



<p>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:</p> <p>Bid Receiving - Environment Canada / Réception des soumissions – Environnement Canada</p> <p>soumissionsbids@ec.gc.ca</p> <p>BID SOLICITATION DEMANDE DE SOUMISSIONS</p> <p>PROPOSAL TO: ENVIRONMENT CANADA</p> <p>We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.</p> <p>SOUSSION À: ENVIRONNEMENT CANADA</p> <p>Nous offrons d'effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s).</p>	<p>Title – Titre Invasive Species Management using Targeted Browsing</p>	
	<p>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP 5000073618</p>	
	<p>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) 2024-03-27</p>	
	<p>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)</p> <p>at – à 3:00 p.m. on – le 2024-04-19</p>	<p>Time Zone – Fuseau horaire Eastern Daylight Time (EDT)</p>
	<p>F.O.B – F.A.B Destination</p>	
	<p>Address Enquiries to - Adresser toutes questions à James Molinski james.molinski@ec.gc.ca</p>	
	<p>Telephone No. – N° de téléphone</p>	<p>Fax No. – N° de Fax</p>
	<p>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ) 2026-03-31</p>	
	<p>Destination of Services / Destination des services Alberta</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>	



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TITLE: Invasive Species Management using Targeted Browsing

PART 1 – GENERAL INFORMATION

1.1 Security Requirement

There is no security requirement applicable to the requirement

1.2 Statement of Work

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

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 PSPC/PWGSC [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 (2023-06-08) 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

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

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

Delete: In their entirety

Insert: “Deleted”

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

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

Insert: “Deleted”

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

Delete: In its entirety

Insert: “Deleted”

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

Delete: “sixty (60) days”



Insert: “one hundred and twenty (120) days”

Insert:

Technical Difficulties of Bid Transmission

Despite anything to the contrary in (05), (06) or (08) of the Standard Instructions, where a Bidder has commenced transmission of its bid through an electronic submission method (such as facsimile or Canada Post Corporation's (CPC) Connect service, or other online service) in advance of the bid solicitation closing date and time, but due to technical difficulties, Canada was unable to receive or decode the entirety of the Bid by the deadline, Canada may nonetheless accept the entirety of the Bid received after the bid solicitation closing date and time, provided that the Bidder can demonstrate the following:

- (i) The bidder contacted Canada in advance of the bid solicitation closing date and time to attempt to resolve its technical difficulties; OR
- (ii) The electronic properties of the Bid documentation clearly indicate that all components of the Bid were prepared in advance of the bid solicitation closing date and time.

Completeness of the Bid

After the closing date and time of this bid solicitation, Canada will examine the Bid to determine completeness. The review for completeness will be limited to identifying whether any information submitted as part of the bid can be accessed, opened, and/or decoded. This review does not constitute an evaluation of the content, will not assess whether the Bid meets any standard or is responsive to all solicitation requirements, but will be solely limited to assessing completeness. Canada will provide the Bidder with the opportunity to submit information found to be missing or incomplete in this review within two business days of notice.

Specifically, the bid will be reviewed and deemed to be complete when the following elements have been submitted by the bidder:

1. That certifications and securities required at bid closing are included.
2. That bids are properly signed, that the bidder is properly identified.
3. Acceptance of the terms and conditions of the bid solicitation and resulting contract.
4. That all documents created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.
5. All certifications, declarations and proofs created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.

2.2 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.

2.3 Former Public Servant – Competitive Bid

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



with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- a. name of former public servant;



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

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) 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.

2.5 Applicable Laws

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

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.

2.6 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 electronic copy)

Section II: Financial Bid (1 electronic copy)

Section III: Certifications (1 electronic copy)

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: James Molinski
Solicitation Number: 5000073618

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 Sheet 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 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 in accordance with the Financial Bid Presentation Sheet in Attachment 1 to Part 3.

- 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**

The Bidder must complete this Financial Bid Presentation Sheet and include it in its financial bid.

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.

The “Estimated Number of Cycles” listed in Table 1 – Table 3 below, is for evaluation purposes only during the solicitation process and is an estimate provided in good faith.

If a bidder alters the “Estimated Number of Cycles” listed in Table 1 – Table 3 below, its bid will be deemed non-responsive.

Only information provided in the tables below will be considered by Canada

Table 1:

Initial Contract Period 1: Contractor Award – March 31, 2025			
Requirement	Estimated Number of Cycles (A)	Price per Cycle (B)	Price
Price to enable goats to browse the 26.7 ha fields	2	\$ _____	\$ _____ (C) (A x B = C)
Price to provide Report + Map/GPS Data		\$ _____	(D)
Total Price for Table 1 Excluding applicable taxes		\$ _____	(E) (C + D = E)

Table 2:

Initial Contract Period 2: April 1, 2025 – March 31, 2026			
Requirement	Estimated Number of Cycles (A)	Price per Cycle (B)	Price
Price to enable goats to browse the 26.7 ha fields	2	\$ _____	\$ _____ (C) (A x B = C)
Price to provide Report + Map/GPS Data		\$ _____	(D)
Total Price for Table 2 Excluding applicable taxes		\$ _____	(E)



Table 3:

Option Period 1: April 1, 2026 – March 31, 2027			
Requirement	Estimated Number of Cycles (A)	Price per Cycle(B)	Price
Price to enable goats to browse the 26.7 ha fields	2	\$ _____	\$ _____ (C) (A x B = C)
Price to provide Report + Map/GPS Data		\$ _____ (D)	
Total Price for Table 3 Excluding applicable taxes		\$ _____ (E)	

Table 4:

Estimated Price Summary	
Total Evaluated Bid Price, excluding applicable taxes Table 1 + Table 2 + Table 3	\$ _____
Applicable Taxes	\$ _____
Total Price including applicable taxes	\$ _____



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Technical Evaluation

Except where expressly provided otherwise, the experience described in the bid must be the experience of the Bidder itself (which includes the experience of any companies that formed the Bidder by way of a merger but does not include any experience acquired through a purchase of assets or an assignment of contract). The experience of the Bidder's affiliates (i.e. parent, subsidiary or sister corporations), subcontractors, or suppliers will not be considered.

1.1.1 Mandatory Technical Criteria

Mandatory criteria are assessed on a simple pass/fail basis. Bids that fail to meet any of the mandatory criteria will be considered non-responsive.

Mandatory Technical Evaluation Criteria are included in Attachment 1 to Part 4.

1.2 Financial Evaluation

1.2.1 Evaluation of Price

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

2. Basis of Selection

2.1 Basis of Selection - Mandatory Technical Criteria

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 will be recommended for award of a contract.



ATTACHMENT 1 TO PART 4

MANDATORY TECHNICAL CRITERIA

COMPLIANCE MATRIX - MANDATORY REQUIREMENTS (CRITERIA)

Number		Mandatory Technical (M) Criteria	Performance Specification Met? Bidder must indicate either Yes/No	Cross Reference: In this column, Bidders should cross-reference where this performance specification is indicated in their supporting documents.
M1		<p>The Bidder must have a minimum of three (3) *years of **recent experience performing ***targeted browsing work for the purpose of weed reduction using goats.</p> <p>* One (1) year of experience is defined by conducting targeted browsing for at least three months during a calendar year's plant growing season</p> <p>**Recent is defined as within the last ten (10) years as of date of bid closing.</p> <p>***Target browsing is defined as a method of weed control in which goats are selectively applied and rotated throughout weed-affected areas.</p> <p>Experience cannot overlap. In situations in which the Bidder worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the length of experience.</p> <p>In order to demonstrate this experience, the Bidder must complete the Bidder's Experience Table found at Attachment 2 to Part 4, or provide the equivalent information.</p>		



ATTACHMENT 2 TO PART 4

BIDDER'S TARGET BROWSING EXPERIENCE TABLE

The Bidder may add additional rows as required

Bidder's Target Browsing Experience Table	
Experience 1	
Client (name of the person/company/organization the targeted browsing services were performed for):	
Client's Contact Name	
Client's Contact Phone Number or Email	
Start Date:	
End Date:	
Experience related to Target Browsing	
Experience 2	
Client (name of the person/company/organization the targeted browsing services were performed for):	
Client's Contact Information (contact name, telephone number and/or email address):	
Start Date:	
End Date:	
Experience related to Target Browsing	
Experience 3	
Client (name of the person/company/organization the targeted browsing services were performed for):	
Client's Contact Information (contact name, telephone number and/or email address):	
Start Date:	
End Date:	
Experience related to Target Browsing	



PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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 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 declaration form available on the [Forms for the Integrity Regime](#) website, to be given further consideration in the procurement process.

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 available from Employment and Social Development Canada (ESDC) - Labor'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 Precedent to Contract Award

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 - RESULTING CONTRACT

Title: Invasive Species Management using Targeted Browsing

6.1 Security Requirement

There is no security requirement applicable to the requirement

6.2. Statement of Work

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

6.3. 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](#) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

[2010B](#) (2022-12-01) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

General conditions 2010B is modified as follows:

At Section 12 Transportation Costs

Delete: In its entirety

Insert: "Deleted"

At Section 13 Transportation Carriers" Liability

Delete: In its entirety.

Insert: "Deleted"

At Section 18, Confidentiality:

Delete: In its entirety

Insert: "Deleted"

Insert Subsection: "36 Liability"

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

At Section 06 Subcontracts

Delete: paragraphs 1, 2, and 3 in their entirety.

Insert: "The Contractor may subcontract the supply of goods or services that are customarily subcontracted by the Contractor. Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon Canada to a subcontractor. In any subcontract, the Contractor agrees to bind the subcontractor by the same conditions by which the Contractor is bound under the Contract, unless the Contracting Authority agrees otherwise, with the exception of requirements under the Federal Contractors Program for employment equity which only apply to the Contractor."



At Section 19 Copyright

Delete: In its entirety

Insert: 1.

In this section:

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

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

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

2. Material that is created or developed by the Contractor as part of the Work under the Contract belongs to Canada. The Contractor must incorporate the copyright symbol and either of the following notices, as appropriate: © His Majesty the King in right of Canada (year) or © Sa Majesté le Roi du chef du Canada (année).

3. At the request of the Contracting Authority, the Contractor must provide to Canada, at the completion of the Work or at such other time as the Contracting Authority may require, a written permanent waiver of moral rights as defined in the [Copyright Act](#), R.S., 1985, c. C-42, in a form acceptable to the Contracting Authority, from every author that contributed to the Work. If the Contractor is an author, the Contractor permanently waives the Contractor's moral rights.

4. All Intellectual Property Rights in the Material belongs to Canada as soon as they come into existence. The Contractor has no right in or to any such Intellectual Property except any right that may be granted in writing by Canada.

5. The Contractor also grants to Canada a non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free license to use the Background Information to the extent that this information is required by Canada to exercise its rights to use the Material. This license cannot be restricted in any way by the Contractor providing any form of notice to the contrary, including the wording on any shrink-wrapped license attached to any deliverable.

6. No restrictions other than those set out in this section must apply to Canada's use of the Material or of translated versions of the Material.

6.3.2 Supplemental General Conditions

[4007](#) (2022-12-01), Canada to Own Intellectual Property Rights in Foreground Information apply to and form part of the Contract.

6.4. Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2026 inclusive.

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one additional one year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at any time before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5. Authorities



6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: _____
Title: _____
Environment and Climate Change Canada
Procurement and Contracting Division
Address: _____
Telephone: ____-____-_____
E-mail address: _____

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.

6.5.2 Technical Authority

The Technical Authority for the Contract is:

Name: _____
Title: _____
Environment and Climate Change Canada
Canadian Wildlife Service
Address: _____
Telephone: ____-____-_____
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.

6.5.3 Contractor's Representative

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: ____-____-_____
E-mail address: _____

6.6. 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 of the Treasury Board Secretariat of Canada.

6.7. Payment

6.7.1 Basis of Payment



In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ _____ (insert the amount at contract award). Customs duties are _____ (insert "included", "excluded" OR "subject to exemption") and Applicable Taxes are extra.

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

6.7.2 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.

6.8. Invoicing Instructions

6.8.1 Monthly Payments

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

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

6.9. Certifications and Additional Information

6.9.1 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.

6.10. Applicable Laws



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

6.11. 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 supplemental general conditions 4007 (2022-12-01)
- (c) the general conditions 2010B (2022-12-01), Professional Services (medium complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (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)).

6.12. Insurance

6.12.1 Insurance Requirements – No Specific requirement

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

6.13. Dispute Resolution

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

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.

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.

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: Invasive Species Management using Targeted Browsing

1. Background

The Meanook National Wildlife Area (NWA) located 10 km south of Athabasca, Alberta is a 213.9 ha protected area that was established to protect a representative area of mixedwood forest in the boreal transition zone. Historically, fields were created for cereal and forage production prior to the lands becoming an NWA. Since being established as an NWA, most activities were ceased on the lands to allow the fields to naturally re-vegetate and eventually return to forest habitat types.

Some of the smaller old fields have successfully turned into young forests, but the remaining field areas are currently dominated by invasive and non-native species which are limiting natural forest establishment and encroaching onto neighboring lands. Common Tansy and Ox-eye Daisy are the most prevalent invasive species in the fields and have shown signs of continued expansion over the years. The presence of these non-native species contributes to reduced ecological health of the NWA, prevents and slows native vegetation from expanding, and can create conflict with neighbors and local stakeholders.

The NWA is actively utilized by several species of wildlife, so alternative methods to spraying herbicides is the preferred first step to reducing the cover of invasive species. Other organizations have seen some success utilizing targeted browsing by goats for controlling invasive species, so we would like to pursue this method of invasive species control. In 2022 we were able to implement one year project using goats where they browsed a total of 26.7 ha in 28 days. Generally, for targeted browsing to be most effective 2-3 cycles of browsing a season are needed over several years, so the objective of this contract is to browse for at least 2 cycles each year for 2 more years.

2. Objective

The Objective of the Work is to obtain the service of a qualified contractor with the expertise and resources to utilize goats for targeted browsing to reduce the cover and distribution of invasive vegetative species (specifically Common Tansy and Ox-eye Daisy) within the Meanook NWA. Environment and Climate Change Canada (ECCC) staff will assess the results of the reports to document the effectiveness of goats to control weeds like ox-eye daisy and common tansy through a comparison of treatment and control fields and will guide ECCC's decisions on continuing or terminating this method of invasive species control in the future. In 2022 there was a pilot goat grazing contract completed. The intent of this project would be to continue a similar grazing program during the summer months for each year of the Contract, resulting in a cumulative three years of targeted browsing, although not consecutive.

3. Reference Documents

- Appendix 1 to Annex A: Meanook NWA map showing fields to receive targeted browsing
- Appendix 2 to Annex A Meanook NWA map showing potential location for base operations
- Appendix 3 to Annex A Location of Meanook NWA in Alberta
- 2020 Biodiversity Goals and Targets for Canada, Target 11: Invasive Alien Species (<https://www.biodivcanada.ca/national-biodiversity-strategy-and-action-plan/2020-biodiversity-goals-and-targets-for-canada/canada-target-11>)
- Alberta Weed Control Act (2008)

4. Tasks

The Contractor must:



1. Making the necessary arrangements to travel to and from the Meanook NWA.
2. Setting up a sufficient base camp for operating the targeted browsing program on the NWA with guidance from ECCC staff or identifying and implementing a suitable alternative.
3. Providing appropriate animal care to animals used for the operation of the project including, but not limited to: providing water sources, food, health care, and shelter.
4. Herding goats so that they are browsing targeted invasive species with a priority being given to Common Tansy and Ox-eye Daisy, throughout the fields and locations identified in the contract.
5. Tracking the areas that are browsed by the goats for reporting purposes and to inform and direct post treatment monitoring.
6. Reporting on targeted browsing progress at the start, during (mid-way each treatment visit), and after the targeted browsing is applied to the NWA.

5. Deliverables and Timeline

The Contractor will provide service to ECCC by operating the targeted browsing program. The Contractor will provide the necessary labor, materials, equipment, and knowledge to perform the targeted browsing practices in order to achieve CWS’s goals of reducing the cover of invasive species including Common Tansy and Ox-eye Daisy. The proposed activities and timelines are as follows:

Activity	Delivery/Milestones	Timeline
1.	Provide an approximate schedule of when the goats enter the site and when and where they are rotated within the NWA. Three fields are planned to be browsed totaling 26.7 ha (see Appendix 1 to Annex A).	By June 30 of each year or earlier provided that a minimum of two weeks notice is given prior to goats arriving onsite
2.	Get goats and all necessary equipment on the Meanook NWA to implement the targeted browsing program. At least 2 cycles of browsing to occur throughout the summer.	The first cycle of browsing should occur no later than July 31 of each year (to be determined by time of flowering and seed formation in targeted plant species). Contractor and technical authority to determine this date annually.
3.	Provide periodic updates to CWS lead on the progress of the browsing program within the Meanook NWA.	At minimum once a week while goats are onsite
4.	Provide map and/or GPS tracks of the browsed areas along with their completed browsing dates.	By October 31 of each year
5.	Provide brief report (1-2 pages) detailing methodology, each year’s progress, any deviations from the schedule identified in Activity 1, challenges which arose, and recommendations to CWS lead.	Draft by December 31; final report by January 31 of each year

6. Departmental Support

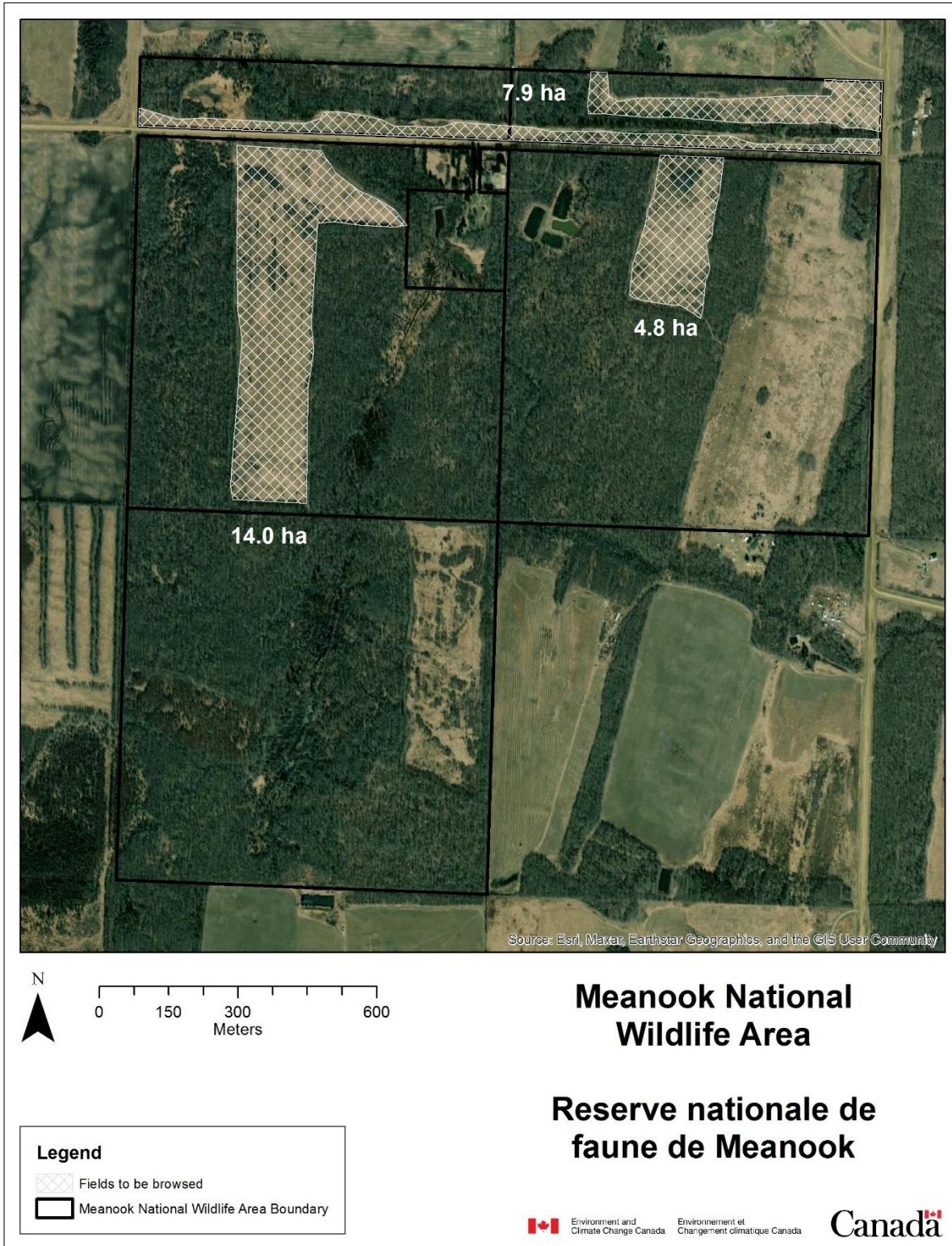
ECCC employees will engage with the Contractor on developing the plan for targeted browsing, identify the most ideal location for the base of operations (if needed) and general access on the NWA, provide the necessary background and supporting documents about the NWA, and provide an NWA Permit for the Contractor to conduct work in ECCC’s Meanook NWA for the duration of the contract.

7. Location

The work will be performed within Meanook NWA, located 10 km south of Athabasca, Alberta and 130 km north of Edmonton. There is a small parcel of land within the NWA that is owned by Natural Resource Canada (NRCAN), where access will not be permitted (Refer to APPENDIX 2 TO ANNEX A).

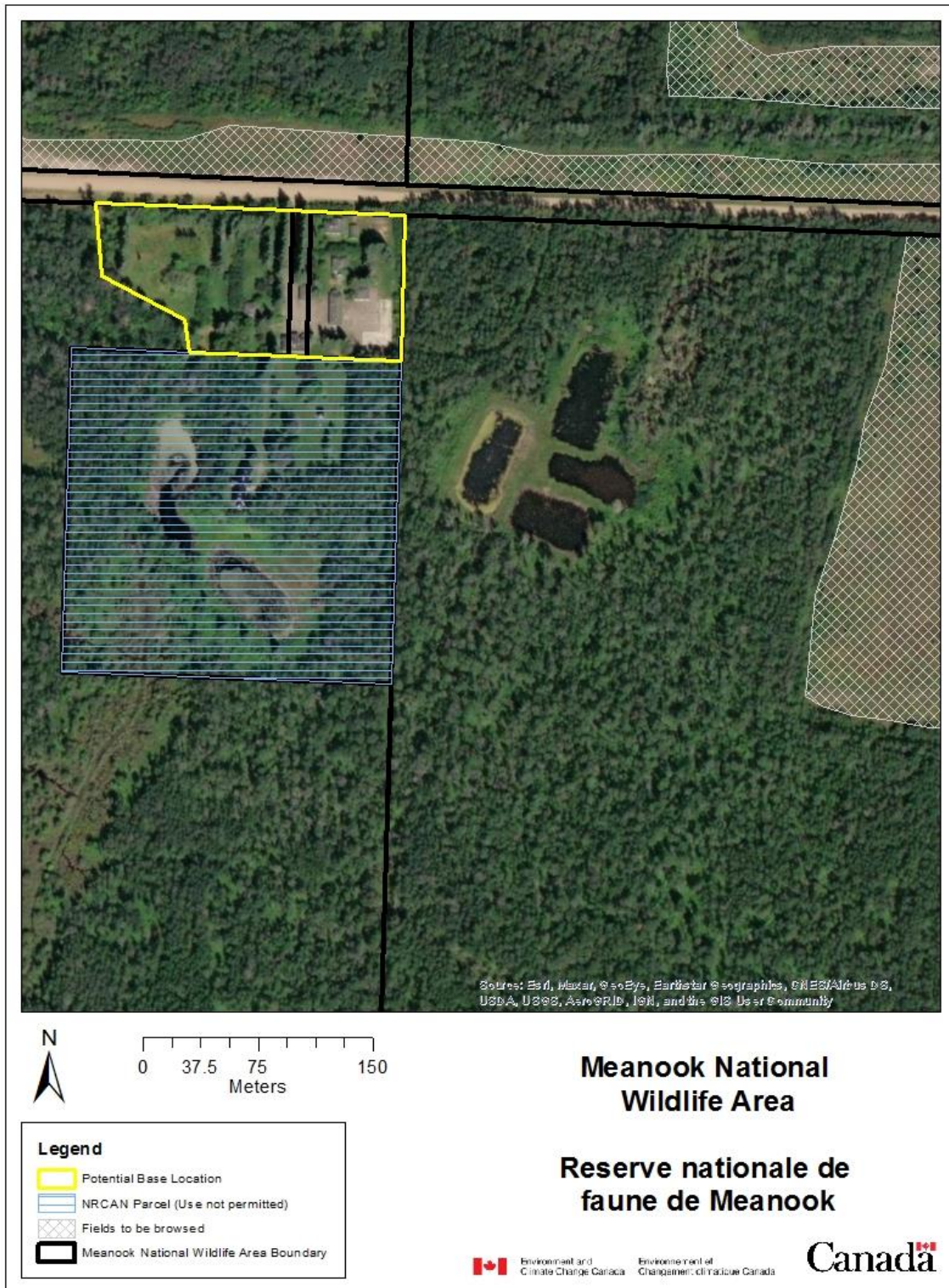


APPENDIX 1 TO ANNEX A
Meanook NWA map showing fields to receive targeted browsing



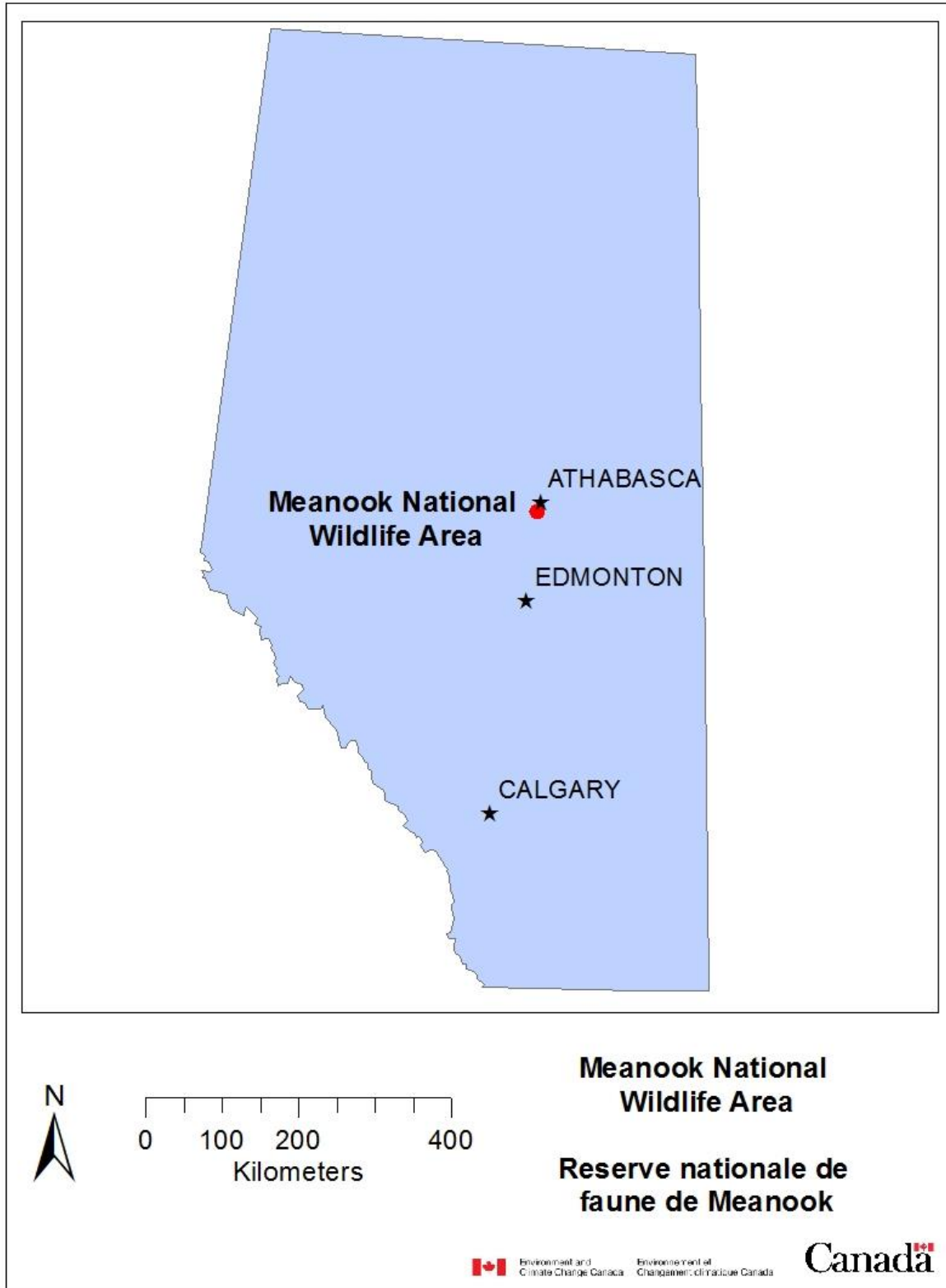


APPENDIX 2 TO ANNEX A
Meanook NWA map showing potential location for base operations and NRCAN Land





APPENDIX 3 TO ANNEX A
Location of Meanook NWA in Alberta





ANNEX "B"

BASIS OF PAYMENT

To be added at Contract Award