



RETURN BIDS TO:

Parks Canada Agency Bid Receiving Unit
National Contracting Services

TO : CAROLINE DEMERS

Bid Fax: **1-877-558-2349**

Bid E-mail Address:

soumissionsest-bidseast@pc.gc.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 any other email address will not be accepted.

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.

REQUEST FOR PROPOSAL

Proposal to: Parks Canada Agency

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

Issuing Office:

Parks Canada Agency
National Contracting Services
Quebec, QC

Title: Fish Population Monitoring System at the Vianney-Legendre Fishway - Saint-Ours Canal National Historic Site	
Solicitation No.: 5P300-22-0108/A	Date: August 12, 2022
Client Reference No.: 10221109	
GETS Reference No.: s.o.	

Solicitation Closes: At: 2:00 PM On: September 8, 2022	Time Zone: HAE - EDT
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F.O.B.: Plant: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other: <input type="checkbox"/>	
Address Enquiries to: Caroline Demers	
Telephone No.: n/a	Fax No.: n/a
Email Address: caroline.demers@pc.gc.ca	
Destination of Goods, Services, and Construction: Saint-Ours Canal National Historic Site 1453 Saint-Jean-Baptiste, RR1 Saint-Roch-de-Richelieu QC, J0L 2M0	

TO BE COMPLETED BY THE BIDDER

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

Solicitation No.:
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Amendment No.:
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Contracting Authority:
Caroline Demers

Ver.06.29.2022

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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 soumissionsesest-bidseast@pc.gc.ca. Bids submitted by email directly to the Contracting Authority or to any email address other than soumissionsesest-bidseast@pc.gc.ca will not be accepted.

The only acceptable facsimile for responses to bid solicitations is **1-877-558-2349**.

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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>

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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. Optional Site Visit

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at 1453 Saint-Jean-Baptiste, RR1, Saint-Roch-de-Richelieu, QC, J0L 2M0 - Saint-Ours Canal National Historic Site on **August 23, 2022**. The site visit will begin at **11:00 am (EDT)**.

Bidders are requested to communicate with the Contracting Authority no later than **August 22, 2022 at 1:00 pm (EDT)** to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

1.4. Comprehensive Land Claims Agreement(s)

This procurement is not subject to Comprehensive Land Claims Agreement.

1.5. Debriefings

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

PART 2 – BIDDER INSTRUCTIONS

2.1. Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2022-03-29) 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 **1-877-558-2349**.

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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.

2.3. 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.

2.4. Applicable Laws

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

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 [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)

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: Technical Bid
Section II: Financial Bid
Section III: Certifications

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

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

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

Section III: Certifications

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

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. Technical Evaluation

4.1.1.1. Mandatory Technical Criteria

Technical bids will be evaluated against the mandatory technical evaluation criteria at **Annex D to Part 4 of the Bid Solicitation**.

4.1.1.2. Point Rated Technical Criteria

Technical bids will be evaluated against the point rated technical evaluation criteria at **Annex D to Part 4 of the Bid Solicitation**.

4.1.2. Basis of Selection

4.1.2.1. Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 48 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 80 points.
2. Bids not meeting (a) (b) (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60 %
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40 %
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

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Basis of Selection

Highest Combined Rating Technical Merit (60%) and Price (40%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1. Certifications Required with the Bid

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

5.1.1. Integrity Provisions – Declaration of Convicted Offences

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

5.2. Certifications Precedent to Contract Award and Additional Information

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

5.2.1. Integrity Provisions – Required Documentation

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

The Bidder, regardless of their status under the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), must provide the information requested at **Annex F 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 G to Part 5 of the Bid Solicitation** prior to contract award.

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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 Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

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

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

6.3.1. General Conditions

[2010B](#) (2022-01-28), 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

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 date of the Contract to **March 31, 2023 inclusive**.

6.4.2. Period of service

The work identified in Annex A as "**FIRM SERVICE**" shall be performed from contract award through **October 31, 2022, inclusive**.

6.4.3. Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5. Authorities

6.5.1. Contracting Authority

The Contracting Authority for the Contract is:

Caroline Demers
Advisor, Procurement and Contracting
Parks Canada Agency
National Contracting Services
Chief Financial Officer Directorate
E-mail address: caroline.demers@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: **** please include with your bid****

Representative's Name:		
Representative's Title:		
Legal Vendor/ Firm Name:		
Operating Vendor/ Firm Name (if different than above):		
Physical Address:		
City:	Province/ Territory:	Postal Code:
Telephone:		Facsimile:

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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 ***

6.7. Payment

6.7.1. Basis of Payment – Firm Price, Firm Unit Price(S) or Firm Lot Price(s)

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.

AND

FOR OPTIONAL SERVICES - YEAR 2 - YEAR 3 - YEAR 4

6.7.2. Limitation of Expenditure

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

6.7.2.1 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____. *** to be inserted at contract award ***. Customs duties are included and Applicable Taxes are extra.
2. 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:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

3. 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.
4. 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.

6.7.3. Terms of payment

Single Payment

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

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

AND

FOR OPTIONAL SERVICES - YEAR 2 - YEAR 3 - YEAR 4

Monthly Payment

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

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

6.8. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

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 Quebec

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 general conditions [2010B](#) (2022-01-28), Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements
- (f) Annex D, Attestation and Proof of Compliance with Occupational Health and Safety (OHS);
- (g) The Contractor's bid dated ***** to be inserted at contract award *****.

6.12. SACC Manual Clauses

[A9068C](#) (2010-01-11) Government Site Regulation

The Contractor must comply with all regulations, instructions and directives in force on the site where the Work is performed.

6.13. Insurance Requirements

SACC *Manual* clause [G1001C](#) (2013-11-06) , Insurance – Specific Requirement

The Contractor must comply with the insurance requirements specified in Annex C. 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

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Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

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.

ANNEX A STATEMENT OF WORK

TITLE

Fish Population Monitoring System at the Vianney-Legendre Fishway

1. OBJECTIVE

Parks Canada Agency (PCA) would like to have a fish population monitoring system installed along the fishway to assess its effectiveness and to acquire data on species behaviour over time. These data will help the Quebec Waterways Unit (UVNQ) to check and improve the measures in place for managing and protecting resources under the *Species at Risk Act* (SARA).

2. BACKGROUND

The Vianney-Legendre multi-species fishway, located on the left bank of the Richelieu River and adjacent to the Saint-Ours dam, was put into operation in 2001 to ensure that fish could move freely on either side of the dam. This structure under PCA's responsibility is unique of its kind and requires manual handling to maintain optimal flows and ensure its effectiveness.

Since the fishway was put into operation, annual monitoring has shown that it is used by migratory species, some of which have federal and/or provincial at-risk status, such as the striped bass, copper redhorse, river redhorse, lake sturgeon, channel darter and American eel. To date, approximately 60 species that have used the fishway have been identified (Table 1). The monitoring methods used thus far require that fish be caught with a lifting cage and handled for identification and release.

Scientific research at the fishway has shown that the fishway's original design creates vortices in the circular pools (see B-8 and B-13, Figure 1). These vortices disorient the fish; it is estimated that about 35% of fish fail to get to the other side of the fishway. The migration of fish, particularly the copper redhorse, is thus reduced and this endangered species is adversely affected. As a result, work was done in 2019 to install, in the circular pools, baffles that would reduce the creation of vortices. PCA has no data to date to assess whether the fish passage success rate has increased as a result of the baffles installed.

Table 1: List of species identified in the fishway

largemouth bass	brook silverside	spotfin shiner
smallmouth bass	walleye	silvery minnow
gizzard shad	sauger	emerald shiner
American shad	rainbow smelt	golden shiner
American eel	lake sturgeon	sand shiner
white bass	channel darter	spottail shiner
striped bass	logperch	white sucker
brown bullhead	common rudd	longnose sucker
channel catfish	round goby	creek chub
white perch	northern pike	Nooksack dace
carp	lake whitefish	ouananiche
silver redhorse	silver lamprey	yellow perch
copper redhorse	chestnut lamprey	bowfin
river redhorse	sea lamprey	Johnny darter
greater redhorse	mooneye	Atlantic salmon
shorthead redhorse	longnose gar	tench
quillback	burbot	fathead minnow
bluegill	freshwater drum	rosyface shiner
rock bass	black crappie	rainbow trout or brown trout
pumpkinseed	muskellunge	bluntnose minnow

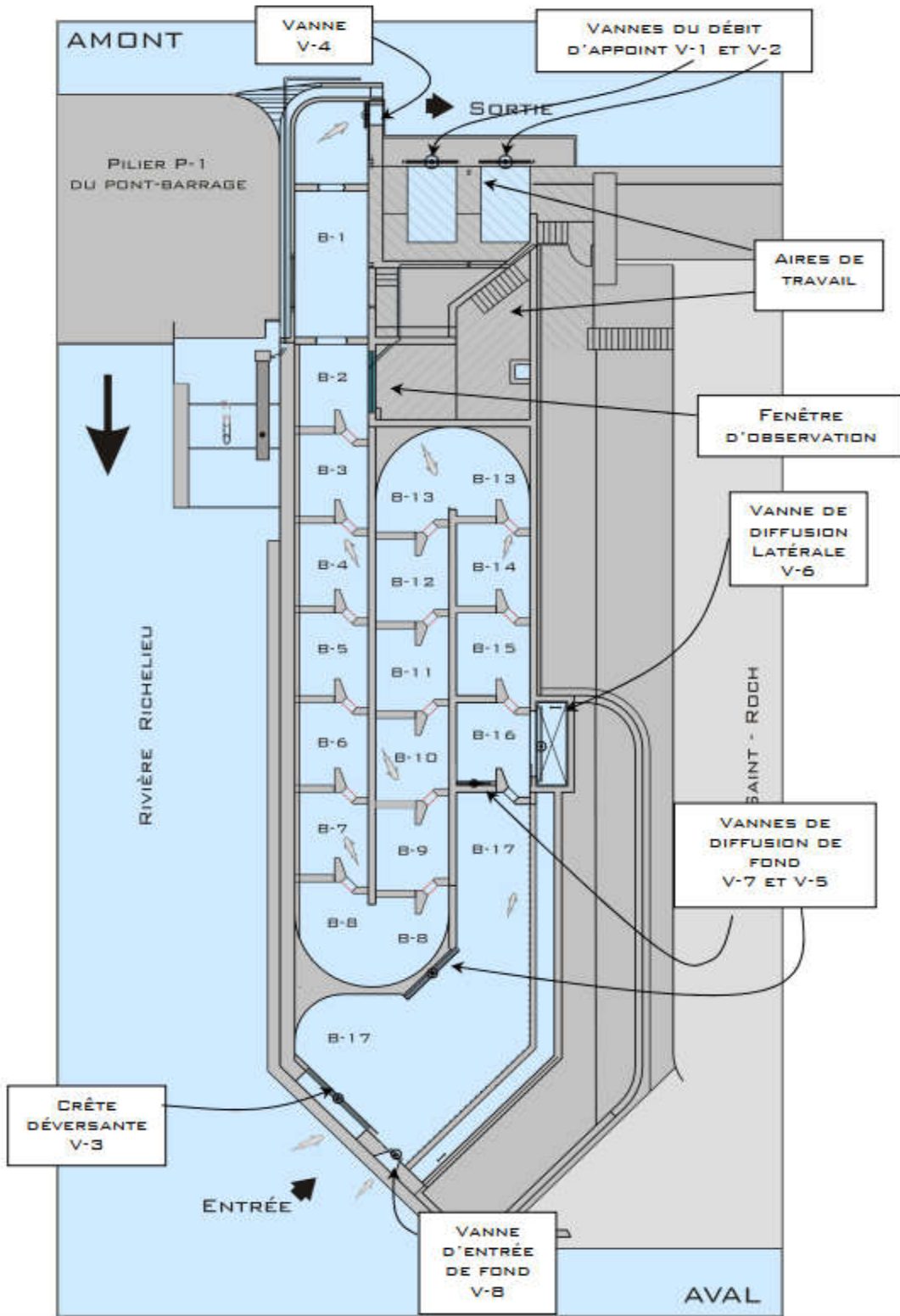


Figure 1: General layout of the Vianney-Legendre fishway

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Source	Target
AMONT	UPSTREAM
Vanne	Gate
Vannes du débit d'appoint V-1 et V-2	Make-up water gates V-1 and V-2
Sortie	Exit
Pilier P-1 du pont-barrage	Pillar P-1 of dam/bridge
Aires de travail	Work areas
Fenêtre d'observation	Observation window
Vanne de diffusion latérale V-6	Side release gate V-6
Rivière Richelieu	Richelieu River
Vannes de diffusion de fond V-7 et V-5	Bottom release gates V-7 and V-5
Crête déversante V-3	Overflow crest V-3
Entrée	Entrance
Vanne d'entrée de fond V-8	Bottom inlet gate V-8
AVAL	UPSTREAM

3. SCOPE OF THE MANDATE

PCA wishes to retain the services of a Contractor to obtain a proposal for the planning, design, manufacture and installation of a fish population monitoring system, as well as a monthly rental service, which includes installation, removal and winter storage costs, technical support, and data dissemination and interpretation services.

3.1. Proposal for a monitoring system

The Contractor will be required to submit a technical proposal for a fish population monitoring system to be installed in the Vianney-Legendre fishway, including a description of the proposed equipment, as well as identification of the optimal location for the equipment in the fishway to enable effective monitoring of fish and their movements.

The technical proposal must also include an estimate for the monthly rental of the fish monitoring system and all components per year of operation.

The fish monitoring system must be installed under water, directly in the fishway, in accordance with the site specifics:

- The fishway is in operation as soon as the spring freshet period ends (usually late May or early June, varies depending on the conditions of the Richelieu River) until October, after Thanksgiving.
- The height of the water column in the fishway varies from one pool to the next, from about 4.7 m in the lower reaches to about 6.5 m in the upper reaches of the fishway.
- The flow through the fishway when it is in operation is around 1 m³/s, except for the attraction pool (B-17, see Figure 1), which receives an additional make-up flow of 4 to 7 m³/s.
- The water in the fishway can be very turbid.
- Debris of various sizes can be carried through the fishway, especially during the spring freshet period (e.g., tree branches).
- The project-related installations and services will take place upon award of the contract in the fall of 2022 and then from the spring until the September 30 of each option year if exercised.

FIRM SERVICES:

The proposed monitoring system must:

- Include an automated counter to make it possible to count fish **without any handling of individuals**.
- Incorporate a video system capable of capturing and storing real-time colour images (minimum of two megapixels, full HD) of each fish that passes through the counter so that the count can be subsequently verified.
- Assess and categorize the fish that use the counter based on their size. The size groups of the individuals must range from 10 cm to 150 cm.
- Determine the direction travelled by individuals (i.e., upstream or downstream).
- Log each event, with the following details:
 - date of passage

- time of passage
- water temperature
- migration direction of the individuals (upstream/downstream)
- identification number for each event, which is linked to the video capture
- Produce real-time digital data and videos on a secure web interface that can be accessed remotely on a 24-hour basis. The results (data and images) must be easily exported in common formats such as Microsoft Excel, PDF, JPEG, BMP, etc.
- Include an operating and analysis software that is certified as compatible with Windows 10.
- Provide coverage for the entire fishway operating period or based on Richelieu River water levels (fishway activation ranges from May to July of each year).
- Be connected to an electrical system with two 120 VAC/5A outlets.

- For the firm service in year 1, the Contractor will have to:
 - Gain familiarity with the site and establish the procedure for fully installing the equipment.
 - Develop and provide an installation plan in hard copy and digital format.
 - Provide guidance on appropriate site choices for installing the counter and video system, by reviewing water flow and bed profile data.
 - Provide the monitoring system upon **approval of the technical proposal** and for **at least two weeks** of system commissioning.
 - Install all monitoring system equipment, including the materials required to secure the equipment in the fishway during the initial commissioning.
 - Make the necessary adjustments during the initial installation to verify the system's effectiveness.
 - Provide technical support for operating the monitoring system throughout the monitoring system's period of operations.
 - Assume all costs of any damaged system equipment. PCA does not own the monitoring system or any of its components.
 - Remove the monitoring system and its components after two weeks (minimum for commissioning) or once the system's effectiveness and proper functioning is confirmed, during the initial commissioning in year 1 (except for the structural elements that can remain in place during the winter season).
 - Store the monitoring system and all its components for the winter.
 - Provide the PCA team (four employees) with training in French on the operation and technical requirements of the entire monitoring system (counter and video systems). This training can be provided remotely using a videoconferencing platform.

OPTIONAL SERVICES

The Contractor will be required to:

- Provide the monitoring system for standard operations activity for subsequent years, that is:
 - **from the June 1 to September 30** of each option year.
- Install all the monitoring system equipment.
- Provide technical support and troubleshooting expertise in the event of equipment failure on the site, within 72 hours of the incident. On-site visits may be required.

- Via telephone, provide technical support and analytical expertise that is easy to access during business hours from Monday to Friday, for the entire duration of the equipment rental period.
- Maintain, repair and replace monitoring equipment in accordance with the technical specifications, in relation to damage.
- Assume all costs of any damaged system equipment. PCA does not own the monitoring system or any of its components.
- Remove the monitoring system and its components as of the **September 30** of the year of operation (except for the structural elements that can remain in place during the winter season).
- Store the monitoring system and all its components for the winter.

4. DELIVERABLES

FIRM SERVICES: YEAR 1

- Provide a technical proposal that includes, but is not limited to:
 - the description of the proposed fish population monitoring system for the Vianney-Legendre fishway
 - the proposal for the location of the monitoring system and all its components
 - the methodology used to transmit and analyze the data
 - the installation and removal plans for the monitoring system and all its components
 - user training details
 - a rental service on a flat-rate basis for full commissioning of the monitoring system for the first year of operation, including:
 - rental of the monitoring system
 - initial installation costs for the monitoring system, including on-site visits and necessary adjustments
 - maintenance
 - technical support throughout the system commissioning period
 - the costs of removing and storing the equipment for the winter season

OPTIONAL SERVICES

A rental service on a flat-rate basis for full system commissioning, **for a standard year of operation, year 2, year 3 and year 4**, including:

- rental of the monitoring system
- equipment installation costs
- maintenance
- technical support throughout the system commissioning period
- the costs of removing and storing the equipment for the winter season

5. TIMELINE

The Contractor must take the following schedule into account:

TASKS	DESCRIPTION	DEADLINE
FIRM SERVICES: YEAR 1		
1.	Work plan / monitoring system proposal	Within seven days of contract award
2.	Comprehensive training for the PCA staff	Within two weeks of contract award
3.	Equipment installation	Upon approval of the technical proposal
4.	Rental and operation of the monitoring system	Upon installation of the monitoring system for a minimum of two weeks of initial commissioning of the monitoring system
5.	Removal and storage of equipment	After two or more weeks of system commissioning
OPTIONAL SERVICES: YEAR 2 / YEAR 3 / YEAR 4		
6.	Equipment installation	In the last week of May or within seven days of the fishway being put into operation
7.	Rental and maintenance of the monitoring system	Once the fishway is put into operation until September 30
8.	Technical and analytical support during the operation of the monitoring system	Throughout the commissioning period for the monitoring system
9.	Removal and storage of equipment for the winter season	Within the 14 days following Thanksgiving

6. LOCATION OF MANDATE AND ACCESS TO SITE

The equipment will be installed at the Vianney-Legendre fishway at the Saint-Ours Canal National Historic Site (Quebec, Canada). The site is located in the municipality of Saint-Roch-de-Richelieu, on the left bank of the Richelieu River (figures 2 and 3). The site can be easily accessed by vehicle via Saint-Jean-Baptiste Street (or Route 223). The site's address is as follows:

1453 Saint-Jean-Baptiste, RR 1
Saint-Roch-de-Richelieu, Quebec, Canada J0L 2M0

The Contractor must give PCA 72-hour prior notice before visiting the site so that PCA can coordinate with its teams and ensure that it has staff on site. The fishway is not accessible to the public. Access is restricted by a padlocked fence.



Figure 2: Saint-Ours Canal National Historic Site (Google Earth)



Figure 3: Vianney-Legendre multi-species fishway (Google Earth)

7. HEALTH AND SAFETY

The Contractor is required to complete their own risk assessment before beginning to install any equipment in the fishway. For informational purposes, workers could be exposed to hazards that include, but are not limited to, the following:

- work near water
- risk of falls from heights
- risk of drowning
- risk of weather conditions (high winds, cold temperatures, etc.)

The Contractor will be responsible for their personal safety and that of the people under their authority while on the PCA site. To this end, the Contractor will have to provide and use the necessary safety equipment to carry out the mandate.

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ANNEX B BASIS OF PAYMENT

1. FIRM PRICE

Bidders tendered **all-inclusive** firm price to perform the work in Canadian funds, applicable taxes excluded. Any Travel and Living Expenses and other miscellaneous expenses must be included in the firm price.

DESCRIPTION	FIRM PRICE (Applicable Taxes Excluded)
FIRM SERVICES – YEAR 1 For the completion of tasks 1-2-3-4-5 as described in the Statement of Work in Annex A and upon acceptance by the Project Authority.	_____ \$
A- FIRM PRICE (YEAR 1) (Applicable Taxes Excluded)	_____ \$

2. LIMITATION OF EXPENDITURE

The firm unit cost* (column Y) for the performance of the work is **all inclusive** and in Canadian funds. Applicable taxes are extra. All travel, living and other miscellaneous expenses shall be included in the firm price.

OPTIONAL SERVICES (YEAR 2 - YEAR 3 - YEAR 4)

ITEM	DESCRIPTION	UNIT	X ESTIMATED QUANTITY	Y FIRM UNIT COST / month	(X * Y) ESTIMATED TOTAL PRICE (Applicable Taxes Excluded)
YEAR 2	All-Inclusive Rental Service: For the completion of tasks 6 7-8-9 as described in the Statement of Work in Annex A and upon acceptance by the Project Authority	month	5	_____ \$	_____ \$
YEAR 3	All-Inclusive Rental Service: For the completion of tasks 6 7-8-9 as described in the Statement of Work in Annex A and upon acceptance by the Project Authority	month	5	_____ \$	_____ \$
YEAR 4	All-Inclusive Rental Service: For the completion of tasks 6 7-8-9 as described in the Statement of Work in Annex A and upon acceptance by the Project Authority	month	5	_____ \$	_____ \$
B- ESTIMATED TOTAL COST FOR OPTIONALSERVICES YEAR 2 - YEAR 3 - YEAR 4 (Applicable Taxes Excluded)					_____ \$

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SUMMARY TABLE OF PRICES	FIRM PRICE (Applicable Taxes Excluded)
A- FIRM PRICE - YEAR 1	_____ \$
B- ESTIMATED TOTAL COST FOR OPTIONALSERVICES YEAR 2 - YEAR 3 - YEAR 4	_____ \$
A + B = Total bid price for evaluation (Applicable Taxes Excluded)	_____ \$

- The price for optional services presented is for evaluation purposes and does not commit Canada.
- In the event of an error in the calculation of prices, the FIRM UNIT COST will be retained.

ANNEX C INSURANCE REQUIREMENTS

Commercial General Liability Insurance

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 \$5,000,000 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. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - o. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.

- p. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
- q. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- r. 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.

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ANNEX D 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 Lead	Address	Contact Information
Project Manager		
Prime Contractor		
Subcontractor(s) (add additional fields as required)		

Location of Work

General Description of Work to be Completed
--

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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.

I, _____ (*contractor*), certify that I have read, understood and attest that my firm, employees and all sub-contractors will comply with the requirements set out in this document and the terms and conditions of the contract.

Name: _____

Signature: _____

Date: _____

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ANNEX E TO PART 4 OF THE BID SOLICITATION

TECHNICAL EVALUATION

Bidders are advised to address these criteria in the following order and in sufficient depth in their proposals to enable a thorough assessment. Parks Canada's assessment will be based solely on the information contained within the proposal. Parks Canada may confirm information or seek clarification from bidders. Bidders are advised that only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the criteria will not be considered demonstrated for the purpose of this evaluation.

The Bidder should provide complete details as to where, when (month and year) and how (through which activities/ responsibilities) the stated qualifications/experience were obtained. Experience gained during formal education shall not be considered work experience. All criteria for work experience shall be obtained in a legitimate work environment as opposed to an educational setting. Co-op terms are considered work experience provided they are related to the required services.

Bidders are also advised that the month(s) of experience listed for a project whose time frame overlaps that of another referenced project will only be counted once. For example: project one time frame is July 2001 to December 2001; project two time frame is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.

4.1.1. Technical Criteria

4.1.1.1 Mandatory Evaluation Criteria

The Mandatory Criteria listed below will be evaluated on a simple pass/fail basis. Proposals which fail to meet the mandatory criteria will be deemed non-responsive.

Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
<p>M1</p>	<p>Experience of the bidder</p> <p>Bidder MUST demonstrate experience in conducting at least two (2) fish population monitoring projects by count within the last 10 years from the bid closing date and provide a brief description.</p> <p>The bidder must have completed the following activities: development and installation of a fish counting and identification system using proven technologies, scientific data analysis and interpretation, report writing.</p> <p>The bidder must clearly demonstrate that it has the required experience in performing this type of activity.</p> <p>In order to demonstrate that its company has the required qualifications, the bidder should provide, at a minimum, the following information:</p> <ul style="list-style-type: none"> • Project title; • Description of service performed; • Name of the organization/client, including the name and phone number of a contact person who can confirm the information; • Exact project dates (month and year of start and end/delivery). <p>If the information provided is not sufficient to confirm the relevance of the project to the above requirements, the bid will be declared non-responsive.</p>		
<p>M2</p>	<p>Experience of the senior resource</p> <p>The proposed senior resource MUST have at least five (5) years of experience in fish population inventory, monitoring, and management using proven technologies.</p> <p>The bidder may propose more than one resource, but at least one resource must have the required minimum number of years of experience in each area. All experience requirements must have been acquired within the last ten (10) years from the bid closing date.</p> <p>- A copy of the resumé must be provided.</p>		

4.1.1.2 Evaluation of rated criteria

The criteria contained herein will be used by Parks Canada to evaluate each proposal that has met all of the mandatory criteria.

Proposals must achieve the stated minimum points required overall for the rated criteria to be assessed as responsive under the point rated technical criteria section; proposals not meeting the minimum required points will be deemed non-responsive.

Proposals will be evaluated based on the following criteria:

Criterion ID	Point Rated Technical Criteria	Minimum Points /Maximum Points	Proposal Page #
R1	<p>Experience of the bidder in the use of fish population monitoring and management techniques</p> <p>The bidder should specify the number of projects related to the use of fish population monitoring and management techniques completed in the last ten (10) years from the bid closing date.</p> <p>The bidder should list projects of similar scope, including the title, date and a brief description (maximum four (4) projects).</p> <p>Similar scope means to have experience in similar scope projects in a natural environment, fishway, river or navigation channel.</p> <p>(5 points are awarded for each project presented <u>in addition</u> to the two projects already submitted to the mandatory criterion M1)</p> <p style="margin-left: 40px;"> a. four additional projects related to fish population monitoring and management (20 points) b. 3 additional projects related to fish population monitoring and management (15 points) c. 2 additional projects related to fish population monitoring and management (10 points) d. 1 additional project related to fish population monitoring and management (5 points) </p>	20	
R2	<p>Bidder's proposed experience with respect to senior resources</p> <p>In addition to the mandatory five years of experience, the bidder will receive points as follows:</p> <ul style="list-style-type: none"> • Six years (1 point) • Seven to ten years (5 points) • More than ten years (10 points) <p>- A copy of the resumé must be provided.</p>	10	

R3	<p>General description of the work to be done</p> <p>Bidders should submit a detailed work plan that meets the minimum requirements outlined in the statement of work and clearly demonstrates a sound scientific approach that will achieve the project objective. The bidder’s plan must clearly describe its approach to meeting the requirements outlined in the statement of work and include the following:</p> <p>1-Description of the proposed fish population monitoring and management system; 2-Proposal of the location of the equipment in the fishway; 3-The methodology used to transmit and analyze the data; 4-Details of the maintenance and technical support that will be provided.</p> <ul style="list-style-type: none"> • The bidder’s plan does not meet any of the requested points (0 points) • The bidder’s plan clearly and sufficiently addresses only one of the requested points (1–10 points) • The bidder’s plan clearly and sufficiently addresses only two of the requested points (11–25 points) • The bidder’s plan clearly and sufficiently addresses only three of the requested points (26–35 points) • The bidder’s plan clearly and sufficiently addresses all requested points (36–50 points). <p>See the evaluation grid at the end of the document.</p>	50	
Total points		80 points	
Minimum points		48 points	

The evaluation grid described below will be used to evaluate bidders’ proposals against each rated criterion.

EVALUATION GRID	
Excellent (100%)	The rated criteria are addressed in depth and the information provided demonstrates a complete and thorough understanding of all elements of the rated criteria.
Very good (80%)	The information provided clearly demonstrates a full understanding of all elements of the rated criteria.
Good (60%)	The information provided clearly demonstrates a full understanding of most, but not all, elements of the rated criteria.
Insufficient (40%)	The information provided demonstrates some relevant understanding of the stated criteria but does not show a complete understanding of all elements of the rated criteria.
Low (20%)	The information provided demonstrates that the bidder has a minimum understanding of the criteria listed.
Unacceptable (0%)	The information provided does not meet the criteria.

ANNEX F TO PART 5 OF THE BID SOLICITATION

LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

Requirements

Section 17 of the [Ineligibility and Suspension Policy](#) (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: <input type="checkbox"/> Corporate Entity <input type="checkbox"/> Privately Owned Corporation <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership		
Supplier's Legal Address:		
City:	Province / Territory:	Postal Code:
Supplier's Procurement Business Number (optional):		

List of Names

Name	Title

Solicitation No.:
5P300-22-0108/A

Amendment No.:
00

Contracting Authority:
Caroline Demers

Ver.06.29.2022

Client Reference No.:
10221109

Title:
Fish Population Monitoring System at the Vianney-Legendre Fishway - Saint-Ours
Canal National Historic Site

Declaration

I, _____, (*name*)
_____, (*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: _____

ANNEX G 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 [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 (<input type="checkbox"/>) No (<input type="checkbox"/>)

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

Solicitation No.:
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00

Contracting Authority:
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Fish Population Monitoring System at the Vianney-Legendre Fishway - Saint-Ours
Canal National Historic Site

published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-1](#) 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.