



RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À :
Parks Canada Agency Bid Receiving Unit
National Contracting Services

Bid E-mail address: pc.soumissionsest-bidseast.pc@canada.ca

The only acceptable email address for responses to bid solicitations is pc.soumissionsest-bidseast.pc@canada.ca. Bids submitted by email directly to the Contracting Authority or to any email address other than pc.soumissionsest-bidseast.pc@canada.ca will not be accepted.

The maximum email file size that Parks Canada is capable of receiving is 23 megabytes. The Bidder is responsible for any failure attributable to the transmission or receipt of the emailed bid due to file size.

REQUEST FOR QUOTATION

DEMANDE DE DE PRIX

Quotation 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.

Prix 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 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
P.O Box 130
Rocky Harbour, NL
A0K 4N0

Title - Sujet : Provision of site operation services in relation to the operation of Canso Island and Grassy Island Fort National Historic Site.	
Solicitation No. - N° de l'invitation : 5P300-20-0043/A	Date : May 12, 2020
Client Reference No. - N° de référence du client : 10200114	
GETS Reference No. N° de référence du SEAG : N/A	
Solicitation Closes - L'invitation prend fin : At - à : 2 :00 pm On - le : June 22, 2020	Time Zone - Fuseau horaire EDT
F.O.B. - F.A.B. : Plant - Usine : <input type="checkbox"/> Destination : <input checked="" type="checkbox"/> Other - Autre : <input type="checkbox"/>	
Address Enquiries to - Adresser toutes demande de renseignements à : Bonnie Knott	
Telephone No. - N° de téléphone : 709-636-4953	Fax No. -N° de télécopieur :
Email Address – Courriel : Bonnie.knott@canada.ca	
Destination of Goods, Services, and Construction - Destination des biens, services et travaux de construction : 1465 Union Street Canso, NS B0H 1H0	
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 :

Solicitation No. - N° de l'invitation :
5P300-20-0043/A

Amd. No. - N° de la modif. :
00

Contracting Authority - Autorité contractante :
Bonnie Knott

Client Ref. No. - N° de réf. du client :
10200114

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

IMPORTANT NOTICE TO BIDDERS

Please note that due to the ongoing efforts to contain COVID-19, Parks Canada sites remain closed to the public, therefore, some initial services may be delayed.

BIDS RECEIVED BY EMAIL WILL BE ACCEPTED.

BIDS RECEIVED BY FAX, IN-PERSON OR BY COURIER WILL NOT BE ACCEPTED.

The only acceptable email address for responses to bid solicitations is pc.soumissionsest-bidseast.pc@canada.ca. Bids submitted by email directly to the Contracting Authority or to any email address other than pc.soumissionsest-bidseast.pc@canada.ca may not be accepted.

The maximum email file size that Parks Canada is capable of receiving is 23 megabytes. The Bidder is responsible for any failure attributable to the transmission or receipt of the emailed bid due to file size.

Emails with links to bid documents will not be accepted. Bid documents must be sent as email attachments.

Direct Deposit

The Government of Canada has replaced cheques with direct deposit payment(s), an electronic transfer of funds deposited directly into a bank account. 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.

Solicitation No. - N° de l'invitation :
5P300-20-0043/A

Amd. No. - N° de la modif. :
00

Contracting Authority - Autorité contractante :
Bonnie Knott

Client Ref. No. - N° de réf. du client :
10200114

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

TABLE OF CONTENTS

PART 1 – GENERAL INFORMATION	5
1.1 SECURITY REQUIREMENTS	5
1.2 STATEMENT OF WORK.....	5
1.3 DEBRIEFINGS.....	5
1.4 TRADE AGREEMENTS	5
PART 2 – BIDDER INSTRUCTIONS	6
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	6
2.2 SUBMISSION OF BIDS	6
2.3 ENQUIRIES – BID SOLICITATION	6
2.4 APPLICABLE LAWS	6
PART 3 – BID PREPARATION INSTRUCTIONS.....	7
3.1 BID PREPARATION INSTRUCTIONS.....	7
PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION.....	8
4.1 EVALUATION PROCEDURES	8
4.2 BASIS OF SELECTION	8
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	9
5.1 CERTIFICATIONS REQUIRED WITH THE BID.....	9
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION.....	9
PART 6 - RESULTING CONTRACT CLAUSES.....	11
6.1 SECURITY REQUIREMENTS	11
6.2 STATEMENT OF WORK.....	11
6.3 STANDARD CLAUSES AND CONDITIONS	11
6.4 TERM OF CONTRACT	11
6.5 AUTHORITIES.....	12
6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS.....	13
6.7 PAYMENT	13
6.8 INVOICING INSTRUCTIONS.....	14
6.9 CERTIFICATIONS AND ADDITIONAL INFORMATION	14
6.10 APPLICABLE LAWS	15
6.11 PRIORITY OF DOCUMENTS	15
6.12 GOVERNMENT SITE REGULATIONS.....	15
6.13 INSURANCE REQUIREMENTS	15
6.14 INSPECTION AND ACCEPTANCE	15
ANNEX A	16
STATEMENT OF WORK.....	16
ANNEX B	21
BASIS OF PAYMENT	21
ANNEX C	22
ATTESTATION AND PROOF OF COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY (OHS) 22	
ANNEX D TO PART 5 OF THE BID SOLICITATION	24

Solicitation No. - N° de l'invitation :
5P300-20-0043/A

Amd. No. - N° de la modif. :
00

Contracting Authority - Autorité contractante :
Bonnie Knott

Client Ref. No. - N° de réf. du client :
10200114

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

FORMER PUBLIC SERVANT	24
ANNEX E TO PART 5 OF THE BID SOLICITATION	26
LIST OF NAMES FOR INTEGRITY VERIFICATION FORM	26
ANNEX F	28
INSURANCE	28

Solicitation No. - N° de l'invitation :
5P300-20-0043/A

Amd. No. - N° de la modif. :
00

Contracting Authority - Autorité contractante :
Bonnie Knott

Client Ref. No. - N° de réf. du client :
10200114

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

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:

- (a) 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

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.

1.4 Trade Agreements

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Canadian Free Trade Agreement (CFTA).

Solicitation No. - N° de l'invitation :
5P300-20-0043/A

Amd. No. - N° de la modif. :
00

Contracting Authority - Autorité contractante :
Bonnie Knott

Client Ref. No. - N° de réf. du client :
10200114

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

PART 2 – BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2019-03-04), 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 Parks Canada Agency Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile or mail will not be accepted.

The only acceptable email address for responses to bid solicitations is pc.soumissionsest-bidseast.pc@canada.ca. Bids submitted by email directly to the Contracting Authority or to any email address other than pc.soumissionsest-bidseast.pc@canada.ca will not be accepted.

The maximum email file size that Parks Canada is capable of receiving is 23 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 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

Solicitation No. - N° de l'invitation :
5P300-20-0043/A

Amd. No. - N° de la modif. :
00

Contracting Authority - Autorité contractante :
Bonnie Knott

Client Ref. No. - N° de réf. du client :
10200114

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

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 separate attachments as follows:

Section I: Financial Bid

Section II: Certifications

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

Section I: Financial Bid

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

Section II: Certifications

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

Solicitation No. - N° de l'invitation :
5P300-20-0043/A

Amd. No. - N° de la modif. :
00

Contracting Authority - Autorité contractante :
Bonnie Knott

Client Ref. No. - N° de réf. du client :
10200114

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

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

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.

Solicitation No. - N° de l'invitation :
5P300-20-0043/A

Amd. No. - N° de la modif. :
00

Contracting Authority - Autorité contractante :
Bonnie Knott

Client Ref. No. - N° de réf. du client :
10200114

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame 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 D to Part 5 of the Bid Solicitation 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 [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

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

Solicitation No. - N° de l'invitation :
5P300-20-0043/A

Amd. No. - N° de la modif. :
00

Contracting Authority - Autorité contractante :
Bonnie Knott

Client Ref. No. - N° de réf. du client :
10200114

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

5.2.3 Federal Contractors Program for Employment Equity – Bid Certification

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

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

Solicitation No. - N° de l'invitation :
5P300-20-0043/A

Amd. No. - N° de la modif. :
00

Contracting Authority - Autorité contractante :
Bonnie Knott

Client Ref. No. - N° de réf. du client :
10200114

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

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 Security Clauses

The Contractor/Offeror's personnel as well as their subcontractors that require access to unescorted work site(s), assets or sensitive information must EACH hold and maintain a valid **RELIABILITY STATUS**, granted or approved by Parks Canada Agency Security Directorate (PCASD).

*Sensitive assets may include: Cash, historical items, firearms, explosives, vehicles, heritage buildings, electronic equipment, IT networks, and keys.

The Contractor/Offeror's personnel as well as their subcontractors MUST NOT remove any PCA information or assets from the identified work site(s) without consent from a PCA employee, and they must ensure that their personnel are made aware of and comply with this restriction.

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

2010C (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 period of the Contract is from date of Contract to June 14, 2021 inclusive.

Solicitation No. - N° de l'invitation :
5P300-20-0043/A

Amd. No. - N° de la modif. :
00

Contracting Authority - Autorité contractante :
Bonnie Knott

Client Ref. No. - N° de réf. du client :
10200114

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

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.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Bonnie Knott
Contracting Officer
Parks Canada Agency
National Contracting Services
Chief Financial Officer Directorate
P.O Box 130
Rocky Harbour, NL A0K 4N0

Telephone: 709-636-4953
E-mail address: bonnie.knott@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.

Solicitation No. - N° de l'invitation :
5P300-20-0043/A

Amd. No. - N° de la modif. :
00

Contracting Authority - Autorité contractante :
Bonnie Knott

Client Ref. No. - N° de réf. du client :
10200114

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

6.5.3 Contractor's Representative

The Contractor's Representative for the Contract is: ******provide with bid******

Representative's Name:		
Title:		
Vendor/ Firm Name:		
Address:		
City:	Province / Territory:	Postal Code / ZIP Code:
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 [Contracting Policy Notice: 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 Milestone Payments

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:

Solicitation No. - N° de l'invitation :
5P300-20-0043/A

Amd. No. - N° de la modif. :
00

Contracting Authority - Autorité contractante :
Bonnie Knott

Client Ref. No. - N° de réf. du client :
10200114

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

-
- a. an accurate and complete claim for payment and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - b. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

6.7.3 Schedule of Milestones

The schedule of milestones for which payments will be made in accordance with the Contract is as follows:

Milestone No.	Description or "Deliverable"	%of total contract value	Due Date
1	Start up and submission of work schedule	5%	June 30, 2020
2	Progress Payment	70%	August 30 2020
3	Progress Payment	10%	September 30, 2020
4	Progress Payment	10%	October 31, 2020
5	Progress Payment	5%	March 31, 2020

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.
Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

6.9 Certifications and Additional Information

6.9.1 Compliance

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

Solicitation No. - N° de l'invitation :
5P300-20-0043/A

Amd. No. - N° de la modif. :
00

Contracting Authority - Autorité contractante :
Bonnie Knott

Client Ref. No. - N° de réf. du client :
10200114

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

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, Attestation and Proof of Compliance with Occupational Health and Safety (OHS);
- (f) the Contractor's bid dated ***** to be inserted at contract award *****.

6.12 Government Site Regulations

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

6.13 Insurance Requirements- Specific Requirements

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

6.14 Inspection and Acceptance

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

Solicitation No. - N° de l'invitation :
5P300-20-0043/A

Amd. No. - N° de la modif. :
00

Contracting Authority - Autorité contractante :
Bonnie Knott

Client Ref. No. - N° de réf. du client :
10200114

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

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 Services
- 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 Maintenance, Caretaking & Janitorial: Visitor Centre	July 1 to Labour Day
Boat Operation, General Maintenance & Caretaking: Grassy Island	July 1 – Labour Day
General Maintenance & Janitorial (Shut Down): Visitor Centre	Labour Day to September 15
Boat and Dock Operation (Retrieval)	Labour Day – September 15
General Maintenance & Janitorial (Off Season: Labour Day to July 1)	Labour Day to June 14

3.1 **Visitor Services**

- 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.,

Solicitation No. - N° de l'invitation :
5P300-20-0043/A

Amd. No. - N° de la modif. :
00

Contracting Authority - Autorité contractante :
Bonnie Knott

Client Ref. No. - N° de réf. du client :
10200114

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

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 they:

- (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.
- (l) 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 Project Authority, PCA.

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.

Solicitation No. - N° de l'invitation :
5P300-20-0043/A

Amd. No. - N° de la modif. :
00

Contracting Authority - Autorité contractante :
Bonnie Knott

Client Ref. No. - N° de réf. du client :
10200114

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

- (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 Project Authority, 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 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).
 - (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 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) 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 1st 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.

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.
-

Solicitation No. - N° de l'invitation :
5P300-20-0043/A

Amd. No. - N° de la modif. :
00

Contracting Authority - Autorité contractante :
Bonnie Knott

Client Ref. No. - N° de réf. du client :
10200114

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

-
- (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 Project Authority.
- (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 Project Authority 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.

4. Deliverables

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

Solicitation No. - N° de l'invitation :
5P300-20-0043/A

Amd. No. - N° de la modif. :
00

Contracting Authority - Autorité contractante :
Bonnie Knott

Client Ref. No. - N° de réf. du client :
10200114

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

5. Communications

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

Solicitation No. - N° de l'invitation :
5P300-20-0043/A

Amd. No. - N° de la modif. :
00

Contracting Authority - Autorité contractante :
Bonnie Knott

Client Ref. No. - N° de réf. du client :
10200114

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

ANNEX B

BASIS OF PAYMENT

Bidders will provide a firm all inclusive prices for services as outlined in the Statement of Work. 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.** 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.

Description	Year 1 June 15, 2020 to June 14 2021 (A)	Option Year 1 June 15, 2021 to June 14, 2022 (B)	Option Year 2 June 15, 2022 to June 14, 2023 (C)
All inclusive firm price for Provision of Site Operation Services for Canso Island and Grassy Island Fort as per Annex A – Statement of Work	\$	\$	\$
Total of all Three Years A+B+C (excluding HST) For bid evaluation purposes only			\$

Name of Company: _____

Date: _____

Solicitation No. - N° de l'invitation :
5P300-20-0043/A

Amd. No. - N° de la modif. :
00

Contracting Authority - Autorité contractante :
Bonnie Knott

Client Ref. No. - N° de réf. du client :
10200114

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

ANNEX C

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 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

Solicitation No. - N° de l'invitation :
5P300-20-0043/A

Amd. No. - N° de la modif. :
00

Contracting Authority - Autorité contractante :
Bonnie Knott

Client Ref. No. - N° de réf. du client :
10200114

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

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

Solicitation No. - N° de l'invitation :
5P300-20-0043/A

Amd. No. - N° de la modif. :
00

Contracting Authority - Autorité contractante :
Bonnie Knott

Client Ref. No. - N° de réf. du client :
10200114

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

ANNEX D to PART 5 OF THE BID SOLICITATION

FORMER PUBLIC SERVANT

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

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension?	Yes () 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

Solicitation No. - N° de l'invitation :
5P300-20-0043/A

Amd. No. - N° de la modif. :
00

Contracting Authority - Autorité contractante :
Bonnie Knott

Client Ref. No. - N° de réf. du client :
10200114

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

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.

Solicitation No. - N° de l'invitation : 5P300-20-0043/A Amd. No. - N° de la modif. : 00 Contracting Authority - Autorité contractante : Bonnie Knott

Client Ref. No. - N° de réf. du client : 10200114 Title – Titre : Provision of site operation services in relation to the operation of Canso Island and Grassy Island Fort National Historic Site.

ANNEX E to PART 5 OF THE BID SOLICITATION
LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

Requirements

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

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

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

Supplier Information

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

List of Names

Name	Title

Solicitation No. - N° de l'invitation :
5P300-20-0043/A

Amd. No. - N° de la modif. :
00

Contracting Authority - Autorité contractante :
Bonnie Knott

Client Ref. No. - N° de réf. du client :
10200114

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

Declaration

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

Signature

Date

Please include with your bid or offer.

Solicitation No. - N° de l'invitation :
5P300-20-0043/A

Amd. No. - N° de la modif. :
00

Contracting Authority - Autorité contractante :
Bonnie Knott

Client Ref. No. - N° de réf. du client :
10200114

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

ANNEX F

INSURANCE

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$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.

Solicitation No. - N° de l'invitation :
5P300-20-0043/A

Amd. No. - N° de la modif. :
00

Contracting Authority - Autorité contractante :
Bonnie Knott

Client Ref. No. - N° de réf. du client :
10200114

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

l. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

m. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

*Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8*

For other provinces and territories, send to:

*Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.