

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Réception des soumissions - TPSGC / Bid  
Receiving - PWGSC  
1550, Avenue d'Estimauville  
1550, D'Estimauville Avenue  
Québec  
Québec  
G1J 0C7

**INVITATION TO TENDER**  
**APPEL D'OFFRES**

**Tender To: Public Works and Government Services  
Canada**

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 to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Soumission aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

**Vendor/Firm Name and Address**  
**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**  
TPSGC/PWGSC  
601-1550, Avenue d'Estimauville  
Québec  
Québec  
G1J 0C7

<b>Title - Sujet</b> FERRY SERVICES	
<b>Solicitation No. - N° de l'invitation</b> 5P207-140564/A	<b>Date</b> 2015-02-27
<b>Client Reference No. - N° de référence du client</b> 5P207-140564	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$QCL-037-16359
<b>File No. - N° de dossier</b> QCL-4-37229 (037)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2015-03-27</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Heure Avancée de l'Est HAE	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Woods, Michael	<b>Buyer Id - Id de l'acheteur</b> qcl037
<b>Telephone No. - N° de téléphone</b> (418) 649-2715 ( )	<b>FAX No. - N° de FAX</b> (418) 648-2209
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> PARCS CANADA FORT LENNOX SAINT-PAUL DE L'ILE AUX-NOIX Québec J3L 4C3 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b> VOIR DOC	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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qc1037

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirement**

There is no security requirement associated with this bid solicitation.

### **1.2 Requirement**

The requirement is detailed under Annex A - Requirement.

### **1.3 Debriefings**

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

### **1.4 Trade Agreements**

The requirement is limited to Canadian goods and/or services.

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

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

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

The 2003 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### **2.2 Submission of Bids**

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

### **2.3 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than 7 calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

### **2.4 Applicable Laws**

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

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

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## **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 hard copy)  
Section II: Financial Bid ( 1 hard copy)  
Section III: Certifications ( 1 hard copy)

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

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

#### **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 Annex E - Financial bid for evaluation purposes. The total amount of Applicable Taxes must be shown separately, if applicable.

##### **3.1.1 Exchange Rate Fluctuation**

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

##### **3.1.2 SACC Manual Clauses**

#### **Section III: Certifications**

Bidders must submit the certifications 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

The bidder must clearly demonstrate with his proposal, he meets and complies with the requirement.

#### 4.1.2 Financial Evaluation

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price

**4.1.2.2** Bidders must submit their financial bid in accordance with Annex E - Financial bid for evaluation. The total amount of Applicable Taxes must be shown separately, if applicable.

#### 4.1.3 Table of Mandatory Requirements to be met by bid closing

Notwithstanding deliverable requirements specified anywhere else within this solicitation and its associated Technical Specification, the following are the only mandatory deliverables that must be submitted with the Bid at the time of bid closing. The following are mandatory and the Bidder must be compliant on each item to be considered responsive.

Item	Description	Completed and Attached
1	Completed Annex E – Financial bid	
2	Lettre ou preuve d'assurance selon la clause 6.11 de la partie 6;	
3	Bidders shall submit the description of the proposed vessel or vessels with their proposal as per Annex A para 6.	
4	Bidders shall submit the vessel or vessels Transport Canada Inspection Certificate (85-0431) with their proposal.	
5	If a new vessel is proposed, proof that its design and/or its construction were approved by Transport Canada shall be provided by the day and time of the bid closing by submitting an Inspection Certificate (85-0431).	
6	Bidders shall submit provide an explanatory note (evacuation plan) with regards to how they plan on meeting the requirements of Annex A, para 9.4, with their proposal.	

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#### 4.1.4 Deliverables after Contract award

Item	Description	To be forwarded after contract award within:
1	The Contractor shall provide the Site Manager with a copy of the insurance policy mentioned in Article 12.1. of Annex A.	No less than fifteen (15) days before the beginning of operations for each year of the contract.
2	A valid copy of first aid and CPR certificates shall be delivered to the Site Manager as per Annex A, para 11.3.	No less than fifteen (15) days before the beginning of operations for each year of the contract.

#### 4.2 Basis of Selection

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

**For evaluation purposes only, the total price shall be established as per Annex E as follows:**

**Firm lot price for the 3 years of services, plus 45 hours per year of service multiplied by the firm hourly rate proposed.**

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## 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 Precedent to Contract Award and Certifications Required with the Bid

#### 5.1.1 Certifications 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.

##### 5.1.1.1 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.

##### 5.1.1.2 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [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.

#### 5.1.2 Certifications Required with the Bid

Bidders must submit the following duly completed certifications with their bid.

##### 5.1.2.1 Canadian Content Certification

This procurement is limited to Canadian services.

The Bidder certifies that:

( ) the service offered is a Canadian service as defined in paragraph 2 of clause A3050T.

5.1.2.1.1 SACC Manual clause [A3050T](#) (2014-11-27) Canadian Content Definition

## 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 this 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>) issued by Public Works and Government Services Canada.

#### 6.3.1 General Conditions

2010C (2014-09-25), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

### 6.4 Term of Contract

#### 6.4.1 Period of the Contract

The initial period of the Contract is from date of Contract to **9<sup>th</sup> October, 2017** inclusive.

#### 6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to **2 additional 1 year period(s) under the same conditions**. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least (60) 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:

Name: Michael Woods  
Title: Supply Specialist (Marine)  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Supply

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Address: 1550, avenue D'Estimauville, Québec, (Québec) G1J 0C4,  
Quebec, Canada  
Telephone: 418-649-2715  
Facsimile: (418) 648-2209  
E-mail address: [michael.woods@tpsgc-pwgsc.gc.ca](mailto:michael.woods@tpsgc-pwgsc.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:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone : \_\_\_\_ \_\_\_\_ \_\_\_\_\_  
Facsimile: \_\_\_\_ \_\_\_\_ \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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 is:

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

## 6.6 Payment

### 6.6.1 Basis of Payment - Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as *specified in contract for a cost of \$ \_\_\_\_\_ (insert the amount at contract award)*. Customs duties are excluded 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.

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## 6.6.2 Method of Payment - Milestone Payments

**6.6.2.1.** Milestone payments shall be made in accordance with the Schedule of Milestones attached hereto as Annex "C", upon the following terms and conditions:

- (a) invoices shall be submitted to Canada in accordance with the instructions specified herein;
- (b) the invoice is approved by the Project Authority; and
- (c) all the Work required for the milestone claimed has been received and accepted by the Project Authority.

**6.6.2.2.** The balance of the amount payable shall be paid following:

- (a) delivery and acceptance of the Work; and
- (b) the approval of the final invoice by the Project Authority.

**6.6.2.3.** Payment by Canada to the Contractor for the Work shall be made:

- (a) in the case of a milestone payment other than the final payment, within thirty (30) days following the date of receipt of an invoice; or
- (b) in the case of a final payment, within thirty (30) days following the date of receipt of a final invoice, or within thirty (30) days following the date on which the Work is completed, whichever date is the later.

**6.6.2.4.** If Canada has any objection to the form of the invoice, within fifteen (15) days of its receipt, Canada shall notify the Contractor of the nature of the objection. "Form of the invoice" means an invoice which contains or is accompanied by such substantiating documentation as Canada requires. Failure by Canada to act within fifteen (15) days will only result in the date specified in subsection 3 of this clause applying for the sole purpose of calculating interest on overdue accounts.

## 6.6.3 SACC Manual Clauses

SACC *Manual* clause [A9117C](#) (2007-11-30) T1204 - Direct Request by Customer Department

## 6.7 Invoicing Instructions

Payment will only be made upon submission of a satisfactory invoice duly supported by documents requested under the Contract.

The invoice shall be submitted on the Contractor's own invoice form and shall include:

- (a) the amount invoiced (exclusive applicable taxes, as appropriate);
- (b) the deduction for holdback, if applicable;
- (c) the amount of applicable taxes, as appropriate;
- (d) the date;
- (e) the name and address of the client department;
- (f) quantity and description (if applicable);
- (g) the PWGSC File Number and Contract Number as shown on page 1 of this Contract;
- (h) the financial codes as shown on page 1 of this Contract;
- (i) the Client Reference Number (CRN); and
- (j) the Procurement Business Number.

The invoice shall be forwarded to the Project Authority for certification and payment at the following e-mail address:

[mauricie.archives@pc.gc.ca](mailto:mauricie.archives@pc.gc.ca)

An electronic copy must be transmitted to the Contracting Authority:

Att.: Michael Woods  
E-mail address: [michael.woods@tpsgc-pwgsc.gc.ca](mailto:michael.woods@tpsgc-pwgsc.gc.ca)

## **6.8 Certifications**

### **6.8.1 Compliance**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

### **6.8.2 SACC Manual Clauses**

SACC Manual clause A3060C (2008-05-12) Canadian Content Certification

## **6.9 Applicable Laws**

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

## **6.10 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 [2010C](#) (2014-09-25), General Conditions - Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Method of Payment;
- (f) Annex D, Insurance Requirements; and
- (g) the Contractor's bid dated \_\_\_\_\_.

## **6.11 SACC Manual Clauses**

SACC Manual clauses G5003C (2014-06-26) Marine Liability Insurance

**Annex A**

**Statement of Work**

**Ferry Service**

**Fort Lennox National Historic Site**

**1. Description of Services**

To provide round-trip ferry service to visitors of the Fort Lennox National Historic Site, from the Information Centre Wharf to the West Dock of Île aux Noix, the distance separating these locations being approximately 350 metres.

**2. Seasonal Schedule**

From **May 16<sup>th</sup>** to **October 12<sup>th</sup>**, 2015 inclusively  
 From **May 20<sup>th</sup>** to **October 10<sup>th</sup>**, 2016 inclusively  
 From **May 15<sup>th</sup>** to **October 9<sup>th</sup>**, 2017 inclusively

With an irrevocable option to extend the contract for two optional periods of one (1) year each (2018 and 2019 seasons) provided that written notification is provided to the Contractor no less than sixty (60) days before the beginning of the optional period.

**3. Period and Schedule**

3.1 The Contractor shall provide daily ferry service during the following periods:

<b>Years</b>	<b>Periods</b>	<b>Type of service</b>
<b>2015</b>	May 16 <sup>th</sup> to June 16 <sup>th</sup> , 5 days/week (Monday to Friday)  June 17 <sup>th</sup> to September 7 <sup>th</sup> , 7 days/week  September 11 <sup>th</sup> to October 12 <sup>th</sup> , 3 days/week (Friday to Sunday)	Days when the site is open to the public (ferry available at a flat rate)  Special activities when applicable (ferry available at an hourly rate)
<b>2016</b>	May 20 <sup>th</sup> to June 21 <sup>st</sup> , 5 days/week (Monday to Friday)  June 22 <sup>nd</sup> to September 5 <sup>th</sup> , 7 days/week  September 9 <sup>th</sup> to October 10 <sup>th</sup> , 3 days/week (Friday to Sunday)	Days when the site is open to the public (ferry available at a flat rate)  Special activities when applicable (ferry available at an hourly rate)

<b>2017</b>	May 15 <sup>th</sup> to June 18 <sup>th</sup> , 5 days/week (Monday to Friday)  June 19 <sup>th</sup> to September 4 <sup>th</sup> , 7 days/week  September 8 <sup>th</sup> to October 9 <sup>th</sup> , 3 days/week (Friday to Sunday)	Days when the site is open to the public (ferry available at a flat rate)  Special activities when applicable (ferry available at an hourly rate)
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3.2 Parks Canada shall provide the Contractor with a precise schedule of site services no later than April 30<sup>th</sup> of each year.

#### 4. Costs

For the period when the site is open to the public (see table in Article 3.1), the prices for the ferry service are submitted as an annual flat-rate fee, that is to say they include all costs except applicable taxes.

#### 5. Location

- 5.1 The Contractor shall use the Ferry Wharf and the West Dock of the island for passenger boarding and to dock ferry-boats during the day. All Parks Canada facilities, premises, or structures are hereinafter referred to as the "premises".
- 5.2 The Contractor shall not use the section perpendicular to the West Dock on the island for docking before the level of the Richelieu River allows Parks Canada employees to install the removable dock. In the meantime, he shall dock the vessel in the location designated by the Site Manager.
- 5.3 During the night, the vessels shall be moored at the mainland dock or at a dock of the Contractor's choice.
- 5.4 Docking at the West Dock and docking at the Ferry Wharf shall be done in accordance with the Site Manager's instructions and with the various watercraft safety codes.
- 5.5 The Contractor shall not, at any time, use the West Dock of the island and the Ferry Wharf for any purpose other than transporting visitors to Fort Lennox.
- 5.6 The Contractor does not have exclusive use of the wharf and island docks. It is up to the Manager to determine the utilization of the docks based on the operational needs of the site.
- 5.7 At the beginning of the operating season, the Manager and the Contractor shall perform a joint inspection of the docks. In the event of damage to the premises by the Contractor, the latter will bear the cost of repairs.

## **6. Vessels**

- 6.1 The Contractor shall supply the necessary vessel or vessels to provide the requested service.
- 6.2 The Contractor shall ensure that the vessel or vessels he uses are in compliance with Transport Canada requirements, and written proof from the competent authorities Inspection Certificate (85-0431) shall be delivered to the Site Manager fifteen (15) days before the beginning of operations.
- 6.3 Bidders shall submit the description of the proposed vessel or vessels with their proposal as well as a valid Transport Canada Vessel Inspection Certificate (85-0431). Certification must correspond to the type of vessel, and to the type of voyage made. A safety management certificate, issued by a naval architect, certifying that the ship meets Transport Canada standards, may also be considered.
- 6.4 If a new vessel is proposed, proof that its design and/or its construction were approved by Transport Canada Inspection Certificate (85-0431) shall be provided by the day and time of the bid closing. A safety management certificate, issued by a naval architect, certifying that the vessel meets Transport Canada standards, may also be considered. In the case of a proposal with a new vessel, the Bidder shall also demonstrate beyond a doubt that the boat will be operational by the start of the contract.
- 6.5 If, during the contract period, the Contractor wishes to change vessels, he must obtain prior consent from the Site Manager by providing the description and certification of the new vessel.
- 6.6 Outsourcing must be submitted to Parks Canada for approval.
- 6.7 The draught of the ferry or ferries must be adequate to provide continuous service during the periods described in Article 3.

## **7. Vessel - Capacity**

The capacity of the ferry or ferries shall be no less than:

- 7.1 Forty-nine (49) passengers. This capacity must be reached with a single ferry.

## **8. Vessel - Maintenance**

- 8.1 The Contractor shall provide all of the supplies (for example: fuel, oil and grease, replacement parts), and labour required for the operation, maintenance, and certification of his vessel or vessels.
- 8.2 Regarding the quality and terms of service, the Contractor shall be responsible for the maintenance and operation of ferry services to the satisfaction of the Site Manager.

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- 8.3 The Contractor shall, at all times, maintain his equipment in a state that is satisfactory to the Site Manager.
- 8.4 The Contractor shall keep the premises, the equipment and the materials kept on these premises, in a state that is satisfactory to the Site Manager, who may, at any time, visit the premises to examine their state.
- 8.5 The Contractor shall not refuel his vessel or vessels, or change the oil at the docks used by the public. All of these actions shall be performed in compliance with the environmental standards in effect.

## 9. Crossing Schedule

- 9.1 Transportation of passengers between the Ferry Wharf and the West Dock of the island, whichever comes first, must be carried out, at least:
- Every half hour
  - Or
  - When the capacity of the ferry has been reached
- 9.2 The Contractor shall make every effort to ensure that visitors do not wait more than half an hour from one dock to the other, regardless of the dock or period of the year.
- 9.3 The Contractor agrees to make crossings at the frequency established by the Site Manager to facilitate the entrance and exit of school groups and other organized groups.
- 9.4 In the event that the ferry service is interrupted because of a mechanical failure, accident, or for any other reason, the Bidder shall demonstrate clearly that within a delay of no more than sixty (60) minutes, he can resume normal service, or evacuate the island in a safe manner. Provide an explanatory note with your bid, describing how you will meet this requirement.
- 9.5 The Contractor shall provide minimum ferry service for Parks Canada staff working at Île aux Noix according to the following schedule:
- Two (2) times a day (morning and evening) every day of the week
- Normally, these crossings are made thirty (30) minutes before the opening time, and fifteen (15) minutes before the site is closed to the public.
- 9.6 During normal opening hours and upon request from the Site Manager, the Contractor shall provide immediate transportation for any Government of Canada employee, or employee of the various companies, who must go to the island for business.
- 9.7 During normal opening hours and upon request from the Site Manager, the Contractor shall provide immediate transportation for any visitor or employee in case of a medical emergency.

9.8 The Contractor shall make the ferry available to Parks Canada, outside of or during normal opening hours, for certain tasks such as: Transporting goods that cannot be transported in our boats; carrying out certain customer service experiments; circling the island or going along other itineraries for safety purposes; any other special activities, up to a maximum of twenty (20) hours per season. It is possible that these hours may be used outside of opening hours. Once these twenty (20) hours have been used up, the Contractor's hourly rate will apply. If these twenty (20) hours are not completely used, the Contractor's hourly rate will apply to adjust (down) the final price of the contract.

9.9 The Contractor's boats must be fast enough and easy enough to manoeuvre for crossing and docking to be carried out in no more than 8 minutes.

## 10. Customer Service

10.1 The Contractor shall ensure that the Captain informs users of the main safety rules, in both official languages, at the beginning of the crossing.

10.2 Ferry staff shall ensure passenger safety on the docks when passengers board and disembark, by clearly providing instructions, by controlling the groups, and by performing the tasks deemed necessary by the Site Manager, namely installing and removing buoys and ropes on the West Dock.

10.3 In addition, ferry staff shall welcome visitors to the island, and indicate directions to and main services available at Fort Lennox, in accordance with the program standards provided by Parks Canada. The Contractor shall also ensure that staff provides assistance to visitors with reduced mobility.

10.4 The boat shall be fitted with a safe gangway to ensure there is never a gap between the dock and the threshold when passengers board or disembark. This gangway shall also enable wheelchair users to access the boat safely.

10.5 The ferry or ferries shall be fitted with a roof, awning, or some type of shelter to fully protect visitors from the rain, and it shall have a sufficient number of seats to accommodate all of the passengers during the day.

10.6 The general appearance of the vessel or vessels shall be clean and in good taste, meeting the aesthetic standards generally in effect for this type of service.

10.7 The crew of the ferry or ferries shall be responsible for the cleanliness of the docks where visitors board and disembark.

10.8 The Contractor shall ensure that hired staff members are able to express themselves satisfactorily in French and in English, and that they greet visitors appropriately.

## 11. Staff

- 11.1 The Contractor shall be responsible for hiring the staff and auxiliary staff that he will need for the ferry service, and he shall ensure that these people have a neat personal appearance when performing their duties.
- 11.2 The vessels shall, at all times, be piloted by a person who has the necessary skills and knowledge, in accordance with Transport Canada regulations. A copy of their certificates of competency shall be delivered to the Site Manager no less than fifteen (15) days before the beginning of operations.
- 11.3 The crew on board the vessel or vessels shall include at least one person with valid first aid and CPR certification. A copy of the certificates shall be delivered to the Site Manager no less than fifteen (15) days before the beginning of operations.
- 11.4 The Contractor shall ensure that staff members possess and wear a uniform that includes: pants or Bermuda shorts, a shirt, and an identification pin bearing the employee's name. The uniform shall be approved by the Site Manager, and paid for by the Contractor.
- 11.5 The Contractor shall, at his own expense, allow employees to attend a four-hour (4) training session, given by site staff members, in order for employees to have proper knowledge of the environment and of the activities at the site, as well as for them to acquire certain reception techniques, to the satisfaction of the Manager.
- 11.6 The Contractor shall ensure adequate supervision of his staff:
- To ensure visitor safety, as provided in the contract;
  - To ensure quality reception of visitors;
  - To ensure the smooth running of activities;
  - To ensure the efficient operation of the service mentioned in this contract.
- 11.7 The Contractor shall provide sufficient staff, in order to meet contract requirements and comply with the regulations in effect.
- 11.8 The Contractor shall ensure that his staff cooperates with Parks Canada staff to properly meet customer service needs.

## 12. Insurance

- 12.1 The Contractor shall, at his own expense, continue to have for each year of the contract, the insurance specified at Part 6.11 of the contract clauses. The policy will show as named insured Her Majesty the Queen in right of Canada, represented by the Parks Canada Agency. The policy must be deemed satisfactory by the Site Manager with respect to the form and the identity of the insured.
- 12.2 The Contractor shall, no less than fifteen (15) days before the beginning of operations, provide the Site Manager with a copy of the insurance policy mentioned in Article 12.1.)

- 12.3 The Contractor shall notify the Site Manager or his authorized agent of all property damage, anomalies, bodily harm, and other events that may occur to ferry users during operating hours.

### **13. Application of Regulations**

- 13.1 The Contractor shall take the necessary health, fire, and safety precautions, and he shall participate in the application of public safety and fire prevention plans relating to the ferry service.
- 13.2 The Contractor and his staff shall comply with the regulations made under the National Parks Act, the Canada Shipping Act, and any other act, regulation, and procedure that may apply to the service operated under this contract.

### **14. Miscellaneous**

- 14.1 The Contractor shall forbid the consumption of alcoholic beverages on board the ferry or ferries.
- 14.2 The Contractor shall clearly identify the service provided and his corporate name in a location approved by the Site Manager.
- 14.3 Any request relating to new services and activities, other than those provided for in this contract, shall be submitted to the Site Manager for approval, fifteen (15) days before the beginning of said services or activities.
- 14.4 The Contractor shall receive prior approval from the Site Manager before carrying out any form of solicitation or promotion whatever. The Site manager may accept or refuse such a request, and reserves the privilege of stating the conditions in which these activities are carried out.

The vessel or vessels shall be removed from the site no later than ten (10) days after the end of the operating season.

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**ANNEX "B"**  
(Will be filled at contract award)  
**BASIS OF PAYMENT**

For the services of a Ferryboat in accordance with the Requirements stated at Annex "A" Statement of Work a Firm Lot Price per year of:

Firm Lot Price - Hourly Rate:

Year	Hourly rate (for information purposes)	Firm Lot Price
2015	\$	\$
2016	\$	\$
2017	\$	\$
<b>Total :</b>		\$

**EXTENDED PERIOD OF CONTRACT**

The Contractor agrees that, during the extended period of the Contract, the rates and prices will be in accordance with the provisions of the Contract.

The Contractor grants to Canada the irrevocable option to exercise an additional two (2) years of optional periods defined as:

- i) Year 2018, and;
- ii) Year 2019.

This option may be exercised by the Contracting Authority and will be evidenced for administrative purposes only, through a contract amendment.

For both extension years, the same terms and conditions as stipulated in the original contract are to be used, however in the case of a Lump Sum contract, the total amount of the offer as shown in the Contract or as amended pursuant to the terms and conditions as expressed herein shall be increased or decreased by the percentage change in the Consumer Price Index as published by Statistics Canada for the area of Canada in which the work is being performed calculated for the 12 month period immediately preceding the commencement date of the said extension year, provided that written notice of the request for extension is given by Canada at least 60 days prior to the date of completion of the Contract.

**The contract's base price and hourly rates from year 2017 will be used. For subsequent years, the firm prices and hourly rates from the precedent year will be used as firm Lump sum and hourly rate.**

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**ANNEX "C"**

**METHOD OF PAYMENT**

**MILESTONE PAYMENT**

Parks Canada will make six (6) payments, upon receipt of a bill, on the following dates:

On June 1st	10% of the lump sum 100% of the hourly rates for May
On July 1st	15% of the lump sum 100% of the hourly rates for June
On August 1st	30% of the lump sum 100% of the hourly rates for July
On September 1st	25% of the lump sum 100% of the hourly rates for August
On October 1st	10% of the lump sum 100% of the hourly rates for September
On November 1st	10% of the lump sum 100% of the hourly rates for October

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**ANNEX "D"**

**INSURANCE REQUIREMENTS**

**MARINE LIABILITY INSURANCE - G5003C**

1. The Contractor must obtain Protection & Indemnity (P&I) insurance that must include excess collision liability and pollution liability. The insurance must be placed with a member of the International Group of Protection and Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the Marine Liability Act, S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by Worker's Compensation as detailed in paragraph (2.) below.
2. The Contractor must obtain Worker's Compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the Territory or Province or state of nationality, domicile, employment, having jurisdiction over such employees. If the Contractor is assessed any additional levy, extra assessment or super-assessment by a Worker's Compensation Board, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.
3. The Protection and Indemnity insurance 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 as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
  - b. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Parks Canada and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
  - c. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
  - d. 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.  
(Contracting officers must insert the following option, if applicable.)
  - e. 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:

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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 "E"

### Financial Bid Presentation Sheet

For the services of a Ferryboat in accordance with the Requirements stated at Annex "A" Statement of Work a Firm Lot Price per year of:

#### Evaluation Price:

Firm Lot Price - Hourly Rate:

Year	Hourly rate	Firm Lot Price	Total Price
2015	_____ \$/hr x 45hrs/year = _____ \$	\$	\$
2016	_____ \$/hr x 45hrs/year = _____ \$	\$	\$
2017	_____ \$/hr x 45hrs/year = _____ \$	\$	\$
<b>Total Evaluation Price :</b>			\$

#### EXTENDED PERIOD OF CONTRACT

The Contractor agrees that, during the extended period of the Contract, the rates and prices will be in accordance with the provisions of the Contract.

The Contractor grants to Canada the irrevocable option to exercise an additional two (2) years of optional periods defined as:

- i) Year 2018, and;
- ii) Year 2019.

This option may be exercised by the Contracting Authority and will be evidenced for administrative purposes only, through a contract amendment.

For both extension years, the same terms and conditions as stipulated in the original contract are to be used, however in the case of a Lump Sum contract, the total amount of the offer as shown in the Contract or as amended pursuant to the terms and conditions as expressed herein shall be increased or decreased by the percentage change in the Consumer Price Index as published by Statistics Canada for the area of Canada in which the work is being performed calculated for the 12 month period immediately preceding the commencement date of the said extension year, provided that written notice of the request for extension is given by Canada at least 60 days prior to the date of completion of the Contract.

**The contract's base price and hourly rates from year 2017 will be used. For subsequent years, the firm prices and hourly rates from the precedent year will be used as firm Lump sum and hourly rate.**