



<p>RETURN BIDS TO:</p> <p>SUBMISSIONSBIDS@EC.GC.CA</p> <p>Bid Receiving - Environment and Climate Change Canada</p> <p>All bids must be sent by email to:</p> <p>soumissionsbids@ec.gc.ca</p> <p>BID SOLICITATION</p> <p>PROPOSAL TO: ENVIRONMENT AND CLIMATE CHANGE CANADA</p> <p>We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.</p>	<p>Title Reception, interpretation, surveillance, security and maintenance at the Pointe de l'Est National Wildlife Area, 2024-26.</p>	
	<p>ECCC Bid Solicitation No. /SAP No.</p> <p>500079143</p>	
	<p>Date of Bid solicitation (YYYY-MM-DD)</p> <p>2024-05-15</p>	
	<p>Bid Solicitation Closes (YEAR-MM-DD)</p> <p>At: 2:00 P.M.</p> <p>On: 2024-05-30</p>	<p>Time Zone</p> <p>Eastern Daylight Time (EDT)</p>
	<p>F.O.B See herein</p>	
	<p>Address Enquiries to: Michel Lariviere at michel.lariviere@ec.gc.ca</p>	
	<p>Delivery Required See herein</p>	
	<p>Destination of Services See herein</p>	
	<p>Security There is a security requirement associated with this solicitation</p>	
	<p>Vendor/Firm Name and Address</p>	
	<p>Telephone No.</p>	<p>Fax No.</p>
	<p>Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print)</p>	
<p>Signature</p>	<p>Date</p>	



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- [Attachment 1 to Part 3](#), Financial Bid Presentation Sheet
- [Attachment 1 to Part 4](#), Mandatory Technical Criteria

List of Annexes:

- Annex A - Statement of Work and Insurance Requirements
- Annex B - Basis of Payment



PART 1 – GENERAL INFORMATION

1.1 Introduction

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

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

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

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

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

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

Part 6 Insurance that must be addressed by Bidders; and

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

The Attachments include the Financial Bid Presentation Sheet and Mandatory Technical Criteria.

The Annexes include the Statement of Work and the Basis of Payment.

1.2 Summary

1.2.1 Environment and Climate Change Canada (ECCC) has a need to **obtain services to ensure the ongoing operations of the Pointe de l'Est National Wildlife Area (PDE NWA) and adjacent lands managed by ECCC. Specific objectives include visitor reception and interpretation, facility, and land maintenance, site surveillance and public safety** as detailed in the Statement of Work, Annex A to the bid solicitation.

It is intended to result in the award of one (1) contract from contract award date to December 31, 2026, inclusive.

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

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

1.2.4 The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

1.3 Debriefings



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



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The 2003 (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The standard instructions 2003 are modified as follows:

Under “Text” at 02:

Delete: “Procurement Business Number”

Insert: “Deleted”

At Section 02 Procurement Business Number

Delete: In its entirety

Insert: “Deleted”

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

Delete: In its entirety

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

At Section 06 Late Bids:

Delete: “PWGSC”

Insert: “Environment and Climate Change Canada”

At Section 07 Delayed Bids:

Delete: “PWGSC”

Insert: “Environment and Climate Change Canada”

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

Delete: In its entirety

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 (ECCC) at the address and by the date, time and place indicated on page 1 of the bid solicitation.

2.3 Former Public Servant – Competitive Bid

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

Definitions

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

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

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

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c.C-17, the [Defence Services Pension](#)



Continuation Act 1970, c.D-3, the Royal Canadian Mounted Police Pension Continuation Act , , 1970, c.R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c.R-11, the Members of Parliament Retiring Allowances Act, R.S., 1985, c.M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 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 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 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 10 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.7 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.

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 must be submitted ONLY to the following email address:

Email Address: soumissionsbids@ec.gc.ca
Attention: Michel Larivière
Solicitation Number: 5000079143

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.

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 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

- 3.1.1 Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet detailed in Attachment 1 to Part 3.
- 3.1.2 Bidders must submit their financial bid in Canadian funds and in accordance with the Financial Bid Presentation Sheet detailed in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.
- 3.1.3 Bidders must submit their prices and rates FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.

3.1.4 Price Breakdown

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

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

The professional fees must include the total estimated cost of all travel and living expenses that may need to be incurred for:

- (i) Work described in Part 7, Resulting Contract of the bid solicitation required to be performed within the region of Lake Saint-François.
- (ii) Travel between the successful bidder's place of business and the region of Lake-Saint-François; and
- (iii) The relocation of resources

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) Applicable Taxes: The bidders should indicate the Applicable Taxes separately.

3.1.5 Bidders should include the following information in their financial bid:

- (a) Their legal name; and
- (b) The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid; and any contract that may result from their bid.

Section III: Certifications

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



ATTACHMENT 1 TO PART 3

FINANCIAL BID PRESENTATION SHEET

FINANCIAL PROPOSAL

- a) **The Bidder must complete this Financial Bid Presentation Sheet and include it in its financial bid. Prices per deliverable must only appear in the Financial Bid and in no other part of the bid.**
- b) Overhead and profit are to be included in the firm's all-inclusive price. FOB destination, Canadian customs duties and excise taxes included.

Deliverables	From contract award date to December 31, 2024 All-inclusive annual price (A)	From June 1 st 2025 to December 31, 2025 All-inclusive annual price (B)	From June 1 st 2026 to December 31, 2026 All-inclusive annual price (C)	Total all-inclusive price (A+B+C)
1 - Reception & Interpretation	\$ _____ <BIDDER TO COMPLETE>	\$ _____ <BIDDER TO COMPLETE>	\$ _____ <BIDDER TO COMPLETE>	\$ _____ <BIDDER TO COMPLETE>
2 - Maintenance, inspections, and monitoring of the territory	\$ _____ <BIDDER TO COMPLETE>	\$ _____ <BIDDER TO COMPLETE>	\$ _____ <BIDDER TO COMPLETE>	\$ _____ <BIDDER TO COMPLETE>
3 - Annual report	\$ _____ <BIDDER TO COMPLETE>	\$ _____ <BIDDER TO COMPLETE>	\$ _____ <BIDDER TO COMPLETE>	\$ _____ <BIDDER TO COMPLETE>
TOTAL EVALUATED BID PRICE				\$ _____ <BIDDER TO COMPLETE>
APPLICABLE TAXES <i>(Insert applicable taxes rate percentage)</i> <i>(insert the amount as applicable)</i>				% _____ <BIDDER TO COMPLETE> \$ _____ <BIDDER TO COMPLETE>



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1. Evaluation Procedures

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

4.2. Technical Evaluation

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

Mandatory technical evaluation criteria are included in Attachment 1 to Part 4.

4.3. Financial Evaluation

4.3.1 Evaluation of Price

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

For evaluation purposes only, the price of the bid will be determined as follows:

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

4.4 Basis of Selection – Lowest Evaluated Price

To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation; and
 - (b) meet all the mandatory criteria
- 4.4.1 Bids not meeting 4.4 (a) or (b) will be declared non-responsive.
 - 4.4.2 Responsive bids will be ranked in ascending order of evaluated prices, the responsive bid offering the lowest evaluated price being ranked first. In the event that two responsive bids have the same evaluated price, the responsive bid which has the most experience under Mandatory Criteria M3 and if still tie, the responsive bid which has the most experience under Mandatory Criteria M4 will be ranked the higher. Of the highest ranked responsive bids, only one will be recommended for award of a contract.



ATTACHMENT 1 TO PART 4

MANDATORY TECHNICAL CRITERIA

Technical Mandatory Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids that fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

Criterion no.	Mandatory Criteria	Met/ Not Met	Bid reference
M1	<p>Bidders must provide a list of the proposed team that will perform the work,</p> <p>The list must provide the following information for each team member:</p> <ul style="list-style-type: none"> a) First name b) Last name 		
M2	<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:</p> <ul style="list-style-type: none"> a) Ecology, b) Biology, c) Conservation, or d) Physical geography, <p>or has more than 5 years of experience within the last 10 years from the bid closing date in one of the four (4) fields mentioned above ((a) to (d)).</p> <p>The bidder must provide a copy of the diploma or demonstrate experience acquired through project references.</p> <p>For each project listed, the bidder must indicate:</p> <ul style="list-style-type: none"> (a) the name of the client organization; (b) the name, telephone number or email address of a client contact; (c) start and end dates (month-year); (d) the team member's role, level and responsibility; and (e) a short description. 		
M3	<p>The bidder must demonstrate that one of the proposed resources has more than 5 years of</p>		



Criterion no.	Mandatory Criteria	Met/ Not Met	Bid reference
	<p>experience within the last 10 years from the bid closing date in monitoring a protected area including parks, refuges, national wildlife areas or biodiversity reserves.</p> <p>For each project listed, the bidder must indicate:</p> <ul style="list-style-type: none">(a) the name of the client organization;(b) the name, telephone number or email address of a client contact;(c) start and end dates (month-year);(d) the team member's role, level and responsibility; and(e) a short description.		
M4	<p>The bidder must demonstrate that one of the proposed resources has more than 5 years of experience within the last 10 years from the bid closing date in natural resource conservation projects.</p> <p>For each project listed, the bidder must indicate:</p> <ul style="list-style-type: none">(a) the name of the client organization;(b) the name, telephone number or email address of a client contact;(c) start and end dates (month-year);(d) the team member's role, level and responsibility; and(e) a short description.		
M5	<p>The bidder must demonstrate that one of the proposed resources has more than 5 years of experience within the last 10 years from the bid closing date in welcoming visitors, interpretation and raising public awareness.</p> <p>For each project listed, the bidder must indicate:</p> <ul style="list-style-type: none">(a) the name of the client organization;(b) the name, telephone number or email address of a client contact;(c) start and end dates (month-year);(d) the team member's role, level and responsibility; and(e) a short description.		
M6	<p>The bidder must demonstrate that one of the proposed resources has more than 5 years of experience within the last 10 years from the bid closing date in the maintenance of natural sites,</p>		



Criterion no.	Mandatory Criteria	Met/ Not Met	Bid reference
	<p>including vegetation cutting, trail maintenance and minor infrastructure rehabilitation.</p> <p>For each project listed, the bidder must indicate:</p> <ul style="list-style-type: none">(a) the name of the client organization;(b) the name, telephone number or email address of a client contact;(c) start and end dates (month-year);(d) the team member's role, level and responsibility; and(e) a short description.		



PART 5 – CERTIFICATIONS

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

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

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

5.1. Certifications Required Precedent to Contract Award

5.1.1 Integrity Provisions - Associated Information

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

5.1.2. Federal Contractors Program for Employment Equity - Bid Certification

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

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

5.2. Additional Certifications Required Precedent to Contract Award

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

5.2.1. Status and Availability of Resources

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



clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

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

5.2.2. Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.



PART 6 –INSURANCE REQUIREMENTS

6.1. Insurance Requirement

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 Appendix 3 of Annex A - SOW.

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



PART 7 - RESULTING CONTRACT

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

Title: *(ECCC to insert at contract award)*

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

2035 (2022-12-01), General Conditions – Higher Complexity - Services, as modified below, apply to and form part of the Contract.

7.2.2 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract: _____ *(ECCC to insert name(s) of person(s) at contract award)*.

7.3 Term of Contract

7.3.1 Period of the Contract

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

7.3.2 Transition Period

The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that a transition period may be required at the end of the Contract. The Contractor agrees that Canada may, at its discretion, extend the Contract by a period of one month under the same conditions to ensure the required transition. 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.

The Contracting Authority will advise the Contractor of the extension by sending a written notice to the Contractor at least 7 calendar days before the contract expiry date. The extension will be evidenced for administrative purposes only, through a contract amendment.

7.4 Authorities *(ECCC to complete the below info at contract award)*



7.4.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: _____

Title: _____

Environment and Climate Change Canada

Procurement and Contracting Division

Address: _____

Telephone: ____-____-_____

E-mail address: _____

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

7.4.2 Technical Authority

The Technical Authority for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____-____-_____

E-mail address: _____

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

7.4.3 Contractor's Representative

Name: _____

Title: _____

(Legal & Operating Company Name): _____

Address: _____

Telephone: ____-____-_____

E-mail address: _____

7.5 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.

7.6 Payment

7.6.1 Basis of Payment – Firm Lot Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price as specified in **Annex B** for a total cost of \$_____ (ECCC will *insert the amount at contract award*). Customs duties are included, and 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.

7.6.2 Method of Payment – Multiple 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.

7.6.3 SACC Manual Clauses

A9117C (2007-11-30) T1204 – Direct Request by Customer Department
A9068C (2010-01-11) - Government Site Regulations

7.6.4 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

7.6.5 Auditing

Canada reserves the right to recover amounts and make adjustments to amounts payable to the Contractor where an examination of the Contractor's records has identified amounts allocated to the Contract that are not in accordance with the Contract terms.

Where the results of an examination indicate that an overpayment by Canada has occurred, such overpayment is due and payable on the date indicated in the notice of overpayment.

7.7 Invoicing Instructions

7.7.1 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.



7.7.2 Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

7.8 Certifications and Additional Information

7.8.1 Compliance

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

7.09 Applicable Laws

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

7.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2022-12-01), Higher Complexity - Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment; and
- (e) the Contractor's bid dated _____, *(ECCC to insert date of bid) or (If the bid was clarified or amended, ECCC to insert at the time of contract award), as clarified on _____ (or), as amended on _____ (and insert date(s) of clarification(s) or amendment(s)).*

7.11 Insurance Requirements – Specific requirement

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

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

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



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

7.12 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".



ANNEX A

STATEMENT OF WORK and INSURANCE REQUIREMENTS

1. TITLE

Reception, interpretation, surveillance, security and maintenance at the Pointe de l'Est National Wildlife Area, 2024-26.

2. DEFINING THE REQUIREMENTS

Environment and Climate Change Canada (ECCC) requires services to ensure the ongoing operations of the Pointe de l'Est National Wildlife Area (PDE NWA) and adjacent lands managed by ECCC. Specific objectives include visitor reception and interpretation, facility and land maintenance, site surveillance and public safety.

3. CONTEXT

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 surveillance, maintenance and reception activities and to ensure public safety in the network of National Wildlife Areas..

4. SCOPE

4.1 The area covered by this statement of work is the PDE NWA and adjacent lands managed by ECCC as shown on the map in Appendix 1. The visitor reception area is located at the following address:

The contact information for the PDE NWA is:

Pointe de l'Est National Wildlife Area
Environment and Climate Change Canada Route 199
Grosse-île (Quebec)

The correspondence address is:

Environment and Climate Change Canada
801-1550 d'Estimauville Avenue
Quebec City, Quebec G1J 0C3

4.2 The contract will run from the contract award date to December 31, 2026.

4.3 Public reception and interpretation

The provision of public reception services will commence from contract award date and will end on September 30th for the 2024, 2025 and 2026 seasons according to the following schedule:



- Daily availability according to a daily schedule from 9:00 a.m. to 5:00 p.m. (location at the contractor's office).

4.4 Territory monitoring, maintenance and public safety services

The period of delivery for territory monitoring, maintenance, and public safety services begins at contract award and ends on September 30th for the 2024, 2025 and 2026 seasons.

5. **WORK AND DELIVERABLES**

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

- Reception of the public
- Monitoring of the territory
- Public safety
- Maintenance

5.1 Public reception and interpretation

The reception of the public allows visitors to appreciate the site and 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.

5.1.1 The contractor must, for the period covered by the public reception services (refer to section 4 (Scope) above):

- a) Provide the public visiting the PDE NWA and the adjoining properties managed by ECCC with a presence to answer questions and guide visitors, including the provision of a variety of information relevant to the reserve (activities, territory, species to see) and the network of national wildlife reserves;
- b) Greet visitors in a courteous and professional manner in both official languages, in French and in English, in person and by telephone;
- c) 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;
- d) Develop and implement the interpretive plan and provide a program for both self-guided and guided tours;
- e) 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; and
- f) Record attendance statistics (number of visitors for each date);

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

5.2 Territory monitoring

Monitoring of the territory of the NWA is an important aspect of the work to be carried out. The NWA includes elements typical of the landscape of the Magdalen Islands. This sector is also recognized for its importance as a nesting area for two migratory birds at risk (Piping Plover *melodus* subspecies and Horned Grebe Magdalen Islands population) and for the habitat of a plant at risk, the Gulf of St.



Lawrence Aster. Two of these species have designated critical habitat at the northeastern tip of the Magdalen Islands archipelago. It is also the habitat of several other endemic or endangered plants. It is essential to ensure that uses in this area are compatible and compliant with existing regulations.

5.2.1 The contractor must, for the period covered by the territory monitoring services (refer to section 4 above), provide the following services:

- a) Check the integrity of the territory of the NWA along the footpaths (in green on the map in Appendix 1) and the adjoining lands managed by ECCC (in orange on the map of Appendix 1) in order to identify any modification or alteration of the environment and facilities (threat, breakage, disturbance of anthropogenic or natural origin, etc.);
- b) Report any use that does not comply with federal or provincial laws to ECCC;
- c) Inform the ECCC technical authority of any irregularities or potential infringements observed with regard to the use of the reserve;
- d) Notify ECCC of any irregularities in walking or ATV traffic off designated trails and areas based on permitted activities and times;
- e) Check the presence, visibility and condition of Canadian Wildlife Service signage throughout the territory (signage, interpretation, parking, trail map, ATV traffic advisory, etc.) and report any need to replacement, modification or addition if necessary;
- f) Take the necessary measures to ensure the visibility of signs (by cutting branches or removing labels or painting from vandalized posters for example);
- g) Report any concerns from citizens or local organizations regarding the NWA or adjacent lands of ECCC;
- h) 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;
- i) Submit an inspection report every month, according to the schedule established in section 7 (Deliverables), to the ECCC technical authority using the inspection sheet presented in Appendix 2.

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

5.3 **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 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.

5.3.1 Certain public safety responsibilities are the responsibility of all personnel working for the contractor on site. For the period covered by the public safety services specified in section 4 above, the contractor and the contractor's employees must:

- a) Read and understand the public security plan of the NWA and know its obligations;
- b) Report any risk likely to endanger the safety of the public or employees;



- c) 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;
 - d) 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;
 - e) Write an incident report for any event he witnesses and submit it to the site security officer who will send it to ECCC;
 - f) Immediately report any case of lost or injured people to the head of the ECCC-CWS-Qc Protected Areas Unit.
- 5.3.2 For the period covered by the public safety services specified in section 4 above, the contractor's employees responsible for reception services must:
- a) Take the necessary measures to prevent a dangerous situation;
 - b) Take note of accident reports and apply appropriate measures to correct the dangerous conditions described;
 - c) Inform the manager of the contractor of any incident on the site in terms of public safety.
- 5.3.3 For the period covered by the public safety services specified in section 4 above, the contractor's employees responsible for maintaining the reserve must:
- a) Execute in priority the tasks related to public safety according to the deadlines indicated above;
 - b) Put in place adequate security measures or devices to prevent risks.
- 5.3.4 Any report related to public safety must be made to the head of the ECCC/CWS-Qc Protected Areas Unit.
- 5.4 **Maintenance**
- 5.4.1 **Site and infrastructure**
- The PDE NWA, which is open to the public, includes several infrastructures (trails, boardwalks, parking lots, etc.). 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 4 above), the contractor must:
- 5.4.1.1 Verify that the safety of the premises for the public, its employees, volunteers and any other third parties is maintained at all times and report any hazards to the ECCC technical authority;
 - 5.4.1.2 Continuously maintain trails, parking lots, reception terraces, sidewalks, information kiosks, including by:
 - a) Performing minor maintenance, minor infrastructure repairs and other work as requested by ECCC;
 - b) Removing or burying roots, as necessary, to keep the walking surface safe and in good condition;



- c) Making emergency repairs to ensure the safety of the premises;
 - d) Promptly reporting to the ECCC technical authority any emergency repairs completed and any other situation that may compromise the safety of visitors;
 - e) Closing, on the prior advice of the head or technical authority of the ECCC-CWS-Qc Protected Areas Unit, all or part of trails, sidewalks, parking lots so as not to compromise the safety of visitors;
 - f) Maintaining the vegetation and grounds by ensuring the completion of the necessary tasks to meet the following requirements, a few days prior to and at all times during the maintenance period specified in section 4 above:
 - i. Maintain grassy areas at a length of no more than 15 cm;
 - ii. Ensure free movement of visitors and visibility of signs at all times;
 - iii. 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;
 - iv. Ensure at all times the clearance of infrastructure by pruning, if necessary, bulky shrubs;
 - v. Review all pathways in the fall;
 - vi. Ensure the visibility of any official display of ECCC by an appropriate cut of the vegetation; and
 - vii. Pick up clippings or, if necessary, place them out of sight of visitors.
 - g) Maintaining chemical toilets in parking lots where appropriate
- 5.4.1.3 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;
- 5.4.1.4 Report to the ECCC technical authority any inappropriate waste deposit;
- 5.4.1.5 Report to the ECCC technical authority any maintenance necessary for the management of migratory birds, species at risk or other wild species;
- 5.4.1.6 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;
- 5.4.1.7 All reports related to the maintenance of the site and infrastructure must be made to the ECCC technical authority. Any repair on an infrastructure or any new infrastructure development proposal will require prior authorization from the ECCC technical authority.

5.4.2 Equipment

- 5.4.2.1 In order to carry out the activities and work described herein, the contractor will use certain equipment and materials loaned by ECCC for these purposes. Some infrastructure, equipment and materials belonging to ECCC and necessary for the maintenance of the NWA or the provision of reception services are fragile in weather conditions; during the winter they must be stored in a secure place previously agreed upon with the ECCC technical authority and they need to be maintained before the start of the tourist season.



The contractor must:

- a) Maintain equipment and materials in good working order and report any required repairs or replacements to the ECCC technical authority; if necessary, the contractor may have the equipment on small loaned engines repaired;
- b) Performs necessary repairs and maintenance to infrastructure (stairs, boardwalks, etc.) at the beginning of the season, which includes repainting as needed, repairing and installing equipment in appropriate locations;
- c) Transport and store all equipment and removable interpretive panels in a secure, weatherproof and theft-proof (locked) location at the end of the surveillance and maintenance service period until the beginning of the next operating season;
- d) Provide the technical authority with a list of equipment in storage, its condition, any repairs and replacements required, and the precise location of the storage site, no later than one week after the end of the period of surveillance and maintenance services.

5.4.2.2 The loan certificate as well as the list of equipment loaned and to be stored is presented in Appendix 3. All reports related to the maintenance and storage of equipment must be made to the ECCC technical authority.

6. CONSTRAINTS

6.1 Permits

6.1.1 The contractor must, at least 45 days prior to the commencement of the activities covered by this contract, submit a permit application to ECCC at: 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.

6.1.2 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. New development or infrastructure projects as well as commercial, scientific or other activities require additional specific permits.

6.2 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.

6.3 Security

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

6.3.2 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.

- 6.3.3 The contractor must ensure transport and storage of all ECCC equipment ie; removable signs and posts must be safeguarded in a locked and weatherproofed location for secure asset protection.

6.4 Publications

- 6.4.1 All publications must comply with the standards of the Government of Canada Policy on Communications and Federal Identity.
- 6.4.2 The contractor agrees to mention the name and property of the PDE 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.
- 6.4.3 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 PDE National Wildlife Area in particular.

6.5 Support from ECCC

- 6.5.1 CWS, as the authority responsible for managing the network of National Wildlife Areas in Canada, will provide the following equipment and services necessary to carry out the activities specified in these specifications and will assume the costs associated with emergency responses, upon prior approval of the head of the ECCC-CWS-Qc Protected Areas Unit.
- 6.5.2 Environment and Climate Change Canada is committed to providing:
- a) Outdoor maintenance tools, machinery, materials and equipment as listed in Appendix 3;
 - b) The cost of repairs to loaned equipment; and
 - c) Information (pamphlets) on national wildlife areas in Quebec.

6.6 Owned by ECCC

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

6.7 Location

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

7. DELIVERABLES AND SCHEDULE

- 7.1 The deliverables and the timetable for carrying out the activities described in this Statement of



Work are described below.

- 7.2 The annual report must respect the structure and order of the work described in this Statement of Work and must include an introduction and a section that includes recommendations and work to be done in addition to including as many photos as necessary to illustrate the state of the equipment and premises as well as the problems encountered, and the work carried out. **Payment for this deliverable can be completed only on receipt of relevant photos.**
- 7.3 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 the Statement of Work. If it is deemed 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 the Statement of Work, ECCC reserves the right to ask the consultant to submit other versions within 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 subsequent version, a justification will be requested (Word version with tracked changes, comments and responses to comments, if applicable).
- 7.4 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.
- 7.5 Table 1 -- Deliverables and schedule

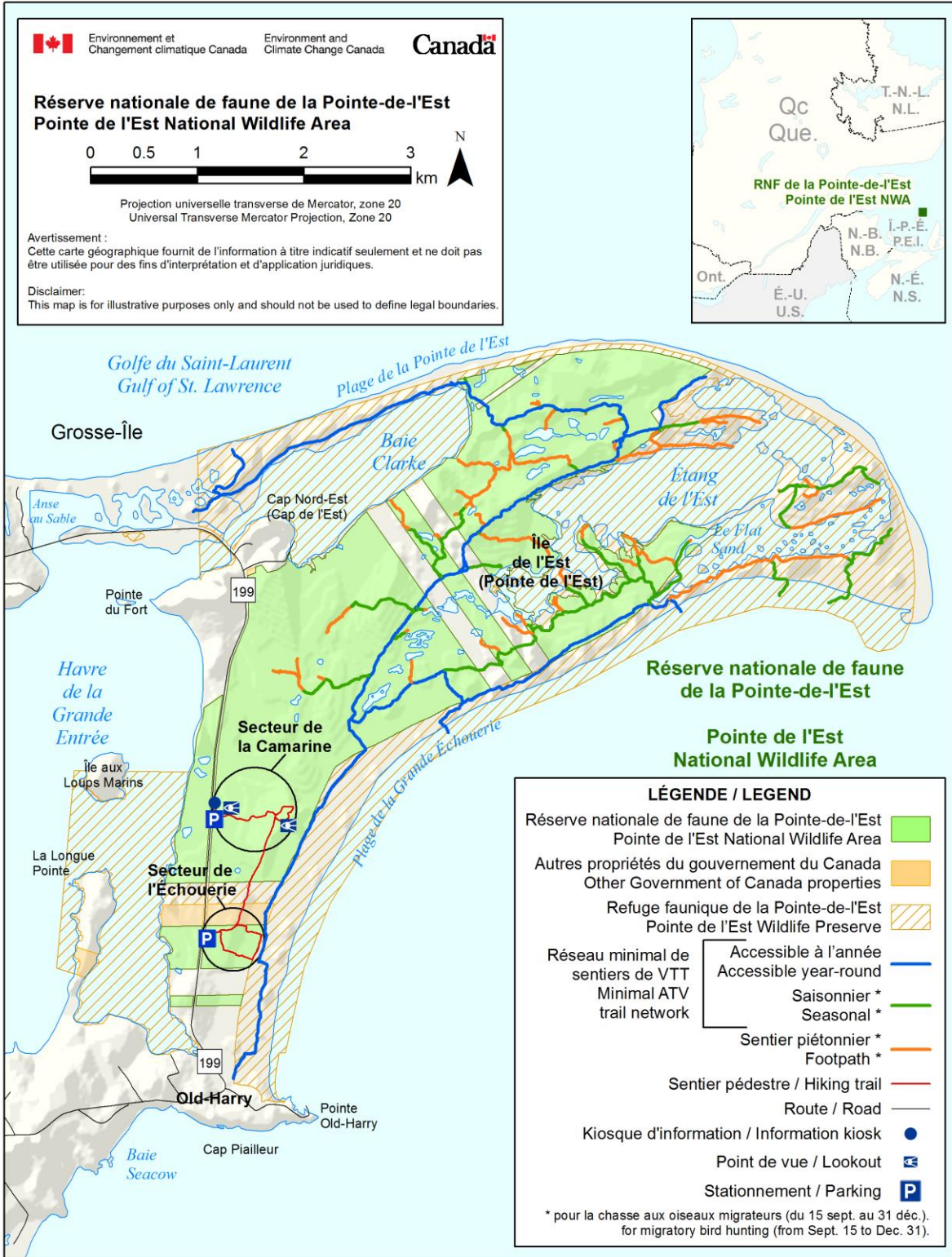
DELIVERABLES	2024-26 SCHEDULE
<p>7.5.1 Confirmation of the beginning of the work Provide confirmation that work will begin on May 1 and receipt of:</p> <ul style="list-style-type: none"> a) the names of the people hired b) before and after photos clearly showing the results of early season vegetation maintenance work c) before and after photos clearly showing the installation of the various equipment and their location. 	<p>June 15</p>
<p>7.5.2 Reception and interpretation</p> <p>7.5.2.1 <u>Public welcome services:</u></p> <ul style="list-style-type: none"> a) Provide an annual report that covers the entire period of reception services established in section 4. b) The number of days and dates worked daily must be included in the annual report. <p>7.5.2.2 <u>Interpretation services:</u></p> <ul style="list-style-type: none"> a) “nature loop” activity: introduction to the flora and fauna of the NWA through a guided walk behind the Salicorne (awareness of NWA themes). b) follow-up and installation of interpretation panels in the reserve. c) creation of a new leaflet and availability of podcasts on the web platform to encourage independent visits. d) transporting visitors to the NWA and providing information on the general rules of the NWA. 	<p>December 31</p>



DELIVERABLES		2024-26 SCHEDULE
<ul style="list-style-type: none"> e) update and implementation of the interpretation plan in conjunction with ECCC. f) proposals for actions around the development of the link between the community and the NWA. g) community connection and involvement of local ambassadors 		
<p>7.5.3 Maintenance, inspections and territory monitoring</p> <ul style="list-style-type: none"> a) Territory inspection and monitoring must be carried out at least every month, i.e., 4 times during the delivery period of the territory surveillance, maintenance and public safety services established in section 4. b) Inspections must be carried out less than 4 days prior to each of the dates listed opposite and an inspection and monitoring report must be completed for each using the form in Appendix 2. c) The form must be duly completed, accompanied by photos of the problems reported, and sent to the ECCC technical authority by the dates specified opposite. d) RMS trail surveillance: participation in the surveillance committee and relationship with Environment Canada and NWA partners. 		<p>June 30 July 31 August 31 September 30</p>
<p>7.5.4 Annual report</p> <p>The annual report must contain the following information:</p> <ul style="list-style-type: none"> a) dates of operation (including reception service). b) a section for each of the activities provided for in the contract, including a report on the activities carried out. c) record of the number of visitors for each day of reception (by date). d) number of school groups, age group, origin and dates of their visits. e) repairs made with before and after pictures. f) observed infractions, supporting photos, interventions carried out, results obtained. g) identification of maintenance, repair and acquisition needs for the following year. h) equipment storage including an inventory: description of equipment, condition of equipment with photos, repairs or replacement required, storage address and name and contact information. i) difficulties encountered and solutions applied. j) specific recommendations for improving site management and public services. 		<p>December 31</p>



APPENDIX 1: MAP OF PDE NWA AND THE PROPERTIES MANAGED BY ECCC





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	Camarine	Échouerie	La Lande	Rabougri	Mitan	Bol à soupe
1.	Reception of the public						
1.1	Posted regulations						
1.2	Information displayed and available						
1.3	Attendance statistics						
2.	Surveillance of the territory						
2.1	Damage and threats						
2.2	Non-conforming uses						
2.3	Signage status						
2.4	Presence of species of interest						
2.5	Invasive species control						
3.	Public Safety						
3.1	Known plan and procedures						
3.2	Incident report transmitted						
3.3	First aid kit(s)						
3.4	Other rescue equipment (stretcher, etc.)						
4.	Site maintenance						
4.1	Site and infrastructure (S&I)						
4.1.1	Trails (level, holes, etc.)						
4.1.2	Parking lots						
4.1.3	Awareness panels						
4.1.4	Benches/Picnic Tables						
4.1.5	Sidewalks/Bridges/Bridges						
4.2	S&I Vegetation						
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						
4.3	Material						
4.3.1	Showing posts and posters						
4.3.2	Interpretation panels						



APPENDIX 3: EQUIPMENT LOAN CERTIFICATION, EQUIPMENT VALUE ASSESSMENT AND COMMERCIAL GENERAL LIABILITY INSURANCE

The Borrowing Equipment form must be completed and signed by the winning contractor of this solicitation.

BORROWING EQUIPMENT

The Contractor agrees to the following:

1. Environment and Climate Change Canada (ECCC) agrees to loan the Contractor the equipment described in Table 1.
2. ECCC and the Contractor agree that, for the purposes of sections 5 and 6 below, the replacement cost of the loaned equipment in Table 1 is **\$10,000.00**.
3. (1) ECCC agrees to lend the Contractor the equipment described in Table 1:
 - (a) for the period of the contract;
 - (b) at no cost to the Contractor, except for the fees referred to herein.(2) Notwithstanding subsection (1)(a), the Contractor may, for any reason and at any time, terminate the borrowing of the equipment described in Table 1 by giving ECCC 10 days' notice, in which case the Contractor must, at its own expense, return said equipment to ECCC's place of business at:

Environnement et Changement climatique Canada
801-1550, avenue d'Estimauville
Québec (Québec) G1J 0C3
4. It is the responsibility of the Contractor to prepare and package the equipment loaned under Table 1 and to reimburse ECCC, upon receipt of an ECCC invoice or a copy of the expenditure receipt, if applicable, for the costs of transportation of said material, between the place of business of ECCC, specified in paragraph 2, and that of the contractor.
5. The Contractor must keep the equipment in good condition, allowing for normal wear and tear, and return it in the same condition in which it was received.
6. Upon request from ECCC, at any time, the Contractor must provide ECCC with visual proof that the equipment is still in place and in good condition and that said equipment will be properly retained and returned.
7. The Contractor must insure the equipment at its own expense against fire, theft, property damage and other risks, in the sum of **\$10,000.00**, which is equivalent to the replacement cost of the equipment, and provide to ECCC satisfactory proof of insurance. The insurance policy must state that the equipment is owned by ECCC.



8. (1) The Contractor must indemnify and hold harmless ECCC from and against all claims, damages, costs, expenses and all other demands, for which the Contractor must be responsible, which either may suffer or may be subjected to as a result of any act or omission on the part of the Contractor or caused by:
- a. any personal injury (including death) or loss or damage to the property of others which is manifestly or allegedly attributable to the use of the equipment described herein;
 - b. any right, lien, encumbrance or claim applying to such material; and
 - c. possession or use of the equipment by the Contractor or by any person to whom the Contractor has given the equipment set out in Table 1.
- (2) For the purposes of subsection 8(1) the Contractor must, at its own expense and prior to taking possession of the equipment, obtain and maintain for the duration of this contract commercial civil liability insurance in the sum of \$2,000,000 or higher per accident or occurrence and in the annual aggregate. This insurance must be issued by an insurance company authorized to do business in Canada. The insurance policy must name the Contractor and Canada as beneficiaries.
9. The Contractor must not remove the equipment from its place of business without the prior written consent of ECCC, and must permit the latter at all reasonable times, to inspect the equipment to determine its condition.

Signature and date of the Contractor representative

Signature

Date



EQUIPMENT VALUE ASSESSMENT – Table 1

Services	Material	Initial value
Site and infrastructure maintenance	Signage posts and posters	\$5,000.00
	ATV	\$5,000.00
	Total	\$10,000.00



ANNEX B

BASIS OF PAYMENT

A) From Contract Award date to December 31st, 2024

Deliverables	From Contract Award date to December 31 st , 2024	
	Payments Schedule and %	Payment amount
1 – Reception and Interpretation + Maintenance, inspections, and monitoring of the territory.	June 15, 2024 (33,4%)	\$ _____ <i>ECCC to enter at contract award</i>
	July 15, 2024 (33,3%)	\$ _____ <i>ECCC to enter at contract award</i>
	September 30, 2024 (33,3%)	\$ _____ <i>ECCC to enter at contract award</i>
2 – Annual report	December 31, 2024	\$ _____ <i>ECCC to enter at contract award</i>
Total – From Contract Award Date to December 31st, 2024 (applicable taxes extra)		\$ _____ <i>ECCC to enter at contract award</i>

B) From June 1st 2025 to December 31, 2025

Deliverables	From June 1 st 2025 to December 31, 2025	
	Payments Schedule and %	Payment amount
1 – Reception and Interpretation + Maintenance, inspections, and monitoring of the territory.	June 15, 2025 (33,4%)	\$ _____ <i>ECCC to enter at contract award</i>
	July 15, 2025 (33,3%)	\$ _____ <i>ECCC to enter at contract award</i>
	September 30, 2025 (33,3%)	\$ _____ <i>ECCC to enter at contract award</i>
2 – Annual report	December 31, 2025	\$ _____ <i>ECCC to enter at contract award</i>
Total – June 1st 2025 to December 31, 2025 (applicable taxes extra)		\$ _____ <i>ECCC to enter at contract award</i>

C) From June 1st 2026 to December 31, 2026

Deliverables	From June 1 st 2026 to December 31, 2026	
	Payments Schedule and %	Payment amount
1 – Reception and Interpretation + Maintenance, inspections, and monitoring of the territory.	June 15, 2026 (33,4%)	\$ _____ <i>ECCC to enter at contract award</i>
	July 15, 2026 (33,3%)	\$ _____ <i>ECCC to enter at contract award</i>
	September 30, 2026 (33,3%)	\$ _____ <i>ECCC to enter at contract award</i>
2 – Annual report	December 31, 2026	\$ _____ <i>ECCC to enter at contract award</i>
Total – June 1st 2026 to December 31, 2026 (applicable taxes extra)		\$ _____ <i>ECCC to enter at contract award</i>