



**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**  
11 Laurier St. / 11, rue Laurier  
Place du Portage, Phase III  
Core 0B2 / Noyau 0B2  
Gatineau, Québec K1A 0S5  
Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

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

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

<b>Title - Sujet</b> Bird Bands	
<b>Solicitation No. - N° de l'invitation</b> K2A52-200554/B	<b>Date</b> 2020-01-30
<b>Client Reference No. - N° de référence du client</b> K2A52-200554	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HN-329-78417	
<b>File No. - N° de dossier</b> hn329.K2A52-200554	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> at - à <b>02:00 PM</b> on - le <b>2020-02-27</b>	<b>Time Zone</b> Fuseau horaire Eastern Standard Time EST
<b>F.O.B. - F.A.B.</b> Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Dumaresq, Steve	<b>Buyer Id - Id de l'acheteur</b> hn329
<b>Telephone No. - N° de téléphone</b> (613) 296-1704 ( )	<b>FAX No. - N° de FAX</b> (819) 953-4944
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Electrical & Electronics Products Division  
L'Esplanade Laurier  
East Tower, 4th floor,  
Ottawa  
Ontario  
K1A 0S5

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

**This bid solicitation cancels and supersedes previous bid solicitation number K2A52-200554/A dated 13 December 2019 with a closing of 29 January 2020.**

## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

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

The Annexes include the Statement of Requirement (A), Mandatory Evaluation criteria (B), Pricing Schedule (C) and the Federal Contractors Program for Employment Equity – Certification (D) and a copy of the Exchange Rate Adjustments form (PWGSC-TPSGC 450).

### **1.2 Summary**

- 1.2.1** The Bird Banding Office (BBO) of Environment and Climate Change Canada's Canadian Wildlife Service has a requirement to purchase a large number of specifically sized and stamped metal leg bands capable of uniquely marking and identifying free-living North American birds in a safe and standardized way.
- 1.2.2** The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).
- 1.2.3** The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 - Certifications, Part 6 - Resulting Contract Clauses and the annex titled [Federal Contractors Program for Employment Equity - Certification](#).
- 1.2.4** This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

### **1.3 Debriefings**

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

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

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

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

The [2003](#) (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

### **2.2 Submission of Bids**

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the bid solicitation.

Note: For bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

[tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca)

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

### **2.3 Enquiries - Bid Solicitation**

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

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

## 2.4 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.

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid  
Section II: Financial Bid, Certifications and Additional Information

If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (2 hard copies and 2 soft copies on USB key);  
Section II: Financial Bid, Certifications and Additional Information (1 hard copy and 1 soft copy on USB key).

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

#### 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.

## **Section II: Financial Bid, Certifications and Additional Information**

Bidders must submit their financial bid in accordance with all pricing requirements presented herein.

### **Electronic Payment of Invoices**

If you are willing to accept payment of invoices by Electronic Payment Instruments, please identify which ones are accepted.

The supplier accepts to be paid by any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only).

If this section is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

### **Exchange Rate Fluctuation Risk Mitigation**

1. The Bidder may request Canada to assume the risks and benefits of exchange rate fluctuations. If the Bidder claims for an exchange rate adjustment, this request must be clearly indicated in the bid at time of bidding. The Bidder must submit form PWGSC-TPSGC 450, Claim for Exchange Rate Adjustments with its bid, indicating the Foreign Currency Component (FCC) in Canadian dollars for each line item for which an exchange rate adjustment is required.
2. The FCC is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuations. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.
3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provision in the contract. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease).
4. At time of bidding, the Bidder must complete columns (1) to (4) on form PWGSC-TPSGC 450, for each line item where they want to invoke the exchange rate fluctuation provision. Where bids are evaluated in Canadian dollars, the dollar values provided in column (3) should also be in Canadian dollars, so that the adjustment amount is in the same currency as the payment.
5. Alternate rates or calculations proposed by the Bidder will not be accepted for the purposes of this exchange rate fluctuation provision.

### **Certifications**

Bidders must submit the certifications and additional information required under Part 5, including annex D.

## Additional Information

### Contractor's Representative

Name and telephone number of the person responsible for:

#### General enquiries

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

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

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

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

#### Delivery follow-up

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

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

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

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

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

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

#### 4.1.1 Technical Evaluation

All bids must be completed in full and provide all of the information requested in the bid solicitation to enable full and complete evaluation.

Bidders must present a proposal that includes all necessary technical and descriptive information, in order to clearly demonstrate their compliancy to all evaluation criteria herein.

##### 4.1.1.1 Mandatory Technical Criteria

Technical compliance to all requirements presented herein;  
Technical compliance to the Statement of Requirement at Annex A;  
Technical compliance to the Evaluation Criteria at Annex B.

Evaluation Sample:

If necessary, as part of the technical evaluation to confirm a bidder's capability of meeting the technical requirements, a sample (or samples) may be required upon written notification from the Contracting Authority (production unit, no prototype will be accepted). The bidder shall deliver the evaluation sample(s) at no charge to Canada and shall ensure that the sample(s) is received within the timeframe as directed by the Contracting Authority. Failure to submit the sample(s) within the specified time frame, or non-conformance of the sample(s) to the technical requirements, will result in the offer being declared non-responsive. The sample(s) provided can be returned to offer or upon request, and will not be part of any subsequent order.

#### 4.1.2 Financial Evaluation

Compliance with the pricing requirements presented herein;  
Completion of an Annex C, Pricing Schedule.

#### **4.1.2.1 Pricing Basis**

Firm unit prices in Canadian dollars, DDP Delivered Duty Paid (Ottawa, Ontario), with all applicable Custom duties and Excise taxes included. Freight charges to destination included. Goods and Services Tax (GST) and/or the Harmonized Sales Tax (HST) not included.

If Bidder is requesting the exchange rate fluctuation protection, a completed Claim for Exchange Rate Adjustments form (PWGSC-TPSGC 450) must be included with submitted bid.

The Total Evaluated Bid Price is the sum of all items at Annex C, Pricing Schedule.

#### **4.2 Basis of Selection**

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive.

The responsive bid with the lowest evaluated price on an aggregate basis will be recommended for award of a contract.

### **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default 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 will render the bid non-responsive or constitute a default under the Contract.

#### **5.1 Certifications Required with the Bid**

Bidders must submit the following duly completed certifications as part of their bid.

##### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

#### **5.2 Certifications Precedent to Contract Award and Additional Information**

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

### 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification (Annex D included)

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

### 5.2.3 Additional Certifications Precedent to Contract Award

#### 5.2.3.1 General Environmental Criteria Certification

The Bidder must select and complete one of the following two certification statements.

- A) The Bidder certifies that the Bidder is registered or meets ISO 14001.

\_\_\_\_\_  
Bidders' Authorized Representative Signature

\_\_\_\_\_  
Date

or

- B) The Bidder certifies that the Bidder meets and will continue to meet throughout the duration of the contract, a minimum of four (4) out of six (6) criteria identified in the table below.

The Bidder must indicate which four (4) criteria, as a minimum, are met.

<b>Green Practices within the Bidders' organization</b>	<b>Insert a checkmark for each criterion that is met</b>
Promotes a paperless environment through directives, procedures and/or programs	



All documents are printed double sided and in black and white for day to day business activity unless otherwise specified by your client	
Paper used for day to day business activity has a minimum of 30% recycled content and has a sustainable forestry management certification	
Utilizes environmentally preferable inks and purchase remanufactured ink cartridges or ink cartridges that can be returned to the manufacturer for reuse and recycling for day to day business activity.	
Recycling bins for paper, newsprint, plastic and aluminum containers available and emptied regularly in accordance with local recycling program.	
A minimum of 50% of office equipment has an energy efficient certification.	

\_\_\_\_\_  
Bidders' Authorized Representative Signature

\_\_\_\_\_  
Date

## PART 6 - RESULTING CONTRACT CLAUSES

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

### 1. Security Requirements

There is no security requirement applicable to the Contract.

### 2. Requirement

The contractor must provide the goods and services in accordance with the technical requirements stated herein.

### 3. SACC Manual Clauses

SACC Reference	Section	Date
<a href="#">B7500C</a>	Excess Goods	2006-06-16

### 3.1 Standard Clauses and Conditions

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

#### 3.1.1 General Conditions

2010A (2018-06-21), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

### 4. Term of Contract

#### 4.1 Period of the Contract

The period of validity of this contract is from \_\_\_award\_\_\_ to 31 March 2023 inclusively.

Initial Requirement as per pricing at Section 1 of Annex “\_\_\_”.

#### 4.2 Optional Goods (As per pricing at Annex “\_\_\_”)

The Contractor grants to Canada the irrevocable option to acquire the goods described at annex “\_\_\_” of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, in whole or in part, through a contract amendment. The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

Option One (1), Section 2, Annex “\_\_\_”: From 1 April 2020 to 31 March 2021 inclusively;  
Option Two (2), Section 3, Annex “\_\_\_”: From 1 April 2021 to 31 March 2022 inclusively;  
Option Three (3), Section 4, Annex “\_\_\_”: From 1 April 2022 to 31 March 2023 inclusively.

### 5. Authorities

#### 5.1 Contracting Authority

Steve Dumaresq  
Public Works and Government Services Canada - Acquisitions Branch  
Logistics, Electrical, Fuel and Transportation Directorate - "HN" Division  
L'Esplanade Laurier (LEL), 140 O'Connor Street, East Tower  
Telephone: (613) 296-1704  
E-mail address: [steve.dumaresq@pwgsc-tpsgc.gc.ca](mailto:steve.dumaresq@pwgsc-tpsgc.gc.ca)

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

## 5.2 Technical Authority

Name:  
Title:  
Telephone: (xxx) xxx-xxxx  
Facsimile: (xxx) xxx-xxxx  
E-mail:

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

### General enquiries

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

### Delivery follow-up

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

## 6. Payment

### 6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm unit prices, as specified in the contract for a cost of \$            (*insert the amount at contract award*). Firm unit prices in Canadian dollars, DDP Delivered Duty Paid (Ottawa, Ontario), with all applicable Custom duties and Excise taxes included. Freight charges to destination included. Goods and Services Tax (GST) and/or the Harmonized Sales Tax (HST) extra.

### 6.2 Multiple Payments

SACC Manual clause [H1001C](#) (2008-05-12) Multiple Payments

### 6.3 Exchange Rate Fluctuation Adjustment (*to be deleted if not applicable*)

1. The foreign currency component (FCC) is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuation. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.
2. For each line item where a FCC is identified, Canada assumes the risks and benefits for exchange rate fluctuation, as shown in the Basis of Payment. For such items, the exchange rate fluctuation amount is determined in accordance with the provision of this clause.
3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provisions in the contract. The exchange rate adjustment amount will be calculated in accordance with the following formula:  
Adjustment = FCC x Qty x (  $i^1 - i^0$  ) /  $i^0$

where formula variables correspond to:

FCC: Foreign Currency Component (per unit)

$i^0$ : Initial exchange rate (CAN\$ per unit of foreign currency [e.g. US\$1])

$i^1$ : exchange rate for adjustments (CAN\$ per unit of foreign currency [e.g. US\$1])

Qty: quantity of units

4. The initial exchange rate is typically set as the noon rate as published by the Bank of Canada on the solicitation closing date.
5. For goods, the exchange rate for adjustment will be the noon rate as published by the Bank of Canada on the date the goods were delivered. For services, the exchange rate for adjustment will be the noon rate on the last business day of the month for which the services were performed. For advance payments, the exchange rate for adjustment will be the noon rate on the date the payment was due. The most recent noon rate will be used for non-business days.
6. The Contractor must indicate the total exchange rate adjustment amount (either upward, downward or no change) as a separate item on each invoice or claim for payment submitted under the Contract. Where an adjustment applies, the Contractor must submit with their invoice form PWGSC-TPSGC 450, Claim for Exchange Rate Adjustments.
7. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease), calculated in accordance with column 8 of form PWGSC-TPSGC 450 (i.e.  $[i^1 - i^0] / i^0$ ).
8. Canada reserves the right to audit any revision to costs and prices under this clause.

#### **6.4 Electronic Payment of Invoices** *(to be deleted if not applicable)*

The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only).

#### **6.5 Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
  - (a) The original and one (1) copy must be forwarded to the consignee.
  - (b) One (1) copy must be forwarded to the Contracting Authority identified under the Section 5. Authorities

## 7. Insurance

SACC Manual clause [G1005C](#) (2016-01-28) Insurance

## 8. Certifications and Additional Information

### 8.1 Compliance

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

## 9. Applicable Laws

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

## 10. 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) 2010A (2018-06-21), General Conditions - Goods (Medium Complexity);
- (c) requirement as presented at Solicitation K2A52-200554/B;
- (d) the Contractor's bid dated \_\_\_.

## 11. SACC Manual Clauses (Delivery)

SACC Reference	Section	Date
<a href="#">D9002C</a>	Incomplete Assemblies	2007-11-30

## 12. Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination specified in the Contract and delivered:  
Delivered Duty Paid (DDP) (Ottawa, Ontario) Incoterms 2000 for shipments from a commercial contractor.

- Annex A** Statement of Requirement
- Annex B** Mandatory Evaluation Criteria
- Annex C** Pricing Schedule
- Annex D** Federal Contractors Program for Employment Equity - Certification Form PWGSC-TPSGC 450, Claim for Exchange Rate Adjustments (If Applicable)

## **ANNEX A STATEMENT OF REQUIREMENT**

Uniquely numbered metal leg bands for the identification and tracking of North American birds.

### **BACKGROUND**

Under the authority of the Migratory Birds Convention Act, 1994 (MBCA), and sections 4 and 19 of the Migratory Birds Regulations (MBRs), the Bird Banding Office (BBO) of Environment and Climate Change Canada's Canadian Wildlife Service has a requirement to purchase a large number of specifically sized and stamped metal leg bands capable of uniquely marking and identifying free-living North American birds in a safe and standardized way. Since the North American Bird Banding Program is co-managed with the United States Geological Survey's (USGS) Bird Banding Laboratory, the manufacturing of the bands must adhere to stringent requirements agreed to by both programs to ensure that all bands are appropriately sized, safe for use on free-living birds, clearly legible even when worn, and uniquely and accurately numbered. The aluminium alloy used must be suitable for use in a wide range of ecosystems and environments throughout the Northern Hemisphere, including temperate, boreal and arctic ecosystems, as well as tropical rainforests.

Bird banding is one of the most common and important research tools used by ornithologists in the scientific study and monitoring of wild birds. Uniquely numbered metal bands placed on the leg of the bird allow the tracking of individual birds throughout their lifetime, and the tracking of bird movements globally. Bird banding provides data vital for ornithological research, monitoring, and conservation by contributing to basic scientific knowledge about birds and the environments in which they live. Bird banding studies help to monitor bird populations and ecosystem health, set waterfowl hunting regulations, and protect endangered species.

Bird banding in Canada is a partnership between the BBO and bird banders: the BBO is responsible for issuing permits and providing banders with metal bands in the size and number required for their research programs; banders are responsible for meeting high scientific and ethical standards and contributing to society's understanding of migratory birds, ecosystem health, and/or human well-being, and contributing data associated with the use of these bands. This work helps to support Environment and Climate Change Canada's mandate to ensure the long term conservation and enhancement of migratory bird populations in Canada.

### **QUALIFICATIONS**

To meet the requirements of this contract, the supplier must be able to deliver all required band sizes that meet the following specifications:

- All bands must be produced using aluminium alloy 5052, be able to close round with butt-ends aligned and have no sharp edges.
- All bands must meet measurement specifications listed in the three tables below (see Tables 1, 2 and 3).
- Unless otherwise specified, dimensions must be +/- 0.076 mm (0.003 inches).
- All numbers and horizontal text must be horizontally centered on bands.
- All vertical text must be along the band seam.
- Bands must have specific inscriptions stamped on to the outer and sometimes the inner band surfaces as specified in Table 3. Laser etching is not acceptable. Numbers must use specific numbers that will be provided by Environment and Climate Change Canada.
- All numbers must use a numeral style with height to width ratio: 2.4/1 (e.g., Numberall 532, Special Style Gothic).
- Bands must have a minimum 0.5 mm (0.020 inch) distance from band edge to any inscription.

- Bands must be weather resistant, including being able to withstand heavy rain or snow or high humidity, and be stable at temperatures ranging from at least -40°C to +50°C.

The supplier must be able to provide samples of the required bands, upon request to demonstrate compliance with the specifications.

The supplier must agree not to provide bands with the same design to any client other than the ECCC bird banding office or the USGS bird banding laboratory without the explicit permission of one of these offices.

**Table 1. Design specifications in metric units.**

Size	Band Type	Aluminium Alloy	Inner band diameter (inside to inside surface, mm)	Band thickness (mm)	Total height of band (mm)	Height of outer top inscription (mm)	Height of outer bottom inscription (mm)
0A	Butt-end	5052	1.98	0.51	5.16	1.98	1.6
0	Butt-end	5052	2.11	0.51	5.16	1.98	1.6
1	Butt-end	5052	2.39	0.51	5.16	1.98	1.6
1B	Butt-end	5052	2.77	0.81	5.16	1.98	1.6
1A	Butt-end	5052	3.17	0.81	5.16	1.98	1.6
1D	Butt-end	5052	3.5	0.81	5.16	1.98	1.6
2	Butt-end	5052	3.96	0.81	6.35	1.59	2.22

**Table 2. Design specifications in imperial units..**

Size	Band Type	Aluminium Alloy	Inner band diameter (inside to inside surface, inches)	Band thickness (inches)	Total height of band (inches)	Height of outer top inscription (inches)	Height of outer bottom inscription (inches)
0A	Butt-end	5052	0.078	0.02	0.203	0.078	0.063
0	Butt-end	5052	0.083	0.02	0.203	0.078	0.063
1	Butt-end	5052	0.094	0.02	0.203	0.078	0.063
1B	Butt-end	5052	0.109	0.032	0.203	0.078	0.063
1A	Butt-end	5052	0.125	0.032	0.203	0.078	0.063
1D	Butt-end	5052	0.138	0.032	0.203	0.078	0.063
2	Butt-end	5052	0.156	0.032	0.25	0.0625	0.0875

**Table 3. Design specifications for inscriptions to be stamped on bird bands**

Size	Type	Line 1 outside	Line 1 outside vertical along left seam	Line 1 outside vertical along right seam	Line 2 outside	Line 1 inside inscription
0A	Butt-end	Prefix of four numbers (e.g., 0000)	OPEN	ABRE	Suffix of five numbers (e.g., 00000)	REPORTBAND.GOV
0	Butt-end	Prefix of four numbers (e.g., 0000)	OPEN	ABRE	Suffix of five numbers (e.g., 00000)	REPORTBAND.GOV
1	Butt-end	Prefix of four numbers (e.g., 0000)	OPEN	ABRE	Suffix of five numbers (e.g., 00000)	REPORTBAND.GOV
1B	Butt-end	Prefix of four numbers (e.g., 0000)	OPEN	ABRE	Suffix of five numbers (e.g., 00000)	REPORTBAND.GOV
1A	Butt-end	Prefix of four numbers (e.g., 0000)	OPEN	ABRE	Suffix of five numbers (e.g., 00000)	REPORTBAND.GOV
1D	Butt-end	Prefix of four numbers (e.g., 0000)	OPEN	ABRE	Suffix of five numbers (e.g., 00000)	REPORTBAND.GOV
2	Butt-end	WWW.REPORTBAND.GOV	n/a	n/a	Prefix of four numbers - Suffix of 5 numbers (e.g., 0000-00000)	n/a

## ANNEX B MANDATORY EVALUATION CRITERIA

Simply stating a compliancy to any criteria is insufficient. Bidders must present a proposal that includes all necessary technical and descriptive information, in order to clearly demonstrate their compliancy to all evaluation criteria. Bidders must be willing to provide samples of bands, if requested, to demonstrate their ability to produce bands with the required specifications. Responses will be evaluated on a simple, stringent pass/fail basis. Proposals not meeting each mandatory requirement will be considered non-responsive (non-compliant) and given no further consideration.

<b>M1</b>	DIMENSIONS: All bands produced must meet specifications listed in the three tables above (see Tables 1, 2 and 3), and must have appropriate inscriptions stamped on the outer and inner band surfaces as specified in Table 3.
<b>M2</b>	All numbers and horizontal text must be horizontally centered on bands.
<b>M3</b>	Unless otherwise specified, dimensions are all +/- 0.076 mm (0.003 inches).
<b>M4</b>	All numbers must use a numeral style with a height to width ratio of 2.4/1 e.g., Numberall 532 or Special Style Gothic.
<b>M5</b>	Must maintain 0.5 mm (0.020 inch) distance from band edge to any inscription.
<b>M6</b>	Must use aluminium alloy 5052.
<b>M7</b>	Must be weather resistant, including being able to withstand heavy rain or snow or high humidity, and be stable at temperatures ranging from at least -40°C to +50°C.



## ANNEX C PRICING SCHEDULE

Firm unit prices in Canadian dollars, DDP Delivered Duty Paid (Ottawa, Ontario), with all applicable Custom duties and Excise taxes included. Freight charges to destination included. Goods and Services Tax (GST) and/or the Harmonized Sales Tax (HST) not included. If Bidder is requesting the exchange rate fluctuation protection, a completed Claim for Exchange Rate Adjustments form (PWGSC-TPSGC 450) must be included with submitted bid.

### 1. INITIAL REQUIREMENT (Requested for no later than 31 March 2020)

#### 1.1 Destination: Ottawa, ON

Size	Band Type	Number of bands required	Cost per band (CAD)	Total (CAD)
0A	Butt end	40,000	\$	\$
0	Butt end	75,000	\$	\$
1	Butt end	40,000	\$	\$
1B	Butt end	50,000	\$	\$
1A	Butt end	25,000	\$	\$
1D	Butt end	2,500	\$	\$
2	Butt end	10,000	\$	\$

### 2. OPTION 1 (Fiscal Year 2020/2021 - Prices valid from 1 April 2020 to 31 March 2021)

The Contractor grants to Canada the irrevocable option to acquire additional units up to the quantities specified below under the same conditions and at the prices stated in the Contract. The option may be exercised in whole or in part. The option may only be exercised by the Contracting Authority through a contract amendment.

#### 2.1 Destination: Ottawa, ON

Size	Band Type	Up to # additional bands	Cost per band (CAD)	Total (CAD)
0A	Butt end	55,000	\$	\$
0	Butt end	90,000	\$	\$
1	Butt end	50,000	\$	\$
1B	Butt end	65,000	\$	\$
1A	Butt end	35,000	\$	\$
1D	Butt end	7,500	\$	\$
2	Butt end	15,000	\$	\$

**3. OPTION 2 (Fiscal Year 2021/2022 - Prices valid from 1 April 2021 to 31 March 2022)**

The Contractor grants to Canada the irrevocable option to acquire additional units up to the quantities specified below under the same conditions and at the prices stated in the Contract. The option may be exercised in whole or in part. The option may only be exercised by the Contracting Authority through a contract amendment.

**3.1 Destination: Ottawa, ON**

Size	Band Type	Up to # additional bands	Cost per band (CAD)	Total (CAD)
0A	Butt end	55,000	\$	\$
0	Butt end	90,000	\$	\$
1	Butt end	50,000	\$	\$
1B	Butt end	65,000	\$	\$
1A	Butt end	35,000	\$	\$
1D	Butt end	7,500	\$	\$
2	Butt end	15,000	\$	\$

**4. OPTION 3 (Fiscal Year 2022/2023 - Prices valid from 1 April 2022 to 31 March 2023)**

The Contractor grants to Canada the irrevocable option to acquire additional units up to the quantities specified below under the same conditions and at the prices stated in the Contract. The option may be exercised in whole or in part. The option may only be exercised by the Contracting Authority through a contract amendment.

**4.1 Destination: Ottawa, ON**

Size	Band Type	Up to # additional bands	Cost per band (CAD)	Total (CAD)
0A	Butt end	55,000	\$	\$
0	Butt end	90,000	\$	\$
1	Butt end	50,000	\$	\$
1B	Butt end	65,000	\$	\$
1A	Butt end	35,000	\$	\$
1D	Butt end	7,500	\$	\$
2	Butt end	15,000	\$	\$

**TOTAL EVALUATED BID (Sum of all line items above)**

\$ \_\_\_\_\_

## ANNEX D to PART 5 OF THE BID SOLICITATION

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: \_\_\_\_\_ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

- A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

- B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)



**Claim for Exchange Rate Adjustments  
Demande de rajustement du taux de change**

Contractor Name - Nom de l'entrepreneur		PWGSC File Number - Numéro du dossier de TPSGC			Contract Number - Numéro du contrat		Item/Invoice Number - Numéro d'article/de facture	
1	2	3	4	5	6	7	8	9
Item Number Numéro d'article	Description	Foreign Currency Component (FCC) per Unit Montant en monnaie étrangère par unité (\$CAN)	Foreign Currency Devise étrangères	Quantity Quantité	Initial Exchange Rate Facteur de conversion initial (i <sub>0</sub> )	Exchange Rate for Adjustments Taux de change aux fins du rajustement (i <sub>1</sub> )	% Change Variation en % (i <sub>1</sub> -i <sub>0</sub> )/i <sub>0</sub> > 0.02 (+/-)	Adjustment = FCC X Quantity X (i <sub>1</sub> - i <sub>0</sub> )/i <sub>0</sub>  Rajustement = montant en monnaie étrangère X Quantité X (i <sub>1</sub> - i <sub>0</sub> )/i <sub>0</sub>
								\$ 0.000
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								\$ 0.000
							<b>Total Exchange Rate Adjustment</b> Rajustement total du taux de change	<b>\$ 0.000</b>

## Instructions

### Where:

$i_0$  = initial exchange rate (CAN\$ per unit of foreign currency [e.g. US\$1])

$i_1$  = exchange rate for adjustment purposes (CAN\$ per unit of foreign currency [e.g. US\$1])

### Instructions to bidders:

1. Bidders must complete columns (1) to (4) at time of bidding, for each line item where they want to invoke the exchange rate fluctuation provisions.
2. Where bids are evaluated in Canadian dollars, the dollar values provided in column (3) should also be in Canadian dollars, so that the adjustment amount is in the same currency as the payment.

### Instructions for Payment:

1. This form must be submitted with the invoice for payment with respect to all items with an FCC. Complete columns (1) through (7). Columns (8) and (9) will auto complete.
2. Suppliers should submit a separate calculation sheet for each invoice submitted showing the exchange rate adjustment for all line items with an FCC.
3. This form must be provided with all invoices where the exchange rate fluctuates more than 2% (increase or decrease), (i.e.  $\text{abs}[(i_1 - i_0) / i_0] > .02$ ), unless otherwise stated in the contract.

### Étant entendu que :

$i_0$  = Facteur de conversion du taux de change initial (\$ CA par unité de devise étrangère [p. ex. 1 \$ US])

$i_1$  = Taux de change aux fins du rajustement (\$ CA par unité de devise étrangère [p. ex. 1 \$ US])

### Instructions aux soumissionnaires :

1. Les soumissionnaires doivent remplir les colonnes (1) à (4) au moment de présenter leur soumission, pour chacun des produits pour lesquels ils veulent se prévaloir des dispositions relatives à la fluctuation du taux de change.
2. Lorsque les soumissions sont évaluées en dollars canadiens, les montants en dollars indiqués dans la colonne (3) doivent également être en dollars canadiens, de sorte que le montant du rajustement soit indiqué dans la même devise que pour le paiement.

### Instructions relatives au paiement :

1. Le présent formulaire doit accompagner la facture en vue du paiement pour chaque article comportant un montant en monnaie étrangère. Il faut remplir les colonnes (1) à (7). Les colonnes (8) et (9) seront remplies automatiquement.
2. Les fournisseurs doivent présenter une feuille de calcul séparée pour chaque facture et indiquer le rajustement du taux de change pour chaque article comportant un montant en monnaie étrangère.
3. Le présent formulaire doit accompagner toutes les factures pour lesquelles la fluctuation du taux de change est supérieure à 2% (augmentation ou diminution), (c. -à-d.  $\text{abs}[(i_1 - i_0) / i_0] > .02$ ), à moins d'indication contraire dans le contrat.