

RETURN BIDS TO:

Parks Canada Agency Bid Receiving Unit National Contracting Services
Bid Fax: 1-866-246-6893
Bid E-mail Address:
soumissionsouest-bidswest@canada.ca

This is the only acceptable email address for responses to the bid solicitation. Bids submitted by email directly to the Contracting Authority or to

The maximum email file size is 15 megabytes. The Parks Canada Agency (PCA) is not responsible for any transmission errors. Emails with links to bid documents will not be accepted.

any other email address will not be accepted.

REQUEST FOR QUOTATION

Quotation to: Parks Canada Agency

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

Comments:

Issuing Office:

Parks Canada Agency National Contracting Services Calgary, Alberta

Title: LiDAR and Orthophotography Acqui National Park	sition – Waterton Lakes		
Solicitation No.: 5P420-23-0073/A	Date: July 12, 2023		
Client Reference No.: N/A			
GETS Reference No.: N/A			
Solicitation Closes: At: 14:00 h On: August 9, 2023	Time Zone: MDT		

F.O.B.: Plant: □	Destination: ⊠	Other: □
Address E Amy Barre	Enquiries to: ett Lichter	
Telephone 403-589-3		Fax No. : 1-866-246-6893
Email Add	dress: ttlichter@pc.gc.ca	
Destination of Goods, Services, and Construction: See herein		

TO BE COMPLETED BY THE BIDDER

Vendor/ Firm Name:	
Address:	
Telephone No.:	Email Address:
Name of person authorized to sign Firm (type or print):	on behalf of the Vendor/
Signature:	Date:



Client Reference No.: Title:

N/A LiDAR and Orthophotography Acquisition – Waterton Lakes National Park

IMPORTANT NOTICE TO BIDDERS

BIDS RECEIVED BY FAX AND EMAIL WILL BE ACCEPTED AS OFFICIAL.

BIDS RECEIVED IN-PERSON OR BY COURIER WILL NOT BE ACCEPTED.

The only acceptable email address for responses to the bid solicitation is soumissionsouest-bidswest@canada.ca.

Bids submitted by email directly to the Contracting Authority or to any email address other than <u>soumissionsouest-bidswest@canada.ca</u> will not be accepted.

The only acceptable facsimile for responses to bid solicitations is 1-866-246-6893.

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The Bidder should be cognisant of the size of the email as a whole, and not only the attachments. Please take into consideration that some attachments, when sent, may be resized during the email transfer. If the email size is too large, the Bidder should send the bid in multiple emails properly labeled with the solicitation number, project name, and indicate how many emails are included (ex. 1 of 2).

Emails with links to bid documents will not be accepted. Bid documents must be sent as email attachments.

Direct Deposit

The Government of Canada has replaced cheques with direct deposit payment(s); an electronic transfer of funds deposited directly into a bank account. In order to receive payment, new vendors that are awarded a contract will be required to complete a direct deposit enrolment form to register their direct deposit information with Parks Canada.

Additional information on this Government of Canada initiative is available at: http://www.directdeposit.gc.ca

Solicitation No.: 5P420-23-0073/A

Amendment No.: 00

Contracting Authority: Amy Barrett Lichter

Client Reference No.: N/A

Title: LiDAR and Orthophotography Acquisition – Waterton Lakes National Park

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PART 1 – INFORMATION AND INSTRUCTIONS

1.1. Security Requirements

1.1.1. There is no security requirement associated with the bid solicitation.

1.2. Statement of Work

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses.

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.

1.4. Basis for Canada's Ownership of Intellectual Property

The Parks Canada Agency 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 <u>Policy on Title</u> <u>to Intellectual Property Arising Under Crown Procurement Contracts</u>: the Intellectual Property in Foreground Information consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

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PART 2 - BIDDER INSTRUCTIONS

2.1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) 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 <u>2003</u> (2023-06-08), Standard Instructions – Goods or Services – Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

All reference to the Minister of Public Works and Government Services Canada shall be deleted and replaced with the Minister of the Environment for the purposes of the Parks Canada Agency. All reference to the Department of Public Works and Government Services Canada shall be deleted and replaced with the Parks Canada Agency.

Subsection 2. entitled Canada Post Corporation's Connect service of section 08, Transmission by facsimile or by Canada Post Corporation's (CPC) Connect service of the Standard Instructions 2003 incorporated by reference above is deleted in its entirety.

2.2. Submission of Bids

Bids must be submitted only to the Parks Canada Agency (PCA) Bid Receiving Unit by the date and time indicated on page 1 of the bid solicitation.

Bids submitted in-person or by courier will not be accepted.

The only acceptable facsimile for responses to bid solicitations is 1-866-246-6893.

The only acceptable email address for responses to bid solicitations is soumissionsouest-bidswest@canada.ca.

The maximum email file size that Parks Canada is capable of receiving is 15 megabytes. The Bidder is responsible for any failure attributable to the transmission or receipt of the emailed bid due to file size.

The Bidder should be cognisant of the size of the email as a whole, and not only the attachments. Please take into consideration that some attachments, when sent, may be resized during the email transfer. If the email size is too large, the Bidder should send the bid in multiple emails properly labeled with the solicitation number, project name, and indicate how many emails are included (ex. 1 of 2).

Emails with links to bid documents will not be accepted. Bid documents must be sent as email attachments.

2.3. 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

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Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.4. Applicable Laws

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

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

2.5. Bid Challenge and Recourse Mechanisms

- **2.5.1.** Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- 2.5.2. Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's <u>Buy and Sell website</u>, under the heading "<u>Bid Challenge and Recourse Mechanisms</u>" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- **2.5.3.** 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.

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PART 3 – BID PREPARATION INSTRUCTIONS

3.1. Bid Preparation Instructions

Canada requests that the bid be gathered per section and separated as follows:

Section I: Financial Bid Section II: Certifications

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Section I: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment at Annex B.

3.1.1. Exchange Rate Fluctuation

SACC Manual clause C3010T (2014-11-27), Exchange Rate Fluctuation Risk Mitigation

Section II: Certifications

Bidders must submit the certifications and additional information required under Part 5.

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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 and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1. Financial Evaluation

SACC Manual Clause A0220T (2014-06-26), Evaluation of Price - Bid

4.1.2. Basis of Selection

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

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PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

5.1. Certifications Required with the Bid

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

5.1.1. Integrity Provisions - Declaration of Convicted Offences

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

5.2. Certifications Precedent to Contract Award and Additional Information

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

5.2.1. Integrity Provisions – Required Documentation

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

The Bidder, regardless of their status under the <u>Ineligibility and Suspension Policy</u>, must provide the information requested at **Annex D to Part 5 of the Bid Solicitation** prior to contract award.

5.2.2. Former Public Servant

Contracts awarded to former public servants in receipt of a pension or 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 Former Public Servants, the Bidder must provide the information requested at **Annex E to Part 5 of the Bid Solicitation** prior to contract award.

5.2.3. 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

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Bid" list available at the bottom of the page of the <u>Employment and Social Development Canada (ESDC) – Labour's</u> 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.

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PART 6 - RESULTING CONTRACT CLAUSES

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

6.1. Security Requirements

6.1.1. There is no security requirement applicable to the Contract.

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 <u>Standard Acquisition</u> <u>Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

6.3.1. General Conditions

<u>2010B</u> (2022-12-01), General Conditions – Professional Services (Medium Complexity) apply to and form part of the Contract.

All reference to the Minister of Public Works and Government Services Canada shall be deleted and replaced with the Minister of the Environment for the purposes of the Parks Canada Agency. All reference to the Department of Public Works and Government Services Canada shall be deleted and replaced with the Parks Canada Agency.

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.

6.3.2.1. Compliance with On-site Measures, Standing Orders, Policies, and Rules

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

6.4. Term of Contract

6.4.1. Period of the Contract

The period of the Contract is from contract award to January 30, 2024 inclusive.

6.5. Authorities

6.5.1. Contracting Authority

Amy Barrett Lichter

Contracting Officer
Parks Canada Agency
National Contracting Services
Chief Financial Officer Directorate
Calgary, AB

Telephone: 403-589-3402

Client Reference No.: Title:

N/A LiDAR and Orthophotography Acquisition – Waterton Lakes National Park

Facsimile: 1-866-246-6893

E-mail address: amy.barrettlichter@pc.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.

6.5.2. Project Authority

The Project Authority for the Contract is:

*** to be provided at contract award ***

The Project Authority 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 Project Authority; however, the Project 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

The Contractor's Representative for the Contract is: ** to be completed by the bidder **

Representative's Name:				
Representative's Title:				
Representative 3 Title.				
Legal Vendor/ Firm Name:				
Operating Vendor/ Firm Name (if different than above):				
Physical Address:				
City:	Province/ Territory:		Postal Code:	
Telephone:		Facsimile:		
Email Address:				
Procurement Business Number (PBN) or Goods and Services Tax (GST) Number:				

6.6. Proactive Disclosure of Contracts with Former Public Servants

^{***} SACC Manual clause A3025C to be inserted at contract award, if applicable ***

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6.7. Payment

6.7.1. Basis of Payment - Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in **Annex "B"** for a cost of \$ **to be inserted at contract award**. Customs duties are included 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. Milestone Payments - Not Subject to Holdback

- **6.7.2.1.** Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:
 - (a) an accurate and complete invoice and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - (b) all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

6.7.3. Schedule of Milestones

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

Milestone No.	Description	Amount **to be inserted at contract award**	Due Date (on or before)
01	Acquisition of LiDAR and aerial photography must be completed as defined in Annex "A" – Statement of Work	40%	September 15, 2023
02	First drafts of LiDAR acquisition specifications and example LiDAR and aerial photographs must be provided as defined in Annex "A" – Statement of Work	20%	November 15, 2023
03	final products must be delivered as detailed as defined in Annex "A" – Statement of Work	40%	January 15, 2024

6.8. Invoicing Instructions

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

Each invoice must show:

- (a) the description and value of the milestone claimed as detailed in the Contract.
- **6.8.2.** Invoices must be distributed as follows:

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- (a) One (1) copy must be forwarded electronically to the Project Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.
- **6.8.3.** The Contractor must not submit invoices until all work identified in the invoice is completed.
- 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 *** to be inserted at contract award ***.

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 <u>4007</u> (2022-12-01), Canada to Own Intellectual Property Rights in Foreground Information;
- (c) The general conditions <u>2010B</u> (2022-12-01), General Conditions Professional Services (Medium Complexity) apply to and form part of the Contract.
- (d) Annex A Statement of Work;
- (e) Annex B Basis of Payment;
- (f) Annex C Attestation and Proof of Compliance with Occupational Health and Safety (OHS); and
- (g) The Contractor's bid dated *** to be inserted at contract award ***.

6.12. SACC Manual Clauses

A1009C (2008-05-12) Work Site Access A9068C (2010-01-11) Government Site Regulations B6802C (2007-11-30) Government Property

6.13. Insurance Requirements

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.

6.14. Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

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ANNEX A

STATEMENT OF WORK

LiDAR and Orthophoto Imagery Acquisition

1. Objective

1.1. Waterton Lakes National Park requires an addition to our current terrestrial topographic base map for the development of a new vegetative cover mapping and classification exercise in 2024 that will follow the Vegetation Resource Inventory protocols of British Columbia. LiDAR and orthophotos during full leaf out of the forest canopy acquired in 2023 will provide improved information on fuel loading and plant community characteristics needed for vegetation classification.

2. Geographic Extent and Timing of Survey

2.1. The area of interest for the data collection is the boundary of Waterton Lakes National Park and Blood Timber Limit with an included 100m buffer around the Park and Timber Limit boundaries (Figure 1) excluding the international boundary. The survey should be completed within two (2) weeks of award of contract during full leaf-out of the tree and shrub canopies (prior to September 15, 2023).

3. Background

- 3.1. Waterton Lakes National Park is a protected area representing the southern extent of the Rocky Mountains in Alberta and includes natural areas from the alpine to fescue prairie grasslands. This area is managed to protect and preserve natural and cultural heritage, and to provide appropriate visitor activities. Activities in support of management include research, restoration, inventory and monitoring, public communication, and operations. Accurate and reliable maps and topographic information are a key component to all these activities.
- 3.2. Waterton Lakes National Park requires an addition to our current terrestrial topographic base map for the development of a new vegetative cover mapping and classification exercise in 2024 that will follow the Vegetation Resource Inventory protocols of British Columbia. LiDAR and orthophotos during full leaf out of the forest canopy acquired in 2023 will provide improved information on fuel loading and plant community characteristics needed for vegetation classification and can be used in contrast to past LiDAR acquisitions during non-leaf out period (November 2017). This will also allow for topographic mapping capable of supporting current and future needs of management, as well as ongoing monitoring and research following the Kenow Wildfire of 2017.
- 3.3. Among the applications that LiDAR and orthophoto data will support are:
 - 3.3.1.a generic high resolution topographic base;
 - 3.3.2.a more complete and accurate inventory of hydrologic and watershed features;
 - 3.3.3.ecosystem inventory, analysis, and research and restoration activities;
 - 3.3.4.change detection (e.g., canopy structure, erosion, mass-movement, geomorphological processes);
 - 3.3.5.identification of cultural features and assistance in mapping of archaeological sites; and
 - 3.3.6.emergency preparedness and disaster planning.

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4. Scope of Work

4.1. Collection of high resolution LiDAR (minimum 2 pulses per m² or what is required to achieve a 1m DEM) and 4 band (IRGB) orthophoto imagery (15 cm pixel) of Waterton Lakes National Park of Canada and the Blood Timber Limit located in southwestern Alberta.

4.2. The area of intended LiDAR and orthophoto mapping is the entire Waterton Lakes National Park (~ 510 km²) and the Blood Timber Limit (~20 km²) (Figure 1). This includes a 100m buffer extending outside the Park and Timber Limit boundary as described above. Coverage must be continuous from south to north with the timeframe for this work to be completed prior to September 15, 2023. This area is not intended to dictate the choice of most efficient flight lines (i.e. the contractor should consider what area(s) can be covered for the proposal cost, then design the most efficient flight lines).

5. Product Specifications

5.1. LiDAR

- 5.1.1.The Contractor will follow specifications as outlined in the 2022 "Federal Airborne LiDAR Data Acquisition Guideline. Version 3.1" (link) as a minimum standard for consistency in LiDAR across the country. The contractor will use the specifications as outlined in Guidelines with the following additions/changes:
 - 5.1.1.1. Data voids are allowed where large water bodies are present.
 - 5.1.1.2. For additional details and on accuracy standards and specifications refer to the 2022 "Federal Airborne LiDAR Data Acquisition Guideline. Version 3.1".

5.2. Orthophotography

- 5.2.1.The contractor shall provide complete 4 band (iRGB) orthophotos coverage of the entire area as outlined above.
 - 5.2.1.1. The orthophotos must be flown to achieve a resolution of 15 cm pixel or better.
 - 5.2.1.2. No cloud, fog, smoke or haze voids are allowed unless deemed acceptable by Parks representative.
 - 5.2.1.3. Ground must be snow free except where deemed acceptable by the Parks Canada representative.
 - 5.2.1.4. Tree and shrub canopy must be in full leaf out to capture the vertical structure of the area.

6. Deliverables

- 6.1. All deliverables are to be submitted to Waterton Lakes National Park by **January 15, 2024** on portable USB 3.0 harddrives and must include:
 - 6.1.1. Classified LAS files tiled at 1 km² tiles. Classes include ground and non-ground only. LAS files will contain all information regarding their recorded return number. Nominal point spacing will be at >= 2 points per metre.
 - 6.1.2. Digital Surface Model (DSM) in Geo-Tiff format, at 1m or better resolution
 - 6.1.3. Bare Earth DEM in Geo-Tiff format, at 1m or better resolution
 - 6.1.4. Intensity Image in Geo-Tiff format, at 1m or better resolution
 - 6.1.5. 1 m contours in shapefile or ArcGIS File Geodatabase form
 - 6.1.6. LiDAR data includes all relevant project reports, point clouds, and derived data products.
 - 6.1.7. Project report outlining equipment, procedures and technical specifications, dates, personnel, and any problems encountered. The report must contain at minimum detail on the following:

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- 6.1.7.1. Available LiDAR sensor specifications, including: manufacturer, model, field of view, swath width at altitude; Laser dispersion at altitude; range, pulse, repetition and scanner frequency.
- 6.1.7.2. System calibration procedures.
- 6.1.7.3. LiDAR acquisition specifications including flight altitude, flying speed, scan rate and field of view, line spacing and overlap.
- 6.1.7.4. Report on estimated point density and spacing characteristics.
- 6.1.7.5. Reports on absolute horizontal accuracy, absolute vertical accuracy, and relative vertical accuracy.
- 6.1.7.6. Documentation of methods of survey control using ground control points, including access to survey control data used or derived in the project.
- 6.1.7.7. And any additional reports as specified in the 2022 "Federal Airborne LiDAR Data Acquisition Guideline. Version 3.1"
- 6.1.7.8. Orthophotos must be delivered as 1 km tiles on UTM Zone 11/12 NAD83 (CSRS) with a resolution of 15 cm pixel or better and delivered in GeoTiff format.

6.2. Schedule of Deliverables

- 6.2.1. On or before September 15, 2023, acquisition of LiDAR and aerial photography must be completed.
- 6.2.2. On or before November 15, 2023, first drafts of LiDAR acquisition specifications and example LiDAR and aerial photographs must be provided.
- 6.2.3. On or before January 15, 2024, all final products must be delivered as detailed in 6.1.

7. Contractor's Responsibilities

- 7.1. Provision of all personnel and materials to complete this contract.
- 7.2. Verification of data following flight.
- 7.3. No work to be conducted outside of this contract unless approved by the Parks Canada Representative in writing.
- 7.4. Coordination with Waterton Lakes to ensure that fieldwork required for ground control is completed on time.

8. Parks Canada's Responsibilities

- 8.1. Review of final data before acceptance.
- 8.2. Provision of a visitor orientation to the contractor on short notice.
- 8.3. Approval in writing of accepted work performed outside of this contract.
- 8.4. Final approval of all work.
- 8.5. Provision of transportation for contractor personnel to locations not accessible by road and that are required for ground control, or provision to the contractor of acceptable ground control from another source. Transportation is subject to the availability of Waterton personnel, vessels and subject to safety limitations.
- 8.6. Provide a shapefile of the boundary of the areas of interest as required.

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ANNEX B

BASIS OF PAYMENT

Financial Bid Submission Requirements

- (a) Prices must appear in the financial bid only. No prices must be indicated in any other section of the
- (b) Bidder must submit its financial bid in accordance with this Basis of Payment.
- (c) The bid must be submitted in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

1. Firm Price

In consideration of the Contractor completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s) in Canadian funds <u>for all costs</u>, including but not limited to all professional, technical, and administrative fees and costs as required to fulfill the requirements of *Annex A – Statement of Work* as defined.

TOTAL FIRM PRIC (excluding applicable tax	
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2. Schedule of Milestones

The Contractor will be paid in accordance with the Schedule of Milestones below.

The firm amount must be proportionate to the work completed for the identified deliverable. The sum of the firm amounts due for all milestone payments must be equal to the Total Firm Price identified under 1. Firm Price above.

No advance payments will be made. Payment will only be made for work completed and accepted. All milestone payments are subject to the payment and invoicing provisions of the Contract.

Canada reserves the right to negotiate the schedule of milestones proposed prior to contract award.

Milestone No.	Deliverable	Firm Amount **to be inserted at contract award**	Delivery Date
01	Acquisition of LiDAR and aerial photography must be completed as defined in Annex "A" – Statement of Work	\$ 40%	September 15, 2023
02	First drafts of LiDAR acquisition specifications and example LiDAR and aerial photographs must be provided as defined in Annex "A" – Statement of Work	\$ 20%	November 15, 2023
03	final products must be delivered as detailed as defined in Annex "A" – Statement of Work	\$ 40%	January 15, 2024

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(a) Unidentified costs will not be allowable under the Contract unless there is a change to the work requirements and addressed by a contract amendment issued by the Contracting Authority;

- (b) Additional payment terms and conditions will not apply to the contract; and
- (c) Customs duties are included and Applicable Taxes are extra.

Solicitation No.: Amendment No.: **Contracting Authority:** 5P420-23-0073/A Amy Barrett Lichter **Client Reference No.:** LiDAR and Orthophotography Acquisition – Waterton Lakes National Park N/A **ANNEX C** ATTESTATION AND PROOF OF COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY (OHS) *** to be completed after contract award *** The following form must be completed and signed prior to commencing work on Parks Canada Sites. Submission of this completed form, satisfactory to Parks Canada, is a condition of gaining access to the work place. Parks Canada recognizes that federal OHS legislation places certain specific responsibilities upon Parks Canada as owner of the work place. In order to meet those responsibilities, Parks Canada is implementing a contractor safety regime that will ensure that roles and responsibilities assigned under Part II of the Canada Labour Code and the Canada Occupational Health and Safety Regulations are implemented and observed when involving contractor(s) to undertake works in Parks Canada work places. Parks Canada Responsible Authority/Project **Address Contact Information** Lead **Project Manager Prime Contractor** Subcontractor(s) (add additional fields as required)

Location of Work	
General Description of Work to be Completed	
·	

Contracting Authority: Amy Barrett Lichter Solicitation No.: 5P420-23-0073/A Amendment No.: 00

Client Reference No.:

Title:
LiDAR and Orthophotography Acquisition – Waterton Lakes National Park N/A

Mark "Yes" where applicable.

A meeting has been held to discuss hazards and access to the work place and all known and foreseeable hazards have been identified to the contractor and/or subcontractor(s)
The contractor and/or its subcontractor(s) will comply with all federal and provincial/territorial legislation and Parks Canada's policies and procedures, regarding occupational health and safety.
The contractor and/or its subcontractor(s) will provide all prescribed safety materials, equipment, devices and clothing.
The contractor and/or its subcontractor(s) will ensure that its employees are familiar with and use all prescribed safety materials, equipment, devices and clothing at all times.
The contractor and/or its subcontractor(s) will ensure that its activities do not endanger the health and safety of Parks Canada employees.
The contractor and/or its subcontractor(s) has inspected the site and has carried out a hazard assessment and has put in place a health and safety plan and informed its employees accordingly, prior to the commencement of the work.
Where a contractor and/or its subcontractor(s) will be storing, handling or using hazardous substances in the work place, it will place warning signs at access points warning persons of the presence of the substances and any precautions to be taken to prevent or reduce any hazard of injury or death.
The contractor and/or its subcontractor(s) will ensure that its employees are instructed in respect of any emergency procedures applicable to the site.
(contractor), certify that I have read, understood and it my firm, employees and all sub-contractors will comply with the requirements set out in this it and the terms and conditions of the contract.

attest that my firm, employees and all sub-contractors will co document and the terms and conditions of the contract.
Name:
Signature:
Dato:

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ANNEX D TO PART 5 OF THE BID SOLICITATION

LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

Requirements

Section 17 of the <u>Ineligibility and Suspension Policy</u> (the Policy) requires suppliers, regardless of their status under the Policy, to submit a list of names when participating in a procurement process. The required list differs depending on the Bidder's or Offeror's organizational structure:

- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- Privately owned corporations must provide a list of the owners' names.
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners.
- Suppliers that are a partnership do not need to provide a list of names.

Suppliers may use this form to provide the required list of names with their bid or offer submission. Failure to submit this information with a bid or offer, where required, will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement. Please refer to Information Bulletin: Required information to submit a bid or offer for additional details.

Supplier Information

Supplier's Legal Name:			
Organizational Structure: (((() Corporate Entity) Privately Owned Corporation) Sole Proprietor) Partnership		
Supplier's Legal Address:			
City:	Province / Territory:	Postal Code:	
Supplier's Procurement Business Number (optional):			

List of Names

Name	Title

Solicitation No.: Amendment No.: **Contracting Authority:** 5P420-23-0073/A Amy Barrett Lichter Client Reference No.: LiDAR and Orthophotography Acquisition – Waterton Lakes National Park N/A **Declaration** ______, (position) of ______, (supplier's name) declare that the information provided in this Form is, to the best of my knowledge and belief, true, accurate and complete. I am aware that failing to provide the list of names will render a bid or offer non-responsive, or I will be otherwise disqualified for award of a contract or real property agreement. I am aware that during the bid or offer evaluation stage, I must, within 10 working days, inform the Contracting Authority in writing of any changes affecting the list of names submitted. I am also aware that after contract award I must inform the Registrar of Ineligibility and Suspension within 10 working days of any changes to the list of names submitted. Signature: Date: _____

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ANNEX E TO PART 5 OF THE BID SOLICITATION

FORMER PUBLIC SERVANT

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

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published proactive disclosure reports in accordance with <u>Contracting Policy Notice: 2019-1</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

Work Force Adjustment Directive

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

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.