



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

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 His Majesty the King 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.

Comments:

Issuing Office:

**Parks Canada Agency
 National Contracting Services
 Halifax, Nova Scotia**

Title: Ferry Service, Fort Lennox National Historic Site	
Solicitation No.: 5P300-22-0206/A	Date: 27 January 2023
Client Reference No.: N/A	
GETS Reference No.: PW-23-01023460	

Solicitation Closes: At: 14:00 On: 21 February 2023	Time Zone: EST
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F.O.B.: Plant: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other: <input type="checkbox"/>
Address Enquiries to: Jaime Creaser Telephone No.: 902-266-8592 Fax No.: 1-877-558-2349 Email Address: Jaime.Creaser@pc.gc.ca
Destination of Goods, Services, and Construction: Parks Canada Agency 1 61 ^e Avenue, St-Paul-de-l'Île-aux-Noix, QC J0J 1G0

TO BE COMPLETED BY THE BIDDER

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

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IMPORTANT NOTICE TO BIDDERS

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

BIDS RECEIVED IN-PERSON OR BY COURIER WILL 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.

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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.

Security Requirements

There are security requirements associated with this requirement. For further instructions, consult Part 1 – General Information and Part 6 – Resulting Contract Clauses.

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

New personnel security clearance requests require the fingerprinting of individuals to conduct a criminal record check. The validity of an existing personnel security clearance issued by the Government of Canada is not affected by this requirement of the criminal record check process. Contractors who require personnel security clearances to perform a contract for the Government of Canada are responsible for all costs associated with obtaining the security clearances.

1.1.1. Before award of a contract, the following conditions must be met:

- a. The Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 6 – Resulting Contract Clauses;
- b. The Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;

1.1.2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

1.2. Statement of Work

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

1.3. Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within fifteen (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](#) (2022-03-29), 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 Canada Post Corporation's Connect service of section 08, Transmission by facsimile or by Canada Post Corporation's (CPC) Connect service 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 will not be accepted.

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The only acceptable email address for responses to bid solicitations is soumissionsest-bidseast@pc.gc.ca.

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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)** business 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

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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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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 Basis of Payment at Annex B.

Section III: Certifications

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

PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1. Evaluation Procedures

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

4.1.1. Technical Evaluation

4.1.1.1. Mandatory Technical Criteria

Technical bids will be evaluated against the mandatory technical evaluation criteria specified below.

Number	Mandatory Technical Criteria	Bidders Preparation Instructions
M1	Bidders must clearly demonstrate that they have access to a vessel or vessels to meet the requirement described at Annex A – Statement of Work.	Bidders must submit the description of the proposed vessel or vessels detailing how they can meet the requirement described at Annex A – Statement of Work, as well as a valid Transport Canada certificate for the vessel(s). The certification must correspond to the type of vessel and to the type of trip that will be made. A certificate of compliance issued by a naval architect, attesting that the vessel meets Transport Canada standards, may be considered in lieu of a Transport Canada certificate. If a new vessel is proposed, proof that its design and/or its construction were approved by Transport Canada must be provided by the date and time of the bid closing. A certificate of compliance issued by a naval architect, attesting that the vessel meets Transport Canada standards, may also be required. In the case of a proposal with a new vessel, the bidder must also demonstrate beyond a doubt that the boat will be operational by the start of the contract.
M2	Bidders must clearly demonstrate that, in the event that the ferry service is interrupted because of a mechanical failure, accident or for any other reason, it can resume normal service or evacuate the island in a safe manner within no more than sixty (60) minutes.	Bidders must provide an explanatory note with their bid, describing how they will meet this requirement.

For a bid to be declared responsive to the solicitation requirements it must demonstrate and meet all of the mandatory technical criteria. Bids declared non-responsive to the mandatory technical criteria will be given no further evaluation.

4.1.2. Financial Evaluation

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

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4.1.3. Basis of Selection – Mandatory Technical Criteria

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.

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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.

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](http://www.esdc.gc.ca/employment-social-development) website.

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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.

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PART 6 – RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1. Security Requirements

6.1.1. The following security requirements apply to and form part of the Contract.

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

**Sensitive assets may include: cash, artefacts, firearms, explosives, keys, vehicles, historic sites and bldgs., electronic equipment, IT networks, critical installations and systems, etc.*

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

6.2. Statement of Work

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

6.3. Work Authorization Process – As and When Requested Services

6.3.1. Work Authorization:

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

6.3.2. Work Authorization Process

- a. The Project Authority will provide the Contractor with a description of the work.
- b. The Work Authorization (WA) 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.
- c. The Contractor must provide the Project Authority, the proposed total estimated cost for performing the work and a breakdown of that cost, established in accordance with the Basis of Payment at Annex B specified in the Contract.
- d. The Contractor must not commence work until a WA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a WA has been received will be done at the Contractor's own risk.

6.3.3. Canada's Obligation - Portion of the Work - Work Authorizations

Canada's obligation with respect to the portion of the Work under the Contract that is performed through Was is limited to the total amount of the actual work performed by the Contractor.

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.

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6.4.1. General Conditions

[2010C](#) (2022-12-01), 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. 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 the date of the Contract to 15 November 2025.

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:

Jaime Creaser
Contracts, Procurement & Materiel Management Officer
Parks Canada Agency
National Contracting Services
Chief Financial Officer Directorate
Halifax, NS

Telephone: 902-266-8592

E-mail address: Jaime.Creaser@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 *****

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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:

Representative's Name:		
Representative's Title:		
Legal Vendor/ Firm Name:		
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. Limitation of expenditure

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

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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.

6.8.2. Monthly Payment

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

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

Each invoice must be supported by:

- a. A copy of the Work Authorization, if applicable.
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the email 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.

6.10.2. Federal Contractors Program for Employment Equity – Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC) – Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms 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.

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- a. The Articles of Agreement;
- b. The general conditions [2010C](#) (2022-12-01), 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** ***.

6.13. Government Property

Government Property must be used only for the purpose of performing the Contract.

6.14. Government Site Regulations

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

6.15. Access to Facilities and Equipment

Canada's facilities, equipment, documentation and personnel are not automatically at the disposal of the Contractor. If access to government premises, computer systems (micro computer network), working space, telephones, terminals, documentation and personnel for consultation is required by the Contractor to perform the Work, the Contractor must advise the Contracting Authority of the need for such access in a timely fashion. If the Contractor's request for access is approved by Canada and arrangements are made to provide access to the Contractor, the Contractor, its subcontractors, agents and employees must comply with all the conditions applicable at the Work site. The Contractor must further ensure that the facilities and equipment are used solely for the performance of the Contract.

6.16. Insurance Requirements – Specific Requirements

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

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

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

6.17. 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.

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ANNEX A

STATEMENT OF WORK

Ferry Service, Fort Lennox National Historic Site

1. Description of services

Provide round-trip ferry service to visitors of the Fort Lennox National Historic Site, from the Information Centre wharf to the west dock of Île aux Noix, over a distance of approximately 350 metres.

2. Seasonal Schedule:

From 19 May to 09 October 2023, inclusive
From 17 May to 14 October 2024, inclusive
From 16 May to 13 October 2025, inclusive

Seasonal Schedule – Option Years:

From 15 May to 12 October 2026, inclusive
From 21 May to 11 October 2027, inclusive

3. Period and schedule

3.1 The Contractor must provide daily ferry service during the following periods:

Year	Periods <i>*The schedule will be validated annually with the Contractor before the start of the season.</i> <i>(Approximate schedule: 9:30 a.m. to 5 p.m.)</i>	Type of service
2023	19 May to 11 June, three (3) days/week (Friday to Sunday, plus holidays) 16 June to 04 September, seven (7) days/week 08 September to 09 October, three (3) days/week (Friday to Sunday, plus holidays)	Regular Passenger Service: Days when the site is open to the public (ferry available at a flat rate)
2024	17 May to 16 June, three (3) days/week (Friday to Sunday, plus holidays) 17 June to 02 September, seven (7) days/week 06 September to 14 October, three (3) days/week (Friday to Sunday, plus holidays)	Regular Passenger Service: Days when the site is open to the public (ferry available at a flat rate) As and When Requested Service: Special activities when applicable (ferry available at an hourly rate)
2025	16 May to 15 June, three (3) days/week (Friday to Sunday, plus holidays) 16 June to 01 September, seven (7) days/week	Regular Passenger Service: Days when the site is open to the public (ferry available at a flat rate)

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	05 September to 13 October, three (3) days/week (Friday to Sunday, plus holidays)	As and When Requested Service: Special activities when applicable (ferry available at an hourly rate)
OPTION YEARS		
2026	15 May to 14 June, three (3) days/week (Friday to Sunday, plus holidays)	Regular Passenger Service: Days when the site is open to the public (ferry available at a flat rate)
	15 June to 07 September, seven (7) days/week	As and When Requested Service:
	11 September to 12 October, three (3) days/week (Friday to Sunday, plus holidays)	Special activities when applicable (ferry available at an hourly rate)
2027	21 May to 13 June, three (3) days/week (Friday to Sunday, plus holidays)	Regular Passenger Service: Days when the site is open to the public (ferry available at a flat rate)
	14 June to 06 September, seven (7) days/week	As and When Requested Service:
	10 September to 11 October, three (3) days/week (Friday to Sunday, plus holidays)	Special activities when applicable (ferry available at an hourly rate)

3.2 The Project Authority must provide the Contractor with a precise schedule of site services no later than 30 April of each year.

4. Premises

- 4.1. The Contractor must use the wharf dock and the west dock of the island for passenger boarding and to dock ferry boats during the day. All Parks Canada facilities, locations, structures or services are hereinafter referred to as the "premises".
- 4.2. The Contractor must not use the section perpendicular to the west dock of the island for docking until the level of the Richelieu River allows Parks Canada employees to install the removable dock. In the meantime, the Contractor must dock in the location designated by the Project Authority.
- 4.3. During the night, the vessels must be docked at the mainland dock only or at a dock of the Contractor's choice.
- 4.4. Docking at the west dock and at the wharf dock shall be done in accordance with the Project Authority's instructions and the various watercraft safety codes.
- 4.5. The Contractor must not, at any time, use the west dock of the island and the wharf dock for any purpose other than transporting visitors to Fort Lennox.
- 4.6. The Contractor does not have exclusive use of the wharf and island docks. The Project Authority shall determine the use of the docks based on the operational needs of the site.
- 4.7. At the start of the operating season, the Project Authority and the Contractor must perform a joint inspection of the docks. In the event of damage to the premises by the Contractor, the latter will bear the cost of repairs.

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5. Vessels

- 5.1. The Contractor must supply the necessary vessel or vessels to provide the requested service.
- 5.2. The Contractor must ensure that the vessel or vessels it uses are in compliance with Transport Canada requirements, and written proof from the competent authorities must be submitted to the site manager fifteen (15) days before the start of operations.
- 5.3. Bidders must submit the description of the proposed vessel or vessels with their proposal as well as a valid Transport Canada certificate for the vessel(s). The certification must correspond to the type of vessel and to the type of trip that will be made. A certificate of compliance issued by a naval architect, attesting that the vessel meets Transport Canada standards, may also be considered.
- 5.4. If a new vessel is proposed, proof that its design and/or its construction were approved by Transport Canada must be provided by the day and time of the bid closing. A certificate of compliance issued by a naval architect, attesting that the vessel meets Transport Canada standards, may also be required. In the case of a proposal with a new vessel, the bidder must also demonstrate beyond a doubt that the boat will be operational by the start of the contract.
- 5.5. If, during the contract period, the Contractor wishes to change vessels, it must obtain prior approval from the Project Authority by providing the description and certification of the new vessel.
- 5.6. Outsourcing must be submitted to the Project Authority for approval.
- 5.7. The draught of the ferry or ferries must be adequate to provide continuous service during the periods described in the schedule of the Statement of Work.

6. Vessels – capacity

- 6.1. The capacity of the ferry or ferries must be no less than:

Forty-nine (49) passengers. This capacity must be achievable with a single ferry. The docks can accommodate vessels larger than a 49-passenger ferry.

7. Vessels – maintenance

- 7.1. The Contractor must provide all supplies (for example: fuel, oil and grease, replacement parts) and labour required for the operation, maintenance and certification of its vessel or vessels.
 - 7.2. Regarding the quality and terms of service, the Contractor must be responsible for the maintenance and operation of the ferry service to the satisfaction of the Project Authority.
 - 7.3. The Contractor must, at all times, maintain its equipment in a state that is satisfactory to the Project Authority.
 - 7.4. The Contractor must keep the premises, the equipment, and materials kept on these premises, in a state that is satisfactory to the Project Authority, who may, at any time, visit the premises to examine their state.
 - 7.5. The Contractor must not refuel its vessel or vessels or change the oil at the docks used by the public. All such procedures must be performed in compliance with the environmental standards in effect.
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8. Crossing schedule

- 8.1. Transportation of passengers between the wharf dock and the west dock of the island must be carried out at minimum at the following interval, whichever comes first:
 - a. Every half hour, or
 - b. When the capacity of the ferry has been reached.
- 8.2. The Contractor must make every effort to ensure that visitors do not wait more than half an hour to cross from one dock to the other, regardless of the dock or time of year.
- 8.3. The Contractor agrees to make crossings at the frequency established by the Project Authority to facilitate the entrance and exit of school groups and other organized groups. If groups are to travel to the island (often groups totalling about 100 people), the ferry may make a few round trips rather than crossings every thirty (30) minutes, in order to avoid losing time to start visits or return the group to the bus.
- 8.4. In the event that the ferry service is interrupted because of a mechanical failure, accident or for any other reason, the Contractor must resume normal service or evacuate the island in a safe manner within no more than sixty (60) minutes.
- 8.5. The Contractor must provide minimum ferry service for Parks Canada staff working at Île aux Noix according to the following schedule:
 - a. Two (2) trips a day (morning and evening), every day of the week.
 - b. Normally, these crossings are made fifteen (15) minutes before the site opens and closes to the public.
- 8.6. In addition to the public crossings, the Contractor must, during normal opening hours and upon request from the Project Authority, provide immediate transportation for any employee of the Government of Canada or of various companies who must travel to the island for business. These employees are entitled to immediate crossing when they report to the ferry. This may require the ferry to make a round trip rather than a crossing every thirty (30) minutes.
- 8.7. The Contractor must during normal opening hours and upon request from the Project Authority, provide immediate transportation for any visitor or employee in case of a medical emergency.
- 8.8. The Contractor must make the ferry available to Parks Canada, outside of or during normal opening hours, for certain tasks such as: transporting goods that cannot be transported on our boats; providing certain customer service experiences; circling the island or travelling other routes for safety purposes, at the Project Authority's request; and performing any other special activities. These hours may be used outside the site's opening hours.
- 8.9. The Contractor's vessels must be fast enough and easy enough to maneuver for crossing and docking to be carried out in no more than eight (8) minutes.

9. Customer service

- 9.1. The Contractor must ensure that the captain informs users of the main safety rules, in both official languages, at the beginning of the crossing.
- 9.2. Ferry staff must ensure passenger safety on the docks when passengers board and disembark, by providing clear instructions, organizing the groups and performing the tasks deemed necessary by the site manager, namely installing and removing buoys, poles and ropes on the west dock.

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- 9.3. In addition, ferry staff must welcome visitors to the island and indicate directions to and main services available at Fort Lennox, in accordance with the program standards provided by Parks Canada. The Contractor must also ensure that its staff assists visitors with reduced mobility.
- 9.4. The vessel must be fitted with a safe gangway to ensure there is never a gap between the dock and the threshold when passengers board or disembark. This gangway must also enable wheelchair users to access the vessel safely.
- 9.5. The ferry or ferries must be fitted with a roof, awning or other type of shelter to fully protect passengers from the rain, and it must have a sufficient number of seats to accommodate all passengers.
- 9.6. The general appearance of the ferry or ferries must be clean and in good taste, meeting the aesthetic standards generally applicable to this type of service.
- 9.7. The crew of the ferry or ferries must be responsible for the cleanliness of the docks, hand rails and guardrails where visitors board and disembark and provide daily cleaning of these areas. The Contractor must provide cleaning supplies and equipment. The products used must be EcoLogo certified or biodegradable and receive prior approval by the Project Authority.
- 9.8 The Contractor must clearly indicate to the visitors that services of equal quality are provided in both official languages through signs, notices and other forms of bilingual signage. Publications and written and oral communications from third parties must be available in both official languages and be of the same quality.

The Contractor must also ensure that all of Parks Canada's documents and its website along with greetings and recorded messages from bilingual staff are in of equal quality both official languages. To this end, it must:

- a. identify and fill a certain number of bilingual positions to provide appropriate service in both official languages;
- b. have qualified staff to provide quality service in both official languages at all times;
- c. have in place an agreement with one or more bilingual offices serving the same area in the event that collaboration is required/necessary.

10. Staff

- 10.1. The Contractor must be responsible for hiring the staff and auxiliary staff it will need for the ferry service and must ensure that these staff members maintain a professional appearance when performing their duties.
 - 10.2. The vessels must, at all times, be piloted by a person who has the necessary skills and knowledge, in accordance with Transport Canada regulations. A copy of their certificates of competency must be submitted to the Project Authority no less than fifteen (15) days before the start of operations.
 - 10.3. The crew on board the vessel or vessels must include at least one person with valid first aid and CPR certification. A copy of their certificates must be submitted to the Project Authority no less than fifteen (15) days before the start of operations.
 - 10.4. The Contractor must ensure that its staff members possess and wear a uniform. The uniform must be approved by the Project Authority and paid for by the Contractor.
 - 10.5. The Contractor must, at its own expense, allow its employees to attend a training session of four (4) hours, given by site staff members, in order for employees to have proper knowledge of the site's activities and the environment, as well as for them to learn certain hosting techniques, to the satisfaction of the Project Authority.
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10.6. The Contractor must provide adequate supervision of its staff to ensure:

- a. Visitor safety, as provided in the contract;
- b. A quality visitor experience;
- c. The smooth conduct of its activities; and
- d. The efficient operation of the service mentioned in this contract.

10.7. The Contractor must provide sufficient staff to meet contract requirements and comply with the regulations in effect.

11.8. The Contractor must ensure that its staff cooperates with Parks Canada staff to provide effective customer service.

10.9. The crew on board the vessel must be responsible for keeping track of all passengers who board and disembark to cross to the island to ensure the safe return of all visitors to the mainland at the end of the day.

11. Damage

11.1. The Contractor is responsible for all accidents that occur on their vessels or while boarding the vessel.

11.2. The Contractor must complete an incident report and submit it to the Project Authority or their authorised agent within 48 hours of the incident.

11.3. The Contractor must notify the Project Authority or an authorized agent of all property damage, malfunctions, personal injury and other damages that may occur to ferry users as soon as possible.

12. Application of regulations

12.1. The Contractor must take the necessary health, fire and safety precautions and must participate in the application of public safety and fire prevention plans relating to the ferry service. The Contractor and its staff must participate in the annual evacuation procedures training offered by Parks Canada and the local fire department at the start of each season (maximum duration of four (4) hours).

12.2. The Contractor and its staff must comply with all regulations made under the *Canada National Parks Act*, the *Canada Shipping Act* and any other act, regulation and procedure that may apply to the service operated under this contract.

13. Miscellaneous

13.1. The Contractor must forbid the consumption of alcoholic beverages on board the ferry or ferries.

13.2. The Contractor must clearly identify the service provided and its corporate name in a location approved by the Project Authority.

13.4. The Contractor must receive prior approval from the Project Authority before carrying out any form of solicitation or promotion whatsoever. The Project Authority may accept or refuse such a request and reserves the right to stipulate the conditions according to which these activities are to be carried out.

13.5. The vessel or vessels must be removed from the site no later than ten (10) days after the end of the operating season.

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14. Parks Canada's responsibilities

14.1 Parks Canada shall ensure that the docks are in good condition.

14.2 Parks Canada shall confirm the schedule at the start of each season.

14.3 Parks Canada and the local fire department shall provide annual evacuation procedures training at the start of each season (maximum duration of four (4) hours).

14.4 Parks Canada shall provide a training session of four (4) hours to introduce the site's activities and the environment and to present certain hosting techniques.

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ANNEX B

BASIS OF PAYMENT

*** To be completed by the Bidder ***

Financial Bid Submission Requirements

- Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.
- The Bidder must submit their financial bid in accordance with the Basis of Payment.
- All prices are in Canadian dollars, FOB destination
- Customs duties are included and Applicable Taxes are extra.
- Total Combined Evaluated Estimated Bid Price Calculation:

For the purposes of evaluation, the evaluated bid price will be comprised of the combined total of Table A through Table D.

1. Firm Unit Price(s) – Required Services for Regular Ferry Service

In consideration of the Contractor completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s) in Canadian funds for all costs, including but not limited to all professional, technical, and administrative fees and costs as required to fulfill the requirements of *Annex A – Statement of Work* as defined.

Contract Year One (1) 2023 Season					
Item No.	Description	Unit of Measurement	Estimated Quantity (EQ)	Firm Unit Price(s) (PU)	Extended Total(s) (EQ x PU)
1	Regular Passenger Service Month 1: 19 May to 31 May 2023 Month 2: 01 June to 30 June 2023 Month 3: 01 July to 31 July 2023 Month 4: 01 August to 31 August 2023 Month 5: 01 September to 30 September 2023 Month 6: 01 October to 09 October 2023	Per Month	6	\$	\$
2	As and When Requested Services, as described in Annex A Statement of Work section 8.8	Per Hour	40	\$	\$
A	Combined Estimated Total Firm Unit Price(s) – Contract Year 1 (excluding applicable tax)				\$

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Contract Year Two (2) 2024 Season					
Item No.	Description	Unit of Measurement	Estimated Quantity (EQ)	Firm Unit Price(s) (PU)	Extended Total(s) (EQ x PU)
1	Regular Passenger Service: Month 1: 17 May to 31 May 2024 Month 2: 01 June to 30 June 2024 Month 3: 01 July to 31 July 2024 Month 4: 01 August to 31 August 2024 Month 5: 01 September to 30 September 2024 Month 6: 01 October to 14 October 2024	Per Month	6	\$	\$
2	As and When Requested Services, as described in Annex A Statement of Work section 8.8	Per Hour	40	\$	\$
B	Combined Estimated Total Firm Unit Price(s) – Contract Year 2 (excluding applicable tax)				\$
Contract Year Three (3) 2025 Season					
Item No.	Description	Unit of Measurement	Estimated Quantity (EQ)	Firm Unit Price(s) (PU)	Extended Total(s) (EQ x PU)
1	Regular Passenger Service Month 1: 16 May to 31 May 2025 Month 2: 01 June to 30 June 2025 Month 3: 01 July to 31 July 2025 Month 4: 01 August to 31 August 2025 Month 5: 01 September to 30 September 2025 Month 6: 01 October to 13 October 2025	Per Month	6	\$	\$
2	As and When Requested Services, as described in Annex A Statement of Work section 8.8	Per Hour	40	\$	\$
C	Combined Estimated Total Firm Unit Price(s) – Contract Year 3 (excluding applicable tax)				\$

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OPTION YEARS

Option Year One (1) 2026 Season					
Item No.	Description	Unit of Measurement	Estimated Quantity (EQ)	Firm Unit Price(s) (PU)	Extended Total(s) (EQ x PU)
1	Regular Passenger Service: Month 1: 15 May to 31 May 2026 Month 2: 01 June to 30 June 2026 Month 3: 01 July to 31 July 2026 Month 4: 01 August to 31 August 2026 Month 5: 01 September to 30 September 2026 Month 6: 01 October to 12 October 2026	Per Month	6	\$	\$
2	As and When Requested Services, as described in Annex A Statement of Work section 8.8	Per Hour	40	\$	\$
D	Combined Estimated Total Firm Unit Price(s) – Option Year 1 (excluding applicable tax)				\$
Option Year Two (2) 2027 Season					
Item No.	Description	Unit of Measurement	Estimated Quantity (EQ)	Firm Unit Price(s) (PU)	Extended Total(s) (EQ x PU)
1	Regular Passenger Service: Month 1: 21 May to 31 May 2027 Month 2: 01 June to 30 June 2027 Month 3: 01 July to 31 July 2027 Month 4: 01 August to 31 August 2027 Month 5: 01 September to 30 September 2027 Month 6: 01 October to 11 October 2027	Per Month	6	\$	\$
2	As and When Requested Services, as described in Annex A Statement of Work section 8.8	Per Hour	40	\$	\$
E	Combined Estimated Total Firm Unit Price(s) – Option Year 2 (excluding applicable tax)				\$
Combined Estimated Total Firm Price(s) (Sum A + B + C + D + E) (excluding applicable taxes)					\$

Notes:

- i. Unidentified costs will not be allowable under the Contract unless there is a change to the work requirements and addressed by a contract amendment issued by the Contracting Authority;
- ii. Additional payment terms and conditions will not apply to the contract; and
- iii. Customs duties are included and Applicable Taxes are extra.

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ANNEX C

INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance

- 1.1 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.
- 1.2 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 the Parks Canada Agency."
 - 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.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
 - n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

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

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

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2. Marine Liability Insurance

- 2.1 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.
- 2.2 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.
- 2.3 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 Parks Canada Agency
 - b. Waiver of subrogation rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Parks Canada Agency 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,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

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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.

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

<u>Location of Work</u>

<u>General Description of Work to be Completed</u>
--

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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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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: () 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

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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: _____

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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 published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-1](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

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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; number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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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)