



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À :**

**Parks Canada Agency
Bid Receiving Unit
111 Water Street East
Cornwall, ON – K6H 6S3**

BID FAX : 1-877-558-2349

**REQUEST FOR QUOTATION
DEMANDE DE PRIX**

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

Proposition à : l'Agence Parcs 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 articles et les services énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

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

Title-Sujet Sable Island National Park Reserve sea-based cargo delivery operations	
Solicitation No. - N° de l'invitation 5P300-16-5088	Date June 2, 2016
GETS Reference No. – N° de référence de SEAG	
Client Reference No. – N° de référence du client	
Solicitation Closes L'invitation prend fin at – à 2 :00 p.m. on – le June 17, 2016	Time Zone Fuseau horaire - Eastern Daylight Time (EDT)
Address Inquiries to: - Adresser toute demande de renseignements à : Celine.morin@pc.gc.ca	
Telephone No. - N° de téléphone 613-938-5940	Fax No. – N° de FAX:
Destination of Goods, Services, and Construction: Destinations des biens, services et construction : Sable Island, Nova Scotia	
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur : Telephone No. - N° de téléphone : Facsimile No. - N° de télécopieur : Email :	
Name and title of person authorized to sign on behalf of the Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie) _____	
Name/Nom	Title/Titre
Signature	Date

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There are no security requirement associated with this Request for Quotation.

1.2 Statement of Work

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

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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 (2016-04-04) 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 the Parks Canada Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

2.3 Former Public Servant

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

Definitions

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

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

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

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) 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.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

Name of bidder

Signature

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) work 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 Nova Scotia.

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.

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 the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

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

Mandatory technical requirements, general	MET Y/N	If yes, please provide details.
M1 The bidder must have a base of operations in Halifax Harbor, including a secure storage facility and material handling equipment such as forklifts and cranes.		

<p>M2 The bidder must include information indicating that the vessel itself, including any landing craft, is fully outfitted for these types of operations at the owner's expense and is ready to commence operations upon award of the contract.</p>		
<p>M3 The bidder will include information showing that they have on staff an operations manager and a lead hand (operator in charge, or OIC) among the ship's crew that both have current and documented experience in these types of operations. Current experience is defined as: -having managed and carried out at least one comparable operation (beach landing of cargo on an exposed shoreline, unloaded by heavy equipment such as a tracked skid steer loader) in the last 5 years.</p>		
<p>M4 The bidder must provide a detailed description of their equipment and plan for their operation at Sable Island (this may include a tour by Parks Canada staff of their facilities if requested by PCA).</p>		

Recent relevant experience in performing beach landing cargo operations	Y/N:	If yes, provide details
<p>M5 The bidder must document in their bid experience with at least one comparable operation in the last 5 years, with comparable being defined as:</p> <ul style="list-style-type: none"> -beach landing operations on an unsheltered shoreline exposed to the open ocean - beach landing operations on a 100% soft sand beach inside the surf zone - unloading a landing craft by means of heavy equipment (such as a skidsteer with pallet forks) 		

Mandatory technical requirements for a "large scale" operation	Y/N:	
<p>M6 Cargo deck and ramp of landing craft able to support at least 14,000 lbs</p>		
<p>M7 Vessel lifting device able to lift cargo (including vehicles) of at least 14,000 lbs</p>		
<p>M8 Able to carry a minimum of 40 to 80 pallets per "large scale" trip and deliver them to the beach, to be unloaded by PCA staff by means of a tracked skidsteer loader with 48" pallet forks</p>		

Mandatory technical requirements for a "small scale" operation		
<p>M9 Able to carry a minimum of 15 pallets per "small scale" trip and deliver them to the beach, to be unloaded by PCA staff by means of a tracked skidsteer loader with 48" pallet forks</p>		
<p>M10 Vessel lifting device able to lift cargo (including vehicles) of at least 2500 lbs</p>		

4.1.2 Financial Evaluation

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

4.2 Basis of Selection

4.2.1 Basis of Selection – Mandatory Technical Criteria Only

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications 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 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](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equality/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.

5.1.3 Additional Certifications Prior to Contract Award

5.1.3.1. Status and Availability

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.

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

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

6.3.1 General Conditions

[2010C](#) (2016-04-04), 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 period of the Contract is from date of Contract to one year from date of issuance.

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 one additional one year period 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 thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Céline Morin
Advisor
National Contracting Services
Parks Canada Agency
111 Water Street East
Cornwall ON K6H 6S3

Telephone 613-938-5940
Facsimile 866-246-6893
celine.morin@pc.gc.ca

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

6.5.2 Project Authority

The Project Authority for the Contract is: *(will be provided on Contract award)*

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 *(bidders please fill in)*

Contact Name:

Address:

Telephone:

Facsimile:

E-mail address:

Procurement Business Number (PBN): _____

Or HST Number: _____

Instruction on how to obtain a Procurement Business Number (PBN)

Canadian Bidders are required to have a Procurement Business Number (PBN) before Contract award. Bidders may register for a PBN in the Supplier Registration Information service on line at the Business Access Canada Website at: <https://buyandsell.gc.ca>. For non- Internet registration, Bidders may contact the Business Access Canada InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

6.6 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: 2012-2](#) of the Treasury Board Secretariat of Canada

6.7 Payment

6.7.1 Basis of Payment

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

6.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____ *(to be inserted at contract award)*. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.7.3 Minimum Work Guarantee

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means 10 % of the Maximum Contract Value.

2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

6.7.4 Multiple Payments

Canada will pay the Contractor upon completion and delivery of units 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.

6.7.5 Work Authorization

A Work Authorization will be used to authorize work on an as-and-when-requested basis under this contract using the following administrative process:

- (a) The Project Authority will prepare a Work Authorization providing details of the services required and submit to the Contractor.
- (b) The Contractor will review the Work Authorization and provide a detailed work plan to be completed and a quote to the Project Authority using the rates established in the Contract.

The Contractor must respond to the Project Authority within four (04) business days of receiving the Work Authorization to provide a general plan of action.

- (c) The Project Authority will review the work plan and the quote, and if acceptable, the Project Authority will sign the Work Authorization and forward a copy to the Contractor and the Contracting Authority.
- (d) If any change is required to a confirmed Work Authorization, an amendment to the Work Authorization must be raised by the Project Authority. The Project Authority will complete and approve the amended Work Authorization and forward to the Contractor, authorizing the Contractor to begin on the amended work, and will also forward a copy to the Contracting Authority.
- (e) The Contractor must not begin work before receiving an approved Work Authorization.
- (f) The Cumulative value of all Work Authorizations, during the term of the Contract, must not exceed the Contract Limitation of Expenditure at 6.7.2.

- (g) The Contractor will provide an administrative consolidation of all Work Authorizations to both the Project Authority and the Contracting Authority upon completion of the Contract.

6.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the following address for certification and payment:

Parks Canada
PO Box 9080, STN A
Halifax NS B3K 5M7

6.9 Direct Deposit

In April 2012, the Government of Canada announced that direct deposit would be replacing cheques as the primary payment method for the federal payments issued by the Receiver General for Canada by April 2016. If the Bidder is not set up for direct deposit, a Direct Deposit Enrollment Form will be required to be submitted to the Contracting Authority upon receipt of a Contract.

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

6.10 Certifications

6.10.1 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.

6.11 Applicable Laws

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

6.12 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010C (2016-04-04);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) Annex D, Attestation and Proof of Compliance with Occupational Health and Safety (OHS); and
- (g) the Contractor's bid dated _____ *will be inserted at contract award.*

6.13 SACC Manual Clauses

A7017C (2008-05-12) Replacement of Specific Individuals

A9039C (2008-05-12) Salvage

A9068C (2010-01-11) Government Site Regulations

B6802C (2007-11-30) Government Property

6.14 Insurance – Specific Requirements

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

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

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

6.15 Inspection and Acceptance

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

ANNEX "A"

STATEMENT OF WORK

1. TITLE OF PROJECT

**SABLE ISLAND SEA-BASED CARGO DELIVERY
SABLE ISLAND NATIONAL PARK RESERVE, NOVA SCOTIA**

2. OBJECTIVE

Parks Canada Agency (PCA), Sable Island National Park Reserve (SINPR), has a requirement for the delivery of palletized drummed fuel, bulk cargo, and vehicles to and from Sable Island, NS. Sable Island is only accessible by sea and by air. Based on the type and volume of cargo required, a multi stage sea based resupply operation is required commencing in the spring of 2016.

3. SCOPE OF WORK

All vessel based cargo operations at Sable Island are carried out either by beach landing or helicopter sling load, there is no dock. Beach landing operations are carried out by the use of a landing craft, to be provided and operated by the contractor, that will be unloaded in the surf zone by a tracked skidsteer loader fitted with pallet forks which PCA operates on Sable Island.

There is no harbour at Sable Island and the soft sandy shoreline is 100% exposed to the open ocean. The reliable operating season for beach landings on Sable Island is roughly between April and October but small operating windows do exist in the winter months as well.

4. LOCATION

PCA's Sable Island operations are conducted out of the HRM and so Halifax Harbour must be the port of departure due to the preparations required for the staging of cargo and personnel. The bidder must have a base of operations in Halifax Harbor, including a secure storage facility and material handling equipment such as forklifts and cranes.

It is understood that alternate ports may need to be used on return voyages, as required for the safe and efficient operation of the vessel, but the end destination for all cargo returning from Sable Island still has to be Halifax Harbour.

5. EQUIPMENT

The contractor will provide a vessel, or vessels, capable of carrying 40-80 (large scale) or 15 (small scale) pallets of cargo between Halifax Harbor and Sable Island. The vessel, or vessels, will be fitted with lifting devices rated for a SWL of at least 14000 lbs for a large scale operation or 2500 lbs for a small scale operation.

The contractor will provide a landing craft, or landing crafts, capable of delivering cargo that is palletized, bagged (large lift or "meter" bags), motorized (vehicular, including full sized vehicles such as a crew cab truck in the case of a large scale operation), wheeled (i.e. trailers), or skidable to the beach at Sable Island. The deck and any ramp of the landing craft used in a large scale operation will be able to support a weight of at least 14000 lbs and will be such that it can be unloaded by means of a tracked skidsteer loader with 48" pallet forks. The landing craft used in a small scale operation will be able to support at least 2500 lbs and will be such that it can be unloaded by means of a tracked skidsteer loader with 48" pallet forks.

6. DESCRIPTION OF CARGO TO BE DELIVERED

Most of the cargo going to Sable Island is fuel in drums on pallets. The fuel type is mostly diesel but there is also some gasoline and some jet-A. Type and quantity will vary from operation to operation and will be at the discretion of PCA.

Other cargo going to Sable Island can include any of the following:

- construction materials on pallets
- vehicles ranging in size from ATVs to UTVs to SUVs to a full size crew cab truck
- trailers
- other bulk items

Cargo leaving Sable Island is generally empty drums, and waste packaged in large lift (meter) bags and on pallets.

From time to time there are vehicles going back and forth in the same season for service on the mainland.

7. CONTRACTOR'S RESPONSIBILITIES

7.1 Having received notice from PCA of the intent to commence an operation, it will be the responsibility of the contractor to take delivery of the cargo on the mainland and store it in a secure facility, load it onto the vessel, transport it to Sable Island, assist PCA staff with the un-loading on the beach, receive the return load and transport it back to the mainland. All bulk/heavy cargo will be palletized, bagged (large lift or "meter" bags), motorized (vehicular), wheeled (i.e. trailers), or skidable.

7.2 Upon loading and securing for transport, the contractor will arrange for and obtain, at their own expense, a load/stow survey from a third party with SAMS/NAMS accreditation which will be turned over to Parks Canada.

7.3 Once all preparations are in place, the contractor will make the final decision as to when it is safe and efficient to sail for Sable based on their interoperation of the weather and any other operating conditions.

7.4 The contractor will provide PCA with a copy of their safety, emergency, and environmental response plan prior to commencing any operations. The contractor will ensure all their staff are trained in these procedures and that the equipment required to execute them is on site and in good condition, ready for use.

7.5 The contractor is required to comply with the protocols outlined in the "Guide to Sable Island National Park Reserve" and the "Parks Canada Best Management Practice for Management of Vessel Landing , Sable Island National Park Reserve", including the protocols outlined therein for communications with the Sable Island National Park Reserve Operations Coordinator for vessels accessing the island. These documents are available on request.

8. PARKS CANADA'S RESPONSIBILITIES

8.1 PCA will give the contractor a minimum of two weeks' notice prior to the commencement of any operation.

8.2 PCA will provide the equipment and operator to unload/reload at the beach in the form of a tracked skid-steer loader with 48" pallet forks and a ~2000 lb lifting capacity.

9. RESTRICTIONS

PCA only has the capacity to handle ~50-80 (maximum) pallets of material per operation and the intent is to unload and reload as safely efficiently as possible while keeping the vessel on site for as short a period as possible to avoid potential delays caused by changing and unpredictable weather.

Small scale operations are sometimes used, at the discretion of PCA, to meet short term needs in the face of less reliable weather conditions.

The decision as to whether to execute a large or a small operation will be at the discretion of PCA, based on:

1. its requirements at the time
2. availability of cargo
3. the weather

10. PROTOCOLS

The contractor is required to comply with the protocols outlined in the "*Guide to Sable Island National Park Reserve*" and the "*Parks Canada Best Management Practice for Management of Vessel Landing, Sable Island National Park Reserve*", including the protocols outlined therein for communications with the Sable Island National Park Reserve Operations Coordinator for vessels accessing the island. These documents are available on request.

ANNEX "B"

BASIS OF PAYMENT

1. Bidders must provide pricing, in their financial bid, in the format specified in this Annex "B" – Basis of Payment. Failure to provide prices in the format specified will render the quotation non-responsive.
2. Bidders must provide their price as per the requirement detailed in Annex "A" -Statement of Work. The Bidder must submit all inclusive prices, including travel. GST/HST is excluded
3. Pricing (firm all-inclusive price) for **a large scale operation** will include:
 - a) **the full cost of transit time** between Sable Island and Halifax Harbor and the return at a flat rate, regardless of delays encountered en route
 - b) **three (3) full working days on site ***
 - c) **all costs related to the receiving, handling, and storage** of the cargo at the bidder's facility, including up to two weeks storage both prior to and after an operation
 - d) **the cost of load/stow surveys** from a third party with SAMS/NAMS accreditation
4. Pricing (firm all-inclusive price) for **a small scale operation** will include:
 - a) **the full cost of transit time** between Sable Island and Halifax Harbor and the return at a flat rate, regardless of delays encountered en route
 - b) **one (1) full work day on site ***
 - c) **all costs related to the receiving, handling, and storage** of the cargo at the bidder's facility, including up to two weeks storage both prior to and after an operation
 - d) **the cost of load/stow surveys** from a third party with SAMS/NAMS accreditation

TABLE A

**Initial Contract Period
(Year 1 - one year from date of issuance - 2016-2017)**

		(A)	(B)	(C)
Deliverable		Estimated Annual Requirement	Firm all-inclusive price per operation	Extended Price (A x B)
1	Large scale operation (see no. 3 above)	4 operations	\$	\$
2	Small scale operation (see no. 4 above)	2 operations	\$	\$
Estimated Total of Bid: (taxes excluded)				\$

*** Please provide the firm day rates to be applied after the included number of days on site, as indicated in 3. and 4. above, in case of delay or at the request of PCA:**

Large Scale Operation \$ _____ /day Small Scale Operation \$ _____ /day

NAME OF BIDDING COMPANY: _____

SIGNATURE: _____ DATE: _____

TABLE B

		Option Year 1		
		One year from end of initial year (2017-2018)		
		(A)	(B)	(C)
	Deliverable	Estimated Annual Requirement	Firm all-inclusive price per operation	Extended Price (A x B)
1	Large scale operation (see no. 3 above)	4 operations	\$	\$
2	Small scale operation (see no. 4 above)	2 operations	\$	\$
Estimated Total of Bid: (taxes excluded)				\$

*** Please provide the firm day rates to be applied after the included number of days on site, as indicated in 3. and 4. above, in case of delay or at the request of PCA:**

Large Scale Operation \$ _____ /day Small Scale Operation \$ _____ /day

NAME OF BIDDING COMPANY: _____

SIGNATURE: _____ DATE: _____

TABLE C Price Summary Table

TABLE A

INITIAL YEAR – One year from date of issuance: \$ _____
(2016-2017)

TABLE B

OPTION YEAR 1 – One year from end of initial year: \$ _____

GRAND TOTAL - TAXES EXCLUDED \$ _____
TABLES A and B

NAME OF BIDDING COMPANY: _____

SIGNATURE: _____ DATE: _____

ANNEX "C"
INSURANCE REQUIREMENTS



Travaux publics et
Services gouvernementaux
Canada

Public Works and
Government Services
Canada

CERTIFICATE OF INSURANCE

Page 1 of 2

Description and Location of Work	Contract No.
	Project No.

Name of Insurer, Broker or Agent	Address (No., Street)	City	Province	Postal Code
Name of Insured (Contractor)	Address (No., Street)	City	Province	Postal Code
Additional Insured Her Majesty the Queen in Right of Canada as represented by the Minister of the Environment for the purposes of the Parks Canada Agency				

Type of Insurance (Required when Checked)	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
<input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Umbrella/Excess Liability				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
				\$	\$	\$
<input type="checkbox"/> Builder's Risk / Installation Floater				\$		
<input checked="" type="checkbox"/> Pollution Liability					<input type="checkbox"/> Per Incident <input checked="" type="checkbox"/> Per Occurrence	Aggregate \$
<input checked="" type="checkbox"/> Marine Liability				\$		
<input type="checkbox"/> Aviation Liability					<input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence	Aggregate \$
<input checked="" type="checkbox"/> All-Risk in Transit					<input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence	Aggregate \$

I certify that the above policies were issued by insurers in the course of their Insurance business in Canada, are currently in force and include the applicable insurance coverages stated on page 2 of this Certificate of Insurance, including advance notice of cancellation / reduction in coverage.

Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)

Telephone Number

Signature

Date D / M / Y



Travaux publics et
Services gouvernementaux
Canada

Public Works and
Government Services
Canada

CERTIFICATE OF INSURANCE

Page 2 of 2

<p>General</p> <p>1. The insurance policies required on page 1 of the Certificate of Insurance must be in force and must include the insurance coverages listed under the corresponding type of insurance on this page.</p> <p>1. The policies must insure the Contractor and must include Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services as an additional Insured.</p> <p>2. The insurance policies must be endorsed to provide Canada with not less than thirty (30) days notice in writing in advance of a cancellation of insurance or any reduction in coverage.</p> <p>Without increasing the limit of liability, the policies must protect all insured parties to the full extent of coverage provided. Further, the policies must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.</p>	<p>Commercial General Liability</p> <p>The insurance coverage provided must not be substantially less than that provided by the latest edition of IBC Form 2100.</p> <p>The policy must either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:</p> <ul style="list-style-type: none"> (a) Blasting. (b) Pile driving and caisson work. (c) Underpinning. (d) Removal or weakening of support of any structure or land whether such support be natural or otherwise if the work is performed by the insured contractor. <p>The policy must have the following minimum limits:</p> <ul style="list-style-type: none"> (a) \$5,000,000 Each Occurrence Limit; (b) \$10,000,000 General Aggregate Limit per policy year if the policy contains a General Aggregate; and (c) \$5,000,000 Products/Completed Operations Aggregate Limit. <p>Umbrella or excess liability insurance may be used to achieve the required limits.</p>	<p>Builder's Risk / Installation Floater</p> <p>The insurance coverage provided must not be less than that provided by the latest edition of IBC Forms 4042 and 4047.</p> <p>The policy must permit use and occupancy of any of the projects, or any part thereof, where such use and occupancy is for the purposes for which a project is intended upon completion.</p> <p>The policy may exclude or be endorsed to exclude coverage for loss or damage caused by asbestos, fungi or spores, cyber and terrorism.</p> <p>The policy must have a limit that is not less than the sum of the contract value plus the declared value (if any) set forth in the contract documents of all material and equipment supplied by Canada at the site of the project to be incorporated into and form part of the finished Work. If the value of the Work is changed, the policy must be changed to reflect the revised contract value.</p> <p>The policy must provide that the proceeds thereof are payable to Canada or as Canada may direct in accordance with GC10.2, "Insurance Proceeds" (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2900D/2).</p>
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<p>Contractors Pollution Liability</p> <p>The policy must have a limit usual for a contract of this nature, but not less than \$1,000,000 per incident or occurrence and in the aggregate.</p>	<p>Marine Liability</p> <p>The insurance coverage must be provided by a Protection & Indemnity (P&I) insurance policy and must include excess collision liability and pollution liability.</p> <p>The insurance must be placed with a member of the International Group of Protection & Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the <i>Marine Liability Act</i>, S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by the statutory requirements of the Territory or Province having jurisdiction over such employees.</p> <p>The policy must waive all rights of subrogation against Canada as represented by Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.</p>	<p>Aviation Liability</p> <p>The insurance coverage shall include Bodily Injury (including passenger Bodily Injury) and Property Damage, in an amount of not less than \$5,000,000 per incident or occurrence and in the aggregate.</p>
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ANNEX "D"

ATTESTATION FORM

The following form must be completed and signed prior to commencing work on Parks Canada Sites.

Attestation and Proof of Compliance with Occupational Health and Safety (OHS)

Submission of this completed form, satisfactory to Parks Canada, is a condition of gaining access to the work place.

Parks Canada recognizes that federal OHS legislation places certain specific responsibilities upon Parks Canada as owner of the work place. In order to meet those responsibilities, Parks Canada is implementing a contractor safety regime that will ensure that roles and responsibilities assigned under Part II of the *Canada Labour Code* and the *Canada Occupational Health and Safety Regulations* are implemented and observed when involving contractor(s) to undertake works in Parks Canada work places.

Parks Canada Responsible Authority/Project Lead	Address	Contact Information
Project Manager/Contracting Authority (delete as required)		
Prime Contractor		
Subcontractor(s) (add additional fields as required)		

Location of Work

General Description of Work to be Completed

Mark "Yes" where applicable.

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

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

Name _____

Signature _____

Date _____