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|---|---|---|
| <p><b>RETURN BIDS TO:</b><br/><b>RETOURNER LES SOUMISSIONS À:</b></p> <p><b>Bid Receiving - Environment and Climate Change Canada / Réception des soumissions – Environnement et changement climatique Canada</b></p> <p><b>Electronic Copy/Copie électronique:</b><br/><a href="mailto:soumissionsbids@ec.gc.ca">soumissionsbids@ec.gc.ca</a></p> <p><b>BID SOLICITATION</b><br/><b>DEMANDE DE SOUMISSIONS</b></p> <p><b>PROPOSAL TO: ENVIRONMENT AND CLIMATE CHANGE CANADA</b></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><b>SOUMISSION À:</b><br/><b>ENVIRONNEMENT ET CHANGEMENT CLIMATIQUE CANADA</b></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><b>Title – Titre</b><br/>Reception, monitoring, security and maintenance at the Estuary Islands National Wildlife Area 2023-2025</p> |   |
|   | <p><b>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP</b> 5000072961</p>                                 |   |
|   | <p><b>Date of Bid solicitation – Date de la demande de soumissions</b><br/>2023-04-28</p>   |   |
|   | <p><b>Bid Solicitation Closes - La demande de soumissions prend fin</b></p> <p>at – à 2:00 P.M.<br/>on – le 2023-05-15</p>              | <p><b>Time Zone – Fuseau horaire</b></p> <p>Eastern Daylight time (EDT)</p> |
|   | <p><b>F.O.B – F.A.B</b><br/>Destination</p>   |   |
|   | <p><b>Address Enquiries to - Adresser toutes questions à</b><br/>Angela Quan<br/>Angela.Quan@ec.gc.ca</p>                               |   |
|   | <p><b>Telephone No. – N° de téléphone</b></p>   | <p><b>Fax No. – N° de Fax</b></p>   |
|   | <p><b>Delivery Required – Livraison exigée</b><br/>See Statement of Work herein.</p>  |   |
|   | <p><b>Destination of Services / Destination des services</b><br/>See Statement of Work herein.</p>                                      |   |
|   | <p><b>Security / Sécurité</b><br/>There is no security requirement associated with this solicitation.</p>                               |   |
| <p><b>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur</b></p>   |   |   |
| <p><b>Telephone No. – N° de téléphone</b></p>   | <p><b>Fax No. – N° de Fax</b></p>   |   |
| <p><b>Name and title of person authorized to sign on behalf of Vendor/Firm</b><br/><b>Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur</b></p>  |   |   |
| <p><b>Signature</b></p>   | <p><b>Date</b></p>  |   |



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## **PART 1 – GENERAL INFORMATION**

### **1.1 Security Requirement**

There is no security requirement applicable to the requirement.

### **1.2 Statement of Work**

Environment and Climate Change Canada (ECCC) requires the services of a Contractor to ensure the ongoing operations of the Estuary Islands National Wildlife Area (EI NWA). Specific objectives include visitor reception, facility and land maintenance, site monitoring and public safety, as detailed in the Statement of Work, Annex A to the bid solicitation. The period of the contract is from contract award date to December 31, 2025.

### **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 (2022-03-29) 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"

**2.1.1 SACC Manual Clauses**

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

**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 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 [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 FPSs 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: 2019-01](#) 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.

## 2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not



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

## 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 the province of Quebec.

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 soft copy in PDF format by email)

Section II: Financial Bid (1 soft copy in PDF format by email)

Section III: Certifications (1 soft copy in PDF format by email)

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11-inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](#). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11-inch (216 mm x 279 mm) paper containing fiber certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of color printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders; and
- (3) print on both sides of the paper.

#### **Note for electronic submission of bids:**

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

Email Address: [soumissionsbids@ec.gc.ca](mailto:soumissionsbids@ec.gc.ca)

Attention: Angela Quan

Solicitation Number: 5000072961



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 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.
- 1.2** Bidders must submit their price FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.
- 1.3 Price Breakdown**

In their financial bid, the bidders are requested to provide a detailed breakdown of the price for the following elements for the performance of the Work, as applicable:



- (a) Professional fees: For each individual and (or) labor category to be assigned to the Work, the bidders should indicate: i) the firm hourly rate or the firm daily rate, inclusive of overhead and profit; and ii) the estimated number of hours or days, as applicable. The bidders should indicate the number of hours in one working day.

To satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.

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

**1.4** 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 price must be a lump sum cost (GST and HST not included). Overhead and profit must be included in the firm all-inclusive price (in Canadian dollars). Destination FOB, excise taxes and Canadian customs duties included.

| <b>Deliverables</b>  | <b>Contract award date to March 31, 2024</b> | <b>April 1, 2024 to March 31, 2025</b> | <b>April 1, 2025 to December 31, 2025</b> | <b>Total Costs (A+B+C)</b> |
|--|--|--|---|----------------------------|
|  | <b>Costs (A)</b>                             | <b>Costs (B)</b>                       | <b>Costs (C)</b>                          |                            |
| 1- Reception, maintenance, inspections and monitoring of the territory | \$ _____                                     | \$ _____                               | \$ _____                                  |                            |
| 2- Annual Report   | \$ _____                                     | \$ _____                               | \$ _____                                  |                            |
| <b>Total (GST/HST excluded)</b>  | \$ _____                                     | \$ _____                               | \$ _____                                  | \$ _____                   |
| <b>Applicables Taxes</b>   |  |  |   | \$ _____                   |
| <b>Total including taxes</b>   |  |  |   | \$ _____                   |



## **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 Introduction**

To meet the requirement described herein, the experience of the Bidder must be work for which the Bidder was under contract to clients exterior to the Bidder's own organization. For clarification, funded academic research is considered to be a contract, where the client is the funder of the research. In the case of a joint venture, the combined experience of the parties forming the joint venture will be considered in the evaluation of the experience of the bidder.

Listing experience without providing any supporting data to describe where and how such experience was obtained will result in the experience not being included for evaluation purposes.

#### **4.1.2 Evaluation Process**

All bids will be evaluated in accordance with the process outlined in this Article.

The Evaluation Process and Contractor Selection are subdivided into three stages:

- i. Evaluation of compliance with the Mandatory Technical Criteria;
- ii. Evaluation of the Financial Bid;
- iii. Basis of Selection of the winning bidder.

Bidders will not be given any information regarding the status of their bid, any preliminary scores or results relating thereto, or any similar details until such time as the evaluation of all bids has been completed and a Contract has been awarded.

Notwithstanding that the evaluation and selection methodology will be conducted in Stages, the fact that Canada has proceeded to any next stage shall not be deemed to mean that Canada has conclusively determined that the proposal has successfully passed all the previous Stages.

### **4.2. Technical Evaluation**

Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract a portion of the Work.

For work experience, Canada will not consider experience gained as part of an educational program, except for experience gained through a formal cooperative program at a post-secondary institution. For any requirements that specify a particular time period (e.g., 2 years) of



work experience, Canada will disregard any information about experience if the technical bid does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). Canada will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.

For work experience to be considered by Canada, the technical bid must not simply indicate the title of the individual’s position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. In situations in which a proposed resource 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 individual’s length of experience.

The Bidder must include the following information in the bid:

- the project name;
- the client organization;
- the project dates and duration;
- a brief project description;
- the roles and responsibilities of the Bidder and proposed resources, including their expertise and contribution to the project;
- the name, title and telephone number and/or email address of the client’s project authority or authorized representative.

It’s the bidder’s responsibility to ensure that a sufficient level of information is included in the proposal to allow the evaluation team to make an accurate assessment of the bid.

#### 4.2.1 Mandatory Technical Evaluation Criteria

Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words “must” or “mandatory” is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be considered non-compliant.

| Item | Mandatory criteria  | Compliant (Yes / No) | Comments |
|------|---|----------------------|----------|
| MC1  | <p>The bidder must demonstrate that one of the proposed resources holds an acceptable degree from a recognized post-secondary institution in a field of ecology, conservation biology, physical geography or has more than 5 years of recent experience within the last 10 years from the date of bid closing in one of these areas.</p> <p>The Bidder must provide a copy of the degree or must demonstrate the experience acquired.</p> |                      |          |



|            |  |  |  |
|------------|--|--|--|
| <b>MC2</b> | The bidder must demonstrate that one of the proposed resources has more than 5 years of recent experience within the last 10 years from the date of bid closing in monitoring a protected area including parks, refuges, national wildlife areas or biodiversity reserves.                   |  |  |
| <b>MC3</b> | The bidder must demonstrate that one of the proposed resources has more than 5 years of recent experience within the last 10 years from the date of bid closing in natural resource conservation projects.   |  |  |
| <b>MC4</b> | The bidder must demonstrate that one of the proposed resources has more than 5 years of recent experience within the last 10 years from the date of bid closing in visitor reception and public awareness.   |  |  |
| <b>MC5</b> | The bidder must demonstrate that one of the proposed resources has more than 5 years of recent experience within the last 10 years from the date of bid closing in the maintenance of natural sites including vegetation cutting, trail maintenance and minor infrastructure rehabilitation. |  |  |
| <b>MC6</b> | The bidder must demonstrate that one of the proposed resources has more than 5 years of recent experience within the last 10 years from the date of bid closing in boating on the St. Lawrence River.  |  |  |

A negative response to any of the mandatory requirements will result in the rejection of the proposal without further consideration.

#### 4.3. Evaluation of the financial bid

Once the evaluation of the technical bids is completed, the financial bid will be opened and evaluated by the Contracting Authority. The technical scores will not change once the financial bid is opened.

The total bid price for evaluation will be determined in accordance with Attachment 1 to Part 3, Financial Bid Submission Sheet. Bidders must complete all boxes in Attachment 1 to Part 3 for their bids to be considered responsive.

Note: a box cannot be left blank. If \$0.00 or NIL is indicated in the bid for any portion of the work, the bidder must understand that any related work must be performed for the dollar value indicated in the bid (i.e. \$0.00).

The financial bid will represent the combined total for all columns in Attachment 1 to Part 3, Financial Bid Submission Sheet.



Failure to complete Attachment 1 to Part 3, Financial Bid Submission Sheet, in accordance with the above instructions will result in the bidder's bid being deemed non-compliant.

#### **4.3.1 Price evaluation**

The bid price is evaluated in Canadian dollars without applicable taxes, but with applicable Canadian customs duties and excise taxes.

#### **4.4. 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. In the event of a tie, the bid with the most years of experience for the mandatory technical criterion MC2 will be selected.





## **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 Additional Certifications Required with the Bid**

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

### **5.2 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 provided will render the bid non-responsive.

#### **5.2.1 Integrity Provisions - Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](#), the Bidder



must provide the required documentation, as applicable, to be given further consideration in the procurement process. Bidders must submit with the bid Annex "C" List of suppliers names.

### **5.2.3 Additional Certifications Precedent to Contract Award**

#### **5.2.3.1 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.

#### **5.2.3.2 Education and Experience**

*SACC Manual* clause [A3010T](#) (2010-08-16) Education and Experience



## PART 6 - RESULTING CONTRACT

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

### 6.1. Security Requirement

6.1.1 There is no security requirement applicable to the Contract.

### 6.2. Insurance Requirements

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

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

### 6.3. Statement of Work

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

### 6.4. 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.

#### 6.4.1 General Conditions

[2010C](#) (2022-12-01), General Conditions - 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."

**The General Conditions - Professional Services (Medium Complexity) must be modified as follows:**

**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:** "Deleted"

**6.4.2 Supplemental General Conditions**

The following supplemental general conditions apply to and form part of the Contract:

4013 (2022-06-20), Compliance with on-site measures, standing orders, policies, and rules

4014 (2022-06-20), Suspension of the work

**6.5. Term of Contract**

**6.5.1 Period of the Contract**

The period of the Contract is from date of Contract to December 31, 2025 inclusive.



**6.6. Authorities**

**6.6.1 Contracting Authority**

The Contracting Authority for the Contract is:

**Angela Quan**

Procurement Specialist  
Environment and Climate Change Canada  
Procurement and Contracting Division  
105 McGill, 5<sup>th</sup> Floor, Montreal, QC H2Y 2E7  
E-mail address: Angela.Quan@ec.gc.ca

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

**6.6.2 Technical Authority**

The Technical Authority for the Contract is:

*(To be completed at contract award.)*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

**6.6.3 Contractor's Representative**

*(To be completed at contract award.)*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
(Legal & Operating Company Name): \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_



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

## 6.7. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

## 6.8. Payment

### 6.8.1 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 \$ \_\_\_\_\_ (*To be completed 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.

### 6.8.2 Limitation of Expenditure

- (a) Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ (*To be completed at contract award*). 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.



### **6.8.3 Terms of payment**

SACC *Manual* clause H3010C Milestone Payments - Not subject to holdback

## **6.9. Invoicing Instructions**

### **6.9.1 Milestone Payments**

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 claim for payment and any other document 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) all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.

## **6.10. Certifications and Additional Information**

### **6.10.1 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.

## **6.11. Applicable Laws**

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

## **6.12. 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 4013 (2022-06-20), Compliance with on-site measures, standing orders, policies, and rules and 4014 (2022-06-20), Suspension of the work;
- (c) the general conditions 2010C (2022-12-01), General Conditions - Services (Medium Complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, List of suppliers names;



- (g) Annex D, Insurance Requirements;
- (h) the Contractor's bid dated \_\_\_\_\_, as clarified on \_\_\_\_\_ or, as amended on \_\_\_\_\_.  
(To be completed at contract award.)

### 6.13. Insurance Requirements – Specific requirement

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

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

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

### 6.14. Dispute Resolution

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

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

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

(d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "<https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/contract-management/dispute-resolution>" Dispute Resolution".





## **ANNEX "A" STATEMENT OF WORK**

### **RECEPTION, MONITORING, SECURITY AND MAINTENANCE AT THE ESTUARY ISLANDS NATIONAL WILDLIFE AREA 2023-2025**

#### **1. Background**

Under the *Canada Wildlife Act*, eight (8) National Wildlife Areas have been established in Quebec by the Minister of the Environment and Climate Change Canada to protect wildlife species. NWAs are created and managed to ensure the conservation, research and interpretation of wildlife species, including migratory birds, species at risk and their habitats.

The Canadian Wildlife Service (CWS) of Environment and Climate Change Canada - Quebec Region solicits the services of non-governmental contractors to carry out certain monitoring, maintenance and reception activities and to ensure public safety in the network of National Wildlife Areas.

#### **2. Objective**

Environment and Climate Change Canada (ECCC) requires the services of a Contractor to ensure the ongoing operations of the Estuary Islands National Wildlife Area (EI NWA). Specific objectives include visitor reception, facility and land maintenance, site monitoring and public safety.

#### **3. Scope**

The area covered by this statement of work is the EI NWA shown on the map in Appendix 1.

The correspondence address is:  
Environment and Climate Change Canada  
801-1550 d'Estimauville Avenue  
Quebec City, Quebec G1J 0C3

The contract will be in effect from contract award date to December 31, 2025.

The provision of public welcome services must commence on June 12, 2023 and end on October 6, 2023 for the 2023 season, from June 10, 2024 through October 4, 2024 for the 2024 season, and from June 9, 2025 through October 3, 2025 for the 2025 season on the following schedule:

- Daily availability according to a daily schedule from 9:00 a.m. to 4:00 p.m. (location at the contractor's office).

The period of delivery for land monitoring, maintenance, and public safety services begins on May 16, 2023 and ends on October 6, 2023 for the 2023 season, from May 13, 2024 to October 4, 2024 for the 2024 season, and from May 12, 2025 to October 3, 2025 for the 2025 season.



#### **4. Work and deliverables**

The contractor must perform and deliver the following activities and services:

- 1) Reception of the public
- 2) Monitoring of the territory
- 3) Public Safety
- 4) Maintenance

##### **4.1 Reception of the public**

The reception of the public allows visitors to appreciate the site and to discover its particular riches. Under the Wildlife Area Regulations, access to a national wildlife area is free of charge. Some visitor services are also offered free of charge.

The Canadian Wildlife Service considers that the extreme fragility of the island habitats of the EI NWA makes free access to the islands of this reserve incompatible with the conservation objective sought, with the exception of Pot-du-Phare Island during the period covered by the public reception services (see section 3 (Scope) above).

For EI NWA, the contractor must:

- Provide the public visiting the NWA and the contractor's boats stopping in the NWA with a presence to answer questions and orient visitors, including the provision of a variety of relevant information about the area (activities, territory, species to be seen) and the NWA network;
- Greet visitors in a courteous and professional manner in both official languages, English and French, in person and on the telephone;
- Inform the public of the site's conservation mandate, the regulations (opening hours, authorized or prohibited activities, accessibility of the trails, safety rules to be observed), the activities and services offered. The information on the contractor's website must be in accordance with the regulations in force in matters of reception and public information;
- Respond to questions from the public and respond to complaints and concerns from visitors. If necessary, contact the ECCC technical authority for further information or to forward complaints and other comments;
- Record the statistics on the number of visitors to Pot-du-Phare Island (number of visitors per day during the period of operation).

All reports related to the reception of the public must be made to the ECCC technical authority.

##### **4.2 Monitoring of the territory**

Monitoring of the territory of the NWA is an important aspect of the work to be carried out. The NWA is made up of a string of ten islands or parts of islands located in the St. Lawrence River, between Kamouraska and Rimouski. It represents an important habitat for nine species of



marine birds, including the Common Eider. It is essential to ensure that uses in this area are compatible with existing regulations.

Schedule of visits:

| Sector              | End of May | Early July | Early September |
|---------------------|------------|------------|-----------------|
| Îles de Kamouraska  | X          | X          | X               |
| Le Long Pèlerin     |            | X          | X               |
| Île aux Fraises     | X          | X          | X               |
| Île Blanche         | X          | X          | X               |
| Île du Pot-du-Phare | X          | X          | X               |

Please note that tour dates cannot be scheduled in advance due to navigation conditions and the availability of staff and boats.

The contractor must, for the period covered by the territorial monitoring services (see section 3 above) and for the islands listed in Appendix 2, provide the following services:

- Check the integrity of the territory of the NWA in order to identify any modification or alteration of the environment and facilities (threat, breakage, disturbance of anthropogenic or natural origin, etc.), with the exception of Bicquette Island;
- Report any use that does not comply with federal or provincial laws to ECCC;
- Conduct inspection visits according to a work plan that will utilize a realistic deployment of human and material resources during the three periods referred to in Section 6 (Deliverables and Timeline);
- Inform the ECCC technical authority of any irregularities or potential infringements observed with regard to the use of the reserve;
- Check the presence, visibility and condition of Canadian Wildlife Service signage throughout the territory (roads, trails, water access, hunting prohibitions, etc.) and report any need to replacement, modification or addition if necessary;
- Take the necessary measures to ensure the visibility of signs (by cutting branches or removing labels or painting from vandalized posters for example);
- Report any concerns from citizens or local organizations regarding the NWA or adjacent lands of ECCC;
- Report to the ECCC technical authority the presence of species at risk, wild species, unusual migratory birds or invasive alien species as well as the dates of observation, in order to document their presence;
- Report conflict situations with the presence of certain predators, particularly foxes, that may frequent the reserve in order to protect bird colonies;

Any reports related to territory monitoring must be made to the ECCC technical authority.

#### 4.3 Public Safety

The contractor is responsible for acting as a responder to the various categories of public safety incidents that may occur at the NWA, according to the emergency procedures in place (public



safety plan). In the event of an incident, the contractor must notify the the head of the ECCC-CWS-Qc Protected Areas Unit and follow the instructions given. He is also responsible for carrying out preventive inspections and applying the corrective measures that are required, in a timely manner, either within 24 hours of observation of the risk for immediate emergencies and within 7 calendar days for other risks.

Certain public safety responsibilities are the responsibility of all personnel working for the contractor on site. For the period covered by the public security services specified in section 3 above, the contractor and his employees must:

- Report any risk likely to endanger the safety of the public or employees;
- Master the emergency procedures and procedures to be followed in the event of various public security incidents (accidents, injuries, fire, lost people, etc.) and apply them;
- Apply the rules of first aid and administer first aid to staff and the public or ensure the provision of first aid in the event of an accident within the limits of the NWA and adjacent lands managed by ECCC;
- Write an incident report for any event he witnesses and submit it to the site security officer who will send it to ECCC;
- Immediately report any case of lost or injured people to the head of the ECCC-CWS-Qc Protected Areas Unit.

For the period covered by the public security services specified in section 3 above, the contractor's employees responsible for reception services must:

- Take the necessary measures to prevent a dangerous situation;
- Take note of accident reports and apply appropriate measures to correct the dangerous conditions described;
- Inform the manager of the contractor of any incident on the site in terms of public safety;

For the period covered by the public security services specified in section 3 above, the contractor's employees responsible for maintaining the reserve must:

- Execute in priority the tasks related to public security according to the deadlines indicated above;
- Put in place adequate security measures or devices to prevent risks.

Any report related to public safety must be made to the head of the ECCC-CWS-Qc Protected Areas Unit.

## **4.4 Maintenance**

### **4.4.1 Site and infrastructure**

The EI NWA includes wildlife facilities and certain infrastructures. It is accessible to the public only on Pot-du-Phare Island according to the terms and conditions stipulated in this contract. It is important that these infrastructures comply with the laws and regulations in effect, that they



promote a good image of the department and that they are safe for visitors. For the period covered by the maintenance services (see section 3 above), the contractor must:

- Check that the security of the premises for the public, its employees, volunteers and any other third party is ensured at all times and report any risk to the ECCC technical authority;
- Continuously maintain the trails, stairs and other infrastructure on Pot-du-Phare Island by:
  - Grading trails, as needed, to keep the walking surface safe and in good condition;
  - Making emergency repairs to ensure the safety of the premises;
  - Performing minor maintenance, minor infrastructure repairs and other work as requested by ECCC;
  - Promptly reporting to the ECCC technical authority any emergency repairs that have been completed and any other situation that may compromise the safety of visitors;
  - Closing, with prior notice or technical authority from the ECCC-CWS-Qc Protected Areas Unit, some or all of the trails, stairs and other infrastructure at Pot-du-Phare Island so as not to compromise the safety of visitors;
  - Maintaining vegetation and grounds by ensuring the completion of tasks necessary to meet the following requirements:
    - Maintain grassy areas at a length of no more than 15 cm;
    - Ensure free movement of visitors and visibility of signs at all times;
    - To ensure the aesthetics of the landscaping at all times by the absence of dead branches and individuals and the maintenance of a regular and harmonious shape of trees and shrubs;
    - Ensure that the infrastructure is kept clear at all times by trimming bulky shrubs as needed;
    - Clear pathways to 1 metre in width (or sidewalk width if applicable) and 2.5 metres in height; use an angled cutting method if necessary if vegetation backs up onto the pathway despite a 2 metre ground clearance;
    - Ensure the visibility of any official display of ECCC by an appropriate cut of the vegetation;
    - Pick up clippings or, if necessary, place them out of sight of visitors;
    - Sweep and remove cobwebs and trash;
    - Ensure availability of supplies (garbage bags, etc.);
- Collect and eliminate, in accordance with the laws and regulations in force, any waste arising from the presence of visitors, its employees, volunteers or any third party who has accessed the NWA or the adjacent properties managed by ECCC, including dry toilets. This work includes the emptying of all garbage cans on the territory, as well as the management of recyclable materials if necessary;
- Report to the ECCC technical authority any inappropriate waste deposit;
- Report to the ECCC technical authority any maintenance necessary for the management of migratory birds, species at risk or other wild species;
- At the request of the technical authority of ECCC, welcome contractors and other collaborators and accompany them to the site where they must carry out work.



Any reports related to site and infrastructure maintenance must be made to the ECCC technical authority. Any repairs to infrastructure or new infrastructure development proposals will require prior approval from the ECCC technical authority.

## **5. Constraints**

### **5.1 Permits**

The contractor must, at least 45 days prior to the commencement of the activities covered by this contract, file a permit application with ECCC at: [PermisSCFQuebec-CWSQuebecPermit@ec.gc.ca](mailto:PermisSCFQuebec-CWSQuebecPermit@ec.gc.ca). ECCC will issue a permit(s) to the contractor for the duration of this contract to allow the contractor to perform the activities specified in these specifications. The permit application form can be obtained at the address listed.

The contractor must request authorization from the technical authority to carry out activities other than those described in this document and must take the necessary steps to obtain the required permits, if applicable. Indeed, new development or infrastructure projects as well as commercial, scientific or other activities require additional specific permits.

### **5.2 Protection of wildlife species**

During the execution of this mandate, the contractor must at all times take the necessary measures to avoid the disturbance of migratory birds and the destruction of nests, eggs and individuals of migratory birds and species at risk.

### **5.3 Security**

Contractor's personnel must have the required training and safety equipment to perform the required work in a safe and professional manner.

The contractor must ensure that the health and safety training of his employees is adequate to perform the required tasks. In addition, the contractor must ensure that his employees wear safety equipment when using the equipment that requires it.

### **5.4 Publications**

The contractor agrees to mention the name and property of the EI National Wildlife Area in its publications, press releases, advertising, promotional messages, activities, speeches, conferences, interviews, website and through any other dissemination tool, for aspects related to this contract or to activities offered on the ECCC property. He also agrees to validate the accuracy of the information with the technical authority prior to broadcast.

CWS will make available to the contractor all useful and relevant public documents that relate to National Wildlife Areas in general or to the physical and biological aspects of the EI National Wildlife Area in particular.



## 5.5 Support from ECCC

CWS, the authority responsible for managing the network of National Wildlife Areas in the country, will provide the following services necessary to carry out the activities stipulated in these specifications and will assume the costs related to urgent interventions, upon prior approval of the head of the ECCC-CWS-Qc Protected Areas Unit.

Environment and Climate Change Canada is committed to providing :

- The cost of equipment repairs;
- Information (pamphlets) on national wildlife areas in Quebec.

## 5.6 Owned by ECCC

All NWA infrastructure (structures, buildings and constructions) and moveable assets are the responsibility of ECCC and belong to Her Majesty.

## 5.7 Location of work

There is no visitor center provided by ECCC. Visitors must be welcomed at the contractor's office.

## 6. Deliverables and schedule

The deliverables and the timetable for carrying out the activities described in this statement of work are described below.

The annual report must respect the structure and order of the work described in Table 1 - Deliverables, Section 3- Annual report. It must include an introduction, a section recommendations and work to be done in addition to including as many photos as necessary to illustrate the state of the work, equipment and premises as well as the problems encountered and the work carried out.

Written deliverables will be assessed in terms of both content and quality (logical structure, quality of French, dates, relevant photos, quantities indicated, condition of the site and infrastructure, recommendations, etc.). ECCC will review the deliverables to determine if they meet the requirements of this mandate. If it is judged that the content and / or the quality of the deliverable submitted by the contractor is not acceptable or does not meet the requirements established by this mandate, ECCC reserves the right to ask the consultant to submit other versions within the deadlines to be established by ECCC, until the deliverable is deemed satisfactory. In the event that comments from ECCC were not incorporated by the contractor in the following version, a justification will be requested (Word version followed by modifications with comments and responses to comments, if applicable).

All documents must be written in French and the contractor must verify the quality of the written French before submitting the documents. All deliverables must be sent to the ECCC technical authority.



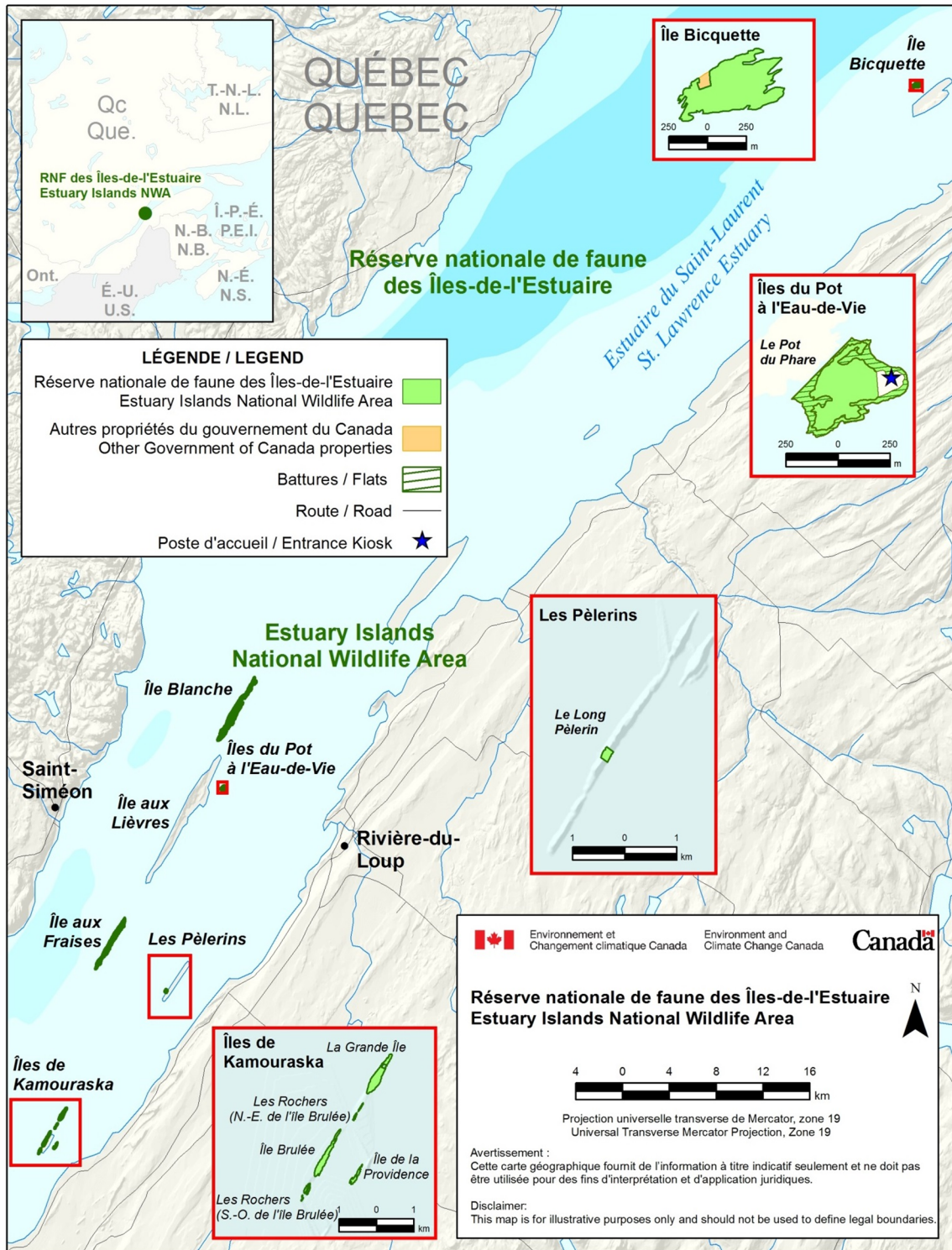
**Table 1 – Deliverables**

| <b>DELIVERABLES</b>  | <b>SCHEDULE<br/>2023, 2024 and 2025</b>                                 |
|--|---|
| <p><b>1- Confirmation of the beginning of the work</b></p> <p>Confirmation of the start of work and hiring of a competent crew is required, including:</p> <ul style="list-style-type: none"> <li>• the names of the people hired</li> <li>• before and after photos clearly showing the results of early season vegetation maintenance work</li> <li>• before and after photos clearly showing the installation of the various equipment and their location</li> </ul>  | <p style="text-align: center;">June 15</p>                              |
| <p><b>2- Reception, maintenance, inspections and monitoring of the territory</b></p> <p>During the entire period of public welcome services established in Section 3. The number of days and dates worked daily must be included in the annual report.</p> <p>The inspection and monitoring of the islands mentioned in Appendix 2 must be carried out 3 times during the period of delivery of the territory monitoring (see periods: table section 4.2), maintenance and public safety services established in section 3. The form in Appendix 2 must be completed for each inspection. The form must be supported by photos of the reported problems and sent to the ECCC technical authority on the dates specified opposite. Should weather conditions be deemed hazardous to navigation, the visits and deliverables may be rescheduled within days of the scheduled dates.</p>        | <p style="text-align: center;">June 15<br/>July 15<br/>September 15</p> |
| <p><b>3- Annual report</b></p> <p>The annual report must contain the following:</p> <ul style="list-style-type: none"> <li>• Dates of operation (including reception service)</li> <li>• a section for each of the activities provided for in the contract, including a report on the activities carried out</li> <li>• record of the number of visitors for each day of reception (by date)</li> <li>• number of school groups, age group, origin and dates of their visits</li> <li>• repairs made with before and after pictures</li> <li>• observed infractions, supporting photos, interventions carried out, results obtained</li> <li>• identification of maintenance, repair and acquisition needs for the following year</li> <li>• difficulties encountered and solutions applied</li> <li>• specific recommendations for improving site management and public services</li> </ul> | <p style="text-align: center;">November 1</p>                           |





### APPENDIX 1: MAP OF THE ESTUARY ISLANDS NATIONAL WILDLIFE AREA AND ECCC-MANAGED PROPERTIES





**APPENDIX 2: FORM TO BE COMPLETED FOR SUBMISSION OF INSPECTION AND SURVEILLANCE REPORTS**

Date: \_\_\_\_\_

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

**Status Codes:** **B** (Good), **AS** (To be monitored), **AC** (To be corrected), **U** (Urgent), **Y/N** (Yes or No), **NA** (Not applicable)

**Instructions for use:** Indicate the status code for each item and the photo number / GPS point (**T** for Terraflex) if applicable. Provide the necessary details in the comment section.

| No        | Object                               | Îles de Kamouraska |   |  |                      |               | Other           |                          |                       |                           |                           |                               |                     |
|-----------|--------------------------------------|--------------------|---|--|----------------------|---------------|-----------------|--------------------------|-----------------------|---------------------------|---------------------------|-------------------------------|---------------------|
|           |                                      | Île Brûlée         | Les Rochers (sud-ouest de l'île Brûlée) | Les Rochers (nord-est de l'île Brûlée) | Île de la Providence | La Grande Île | Le Pot du Phare | Battures du Pot du Phare | Île Blanche et récifs | Battures de l'île Blanche | Île aux Fraises et récifs | Battures de l'île aux Fraises | Île Le Long Pèlerin |
| <b>1.</b> | <b>Reception of the public</b>       |                    |   |  |                      |               |                 |                          |                       |                           |                           |                               |                     |
| 1.1       | Posted regulations                   |                    |   |  |                      |               |                 |                          |                       |                           |                           |                               |                     |
| 1.2       | Information displayed and available  |                    |   |  |                      |               |                 |                          |                       |                           |                           |                               |                     |
| 1.3       | Attendance statistics                |                    |   |  |                      |               |                 |                          |                       |                           |                           |                               |                     |
| <b>2.</b> | <b>Surveillance of the territory</b> |                    |   |  |                      |               |                 |                          |                       |                           |                           |                               |                     |
| 2.1       | Damage and threats                   |                    |   |  |                      |               |                 |                          |                       |                           |                           |                               |                     |
| 2.2       | Non-conforming uses                  |                    |   |  |                      |               |                 |                          |                       |                           |                           |                               |                     |
| 2.3       | Signage status                       |                    |   |  |                      |               |                 |                          |                       |                           |                           |                               |                     |
| 2.4       | Presence of species of interest      |                    |   |  |                      |               |                 |                          |                       |                           |                           |                               |                     |
| <b>3.</b> | <b>Public Safety</b>                 |                    |   |  |                      |               |                 |                          |                       |                           |                           |                               |                     |
| 3.1       | Known plan and procedures            |                    |   |  |                      |               |                 |                          |                       |                           |                           |                               |                     |
| 3.2       | Incident report transmitted          |                    |   |  |                      |               |                 |                          |                       |                           |                           |                               |                     |



| No         | Object                                   | Îles de Kamouraska |   |  |                      |               | Other           |                          |                       |                           |                           |                               |                     |
|------------|--|--------------------|---|--|----------------------|---------------|-----------------|--------------------------|-----------------------|---------------------------|---------------------------|-------------------------------|---------------------|
|            |  | Île Brûlée         | Les Rochers (sud-ouest de l'île Brûlée) | Les Rochers (nord-est de l'île Brûlée) | Île de la Providence | La Grande Île | Le Pot du Phare | Battures du Pot du Phare | Île Blanche et récifs | Battures de l'île Blanche | Île aux Fraises et récifs | Battures de l'île aux Fraises | Île Le Long Pèlerin |
| 3.3        | First aid kit(s)                         |                    |   |  |                      |               |                 |                          |                       |                           |                           |                               |                     |
| 3.4        | Other rescue equipment (stretcher, etc.) |                    |   |  |                      |               |                 |                          |                       |                           |                           |                               |                     |
| <b>4.</b>  | <b>Site maintenance</b>                  |                    |   |  |                      |               |                 |                          |                       |                           |                           |                               |                     |
| <b>4.1</b> | <b>Site and infrastructure (S&amp;I)</b> |                    |   |  |                      |               |                 |                          |                       |                           |                           |                               |                     |
| 4.1.1      | Trails (level, holes, etc.)              |                    |   |  |                      |               |                 |                          |                       |                           |                           |                               |                     |
| 4.1.2      | Awareness panels                         |                    |   |  |                      |               |                 |                          |                       |                           |                           |                               |                     |
| 4.1.3      | Benches/Picnic Tables                    |                    |   |  |                      |               |                 |                          |                       |                           |                           |                               |                     |
| 4.1.4      | Sidewalks/Bridges/Bridges                |                    |   |  |                      |               |                 |                          |                       |                           |                           |                               |                     |
| <b>4.2</b> | <b>S&amp;I Vegetation</b>                |                    |   |  |                      |               |                 |                          |                       |                           |                           |                               |                     |
| 4.2.1      | Width (2 m) and height (2.5 m) of paths  |                    |   |  |                      |               |                 |                          |                       |                           |                           |                               |                     |
| 4.2.2      | Landscaping (shape, weeds, etc.)         |                    |   |  |                      |               |                 |                          |                       |                           |                           |                               |                     |
| 4.2.3      | Lawn at rest areas                       |                    |   |  |                      |               |                 |                          |                       |                           |                           |                               |                     |
| 4.2.4      | Dead branches removed                    |                    |   |  |                      |               |                 |                          |                       |                           |                           |                               |                     |
| 4.2.5      | Hazardous trees                          |                    |   |  |                      |               |                 |                          |                       |                           |                           |                               |                     |
| 4.2.6      | Poster visibility                        |                    |   |  |                      |               |                 |                          |                       |                           |                           |                               |                     |
| 4.2.7      | No cutting waste                         |                    |   |  |                      |               |                 |                          |                       |                           |                           |                               |                     |



| No   | Object                    | Îles de Kamouraska |   |  |                      |               | Other           |                          |                       |                           |                           |                               |                     |
|--|---------------------------|--------------------|---|--|----------------------|---------------|-----------------|--------------------------|-----------------------|---------------------------|---------------------------|-------------------------------|---------------------|
|  |                           | Île Brûlée         | Les Rochers (sud-ouest de l'île Brûlée) | Les Rochers (nord-est de l'île Brûlée) | Île de la Providence | La Grande Île | Le Pot du Phare | Battures du Pot du Phare | Île Blanche et récifs | Battures de l'île Blanche | Île aux Fraises et récifs | Battures de l'île aux Fraises | Île Le Long Pèlerin |
| 4.2.8  | Invasive species control  |                    |   |  |                      |               |                 |                          |                       |                           |                           |                               |                     |
| <b>4.3</b>   | <b>Material</b>           |                    |   |  |                      |               |                 |                          |                       |                           |                           |                               |                     |
| 4.3.1  | Showing posts and posters |                    |   |  |                      |               |                 |                          |                       |                           |                           |                               |                     |
| 4.3.2  | Interpretation panels     |                    |   |  |                      |               |                 |                          |                       |                           |                           |                               |                     |
| <b>Comments and details (e.g., species, damage, violations, etc.):</b> |                           |                    |   |  |                      |               |                 |                          |                       |                           |                           |                               |                     |
| <hr/>  |                           |                    |   |  |                      |               |                 |                          |                       |                           |                           |                               |                     |
| <hr/>  |                           |                    |   |  |                      |               |                 |                          |                       |                           |                           |                               |                     |
| <hr/>  |                           |                    |   |  |                      |               |                 |                          |                       |                           |                           |                               |                     |
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**ANNEX "B"**  
**BASIS OF PAYMENT**

*(to be completed at contract award)*

| <b>Deliverables</b>  | <b>Schedule<br/>2023, 2024 and 2025</b> | <b>Payments<br/>Percentage</b> |
|--|---|--------------------------------|
| 1- Reception, maintenance,<br>inspections and monitoring of the<br>territory | June 15 (40%)<br>September 15 (40%)     | 80%                            |
| 2- Annual report   | November 1                              | 20%                            |
| <b>Total</b>   |   | <b>100%</b>                    |



**ANNEX "C"**  
**LIST OF SUPPLIERS NAMES**

Environnement et Changement climatique Canada a adopté le régime d'intégrité développé et mis en place par Services publics et Approvisionnement Canada. Les fournisseurs acceptent, en soumettant une proposition, de se conformer aux dispositions du régime d'intégrité et la [Politique d'inadmissibilité et de suspension](#) ainsi que le [Code de conduite pour l'approvisionnement](#). / Environment and Climate Change Canada has endorsed the Integrity Regime developed and implemented by Public Services and Procurement Canada. By submitting a quote, Contractors agree to comply with the provisions of the Integrity Regime and [Ineligibility and Suspension Policy](#) as well as the [Code of Conduct for Procurement](#).

Selon la [Politique d'inadmissibilité et de suspension](#) de TPSGC (maintenant SPAC), les renseignements suivants doivent être fournis lors d'une soumission ou de la passation d'un marché.<sup>1</sup> / In accordance with the PWGSC (now PSPC) [Ineligibility and Suspension Policy](#), the following information is to be provided when bidding or contracting.<sup>1</sup>

\* Informations obligatoires / Mandatory Information

|   |   |  |
|---|---|--|
| <b>*Dénomination complète de l'entreprise / Complete Legal Name of Company</b>  |   |  |
|   |   |  |
| <b>*Nom commercial / Operating Name</b>   |   |  |
|   |   |  |
| <b>*Adresse de l'entreprise / Company's address</b>   | <b>*Type d'entreprise / Type of Ownership</b>   |  |
|   | <input type="checkbox"/> Individuel / Individual<br><input type="checkbox"/> Corporation / Corporation<br><input type="checkbox"/> Coentreprise / Joint Venture |  |
| <b>*Membres du conseil d'administration<sup>2</sup> / Board of Directors<sup>2</sup></b><br>(Ou mettre la liste en pièce-jointe / Or provide the list as an attachment) |   |  |
| <b>Prénom /<br/>First name</b>  | <b>Nom /<br/>Last Name</b>  | <b>Position (si applicable) / Position (if applicable)</b> |
|   |   |  |
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**<sup>1</sup> Liste des noms :** Tous les fournisseurs, peu importe leur situation au titre de la Politique, doivent présenter les renseignements ci-dessous au moment de prendre part à un processus d'approvisionnement:

- les fournisseurs constitués en personne morale, y compris ceux qui présentent une soumission à titre de coentreprise, doivent fournir la liste complète des noms de tous les administrateurs actuels ou, dans le cas d'une entreprise privée, des propriétaires de la société;
- les fournisseurs soumissionnant à titre d'entreprise à propriétaire unique, y compris ceux soumissionnant en tant que coentreprise, doivent fournir la liste complète des noms de tous les propriétaires;
- les fournisseurs soumissionnant à titre de société en nom collectif n'ont pas à soumettre une liste de noms.

**List of names:** All suppliers, regardless of their status under the Policy, must submit the following information when participating in a procurement process:

- suppliers that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
- suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
- suppliers that are a partnership do not need to provide a list of names.

<sup>2</sup> Conseil des gouverneurs / Board of Governors; Conseil de direction / Board of Managers; Conseil de régents / Board of Regents; Conseil de fiducie / Board of Trustees; Comité de réception / Board of Visitors



## **ANNEX "D"**

### **INSURANCE REQUIREMENTS**

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.





- m. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

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

**For other provinces and territories, send to:**

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

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