



Parks Canada
Parcs Canada

**RETURN BIDS TO:**

Parks Canada Agency Bid Receiving Unit
National Contracting Services

Bid Fax: 1-877-558-2349

Bid E-mail Address:

soumissionsest-bidseast@pc.gc.ca

Attention: Lorraine Fletcher

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:

Spring launching and fall removal of The Baie-Sainte-Catherine Wharf pontoon

Solicitation No.:

5P300-21-0427-A

Date:

March 31, 2022

Client Reference No.:

10212517

GETS Reference No.:

N/A

Solicitation Closes:

At: 2:00 pm

On: May 2 2022

Time Zone:

EDT

F.O.B.:

Plant: ☐ Destination: ☒ Other: ☐

Address Enquiries to:

Lorraine Fletcher

Telephone No.:

343-585-4712

Fax No.:

N/A

Email Address:

Lorraine.fletcher@pc.gc.ca

Destination of Goods, Services, and Construction:

Parks Canada Agency
151 Highway 138, Baie-Sainte-Catherine, Québec, G0T 1A0

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:**

IMPORTANT NOTICE TO BIDDERS

COVID-19 Vaccination Requirement

This requirement is subject to the *COVID-19 Vaccination Policy for Supplier Personnel*. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as required precedent to contract award will render the bid non-responsive.

BIDS RECEIVED BY FAX AND EMAIL WILL BE ACCEPTED AS OFFICIAL.

BIDS RECEIVED IN-PERSON OR BY COURIER MAY NOT BE ACCEPTED.

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

The only acceptable facsimile for responses to bid solicitations is 1-877-558-2349.

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.

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. COVID-19 Vaccination Requirement

This requirement is subject to the *COVID-19 Vaccination Policy for Supplier Personnel*. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as required precedent to contract award will render the bid non-responsive.

1.2. Security Requirements

1.2.1. There is no security requirement associated with the bid solicitation.

1.3. Statement of Work

The Work to be performed is detailed under Article 6.3 of the resulting contract clauses.

1.4. Debriefings

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

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 or by courier may not be accepted.

The only acceptable facsimile for responses to bid solicitations is 1-877-558-2349.

The only acceptable email address for responses to bid solicitations is soumissionsest-bidseast@pc.gc.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 five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to

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

2.4. Applicable Laws

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

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

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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Spring launching and fall removal of The Baie-Sainte-Catherine Wharf
pontoon

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: 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 at Annex B.

Section II: Certifications

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

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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. Financial Evaluation

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

4.1.2. 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.

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. COVID-19 Vaccination Requirement and Certification

In accordance with the *COVID-19 Vaccination Policy for Supplier Personnel*, the Bidder must provide the COVID-19 Vaccination Requirement Certification at **Annex E to Part 5 of the Bid Solicitation** prior to contract award, to be given further consideration in this procurement process. This Certification is incorporated into, and forms a binding part of any resulting Contract.

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 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 F to Part 5 of the Bid Solicitation** prior to contract award.

5.2.3. 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.

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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 G to Part 5 of the Bid Solicitation** prior to contract award.

5.2.4. 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.

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. COVID-19 Vaccination Requirement

The *COVID-19 Vaccination Policy for Supplier Personnel* is applicable to the Contract.

6.2. Security Requirements

6.2.1. There is no security requirement applicable to the Contract.

6.3. Statement of Work

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

6.4. 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.

6.4.1. General Conditions

[2010C](#) (2021-12-02), 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.

6.4.2. Supplemental General Conditions

6.4.2.1. [4013](#) (2021-11-29), Compliance with On-site Measures, Standing Orders, Policies, and Rules

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

6.5. Term of Contract

6.5.1. Period of the Contract

The period of the Contract is from date of Contract to April 30, 2025 inclusive.

The period of execution of the work is from May 1 to October 31 of each year.

6.5.2. Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year periods 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.

6.6. Authorities

6.6.1. Contracting Authority

The Contracting Authority for the Contract is:

Lorraine Fletcher
Contracting Officer
Parks Canada Agency
National Contracting Services
Chief Financial Officer Directorate
111 Water Street East, Cornwall, Ontario, K6H 6S2

Telephone: 343-585-4712

E-mail address: lorraine.fletcher@pc.gc.ca

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

6.6.2. 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.

6.6.3. Contractor's Representative

The Contractor's Representative for the Contract is: (kindly include with your bid)

Representative's Name:
Representative's Title:
Legal Vendor/ Firm Name:

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Operating Vendor/ Firm Name
(if different than above):

Physical Address:

City:

**Province/
Territory:**

**Postal
Code:**

Telephone:

Facsimile:

Email Address:

**Procurement Business Number (PBN) or
Goods and Services Tax (GST) Number:**

6.7. Proactive Disclosure of Contracts with Former Public Servants

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

6.8. Payment

6.8.1. 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 \$ _____ *** to be provided 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.

6.8.2. Multiple Payments

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

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

6.9. 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. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

6.10. Certifications and Additional Information

6.10.1. 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.

6.11. 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 *****.

6.12. Priority of Documents

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

- (a) The Articles of Agreement;
- (b) The supplemental general conditions [4013](#) (2021-11-29), Compliance with On-site Measures, Standing Orders, Policies, and Rules;
- (c) The general conditions [2010C](#) (2021-12-02), General Conditions – Services (Medium Complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Insurance Requirements;
- (g) Annex D, Attestation and Proof of Compliance with Occupational Health and Safety (OHS)
- (h) The Contractor's bid dated ***** to be inserted at contract award *****.

6.13. SACC Manual Clauses

Government Site Regulations

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

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

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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

SPRING LAUNCHING AND FALL REMOVAL OF THE BAIE-SAINTE-CATHERINE WHARF PONTON



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1. GENERAL INSTRUCTIONS

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1.12	TRANSPORTATION/HANDLING/STORAGE

1. GENERAL INSTRUCTIONS

1.1 WORK DESCRIPTION

1. The work under this Contract consists primarily, but not exclusively, of:
The installation of the pontoon and footbridge during the spring season and removal of the pontoon and footbridge during the fall season.
2. More specifically, the work includes during the installation:
 - a. Launching the pontoon with a crane having the appropriate lifting capacity;
 - b. Proceeding with the recovery of the chains connecting the 6 anchor points and the pontoon;
 - c. Lifting the footbridge from its winter support and lowering it onto the pontoon;
 - d. Swinging the footbridge and pontoon into the final direction with respect to the dock and installing the chains at the anchor point provided on the pontoon;
 - e. Installing the footbridge support rod on the brackets attached to the dock sheet pile;
3. More specifically, the work includes during the removal:
 - a. Removing the chains from the anchor points on the pontoon. Bringing the two chains at the front of the dock close to the dock structure. Attaching the 2 chains located on the east side of the pontoon. The chains must be attached with shackles to the dock ladders. Connecting the 2 chains located west of the pontoon together and connecting them to a buoy to facilitate positioning and recovery;
 - b. Removing the support rod from the footbridge;
 - c. Swinging the footbridge and the pontoon toward the dock;
 - d. Lifting the footbridge and installing it on the winter support located on the dock structure;
 - e. Removing the pontoon from the water and placing it level on wooden blocks on the dock;

During the execution of the work, the Contractor shall have a Transport Canada-compliant boat on the water at all times to ensure safe operation.

1.2 WORK SCHEDULE

1. The pontoon launching work will be carried out between May 11 and 25 of each year. The exact date will be confirmed by the Project Authority at least 10 days before the operation.
2. The pontoon removal work will be carried out between October 10 and 24 of each year. The exact date will be confirmed by the Project Authority at least 10 days before the operation.

1.3 SECURITY MEASURES

1. The Contractor shall ensure that the work complies with the requirements of the Canadian Construction Health Code, the Provincial Government, the Occupational Health and Safety Commission and any other referenced requirements.
2. The Contractor shall ensure, at its own expense, the health and safety of persons on the site, protect the assets on the site and, in areas adjacent to the site, protect persons and the environment insofar as they are affected by the work.

For all work involving drowning hazards, the following requirements must be met:

Comply with Section 2.10.13 of the *Safety Code for the construction industry*.

a. Wear a lifejacket or flotation device that keeps the wearer's head out of the water and allows the wearer to float without straining their arms and that meets the following standard:

- The Canadian General Standards Board (CGSB) standard CAN/CGSB-65.7-M88 *Lifejackets, Inherently Buoyant Type*, published in 1988.
- Or for some exceptions, be accepted by Transport Canada.

b. or be protected by a safety net or fall protection device.

c. For each boat used (transport, rescue, inspection or other), transmit to the Project Authority, before the beginning of the work, a letter issued by Transport Canada certifying that the boat complies with the regulatory provisions of the *Canada Shipping Act, 2001*. (reference:). <http://www.tc.gc.ca/fra/securitemaritime/pcpb-menu-3633.htm> If more than one year has elapsed between the date of issuance of this letter and the date of completion of this work, also provide confirmation to the Project Authority that the annual compliance report required by Transport Canada has been completed for the current year.

d. Ensure that a moored, in-water lifeboat is available for each workstation. However, when the boat is accessible by land, it may serve several workstations provided that the distance between each workstation and the boat is less than 100 m.

e. Ensure the boat is equipped with a motor strong enough to move upstream.

f. Ensure that the boat has the necessary features to accommodate the people who may be involved in the rescue operation.

g. Ensure that the lifeboat is available to workers at all times in the event of an emergency.

h. Ensure that a qualified person is available to operate the emergency equipment. This person must hold a Pleasure Craft Operator Card for the length of boat being operated.

i. Establish written emergency procedures that include the information listed below and ensure that all workers involved in these procedures have received the necessary training and information to apply them:

j. A complete description of the procedures, including the responsibilities of the persons who are allowed access to the work site;

k. The location of emergency equipment.

l. Where the work site is a pier, dock, wharf or other similar structure, a ladder with at least two (2) rungs below the surface of the water shall be installed at the front of the structure every 60 m. This applies even if in the case of a construction project. In this situation, a temporary ladder that complies with the Canada Labour Code (or portable ladder) can be used and removed at the end of the work if the owner does not have the basic facilities. However, the owner must be advised in writing that the site does not comply with the Canada Labour Code, Part II.

3. By accepting this contract, the Contractor agrees to comply with the following requirements:

- a. Comply with all requirements of the *Regulation Respecting Occupational Health and Safety* (S-2.1, r.19.1), specifically Section XXVI.I entitled *Work performed underwater*. Also comply with *CSA Z275.2 – Operational safety code for diving operations*, as well as *CSA Z275.1 – Hyperbaric chambers* and *CSA Z275.4 – Competency Standards for Diving Operations*, latest editions. If there is a difference between two requirements for the same item, the more stringent requirement applies.
- b. In addition to the above paragraph, where construction work is being performed, also comply with *Safety Code for the construction industry* (S-2.1, r.6).
- c. Prior to the commencement of the work, forward to the Project Authority the following documents, as required in the *Occupational Health and Safety Regulations*:
 - Certification of professional diving training for each member of the dive team OR certification of competency in accordance with *Competency Standard for Diving Operations*, CAN/CSA Z 275.4-02, in accordance with section 312.8 of these Regulations;
 - The workplace first aid training certificate of each member of the diving team;
 - The medical certificate of each member of the diving team;
- d. For each dive under this mandate, a dive plan containing the following items, in addition to those required in the *Occupational Health and Safety Regulations*:
 - Isothermal protection to be used;
 - Consecutive dives factor;
 - Ascent limit without a decompression stop;
 - Circumstances requiring the interruption of the dive;
 - Procedures for ensuring that machinery, equipment or devices that may pose a risk have been locked;
 - Decompression table to be used, if required;
 - A notice confirming that a communication system with the Emergency Medical Service for diving emergencies is available at all times at the diving station.

4. If the dive is to take place at one of the following locations, provide confirmation to the Project Authority that the appropriate authorities have been notified:
 - a) In port facilities.
5. If the diving station is more than 2 metres above the water, send to the Project Authority:
 - a) A diagram of the equipment used to launch the worker if equipment other than a stage is used as a means of launching;
 - b) A diagram of the apparatus used to lift the stage or other equipment, unless the apparatus is a crane or boom truck.
6. If the dive is done from a boat, send the Project Authority the following documents:
 - a) Proof of qualification of the boat operator;
 - b) Transport Canada certificate of compliance for the boat.
7. Prior to the commencement of work, conduct a simulation of the site rescue procedure as required by section 312.31 of the *Occupational Health and Safety Regulations*.
8. Complete a daily checklist confirming the presence and condition of the required equipment on the dive site according to the dive plan and send it to the Project Authority.
9. Ensure that all other documents required by Section XXVI of the *Occupational Health and Safety Regulations* are available at all times on site (dive log book, diver journal, etc.).
10. Comply with the requirements of sections 355 to 357 of the *Occupational Health and Safety Regulations* for all persons assigned to this mandate and who remain on the water surface.
11. If an emergency boat is required to comply with section 357 of the *Occupational Health and Safety Regulations*, obtain a certificate of compliance for this boat issued by Transport Canada and forward it to the Project Authority.

1.4 LEGISLATION AND REGULATIONS

1. The Contractor shall be required to comply with all provincial, municipal or federal regulations and any other laws or regulations pertaining to this work. They will be held responsible for any contraventions of laws and regulations.

1.5 CONTRACTOR'S USE OF THE SITE

1. Restrict use to areas identified by the Project Authority for execution of work and storage.
2. For the duration of the work, do not use the site or any other area on the Agency's property for lodging or temporary residence of the Contractor's employees.
3. After obtaining the required approvals, cover the cost of any additional storage or work required to complete the layout and restoration of the storage areas.

1.6 NOTICE OF COMMENCEMENT OF WORK

1. Before the beginning of the work, transmit the notice of commencement of work to the CSST.
2. The Contractor shall complete and submit to the Project Authority the Occupational Health and Safety Certification and Evidence of Compliance form.
3. The Contractor shall produce and submit to the Project Authority a prevention plan.

1.7 CONSTRUCTION SITE

1. Trucks and any other machinery must be in good working order to prevent oil, grease and fuel leaks.
2. Keep a copy of each of the following documents on the work site:
 - a. Authorizations for modifications;
 - b. Approved schedule for the execution of the work.

1.8 LUMP SUM CONTRACT

1. The total price includes transportation and installation of materials, as well as all company overhead, administration, insurance, dues, interest, rent, taxes and other incidental expenses.
2. It must include losses and damages that may result from the nature of the work, fluctuation in prices and wages, business risks, strikes, delays not attributable to the Agency, accidents, the effects of the forces of nature and any other fortuitous event.
3. Parks Canada will make payment upon receipt of a lump sum invoice after acceptance of the work.

1.9 WORK PERFORMED BY DIVERS OR SCUBA DIVERS

1. The work must be performed by divers or scuba divers to retrieve the chains from the anchoring system. The Contractor must provide the cost of mobilizing and demobilizing his equipment, as well as the hourly rate for the team of divers or scuba divers. The work will then be paid according to the costs of mobilization and demobilization as well as the work time according to the rates provided in the contract.
2. Parks Canada will make payment upon receipt of a lump sum invoice after acceptance of the work.

1.10 SUPPLY OF MATERIALS

1. The Contractor must be able to demonstrate compliance with quality assurance requirements at all times.
2. The Contractor shall furnish all materials, labour, tools, equipment and accessories necessary to perform the work.

1.11 WASTE MATERIALS

1. Remove all waste and scrap materials from the site to a site approved by the appropriate authorities and the Project Authority.

1.12 TRANSPORTATION/HANDLING/STORAGE

1. The Contractor shall pay for the transportation, unloading, handling and storage of materials required for the performance of the work.

2. Materials that may be damaged by the weather should be kept in a weatherproof enclosure.

PHOTOS OF THE PONTOON

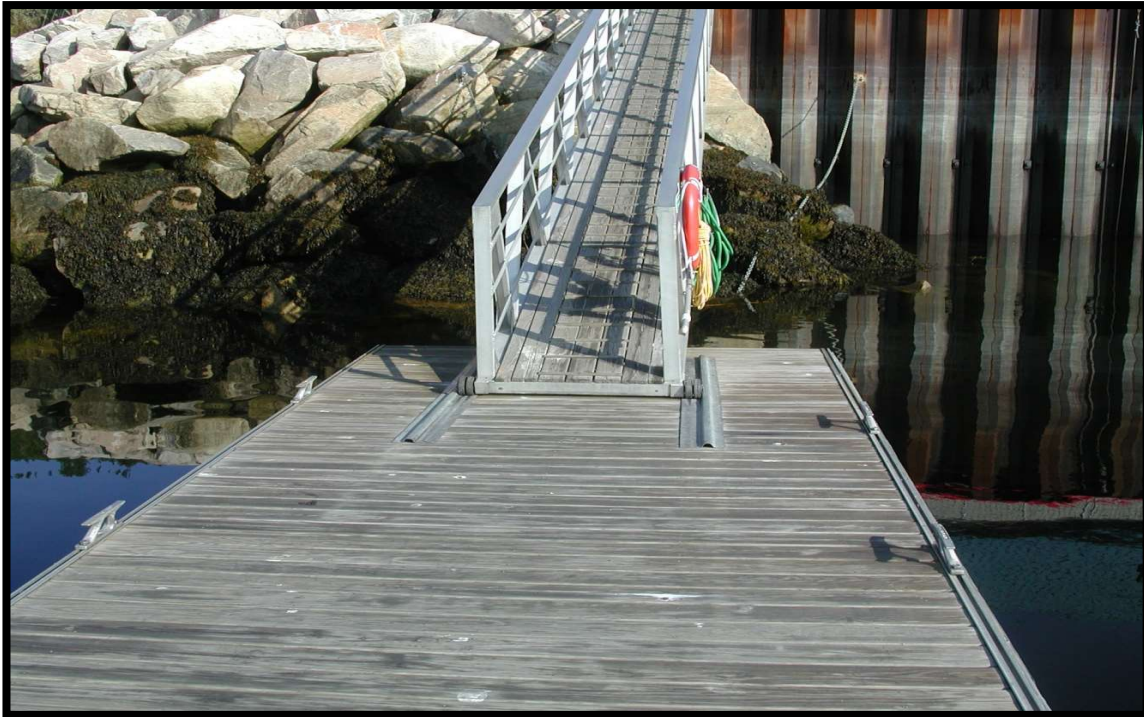
Fastening rod



Fastening rod



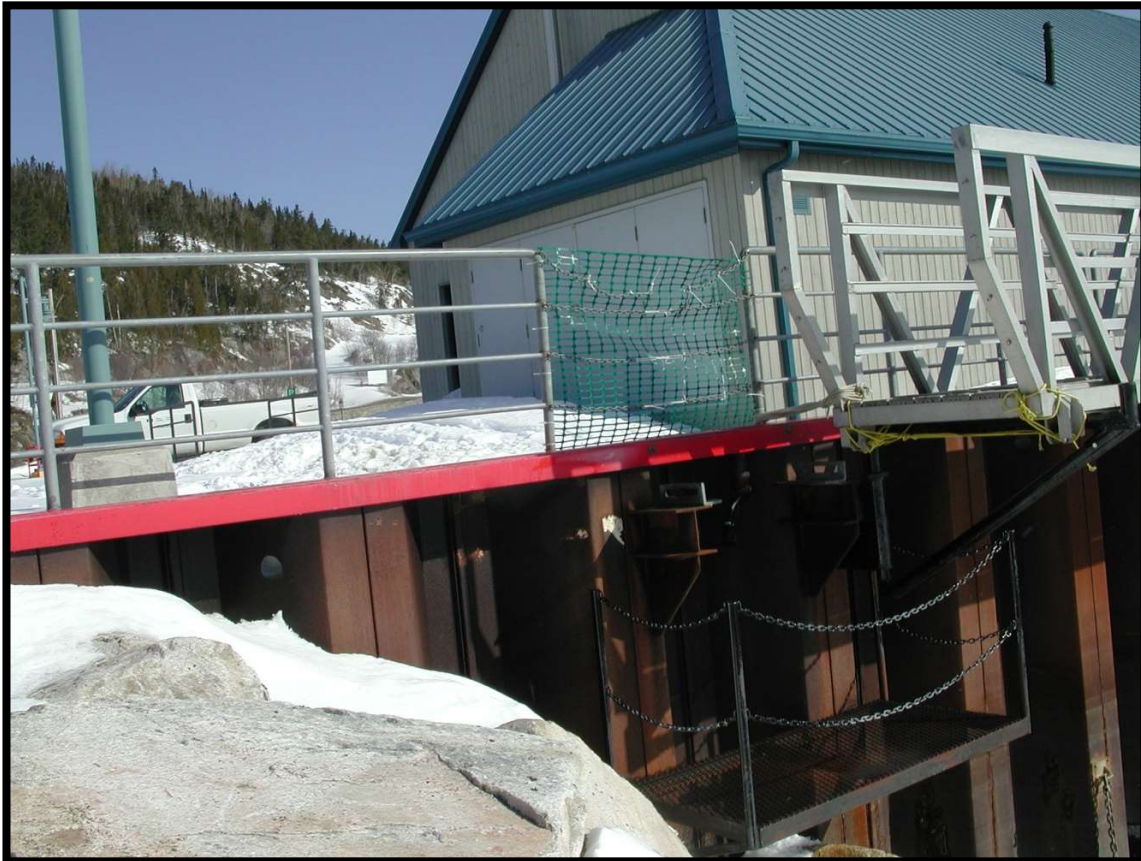
Footbridge on pontoon



Footbridge installed on winter support



Footbridge installed on winter support



View of complete pontoon installation



View of complete pontoon installation



ANNEX B**BASIS OF PAYMENT**

Bidders are required to submit their prices in the format specified in this Annex B – Basis of Payment. Failure to provide prices in the specified format will render the bid inadmissible. The Bidder must submit firm prices as described in Annex "A" – Statement of Work Excluding Taxes. The Contractor will be paid in Canadian dollars.

Please note that any changes made to this document will render the bid non-compliant.

INITIAL CONTRACT :

TABLE A From contract award to October 31, 2022				
No	Description	Quantity	Unit	Total (\$)
1	Launching of the pontoon in spring	1	Overall	\$
2	Removal of the pontoon in the fall	1	Overall	\$
Total – Table A (excluding taxes):				\$

TABLE B Year #2 from May 1, 2023 to October 31, 2023				
No	Description	Quantity	Unit	Total (\$)
1	Launching of the pontoon in spring	1	Overall	\$
2	Removal of the pontoon in the fall	1	Overall	\$
Total – Table B (excluding taxes):				\$

TABLE C Year #3 from May 1, 2024 to October 31, 2024				
No	Description	Quantity	Unit	Total (\$)
1	Launching of the pontoon in spring	1	Overall	\$
2	Removal of the pontoon in the fall	1	Overall	\$
Total – Table C (excluding taxes):				\$

Initial Contract – Total of Tables A – B - C	\$
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Solicitation No.:
5P300-21-0427-A

Amendment No.:
00

Contracting Authority:
Lorraine Fletcher

Ver.02.09.2022

Client Reference No.:
10212517

Title:
Spring launching and fall removal of The Baie-Sainte-Catherine Wharf pontoon

ADDITIONAL YEARS:

TABLE D				
Option Year 1: May 1, 2025–October 31, 2025				
No	Description	Quantity	Unit	Total (\$)
1	Launching of the pontoon in spring	1	Overall	\$
2	Removal of the pontoon in the fall	1	Overall	\$
Total – Table D (excluding taxes):				\$

TABLE E				
Option Year 2: May 1, 2026–October 31, 2026				
No	Description	Quantity	Unit	Total (\$)
1	Launching of the pontoon in spring	1	Overall	\$
2	Removal of the pontoon in the fall	1	Overall	\$
Total – Table E (excluding taxes):				\$

SUMMARY OF TABLES

Description	Total (\$)
INITIAL CONTRACT:	
Table A – from award to October 31, 2022	\$
Table B – Year #2 - May 1, 2023–October 31, 2023	\$
Table C – Year #3 - May 1, 2024–October 31, 2024	\$
ADDITIONAL YEARS:	
Table D – Option Year 1 – May 1, 2025–October 31, 2025	\$
Table E – Option Year 2 – May 1, 2026–October 31, 2026	\$
GRAND TOTAL (excluding taxes):	\$

ANNEX C

INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY 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 \$5,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

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pontoon

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

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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ANNEX E TO PART 5 OF THE BID SOLICITATION

COVID-19 VACCINATION REQUIREMENT CERTIFICATION

I, _____ (*first and last name*), as the representative of
_____ (*name of business*) pursuant to
_____ (*insert solicitation number*), warrant and certify that
all personnel that

_____ (*name of business*) will provide on the resulting
Contract who access federal government workplaces where they may come into contact with public
servants will be:

(check the applicable option[s] below)

- ☐ (a) fully vaccinated against COVID-19;
- ☐ (b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to accommodation and mitigation measures that have been presented to and approved by Canada; or
- ☐ (c) partially vaccinated against COVID-19 for a period of up to 10 weeks from the date of their first dose and subject to temporary measures that have been presented to and approved by Canada, immediately after which period the personnel will meet the conditions of (a) or (b) or will no longer access federal government workplaces where they may come into contact with public servants under this Contract;

until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by _____ (*name of business*) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the

_____ (*name of business*) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

Signature: _____

Date: _____

Optional

Solicitation No.:
5P300-21-0427-A

Amendment No.:
00

Contracting Authority:
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Ver.02.09.2022

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10212517

Title:
Spring launching and fall removal of The Baie-Sainte-Catherine Wharf
pontoon

For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below **is not** a substitute for completing the mandatory certification above.

Initials: _____

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.

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

List of Names

Name	Title

Solicitation No.:
5P300-21-0427-A

Amendment No.:
00

Contracting Authority:
Lorraine Fletcher

Ver.02.09.2022

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pontoon

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 G 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 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

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.