



<p>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:</p> <p>Bid Receiving - Environment Canada / Réception des soumissions – Environnement Canada</p> <p>16th Floor Mailroom Environment Canada Procurement and Contracting 45 Alderney Dr, Dartmouth NS B2Y 2N6</p> <p>BID SOLICITATION DEMANDE DE SOUMISSIONS</p> <p>PROPOSAL TO: ENVIRONMENT CANADA</p> <p>We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.</p> <p>SOUSSION À: ENVIRONNEMENT CANADA</p> <p>Nous offrons d’effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s).</p>	Title – Titre Assess the Cumulative Anthropogenic Impacts to Caribou in Labrador over the Last Century	
	EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP 5000033615/B	
	Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) 2017-12-18	
	Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)	Time Zone – Fuseau horaire
	at – à 2:00 P.M.	Atlantic Standard Time
	on – le 2018-01-09	
	F.O.B – F.A.B See herein.	
	Address Enquiries to - Adresser toutes questions à Jennifer Legere	
	Telephone No. – N° de téléphone 902-426-9940	Fax No. – N° de Fax (902)-426-2690
	Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ) See herein.	
	Destination - of Services / Destination des services See herein.	
	Security / Sécurité See herein.	
Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l’entrepreneur		
Telephone No. – N° de téléphone	Fax No. – N° de Fax	
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)		
Signature	Date	



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TITLE: ASSESS THE CUMULATIVE ANTHROPOGENIC IMPACTS TO CARIBOU IN LABRADOR OVER THE LAST CENTURY

PART 1 – GENERAL INFORMATION

1. Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security and Other Requirements includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Attachments include the Mandatory Technical Criteria and Point Rated Technical Criteria

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

2. Summary

- 2.1 Environment Canada has a requirement for a Contractor to provide a report on the cumulative anthropogenic impacts to caribou in Labrador over the last century to inform conservation planning, as detailed in the Statement of Work, Annex A to the bid solicitation. The period of the contract is from date of contract award to June 30, 2018, with one option to extend the term of the Contract by up to one (1) additional one year period.
- 2.2 There are no security requirements associated with this requirement.
- 2.3 Bidders must provide a list of names, or other related information as needed, pursuant to section 01 Integrity Provisions of Standard Instructions 2003.
- 2.4 For services requirements, bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.
- 2.5 The requirement is not subject to trade agreements.

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 (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The standard instructions 2003 are modified as follows:

Under “Text” at 02:

Delete: “Procurement Business Number”

Insert: “Deleted”

At Section 02 Procurement Business Number

Delete: In its entirety

Insert: “Deleted”

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

Delete: In its entirety

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

At Section 06 Late Bids:

Delete: “PWGSC”

Insert: “Environment Canada”

At Section 07 Delayed Bids:

Delete: “PWGSC”

Insert: “Environment Canada”

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

Delete: In its entirety

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

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

Delete: In their entirety

Insert: “Deleted”

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

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

Insert: “Deleted”



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

Delete: In its entirety

Insert: "Deleted"

2. Submission of Bids

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

Due to the nature of the solicitation, transmission by facsimile will not be accepted.

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 Newfoundland and Labrador.

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 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:

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

7. Maximum Funding

The maximum funding available for the Contract resulting from the bid solicitation is \$ 25,000.00 (Applicable Taxes and option years extra). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

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 (one (2) hard copies)
Section II: Financial Bid (one (1) hard copy)
Section III: Certifications (one (1) hard copy)

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.

Section I: Technical Bid

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

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

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

Section II: Financial Bid

1. Bidders must submit their financial bid in accordance in accordance with the Basis of Payment in Annex B. The total amount of Applicable Taxes must be shown separately.
- 1.2 Bidders must submit their financial bid in Canadian funds and in accordance with the Annex B. The total amount of Applicable Taxes must be shown separately.
- 1.3 Bidders must submit their rates FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.

1.4 Price Breakdown

In their financial bid, the bidders are requested to provide a detailed breakdown of the price for the following elements for the performance of 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.
- (b) Equipment (if applicable): The bidders should specify each item required to complete the Work and provide the pricing basis of each one, Canadian customs duty and excise taxes included, as applicable. These items will be deliverable to Canada upon completion of the contract (if applicable).



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

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

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

Section III - Certifications

1. Certifications Required Precedent to Contract Award

Bidders must provide the required certifications Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (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

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 Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in Attachment 1 to Part 4.

1.3 Financial Evaluation

1.3.1 Mandatory Financial Criteria

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, Canadian customs and excise taxes included, in accordance with Annex B - Basis of Payment, and evaluation criteria in Part 4.

2. Basis of Selection - Highest Rated Within Budget

- (a) To be declared responsive, a bid must:
 - (i) comply with all the requirements of the bid solicitation;
 - (ii) meet all mandatory technical evaluation criteria; and
 - (iii) obtain the required minimum points for the technical evaluation criteria which are subject to point rating

- (b) Bids not meeting (a) or (b) or (c) will be declared non responsive. The responsive bid with the highest number of points will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget available for this requirement.



**Attachment 1 to Part 4
MANDATORY TECHNICAL CRITERIA AND POINT RATED TECHNICAL CRITERIA**

Mandatory Technical Criteria			
<p>The Bidder must meet all mandatory requirements described below. These will be evaluated as either “Yes” or “No”. Proposals receiving a “No” for any mandatory requirement will <i>not</i> be considered further.</p> <p>Point rated criteria will be evaluated in accordance with the Statement of Work and will be assigned a number of points as described in the table below.</p> <p>Attention bidders: Indicate in the column beside each criterion the number of the relevant page on which information presented in your proposal addresses the mandatory and point rated requirements associated with each criterion.</p>			
1. Mandatory Requirements	Page #	Yes	No
M1. Bidder must provide a work plan which clearly and concisely describes how the work will be carried out. It must also describe which team members will be assigned to which tasks and how this relates to their skill set, as well as how time and other resources (including financial) will be allocated to each task. The work plan must demonstrate how it is consistent with the timelines associated with the deliverables.			
M2. Bidder must demonstrate that the Principal Investigator possesses a minimum of a graduate degree in science in a relevant field (biology, biological sciences, ecology, zoology or related field). Other team members must demonstrate a minimum of an undergraduate degree in science.			
1.2.2 Point Rated Technical Criteria			
2. Point-rated Requirements	Page #	Maximum Possible Points	Score
<p>P1. Experience conducting caribou research or monitoring The Principal Investigator demonstrates experience conducting caribou research or monitoring. The above criteria is rated upon years’ of experience as follows: Experience (years):</p> <ul style="list-style-type: none"> • Extensive experience in conducting caribou research or monitoring (more than 5 years) – 10 points; • Significant experience conducting caribou research or monitoring (more than three years, less than five) – 8 points ; • Moderate experience conducting caribou research or monitoring (1-3 years) – 6 points; • Minimal experience conducting caribou research or monitoring (<1 year) – 4 points; • Training and/or certification only – 2 point. • No experience – 0 points. 		/10	
<p>P2. Experience with investigating cumulative impacts or effects The Principal Investigator demonstrates experience with investigating</p>		/10	



<p>cumulative impacts or effects. The above criteria is rated upon years' of experience as follows: Experience (years):</p> <ul style="list-style-type: none"> • Extensive experience (more than 5 years) – 10 points; • Significant experience (more than three years, less than five) – 8 points ; • Moderate experience (1-3 years) – 6 points; • Minimal experience (<1 year) – 4 points; • Training and/or certification only – 2 point. • No experience – 0 points. 			
<p>P3. Previous experience working on species, ecology or ecosystems in Labrador The Principal Investigator demonstrates experience working on species, ecology or ecosystems in Labrador. The above criteria is rated upon years' of experience as follows: Experience (years):</p> <ul style="list-style-type: none"> • Extensive experience (more than 5 years) – 10 points; • Significant experience (more than three years, less than five) – 8 points ; • Moderate experience (1-3 years) – 6 points; • Minimal experience (<1 year) – 4 points; • Training and/or certification only – 2 point. • No experience – 0 points. 		/10	
<p>P4. Experience with technical report writing The Principle Investigator demonstrates experience with technical report writing (i.e., COSEWIC reports, recovery strategies, action plans and/or scientific papers). The above criteria is rated upon years' of experience as follows: Experience (years):</p> <ul style="list-style-type: none"> • Extensive experience (five or more years) with technical report writing - 10 points; • Significant experience (more than three years, less than five) with technical report writing – 8 points; • Moderate experience (1-3 years) with technical report writing – 6 points; • Minimal experience (<1 year) with technical report writing – 4 points; • Training and/or certification only in technical report writing (no direct experience) – 2 point. • No experience – 0 points. 		/10	
<p>P5. Thoroughness of approach described in bidder's proposal The Bidder's proposal should clearly indicate how the bidder intends to conduct the work outlined in this request for proposals. This should include: how they will meet the project objectives; their methodology or approach (including how uncertainty will be quantified); how they will obtain all of the necessary information; and how they will ensure</p>		/30	



<p>deadlines are met. Proposal thoroughness will be assessed as follows:</p> <ul style="list-style-type: none"> • Very Good: Proposal indicates ability to do all work requested, provides detailed and specific explanations of how it will be conducted, and includes innovative approaches that add value to the project. Proposal includes quantitative approaches. Proposal exceeds expectations. – 30 points; • Good: Proposal indicates ability to do all work requested and provides detailed and specific explanations of how it will be conducted. Proposal meets expectations – 20 points; • Acceptable: Proposal indicates ability to do all work requested but only provides a basic and general explanation of how it will be conducted. Proposal just meets expectations – 10 points; • Unacceptable: Proposal suggests aspects of the Statement of Work may not be addressed adequately, that explanations of how the work would be conducted were unclear or otherwise inadequate. Proposal does not meet expectations – 0 points. 			
<p>P6. Quality of Proposal The proposal should be easy to understand and evaluate. It should be free of spelling and grammatical errors. It should clearly address all requirements outlined in the statement of work and be logically organized. Proposal quality is:</p> <ul style="list-style-type: none"> • Very Good: Proposal is exceptionally well- written, clear and well organized. It is easy to read, understand and evaluate – 20 points; • Good: Proposal is easy to read, understand, and evaluate – 15 points; • Acceptable: Proposal lacks clarity and is poorly organized – 5 points; • Unacceptable: Proposal does not meet expectations – 0 points. 		/20	
Total Points		/90	
Minimum points required		72	



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.

2. Additional Certifications Required Precedent to Contract Award

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

2.1 Status and Availability of Resources

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

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

2.2 Education and Experience

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



Part 6 – Security and Other Requirements

1. Security Requirements

There are no security requirements associated with this requirement.

2.0. Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in the contract.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.



PART 7 - RESULTING CONTRACT

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation

1. Statement of Work

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

2. 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.

2.1 General Conditions

2010B (2016-04-04), 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."

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

At Section 19 Copyright

Delete: In its entirety

Insert:

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



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

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

2. Material that is created or developed by the Contractor as part of the Work under the Contract belongs to 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.

2.2 Supplemental General Conditions

4007 (2010-08-16), *Canada to own Intellectual Property Rights in Foreground*

3. Security Requirement

3.1 There is no security requirement applicable to this Contract.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract Award to June 30, 2018 inclusive.

4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional one year period 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:

Name: Jennifer Legere

Procurement and Contracting, Environment and Climate Change Canada

Address: 45 Alderney Dr, Dartmouth, NS, B2Y 2N6

Telephone: 902-426-9940

Facsimile: 902-426-2690

E-mail address: jennifer.legere@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: *To be determined at Contract Award*

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 *(To be inserted by Bidder)*

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

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 inserted at contract award*). Customs duties are *not applicable* and Applicable Taxes are extra.

7.2 Limitation of Expenditure

- (a) Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are *not applicable* and Applicable Taxes are extra.



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

whichever comes first.

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

7.3 PWGSC SACC Manual clauses

A9117C (2007-11-30) T1204 - Direct Request by Customer Department

8 Invoicing Instructions

8.1 Milestone Payments

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

8.2 Schedule of Milestones

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

Milestone	Description/Deliverable	Percent of Contract Value	Delivery Date
1	An outline of the report for review by Technical Authority	10%	February 28, 2018
2	A full draft (in Microsoft Word) for review by	50%	March 26, 2018



	Technical Authority		
3	A final written report (provided as a Microsoft Word document and as a PDF) with the review comments from the Technical Authority addressed	40%	June 29, 2018

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 _____. *(To be inserted by Bidder)*

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) (2016-04-04)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____ *(To be inserted by Bidder)*

12. Insurance

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



ANNEX A STATEMENT OF WORK

ASSESS THE CUMULATIVE ANTHROPOGENIC IMPACTS TO CARIBOU IN LABRADOR OVER THE LAST CENTURY

SW1 BACKGROUND

SW1.1 BACKGROUND

Environment and Climate Change Canada, Canadian Wildlife Service (CWS) is one of three federal bodies with responsibilities under the Species at Risk Act (SARA). For species listed as endangered, threatened or extirpated under Schedule 1 of SARA, a Recovery Strategy and an Action Plan must be prepared. The Committee on the Status of Endangered Wildlife in Canada (COSEWIC) has assessed three designable units of caribou found in Labrador: boreal caribou as Threatened, eastern migratory caribou as Endangered and Torngat Mountain caribou as Endangered. Only boreal caribou is currently listed under Schedule 1 of SARA. Following consultations, depending on the decision to list or not list the other two designable units, recovery documents may need to be prepared within the legislated timelines. An assessment of the cumulative impacts to caribou in Labrador over the last century is needed to support conservation and recovery planning. A Contractor is required with the expertise to conduct the assessment and write the report.

SW1.2 REFERENCE DOCUMENTS

There are government documents which have identified threats to caribou. A Recovery Strategy, Action Plan and COSEWIC Status Report are available for boreal caribou. See the Species at Risk Public Registry (boreal caribou profile). COSEWIC reports for the other two populations are not posted on Public Registry but in press versions are available via the COSEWIC Secretariat.

Note that the Species at Risk Public Registry may post further documents for other caribou populations over the course of the contract.

SW1.3 TERMINOLOGY

The report will follow the terminology of COSEWIC and documents on the Species at Risk Public Registry.

SW2 OBJECTIVES

The objective of this contract is to provide a report on the cumulative anthropogenic impacts to caribou in Labrador over the last century to inform conservation planning.

SW3 TASKS

The Contractor must complete the following tasks by the deadlines provided:

- i. Assess the anthropogenic impacts to caribou in Labrador over the last century.
- ii. Draft and submit an electronic outline for the report in Microsoft Word by to the Technical Authority. This outline will show how the Contractor intends to organize the report. The style of the outline and amount of detail the outline contains is up to the Contractor. It can be a working document but it will need to show how the contents of the report will be structured.
- iii. Submit a full draft report, in electronic format in Microsoft Word, to the Technical Authority by for comment.
- iv. Submit the final report in electronic format both in Microsoft Word and as a PDF document, to the Technical Authority.
- v. Forward an electronic copy of the covering letter accompanying the final report to the Contracting Authority at the end of the contract.



SW4 DELIVERABLES

- i. An outline of the report for review by Technical Authority in Microsoft Word by
 - a. February 28, 2018.
- ii. A full draft in Microsoft Word by March 26, 2018 (or before) for review by
 - a. Technical Authority.
- iii. A final written report provided as a Microsoft Word document and as a PDF document with the review comments from Technical Authority addressed by the end of the contract. The final report will have the title 'Cumulative Anthropogenic Impacts to Caribou in Labrador over the Last Century'. The report title can be changed but only with consent of the Technical Authority.
 - a. The report must be prepared in accordance with professional writing practices and include, as a minimum, the following:
 - i. a title page
 - ii. a table of contents
 - iii. an executive summary/abstract
 - iv. an introduction
 - v. an assessment of cumulative anthropogenic impacts to caribou in Labrador over the last century
 - vi. discussion of findings
 - vii. conclusions
 - viii. supporting graphs, tables and figures as applicable
 - b. The terminology used in the report must be consistent with that used by COSEWIC and with documents on the Species At Risk Public Registry.
 - c. The report must include the following:
 - i. anthropogenic impacts to caribou in Labrador over the past century
 - ii. impacts and variations to the three caribou populations in Labrador (boreal caribou, eastern migratory and Torngat Mountain caribou)
 - iii. demographic parameters
 - iv. indirect and direct mortality sources quantified where possible
 - v. impacts from projects for which we have environmental assessment records back to 1995 (provided by the Technical Authority) and others previous projects that the Contractor deems relevant
 - vi. impacts from Department of National Defense activities
 - vii. impacts from technological advancements such as repeating and self-loading rifles and changes in transportation
 - viii. caribou harvest regulations
 - ix. any identified impacts of climate change
 - x. how the impacts of threats change when considered cumulatively
 - xi. threat interactions
 - d. The contents of the report must be based on available knowledge of the species, quantify uncertainties where possible and identify any knowledge gaps.

Task and deliverables for Option Year 1 will be determined prior June 30 2018, and will be within the scope of the tasks and deliverables listed above, including but not limited to reviewing additional, new information on anthropogenic impacts on caribou in Labrador not included in the original report, and updating the report accordingly to incorporate this information.

SW5 GOVERNMENT RESPONSIBILITIES

- The Technical Authority will not provide facilities, equipment, or personnel to the Contractor.
- The Technical Authority will provide:



- A working geodatabase of federal and provincial projects that have been assessed under federal/provincial legislation which projects recorded back to 1995.
 - An Excel spread sheet of caribou hunting zones in Labrador from 1996 to 2016
 - Comments on the outline within five working days after receipt;
 - Comments on the full draft will be provided within 10 working days after receiving the full draft (if received before the deadline).
- *Note: In the event of any delays in comments from the Technical Authority, the Contractor will not be held responsible. In that case, the subsequent due dates will be amended by the number of working days the comments were late from the Technical Authority. (For example, if comments for the outline are sent 3 working days late, then the subsequent deadlines will both be amended to be 3 working days later, up to and including March 31 2018 for Milestones 1 & 2 and up to and including June 30th 2018 for Milestone 3.)

SW6 WRITTEN REPORT DISCLAIMER

The Department of the Environment, also represented by Environment and Climate Change Canada (ECCC), does not endorse, nor reject, the contents of this report, nor does the report necessarily represent the views or opinions of ECCC and/or its management. The conclusions and recommendations contained within this report are those of the consultant/company (choose one or the other).

SW7 TRAVEL

There is no travel associated with this requirement. The Work will be completed on the Contractor's site.

SW8 OFFICIAL LANGUAGES

The Work will be conducted in English. Any presentations, interim or status update reports, completed draft reports and the final report must be prepared and submitted in English.

SW9 PARTICIPATION OF INDIGENOUS AND FIRST NATIONS

Where possible and appropriate, the Contractor is encouraged to involve local indigenous and/or First Nation community members in delivering the services outlined above.

SW10 GREEN PROCUREMENT

The Contractor should make every effort to ensure that all documents prepared or delivered are printed double-sided on Ecologo certified recycled paper or on paper with equivalent post-consumer recycled content to the full extent to which it is procurable.



**ANNEX B
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 _____ (to be inserted at Contract Award) not including Customs duties and applicable taxes.

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.

The table below indicates the Contractor’s firm price per deliverable. The price is all-inclusive, including but not limited to professional fees (labour or *per diem* or hourly rate), administrative expenses (overhead, insurance, training) and any materials or equipment required to perform the Work, including any travel at the Contractor’s discretion (if applicable).

Milestone #	Deliverable #	Estimated Delivery Date	Per Diem Rate (A)	Estimated Number of Days (B)	Total (Firm Price per Deliverable) (AxB)
1	1	28 February 2018			
2	2	26 March 2018			
3	3	29 June 2018			
<i>Subtotal – Year 1</i>					
Option Year					
	<i>To be determined</i>	30 June 2019		60	
<i>Subtotal – Year 1 + Option Year 1</i>					
Taxes (indicate rate _____ %)					
Total Estimated Contract Value					

Breakdown of fees:

Milestone #	Professional Fees	Equipment & Materiel	Other
1			
2			
3			
Total			