



# RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

Parks Canada Agency Bid Receiving Unit National Contracting Services John Cabot Building St. John's, NL A1C 6M1

Bid Fax: (877)558-2349

Bid E-mail address: <u>pc.soumissioncornwall-cornwallquote.pc@canada.ca</u>

The only acceptable **email address** for responses to bid solicitations is **pc.soumissioncornwall**-

# cornwallquote.pc@canada.ca

Bids submitted by email directly to the Contracting Authority or to any email address other

thanpc.soumissioncornwall-cornwallquote.pc@canada.ca

will not be accepted.

The maximum email file size that Parks Canada is capable of receiving is 6 megabytes. The Bidder is responsible for any failure attributable to the transmission or receipt of the emailed bid due to file size.

# REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

# **Proposal to: Parks Canada Agency**

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

#### 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 cijointes, les biens, services et travaux de construction énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

#### Issuing Office - Bureau de distribution :

Parks Canada Agency National Contracting Services Parks Canada Agency John Cabot Building St. John's, NL A1C 6M1

| Title - S | Sujet |
|-----------|-------|
|-----------|-------|

Provision of Site Operation Services to the Canso Island and Grassy Island Fort National Historic Sites of Canada, Parks Canada.

Solicitation No. - N° de l'invitation : Date :

5p300-19-0046/A April 24, 2019

Client Reference No. - N° de référence du client :

"n/a"

GETS Reference No. | N° de référence du SEAG :

"n/a"

Solicitation Closes - L'invitation

prend fin:

At - à : 2 :00PM

On - le : June 3, 2019

Time Zone - Fuseau

horaire

ADT

| F  | 0 | .B.          | _ | F | Δ  | R    |   |
|----|---|--------------|---|---|----|------|---|
| ٠. |   | . <b>D</b> . | _ | • | .~ | . О. | • |

Plant - Usine : ☐ Destination : ☒ Other - Autre : ☐

Address Enquiries to - Adresser toutes demande de renseignements

à:

Colleen Sheehan

Telephone No. - N° de téléphone :

Email Address - Courriel :

Colleen.sheehan@canada.ca

709-772-6129

Destination of Goods, Services, and Construction - Destination des biens, services et travaux de construction :

Canso Island & Grassy Island Fort NHSC

Parks Canada

# TO BE COMPLETED BY THE BIDDER - À REMPLIR PAR LE SOUMISSIONNAIRE

| Vendor/ Firm Name - Nom du fournisseur/de l'entrepreneur :   |                            |  |
|--|----------------------------|--|
| Address - Adresse :  |                            |  |
| Telephone No N° de téléphone :   | Fax No N° de télécopieur : |  |
| Name of person authorized to sign on behalf of the Vendor/ Firm (type or print) - Nom de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie) : |                            |  |
| Signature :  | Date :                     |  |



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Contracting Authority - Autorité contractante : Colleen Sheehan

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Provision of Site Operation Services to the Canso Island and Grassy Island Fort National Historic Sites of Canada, Parks Canada.

#### IMPORTANT NOTICE TO BIDDERS

# **Direct Deposit**

The Government of Canada has replaced cheques with direct deposit payment(s), an electronic transfer of funds deposited directly into a bank account. New vendors who are awarded a contract will be required to complete a Direct Deposit enrolment form in order to register their direct deposit information with Parks Canada to receive payment.

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

# **Security Requirements**

This document contains a security requirement. For further instructions consult Part 1 – General Information clause 1.1, Security Requirements and Part 6 – Resulting Contract Clauses clause 6.1, Security Requirements.

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#### **PART 1 – GENERAL INFORMATION**

# 1.1 Security Requirements

New personnel security clearance requests will require mandatory fingerprints to initiate the criminal record check. The validity of an existing personnel security clearance issued by the Government of Canada is not affected by the change in the criminal record check process. Applicants who require a personnel security clearance are responsible for all costs associated with fingerprinting.

- **1.1.1** Before award of a contract, the following conditions must be met:
  - the Bidder's proposed individuals requiring access to classified or protected information,
     assets or sensitive work sites must meet the security requirements as indicated in Part 6
     Resulting Contract Clauses;
  - (b) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- **1.1.2** Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

#### 1.2 Statement of Work

Provision of Site Operation Services to the Canso Island and Grassy Island Fort NHSC, Parks Canada. The Work to be performed is detailed under Article 6.2 of the resulting contract clauses

#### 1.3 Optional Site Visit

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at 1465 Union Street, Canso, NS B0H 1H0 on May 3, 2019. The site visit will begin at 1:00pm (ADT)

Bidders are requested to communicate with the Contracting Authority no later than May 1, 2019 to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

# 1.4 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.

# 1.5 Trade Agreements

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

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#### **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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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 <u>2003</u> (2018-05-22), 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 Parks Canada Agency Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Bids received by either fax or email will be accepted as official. Fax submission: 1-877-558-2349

The only acceptable email address for responses to bid solicitations is <a href="mailto:pc.soumissioncornwall-c

The maximum email file size that Parks Canada is capable of receiving is 6 megabytes. The Bidder is responsible for any failure attributable to the transmission or receipt of the emailed bid due to file size.

# 2.3 Enquiries – Bid Solicitation

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

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

# 2.4 Applicable Laws

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

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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: Financial Offer

Offerors must submit their financial bid in accordance with the Annex B - Basis of Payment.

#### Section II: Certifications

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

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 <a href="Policy on Green">Policy on Green</a>
<a href="Procurement">Procurement</a> (https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573). 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.

#### 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 Financial Evaluation

SACC Manual clause A0220T (2014-06-26), Evaluation of Price

#### 4.2 Basis of Selection

**4.2.1** 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.

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Island Fort National Historic Sites of Canada, Parks Canada,

#### PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

# 5.1 Certifications Required with the Bid

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

# 5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

#### 5.2 Certifications Precedent to Contract Award and Additional Information

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

# 5.2.1 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 at Annex E on before contract award.

# 5.2.2 Integrity Provisions – Required Documentation

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

The Bidder, regardless of their status under the <u>Ineligibility and Suspension Policy</u>, must submit a list of names prior to award of a contract. Bidders must provide the information requested at Annex D.

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#### 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** The following security requirements apply to and form part of the Contract.
  - **6.1.1.1** All Contractor personnel providing service under this contract must EACH hold a valid RELIABILITY STATUS, granted or approved by the Parks Canada Security office.

#### 6.2 Statement of Work

Provision of Site Operation Services to the Canso Island and Grassy Island Fort NHSC, Parks Canada. 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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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

<u>2010C</u> (2018-06-21), General Conditions – Services (Medium Complexity), apply to and form part of the Contract.

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

#### 6.4 Term of Contract

#### 6.4.1 Period of the Contract

The Work is to be performed during the period of June 15<sup>th</sup>, 2019 to June 14, 2020.

#### 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 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.

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#### 6.5 Authorities

# 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Colleen Sheehan Contracting Advisor Parks Canada Agency National Contracting Services Chief Financial Officer Directorate John Cabot Building St. John's, NL A1C 6M1

Telephone: 709-772-6129

Email: colleen.sheehan@canada.ca

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

#### 6.5.2 Project Authority

The Project Authority for the Contract is:

\*\*\* to be provided at contract award \*\*\*

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

# 6.5.3 Contractor's Representative

The Contractor's Representative for the Contract is:

| Representative's Name: |                          |                            |
|------------------------|--------------------------|----------------------------|
| Title:                 |                          |                            |
| Vendor/ Firm Name:     |                          |                            |
| Address:               |                          |                            |
| City:                  | Province /<br>Territory: | Postal Code /<br>ZIP Code: |

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| Telephone:  | Facsimile: |
|---|------------|
| Email Address:  |            |
| Procurement Business Number (PBN) or Goods and Services Tax (GST) Number: |            |

# 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 <u>Contracting Policy Notice</u>: 2012-2 of the Treasury Board Secretariat of Canada.

#### 6.7 Payment

#### 6.7.1 Basis of Payment

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

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

#### 6.7.2 Monthly Payment

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

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

#### 6.8 Invoicing Instructions

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.

1. Invoices must be distributed as follows:

The original must be forwarded to the attention of the Project Authority at the address shown at article 6.5.2 - Project Authority for certification and payment.

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#### 6.9 Certifications and Additional Information

# 6.9.1 Compliance

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

#### 6.10 Applicable Laws

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

# 6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010C (2018-06-21), General Conditions Services (Medium Complexity)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) Annex E, Attestation and Proof of Compliance with Occupational Health and Safety (OHS);
- (g) the Contractor's bid dated \*\*\* to be inserted at contract award \*\*\*.

#### 6.12 SACC Manual Clauses

A9068C (2010-01-11), Government Site Regulations B6802C (2007-11-30) Government Property

# 6.13 Insurance 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.

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# 6.14 Inspection and Acceptance

The Technical 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.

#### 6.15 Contractor Identification Protocol

The Contractor must be responsible for ensuring that each of its employees, officers, directors, agents, and subcontractors (hereinafter referred to as "Contractor Representative") complies with the following self-identification requirements:

- A Contractor Representative who attends a Government of Canada meeting whether internal or
  external must identify themselves as being a representative of the Contractor prior to the
  commencement of the meeting to ensure that each meeting participant is aware of the fact that
  the individual is not a government employee;
- During the performance of any Work at a Government of Canada site, each Contractor Representative must be clearly identified at all times as being a Contractor Representative; and
- If a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify themselves as a non-government employee in all electronic mail in the signature block as well as under "Properties".

This identification protocol must also be used in all other correspondence, communication and documentation.

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#### ANNEX A

# STATEMENT OF WORK

# 1 Purpose of the Project and Objectives

Provision of site operation services in relation to the operation of Canso Island and Grassy Island Fort National Historic Site.

# 2. Background

The Cape Breton Field Unit wishes to provide visitor services for Canso Island and Grassy Island Fort National Historic Site.

# 3. Description and Scope of Work

Contractor agrees to provide the following services:

- Visitor Services
- Janitorial
- Boat Operation
- General Maintenance

# **Project Schedule**

|  | Period                        |
|--|-------------------------------|
| General Maintenance & Janitorial (Start Up)  | June 15 to June 30            |
| Boat and Dock Operation (Launch)   | June 15 – 30                  |
| Visitor Services, General<br>Maintenance, Caretaking &<br>Janitorial: Visitor Centre | July 1 to Labour Day          |
| Boat Operation, General<br>Maintenance & Caretaking: Grassy<br>Island                | July 1 – Labour Day           |
| General Maintenance & Janitorial (Shut Down): Visitor Centre                         | Labour Day to<br>September 15 |
| Boat and Dock Operation (Retrieval)  | Labour Day –<br>September 15  |
| General Maintenance & Janitorial (Off Season: Labour Day to July 1)                  | Labour Day to June 14         |

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Provision of Site Operation Services to the Canso Island and Grassy Island Fort National Historic Sites of Canada, Parks Canada.

#### 3.1 <u>Visitor Services</u>

- 3.1.1 The Contractor will provide visitor services in both of Canada's official languages at the Site. The Contractor shall ensure that the contractor resources is capable of providing reception, information and orientation to members of the general public, organized groups of students, service clubs, historical societies, commercial tour groups, etc., visiting the Sites, and be capable of assisting the Captain on the boat. One contractor resource must be at the Visitor Centre during all operational hours. One contractor resource must accompany the captain on all trips to and from Grassy Island.
- 3.1.2 The Contractor shall ensure that the contractor resources:
  - (a) Approach all visitors and greet them in English and French. (Testing of the oral bilingual capacity will be performed by Parks Canada at Canada's cost)
  - (b) Make visitors aware of available publications.
  - (c) Provide visitors with orientation to the exhibit and Site areas.
  - (d) Record hourly visitor counts and other statistics.
  - (e) Register tour groups.
  - (f) Ensure that the supply of publications is adequate to meet the demand in both official languages. All publications for display will be provided by Canada.
  - (g) Monitor audio-visual programs and report any problems.
  - (h) Respond to visitors' questions.
  - (i) Provide directional information.
  - (j) Inform visitors of other Parks Canada Sites in the Cape Breton Field Unit, other attractions, facilities and services in the area.
  - (k) Control traffic flow through the exhibit area.
  - (I) Assist visitors during the boat crossings.
  - (m) Enforce security regulations.
  - (n) Comply with building opening and closing procedures; for example, setting the intrusion alarm and locking/unlocking doors and storing wharf safety equipment.
  - (o) Perform light housekeeping duties.
  - (p) Answer the telephone.
  - (q) Maintain operations statistics.

#### 3.2 Janitorial Services

- 3.2.1 General Duties July 1st to Labour Day
  - (a) On a daily basis the washrooms are to be cleaned thoroughly and the towel, tissue and soap dispensers are to be refilled.
  - (b) The floors are to be vacuumed daily and display cases, exhibits, shelves, counters, etc., dusted.
  - (c) The windows are to be cleaned inside daily and outside as required.
  - (d) The garbage containers are to be emptied daily and stored in the designated area for pickup. New garbage bags are to be in place each day.
  - (e) The grounds at the Visitor Center and Grassy Island are to be cleaned of litter daily, the parking area at the Visitor Centre is to be swept as required and the grass is to be cut and trimmed as needed at both the Visitor Center and on Grassy Island. Any garden beds are to be weeded as required.
  - (f) Any situations requiring attention should be reported immediately to the Site Manager, PCA.

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# 3.2.2 Supplies and Equipment

- (a) PCA will provide towels, tissues, soap, urinal blocks, garbage bags, garbage receptacles, vacuum cleaner, buckets, mops, brooms and other equipment as required for the performance of these duties.
- (b) The Contractor shall ensure the equipment provided is safeguarded and used in a proper manner.
- (c) Any equipment problems are to be reported directly to the Site Manager, PCA.

# 3.3 Boat Operation Services

- 3.3.1 The Contractor shall provide the operation of boat services between Grassy Island and the designated boarding area.
- 3.3.2 The boat, the *Special K*, used for this service has been certified by the Coast Guard as a Passenger carrying vessel. This boat is the property of Parks Canada Agency. All documentation and inspection procedures, as required by the Canadian Coast Guard, are the responsibility of PCA. The *Special K* will be operated by the Contractor. This resource will aapproach all visitors and greet them in English and French. (Testing of the oral bilingual capacity will be performed by Parks Canada at Canada's cost).
  - (a) The Contractor shall provide proof of certified operators, approved by the Canadian Coast Guard, Ship Safety Branch to operate this vessel. The vessel shall be under the control of certified operators at all times. The operator must be accompanied by one other contractor resource at all times when carrying passengers. This resource will aapproach all visitors and greet them in English and French. (Testing of the oral bilingual capacity will be performed by Parks Canada at Canada's cost).
  - (b) The contractor must complete the safety equipment inventory sheet provided and record weekly inspections
  - (c) The vessel shall be used to transport contractor resources and visitors to and from the boat launch area to Grassy Island as required during the period from July 1<sup>st</sup> to Labour Day. The carrying capacity of this craft is 12 passengers plus captain and crew.
  - (d) During July and August the Contractor will provide a minimum of two (2) return trips from the launch area to Grassy Island per day. The Contractor may, at its own expense, increase this level of service.
  - (e) The operation of the vessel shall be in fair weather, during daylight hours and between the boat launch and Grassy Island only. The Captain will be responsible for making decisions as to whether or not the weather impacts the operation of the vessel.
  - (f) Fuel, material, repairs and supplies shall be the responsibility of PCA.

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#### 3.4 General Maintenance Services

- 3.4.1 The Contractor shall provide the following maintenance services:
  - (a) Winterizing and de-winterizing of the Site, including light handyman related repairs during the Site startup and shutdown periods.
  - (b) Ongoing light handyman repairs during the operational season (major problems to be reported to PCA).
  - (c) Grounds keeping services include but not limited to grass cutting, whipper snipping, trail and settlement traces maintenance.
  - (d) Touch up painting when and where required.
  - (e) During the off-season regular visits to the Site to ensure safety and security of its assets, light repairs if required, and light snow removal (shoveling).

Parks Canada will supply all required equipment, tools and fuel (for grass cutting and whipper snipping) Paint and supplies etc. required to carry out the maintenance duties.

# 3.5 All Services

- 3.5.1 The Contractor will ensure that contractor resources are, at all times, conscious of the public image that must be maintained at the Site. He/she will provide service to the public consistent with the standards of the PCA program by monitoring the contractor's resources duties to correct errors and generally improve the quality of service.
- 3.5.2 In carrying out these responsibilities related to all services provided, the Contractor will:
  - (a) Liaise on a regular and continuing basis with the Site Manager.
  - (b) Maintain daily records and all other administrative details and arrangements associated with the contractors resources pay.
  - (c) Assure that all fire, safety and security regulations of the Site are followed by the contractor's resources and the visiting public and alert the PCA representative to any hazards which may exist.
  - (d) Promote good relations among the contractor's resources and resolve work problems which may arise.
  - (e) Assure that dress regulations are met at all times by the contractors resources.
  - (f) Resolve disciplinary problems concerning the contractor's resources.
  - (g) Report to the Site Manager any major administrative or operational problems.
  - (h) Alert the Site Manager to any unusual events or incidents, complaints, lost and found articles, and hazards.
  - (i) The Contractor's resources are subject to a Reliability Status Check before commencing employment, in accordance with Article 6.1.1.1 of the Contract. The appropriate forms must be filled out and given to the Human Resource Manager for the purpose of obtaining security clearance. Only persons having such clearance will be permitted to perform the duties outlined in the contract.

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#### 4. Deliverables

|                               | Period                 |
|-------------------------------|------------------------|
| Visitor Services              | July 1 to Labour Day   |
| Boat Operation                | July 1 to Labour Day   |
| General Maintenance &         | July 1 to Labour Day   |
| Janitorial                    |                        |
| General Maintenance &         | June 15 to July 1      |
| Janitorial (Start Up)         |                        |
| General Maintenance &         | Labour Day to          |
| Janitorial (Shut Down)        | September 15           |
| Boat Operation (Boat and dock | Before July 1 (launch) |
| Launch and retrieval)         | and after Labour Day   |
|                               | (retrieval)            |
| General Maintenance &         | September 15 to June   |
| Janitorial (Off Season)       | 15                     |

# 5. Communications

During the contract period the Contractor shall remain in regular contact with the Project authority identified in this solicitation either by telephone or in person to ensure the project is progressing well. This should be done on a weekly basis.

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# ANNEX B BASIS OF PAYMENT

- Bidders will provide a firm all inclusive prices for services as outlined in the Statement of Work.
- The price quotes is to be exclusive of the Goods and Services Tax (GST) or the Harmonised Sales Tax (HST). All pricing provided will remain in effect for the duration of the contract.
- Bidders must provide pricing 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.

| Description   | A               | B           | C           |
|---|-----------------|-------------|-------------|
|   | Contract Period | Option      | Option      |
|   | 2019            | Year 1      | Year 2      |
|   | Season          | 2020 Season | 2021 Season |
| All inclusive firm price for Provision of Site Operation Services for Canso Island as per Annex A – Statement of Work | \$              | \$          | \$          |

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# ANNEX C INSURANCE REQUIREMENTS

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

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ANNEY D

# ANNEX D LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

#### Requirements

Section 17 of the <u>Ineligibility and Suspension Policy</u> (the Policy) requires suppliers, regardless of their status under the Policy, to submit a list of names when participating in a procurement process. The required list differs depending on the bidder or offeror's organizational structure:

- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- Privately owned corporations must provide a list of the owners' names.
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners.
- Suppliers that are a partnership do not need to provide a list of names.

Suppliers may use this form to provide the required list of names with their bid or offer submission. Failure to submit this information with a bid or offer, where required, will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement. Please refer to <a href="Information Bulletin: Required information to submit a bid or offer">Information Bulletin: Required information to submit a bid or offer</a> for additional details.

# **Supplier Information**

| Supplier's Legal Name:                             |  |                         |
|--|--|-------------------------|
| Organizational Structure:                          | <ul><li>( ) Corporate Entity</li><li>( ) Privately Owned Corporation</li><li>( ) Sole Proprietor</li><li>( ) Partnership</li></ul> |                         |
| Supplier's Legal Address:                          |  |                         |
| City:  | Province /<br>Territory:   | Postal Code / ZIP Code: |
| Supplier's Procurement Business Number (optional): |  |                         |

# **List of Names**

| Name | Title |
|------|-------|
|      |       |
|      |       |
|      |       |
|      |       |

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| Declaration  |            |    |  |  |
|--|------------|----|--|--|
| I, (name), (p  | position), | of |  |  |
| (supplier's name), declare that the information provided in this Form is, to the best of my knowledge and belief, true, accurate and complete. I am aware that failing to provide the list of names will render a bid or offer non-responsive, or I will be otherwise disqualified for award of a contract or real property agreement. I am aware that during the bid or offer evaluation stage, I must, within 10 working days, inform the contracting authority in writing of any changes affecting the list of names submitted. I am also aware that after contract award I must inform the Registrar of Ineligibility and Suspension within 10 working days of any changes to the list of names submitted. |            |    |  |  |
| Signature  | Date       |    |  |  |
| Please include with your bid or offer.   |            |    |  |  |

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

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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.

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# ANNEX F ATTESTATION AND PROOF OF COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY (OHS)

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

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

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

| Parks Canada Responsible Authority/Project<br>Lead   | Address | Contact Information |
|--|---------|---------------------|
| Project Manager/Contracting Authority                |         |                     |
| Prime Contractor                                     |         |                     |
| Subcontractor(s) (add additional fields as required) |         |                     |
| Location of Work                                     |         |                     |
| General Description of Work to be Completed          |         |                     |

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# Mark "Yes" where applicable.

| Name | Signature  | Date   |    |
|------|--|--|----|
|      |  | , certify that I have read, understood and attest that rewith the requirements set out in this document and  | ny |
|      | The contractor and/or its subcontractor(s) respect of any emergency procedures app     | ) will ensure that its employees are instructed in oplicable to the site.  |    |
|      | substances in the work place, it will place  | tor(s) will be storing, handling or using hazardous<br>e warning signs at access points warning persons of<br>precautions to be taken to prevent or reduce any |    |
|      |  | ) has inspected the site and has carried out a hazard<br>n and safety plan and informed its employees<br>of the work.  | t  |
|      | The contractor and/or its subcontractor(s) health and safety of Parks Canada emplo     | ) will ensure that its activities do not endanger the byees.   |    |
|      | The contractor and/or its subcontractor(s) use all prescribed safety materials, equipr | ) will ensure that its employees are familiar with and ment, devices and clothing at all times.  |    |
|      | The contractor and/or its subcontractor(s) equipment, devices and clothing.            | ) will provide all prescribed safety materials,  |    |
|      |  | ) will comply with all federal and provincial/territorial and procedures, regarding occupational health and  |    |
|      | A meeting has been held to discuss hazar foreseeable hazards have been identified      | ards and access to the work place and all known and to the contractor and/or subcontractor(s)  | i  |
|      |  |  |    |