



RETURN BIDS TO:

Parks Canada Agency Bid Receiving Unit
National Contracting Services

Bid E-mail Address:

pc.receptiondessoumissionsest-bidreceivingeast.pc@canada.ca

This is the only acceptable email address for responses to the bid solicitation. Bids submitted by email directly to the Contracting Authority or to any other email address will not be accepted.

The maximum email file size is 15 megabytes. The Parks Canada Agency (PCA) is not responsible for any transmission errors. Emails with links to bid documents will not be accepted.

REQUEST FOR QUOTATION

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.

Issuing Office:

Parks Canada Agency
National Contracting Services
Cornwall, ON

| | |
|---|-----------------------------|
| Title: Sable Island Sea-based Cargo Storage & Delivery – Sable Island National Park Reserve | |
| Solicitation No.: 5P300-20-0432/A | Date: May 6, 2021 |
| Client Reference No.: N/A | |
| GETS Reference No.: PW-21-00955431 | |

| | |
|--|--------------------------|
| Solicitation Closes: At: 2 pm On: June 15, 2021 | Time Zone: EDT |
|--|--------------------------|

| | |
|--|---|
| F.O.B.: Plant: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> | |
| Address Enquiries to: Laura Lowson | |
| Telephone No.: 343-585-2754 | Email Address: laura.lowson@canada.ca |
| Destination of Goods, Services, and Construction: See herein | |

TO BE COMPLETED BY THE BIDDER

| | |
|---|-----------------|
| Vendor/ Firm Name: | |
| Address: | |
| Telephone No.: | Fax No.: |
| Name of person authorized to sign on behalf of the Vendor/ Firm (type or print): | |
| Signature: | Date: |

Solicitation No.:
5P300-20-0432/A

Amendment No.:
00

Contracting Authority:
Laura Lawson

Ver.02.08.21

Client Reference No.:
N/A

Title:
Sable Island Sea-based Cargo Storage & Delivery – Sable Island National Park Reserve

IMPORTANT NOTICE TO BIDDERS

BIDS RECEIVED BY EMAIL WILL BE ACCEPTED AS OFFICIAL.

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

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The Bidder should be cognisant of the size of the email as a whole, and not only the attachments. Please take into consideration that some attachments, when sent, may be resized during the email transfer. If the email size is too large, the Bidder should send the bid in multiple emails properly labeled with the solicitation number, project name, and indicate how many emails are included (ex. 1 of 2).

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. In order to receive payment, new vendors that are awarded a contract will be required to complete a direct deposit enrolment form to register their direct deposit information with Parks Canada.

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

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PART 1 – INFORMATION AND INSTRUCTIONS

1.1. Security Requirements

There is no security requirement associated with the bid solicitation.

1.2. Statement of Work

The Work to be performed is detailed under Annex A 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.

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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 [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](#) (2020-05-28), Standard Instructions – Goods or Services – Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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.

Subsection 2. entitled epost Connect of section 08, Transmission by Facsimile or by epost Connect of the Standard Instructions [2003](#) incorporated by reference above is deleted in its entirety.

2.2. Submission of Bids

Bids must be submitted only to the Parks Canada Agency (PCA) Bid Receiving Unit by the date and time indicated on page 1 of the bid solicitation.

Bids submitted in-person, by fax or by courier will not be accepted.

The only acceptable email address for responses to bid solicitations is pc.receptiondessoumissionsesest-bidreceivingeast.pc@canada.ca.

The maximum email file size that Parks Canada is capable of receiving is 15 megabytes. The Bidder is responsible for any failure attributable to the transmission or receipt of the emailed bid due to file size.

The Bidder should be cognisant of the size of the email as a whole, and not only the attachments. Please take into consideration that some attachments, when sent, may be resized during the email transfer. If the email size is too large, the Bidder should send the bid in multiple emails properly labeled with the solicitation number, project name, and indicate how many emails are included (ex. 1 of 2).

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

2.3. Enquiries – Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) 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

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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.

2.5. Bid Challenge and Recourse Mechanisms

2.5.1. Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.

2.5.2. Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell website](#), under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:

- Office of the Procurement Ombudsman (OPO)
- Canadian International Trade Tribunal (CITT)

2.5.3. Suppliers should note that there are strict deadlines for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

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PART 3 – BID PREPARATION INSTRUCTIONS

3.1. Bid Preparation Instructions

Canada requests that the bid be gathered per section and separated as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications

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

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Pricing Schedule at Attachment 1 to Part 3.

Section III: Certifications

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

ATTACHMENT 1 TO PART 3 – PRICING SCHEDULE

1. Bidders must provide pricing, in their financial bid, in the format specified in this Annex “B” – Basis of Payment. Failure to provide prices in the format specified will render the quotation non-responsive.
 2. Bidders must provide their price as per the requirement detailed in Annex “A” -Statement of Work. The Bidder must submit all-inclusive prices, including travel. GST/HST is excluded
 3. Pricing (firm all-inclusive price) for a **small scale operation (minimum of fifteen 15 pallet equivalents*)** will include:
 - a) **The full cost of transit time** between Sable Island and Halifax Harbor and the return at a flat rate, regardless of delays encountered en route
 - b) **one (1) full work day on site ***
 - c) **all costs related to the receiving, handling, and outdoor storage** of the cargo at the bidder’s facility
 - d) **all costs related to the receiving, handling, and indoor storage (up to 15 m2)** of the cargo at the bidder’s facility
 - e) **all costs related to the providing, packing, cleaning, handling of up to two (2) waterproof totes** per trip
 - f) **the cost of load/stow surveys** from a third party with SAMS/NAMS accreditation
 - g) the provision of a safety certified, experienced **skid steer operator** for delivery above high water line
 4. Pricing (firm all-inclusive price) for a **medium scale operation (minimum of forty (40) pallet equivalents*)** will include:
 - a) **the full cost of transit time** between Sable Island and Halifax Harbor and the return at a flat rate, regardless of delays encountered on route
 - b) **three (3) full working days on site ***
 - c) **all costs related to the receiving, handling, and outdoor storage** of the cargo at the bidder’s facility
 - d) **all costs related to the receiving, handling, and indoor storage (up to 15 m2)** of the cargo at the bidder’s facility
 - e) **all costs related to the providing, packing, cleaning, handling of up to two (2) waterproof totes** per trip
 - f) **the cost of load/stow surveys** from a third party with SAMS/NAMS accreditation
 - g) the provision of a safety certified, experienced **skid steer operator** for delivery above high water line
 5. Pricing (firm all-inclusive price) for a **large scale operation (minimum of eighty (80) pallet equivalents*)** will include:
 - a) **the full cost of transit time** between Sable Island and Halifax Harbor and the return at a flat rate, regardless of delays encountered on route
 - b) **three (3) full working days on site ***
 - c) **all costs related to the receiving, handling, and outdoor storage** of the cargo at the bidder’s facility
 - d) **all costs related to the receiving, handling, and indoor storage (up to 15 m2)** of the cargo at the bidder’s facility
 - e) **all costs related to the providing, packing, cleaning, handling of up to two (2) waterproof totes** per trip
 - f) **the cost of load/stow surveys** from a third party with SAMS/NAMS accreditation
 - g) the provision of a safety certified, experienced **skid steer operator** for delivery above high water line
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6. Pricing (price rate) for **indoor storage** of cargo in excess of 15 m²:
 - a. all costs related to the receiving, maneuvering and storing materials PCA requests to be stored indoors (out of the weather) in secure facilities. Price by square meter (m²) per month.

7. Pricing (price rate) for **rental of weather proof cubic meter tote** (e.g. fish tote) in excess of 2 totes allowed per trip:
 - a. all costs related to the rental fee, packaging, maneuvering, and post-use cleaning of weatherproof tote to ship loose or small items to Sable Island NPR. Price to be provided as tote used per trip.

* Note: a 'pallet equivalent' is the space & weight of a pallet of 4 drums of fuel; 4' x 4' x 4' and 2000 lbs)

| TABLE A | | Contract Period (July 1, 2021 – Dec 31, 2023) | | | |
|--|---|--|-----------------------------|-------|------------------------|
| | | (A) | (B) | (C) | (D) |
| | Deliverable | Unit of Measure | Estimated Quantity | Price | Extended Price (B x C) |
| 1 | Small scale operation (see 3 above) | Firm all-inclusive price per operation | 1 | \$ | \$ |
| 2 | Medium scale operation (see 4 above) | Firm all-inclusive price per operation | 1 | \$ | \$ |
| 3 | Large scale operation (see 5 above) | Firm all-inclusive price per operation | 5 | \$ | \$ |
| 4 | Indoor Cargo Storage (see 6 above) | Unit price m ² /month | 10m ² / 4 months | \$ | \$ |
| 5 | Weatherproof Tote Rental (see 7 above) | Unit price #totes/trip | 2 totes / 4 trip | \$ | \$ |
| Firm Daily Rates rates to be applied after the included number of days on site, as indicated in 3. and 4. above, in case of delay or at the request of PCA: | | | | | |
| 6 | Small Scale Operation | Daily Rate | 1 | \$ | \$ |
| 7 | Medium Scale Operation | Daily Rate | 1 | \$ | \$ |
| 8 | Large Scale Operation | Daily Rate | 3 | \$ | \$ |
| Total Table A (Items 1 to 8): (applicable taxes excluded) | | | | | \$ |

NOTE TO BIDDER: Not all scales of operations may be called upon in a given year and preference would be to use large scale operations over multiple medium or small operations if the volume of cargo warrants.

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| TABLE B | | Option Period 1 (Jan 1, 2024 – Dec 31, 2024) | | | |
|--|--|---|-------------------------------|-------|------------------------|
| | | (A) | (B) | (C) | (D) |
| | Deliverable | Unit of Measure | Estimated Quantity | Price | Extended Price (B x C) |
| 1 | Small scale operation (see 3 above) | Firm all-inclusive price per operation | 1 | \$ | \$ |
| 2 | Medium scale operation (see 4 above) | Firm all-inclusive price per operation | 1 | \$ | \$ |
| 3 | Large scale operation (see 5 above) | Firm all-inclusive price per operation | 2 | \$ | \$ |
| 4 | Indoor Cargo Storage (see 6 above) | Unit price m ² /month | 5m ² / 2 months | \$ | \$ |
| 5 | Weatherproof Tote Rental (see 7 above) | Unit price #totes/trip | 1 totes / 2 trip | \$ | \$ |
| Firm Daily Rates rates to be applied after the included number of days on site, as indicated in 3. and 4. above, in case of delay or at the request of PCA: | | | | | |
| 6 | Small Scale Operation | Daily Rate | 1 | \$ | \$ |
| 7 | Medium Scale Operation | Daily Rate | 1 | \$ | \$ |
| 8 | Large Scale Operation | Daily Rate | 2 | \$ | \$ |
| Total Table B (Items 1 to 8): (applicable taxes excluded) | | | | | \$ |

NOTE TO BIDDER: Not all scales of operations may be called upon in a given year and preference would be to use large scale operations over multiple medium or small operations if the volume of cargo warrants.

| TOTAL OF TABLES | Table Totals |
|---|--------------|
| Table A: Contract Period July 1, 2021 – Dec 31, 2023 | \$ |
| Table B: Option Period 1 Jan 01 2024 – Dec 31, 2024 | \$ |
| TOTAL EVALUATED PRICE (excluding applicable taxes) | \$ |

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PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1. Evaluation Procedures

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

4.1.1. Technical Evaluation

4.1.1.1. Mandatory Technical Criteria

Technical bids will be evaluated against the mandatory technical evaluation criteria at **Attachment 1 to Part 4 of the Bid Solicitation**.

4.1.2. Financial Evaluation

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

4.1.3. Basis of Selection

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

ATTACHMENT 1 TO PART 4 – TECHNICAL EVALUATION

| | |
|--|---|
| Mandatory Criteria | Provide details (include your equipment specifications and or detailed plan for completing the operation).Add supporting documentation if required. |
| M1 The bidder must have a base of operations in Halifax Harbor | |
| M2 The bidder must have secure storage facility with indoor storage space up to 25 m ² (about 16 pallets) and outdoor storage space up to 100 m ² (or 80 pallets of fuel double stacked) | |
| M3 Able to transport a <u>minimum of 15</u> pallets per "small scale" operation and deliver them to the beach above the high water mark. | |
| M4 Vessel lifting device able to lift cargo (including vehicles) of at least 2500 lbs for "small scale" operation | |
| M5 Able to transport a <u>minimum of 40</u> pallets per "medium scale" trip and deliver them to the beach above the high water mark. | |
| M6 Able to transport a <u>minimum of 80</u> pallets per "large scale" trip and deliver them to the beach above the high water mark. | |
| M7 Equipment (vessels, cranes, cargo deck and ramp of landing craft, etc.) used for Medium or Large Scale Operation have capacity for single load SWL of 14,000 lbs (e.g., capable of transferring vehicles, construction equipment, etc.,). | |
| M8 Ability to <u>deliver and receive</u> cargo to above the high tide water line on the beach in a manner that does not bare the cargo or PCA equipment to immersion or prolonged exposure to salt water. | |

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| | |
|--|--|
| M9 Must be able to receive cargo slung from helicopter to the primary transportation vessel. | |
| M10 Provide a certified skid steer operator with experience loading and unloading cargo from landing craft. | |
| M11 The bidder must document in their bid experience with at least three comparable operations in the last 5 years, with comparable being defined as: - delivering and receiving goods on an unsheltered shoreline exposed to the open ocean - delivering and receiving goods on a 100% soft sand beach inside the surf zone | |
| M12 The bidder will include information showing that they have an operations manager and a lead hand (operator in charge, or OIC) among the ship's crew that have both current and documented experience in comparable operations as described in M12. | |
| M13 The bidder must be ready (at the owners expense) to commence operations upon award of the contract. | |

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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 specified will render the bid non-responsive.

5.2.1. Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property 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 provide the information requested at **Annex E to Part 5 of the Bid Solicitation** prior to contract award.

5.2.2. Former Public Servant

Contracts awarded to former public servants in receipt of a pension or 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 Former Public Servants, the Bidder must provide the information requested at **Annex F to Part 5 of the Bid Solicitation** prior to contract award.

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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/programs/employment-equity/federal-contractor-program.html) 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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the information requested at **Annex G to Part 5 of the Bid Solicitation** prior to contract award. If the Bidder is a Joint Venture, the Bidder must provide the information requested for each member of the Joint Venture.

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

There is no security requirement applicable to the Contract.

6.2. Statement of Work

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

6.2.1. Task Authorization Process

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

Task Authorization Process:

1. The Project Authority will provide the Contractor with a description of the task using the "Task Authorization" form specified in Annex H.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis(bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Project Authority, within 2 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Project has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

6.2.2. Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause,

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

"Minimum Contract Value" means 10% of the Maximum Contract Value.
2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

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3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

6.3. 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](#) (2020-05-28), 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 July 1, 2021 to December 31, 2023 inclusive

6.4.2. Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional one-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 thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5. Authorities

6.5.1. Contracting Authority

The Contracting Authority for the Contract is:

Laura Lowson
Contracting Advisor
Parks Canada Agency
National Contracting Services
Chief Financial Officer Directorate
Cornwall, ON

Telephone: 343-585-2754

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Title:
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E-mail address: laura.lowson@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: | | |
| Representative's Title: | | |
| Vendor/ Firm Name: | | |
| Physical Address: | | |
| City: | Province/ Territory: | Postal 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

*** SACC Manual clause A3025C to be inserted at contract award, if applicable ***

6.7. Payment

6.7.1. Basis of Payment - Firm Unit Price(s) or Firm Lot Price - Task Authorizations

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid firm unit prices, in accordance with the Basis of Payment at Annex B, as specified in the authorized TA. 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 authorized, in writing, by the Contracting Authority before their incorporation into the Work.

6.7.2. Limitation of Expenditure – Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ _____ ***** to be provided at contract award *****. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.7.3. Task Authorization Limit

The Project Authority may authorize individual task authorizations up to a limit of \$9,999.99, Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

6.7.4. 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 performed has been accepted by Canada.
-

6.8. Invoicing Instructions

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

6.10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in ***** to be inserted at contract award *****.

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](#) (2020-05-28), General Conditions – Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) Annex D, Attestation and Proof of Compliance with Occupational Health and Safety (OHS);
- (g) The Contractor's bid dated ***** to be inserted at contract award *****.

6.12. SACC Manual Clauses

SACC Manual clause [A9068C](#) Government Site Regulations

SACC Manual clause [B6802C](#) Government Property

6.13. Dangerous Goods

1. The Contractor will be responsible for any damages caused by improper packaging, labelling or carriage of dangerous goods/hazardous products.
2. The Contractor must ensure they adhere to all levels of regulations regarding dangerous goods/hazardous products as set forth by federal, provincial and municipal laws and by-laws.

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6.14. 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.

6.15. Inspection and Acceptance

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

ANNEX A

STATEMENT OF WORK

1. TITLE OF PROJECT

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

2. OBJECTIVE

Parks Canada Agency (PCA), Sable Island National Park Reserve (SINPR), has a requirement for the delivery of palletized drummed fuel, bulk cargo, and vehicles to and from Sable Island, NS. Sable Island is only accessible by sea and by air. Based on the type and volume of cargo required, a multi stage sea based resupply operation is required commencing July 2021. Additionally, due to weather delays impacting delivery, storage of cargo (combination of interior and exterior) prior to delivery will be required.

3. BACKGROUND

There is no dock, mooring buoys, or other marine infrastructure on Sable Island. There is no protected harbour and the beach is exposed fully to surf and weather elements. Safe and successful delivery operations to the shoreline are dependent on waiting for and utilizing available weather windows where surf and wave action are acceptable to make both the approximately 165 nm journey and the offloading and reloading of cargo. The reliable operating season for beach landings on Sable Island is typically between June and end of August but occasionally small windows of opportunity do exist outside of these months and may be utilized.

Delivering of essential cargo to Sable Island and removal of waste from the island are essential for sustaining operational activities on the island. The primary commodity transported is palletized diesel fuel which is used to run the power generation system which in turn supports other life-sustaining infrastructure such as water treatment. Additionally, the sea-based delivery will also frequently move bulk construction materials for projects, vehicles, or even smaller items which are prohibited or restricted for transport by aircraft. Majority of materials will be delivered on a pallet, however loose or oversize materials (e.g., pipe, tower sections, etc.) can also be expected and other cargo may be towable (on wheels or skids).

As Parks Canada continues with the removal of debris and existing infrastructure no longer required on the island, the movement of materials off the island is equally as critical as the movement of supplies to the island. Waste material for 'back-haul' typically, but not exclusively, includes empty 55 gallon drums (loose), construction debris either palletized or in cubic meter-bags, liquid totes, and vehicles (highway, off-road, and construction equipment).

4. SCOPE OF WORK

The contractor is responsible for the following:

4.1. Tasks/Technical Specifications:

- 4.1.1. Description of Cargo to be transported to or from Sable Island National Park Reserve
 - 4.1.1.1. Below is an example of materials which are commonly transported to or from the island. This is not a comprehensive list; items not described may be presented for transportation:

- Pallets of drummed fuel (4' x 4' x 4', 1,800 lbs) gasoline, diesel, Jet-A1, and lubricating oil (approximately 130 pallets per year)
- Highway vehicles (up to 5,000 - 10,000 lbs curb weight)
- Construction equipment (e.g., tracked skid steer 10,200 lbs; compact excavator)
- Off-highway vehicles (ATV, side-by-side, utility vehicles)
- Lifts of lumber, drywall, or extra large pallets (8' widths)
- IBC tanks for liquids / semi solids (48" x 40" x 53")
- Construction materials (shingles, siding, concrete mix, steel, etc.)
- Small pre-fab buildings or components, tower components, and other odd shaped materials
- Palletized manufactured goods (e.g., generators, incinerators)
- Hazardous materials (compressed gases, propane, flammable gases or liquids, incinerator ash, contaminated soil or liquids, batteries, waste oil, septic, paint, aerosols, etc.)
- Loose empty drums (55 gallon drums)
- Construction waste typically sorted by type (wood, metal, plastics, etc.) and strapped onto pallets, in drums, or into meter-bags

4.1.2. Equipment Requirements

- 4.1.2.1. The contractor must have a base of operations in the Halifax Harbour and this will be the port of departure and return. It is understood that alternate ports may be required for the safe operation of the vessel, but the end destination for all cargo returning from Sable Island will be Halifax Harbour.
- 4.1.2.2. The contractor must have the appropriate equipment at the base of operation and aboard vessels to move, load, and unload cargo (cranes, forklift, skid-steer) as described in 4.1.1.1.
- 4.1.2.3. The contractor must be able to provide a small scale operation (min 15 fuel pallets or equivalent space and weight), medium scale operation (min 40 fuel pallets or equivalent space and weight), and large scale operation (min 80 fuel pallet or equivalent space and weight).
- 4.1.2.4. The vessel, or vessels, will be fitted with lifting devices rated for a SWL of at least 2,500 lbs for a small scale operation or 14,000 lbs for a medium or large scale operation.
- 4.1.2.5. During the delivery operation the vessel must also have on hand marine spill response material (booms and or absorbent pads) to respond to a spill of a minimum of 820 L (i.e., one pallet of diesel) and must have the ability to deploy the materials promptly if required.
- 4.1.2.6. The contractor must be able to provide, if requested, up to two weather or waterproof cubic meter totes (e.g., fish totes) for the packaging and transport of smaller and/or loose materials.

4.1.3. Receiving and Storage of Island-bound cargo

- 4.1.3.1. All storage must be within secure facilities.
 - 4.1.3.2. The contractor must receive delivery (including unloading from delivery vehicle) of cargo from either PCA or from a third-party under the direction of PCA. Upon delivery of goods the contractor must notify Sable Island National Park Reserve staff (herein referred to as SINPR) that a delivery has been received and forward any related paperwork.
 - 4.1.3.3. The contractor, on receiving inappropriate goods from a third party (those not suitable for transport or if packaged inappropriately) must immediately notify SINPR and either refuse to accept or, with SINPR's permission, accept.
-

- 4.1.3.4. The contractor must have available indoor storage facilities (minimum 25 m² available space or ~ 16 pallets) until time of loading and transport.
- 4.1.3.5. The contractor must provide outdoor storage of palletized fuel and other commodities, up to 100 m² (approximately 80 pallets if double stacked), for the period between receiving and transportation to the island.
- 4.1.3.6. The contractor will be responsible for compliance with the Canadian Transportation of Dangerous Goods Act & Regulations including the applicable provisions of the International Maritime Dangerous Goods Code as defined in Part 11 of the TDG Regulations. In addition, the contractor will be responsible to inspect and accept and handle all dangerous goods consignments prior to transport to and from Sable Island as defined in the TDG Regulations roles and responsibilities applicable to consignor's and carriers.
- 4.1.4. Transportation to / from the island
- 4.1.4.1. Having received notice from PCA of the intent to commence an operation, the contractor must work with the on-island SINPR staff to identify a weather window that is deemed safe and efficient **by both** the contractor and SINPR in writing (email).
- 4.1.4.2. PCA must have the ability to prioritize items should not all the cargo in the contractor's possession be sent on the next departing vessel.
- 4.1.4.3. Upon loading and securing for transport, the contractor will arrange for and obtain, at their own expense, a load/stow survey from a third party with SAMS/NAMS accreditation which will be turned over to Parks Canada.
- 4.1.4.4. The contractor must have a communication system onboard their vessels to allow communication between Parks Canada and the vessel throughout the journey to and from Sable Island (this may be via the contractor or third party).
- 4.1.5. Delivery to, and receipt of goods above the high tide mark
- 4.1.5.1. Manner of delivery could be by crane (sling load), or beach landing craft.
- 4.1.5.2. The contractor must, with minimal support of SINPR staff, deliver the cargo to above the high-tide mark in a manner which does not expose the cargo to risk of immersion. If a beach landing craft is used it must not carry cargo below the surface of the water such that cargo is not at risk of immersion in the surf zone or from overwash.
- 4.1.5.3. At the discretion of Parks Canada staff, the contractor may be requested to use a SINPR tracked skid-steer (Bobcat T650) to transfer cargo to and from landing craft **ONLY IF** the following conditions are also met:
- The landing craft is in a position or equipped to avoid immersion of the skid steer in salt water or surf;
 - Structures such as ramps and the vessel design support 14,000 lbs and the cargo can be loaded in a manner so that can be picked up by 48" forks;
 - Cargo to be lifted by the skid steer does not exceed 2,000 lbs.
 - The contractor must provide an operator who possesses a valid operators permit and has experience operating similar equipment.
- 4.1.5.4. The offload and reload process should be efficient and not exceeding 3 days for any scale of operation (small, medium, or large).
- 4.1.5.5. The contractor must be able to transfer and receive loads slung by a third-party helicopter to its vessel.
- 4.1.5.6. The vessel and key operation staff (crane operators, cargo handlers and beach landing craft operators) must have hand held radios capable of communicating with each other and SINPR staff via Marine Channel 08 and 16.
- 4.1.6. Distribution of Return Cargo
-

4.1.6.1. The contractor must unload and hold material returning from Sable Island for 10 business days following vessel unloading for pick-up by PCA, or by a third-party under direction of PCA.

4.1.6.2. The contractor must notify PCA, as soon as possible, an approximate date or time when materials will be available for pick-up.

4.2. Additional Contractor Responsibilities

4.2.1. The contractor will provide PCA with a copy of their safety, emergency, and environmental response plan within 2 weeks of contract award and within 2 weeks of any alterations. The contractor will ensure all their staff are trained in these procedures and that the equipment required to execute them is on site, in good condition, and in ready for use.

4.2.2. Prior to commencing cargo transfers the contractors crew involved in delivery of cargo to the island will participate in OHS 'tailgate' meeting.

4.2.3. The contractor is required to comply with the protocols and prohibitions outlined by Parks Canada. The contractor's employees operating skid steers (or other equipment) on the island will abide by the "SOP for Vehicle Use", and the Safe Work Practices for "Operating a Skid Steer (SINPR)" and "Working in the surf-zone (SINPR)". The contractor will also be provided with a copy of the SINPR Emergency Response Plan and is asked to be familiar with any relevant plans (e.g., Surf Zone Rescue ERSOP, Terrestrial or Marine Environmental ERSOP). These documents will be provided to the successful bidder within 1 week of contract award.

4.3. Constraints

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

4.3.2. Weather will dictate the timing of transport and delivery operations. Scheduling a fixed date of delivery is not possible. Deliveries may be requested year-round but the focus will be on executing deliveries between June and September.

4.3.3. The Bobcat T650's PCA has on island have a maximum lift capacity of 2,000 pounds. Lifting while positioned on a slope will reduce this amount further.

4.4. Travel

4.4.1. The contractor will be responsible for providing food and accommodation on their vessel for all personnel employed by the contractor to perform the service. No accommodations are available on Sable Island.

4.5. Meetings

4.5.1. PCA may request pre-trip meeting(s) with the contractor to discuss anticipated transport requirements or material transportation requests relating to specific projects.

4.5.2. Post-season meeting(s) may also be requested to review the seasons operations and address any concerns if required.

5. PARKS CANADA'S RESPONSIBILITIES

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

5.2. PCA will give advance notice when deliveries of cargo are to be expected.

5.3. PCA will advise when all cargo destined for Sable Island has been delivered and that the contractor may begin plans to load and depart for Sable Island (see 4.1.4.1.).

PCA will provide a tracked skid steer (Bobcat T650) to unload/reload at the beach equipped with 48" pallet forks and a ~2000 lb lifting capacity

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ANNEX B

BASIS OF PAYMENT

*** to be inserted at contract award ***

ANNEX C

INSURANCE REQUIREMENTS

Marine Liability Insurance

1. The Contractor must obtain protection and indemnity insurance that must include excess collision liability and pollution liability. The insurance must be placed with a member of the International Group of Protection and Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the [Marine Liability Act](#), S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by Worker's Compensation as detailed in paragraph (2.) below.
2. The Contractor must obtain worker's compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the territory or province or state of nationality, domicile, employment, having jurisdiction over such employees. If the Contractor is subject to an additional contravention, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.
3. The protection and indemnity insurance policy must include the following:
 - a. Additional insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b. Waiver of subrogation rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Parks Canada Agency and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
 - c. Notice of cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - d. Cross liability and 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.
 - e. Litigation rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), R.S.C. 1985, 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,

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Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

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

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ANNEX D**ATTESTATION AND PROOF OF COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY (OHS)**

*** to be completed after contract award ***

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 | | |
| 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.

| | |
|--|--|
| | 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

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Title:
Sable Island Sea-based Cargo Storage & Delivery – Sable Island National Park Reserve

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's 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: <input type="checkbox"/> Corporate Entity <input type="checkbox"/> Privately Owned Corporation <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership | | |
| Supplier's Legal Address: | | |
| City: | Province / Territory: | Postal Code: |
| Supplier's Procurement Business Number (optional): | | |

List of Names

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

Solicitation No.:
5P300-20-0432/A

Amendment No.:
00

Contracting Authority:
Laura Lawson

Ver.02.08.21

Client Reference No.:
N/A

Title:
Sable Island Sea-based Cargo Storage & Delivery – Sable Island National Park Reserve

| | |
|--|--|
| | |
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| | |
| | |

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

ANNEX F 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 (<input type="checkbox"/>) No (<input type="checkbox"/>) |
|---|

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the

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published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-1](#) 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.

ANNEX G TO PART 5 OF THE BID SOLICITATION

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- () A1. The Bidder certifies having no work force in Canada.
- () A2. The Bidder certifies being a public sector employer.
- () A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- () A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
- () A5.1 The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC – Labour.
- OR**
- () A5.2 The Bidder certifies having submitted the [Agreement to Implement Employment Equity](#) (LAB1168) to ESDC – Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC – Labour.

B. Check only one of the following:

- () B1. The Bidder is not a Joint Venture.
- OR**
- () B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity – Certification. (Refer to the Joint Venture section of the Standard Instructions)

Task Authorization Autorisation de tâche

| |
|-------------------------------------|
| Contract Number - Numéro du contrat |
|-------------------------------------|

| | | | | |
|---|---|--|-----------|--|
| Contractor's Name and Address - Nom et l'adresse de l'entrepreneur | Task Authorization (TA) No. - N° de l'autorisation de tâche (AT) | | | |
| | Title of the task, if applicable - Titre de la tâche, s'il y a lieu | | | |
| | Total Estimated Cost of Task (GST/HST extra) Coût total estimatif de la tâche (TPS/TVH en sus) \$ | | | |
| Security Requirements: This task includes security requirements Exigences relatives à la sécurité : Cette tâche comprend des exigences relatives à la sécurité <table style="width: 100%; border: none;"> <tr> <td style="width: 15%;">No - Non</td> <td style="width: 15%;">Yes - Oui</td> <td style="width: 70%;">If YES, refer to the Security Requirements Checklist (SCRL) included in the Contract Si OUI, voir la Liste de vérification des exigences relative à la sécurité (LVERS) dans le contrat</td> </tr> </table> | | No - Non | Yes - Oui | If YES, refer to the Security Requirements Checklist (SCRL) included in the Contract Si OUI, voir la Liste de vérification des exigences relative à la sécurité (LVERS) dans le contrat |
| No - Non | Yes - Oui | If YES, refer to the Security Requirements Checklist (SCRL) included in the Contract Si OUI, voir la Liste de vérification des exigences relative à la sécurité (LVERS) dans le contrat | | |

For Revision only - Aux fins de révision seulement

| | | |
|--|---|--|
| TA Revision Number, if applicable Numéro de révision de l'AT, s'il y a lieu | Total Estimated Cost of Task (GST/HST Extra) before the revision Coût total estimatif de la tâche (TPS/TVH en sus) avant la révision \$ | Increase or Decrease (GST/HST Extra), as applicable Augmentation ou réduction (TPS/TVH en sus), s'il y a lieu \$ |
|--|---|--|

Start of the Work for a TA : Work cannot commence until a TA has been authorized in accordance with the conditions of the contract.

Début des travaux pour l'AT : Les travaux ne peuvent pas commencer avant que l'AT soit autorisée conformément au contrat.

1. Required Work: - Travaux requis :

| | |
|--|-------------------------|
| A. Task Description of the Work required - Description de tâche des travaux requis | See Attached - Ci-joint |
| B. Basis of Payment - Base de paiement | See Attached - Ci-joint |
| C. Cost of Task - Coût de la tâche | See Attached - Ci-joint |
| D. Method of Payment - Méthode de paiement | See Attached - Ci-joint |

Contract Number - Numéro du contrat

2. Authorization(s) - Autorisation(s)

By signing this TA, the authorized client and (or) the PC Contracting Authority certify(ies) that the content of this TA is in accordance with the conditions of the contract.

En apposant sa signature sur l'AT, le client autorisé et (ou) l'autorité contractante de PC atteste(nt) que le contenu de cette AT respecte les conditions du contrat.

The client's authorization limit is identified in the contract. When the value of a TA and its revisions is in excess of this limit, the TA must be forwarded to the PC Contracting Authority for authorization.

La limite d'autorisation du client est précisée dans le contrat. Lorsque la valeur de l'AT et ses révisions dépasse cette limite, l'AT doit être transmise à l'autorité contractante de PC pour autorisation.

Name and title of authorized client - Nom et titre du client autorisé à signer

Signature

Date

PC Contracting Authority - Autorité contractante de PC

Signature

Date

3. Contractor's Signature - Signature de l'entrepreneur

Name and title of individual authorized - to sign for the Contractor
Nom et titre de la personne autorisée à signer au nom de l'entrepreneur

Signature

Date