii) travel between the successful bidder's place of business and the Ontario Region; and
- (iii) the relocation of resources

to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.)

- (b) Equipment (if applicable): Deleted
- (c) Materials and Supplies (if applicable): Deleted
- (d) Travel and Living Expenses (if applicable): Deleted
- (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 the resultant contract in part 6 of the bid solicitation.
- (g) Applicable Taxes: The bidders should indicate the Applicable Taxes separately.

**3.3** 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.

**4. Section III - Certifications**

**4.1 Certifications Required Precedent to Contract Award**

Bidders must provide the required certifications Part 5.

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

**1.1 Evaluation Procedures**

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

**1.2 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.

**1.2.1 Mandatory Technical Criteria**

A minimum score of:

RT1 - 10 points for Point Rated Technical Criteria, Qualifications

RT2 - 6 points for Point Rated Technical Criteria, Experience with the Canadian Council on Animal Care and Animal Care Committees

must be obtained for the proposal to be considered responsive.

Minimum required score for Point Rated Technical Criteria is 16 points.

<b>Point Rated Technical Criteria (RT) and Scores</b>		<b>Required Minimum Number of Points</b>	<b>Maximum Number of Points</b>
<b>RT1</b>	Qualifications	10	15



<b>RT2</b>	Experience with the Canadian Council on Animal Care and Animal Care Committees	6	9
<b>Overall Score</b>		16	24

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.

<b>Mandatory Technical Criteria (MT)</b>		
For the purpose of the mandatory technical criteria specified below the experience of the Bidder ("and its subcontractors") will be considered.		
<b>Number</b>	<b>Mandatory Technical Criterion</b>	<b>Bid preparation instructions</b>
<b>MT1</b>	Possess valid veterinary degree and be a licensed member of the College of Veterinarians of Ontario in good standing.	The proposed resource's submission will clearly present their credentials as a veterinarian and member of the College of Veterinarians of Ontario.
<b>MT2</b>	Experience and Knowledge in the veterinary treatment of aquatic species used in aquatic laboratory and field research	The proposed resource's submission will clearly indicate and outline their experience and extent of knowledge around the treatment of aquatic species used in the laboratory and field research, particularly fish, amphibians, and turtles.

### 1.2.2 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.

<b>Point Rated Technical Criteria (RT)</b>			
For the purpose of the point rated technical criteria specified below the experience of the Bidder and its affiliates will be considered.			
<b>Number</b>	<b>Point Rated Technical Criterion</b>	<b>Bid Preparation Instructions</b>	<b>Weighting (Points)</b>
<b>RT1</b>	Qualifications	In order to demonstrate its qualifications, the Bidder's technical bid should	A) 1 point for completing a

		<p>include:</p> <p>A) Description of education including education specific to the care of aquatic species</p> <p>B) Years of experience as a veterinarian</p> <p>C) Years of experience treating aquatic species</p> <p>D) Client references for past veterinary services</p>	<p>course in veterinary care of aquatic organisms.</p> <p>2 points for 2 such courses.</p> <p>3 points for 3 such courses.</p> <p>4 points for 4 or more such courses.</p> <p>B)</p> <p>1 point for 2 years of experience as a veterinarian</p> <p>2 points for 3 to 5 years of such experience</p> <p>3 points for 5 to 7 years of such experience</p> <p>4 points for 7 to 10 years of such experience</p> <p>5 points for 10 or more years of such experience</p> <p>C)</p> <p>1 point for 2 years of experience treating aquatic species</p> <p>2 points for 3 to 5 years of such experience</p> <p>3 points for 5 to 7 years of such experience</p> <p>4 points for 7 to 10 years of such experience</p> <p>5 points for 10 or more years of such experience</p> <p>D)</p> <p>1 point for providing 3 positive client references</p>
<p><b>RT2</b></p>	<p>Experience with the Canadian Council on Animal Care and Animal Care Committees</p>	<p>In order to demonstrate its experience with CCAC certified Animal Care</p>	<p>A)</p> <p>1 point for having</p>

		<p>Committees (ACCs), the Bidder's technical bid should include:</p> <p>A) List of CCAC certified ACCs the veterinarian has participated on</p> <p>B) Years of participation on such ACCs</p> <p>C) Client references from CCAC certified ACC chairs the veterinarian has participated on</p>	<p>participated in one ACC</p> <p>2 points for having participated in 2 to 5 ACCs</p> <p>3 points for having participated in 5 or more ACCs</p> <p>B)</p> <p>1 point for 2 years participating on ACCs</p> <p>2 points for 3 to 5 years participating on ACCs</p> <p>3 points for 5 to 7 years participating on ACCs</p> <p>4 points for 7 to 10 years participating on ACCs</p> <p>5 points for 10 or more years participating on ACCs</p> <p>C)</p> <p>1 point for providing 3 positive client references</p>
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### 1.3 Financial Evaluation

#### 1.3.1 Mandatory Financial Criteria

Bids must meet the mandatory financial criteria specified below.

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

The maximum budget allocated for this project shall not exceed:

Year 1 – April 1, 2016 to March 31, 2017 \$12,650.00

Year 2 – April 1, 2017 to March 31, 2018 \$13,030.00

Year 3 – April 1, 2018 to March 31, 2019 \$13,420.00

(HST extra), (including all labour, associated costs, and subcontractors). Bids valued in excess of this amount per year as well as the total amount will be considered non-responsive. This disclosure of project funds does not commit Environment and Climate Change Canada to pay such an amount.

### 1.3.2 Evaluation of Price

Proposals will be evaluated out of 40 points

The proposal with the lowest price receives the maximum 40 points, and all higher priced proposals will be pro-rated relative to the lowest price.

## 2. Basis of Selection

### Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
  - (a) comply with all the requirements of the bid solicitation;
  - (b) meet all mandatory financial criteria; and
  - (c) obtain the required minimum of 16 points overall for the technical evaluation criteria with a minimum of 10 points for qualifications and a minimum of 6 points for experience with the Canadian Council on Animal Care and Animal Care Committees
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The evaluation will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 100 and the lowest evaluated price is \$45,000.

#### Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

	<u>Bidder</u>		
	<u>Bidder 1</u>	<u>Bidder 2</u>	<u>Bidder 3</u>
<u>Overall Technical Score</u>	<u>85/100</u>	<u>66/100</u>	<u>68/100</u>
<u>Bid Evaluated Price</u>	<u>\$55,000.00</u>	<u>\$50,000.00</u>	<u>\$45,000.00</u>
<u>Calculations</u>			
<u>Technical Merit Score</u>	<u>85/100 x 60 = 51</u>	<u>66/100 x 60 = 39.6</u>	<u>68/100 x 60 = 40.8</u>

<u>Pricing Score</u>	<u>45/55 x 40 = 32.73</u>	<u>45/50 x 40 = 36</u>	<u>45/45 x 40 = 40</u>
<u>Combined Rating</u>	<u>83.73</u>	<u>75.6</u>	<u>80.8</u>
<u>Overall Rating</u>	<u>1st</u>	<u>3rd</u>	<u>2<sup>nd</sup></u>

## **PART 5 - CERTIFICATIONS**

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

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

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

### **1. Certifications Required Precedent to Contract Award**

#### **1.1 Integrity Provisions - Associated Information**

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

#### **1.2 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list [http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada (ESDC) - Labour's website.

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

### **2. Additional Certifications Required Precedent to Contract Award**

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

#### **2.1 Status and Availability of Resources**

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

beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

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

## **2.2 Education and Experience**

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

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

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

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

**Title:** *(insert title at contract award)*

### **1. Security Requirement**

1.1 There is no security requirement applicable to this Contract.

.

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

.

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

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

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

#### **3.1 General Conditions**

2010B (2015-09-03) General Conditions - Professional Services (Medium Complexity), as modified below, apply to and form part of the Contract.

General conditions 2010B is modified as follows:

#### **At Section 12 Transportation Costs**

**Delete:** In its entirety

**Insert:** "Deleted"

#### **At Section 13 Transportation Carriers' Liability**

**Delete:** In its entirety.

**Insert:** "Deleted"

**At Section 18, Confidentiality:**

**Delete:** In its entirety

**Insert:** "Deleted"

Insert Subsection: "35 Liability"

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

**For professional services requirements where the deliverables are copyrightable works:**

**At Section 19 Copyright**

1. In this section:  
"Material" means anything that is created or developed by the Contractor as part of the Work under the Contract, and in which copyright subsists.  
"Background Information" means all Intellectual Property that is not Foreground Information that is incorporated into the Work or necessary for the performance of the Work and that is proprietary to or the confidential information of the Contractor, its subcontractors or any other third party;  
"Foreground Information" means all Intellectual Property first conceived, developed, produced or reduced to practice as part of the Work under the Contract;
2. Material that is created or developed by the Contractor as part of the Work under the Contract belongs to Canada. The Contractor must incorporate the copyright symbol and either of the following notices, as appropriate: © Her Majesty the Queen in right of Canada (year) or © Sa Majesté la Reine du chef du Canada (année).
3. At the request of the Contracting Authority, the Contractor must provide to Canada, at the completion of the Work or at such other time as the Contracting Authority may require, a written permanent waiver of moral rights as defined in the [Copyright Act](#), R.S., 1985, c. C-42, in a form acceptable to the Contracting Authority, from every author that contributed to the Work. If the Contractor is an author, the Contractor permanently waives the Contractor's moral rights.
4. All Intellectual Property Rights in the Material belongs to Canada as soon as they come into existence. The Contractor has no right in or to any such Intellectual Property except any right that may be granted in writing by Canada.
5. The Contractor also grants to Canada a non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free license to use the Background Information to the extent that this information is required by Canada to exercise its rights to use the Material. This license cannot be restricted in any way by the Contractor providing any form of notice to the contrary, including the wording on any shrink-wrapped license attached to any deliverable.

**4. Term of Contract**

**4.1 Period of the Contract**

The Work is to be performed during the period of Contract Award to March 31, 2019

**5. Authorities**

**5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Heidi Noble  
Title: Procurement Officer  
Environment and Climate Change Canada  
Procurement and Contracting  
Address: 867 Lakeshore Road, Burlington, Ontario L7S 1A1

Telephone: 905-319-6982  
Facsimile: 905-336-8907  
E-mail address: Heidi.Noble@canada.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 Technical Authority**

The Technical Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

**5.3 Contractor's Representative**

The Contractor's Representative for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
E-mail address: \_\_\_\_\_

**6. Proactive Disclosure of Contracts with Former Public Servants**



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

## **7. Payment**

### **7.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ *(insert the amount at contract award)*.

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

## **8 Invoicing Instructions**

### **8.1 Milestone Payment**

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

## **9. Certifications**

### **9.1 Compliance**

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

## **10. Applicable Laws**

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

## **11. Priority of Documents**

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

- (a) the Articles of Agreement;

- (b) Modified 2010B General Conditions - Professional Services (Medium Complexity) (2015-09-03)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated

## ANNEX A

### STATEMENT OF WORK

#### Summary:

Provision of veterinary care for all vertebrate animals being held and treated by staff in the Aquatic Life Research Facility located at the Canada Centre for Inland Waters in Burlington; participation as the required veterinarian member of the Great Lakes Laboratory for Fisheries and Aquatic Sciences / Water Science & Technology Directorate Animal Care Committee.

#### Background:

Animal use research within the Government of Canada is mandated to follow the guidelines, policies and oversight of the Canadian Council on Animal Care ([www.ccac.ca](http://www.ccac.ca)) to ensure that animals are treated humanely and ethically, and that respect for life is a fundamental characteristic of all research activities.

The Canadian Council on Animal Care requires institutions to implement Animal Care Committees to report on and oversee animal use and protocols. A mandatory member of the Animal Care Committee, per Canadian Council on Animal Care policies, is a veterinarian who provides advice to the Animal Care Committee on all aspects of humane and ethical animal use, and must be available to respond to emergency situations for as long as the laboratory holds animals, which, for the Aquatic Life Research Facility is ongoing.

The Animal Care Committee is the Great Lakes Laboratory for Fisheries and Aquatic Sciences / Water Science and Technology Directorate Animal Care Committee. It is a joint Department of the Environment and Department of Fisheries and Oceans committee, comprised by researchers in both departments, as well as an external veterinarian and community representative.

The Great Lakes Laboratory for Fisheries and Aquatic Sciences / Water Science and Technology Directorate Animal Care Committee is responsible for ensuring animal use is humane and ethical and follows Canadian Council on Animal Care policies and guidelines at the Aquatic Life Research Facility at the Canada Centre for Inland Waters.

#### Scope of Work:

The basic duties of the veterinarian are described in the Standards of Veterinary Care set out by the Canadian Association of Laboratory Animal Medicine.

<http://www.calam-acmal.org/wp-content/uploads/2010/01/CALAM-Standards-of-Veterinary-Care.pdf>

Specific duties include:

- Upon contract award the Contractor must participate in Animal Care Committee meetings and provides expert guidance to the Animal Care Committee
- Regular health monitoring of all animals (fishes, amphibians and reptiles) held in the Canadian Center for Inland Waters experimental facility (Aquatic Life Research Facility).
- Provisions of veterinarian care to the animals at Canada Centre for Inland Waters as needed.
- Participation in the review of experimental animal care protocols as undertaken by the Animal Care Committee, both within Canada Centre for Inland Waters and at field research locations.
- Participation in the revision and editing of standard operating procedures as undertaken by the Animal Care Committee.
- Provisions of advice regarding the care and maintenance of experimental animals to the Animal Care Committee as required.
- Monthly reporting to the Departmental Representative on the operation of the Aquatic Life Research Facility and of the Animal Care Committee.

- Advise on training programs and monitor competency/animal care training for Animal Care Committee.
- Be available on an ongoing basis to respond to emergency situations in the ALRF. During absences provision for a substitute is required by a veterinarian with the same qualifications

The Contractor must be knowledgeable of the species and types of animal used in the research undertaken by the members of the institution, and skilled with regard to communicating with animal users and the Animal Care Committee.

The Contractor must be knowledgeable of the Canadian Council on Animal Care guidelines, policies, and procedures, pertaining to Animal Use and Care in relation to the use of animals in research projects and in research facilities. Previous experience with Animal Care Committees is a benefit to the position. The Contractor works together with the Department of the Environment and reports on all animal health and welfare related matters to the Departmental Representative for animal care and use for those animals housed within Canada Centre for Inland Waters.

The Contractor must be responsible for and have authority, delegated by the Departmental Representative and the Animal Care Committee, to assure the provision of a comprehensive veterinary care program and to oversee all aspects of animal care and use.

The Departmental Representative and the Animal Care Committee will delegate to the Contractor the authority to treat, remove from a study, or euthanize if necessary an animal on the professional judgement of the Contractor

The Contractor must provide advice to the Animal Care Committee where animal care and use is discussed or determined. This includes animal welfare and veterinary care, Occupational Health and Safety, biosafety, crisis management, animal facility oversight and planning, and animal-based research facility oversight and planning. This advice is provided on an ongoing basis as a participant of the Animal Care Committee.

**Deliverables:**

<b>Deliverable</b>	<b>Includes</b>	<b>Average duration (for reference only, actual duration will fluctuate)</b>	<b>Frequency</b>
Aquatic Life Research Facility veterinary inspection	Site visit, post inspection report	2 hours	Bi-monthly, 6 times per year
Attend ACC meetings	Preparation time, meeting attendance	3 to 6 hours	6 times per year
Miscellaneous activities	Brief correspondence with members of the ACC, review and approval of documents, provide advice on issues affecting the ACC and animal users, write and provide monthly reports, other miscellaneous	0.5 to 1 hour	Monthly

	activities in support of the ACC or their role on the ACC		
Aquatic Life Research Facility yearly ACC visit	Site visit, report  Takes the place of one of the bi-monthly inspections.	2 to 4 hours	Annually
Participation in CCAC assessments	Preparation, document review, participation in on-site assessment, post-assessment reporting and review	10-14 hours	Once every 3 years (Takes the place of at least 1 ACC meeting).

**Emergency services – Bidder is to quote an hourly rate for dealing with emergency situations that occasionally arise (up to 10 hours per year).**

The consulting Veterinarian will be required to provide reports at the end of the each month describing the services that were provided during that one month period, if any.

Reports should include information under the following headings:

- The date of the action
- The name of the Veterinarian attending
- A description of services provided
- The problem being addressed
- A summary of the outcome of the activity
- Recommended improvements or corrective actions that are required including identification of the issues on non-compliance or ongoing lack of resolution of problems previously identified.
- The name of the person requesting the service (in the case of non-routine requests this will normally be the Chair of the Animal Care Committee or his delegate)
- Report to the Departmental Representative on the operation of the Aquatic Life Research facility and of the Animal Care Committee

The Departmental Representative will organize meetings and site visits with the Contractor and provide the Contractor with the information necessary to fulfill the responsibilities in accordance with the Statement of Work.

**Language of Work:**

The Proposed Resource must be able to communicate efficiently in English at the advanced level.

**Advanced Level Guidelines:**

<b>Advanced</b>	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> <li>• support opinions; and understand and express hypothetical and conditional ideas</li> </ul>	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> <li>• understand most complex details, inferences and fine points of meaning; and</li> <li>• have a good comprehension of specialized or less familiar</li> </ul>	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> <li>• write texts where ideas are developed and presented in a coherent</li> </ul>
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**Confidentiality:**

There will be communication of information of a confidential nature relating to this Agreement. The Contractor must sign a confidentiality agreement approved by the Animal Care Committee and covering all nature of their participation in the Animal Care Committee.

Subject to the Access to Information Act, R.S. 1985, c.A-1, the parties agree that the terms of this Agreement are confidential and each party shall use the same degree of care to prevent disclosure of the terms of this Agreement to third parties as it uses to protect its own confidential information of similar nature.

**ANNEX B****BASIS OF PAYMENT****1.0 Professional Fees:**

**Standard, regular deliverables – Bidder is to provide a fixed price for each item**

**Year 1 – April 1, 2016 – March 31, 2017**

<b>Deliverable</b>	<b>Includes</b>	<b>Average duration (for reference only, actual duration will fluctuate)</b>	<b>Frequency</b>	<b>Duration</b>	<b>Flat Rate per Occurrence</b>	<b>Total Per Year</b>
Aquatic Life Research Facility veterinary inspection	Site visit, post inspection report	2 hours	Bi-monthly, 6 times per year	6 Site Visits		
Attend ACC meetings	Preparation time, meeting attendance	3 to 6 hours	6 times per year	6 Meetings		
Miscellaneous activities	Brief correspondence with members of the ACC, review and approval of documents, provide advice on issues affecting the ACC and animal users, write and provide monthly reports, other miscellaneous activities in support of the ACC or their role on the ACC	0.5 to 1 hour	Monthly	12 Correspondences/ Miscellaneous Activities		
Aquatic Life Research	Site visit, report	2 to 4 hours	Annually	1 Site Visit		

Facility yearly ACC visit	Takes the place of one of the bi-monthly inspections.					
Emergency Services	Occasional emergency services for approximately 10 hours per year	10 hours	Up to 10 hours per year	10 Hours		

**Year 2 – April 1, 2017 – March 31, 2018**

<b>Deliverable</b>	<b>Includes</b>	<b>Average duration (for reference only, actual duration will fluctuate)</b>	<b>Frequency</b>	<b>Duration</b>	<b>Flat Rate per Occurrence</b>	<b>Total Per Year</b>
Aquatic Life Research Facility veterinary inspection	Site visit, post inspection report	2 hours	Bi-monthly, 6 times per year	6 Site Visits		
Attend ACC meetings	Preparation time, meeting attendance	3 to 6 hours	6 times per year	6 Meetings		
Miscellaneous activities	Brief correspondence with members of the ACC, review and approval of documents, provide advice on issues affecting the ACC and animal users, write and provide monthly reports, other miscellaneous activities in support of the ACC or their role on the ACC	0.5 to 1 hour	Monthly	12 Occasions		
Aquatic Life	Site visit, report	2 to 4 hours	Annually	1		



Research Facility yearly ACC visit	Takes the place of one of the bi-monthly inspections.			Site Visit		
Participation in CCAC assessments	Preparation, document review, participation in on-site assessment, post-assessment reporting and review	10-14 hours	Once every 3 years (Takes the place of at least 1 ACC meeting).	1 Assessment		
Emergency Services	Occasional emergency services for approximately 10 hours per year	10 hours	Up to 10 hours per year	10 Hours		

**Year 3 – April 1, 2018 – March 31, 2019**

<b>Deliverable</b>	<b>Includes</b>	<b>Average duration (for reference only, actual duration will fluctuate)</b>	<b>Frequency</b>	<b>Duration</b>	<b>Flat Rate per Occurrence</b>	<b>Total Per Year</b>
Aquatic Life Research Facility veterinary inspection	Site visit, post inspection report	2 hours	Bi-monthly, 6 times per year	6 Site Visits		
Attend ACC meetings	Preparation time, meeting attendance	3 to 6 hours	6 times per year	6 Meetings		
Miscellaneous activities	Brief correspondence with members of the ACC, review and approval of documents, provide advice on issues affecting the ACC and animal users, write and provide monthly	0.5 to 1 hour	Monthly	12 Occasions		

	reports, other miscellaneous activities in support of the ACC or their role on the ACC					
Aquatic Life Research Facility yearly ACC visit	Site visit, report Takes the place of one of the bi-monthly inspections.	2 to 4 hours	Annually	1 Site Visit		
Emergency Services	Occasional emergency services for approximately 10 hours per year	10 hours	Up to 10 hours per year	10 Hours		

Total for Year 1: \$ \_\_\_\_\_

Total for Year 2: \$ \_\_\_\_\_

Total for Year 3: \$ \_\_\_\_\_

Subtotal (Year 1 – 3) \$ \_\_\_\_\_

Applicable Taxes \$ \_\_\_\_\_

Total: \$ \_\_\_\_\_

### 2010B 10 (2013-03-21) Invoice Submission

1. Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
  - a. the date, the name and address of the client department, item or reference numbers, deliverable/description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s);
  - b. details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
  - c. deduction for holdback, if applicable;
  - d. the extension of the totals, if applicable; and
  - e. if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.

3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

Schedule of Payments:

Payment will be issued on a monthly basis as needed following receipt and acceptance of an invoice for services, based on the agreed upon fee structure in the Basis of Payment

Payments will be made upon submission of the monthly reporting to the Departmental Representative on the operation of the Aquatic Life Research Facility and of the Animal Care Committee and upon acceptance and approval of the Departmental Representative