



<p>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:</p> <p>Bid Receiving - Environment and Climate Change Canada / Réception des soumissions – Environnement et changement climatique Canada</p> <p>Electronic Copy: soumissionsbids@ec.gc.ca</p> <p>BID SOLICITATION DEMANDE DE SOUMISSIONS</p> <p>PROPOSAL TO: ENVIRONMENT AND CLIMATE CHANGE 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 ET CHANGEMENT CLIMATIQUE CANADA</p> <p>Nous offrons d'effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s).</p>	<p>Title – Titre Northern Ontario Fecal DNA Surveys</p>		
	<p>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP 5000058608</p>		
	<p>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) 2021-11-22</p>		
	<p>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ) at – à 2:00 P.M. on – le 2021-12-17</p>	<p>Time Zone – Fuseau horaire <i>Eastern Time Zone</i></p>	
	<p>F.O.B – F.A.B Destination</p>		
	<p>Address Enquiries to - Adresser toutes questions à Megan Filliol megan.filliol@ec.gc.ca</p>		
	<p>Telephone No. – N° de téléphone 902-600-6216</p>	<p>Fax No. – N° de Fax</p>	
	<p>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ) 2022-04-30</p>		
	<p>Destination of Services / Destination des services See herein</p>		
	<p>Security / Sécurité There is no security requirement associated with this solicitation.</p>		
<p>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur</p>			
<p>Telephone No. – N° de téléphone</p>	<p>Fax No. – N° de Fax</p>		
<p>Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</p>			
<p>Signature</p>	<p>Date</p>		

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	4
1.1 Introduction	4
1.2 Summary.....	4
1.3. Debriefings.....	5
PART 2 - BIDDER INSTRUCTIONS.....	6
2.1. Standard Instructions, Clauses and Conditions.....	6
2.2. <i>SACC Manual</i> Clauses.....	7
2.3. Submission of Bids.....	7
2.4. Former Public Servant – Competitive Bid.....	7
2.5. Enquiries - Bid Solicitation	9
2.6. Applicable Laws.....	9
2.7. Basis for Canada's Ownership of Intellectual Property	9
2.8. Bid Challenge and Recourse Mechanisms	9
PART 3 - BID PREPARATION INSTRUCTIONS	11
ATTACHMENT 1 TO PART 3 - FINANCIAL BID PRESENTATION SHEET	14
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION.....	19
4.1. Evaluation Procedures	19
4.2. Technical Evaluation	19
4.3. Financial Evaluation.....	19
4.4. Basis of Selection.....	19
ATTACHMENT “1” TO PART 4, MANDATORY TECHNICAL CRITERIA AND POINT RATED TECHNICAL CRITERIA	21
PART 5 - CERTIFICATIONS.....	32
5.1. Certifications Required Precedent to Contract Award	32
5.2. Additional Certifications Required Precedent to Contract Award	32
PART 6 – Insurance Requirements	34
6.1. Insurance Requirements	34
PART 7 - RESULTING CONTRACT (at contract award, delete this line).....	35
7.1. Statement of Work	35
7.2. Standard Clauses and Conditions	35
7.3. Security Requirement	35

7.4. Term of Contract35

7.5. Authorities35

7.6. Proactive Disclosure of Contracts with Former Public Servants36

7.7. Payment.....37

7.8 Invoicing Instructions.....37

7.9. Certifications and Additional Information.....38

7.10. Applicable Laws38

7.11. Priority of Documents38

7.12. Insurance Requirements – Specific requirement.....39

7.13. Dispute Resolution39

ANNEX “A” STATEMENT OF WORK.....40

ANNEX “B” BASIS OF PAYMENT.....51

ANNEX “C” INSURANCE REQUIREMENTS52

PART 1 - GENERAL INFORMATION

1.1 Introduction

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

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;

Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;

Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and

Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Attachments include the Financial Bid Presentation Sheet, Mandatory Technical Criteria And Point Rated Technical Criteria.

The Annexes include the Statement of Work, the Basis of Payment, and Insurance Requirements.

1.2 Summary

1.2.1 Environment and Climate Change Canada has a requirement as detailed in the Statement of Work, Annex A to the bid solicitation. The period of the contract is from contract award to April 30, 2022. The objective of this contract is to collect sufficient caribou fecal pellets in the Far North Range to allow ECCC to conduct genetic analysis for the purpose of evaluating a range of population parameters for boreal caribou in the Ring of Fire region.

1.2.2 Bidders must provide a list of names, or other related information as needed, pursuant to section 01 Integrity Provisions of Standard Instructions 2003.

1.2.3 For services requirements, bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.

1.2.4 The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA), the Canada–Chile Free Trade Agreement, the Canada–Colombia Free Trade Agreement, the Canada–Honduras Free Trade Agreement, the Canada–Korea Free Trade Agreement, the Canada–Panama Free Trade Agreement, Canada-Peru Free Trade Agreement, the Comprehensive Economic Free Trade Agreement [CETA], the World Trade Organization – Agreement on Government Procurement [WTO-AGP], the Comprehensive and Progressive Agreement for Trans-Pacific Partnership [CPTPP] and the Canada-Ukraine Free Trade Agreement.

1.3. Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1. Standard Instructions, Clauses and Conditions

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

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

The 2003 (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The standard instructions 2003 are modified as follows:

Under “Text” at 02:

Delete: “Procurement Business Number”

Insert: “Deleted”

At Section 02 Procurement Business Number

Delete: In its entirety

Insert: “Deleted”

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

Delete: In its entirety

Insert: “send its bid only to Environment and Climate Change Canada as specified on page 1 of the bid solicitation or to the address specified in the bid solicitation;”

At Section 06 Late Bids:

Delete: “PWGSC”

Insert: “Environment and Climate Change Canada”

At Section 07 Delayed Bids:

Delete: “PWGSC”

Insert: “Environment and Climate Change Canada”

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

Delete: In its entirety

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

Delete: In their entirety

Insert: “Deleted”

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

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

Insert: “Deleted”

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

Delete: In its entirety

Insert: "Deleted"

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

Delete: "sixty (60) days"

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

2.2. SACC Manual Clauses

A7035T (2007-05-25), List of Proposed Subcontractors

2.3. Submission of Bids

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

2.4. 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.

2.5. 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.

2.6. Applicable Laws

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

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

2.7. Basis for Canada's Ownership of Intellectual Property

Environment and Climate Change Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the [Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts](#):

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

2.8. Bid Challenge and Recourse Mechanisms

(a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1. Bid Preparation Instructions

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

Section I: Technical Bid (1 soft copies in PDF format)

Section II: Financial Bid (1 soft copies in PDF format)

Section III: Certifications (1 soft copies in PDF format)

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

Note for electronic submission of bids:

In order to be considered, bids must be received by the date and time indicated on the cover page to herein as the "Closing Date." Bids received after the Closing Date will be considered non-responsive and will not be considered for contract award. Bids submitted by email must be submitted ONLY to the following email address:

Email Address: soumissionsbids@ec.gc.ca

Attention: Megan Filliol
Solicitation Number: 5000058608

Bidders should ensure that their name, address, Closing Date of the solicitation and Solicitation Number are clearly indicated in the body of their email. Bids and supporting information may be submitted in either English or French.

The total size of the email, including all attachments, must be less than 15 megabytes (MB). It is each Bidder's responsibility to ensure that the total size of the email does not exceed this limit.

Bids sent by fax will not be accepted.

It is important to note that emails systems can experience systematic delays and, at times, large attachments may cause systems to hold or delay transmission of emails. It is solely the Bidder's responsibility to ensure that the Contracting Authority receives a bid on time, in the mailbox that has been identified for bid receipt purposes. Date stamps for this form of transmission are not acceptable.

Section I: Technical Bid

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

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

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

Section II: Financial Bid

- 1.1 Bidders must submit their financial bid in accordance with the Financial Bid Presentation in Attachment 1 to Part 3. 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 Financial Bid Presentation Sheet in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.
- 1.3 Bidders must submit their prices and 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 each task, milestone or phase 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.
- (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

Bidders must submit the certifications required under Part 5.

ATTACHMENT 1 TO PART 3 - FINANCIAL BID PRESENTATION SHEET

1. The Bidder should complete the Financial Bid Presentation Sheet and include it in its financial bid once completed. As a minimum, the Bidder must respond to this Financial Presentation Sheet by including in its financial bid.

2. The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

3. Pricing Elements Table

No.	Element Description	Unit	Price per Unit	Notes
1.	Aerial Survey Aircraft (Fixed Wing or Helicopter)			
1.1	Aircraft rate	Hour of Air Time	\$	Air time hourly price is to include the cost of the pilot
1.2	Fuel	Litre	\$	
1.3	Additional aircraft charges	Total	\$	Any additional aircraft charges required to complete the project (e.g., hangar rental, airport fees, etc.)
2.	Helicopter Usage Charges (Fecal Collection Survey)			
2.1	Helicopter rates	Hour of Air time	\$	Air time hourly price is to include the cost of the pilot
2.2	Helicopter fuel	Litre	\$	
2.3	Additional helicopter charges	Total	\$	Any additional helicopter charges required to complete the project (e.g., hangar rental, airport fees, etc.)
3.	Personnel			
3.1	Project Management & Administration	Category/Person Day	\$	The Bidder must indicate the rates applicable to each category of staff required to manage the project and liaise with ECCC (e.g., project Manager, Crew member, etc.)
3.2	Aerial Survey Team (fixed wing or helicopter)	Category/Person Day	\$	The Bidder must indicate the rates applicable to each category of staff that it will utilize to undertake the aerial surveys
3.3	Fecal Collection Survey Team (Helicopter)	Category/Person Day	\$	The Bidder must indicate the rates applicable to each category of staff that it will utilize to undertake the collection of fecal samples
3.4	Crew transfer to and from project base	Total	\$	Total cost for transfer of all crew members to and from project base, and between bases if applicable

No.	Element Description	Unit	Price per Unit	Notes
4.	Accommodation	Person/day	\$	The accommodation price is to include lodging and meals.
5.	Weather Days (no flying)	Daily rate	\$	The Bidder must indicate the total cost for days when crew is grounded due to poor weather conditions. Cost should be all-inclusive (staff rate, accommodation, aircraft rates, etc. as required)
6.	Sample storage and shipping	Total	\$	The Bidder must identify any costs associated with keeping the fecal samples frozen as well as the rates for shipping or delivering the samples to the destination identified in the Statement of Work
7.	Equipment	Total	\$	All equipment costs, not limited to: Sterile Whirl Packs, Sterile Wooden sticks, freezers, etc.
8.	Final Report	Total	\$	Total cost for final reporting

The Bidder, utilizing the elements identified in the Pricing Elements Table, must complete the following:

4. Pricing for Study Area 2 (full extent)

The number of Units identified for each of the items below are solely for the purpose of developing the evaluated bid price.

4.1 Aerial Survey

4.1.1 Aircraft (fixed wing or helicopter) time to survey Study Area 2 – 50 hours.
The Bidder must use the fuel consumption rate for the proposed aircraft to calculate the price of the fuel to be included in the calculation of the Price extension.

- a) Aircraft (fixed wing or helicopter) flying time: 50 hours
- b) Litres of fuel per hour: _____ *to be supplied by the Bidder*
- c) Calculate the aircraft (fixed wing or helicopter) price as follows:
Price = 50* aircraft hourly rate (including pilot) + 50* (litres of fuel/hour*price/litre)

Aerial Survey Aircraft Price \$ _____

4.1.2 Local Travel: The Bidder must provide the price for transferring aircraft to and from its home site to its project base at the beginning and end of the survey work.

- a) Aircraft transfer hours from home base to project site (i.e., to start survey): _____
(to be supplied by bidder)
- b) Aircraft transfer hours from project site to home base (i.e., return from survey):
_____ (to be supplied by bidder)
- c) Total hours = a+b

d) Calculate the Local Travel price as follows:

$$\text{Price} = \text{Total hours} * \text{aircraft hourly rate} + \text{Total hours} * (\text{litres of fuel/hour} * \text{price/litre})$$

Local Travel Aircraft Price \$ _____

4.1.3 Aerial survey crew labour (excluding pilot).

The Bidder must provide the price for the aerial survey labour as follows:

$$\text{Price} = 15 * (\text{sum of daily rates for all aerial survey crew members (excluding pilot)})$$

Aerial Survey Crew labour \$ _____

4.1.4 Aerial survey crew and pilot accommodation. The Bidder must identify the daily accommodation price for all crew members for the stipulated period.

a) Calculate the price for crew accommodation as follows:

$$\text{Price} = 15 * (\text{number of crew members (including the pilot)} * \text{daily accommodation price})$$

Aerial Survey Crew Accommodation \$ _____

4.1.5 Administration & Planning Personnel

a) Calculate the price for administration and project management as follows:

$$\text{Price} = 2 * (\text{number of administration and project management personnel proposed} * \text{the sum of the daily rates of the administration and project management personnel})$$

Aerial Survey Administration and Planning \$ _____

4.1.6 Total Aerial Survey Price (sum of items 4.1.1 through 4.1.5)

Aerial Survey Price \$ _____

4.2 Fecal Collection – Study Area 2

4.2.1 Helicopter Flight time for collection Study Area 2 – 50 hours.

The Bidder must use the fuel consumption rate for the proposed aircraft to calculate the price of the fuel to be included in the calculation of the Price extension.

a) Helicopter flying time: 50 hours

b) Litres of fuel per hour: _____ *to be supplied by the Bidder*

c) Price = 50* aircraft hourly rate (including pilot) + 50* (litres of fuel/hour*price/litre)

Helicopter Flight Time Price \$ _____

4.2.2 Local Travel:

The Bidder must provide the price for transferring the helicopter to and from its “home” site to its Project base at the beginning and end of the survey work.

- a) Helicopter transfer hours from home base to project site (i.e., to start survey):
_____ (to be supplied by bidder)
- b) Helicopter transfer hours from project site to home base (i.e., return from survey):
_____ (to be supplied by bidder)
- c) Total hours = a+b
- d) Calculate the Local Travel price as follows:
Price = Total hours* helicopter hourly rate + Total hours*(litres of fuel/hour*price/litre)

Local Travel Aircraft Price \$ _____

- 4.2.3 Collection crew labour (excluding pilot).
The Bidder must provide the price for the aerial survey labour as follows:

- a) Calculate the price for crew labour as follows
Price =15*(sum of daily rates for the crew members)

Collection Crew labour \$ _____

- 4.2.4 Collection crew accommodation (including pilot). The Bidder must identify the daily accommodation price for all crew members for the stipulated period.

- a) Calculate the price for crew accommodation as follows:
Price =15*(number of crew members (including the pilot)* daily accommodation price)

Collection Crew Accommodation \$ _____

- 4.2.5 Administration & Planning Personnel

- a) Calculate the price for administration and project management as follows:
Price =2*(the sum of the daily rates of the administration and project management personnel)

Aerial Survey Administration and Planning \$ _____

- 4.2.6 Storage and Shipping

Fecal Storage and shipping Price \$ _____

- 4.2.7 Total Collection Price (sum of items 4.2.1 through 4.2.5)

Collection Price \$ _____

4.3 Additional Charges

- 4.3.1 Weather Days –7 days.

- a) Calculate the price for weather days as follows:
Price =7*(sum of total crew daily no-fly rate + sum of total pilot daily no-fly rate + sum of accommodations + sum of grounded aircraft (if applicable) + sum of all other applicable daily costs (e.g., hangar rental))

Weather Delay Price \$_____

4.3.2 Travel to and from project site:

- a) cost to transfer all crew members to and from the project site and home base (i.e., to start and return from project, and between project bases) (if applicable)

Local Travel Price \$_____

4.3.3 Miscellaneous

- a) Any additional required costs not listed in 4.3.1 through 4.3.2.
Price= sum of all additional costs not listed above (if applicable)

Miscellaneous Costs \$_____

4.3.4 Total Additional Charges (sum of items 4.3.1 through 4.3.3)

Additional Charges Price \$_____

The evaluated bid price will be the sum of the Aerial Survey Price (4.1.6), the Collection Price (4.2.7) and the Additional Charges (4.3.4)

Evaluated Bid Price \$_____

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.2. Technical Evaluation

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

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.

4.3. Financial Evaluation

4.3.1 Mandatory Financial Criteria

4.3.2 Evaluation of Price

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

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

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

4.4 Basis of Selection

Basis of Selection – Highest Combined Rating of Technical Merit 70% and Price 30%.

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and

- c. obtain the required minimum of 110 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 190 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
 7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

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

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

	Bidder		
	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	115/135	89/135	92/135
Bid Evaluated Price	\$55,000.00	\$50,000.00	\$45,000.00
Calculations			
Technical Merit Score	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
Pricing Score	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30.00$
Combined Rating	84.18	73.15	77.70
Overall Rating	1st	3rd	2nd

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

Evaluation of proposals

The proposal should describe in sufficient detail the qualifications and relevant experience of the Bidder. Each proposal meeting the mandatory requirements will be evaluated and rated according to the criteria described below and to the weighting described in Table 2. Any relevant information to enable Environment and Climate Change Canada to adequately score the proposal based on the criteria listed below should be included. Information not included in the proposal will not be taken into consideration.

The Bidder must provide the necessary documentation to support compliance with these requirements.

- a. The Bidder is advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not constitute “demonstrated” for the purpose of the evaluation.
- b. The Bidder must clearly demonstrate in the proposal how the experience was gained or knowledge was attained, supported by resumés and any necessary supporting documentation.
- c. The Bidder must provide complete details as to where, when and how (through which activities/responsibilities) the stated qualifications/experience were obtained. In order to demonstrate when experience was obtained, the bidder must indicate the duration of such experience, specifying the start and end dates (month and year at a minimum). In the case where the timelines of two or more projects or experience overlap, the duration of time common to each project/experience will not be counted more than once.
- d. It is recommended that the Bidder include a grid in their proposals, cross-referencing statements of compliance with the supporting data and resume evidence contained in their proposals. Note: the compliance grid, by and of itself, DOES NOT constitute demonstrated evidence. As stated in bullet “b” above, the resumes and supporting documentation will be accepted as evidence.

Bidders should provide the required references in the Technical Proposal of their bid.

The references provided by the Bidders are subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to validate the references before award of a contract. The bid will be declared non-responsive if any references given by the Bidder are untrue, whether made knowingly or unknowingly. Failure to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

For Mandatory Technical Criteria and Point Rated Technical Criteria listed below requiring Project Summaries, the Bidder and its proposed resource(s) should provide:

- Project background
 - Project description and objectives

- Relevance of the project to the ECCC requirements
- The client (name, address, client contact name and contact information)
- The duration of the project (start and end dates, and overall flying hours)
- The average number of crew drop-off/pickup events per day of flying
- The average number of flying hours per day
- Remote locations
 - The location of the operations in relation to permanent road networks and road-supplied bulk refueling locations
 - The number of fuel cache locations accessed during the project
- Unprepared landing sites
 - The average number of crew drop-off/pickup events per day at unprepared sites
 - The ground conditions encountered for landing events (e.g. snow, water, ice, bog mat, forestry slash, burned ground).
- Climate and weather conditions
 - Months of operations
 - Weather and climate conditions encountered during project

Mandatory Criteria

Item	Criteria	Met/Not Met	Technical proposal reference
M1.	The Bidder must provide an overview of its organization and any associated subcontractors that will be instrumental in meeting the needs of ECCC with respect to this project		
M2.	The Bidder must identify the Project Manager and describe their experience delivering aerial survey services as detailed in Annex A by providing 2 reference projects where the Project Manager was responsible for planning, conducting and reporting on aerial ungulate surveys over large areas. Eligible projects must have been: <ul style="list-style-type: none"> a) completed in the last 5 years, and b) employed fixed-wing and/or rotary-wing aircraft, and c) covered an area of at least 5,000km² 		
M3.	The Bidder must describe the aerial survey crew (fixed wing or helicopter) that it proposes to carry out the aerial surveys including:		

	<ul style="list-style-type: none"> a) the crew structure (minimum 3 crew members not including pilots), and b) the roles and responsibilities of each crew member, and c) the names and resumés of each crew member d) the names and resumés of backup crew members 		
M4.	<p>Aerial Survey Pilot Experience</p> <p>the bidder must provide:</p> <ul style="list-style-type: none"> a) name and resumé of the primary pilot, and b) name and resumé of the backup pilot 		
M5.	<p>The Bidder must describe the helicopter pellet collection crew that it proposes to collect caribou fecal pellets including:</p> <ul style="list-style-type: none"> a) the crew structure (minimum 3 crew members not including pilots), b) the roles and responsibilities of each crew member c) the names and resumés of each crew member d) the names and resumés of backup crew members 		
M6.	<p>Pellet Collection Helicopter Pilot Experience</p> <p>The bidder must provide:</p> <ul style="list-style-type: none"> c) name and resumé of the primary helicopter pilot, and d) name and resumé of backup pilot 		
M7.	<p>The Bidder must describe its approach to the achievement of the deliverables defined in the Statement of Work. The approach must cover:</p> <ul style="list-style-type: none"> a) the aerial survey, including the type of aircraft (fixed wing or helicopter) to be used b) the caribou fecal pellet collection c) a detailed description of the techniques that will be used to prevent harassment and undue stress on wildlife, and 		

	d) project management		
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Rated Criteria

Item	Criteria	Maximum Score	Technical proposal reference
R1.	Aerial Surveys	70	
R1.1	<p>Bidder Experience</p> <p>The Bidder should describe the Project Manager's experience conducting aerial surveys for caribou by providing reference projects where the Project Manager was responsible for planning, conducting and reporting on caribou aerial surveys. Eligible projects must have been:</p> <p>a) completed in the last 5 years, and b) employed fixed-wing and/or rotary wing aircraft</p> <p>Rating Scheme</p> <p>*projects referenced under Mandatory criteria (M2) can be referenced here</p> <p>(10 pts) More than two reference projects are provided.</p> <p>(5 pts) Two reference projects are provided.</p> <p>(0 pts) Reference projects do not meet the criteria or the requested information is not provided by the bidder.</p>	10	
R1.2	<p>Bidder Experience</p> <p>The Bidder should describe its experience conducting aerial surveys in Ontario's Far North by providing reference projects where the Bidder was responsible for planning, and conducting aerial surveys in Ontario's Far North.</p> <p>Ontario's Far North is defined as the region within the province that is north of active forest management and permanent road network.</p>	10	

	<p>Eligible projects must have been:</p> <ul style="list-style-type: none"> c) completed in the last 5 years, and d) employed fixed-wing and/or rotary wing aircraft <p>Rating Scheme</p> <p>*projects referenced under Mandatory criteria (M2) and Rated criteria (R1.1) can be referenced here</p> <ul style="list-style-type: none"> (10 pts) More than two reference projects are provided. (5 pts) Two reference projects are provided. (0 pts) Reference projects do not meet the criteria or the requested information is not provided by the bidder. 		
R1.3	<p>Aerial Survey Crew Experience (excluding the Pilot)</p> <p>The bidder should provide a description of each surveillance crew member's knowledge, skills and expertise including:</p> <ul style="list-style-type: none"> a) Experience riding in rotary wing aircraft; and b) Observation skills and experience identifying wildlife sign from the air; and c) Experience and capable of locating and distinguishing the sign of caribou specifically and other ungulates and large mammals (i.e., moose, wolves) including: tracks, trails, feeding and resting sites <p>Rating Scheme</p> <ul style="list-style-type: none"> (30 pts) All crew members have provided two or more reference projects that demonstrate that they have all described knowledge, skills and expertise. 	30	

	<p>(20 pts) Two of the crew members are able to provide two or more reference projects that demonstrate that they have the described knowledge, skills and expertise.</p> <p>(10 pts) At least one of the crew members is able to provide two or more reference projects that demonstrate that they have the described knowledge, skills and expertise.</p> <p>(0 pts) The crew members do not have skills that meet the criteria or the requested information is not provided by the bidder.</p>		
<p>R1.4</p>	<p>Aerial Survey Pilot Experience (Fixed wing or helicopter)</p> <p>The bidder should provide for each aerial survey pilot (primary and backup):</p> <ul style="list-style-type: none"> a) The number of aerial survey projects (and number of missions) in the last two years that were flown as Pilot-in-Command (PIC) where at least half (50%) of the flying hours were in remote northern conditions (experience must match the proposed aircraft type i.e. helicopter or fixed-wing proposed for conducting aerial surveys); and b) where flights followed pre-determined transects <p>Rating Scheme</p> <p>For each pilot (primary and backup):</p> <p>(10 pts) More than 2 projects that meet both the criteria are provided.</p> <p>(5 pts) At least 2 projects that meet both the criteria are provided.</p>	<p style="text-align: center;">20</p>	

	(0 pts) Pilots do not meet either of these thresholds or the requested information is not provided by the bidder.		
R.2	Fecal Pellet Collection	70	
R2.1	<p>Bidder Experience</p> <p>The bidder should describe the Project Manager’s experience planning, conducting and reporting on the systematic collection of caribou fecal pellets by providing reference project(s). The eligible project(s) must have been:</p> <p>a) completed in the last 5 years; and</p> <p>b) required helicopter services to deliver personnel to and return from sites for ground operations of relatively short durations</p> <p>Rating Scheme</p> <p>(20 pts) More than one reference project is provided.</p> <p>(10 pts) One reference project is provided.</p> <p>(0 pts) Reference projects do not meet the criteria or the requested information is not provided by the bidder.</p>	20	
R2.2	<p>Helicopter Pellet Collection Crew (excluding pilot) Experience</p> <p>The bidder should describe each collection crew member’s knowledge, skills and expertise including:</p> <p>a) Experience riding in rotary wing aircraft; and</p> <p>b) Observation skills and experience identifying wildlife sign from the air and the ground; and</p> <p>c) Experience and capable of locating and distinguishing the sign of caribou specifically and other ungulates and large mammals (i.e., moose, wolves) including: tracks, trails, feeding and resting sites; and</p>	30	

	<p>d) Able to identify and distinguish caribou fecal pellets from those of other ungulates</p> <p>Rating Scheme</p> <p>(30 pts) Two or more crew members have provided two or more reference projects that demonstrate that they have all described knowledge skills and expertise.</p> <p>(20 pts) At least one of the crew members has provided two or more reference projects that demonstrate that they have all described knowledge, skills and expertise.</p> <p>(0 pts) The crew members do not have skills that meet the criteria or the requested information is not provided by the bidder.</p>		
R2.3	<p>Helicopter Pilot Experience</p> <p>The bidder should describe for each helicopter pilot (primary and back-up):</p> <p>a) the number of projects (and missions) in the last two years that were flown as PIC where at least half (50%) of the flying hours were in remote conditions; and</p> <p>b) where crew deployments involved hover exits, and/or exits under power at unprepared drop-off and pick-up locations</p> <p>Rating Scheme</p> <p>For each pilot (primary and backup):</p> <p>(10 pts) More than 2 projects that meet both the criteria are provided.</p> <p>(5 pts) At least 2 projects that meet both the criteria are provided.</p>	<p style="text-align: center;">20</p>	

	(0 pts) Pilots do not meet any of these thresholds or the requested information is not provided by the bidder.		
R.3	Approach	50	
R3.1	<p>The Bidder should describe its Risk Management Plan addressing at a minimum:</p> <ul style="list-style-type: none"> a) timing risks b) personnel risks c) safety risks d) quality control risks <p>Rating scheme:</p> <p>(20 pts) The Risk Management Plan includes a detailed description of the steps that will be undertaken to effectively address each of the potential risks. The Risk Management Plan is complete, realistic and feasible.</p> <p>(10 pts) The Risk Management Plan includes a description of the steps that will be undertaken to effectively address each of the potential risks. All risk categories are addressed but some are not clearly described with sufficient detail. The approach is realistic and feasible.</p> <p>(5 pts) The Risk Management Plan includes a description of the steps that will be undertaken to effectively address each of the potential risks, but is a) missing one of the risk categories; OR b) some steps are not realistic or feasible.</p> <p>(0 pts) The Risk Management Plan is incomplete (missing</p>	20	

	steps), not realistic or not feasible.		
R3.2	<p>The Bidder should describe the proposed logistical approach to systematic aerial surveys and pellet collection following the protocol provided</p> <p>a) Provide map(s) to support the described logistical approach</p> <p>Rating scheme:</p> <p>(30 pts) The approach includes a detailed description of the steps that will be undertaken to meet each deliverable in the Statement of Work. Maps are provided and clearly illustrate the proposed work plan (field travel and logistics). The approach is complete, realistic and feasible.</p> <p>(20 pts) The approach includes a description of the steps that will be undertaken to meet each deliverable in the Statement of Work. Maps are provided to support the description of some key steps. All key steps are included but some steps are not clearly described with sufficient detail. The approach is realistic and feasible.</p> <p>(10 pts) The methodological approach includes a description of the steps that will be undertaken to meet each deliverable in the Statement of Work, but is a) missing a key step; b) some steps are not realistic or feasible; OR c) does not include map(s).</p> <p>(0 pts) The methodological approach is incomplete</p>	30	

	(missing steps), not realistic or not feasible.		
	Maximum Points Available	190	
	Minimum Points Required	110	
	TOTAL		

PART 5 - CERTIFICATIONS

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

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

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

5.1. Certifications Required Precedent to Contract Award

5.1.1 Integrity Provisions - Associated Information

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

5.1.2. Federal Contractors Program for Employment Equity - Bid Certification

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

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

5.2. Additional Certifications Required Precedent to Contract Award

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

5.2.1. Status and Availability of Resources

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

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

5.2.2. Education and Experience

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

PART 6 – Insurance Requirements

6.1. 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 (at contract award, delete this line)

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

Title: *(insert only at contract award)*

7.1. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex A and the Contractor's technical bid entitled _____, dated _____.

7.2. Standard Clauses and Conditions

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

7.2.1 General Conditions

2035 (2020-05-28), General Conditions - Professional Services (High Complexity), apply to and form part of the Contract.

7.2.2 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract: _____

7.3. Security Requirement

7.3.1 There is no security requirement applicable to this Contract.

7.4. Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from date of Contract award to 30 April 2022 inclusive.

7.5. Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Megan Filliol
Title: Team Manager – Procurement Operations Atlantic
Environment and Climate Change Canada
Procurement and Contracting Division
Address: 17th Floor, 45 Alderney Drive, Dartmouth NS B2Y 2N6

Telephone: 902-600-6216
E-mail address: megan.filliol@ec.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.

7.5.2 Technical Authority *(insert only at contract award)*

The Technical Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____ - ____ - _____
Facsimile: ____ - ____ - _____
E-mail address: _____

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

7.5.3 Contractor's Representative *(Fill in or delete as applicable)*

7.6. Proactive Disclosure of Contracts with Former Public Servants

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

7.7. Payment

7.7.1 Basis of Payment

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

7.7.2 Limitation of Expenditure

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

7.7.3 SACC Manual Clauses

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

7.7.4 Time Verification

C0711C (2008-05-12) Time Verification

7.8 Invoicing Instructions

7.8.1 Single Payment

7.8.1.1 The Contractor must submit invoices monthly in accordance with the section entitled "Invoice Submission" of the general conditions.

7.8.1.2 Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

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

7.9. Certifications and Additional Information

7.9.1 Compliance

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

7.10. Applicable Laws

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

7.11. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2020-05-28);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) the Contractor's bid dated _____, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award:*"), as clarified on _____" **or** ",as amended on _____" *and insert date(s) of clarification(s) or amendment(s)*).

7.12. Insurance Requirements – Specific requirement

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.13. Dispute Resolution

(a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.

(b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.

(c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.

(d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

ANNEX “A” STATEMENT OF WORK

Title: Caribou Fecal DNA Surveys

1. Background

The Ring of Fire (ROF) is an area of planned chromite mining and smelting development in Ontario’s Far North. The ROF is located in the Hudson Plains ecozone in the midst of some of the world’s largest peatland/wetland ecosystems and intact boreal forest. Development in the area is expected to proceed through potentially dozens of separate projects.

The Ring of Fire mining footprint falls within the federal boreal caribou Far North Range (ON9). Baseline information is required for boreal caribou in the Far North Range. The results will be used to assess the incremental impact of planned and future individual projects as well as to inform boreal caribou conservation efforts.

2. OBJECTIVE

The objective of this contract is to collect sufficient caribou fecal pellets in the Far North Range to allow ECCC to conduct genetic analysis for the purpose of evaluating a range of population parameters for boreal caribou in the Ring of Fire region.

3. SCOPE OF WORK

The Contractor must conduct aerial winter distribution surveys and collection of fecal pellets across the boreal caribou Ozhiski Range according to the study design approved by ECCC.

The contractor must follow the Protocol for fecal DNA collection (see Appendix A).

Prior to commencing fieldwork, the Contractor must participate in technical meetings with ECCC to confirm the proposed field study design. The study design must outline the proposed objectives, field and analytical methods, and timeline.

Given the number of variables that may influence the performance of the work, the Contractor must collaborate closely with the Project Authority with respect to the specific activities to be performed and their scheduling.

Appendix B identifies 2 Study Areas across the Far North Range. Study Area 2 defines the complete Area, while study Area 1 delineates the area of primary focus. ECCC will determine the extent of the work to be undertaken.

All work is to be completed in the months of February and March, 2022.

Attendance at meetings will be virtual via teleconference or videoconference.

3.1 Contractor Tasks

At a minimum, the Contractor must:

- Secure and support two survey teams as follows
 - 1) Fixed-wing or helicopter crew to carry out the aerial surveys; and

- 2) Helicopter crew to collect caribou fecal pellets.
- Arrange for provision of appropriate aircraft (fixed-wing and/or helicopter), qualified pilots, storage of fuel, aircraft safety equipment, and aircraft equipment necessary to the survey (not already provided by the aircraft owners).
 - Arrange for use of aircraft landing strips and other travel logistics.
 - Arrange for necessary accommodation of crew members during the survey.
 - Store frozen samples and deliver them to ECCC staff at the National Wildlife Research Center in Carleton University, Ottawa, within 14 days of collection or March 31, 2022, whichever is earliest.

3.2 Equipment and Supplies

The Contractor must provide all equipment and supplies necessary to complete the work, including but not limited to:

- GPS instruments,
- communication devices,
- recording devices,
- maps,
- survival gear,
- aircraft safety gear,
- sterilized sample bags,
- sterile wooden collection sticks,
- labels,
- coolers for temporary storage of pellet samples, and
- freezer storage prior to delivery of samples to Environment and Climate Change Canada.

3.3 Constraints

1. Surveys must take place in the winter months of 2022 (February to March) when there is sufficient snow cover (minimum 30 cm).
2. Weather conditions may affect survey timing, progress, length and completion.
3. Factors to consider: ferrying time and distance; search effort and sample quality; staff accommodation costs; staff fatigue and safety.
4. Pilot and crew performance should also be considered, and exemplify the need for experience.
5. Performance can affect the quality of survey, and the ability to successfully complete it.
6. The Contractor must ensure that all members of its survey crew should be intimately familiar with, and prepared to follow, laws prohibiting wildlife harassment, and employ techniques for preventing harassment and undue stress on wildlife encountered during all flights.

3.4 COVID-19 Planning and Considerations

Many locations and services may be restricted as a result of COVID-19 regulations and practices. This may include: access to landing strips/airports, fuel storage, and accommodation for staff.

The Contractor must:

- Follow advice provided by relevant local health authorities.
- Describe the appropriate precautions that will be taken to prevent the spread of COVID-19.

4. Project Timeline

Item	Due Date
Preliminary Meeting – attend an initial planning meeting	Within one week of contract award
Technical Meetings – participate in meetings with ECCC to confirm the proposed field study design	Prior to start of work
Field Check-in – weekly check-ins (with additional check-ins as needed, e.g., weather delays), with the Scientific Authority throughout the field season to report on progress and discuss changes to field schedule as needed	Minimum weekly throughout field component February and March 2022
Aerial Surveys – submission of aerial survey field data forms	March 31, 2022
Pellet Collection – delivery of frozen samples to ECCC and submission of pellet collection forms	March 31, 2022
Final Report – provide a written report that describes all completed fieldwork and submit associated data	April 30, 2022

5. Language

All reports are to be delivered in English.

APPENDIX A to Annex A – Ontario Boreal Caribou Fecal Pellet Collection Protocol

Two-stage Winter Aerial Surveys

The Two-stage winter distribution survey must be conducted in February and / or March 2022 across the Far North Range. The first stage is a aerial survey, using either fixed-wing aircraft or helicopter following pre-established parallel transects spaced at 10 km intervals. Observers record observations and evidence of the presence of caribou and other incidental observations (e.g., moose, wolves and wolverine). The second stage is the sampling by helicopter of caribou fecal pellets at feeding/cratering sites identified during the aerial survey.

The study design must be based on the methods as follows:

1. Aerial Surveys:

- 1) The sample area(s) must be surveyed using previously identified, mapped flight lines that are 10 kilometers apart, at a height of approximately 600 feet AGL (above ground level), at a speed between 90 and 110 knots, to allow observers to identify caribou tracks and cratering areas.
- 2) A flight schedule must be prepared to select daily maximum flight distances that will reduce the likelihood of observer fatigue.
- 3) All observations of caribou, caribou tracks or caribou cratering areas must be logged on the GPS. If caribou are seen, indicate on the provided electronic data form (Appendix C), the number of animals and age/sex if possible without interfering with the reconnaissance flight. Indicate if the caribou sign is fresh (crisp tracks/cratering) or older (tracks melted out or windblown and lacking in definition), to assist prioritizing the collection sites.
- 4) Data must be compiled from the survey flights in preparation for pellet collection sites selection.

2. Pellet Collection Sites Selection:

- 1) Review activity sites identified by the survey flights in order to select sites for pellet collection, evenly distributed across survey area (see #2 below). Sites need to be visited shortly following the survey flight to ensure that the observed tracks/cratering areas can be re-discovered. Fresh snow can cover sites and hide caribou sign.
- 2) Where several sites are clustered within 1km apart, and where there are obvious trail connections and other evidence of the same group using the area, select one site for sampling.
- 3) Search for freshest possible cratering and beds, preferentially or a concentration of trails and find a place to land within 500m of the collection site. If unable to land and collect pellets, move on to the next collection site.

- 4) From the air, search for caribou signs, and if located take a GPS waypoint, count and estimate group composition if possible (record in GPS and field data sheet, in a separate row from the pellet collection information). Each crew member should also study and attempt to identify wildlife sign to help distinguish caribou from other animal sign such as moose, wolf, etc.
- 5) For each potential collection site, estimate the number of caribou (from the air and on the ground) based on trails, beds, cratering, etc.

3. On The Ground:

- 1) The helicopter crew will survey the area to ensure no caribou are present before landing. To ensure no disturbance to caribou in the area the crew will not land within 1km of animals observed in open areas (lakes) or within 500m of any animals observed in forested areas.
- 2) The crew must first establish that this is a site used by caribou – look for tracks to verify. Take note if there is combined caribou and other ungulates sign. If the sign indicates it is not caribou, do not collect pellets.
- 3) Once verified that the site was used by caribou, crew may begin searching for and collecting pellet samples by spreading out, taking different trails to cratering sites in an effort to cover the area as completely as possible and avoid duplicating samples from one animal.
- 4) For each collection site, estimate the number of caribou based on trails, beds, cratering, etc. Based on this estimate you should aim to collect as a crew, 1.5 times as many pellet samples at the site distributed throughout the activity area. This will help to ensure as complete sampling of caribou present as possible.
- 5) Upon decision to collect pellets, take a GPS waypoint at location of collection site, save on GPS unit and begin filling in field provided pellet collection data sheet with available information.
- 6) For each sample collect approximately 20-30 pellets, preferentially from pellet clumps (patties) rather than individual pellets dropped along a trail. Do not collect pellet clumps that have melted together or do not have distinguishable pellets. Samples should be placed in Nasco Whirlpaks (710ml, 3mil) Bags. **Ensure that the samples are not contaminated with human DNA. Do not touch samples, inside of sample bags, or the end of sticks/chopsticks used for collecting pellets. Use sticks/chopsticks for one sample only. Do not crush pellets. Keep snow in bags so samples do not dry out – drying degrades the quality of the DNA. Ensure pellets remain frozen after collection and prior to storage – melting degrades the quality of the DNA and sample cannot be used for DNA analysis.**
- 7) Once a sample is collected, place the stick upright in the snow to mark that a sample has been taken from that spot. Close the sample bag and LEGIBLY mark **date (day/month/year), site number (including crew identifier), your Initials and sample number** on the sample bag, i.e. 27/02/2013 – A1 – TT – 2.
- 8) Once you have collected enough pellet samples, or exhausted your efforts to find samples, place all individual samples in a site bag. Mark the **Site Number (including crew identifier), Number of Samples collected, Date, and GPS**

LOCATION on each Site Bag (i.e. A1 – 10 – 27/02/2013 – N259039/E642330). **Site number must be unique.** If there are multiple crews, each should use a different letter identifier. Site number should not overlap (e.g. Crew 1 samples 5 sites on day 1, 4 sites on day 2 – sample sites are named A1-A5 for day 1 and A6-A9 for day 1. Crew 2 samples 3 sites on day 1 and 5 sites on day 2 – sample sites are named B1-B3 for day 1 and B4-B8 for day 2.

- 9) On return to base, store samples in coolers outside or in a freezer where they will stay frozen (minimum -20 degrees C). They must not be allowed to thaw, as this degrades the quality of the DNA.

4. Data and Pellet Sample Transfer:

- 1) Shapefiles for survey maps must be provided to ECCC with the following key identifying inputs: species observed, tracks observed, flight lines, sample locations, site visit results.
- 2) Transfer data from data sheet and sample bags for each sample collected to the pellet collection spreadsheet (Appendix D).
- 3) Pellet samples must be transferred to ECCC by prior arrangement to ensure samples remain frozen.

APPENDIX B to Annex A- Collection Area Diagrams



Figure 1 In 2014, the province of Ontario identified six Ranges to replace the federal Far North (ON9) range. The boundary of the provincial Ozhiski Range is the proposed study area for this project. [Figure from *Ministry of Natural Resources & Forestry (MNRF), 2014. State of the Woodland Caribou Resource Report. Species at Risk Branch, Thunder Bay, Ontario. + 156 pp.*]

Study Area 1

Study Area 1 is the full extent of the Ozhiski Range (see Figure 2). Transects are spaced by 10km for a total transect length of 4,403km.

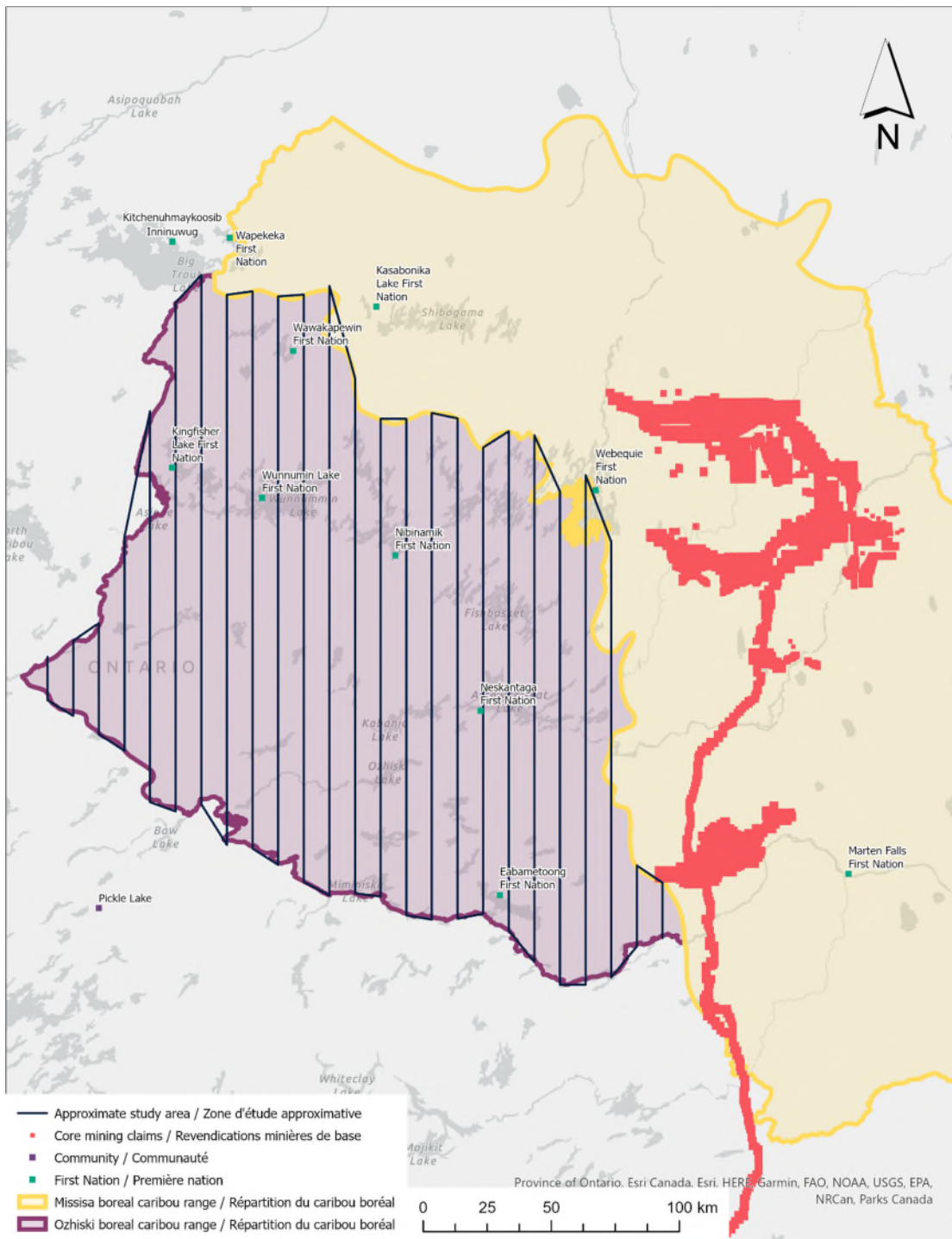


Figure 2 Proposed flight lines for the core study area (Study Area 1), spaced at 10 km for a total distance of 4,403 km.

Study Area 2

Study Area 2 is the full extent of the Ozhiski Range (see Figure 2) as well as an additional 1300km of transects to be flown in the adjacent Misissa and/or Nipigon ranges (see Figure 1) for a total transect length of 5,703 km.

APPENDIX C to Annex A – Sample Aerial Survey Form

Note: the table below is to provide the various data elements to be collected. The format may be altered for easier recording (e.g, columns and rows transposed)

Sample Date \ Time	06-Feb-21	06-Feb-21	06-Feb-21	06-Feb-21	06-Feb-21
Garmin GPS Waypoint Number	3	5	7	8	9
Crew Name	Recon	Recon	Recon	Recon	Recon
Direction of Travel	N	N	N	S	N
Side of the Aircraft	W	W	E	W	W
Observation Category	Fresh	Fresh	Fresh	Fresh	Fresh
Confidence	Low	High	High	High	High
Descriptive Notes \ Comments	Caribou; Tracks	Moose; Visual; 1 individual	Caribou; Cratering	Caribou; Tracks	Moose; Visual; 1 individual
Number of Caribou			Estimated 4	Estimated 3	
Latitude	-	-	-	-	-
Longitude	-	-	-	-	-
Result	other	moose	caribou	caribou	moose
Result Comments	snow event - could not confirm - area re flown	non-target species; 1 individual	Site ID: B-001; n=9	Site ID: B-002; n=5	non-target species
Status	not completed	not completed	completed	completed	not completed

APPENDIX D to Annex A – Sample Pellet Collection Form

Note: the table below is to provide the various data elements to be collected. The format may be altered for easier recording (e.g, columns and rows transposed)

<i>Sample Code</i>	<i>Sample ID</i>	<i># of Samples Collected</i>	<i>Estimated # of Caribou Present</i>	<i># of Caribou Seen</i>	<i>Notes</i>	<i>Local Area</i>	<i>Site Description</i>	<i>Latitude</i>	<i>Longitude</i>	<i>Datum</i>
RP-002	A-012-RP-002	5	4	0	Nearest Recon WPT: 545; Fresh tracks and craters, recon saw BOCA here (x4)		Lake			
JM-004	A-019-JM-004	12	8	0	Nearest Recon WPT: 127;		CO 30%			
BV-002	A-045-BV-002	8	5	0	Nearest Recon WPT: 145		CO 15%			
AC-004	A-052-AC-004	11	7	7	Nearest Recon WPT: 106 and 107 equidistant		CO 45%			
TA-002	B-002-TA-002	5	3	0	Nearest Recon WPT: 314;		CO 60%			
LM-004	B-004-LM-004	10	6	0	Nearest Recon WPT: 328;		Wetland			

ANNEX "B" BASIS OF PAYMENT

(to be completed at contract award)

ANNEX "C" INSURANCE REQUIREMENTS

Aviation Liability Insurance

1. The Contractor must obtain Aviation Liability Insurance for Bodily Injury (including passenger Bodily Injury) and Property Damage, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$5,000,000 per accident or occurrence and in the annual aggregate.
2. The Aviation Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - c. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - d. Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - e. Employees and, where applicable, Volunteers must be included as Additional Insured.
 - f. Aviation Passenger Liability and inclusive Medical Payments: If sub-limits are applicable to Contractor's policy conforming to international carriage agreements or otherwise, such sub-limits must in any event be, not less than, \$300,000 per person. The per accident limit should be no less than \$300,000 multiplied by the number of passengers.
 - g. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - h. Employers Liability (unless we have confirmation that all employees are covered by Worker's compensation WSIB or similar program)
 - i. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s. 1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal

strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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