



RETURN BIDS TO:

Parks Canada Agency Bid Receiving Unit
 National Contracting Services
 Bid Fax: 1-866-246-6893
 Bid E-mail Address:
soumissionsouest-bidswest@canada.ca

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

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

REQUEST FOR PROPOSAL

Proposal 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
 Calgary, AB

| | |
|---|-----------------------------|
| Title: Sidney Spit Ferry Service – Gulf Islands National Park Reserve, B.C. | |
| Solicitation No.: 5P420-23-0378/A | Date: May 7, 2024 |
| Client Reference No.: N/A | |
| GETS Reference No.: N/A | |

| | |
|--|---------------------------------|
| Solicitation Closes: At: 14:00 On: May 29, 2024 | Time Zone: MDT |
|--|---------------------------------|

| | |
|--|-----------------------------------|
| F.O.B.: Plant: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> | |
| Address Enquiries to: Mandelle Waddell | |
| Telephone No.: 403-585-7724 | Fax No.: 1-866-246-6893 |
| Email Address: mandelle.waddell@pc.gc.ca | |
| Destination of Goods, Services, and Construction: See Herein | |

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: |

Solicitation No.:
5P420-23-0378/A

Amendment No.:
00

Contracting Authority:
Mandelle Waddell

Client Reference No.:
N/A

Title:
Sidney Spit Ferry Service – Gulf Islands National Park Reserve, BC

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 soumissionsouest-bidswest@canada.ca. Bids submitted by email directly to the Contracting Authority or to any email address other than soumissionsouest-bidswest@canada.ca will not be accepted.

The only acceptable facsimile for responses to bid solicitations is 1-866-246-6893.

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.

Set-Aside Under the Procurement Strategy for Indigenous Business

This procurement is set aside under the federal government Procurement Strategy for Indigenous Business (PSIB). In order to be considered, the Bidder must certify that it qualifies as an Indigenous business as defined under PSIB.

Indigenous Participation Plan

The Contractor should ensure provision of specific and agreed upon benefits for Indigenous People and Indigenous Businesses in the Area of the Contract.

This Request for Proposal contains bid criteria in order to provide socioeconomic benefits to Indigenous communities within the area covered by the contract.

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>

Solicitation No.:
5P420-23-0378/A

Amendment No.:
00

Contracting Authority:
Mandelle Waddell

Client Reference No.:
N/A

Title:
Sidney Spit Ferry Service – Gulf Islands National Park Reserve, BC

TABLE OF CONTENTS

| | |
|--|-----------|
| PART 1 – INFORMATION AND INSTRUCTIONS | 5 |
| 1.1. SECURITY REQUIREMENTS | 5 |
| 1.2. STATEMENT OF WORK | 5 |
| 1.3. SET-ASIDE UNDER THE FEDERAL GOVERNMENT PROCUREMENT STRATEGY FOR INDIGENOUS BUSINESS (PSIB) | 5 |
| 1.4. DEBRIEFINGS..... | 5 |
| PART 2 – BIDDER INSTRUCTIONS | 6 |
| 2.1. STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS | 6 |
| 2.2. SUBMISSION OF BIDS | 6 |
| 2.3. ENQUIRIES – BID SOLICITATION | 6 |
| 2.4. APPLICABLE LAWS | 7 |
| 2.5. BID CHALLENGE AND RECOURSE MECHANISMS..... | 7 |
| PART 3 – BID PREPARATION INSTRUCTIONS | 8 |
| 3.1. BID PREPARATION INSTRUCTIONS..... | 8 |
| PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION | 9 |
| 4.1. EVALUATION PROCEDURES | 9 |
| 4.2. BASIS OF SELECTION – HIGHEST COMBINED RATING OF TECHNICAL MERIT (40%), INDIGENOUS PARTICIPATION PLAN (20%) AND PRICE (40%) | 9 |
| PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION | 11 |
| 5.1. CERTIFICATIONS REQUIRED WITH THE BID..... | 11 |
| 5.2. CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION | 11 |
| PART 6 – RESULTING CONTRACT CLAUSES | 13 |
| 6.1. SECURITY REQUIREMENTS | 13 |
| 6.2. STATEMENT OF WORK | 13 |
| 6.3. STANDARD CLAUSES AND CONDITIONS | 13 |
| 6.4. TERM OF CONTRACT | 13 |
| 6.5. AUTHORITIES..... | 14 |
| 6.6. PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS..... | 15 |
| 6.7. PAYMENT | 15 |
| 6.8. INVOICING INSTRUCTIONS..... | 16 |
| 6.9. CERTIFICATIONS AND ADDITIONAL INFORMATION | 16 |
| 6.10. APPLICABLE LAWS | 16 |
| 6.11. PRIORITY OF DOCUMENTS..... | 16 |
| 6.12. SACC MANUAL CLAUSES | 17 |
| 6.13. INSURANCE REQUIREMENTS..... | 17 |
| 6.14. INSPECTION AND ACCEPTANCE..... | 17 |
| 6.15. OPTIONAL GOODS AND/OR SERVICES | 17 |
| ANNEX A | 18 |
| STATEMENT OF WORK | 18 |
| ANNEX B | 27 |
| BASIS OF PAYMENT | 27 |
| ANNEX C | 32 |
| INSURANCE REQUIREMENTS..... | 32 |
| ANNEX D | 33 |

Solicitation No.:
5P420-23-0378/A

Amendment No.:
00

Contracting Authority:
Mandelle Waddell

Client Reference No.:
N/A

Title:
Sidney Spit Ferry Service – Gulf Islands National Park Reserve, BC

| | |
|---|-----------|
| INDIGENOUS PARTICIPATION PLAN COMPLIANCE AND REPORTING..... | 33 |
| ANNEX E | 35 |
| ATTESTATION AND PROOF OF COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY (OHS)..... | 35 |
| ANNEX F TO PART 4 OF THE BID SOLICITATION..... | 37 |
| TECHNICAL EVALUATION..... | 37 |
| ANNEX G TO PART 4 OF THE BID SOLICITATION | 46 |
| INDIGENOUS PARTICIPATION PLAN | 46 |
| ANNEX H TO PART 5 OF THE BID SOLICITATION | 56 |
| SET-ASIDE PROGRAM FOR INDIGENOUS BUSINESS | 56 |
| ANNEX I TO PART 5 OF THE BID SOLICITATION..... | 57 |
| LIST OF NAMES FOR INTEGRITY VERIFICATION FORM | 57 |
| ANNEX J TO PART 5 OF THE BID SOLICITATION..... | 59 |
| FORMER PUBLIC SERVANT | 59 |

Solicitation No.:
5P420-23-0378/A

Amendment No.:
00

Contracting Authority:
Mandelle Waddell

Client Reference No.:
N/A

Title:
Sidney Spit Ferry Service – Gulf Islands National Park Reserve, BC

PART 1 – INFORMATION AND INSTRUCTIONS

1.1. Security Requirements

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

- There are **NO SECURITY REQUIREMENTS** as long as the contractor has no access to protected or classified information or sensitive assets* and is treated as a visitor and **MUST BE escorted at all times** if work must be performed inside operational zones or restricted non-public areas such as PCA compounds or buildings.

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

- 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.

1.2. Statement of Work

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

1.3. Set-aside under the Federal Government Procurement Strategy for Indigenous Business (PSIB)

This procurement is set aside under the federal government Procurement Strategy for Indigenous Business. For more information on Indigenous business requirements of the Set-aside Program for Indigenous Business, see [Annex 9.4](#) of the Supply Manual.

This procurement is set aside from the international trade agreements under the provision each has for measures with respect to Indigenous peoples or for set-asides for small and minority businesses.

Further to Article 800 of the Canadian Free Trade Agreement (CFTA), CFTA does not apply to this procurement.

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.

Solicitation No.:
5P420-23-0378/A

Amendment No.:
00

Contracting Authority:
Mandelle Waddell

Client Reference No.:
N/A

Title:
Sidney Spit Ferry Service – Gulf Islands National Park Reserve, BC

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](#) (2023-06-08), 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.

The only acceptable facsimile for responses to bid solicitations is 1-866-246-6893.

The only acceptable email address for responses to bid solicitations is soumissionsouest-bidswest@canada.ca.

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

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

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

2.3. Enquiries – Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) 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

Solicitation No.:
5P420-23-0378/A

Amendment No.:
00

Contracting Authority:
Mandelle Waddell

Client Reference No.:
N/A

Title:
Sidney Spit Ferry Service – Gulf Islands National Park Reserve, BC

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 British Columbia.

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.

Solicitation No.:
5P420-23-0378/A

Amendment No.:
00

Contracting Authority:
Mandelle Waddell

Client Reference No.:
N/A

Title:
Sidney Spit Ferry Service – Gulf Islands National Park Reserve, BC

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: Indigenous Participation Plan (IPP) Bid
Section III: Financial Bid
Section IV: 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: Indigenous Participation Plan Bid

As part of their IPP bid, Bidders should explain and demonstrate how they propose to incorporate Indigenous Benefits in carrying out the work.

Section III: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment at **Annex B**.

3.1.1. Exchange Rate Fluctuation

SACC Manual clause [C3011T](#) (2013-11-06), Exchange Rate Fluctuation

Section IV: Certifications

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

Solicitation No.:
5P420-23-0378/A

Amendment No.:
00

Contracting Authority:
Mandelle Waddell

Client Reference No.:
N/A

Title:
Sidney Spit Ferry Service – Gulf Islands National Park Reserve, BC

PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1. Evaluation Procedures

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

4.1.1. Technical Evaluation

4.1.1.1. Mandatory Technical Criteria

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

4.1.1.2. Point Rated Technical Criteria

Technical bids will be evaluated against the point rated technical evaluation criteria at **Annex F to Part 4 of the Bid Solicitation**.

4.1.1.3. Indigenous Participation Plan Evaluation

The Indigenous Participation Plan bids will be evaluated against the Indigenous participation evaluation criteria at **Annex G to Part 4 of the Bid Solicitation**.

4.1.1.4. 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

4.2. Basis of Selection – Highest Combined Rating of Technical Merit (40%), Indigenous Participation Plan (20%) and Price (40%)

4.2.1 To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all mandatory criteria;
- (c) obtain the required minimum points specified for each criterion for the technical evaluation; and
- (d) obtain the required minimum of 147.5 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 300 points.

4.2.2 Bids not meeting (a) or (b) or (c) or (d) will be declared non-responsive.

4.2.3 The selection will be based on the highest responsive combined rating of technical merit, Indigenous participation, and price. The ratio will be 40% for the technical merit, 20% for the Indigenous participation, and 40% for the price.

4.2.4 To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 40%.

Solicitation No.:
5P420-23-0378/A

Amendment No.:
00

Contracting Authority:
Mandelle Waddell

Client Reference No.:
N/A

Title:
Sidney Spit Ferry Service – Gulf Islands National Park Reserve, BC

- 4.2.5** To establish the Indigenous participation score, the overall Indigenous participation score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 20%.
- 4.2.6** To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
- 4.2.7** For each responsive bid, the technical merit score, Indigenous participation score, and the pricing score will be added to determine its combined rating.
- 4.2.8** Neither the responsive bid obtaining the highest technical score, the highest Indigenous participation score, nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit, Indigenous participation, and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 40 / 20 / 40 of technical merit, Indigenous participation and price, respectively. The total available points for the technical evaluation equal 135, the total available points for the Indigenous benefits evaluation equal 100, and the lowest evaluated price is \$45,000.

Basis of Selection – Highest Combined Rating Technical Merit (40%), Indigenous Participation (20%) and Price (40%)

| | | Bidder 1 | Bidder 2 | Bidder 3 |
|---|---------------------------------------|-----------------------------|----------------------------|----------------------------|
| Overall Technical Score | | 115/135 | 89/135 | 92/135 |
| Overall Indigenous Participation Score | | 73/100 | 91/100 | 64/100 |
| Bid Evaluated Price | | \$55,000.00 | \$50,000.00 | \$45,000.00 |
| Calculations | Technical Merit Score | $115/135 \times 40 = 34.07$ | $89/135 \times 40 = 26.37$ | $92/135 \times 40 = 27.26$ |
| | Indigenous Participation Score | $73/100 \times 20 = 14.60$ | $91/100 \times 20 = 18.20$ | $64/100 \times 20 = 12.80$ |
| | Pricing Score | $45/55 \times 40 = 32.73$ | $45/50 \times 40 = 36.00$ | $45/45 \times 40 = 40.00$ |
| Combined Rating | | 81.40 | 80.57 | 80.06 |
| Overall Rating | | 1 st | 2 nd | 3 rd |

Solicitation No.:
5P420-23-0378/A

Amendment No.:
00

Contracting Authority:
Mandelle Waddell

Client Reference No.:
N/A

Title:
Sidney Spit Ferry Service – Gulf Islands National Park Reserve, BC

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. Set-aside for Indigenous Business

This procurement is set aside under the federal government Procurement Strategy for Indigenous Business. The Bidder must provide the information requested at **Annex H to Part 5 of the Bid Solicitation** prior to contract award.

5.2.2. Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real 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 I 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.

Solicitation No.:
5P420-23-0378/A

Amendment No.:
00

Contracting Authority:
Mandelle Waddell

Client Reference No.:
N/A

Title:
Sidney Spit Ferry Service – Gulf Islands National Park Reserve, BC

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

Solicitation No.:
5P420-23-0378/A

Amendment No.:
00

Contracting Authority:
Mandelle Waddell

Client Reference No.:
N/A

Title:
Sidney Spit Ferry Service – Gulf Islands National Park Reserve, BC

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.

- There are **NO SECURITY REQUIREMENTS** as long as the contractor has no access to protected or classified information or sensitive assets* and is treated as a visitor and **MUST BE escorted at all times** if work must be performed inside operational zones or restricted non-public areas such as PCA compounds or buildings.

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

- 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** and the Contractor's technical bid entitled Technical Bid and Indigenous Participation Package, dated **** to be inserted at contract award****.

6.3. Standard Clauses and Conditions

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

6.3.1. General Conditions

[2010C](#) (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.

6.3.2. Supplemental General Conditions

6.3.2.1. 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.

6.4. Term of Contract

6.4.1. Period of the Contract

The period of the Contract is from date of Contract to September 30, 2027 inclusive.

Solicitation No.:
5P420-23-0378/A

Amendment No.:
00

Contracting Authority:
Mandelle Waddell

Client Reference No.:
N/A

Title:
Sidney Spit Ferry Service – Gulf Islands National Park Reserve, BC

6.4.2. Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional one (1) year period(s) being October 1, 2027 to September 30, 2028 inclusive under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5. Authorities

6.5.1. Contracting Authority

The Contracting Authority for the Contract is:

Mandelle Waddell
Contracting Officer
Parks Canada Agency
National Contracting Services
Chief Financial Officer Directorate
Calgary, AB

Telephone: 403-585-7724

E-mail address: mandelle.waddell@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.

6.5.2. Project Authority

The Project Authority for the Contract is:

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

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

Solicitation No.:
5P420-23-0378/A

Amendment No.:
00

Contracting Authority:
Mandelle Waddell

Client Reference No.:
N/A

Title:
Sidney Spit Ferry Service – Gulf Islands National Park Reserve, BC

6.5.3. Contractor's Representative

The Contractor's Representative for the Contract is:

*** to be completed by Bidder ***

| | | |
|--|---------------------------------|-------------------------|
| 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: | | |

6.6. Proactive Disclosure of Contracts with Former Public Servants

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

6.7. Payment

6.7.1. Basis of Payment – Firm Unit Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s), as specified in **Annex B** for a cost of **\$\$\$ to be inserted 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.

Solicitation No.:
5P420-23-0378/A

Amendment No.:
00

Contracting Authority:
Mandelle Waddell

Client Reference No.:
N/A

Title:
Sidney Spit Ferry Service – Gulf Islands National Park Reserve, BC

6.7.2. Monthly Payment

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

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

6.8. Invoicing Instructions

6.9.1 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.

6.9.2 Invoices must be distributed as follows:

- a. The invoice must be forwarded electronically to the Project Authority for certification and payment.

6.9. Certifications and Additional Information

6.9.1. Compliance

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

6.9.2. Indigenous Business Certification

SACC Manual [A3000C](#) (2022-05-12), Indigenous Business Certification

6.10. Applicable Laws

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

6.11. Priority of Documents

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

- (a) The Articles of Agreement;
- (b) The general conditions [2010C](#) (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, Indigenous Participation Plan;
- (g) Annex E, Attestation and Proof of Compliance with Occupational Health and Safety (OHS); and

Solicitation No.:
5P420-23-0378/A

Amendment No.:
00

Contracting Authority:
Mandelle Waddell

Client Reference No.:
N/A

Title:
Sidney Spit Ferry Service – Gulf Islands National Park Reserve, BC

(h) The Contractor's bid dated *** to be inserted at contract award ***.

6.12. SACC Manual Clauses

[A9068C](#) (2010-01-11) Government Site Regulations
[B6802C](#) (2007-11-30) Government Property
[A1009C](#) (2008-05-12) Work Site Access
[B9028C](#) (2007-05-25) Access to Facilities and Equipment

6.13. Insurance Requirements

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

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

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

6.14. Inspection and Acceptance

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

6.15. Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at **Section 5.3 of Annex A Statement of Work** of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

ANNEX A

STATEMENT OF WORK

Sidney Spit Ferry Service – Gulf Islands National Park Reserve (GINPR)

1.0 OBJECTIVE

The Contractor will provide foot passenger ferry service between the Town of Sidney and the visitor dock at Sidney Spit in Gulf Islands National Park Reserve. The ferry service will operate between May 15 and Labour Day each year of the contract. The transport of passengers via ferry will be an exclusive right for this location between May 15 and Labour Day for each year of the contract (other operators will only be permitted to transport passengers to Sidney Spit outside of the Contractor's scheduled sailings during this time). Parks Canada is seeking to offer a term contract of 4 years, with the option year of one additional year period. **NOTE:** *For the 2024 season, the service will start at date of contract (estimated July 2024).*

2.0 BACKGROUND

Gulf Islands National Park Reserve was established in 2004 to protect and present the Strait of Georgia lowlands ecoregion. Sidney Spit is one of numerous properties that comprise GINPR, and is located on Sidney Island, approximately 2 km east of the Town of Sidney. Sidney Spit is a popular overnight and day destination for visitors. Facilities include a 29-site reservable campground, a group campsite, trails, a day use/picnic area, overnight dock space, and mooring buoys.

3.0 LOCATION

The area of operation consists of a passenger loading area located in the Town of Sidney with a direct and prescribed route to and from Sidney Spit (Sidney Island) – see Appendix A (Area of Work).

4.0 CONSTRAINTS

- 4.1 The Contractor is required, at its own expense, to provide and maintain dock space within the Town of Sidney for ferry operations, and to obtain a lease for such space with the Town of Sidney.
- 4.2 The Contractor must provide a check in area, space, or booth in the town of Sidney for ferry ticket sales, reception, and to provide information to ferry-goers about the service. Such a space shall be located proximal to the loading area.
- 4.3 Parks Canada will provide and maintain the dock structure at Sidney Spit in Gulf Islands National Park Reserve. This includes ensuring required space on the dock is reserved and unobstructed for ferry operations.

5.0 SCHEDULE AND LEVEL OF SERVICE

For each year of the contract, the Contractor will propose a detailed sailing schedule for service to Sidney Spit as part of its annual operating plan for that year. All proposed schedules must meet the following minimum service standards:

- 5.1 During the peak season (the first day of summer break for public schools and extending through to Labour Day):
 - Provide a minimum of 3 daily scheduled sailings, within the time window of 9:00 to 17:00 Sundays through Thursdays and a minimum of 4 daily scheduled sailing within the approximate window of 9:00 to 19:00 Fridays through Saturdays.
 - Regularly scheduled sailings must be able to transport a minimum of 100 daily passengers to Sidney Spit, Monday through Thursday, and a minimum of 200 daily passengers to Sidney Spit, Friday through Sunday.
- 5.2 During the spring shoulder season (starting May 15 and extending through the last day of public schools being in session):
 - Provide daily weekend service (Saturday and Sunday, as well as the Friday and Monday of the May Long Weekend), within the time window of 9:00 to 17:00.

- Regularly scheduled sailings during this time period must be able to transport a minimum of 160 daily passengers to Sidney Spit on the May Long Weekend, and a minimum of 100 daily passengers on the other weekends during this time period.
 - Provide a minimum of 3 daily scheduled sailings during this time.
 - The Contractor shall be available to offer on-demand service for school or other larger groups from Monday through Thursday, sailing must occur between 7:00 and 19:00 (regularly scheduled sailings not required during these days).
- 5.3 **OPTIONAL SERVICES:** During the fall shoulder season (starting the Tuesday following Labour Day and extending through to September 30) – the following Optional Services may be exercised and will be amended in writing through an amendment to the Contract:
- Provide daily weekend service (Saturday and Sunday), within the window of 10:00 and 17:00.
 - Regularly scheduled sailings must be able to transport a minimum of 50 daily passengers to Sidney Spit.
 - Provide a minimum of 2 daily scheduled sailings during this time.
- 5.4 During the operational season the Contractor must transport visitors back from Sidney Spit when regularly scheduled trips cannot accommodate the number of visitors wanting to disembark the island (i.e., this may require an occasional additional trip).
- 5.5 Any trips outside of the regular schedule needs pre-approval from Parks Canada. In considerations to park visitors staying overnight on the island at mooring buoys and the campground, no ferry trips are permitted outside of 0700hrs and 1900hrs without pre-approval from Parks Canada.

6.0 VESSEL REQUIREMENTS

- 6.1 The Contractor shall supply all vessel(s) and equipment necessary for the ferry service to transport passengers safely and conveniently to and from Sidney Spit.
- 6.2 All vessel(s) proposed by the Contractor must be certified by Transport Canada (TC) as passenger carrying vessels for the area of operation. A copy of the TC vessel certification and manning document must be submitted to Parks Canada with the Contractor's annual operating plan.
- 6.3 All vessel(s) proposed by the Contractor must be in compliance with the *Canada Shipping Act* (2001) and the *Small Commercial Vessel Regulations*, including all specific standards and requirements for passenger carrying vessels within the area of operation.
- 6.4 Vessel(s) to be used in the provision of ferry service operations must be able to transport a minimum of 20 persons per sailing. Ability to transport more at a time is preferred to reduce environmental impact.
- 6.5 Vessel(s) proposed by the Contractor must have fixed seats for all passengers and additional covered space for safe stowage of camping equipment (e.g., backpacks, coolers, tents, propane stoves, water).
- 6.6 The vessel(s) proposed by the Contractor must be fitted with a fixed roof or removable canvas cover that will fully protect passengers and their equipment from weather.
- 6.7 Vessel and equipment maintenance will be performed by the Contractor as required to ensure that they are clean, mechanically sound, and in a state of good repair to ensure operation of the ferry service is not disrupted. All mechanical maintenance must be performed by a licensed marine mechanic.
- 6.8 The Contractor must have the vessel(s) inspected by a marine surveyor on an annual basis and forward the record of the survey to Parks Canada as part of the annual operating plan.
- 6.9 Vessels that sustain minor damage in the course of operation must be mechanically inspected to determine if they can be returned to passenger service. All damage reports and subsequent inspection reports must be submitted to Parks Canada. Any vessel(s) involved in a collision must be reported to Transport Canada and may be subject to re-inspection before the vessel can return to service.
- 6.10 If, during the contract period, the proposed vessel(s) to be used in the provision of ferry service change for any reason, such vessel(s) must be resubmitted for approval to Parks Canada prior to use.

7.0 VESSEL CONDUCT AND OPERATION

- 7.1 At no point during ferry service operations should the speed of the vessel exceed 25 knots, except as may be warranted in the case of emergency.
- 7.2 The Contractor will communicate to Parks Canada, in writing, a designated ferry travel route as part of its annual operating plan. Vessels must adhere to their designated ferry route during all ferry operation sailings, unless a deviation from this route is warranted in the case of emergency.
- 7.3 The Contractor shall respect the fact that Sidney Spit is a designated anchorage and wake from the ferry service must be kept to a minimum. (i.e. a maximum of 7 knots in anchorage/mooring area)
- 7.4 The general appearance of the vessel(s) shall be kept clean, professional, and in good taste, meeting the aesthetic standards generally in effect for this type of service.

8.0 SIGNAGE REQUIREMENTS

- 8.1 The Contractor is responsible for the production and installation of any signs at the Sidney Spit dock required for ferry operations. Such structures or signs must be pre-approved in writing by Parks Canada and installed in locations as designated by Parks Canada.
- 8.2 Parks Canada will work with the Contractor to provide input on required informational/visitor signage at the Town of Sidney dock. All signage must be pre-approved in writing by Parks Canada.
- 8.3 All signs, brochures, and/or posters associated with the contract and to be installed or used within the contract area must be pre-approved in writing by Parks Canada prior to production, use, or advertising.
- 8.4 The Contractor shall supply and ensure ferry passenger signage is maintained and posted at both docking locations (Parks Canada will provide space for such signs at Sidney Spit). At a minimum, signage should address:
 - 8.4.1 Safe loading/unloading procedures
 - 8.4.2 Sailing times
 - 8.4.3 Designated waiting locations
 - 8.4.4 Website address/link for reservation and general information

9.0 CONTRACTOR PERSONNEL REQUIREMENTS AND STANDARD OF CONDUCT

- 9.1 The Contractor is responsible for providing all personnel required to meet the service provisions outlined herein.
 - 9.2 Personnel employed by the Contractor for the purposes of this agreement must meet all training and certification requirements of the *Canada Shipping Act* and associated regulations. The vessels shall, at all times, be piloted by a person who has the necessary skills and knowledge, in accordance with Transport Canada regulations. A copy of all of their certification must be provided as per s. 9.4.
 - 9.3 The names, qualifications, and certifications of personnel to be used by the Contractor for the purposes of this agreement shall be submitted to Parks Canada on an annual basis as part of the Contractor's annual operating plan. Any time during the season if a new staff is hired their certifications need to be submitted to Parks Canada.
 - 9.4 The Contractor's staff must deliver a basic overview of the policies, rules, and regulations for Sidney Spit to visitors on every scheduled sailing, including welcoming these visitors to Gulf Islands National Park Reserve. The required content for this will be provided by Parks Canada.
 - 9.5 The Contractor's staff will endeavor to answer visitor enquiries to the best of their ability. Visitor enquiries that cannot reasonably be answered or addressed by the Contractor shall be referred to Parks Canada.
 - 9.6 Incidents or complaints of a serious nature shall be referred to Parks Canada immediately.
 - 9.7 The Contractor and its employees who are in contact with the public must be fluent in English and behave in a professional and courteous manner at all times. Any enquiries from the public wishing to be served in French shall be referred to a designated Parks Canada contact.
-

10.0 SAFETY AND ACCESSIBILITY PLANS AND PROCEDURES

- 10.1 The Contractor shall have a written safety plan, including emergency procedures for all aspects of ferry operations (docking, loading/unloading, while ferry underway). Such procedures shall be submitted as part of the Contractor's operating plan.
- 10.2 On every sailing, passengers shall be given a safety briefing by the Contractor's personnel before the ferry departs.
- 10.3 The Contractor shall ensure that all anchors, floats, ramps, docks, ladders and other facilities and equipment in the loading area are in a safe and fully functional condition.
- 10.4 The Contractor shall maintain the loading area free of litter, garbage, broken glass, driftwood, and all foreign materials.
- 10.5 Accessibility Plan: The Government of Canada strives to ensure that the goods and services it procures are inclusive by design and accessible by default, in accordance with the Accessible Canada Act (ACA), its associated regulations and standards, and Treasury Board [Contracting Policy](#). The Contractor is encouraged to highlight all the accessibility features and components of their service that will be used to reduce barriers affecting potential passengers in the submission of their Annual Operating Plan (section 16.0). Note: **barrier** means anything — including anything physical, architectural, technological, or attitudinal, anything that is based on information or communications or anything that is the result of a policy or a practice — that hinders the full and equal participation in society of persons with an impairment, including a physical, mental, intellectual, cognitive, learning, communication or sensory impairment or a functional limitation.

11.0 CONTINGENCY PLAN FOR SERVICE PROVISION

- 11.1 The Contractor shall, as part of its annual operating plan, detail their contingency plan for continuation of service in the event that the ferry service is disrupted due to damage to vessels or equipment, accident, collision, Act of God, or other unforeseeable or unavoidable event or circumstance.
- 11.2 In the case of such an event, the Contractor shall:
- 11.2.1 Provide immediate notice to Parks Canada
 - 11.2.2 Post signs at the ferry access and notice on the Contractor's website informing users of the disruption in service.
 - 11.2.3 Arrange for any ferry passengers and passengers on Sidney Spit to be removed from the national park reserve and transported back to the Town of Sidney.
 - 11.2.4 Supply and operate, to the satisfaction of Parks Canada, a substitute vessel for the ferry service in the event of a delay or disruption of the ferry service exceeding 24 hours in duration.
- 11.3 All vessels and personnel used to meet the requirements must be approved by Parks Canada and meet the requirements outlined herein, as per section 6.2 and 9.2.

12.0 FERRY USER FEES

- 12.1 The Contractor must charge a per passenger fee for the ferry service and will be responsible for collecting user fees associated with ferry service. The revenue associated with this fee will be kept by the contractor.
- 12.2 A proposed fee structure must be included as part of the annual operating plan and must be approved in writing by Parks Canada. The initial fee structure must not exceed the following:
- Adults: \$25 return
 - Children 12 and under: \$21 return
 - Seniors 65 and over: \$21 return
- 12.3 Any changes to the fee structure must be pre-approved in writing by Parks Canada. The fee structure must be finalized prior to the operating season as part of the operating plan and may not be changed mid-season. Any proposed changes for consideration shall not exceed 5% of the previous year's fee structure.

Solicitation No.:
5P420-23-0378/A

Amendment No.:
00

Contracting Authority:
Mandelle Waddell

Client Reference No.:
N/A

Title:
Sidney Spit Ferry Service – Gulf Islands National Park Reserve, BC

- 12.4 The Contractor must provide a means for in-person ticket sales as per section 4.2. The Contractor may also offer online, advance, or telephone ticket sales, but this shall not replace the requirement in section 4.2.

13.0 RESERVATION SERVICE

- 13.1 The Contractor as part of its annual operating plan, must propose a reservation service for visitors during the operational season **January** to the labor day long weekend, and may charge passengers a reservation fee for this service. Such a service shall be subject to the following:
- 13.1.1 100% of the sailings will be reservable.
 - 13.1.2 Any changes to the reservable ratio in future years must be pre-approved in writing by Parks Canada.
 - 13.1.3 Any additional user fee associated with a reservation service must be pre-approved in writing by Parks Canada.
 - 13.1.4 The Contractor shall retain revenue associated with such a reservation fee, the revenue is intended to offset ferry operational costs.
 - 13.1.5 Must have a way for on-demand service for schools or other large groups to book sailings outside regular schedules (if providing group sailing service).

14.0 SCHOOL PROGRAMS

- 14.1 The Contractor shall be available to receive bookings by school groups Monday through Friday, May 15 through to the end of the school year, each season, provided that such bookings are made by April 15 of each year. For 2024 school bookings, a timeline will be discussed at time of contract award if timelines allow opportunity.
- 14.2 The Contractor shall advertise (email or fax to each school district) the availability of the ferry for reservation by school groups Monday to Friday May 15 to the end of the school year, each season. The Contractor's advertisement should include contact information, available times for booking, group sizes, fees charged.
- 14.3 A copy of all school or other group bookings must be forwarded to Parks Canada ahead of time to facilitate any permitting requirements for said groups.

15.0 VISITOR USE STATISTICS

- 15.1 The Contractor shall maintain accurate daily records of ridership, broken down by fee category.
- 15.2 These visitor records are to be submitted to Parks Canada within 5 days of the end of each month. Visitor statistics are to be delivered by email to Parks Canada in the form of an Excel spreadsheet.

16.0 ANNUAL OPERATING PLAN

- 16.1 Once awarded the contract, the Contractor shall submit an annual operating plan, containing the details required herein, to Parks Canada no later than February 15 of each year, or 20 days after Contract award for the 2024 operating season.
- 16.2 Such a plan shall also include a summary of the proposed methods of operating the ferry service, including management, supervision and cost controls, as well as an estimate of operational cost, amortized as a cost per sailing, for all scheduled sailings. It must also include an outline on how the revenue associated with ferry fares is used to offset the cost of ferry operations.
- 16.3 The Contractor shall not commence operations at any time during the season until the operating plan has been reviewed and approved, in writing, by Parks Canada.

17.0 MEETINGS AND ORIENTATION

- 17.1 The Contractor will be required to attend scheduled season start up and season wrap up meetings with Parks Canada, one in April or early May, and one in October. Unless other arrangements are made, such meetings shall be held at Parks Canada's office at 2220 Harbour Road in Sidney, BC. If mutually agreed by both parties, the October meeting may be conducted online or on the telephone.

Solicitation No.:
5P420-23-0378/A

Amendment No.:
00

Contracting Authority:
Mandelle Waddell

Client Reference No.:
N/A

Title:
Sidney Spit Ferry Service – Gulf Islands National Park Reserve, BC

- 17.2 The Contractor shall, at its own expense, allow its employees who interact with the public to participate in an annual 2-4 hour orientation session to be organized and provided by Parks Canada. Such an orientation will cover a general knowledge of Gulf Islands National Park Reserve, including its natural, cultural, and recreation values, as well as key regulations and policies for Sidney Spit.

18.0 PROMOTION AND MARKETING

- 18.1 The Contractor is responsible to produce and maintain the ferry service website. The website needs to include schedules, fares, and information/links to access the proposed reservation system. The website shall be pre-approved by Parks Canada and must adhere to the proper naming conventions of “Sidney Spit in Gulf Islands National Park Reserve”.
- 18.2 Promotion and marketing of the ferry service shall be a shared responsibility. Parks Canada will advertise the ferry service in all visitor brochures, promotion materials, and websites associated with Sidney Spit. This will also include a direct link to the ferry service website when visitors make a campground reservation through the Parks Canada Reservation Service.
- 18.3 Other forms of promotion and marketing is at the discretion of the Contractor. Public advertisements shall be pre-approved by Parks Canada and must adhere to the proper naming conventions of “Sidney Spit in Gulf Islands National Park Reserve”.

19.0 COMMUNICATIONS

- 19.1 Prior to the beginning of the season the Contractor shall supply to Parks Canada, in writing, the full name, address, telephone number, and cellular number of the representatives of the Contractor. The Contractor shall cause herself/himself or the said representative to be the available for contact by Parks Canada at all times during operating hours of the ferry service.
- 19.2 The Contractor must also be accessible by telephone and email on a year-round basis and must return calls or emails on a timely basis.
- 19.3 The Contractor will be required to meet with Parks Canada staff in a timely manner to discuss problems, issues, and solutions arising from use of docks, ferry users, park messages, security issues, etc.

20.0 MISCELLANEOUS

- 20.1 The Contractor must not permit any dangerous goods to be transported as part of ferry service operations. Bicycles are not permitted on Sidney Island. Camping equipment and camp stoves are acceptable.
- 20.2 The Contractor will provide, at their own expense transportation to Parks Canada staff while in the performance of their duties (generally 2-3 staff per week, return trip).
- 20.3 The Contractor shall forbid smoking and the consumption of alcoholic beverages on board the ferry at all times.

21.0 SUBMITTALS

The following documents must be submitted to the Project Authority within 20 days of Contract award:

- Transport Canada Inspection Certificate as required for vessel or vessels.
- Proof of Insurance in accordance with Transport Canada’s requirement for ships carrying passengers (note new TC requirement – [Ship Safety Bulletin \[SSB\] No.:13/2018](#)).
- Vessel(s) registration certificate issued by Transport Canada.
- Copy of lease agreement for vessel(s), if vessel is not owned by Contractor.
- Copies of all training and certification requirements in accordance with the Canada Shipping Act and associated regulations for all personnel employed by the Contractor.
- Copy of first aid and CPR certification for crew members identified to perform this duty.
- WorkSafe BC clearance letter (proof of status - active and in good standing).
- A driver’s abstract and criminal record check for all staff who interact with the public.

Solicitation No.:
5P420-23-0378/A

Amendment No.:
00

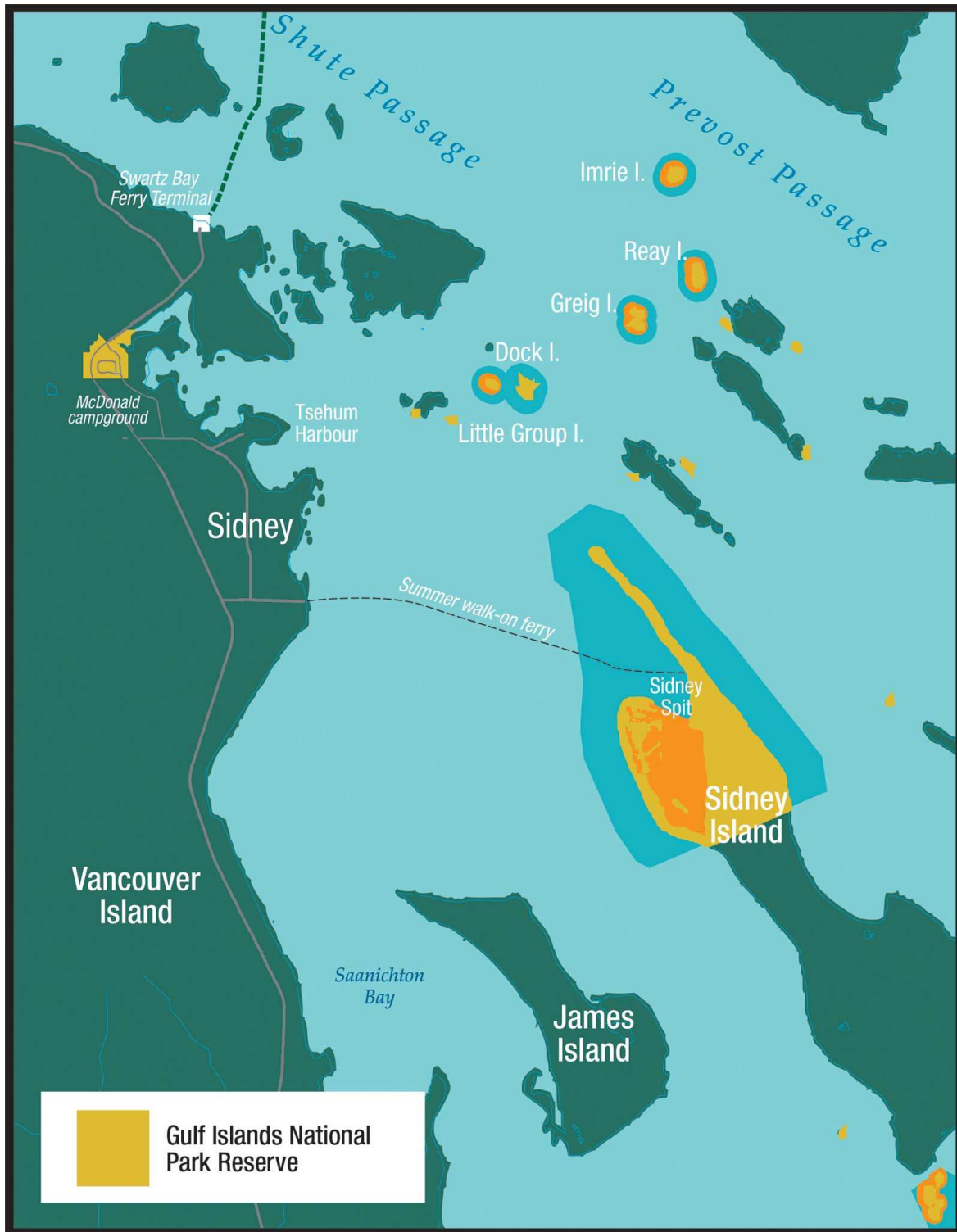
Contracting Authority:
Mandelle Waddell

Client Reference No.:
N/A

Title:
Sidney Spit Ferry Service – Gulf Islands National Park Reserve, BC

- Comprehensive safety plan, including emergency procedures for all aspects of ferry operations (docking, loading/unloading, while ferry underway).
- Proof of agreement for the Sidney-based passenger loading area (such as copy of lease agreement with the Town of Sidney or copy of agreement in place with other lessor located in Sidney).
- Proof of agreement for the Sidney-based passenger check in area, space, or booth (proximal to the loading area).
- Final operational plan, including breakdown of costs, as per Statement of Work.

Appendix A – Area of Work



Solicitation No.:
5P420-23-0378/A

Amendment No.:
00

Contracting Authority:
Mandelle Waddell

Client Reference No.:
N/A

Title:
Sidney Spit Ferry Service – Gulf Islands National Park Reserve, BC

Appendix B – Previous Ferry Use Statistics

| Year | Type of Ticket | # of Round Trip Passengers | | | | |
|------|----------------|----------------------------|------|------|--------|-----------|
| | | May | June | July | August | September |
| 2023 | Adult | 387 | 568 | 2090 | 2092 | 237 |
| | Youth/Senior | | | | | |
| 2022 | Adult | 280 | 543 | 2325 | 2505 | 522 |
| | Youth/Senior | | | | | |
| 2021 | Adult | 365 | 413 | 2509 | 2709 | 503 |
| | Youth | | | | | |
| 2019 | Adult | 165 | 649 | 1261 | 1643 | 238 |
| | Youth/Senior | 62 | 431 | 639 | 937 | 0 |
| 2018 | Adult | 294 | 393 | 1751 | 1574 | 197 |
| | Youth/Senior | 80 | 348 | 899 | 844 | 78 |
| 2017 | Adult | 318 | 463 | 1756 | 1876 | 374 |
| | Youth/Senior | 105 | 210 | 881 | 941 | 157 |
| 2016 | Adult | 205 | 415 | 1127 | 1595 | 164 |
| | Youth/Senior | 90 | 476 | 633 | 757 | 58 |
| 2015 | Adult | 338 | 556 | 1342 | 1365 | 175 |
| | Youth | 138 | 347 | 682 | 639 | 63 |
| 2014 | Adult | 132 | 382 | 1023 | 1409 | 32 |
| | Youth | 29 | 207 | 603 | 804 | 15 |

2023 Fee Structure:

Adult

\$25.00 including tax

Children (12 and under)/Seniors (65 and over)

\$21.00 including tax

Solicitation No.:
5P420-23-0378/A

Amendment No.:
00

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Sidney Spit Ferry Service – Gulf Islands National Park Reserve, BC

ANNEX B

BASIS OF PAYMENT

*** to be completed by Bidder ***

Financial Bid Submission Requirements

- (a) Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.
- (b) Bidder must submit its financial bid in accordance with this Basis of Payment.
- (c) The bid must be submitted in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.
- (d) 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 F through Table I.

1. REQUIRED SERVICES: Firm Unit Price(s) – Ferry Operation Services

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.

Note: The Contractor will keep all ticket sale revenues earned for the duration of the Contract (See Appendix B under Annex A for previous ridership statistics from the 2014-2023 seasons). Due to the competitive nature of the solicitation process, Bidders should consider ticket sales into their prices. Bidders should also consider the potential to grow ridership each year.

| Item No. | Description | Unit of Measurement | Estimated Quantity (EQ) | Firm Unit Price(s) (PU) | Extended Total(s) (EQ x PU) |
|----------|---|---------------------|-------------------------|-------------------------|-----------------------------|
| 1.1 | Firm Monthly Price: Contract Year 1 - For Regular Scheduled Ferry Services Month 1: July 1 to July 31, 2024 Month 2: August 1 to September/Labour Day 2024 inclusive | Per Month | 2 | \$ | \$ |
| A | Combined Estimated Total Firm Price(s) Contract Year 1 (excluding applicable tax) | | | | \$ |
| 1.2 | Firm Monthly Price: Contract Year 2 - For Regular Scheduled Ferry Services Month 1: May 15 to May 31, 2025 Month 2: June 1 to June 30, 2025 Month 3: July 1 to July 31, 2025 Month 4: August 1 to September/Labour Day 2025 inclusive | Per Month | 4 | \$ | \$ |
| B | Combined Estimated Total Firm Price(s) Contract Year 2 (excluding applicable tax) | | | | \$ |

Solicitation No.:
5P420-23-0378/A

Amendment No.:
00

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Title:
Sidney Spit Ferry Service – Gulf Islands National Park Reserve, BC

| Item No. | Description | Unit of Measurement | Estimated Quantity (EQ) | Firm Unit Price(s) (PU) | Extended Total(s) (EQ x PU) |
|----------|---|---------------------|-------------------------|-------------------------|-----------------------------|
| 1.3 | Firm Monthly Price: Contract Year 3 - For Regular Scheduled Ferry Services Month 1: May 15 to May 31, 2026 Month 2: June 1 to June 30, 2026 Month 3: July 1 to July 31, 2026 Month 4: August 1 to September/Labour Day 2026 inclusive | Per Month | 4 | \$ | \$ |
| C | Combined Estimated Total Firm Price(s) Contract Year 3 (excluding applicable tax) | | | | \$ |
| 1.4 | Firm Monthly Price: Contract Year 4 - For Regular Scheduled Ferry Services Month 1: May 15 to May 31, 2027 Month 2: June 1 to June 30, 2027 Month 3: July 1 to July 31, 2027 Month 4: August 1 to September/Labour Day 2027 inclusive | Per Month | 4 | \$ | \$ |
| D | Combined Estimated Total Firm Price(s) Contract Year 4 (excluding applicable tax) | | | | \$ |
| 1.5 | Firm Monthly Price: Option Year 1 - For Regular Scheduled Ferry Services Month 1: May 15 to May 31, 2028 Month 2: June 1 to June 30, 2028 Month 3: July 1 to July 31, 2028 Month 4: August 1 to September/Labour Day 2028 inclusive | Per Month | 4 | \$ | \$ |
| E | Combined Estimated Total Firm Price(s) Option Year 1 (excluding applicable tax) | | | | \$ |
| F | Combined Estimated Total Firm Price(s) For Required Services (Sum A + B + C + D + E) (excluding applicable tax) | | | | |

Solicitation No.:
5P420-23-0378/A

Amendment No.:
00

Contracting Authority:
Mandelle Waddell

Client Reference No.:
N/A

Title:
Sidney Spit Ferry Service – Gulf Islands National Park Reserve, BC

2. REQUIRED SERVICES: Firm Unit Price(s) – Reservation Services

For Required Services as defined in Annex A – Statement of Work item 13.0.

2.1 Firm Price: Reservation Service Initial Implementation Cost (if applicable)

In consideration of the Contractor completing all of its obligations under the Contract, the Contractor will be paid a firm price 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.

| | | |
|---|--|----|
| G | FIRM PRICE (excluding applicable tax) | \$ |
|---|--|----|

2.2 Firm Unit Price(s): Monthly Cost to Operate Reservation 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.

| Item No. | Description | Unit of Measurement | Estimated Quantity (EQ) | Firm Unit Price(s) (PU) | Extended Total(s) (EQ x PU) |
|----------|--|---------------------|-------------------------|-------------------------|-----------------------------|
| 2.2.1 | Firm Monthly Price: Contract Year 1 - For Reservation Service Requirements (July 2024 to Labour Day 2024) | Per Month | 2 | \$ | \$ |
| 2.2.2 | Firm Monthly Price: Contract Year 2 - For Reservation Service Requirements (January 2025 to Labour Day 2025) | Per Month | 8 | \$ | \$ |
| 2.2.3 | Firm Monthly Price: Contract Year 3 - For Reservation Service Requirements (January 2026 to Labour Day 2026) | Per Month | 8 | \$ | \$ |
| 2.2.4 | Firm Monthly Price: Contract Year 4 - For Reservation Service Requirements (January 2027 to Labour Day 2027) | Per Month | 8 | \$ | \$ |
| 2.2.5 | Firm Monthly Price: Option Year 1 - For Reservation Service Requirements (January 2028 to Labour Day 2028) | Per Month | 8 | \$ | \$ |
| H | Combined Estimated Total Firm Price(s) For Required Services (Sum 2.2.1 through 2.2.5, excluding applicable tax) | | | | \$ |

Solicitation No.:
5P420-23-0378/A

Amendment No.:
00

Contracting Authority:
Mandelle Waddell

Client Reference No.:
N/A

Title:
Sidney Spit Ferry Service – Gulf Islands National Park Reserve, BC

3. OPTIONAL SERVICES: Firm Unit Price(s) - Additional September Sailings

For Optional Services as defined in Annex A – Statement of Work item 5.3.

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 Optional Services for September sailings at item 5.3 as described in Annex A - Statement of Work.

| Item No. | Description | Firm Unit Price |
|----------|---|-----------------|
| 3.1 | Firm Price: Contract Year 1 – Optional Services: Regular Scheduled Ferry Services, weekend only during the month of September 2024 | \$ |
| 3.2 | Reservation Service Requirements extension until end of Sept 2024 | \$ |
| 3.3 | Firm Price: Contract Year 2 – Optional Services: Regular Scheduled Ferry Services, weekend only during the month of September 2025 | \$ |
| 3.4 | Reservation Service Requirements extension until end of Sept 2025 | \$ |
| 3.5 | Firm Price: Contract Year 3 - Optional Services: Regular Scheduled Ferry Services, weekend only during the month of September 2026 | \$ |
| 3.6 | Reservation Service Requirements extension until end of Sept 2026 | \$ |
| 3.7 | Firm Price: Contract Year 4 - Optional Services: Regular Scheduled Ferry Services, weekend only during the month of September 2027 | \$ |
| 3.8 | Reservation Service Requirements extension until end of Sept 2027 | \$ |
| 3.9 | Firm Price: Option Year 1 - Optional Services: Regular Scheduled Ferry Services, weekend only during the month of September 2028 | \$ |
| 3.10 | Reservation Service Requirements extension until end of Sept 2028 | \$ |
| I | Combined Estimated Total Firm Price(s) For Optional September Services (Sum 3.1 through 3.10, excluding applicable tax) | \$ |

Solicitation No.:
5P420-23-0378/A

Amendment No.:
00

Contracting Authority:
Mandelle Waddell

Client Reference No.:
N/A

Title:
Sidney Spit Ferry Service – Gulf Islands National Park Reserve, BC

4. Estimated Total Combined Evaluated Bid Price

The total evaluated bid price is the sum of 1. REQUIRED SERVICES: Firm Unit Price(s) – Ferry Operation Services, 2. REQUIRED SERVICES: Firm Unit Price(s) – Reservation Services, and 3. Optional Services: Firm Unit Price(s) - Additional September Sailings.

| | |
|---|-----------|
| ESTIMATED TOTAL COMBINED <u>EVALUATED</u> BID PRICE (F + G + H + I) (excluding applicable tax) | \$ |
|---|-----------|

Notes:

- (a) 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;
- (b) Additional payment terms and conditions will not apply to the contract; and
- (c) Customs duties are included and Applicable Taxes are extra.

Solicitation No.:
5P420-23-0378/A

Amendment No.:
00

Contracting Authority:
Mandelle Waddell

Client Reference No.:
N/A

Title:
Sidney Spit Ferry Service – Gulf Islands National Park Reserve, BC

ANNEX C

INSURANCE REQUIREMENTS

1. Marine Liability Insurance

- 1.1. 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.
- 1.2. 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.
- 1.3. 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.
 - b. Waiver of subrogation rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Parks Canada Agency and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
 - c. Notice of cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - d. Cross liability and separation of insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

ANNEX D

INDIGENOUS PARTICIPATION PLAN COMPLIANCE AND REPORTING

1. REPORTING REQUIREMENTS

1.1 Indigenous Participation Plan Submission

The Contractor's Indigenous Participation Plan (IPP) should provide detail on sub-contracting, skills development, and employment activities. The plan must provide details on how each transaction will be carried out, the proposed objectives and schedule, required resources, any dependencies, and what benefits (employment, skills development, or other) will be provided.

1.2 Indigenous Participation Plan Monthly Report

The Contractor must provide a detailed report on a monthly basis detailing the benefits accomplished to date and a copy of the monthly report is required with each invoice submission. The Contractor must indicate if any objectives were not met, identify why not, explain how the situation will be remedied and within what timeframe.

1.3 Indigenous Participation Plan Final Report

The Contractor must provide a detailed report on the Indigenous Participation accomplished throughout the project. This report must be provided to the Project Authority prior to Final Payment.

2. FINAL CONTRACTOR ACHIEVEMENT REPORTING AND CERTIFICATION

- (a) The successful Contractor must provide a summary of activities undertaken to meet the guarantees made as part of the Indigenous Participation Plan (IPP) portion of their bid. Supporting information (invoices, work logs, payroll receipts, etc.) must be provided by the Contractor prior to final payment.
- (b) The Contractor must indicate if any objectives were not met *and* identify why not.
- (c) Information provided may be subject to verification.
- (d) The IPP Certification and IPP Achievement Reports must be submitted prior to final payment with details how the Contractor met its' IPP guarantee.
- (e) Failure to comply with the request to submit the certification and report may result in the full penalty identified in Part B.

3. INDIGENOUS PARTICIPATION PLAN NON-COMPLIANCE CONDITIONS

- (a) Under the provisions of the Contract, where the Contractor meets the IPP guarantees specified and certified in its bid, the Contractor will be paid the agreed contract price.
- (b) If the Contractor fails to fulfill their guarantee of the IPP, an amount of up to the assessed value of the guarantee may be deducted from the hold back provisions or final payment.
- (c) The amounts deducted will be determined based on the difference between the assessed value of the guarantee and the value of fulfilled portion of the guarantee.

Solicitation No.:
5P420-23-0378/A

Amendment No.:
00

Contracting Authority:
Mandelle Waddell

Client Reference No.:
N/A

Title:
Sidney Spit Ferry Service – Gulf Islands National Park Reserve, BC

- (d) For the purposes of the deduction calculation in situations where a guarantee is a percentage of the Contract Value, the “Contract Value” is calculated as the final contract value including all amendments to the original award amount unless identified as being excluded from the IPP calculation at the time of amendment or amendment negotiation.
- (e) Canada will have the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at any time by Canada to the Contractor, any penalties owing and unpaid under this section.
- (f) Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract.
- (g) Canada reserves the right, at their sole discretion, to reduce or eliminate amounts withheld if it can be clearly demonstrated that significant efforts were made to meet the IPP guarantee and the minimum requirements could not be met due to circumstances out of the Contractor’s control.

Solicitation No.:
5P420-23-0378/A

Amendment No.:
00

Contracting Authority:
Mandelle Waddell

Client Reference No.:
N/A

Title:
Sidney Spit Ferry Service – Gulf Islands National Park Reserve, BC

ANNEX E

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 |
|--|

Solicitation No.:
5P420-23-0378/A

Amendment No.:
00

Contracting Authority:
Mandelle Waddell

Client Reference No.:
N/A

Title:
Sidney Spit Ferry Service – Gulf Islands National Park Reserve, BC

Mark “Yes” where applicable.

| | |
|--|--|
| | A meeting has been held to discuss hazards and access to the work place and all known and foreseeable hazards have been identified to the contractor and/or subcontractor(s) |
| | The contractor and/or its subcontractor(s) will comply with all federal and provincial/territorial legislation and Parks Canada's policies and procedures, regarding occupational health and safety. |
| | The contractor and/or its subcontractor(s) will provide all prescribed safety materials, equipment, devices and clothing. |
| | The contractor and/or its subcontractor(s) will ensure that its employees are familiar with and use all prescribed safety materials, equipment, devices and clothing at all times. |
| | The contractor and/or its subcontractor(s) will ensure that its activities do not endanger the health and safety of Parks Canada employees. |
| | The contractor and/or its subcontractor(s) has inspected the site and has carried out a hazard assessment and has put in place a health and safety plan and informed its employees accordingly, prior to the commencement of the work. |
| | Where a contractor and/or its subcontractor(s) will be storing, handling or using hazardous substances in the work place, it will place warning signs at access points warning persons of the presence of the substances and any precautions to be taken to prevent or reduce any hazard of injury or death. |
| | The contractor and/or its subcontractor(s) will ensure that its employees are instructed in respect of any emergency procedures applicable to the site. |

I, _____ (*contractor*), certify that I have read, understood and attest that my firm, employees and all sub-contractors will comply with the requirements set out in this document and the terms and conditions of the contract.

Name: _____

Signature: _____

Date: _____

Solicitation No.:
5P420-23-0378/A

Amendment No.:
00

Contracting Authority:
Mandelle Waddell

Client Reference No.:
N/A

Title:
Sidney Spit Ferry Service – Gulf Islands National Park Reserve, BC

ANNEX F TO PART 4 OF THE BID SOLICITATION

TECHNICAL EVALUATION

1. Technical Bid Format

The technical bid must address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient.

In order to facilitate the evaluation of the bid, **Canada strongly requests that bidders address and present topics in the order of the evaluation criteria under the same headings.**

To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

The Bidder is advised to pay careful attention to the wording used throughout this Request for Proposal (RFP). Failure to satisfy a term or condition of this RFP may result a bid being deemed non-responsive.

All information required for evaluation purposes must be included directly in the Bidder's technical bid. The evaluation team cannot consider information not provided directly in the technical bid (e.g. links to additional website content, references checks, etc.).

Solicitation No.:
5P420-23-0378/A

Amendment No.:
00

Contracting Authority:
Mandelle Waddell

Client Reference No.:
N/A

Title:
Sidney Spit Ferry Service – Gulf Islands National Park Reserve, BC

2. Mandatory Technical Criteria

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

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.

| Item No. | Evaluation Criteria | Met / Not Met | | Remarks / Notes |
|---|--|------------------------------|----------------------------------|-----------------|
| | | Remarks/Notes | Remarks/Notes | |
| **To Be Completed by Evaluation Team** | | | | |
| 3.1 | The Bidder must have a minimum one (1) year experience operating a vessel passenger service. Bidder must provide dates of operation(s), description of service, area of operation and type of vessel used. | <input type="checkbox"/> Met | <input type="checkbox"/> Not Met | |
| 3.2 | The Bidder must submit the detailed description of the proposed vessel(s), including age of vessel, LOA (length over all), and tonnage. The Bidder must provide at least three (3) photos of each vessel(s) (bow, stern and side views) in their proposal. If the Bidder is proposing a covered vessel which includes a removable cover, the Bidder must submit an additional photo of vessel with cover in place. | <input type="checkbox"/> Met | <input type="checkbox"/> Not Met | |
| 3.3 | The Bidder must outline their proposed approach on how the Bidder will meet the objectives and deliverables described in Annex A Statement of Work. The Bidder's proposal must include, but is not limited to: 1. Proposed operational plan must include the reservation service, and the proposed area of service delivery (operation location including passenger loading area and ticket sale area), within the Town of Sidney. 2. Proposed ferry schedule must show how the Bidder will address requirements outlined in Annex A Statement of Work (5.0). 3. Contingency plan - information on contingency plan and type of replacement vessel in the event that the primary vessel is out of service or broken down and unable to operate. | <input type="checkbox"/> Met | <input type="checkbox"/> Not Met | |

Bids that do not demonstrate and meet all of the mandatory technical criteria will be given no further evaluation.

Solicitation No.:
5P420-23-0378/A

Amendment No.:
00

Contracting Authority:
Mandelle Waddell

Client Reference No.:
N/A

Title:
Sidney Spit Ferry Service – Gulf Islands National Park Reserve, BC

3. Point Rated Technical Criteria

Technical bids will be evaluated against the point rated technical criteria below.

For a bid to be declared responsive to the solicitation requirements it must meet or exceed the total minimum weighted points required for the point rated technical criteria. Bids that do not meet or exceed the minimum weighted points required for the point rated technical criteria will be given no further evaluation.

Each point rated technical evaluation criterion has a weight that reflects its importance in the proposal submission. Unless points are indicated otherwise, the degree to which the proposal satisfies the requirement of each criterion will be assessed and a score will be assigned ranging from 0 to 10 as outlined under **4. Generic Evaluation Criteria**, with 0 meaning the proposal completely fails to satisfy the requirements, and 10 meaning the proposal fully meets the outlined criterion. This score will then be multiplied by the weight indicated for that point rated evaluation criterion.

Note: *PCA will only evaluate **one Operational Plan**, not multiple operational plans based on different combinations of vessels. If multiple operational plans are submitted, the evaluation team will only evaluate the first plan in order of appearance in the Bidder's Proposal. Any additional plans provided will not be evaluated.*

Solicitation No.:
5P420-23-0378/A

Amendment No.:
00

Contracting Authority:
Mandelle Waddell

Client Reference No.:
N/A

Title:
Sidney Spit Ferry Service – Gulf Islands National Park Reserve, BC

| Item No. | Evaluation Criteria | Maximum Weighted Points | | | | | | | | | | | | | |
|---|--|----------------------------|---|--|-----------------------------|---------|--|------------------------------|--|--|--------------------|----------|--|------------|--|
| A. | Qualifications and Experience | 100 | | | | | | | | | | | | | |
| A.1 | <p>The Bidder must provide information related to experience operating a vessel passenger service. The Bidder must provide a minimum of a one (1) paragraph response and should limit to a maximum of up to two (2) page description for each of the items below. Note: If multiple vessels or operational areas are submitted, the one with the highest point score will be counted. If multiple operators are submitted, the main operator will be assessed.</p> <ol style="list-style-type: none"> 1. Number of years 2. Area of operation 3. Vessel type | | | | | | | | | | | | | | |
| Item No. | Evaluation Criteria | Weight | Points Awarded <small>**To Be Completed by Evaluation Team**</small> | | | | | | | | | | | | |
| A.1.1 | <p>Number of years (Experience): Bidder must submit the collective experience operating a passenger vessel (All employed operators or main operator's experience) including details of employer, or indicate if self-employed, and dates of experience. Note: dates must indicate months and years – e.g. Nov 2017 to Oct 2019.</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">1 year – less than 2 years</td> <td style="width: 20%; text-align: right;">(3 pts)</td> <td style="width: 20%;"></td> </tr> <tr> <td>2 years – less than 5 years</td> <td style="text-align: right;">(7 pts)</td> <td></td> </tr> <tr> <td>5 years – less than 10 years</td> <td style="text-align: right;">(9 pts)</td> <td></td> </tr> <tr> <td>10 years and above</td> <td style="text-align: right;">(10 pts)</td> <td></td> </tr> </table> | 1 year – less than 2 years | (3 pts) | | 2 years – less than 5 years | (7 pts) | | 5 years – less than 10 years | (9 pts) | | 10 years and above | (10 pts) | | 5.0 | /10 x 5.0 = /50 |
| 1 year – less than 2 years | (3 pts) | | | | | | | | | | | | | | |
| 2 years – less than 5 years | (7 pts) | | | | | | | | | | | | | | |
| 5 years – less than 10 years | (9 pts) | | | | | | | | | | | | | | |
| 10 years and above | (10 pts) | | | | | | | | | | | | | | |
| A.1.1 <small>**To Be Completed by Evaluation Team**</small> | Reference(s): | | | | | | | | | | | | | | |
| | Strengths: | | | | | | | | | | | | | | |
| | Weaknesses: | | | | | | | | | | | | | | |
| A.1.2 | <p>Area of operation (Experience): include detailed description of location(s) of operation and type of operation.</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Salt water (coastal)</td> <td style="width: 20%; text-align: right;">(10 pts)</td> <td style="width: 20%;"></td> </tr> <tr> <td>Lakes and rivers</td> <td style="text-align: right;">(7 pts)</td> <td></td> </tr> </table> | Salt water (coastal) | (10 pts) | | Lakes and rivers | (7 pts) | | 2.5 | /10 x 2.5 = /25 | | | | | | |
| Salt water (coastal) | (10 pts) | | | | | | | | | | | | | | |
| Lakes and rivers | (7 pts) | | | | | | | | | | | | | | |
| A.1.2 <small>**To Be Completed by Evaluation Team**</small> | Reference(s): | | | | | | | | | | | | | | |
| | Strengths: | | | | | | | | | | | | | | |
| | Weaknesses: | | | | | | | | | | | | | | |

Solicitation No.:
5P420-23-0378/A

Amendment No.:
00

Contracting Authority:
Mandelle Waddell

Client Reference No.:
N/A

Title:
Sidney Spit Ferry Service – Gulf Islands National Park Reserve, BC

| Item No. | Evaluation Criteria | Weight | Points Awarded <small>**To Be Completed by Evaluation Team**</small> |
|---|--|------------|---|
| A.1.3 | Vessel Size (Experience): Indicate experience operating vessel(s) of the sizes listed below. | 2.5 | /10 X 2.5 = /25 |
| | Less than 17' (0 pts) | | |
| | 17' – less than 20' (6 pts) | | |
| | 20' – less than 24' (8 pts) | | |
| Over 24' (10 pts) | | | |
| A.1.3 <small>**To Be Completed by Evaluation Team**</small> | Reference(s): | | |
| | Strengths: | | |
| | Weaknesses: | | |
| Total Points Score Criteria A <small>**To Be Completed by Evaluation Team**</small> | | | /100 |
| Minimum Points Required for Criteria A | | | 47.5 |

Bids that do not obtain the required minimum of 47.5 points for Criteria A will be given no further evaluation.

| B. | Vessel Information: proposed vessel(s) for ferry service | 100 | |
|---|---|------------|---|
| B.1 | The Bidder must provide information related to the vessel(s) proposed in their operational plan for the ferry passenger service. The Bidder should provide a minimum of a two (2) paragraph description for each item outlined below. Note: If the Bidder is submitting multiple vessels to cover the ferry service requirements, the highest capacity vessel will be evaluated for marks in this section. 1. Passenger Capacity 2. Vessel Type 3. Vessel Age | | |
| Item No. | Evaluation Criteria | Weight | Points Awarded <small>**To Be Completed by Evaluation Team**</small> |
| B.1.1 | Proposed Vessel Passenger Capacity: | 5.0 | /10 X 5.0 = /50 |
| | 20 – 29 passengers (6 pts) | | |
| | 30 – 39 passengers (8 pts) | | |
| | 40+ passengers (10 pts) | | |
| B.1.1 <small>**To Be Completed by Evaluation Team**</small> | Reference(s): | | |
| | Strengths: | | |
| | Weaknesses: | | |

Solicitation No.:
5P420-23-0378/A

Amendment No.:
00

Contracting Authority:
Mandelle Waddell

Client Reference No.:
N/A

Title:
Sidney Spit Ferry Service – Gulf Islands National Park Reserve, BC

| Item No. | Evaluation Criteria | Weight | Points Awarded **To Be Completed by Evaluation Team** |
|--|---|--------|--|
| B.1.2 | <u>Proposed Vessel Type:</u> Cabin vessel (10 pts) Open vessel with fixed cover (8 pts) Open vessel with removable cover (6 pts) | 3.0 | /10 X 3.0 = /30 |
| B.1.2 **To Be Completed by Evaluation Team** | Reference(s): Strengths: Weaknesses: | | |
| B.1.3 | <u>Proposed Vessel Age:</u> 0 – less than 20 years (10 pts) 20 – less than 40 years (6 pts) Older than 40 years (2 pts) | 2.0 | /10 X 2.0 = /20 |
| B.1.3 **To Be Completed by Evaluation Team** | Reference(s): Strengths: Weaknesses: | | |
| Total Points Score Criteria B **To Be Completed by Evaluation Team** | | | /100 |
| Minimum Points Required for Criteria B | | | 40 |

Bids that do not obtain the required minimum of 40 points for Criteria B will be given no further evaluation.

Solicitation No.:
5P420-23-0378/A

Amendment No.:
00

Contracting Authority:
Mandelle Waddell

Client Reference No.:
N/A

Title:
Sidney Spit Ferry Service – Gulf Islands National Park Reserve, BC

| | | | |
|---|---|---------------|--|
| C. | Proposed Approach, Contingency and Promotional Plans, Proposed Ferry Schedule and other Additional Benefits | | 100 |
| C.1 | <p>The Bidder must outline their proposed approach on how the Bidder will meet the objectives and deliverables described in Annex A Statement of Work. The proposed plans and approaches will be evaluated based on the extent to which they are detailed, well thought out, effective, and meet all the requirements of the RFP.</p> <p>The Bidder should provide a maximum of a one (1) page description for each item outlined below.</p> <ul style="list-style-type: none"> - Proposed operational plan must include the proposed area of service delivery (operation location including passenger loading area and ticket sale area), within the Town of Sidney. - Proposed ferry schedule must show how the Bidder will address requirements outlined in Annex A Statement of Work. - Proposed contingency plan in the event that the primary vessel is out of service or broken down and unable to operate. The plan must include information on type of replacement vessel. - Promotion and Advertising – information on how the Bidder will propose to advertise and promote the service and help increase ridership. - Reservation Service –information on the proposed client reservation service for the ferry passenger service and mechanism used. | | |
| Item No. | Evaluation Criteria | Weight | Points Awarded <i>**To Be Completed by Evaluation Team**</i> |
| C.1.1 | <p>Proposed operational plan must include the proposed area of service delivery (operation location including passenger loading area and ticket sale area), within the Town of Sidney.</p> <ul style="list-style-type: none"> - Include a summary of the proposed methods of operating a ferry service. - Include management and supervision and cost controls | 2.0 | <p>/10 X 2.0 = /20</p> |
| C.1.1 <i>**To Be Completed by Evaluation Team**</i> | <p>Reference(s):</p> <hr/> <p>Strengths:</p> <hr/> <p>Weaknesses:</p> | | |
| C.1.2 | <p>Proposed ferry schedule must show how the Bidder will address requirements outlined in Annex A Statement of Work.</p> <ul style="list-style-type: none"> - Include the proposed schedules for daily and weekend requirements, both in peak and shoulder seasons as per Statement of Work. | 2.0 | <p>/10 X 2.0 = /20</p> |
| C.1.2 <i>**To Be Completed by Evaluation Team**</i> | <p>Reference(s):</p> <hr/> <p>Strengths:</p> <hr/> <p>Weaknesses:</p> | | |

Solicitation No.:
5P420-23-0378/A

Amendment No.:
00

Contracting Authority:
Mandelle Waddell

Client Reference No.:
N/A

Title:
Sidney Spit Ferry Service – Gulf Islands National Park Reserve, BC

| | | | |
|---|---|------------|-------------------------------------|
| C.1.3. | Contingency Plan - information on contingency plan and type of replacement vessel in the event that the primary vessel is out of service or broken down and unable to operate. - Provide information on alternate vessel availability and plan as well as alternate vessel type. - Provide expected minimum turnaround time and details related to potential impacts to service delivery. | 2.0 | /10 X 2.0 = /20 |
| C.1.3 **To Be Completed by Evaluation Team** | Reference(s): | | |
| | Strengths: | | |
| | Weaknesses: | | |
| C.1.4. | Promotion and Advertising – information on how the Bidder will propose to advertise and promote the service and help increase ridership. - Include promotions strategies for optimizing ticket sales and for drawing clients to Sidney Spit. | 2.0 | /10 X 2.0 = /20 |
| C.1.4. **To Be Completed by Evaluation Team** | Reference(s): | | |
| | Strengths: | | |
| | Weaknesses: | | |
| C.1.5. | Reservation Service –information related to capacity to provide a client reservation service for the ferry passenger service. - Provide information on ability to provide service and proposed mechanisms (by phone, online). - Include information on proposed service fees. | 2.0 | /10 X 2.0 = /20 |
| C.1.5. **To Be Completed by Evaluation Team** | Reference(s): | | |
| | Strengths: | | |
| | Weaknesses: | | |
| Total Points Score Criteria C **To Be Completed by Evaluation Team** | | | /100 |
| Minimum Points Required for Criteria C | | | 60 |

Bids that do not obtain the required minimum of 60 points for Criteria C will be given no further evaluation.

| | |
|--------------------------------------|--------------|
| Total Points Available | 300 |
| Minimum Total Points Required | 147.5 |

Bids that do not obtain the required minimum of 147.5 points overall for the point rated technical criteria will be given no further evaluation.

4. Generic Evaluation Criteria

Parks Canada Agency (PCA) Evaluation Board members will individually evaluate the strengths and weaknesses of the Proponent's response to the evaluation criteria and will rate each criterion using the generic evaluation table below. The PCA Evaluation Board may award an odd number for evaluation criterion once consensus has been reached.

| Non Responsive | Inadequate | Weak | Adequate | Fully Satisfactory | Strong |
|---|---|---|--|---|---|
| 0 Point | 2 Points | 4 Points | 6 Points | 8 Points | 10 Points |
| Did not submit information which could be evaluated | Lacks complete or almost complete understanding of the requirements | Some understanding of the requirements but lacks adequate understanding in some areas of the requirements | Demonstrates a good understanding of the requirements | Demonstrates a very good understanding of the requirements | Demonstrates an excellent understanding of the requirements |
| | Weaknesses cannot be corrected | Generally doubtful that weaknesses can be corrected | Weaknesses can be corrected | No significant weaknesses | No apparent weaknesses |
| | Proponent does not possess qualifications and experience | Proponent lacks qualifications and experience | Proponent has an acceptable level of qualifications and experience | Proponent is qualified and experienced | Proponent is highly qualified and experienced |
| | Team proposed is not likely able to meet requirements | Team does not cover all components or overall experience is weak | Team covers most components and will likely meet requirements | Team covers all components - some members have worked successfully together | Strong team – has worked successfully together on comparable projects |
| | Sample projects not related to this requirement | Sample projects generally not related to this requirement | Sample projects generally related to this requirement | Sample projects directly related to this requirement | Leads in sample projects directly related to this requirement |
| | Extremely poor, insufficient to meet performance requirements | Little capability to meet performance requirements | Acceptable capability, should ensure adequate results | Satisfactory capability, should ensure effective results | Superior capability, should ensure very effective results |

Solicitation No.:
5P420-23-0378/A

Amendment No.:
00

Contracting Authority:
Mandelle Waddell

Client Reference No.:
N/A

Title:
Sidney Spit Ferry Service – Gulf Islands National Park Reserve, BC

ANNEX G TO PART 4 OF THE BID SOLICITATION

INDIGENOUS PARTICIPATION PLAN

PART A INFORMATION

1. Preamble

As a requirement of this contract, the Contractor should ensure provision of specific and agreed upon participation with Indigenous People and Indigenous Firms in the Area of the Contract.

The Area of Contract is recognized as part of the ancestral lands of the Coast Salish First Nations. First Nations have strong and continuous ties with the park reserve area – it is a place of great cultural and spiritual significance. Gulf Islands National Park Reserve is part of the traditional territory of the Coast Salish First Nations, of which 19 Nation communities have interest in the area – these include: Cowichan Tribes, Esquimalt Nation, Halaht First Nation, Lake Cowichan First Nation, Lyackson First Nation, Malahat First Nation, Pauquachin First Nation, Penelakut Tribe, Scia'new (Beecher Bay) First Nation, Semiahmoo First Nation, Snaw-Naw-As First Nation, Snuneymuxw First Nation, Songhees Nation, Stz'uminus (Chemainus) First Nation, Tsartlip First Nation, Tsawout First Nation, Tsawwassen First Nation, Tseycum First Nation, T'Sou-ke First Nation.

2. Indigenous Participation Plan

The Contractor should submit the Indigenous Participation Plan for Canada's approval with their tender package as outlined in the additional document attachments.

2.1 Requirements for Bidders

In order to receive points for any IPP provided, the Bidder's proposal must include a clear description of the minimum amount of Indigenous Participation guaranteed during the period of the project and must describe how the Bidder will address the contractual requirements of this procurement for the inclusion of Indigenous labour, Indigenous training and the sub-contracting of Indigenous Firms in the Area of the Contract.

Sufficient detail must be included in the Indigenous Participation Plan to allow Canada to assess the value and quality of the proposed Indigenous Participation as well as the probability of the Bidder meeting each of the outlined objectives.

Solicitation No.:
5P420-23-0378/A

Amendment No.:
00

Contracting Authority:
Mandelle Waddell

Client Reference No.:
N/A

Title:
Sidney Spit Ferry Service – Gulf Islands National Park Reserve, BC

PART B EVALUATION CRITERIA

1. Evaluation & Assessment of Indigenous Participation Plan

A total of up to **100 points** will be awarded for the inclusion of an Indigenous Participation Plan (IPP). This will be worth **20%** of the total bid evaluation.

For a bid to be assigned points for guarantees made in respect of any IPP bid criteria, the Bidder must provide proof with their bid to demonstrate how they will meet the objective of each criterion.

The IPP submission should include the tables provided in each of the IPP Bid Criterion sections below. Any breakdowns or tables provided by the bidder should provide the necessary information requested. For all four (4) evaluation criteria, the IPP should include a written component that will describe the bidder's intent and approach which will present information that is not otherwise apparent in the table.

Proof of efforts and/or guarantees made by Bidders should include, but not be limited to, the names of persons or companies contacted and the nature of the undertakings at the time of the submission as applicable. Bidders must ensure their IPP documentation demonstrates sufficient evidence to assess the compliance of their bid against the criteria listed herein. It is the Bidders' responsibility to provide sufficient information in its bid to enable the Evaluation Committee to complete its evaluation. Bidders must include all reference material to be considered. Only material and/or documents submitted as part of the bid proposal will be considered. URL links to website will not be considered.

Bidders will be held to guarantees / certifications made under their Plan, regardless of the points achieved under the evaluation of the IPP bid criteria.

Canada reserves the right to verify any information provided in the IPP guarantee and that untrue statements may result in the tender being declared non-responsive.

Note: Bidders are requested to submit their IPP as a separate section apart from their technical portion to allow for ease of evaluation.

Solicitation No.:
5P420-23-0378/A

Amendment No.:
00

Contracting Authority:
Mandelle Waddell

Client Reference No.:
N/A

Title:
Sidney Spit Ferry Service – Gulf Islands National Park Reserve, BC

2. Evaluation Criteria

| BID CRITERIA <i>Canada reserves the right to confirm validity of all declarations / guarantees.</i> | TOTAL AVAIL. POINTS | | | | | | | | | | | | | | | | | | | | |
|--|---|--|--|----------|--|--------|--------|--------|--|--------|--------|-------|---|--------|--------|--------|-----------------------|---|--|--|----------------------|
| <p>2.1 HUMAN RESOURCES PLAN:</p> <p>Bidders will be evaluated on their firm guarantee to use Indigenous people from the area of the contract in carrying out the work. The percentages identified below relate specifically to on-site labour hours regardless of whether they are Prime Contractor staff and/or Sub-contractor staff</p> <p>Bidders are not to include hours worked by an Indigenous owned sub-contractor within the Human Resources Plan section. Bidders will receive points for this in 2) Indigenous Business Plan.</p> <p>Required information for this category includes position, hours and approximate rate of pay to calculate a resultant value for Indigenous employment.</p> <p>Bidders that commit to supplying Indigenous workers enrolled in an apprenticeship or skills development program will earn a multiplier of 1.5 when evaluated in this category. To qualify for the 1.5 multiplier, the labour hours on this project must be logged and accepted by a third party authority and contribute toward the individual's pursuit of a recognized certification.</p> <p>Points for Human Resources Plan will be based on value and each responsive bid will be prorated against the bidder with the most points for the Human Resources Plan.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th>Bidder 1</th> <th>Bidder 2</th> <th>Bidder 3</th> </tr> </thead> <tbody> <tr> <td>Proposed Indigenous Position #1 Value (\$) = Hours x Rate x Applicable Multiplier(s)</td> <td style="text-align: center;">\$1500</td> <td style="text-align: center;">\$1000</td> <td style="text-align: center;">\$1500</td> </tr> <tr> <td>Proposed Indigenous Position #2 Value (\$) = Hours x Rate x Applicable Multiplier(s)</td> <td style="text-align: center;">\$2500</td> <td style="text-align: center;">\$2000</td> <td style="text-align: center;">\$500</td> </tr> <tr> <td>Total Guaranteed Indigenous Labour Value</td> <td style="text-align: center;">\$4000</td> <td style="text-align: center;">\$3000</td> <td style="text-align: center;">\$2000</td> </tr> <tr> <td>Calculation of points</td> <td style="text-align: center;">\$4000/\$4000 = 100% of total points available</td> <td style="text-align: center;">\$3000/\$4000 = 75% of total points available</td> <td style="text-align: center;">\$2000/\$4000 = 50% of total points available</td> </tr> </tbody> </table> <p><i>If only one Bidder makes a commitment with respect to guaranteed Indigenous Employment, points will be assigned, at Canada's discretion, based on the assessed socio-economic benefit to the region of the contract.</i></p> | | Bidder 1 | Bidder 2 | Bidder 3 | Proposed Indigenous Position #1 Value (\$) = Hours x Rate x Applicable Multiplier(s) | \$1500 | \$1000 | \$1500 | Proposed Indigenous Position #2 Value (\$) = Hours x Rate x Applicable Multiplier(s) | \$2500 | \$2000 | \$500 | Total Guaranteed Indigenous Labour Value | \$4000 | \$3000 | \$2000 | Calculation of points | \$4000/\$4000 = 100% of total points available | \$3000/\$4000 = 75% of total points available | \$2000/\$4000 = 50% of total points available | <p>30 Points</p> |
| | Bidder 1 | Bidder 2 | Bidder 3 | | | | | | | | | | | | | | | | | | |
| Proposed Indigenous Position #1 Value (\$) = Hours x Rate x Applicable Multiplier(s) | \$1500 | \$1000 | \$1500 | | | | | | | | | | | | | | | | | | |
| Proposed Indigenous Position #2 Value (\$) = Hours x Rate x Applicable Multiplier(s) | \$2500 | \$2000 | \$500 | | | | | | | | | | | | | | | | | | |
| Total Guaranteed Indigenous Labour Value | \$4000 | \$3000 | \$2000 | | | | | | | | | | | | | | | | | | |
| Calculation of points | \$4000/\$4000 = 100% of total points available | \$3000/\$4000 = 75% of total points available | \$2000/\$4000 = 50% of total points available | | | | | | | | | | | | | | | | | | |

Solicitation No.:
5P420-23-0378/A

Amendment No.:
00

Contracting Authority:
Mandelle Waddell

Client Reference No.:
N/A

Title:
Sidney Spit Ferry Service – Gulf Islands National Park Reserve, BC

BID CRITERIA

Canada reserves the right to confirm validity of all declarations / guarantees.

**TOTAL AVAIL.
POINTS**

2.2 INDIGENOUS BUSINESS PLAN:

Bidders will be evaluated on their firm guarantee to use Indigenous sub-contractors for services or the procurement of supplies and equipment from the local Indigenous Communities as defined in the Area of Contract.

If the Prime Contractor is an Indigenous owned business, all supplier and subcontracting costs qualify as Indigenous subcontracting/supplier costs.

Points awarded should be supported by a list of specific sub-contractors or suppliers that may or will be used by the Contractor and will be confirmed during activities based on supporting documentation provided by the Contractor. Required information for this category includes subcontractor/supplier business name, scope of subcontract or supply contract, and approximate value work.

The subcontractors/suppliers identified in this section must be confirmed as Indigenous businesses. Verification of Indigenous businesses may be made through:

- Indigenous and Northern Affairs Canada (INAC) Indigenous Business Directory. <https://www.sac-isc.gc.ca/rea-ibd>
- In accordance with the Supply Manual Chapter 9.35.60 Business Directories / Lists.
- The Inuit Firm Registry Database <http://inuitfirm.tunngavik.com/>
- A list provided by the local First Nations, if applicable

30
Points

Points for Indigenous Business Plan will be based on value and each responsive bid will be prorated against the bidder with the most points for Indigenous Business Plan.

| | Bidder 1 | Bidder 2 | Bidder 3 |
|--|--|---|---|
| Proposed Indigenous Contract #1 Value (\$) = Contract Value (\$) x Applicable Multiplier | \$2000 | \$1000 | \$1500 |
| Proposed Indigenous Contract #2 Value (\$) = Contract Value (\$) x Applicable Multiplier | \$3000 | \$2000 | \$500 |
| Total Guaranteed Indigenous Contractors Value (\$) | \$5000 | \$3000 | \$2000 |
| Calculation of points | \$5000/\$5000 = 100% of total points available | \$3000/\$5000 = 60% of total points available | \$2000/\$5000 = 40% of total points available |

If only one Bidder makes a commitment with respect to guaranteed Indigenous Employment, points will be assigned, at Canada's discretion, based on the assessed socio-economic benefit to the region of the Contract.

Solicitation No.:
5P420-23-0378/A

Amendment No.:
00

Contracting Authority:
Mandelle Waddell

Client Reference No.:
N/A

Title:
Sidney Spit Ferry Service – Gulf Islands National Park Reserve, BC

| BID CRITERIA | TOTAL AVAIL. POINTS | | | | | | | | | | | | | | | | | | | | |
|--|--|---|---|----------|---|--------|--------|--------|---|--------|--------|-------|---|--------|--------|--------|-----------------------|--|---|---|--------------|
| <i>Canada reserves the right to confirm validity of all declarations / guarantees.</i> | | | | | | | | | | | | | | | | | | | | | |
| <p>2.3 SKILLS DEVELOPMENT PLAN (TRAINING):</p> <p>Bidders will be evaluated on their guarantee to provide Indigenous individuals belonging to the local contract area with training courses recognized through a third party certification process.</p> <p>Required information for this category includes a list of course name, institute providing the course, certification that will be achieved, cost of the course, and # of individuals who will attend the course. The total guaranteed Indigenous training will be evaluated as a monetary value (\$).</p> <p>“Training” is considered delivered when the receiving individuals are registered and acquiring certifiable work skills. This is typically achieved through an independent third party certification process.</p> <p>Training hours committed must be supported by a list of specific training that will be provided, value of training, number of hours committed and the applicable resulting certification achieved.</p> <p><u>Health and Safety Training Hours must be accredited through a third party certification process in order to count.</u></p> <p>Points for Skills Development Plan will be based on value and each responsive bid will be prorated against the bidder with the most points for Skills Development Plan.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th style="text-align: center;">Bidder 1</th> <th style="text-align: center;">Bidder 2</th> <th style="text-align: center;">Bidder 3</th> </tr> </thead> <tbody> <tr> <td>Proposed Training for Indigenous Individual #1 Value (\$) = Training Value x Applicable Multiplier(s)</td> <td style="text-align: center;">\$1500</td> <td style="text-align: center;">\$1000</td> <td style="text-align: center;">\$1500</td> </tr> <tr> <td>Proposed Training for Indigenous Individual #2 Value (\$) = Training Value x Applicable Multiplier(s)</td> <td style="text-align: center;">\$2500</td> <td style="text-align: center;">\$2000</td> <td style="text-align: center;">\$500</td> </tr> <tr> <td>Total Guaranteed Indigenous Training Value (\$)</td> <td style="text-align: center;">\$4000</td> <td style="text-align: center;">\$3000</td> <td style="text-align: center;">\$2000</td> </tr> <tr> <td>Calculation of points</td> <td style="text-align: center;">\$4000/\$4000 = 100% of total points available</td> <td style="text-align: center;">\$3000/\$4000 = 75% of total points available</td> <td style="text-align: center;">\$2000/\$4000 = 50% of total points available</td> </tr> </tbody> </table> <p><i>If only one bidder makes a commitment with respect to delivery of a Skills Development Plan points will be assigned, at Canada’s discretion, based on the assessed socio-economic benefit to the Area of the Contract.</i></p> | | Bidder 1 | Bidder 2 | Bidder 3 | Proposed Training for Indigenous Individual #1 Value (\$) = Training Value x Applicable Multiplier(s) | \$1500 | \$1000 | \$1500 | Proposed Training for Indigenous Individual #2 Value (\$) = Training Value x Applicable Multiplier(s) | \$2500 | \$2000 | \$500 | Total Guaranteed Indigenous Training Value (\$) | \$4000 | \$3000 | \$2000 | Calculation of points | \$4000/\$4000 = 100% of total points available | \$3000/\$4000 = 75% of total points available | \$2000/\$4000 = 50% of total points available | 20 Points |
| | Bidder 1 | Bidder 2 | Bidder 3 | | | | | | | | | | | | | | | | | | |
| Proposed Training for Indigenous Individual #1 Value (\$) = Training Value x Applicable Multiplier(s) | \$1500 | \$1000 | \$1500 | | | | | | | | | | | | | | | | | | |
| Proposed Training for Indigenous Individual #2 Value (\$) = Training Value x Applicable Multiplier(s) | \$2500 | \$2000 | \$500 | | | | | | | | | | | | | | | | | | |
| Total Guaranteed Indigenous Training Value (\$) | \$4000 | \$3000 | \$2000 | | | | | | | | | | | | | | | | | | |
| Calculation of points | \$4000/\$4000 = 100% of total points available | \$3000/\$4000 = 75% of total points available | \$2000/\$4000 = 50% of total points available | | | | | | | | | | | | | | | | | | |

Solicitation No.:
5P420-23-0378/A

Amendment No.:
00

Contracting Authority:
Mandelle Waddell

Client Reference No.:
N/A

Title:
Sidney Spit Ferry Service – Gulf Islands National Park Reserve, BC

| BID CRITERIA <i>Canada reserves the right to confirm validity of all declarations / guarantees.</i> | TOTAL AVAIL. POINTS |
|--|----------------------------|
| <p>2.4 OTHER MEASURES:</p> <p>Bidders will be evaluated on their undertaking of a commitment to offer other opportunities to the local Indigenous Communities or peoples within the local contract area. The bidder should describe these opportunities in their IPP. Examples of other measures include the following:</p> <ul style="list-style-type: none">• Community outreach programs to share information and create positive relationships• Various informational seminars and presentations• Using Indigenous accommodations• Providing transportation to/from local communities to job site• Other educational and training programs for Indigenous People• Other activities related to, but not specified in, the work to be completed under the Contract <p>Guarantees must be supported by a description, value (\$) and firm commitment of the measures proposed.</p> <p><i>Points will be assigned, at Canada's discretion, for each measure committed, based on its achievability and the assessed socio-economic benefit to the Area of the Contract.</i></p> | 20 Points |
| TOTAL POSSIBLE POINTS | 100 Points |

3. Bidder Guarantee and Certification

1. The IPP should include a written component for each of the four (4) criteria providing an overview as well as specific details for commitments made by the bidder. A table containing clear itemized details as shown below should also be included within the IPP submission.

2. Information provided may be subject to verification.

3. For follow-up purposes, the communities may receive copies of the contractors Indigenous Participation plan and periodically receive performance monitoring results.

4. Bidders will be held to guarantees / certifications made under their Plan, regardless of the points achieved under the evaluation of the IPP bid criteria.

5. By submitting a bid, the bidder certifies its IPP guarantee for contracting submitted with its bid is accurate and complete. The bidder acknowledges and confirms that any commitments or guarantees in its bid for this contract are covenants under this contract.

4. Indigenous Participation Plan Submission Tables

The IPP submission tables should include the tables provided in each of the IPP Bid Criterion sections below. Any breakdowns or tables provided by the bidder should provide the necessary information requested. For all four (4) below tables, the IPP should include a written component that will describe the bidder's intent and approach which will present information that is not otherwise apparent in the table.

If multiples pages are needed, bidders are to re-use the table.

The following tables (or equivalent with the required information) should be included in the bidders IPP submission. The contractor should include all available information at the time of bidding, However, it is recognized that some details may not be available until a later date.

Solicitation No.:
5P420-23-0378/A

Amendment No.:
00

Contracting Authority:
Mandelle Waddell

Client Reference No.:
N/A

Title:
Sidney Spit Ferry Service – Gulf Islands National Park Reserve, BC

Table 1 - Human Resources Plan

| # | Name of Individual (If available) | Nation | Position Title | # of Hours (hrs) (A) | Approximate Rate of Pay (\$) (B) | Value (\$) (C) (A x B = C) | Apprentice- ship? (If yes, input 1.5) (D) | Weighted Value (\$) (inclusive of multipliers) (E) (C x D = E) |
|---|--------------------------------------|--------|----------------|----------------------------|--|-------------------------------------|--|---|
| 1 | | | | | | | | |
| 2 | | | | | | | | |
| 3 | | | | | | | | |
| 4 | | | | | | | | |
| 5 | | | | | | | | |
| 6 | | | | | | | | |
| 7 | | | | | | | | |
| 8 | | | | | | | | |
| 9 | | | | | | | | |
| Total Value of Human Resource Plan | | | | | | \$ | | |

Solicitation No.:
5P420-23-0378/A

Amendment No.:
00

Contracting Authority:
Mandelle Waddell

Client Reference No.:
N/A

Title:
Sidney Spit Ferry Service – Gulf Islands National Park Reserve, BC

Table 2 - Indigenous Business Plan

| # | Subcontractor/Supplier Business Name | Nation | Scope of Subcontract or Supply Contract | Value (\$) |
|---|--------------------------------------|--------|---|------------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |
| 7 | | | | |
| 8 | | | | |
| 9 | | | | |
| 10 | | | | |
| Total Value to Indigenous Subcontractors/Suppliers | | | | \$ |

Solicitation No.:
5P420-23-0378/A

Amendment No.:
00

Contracting Authority:
Mandelle Waddell

Client Reference No.:
N/A

Title:
Sidney Spit Ferry Service – Gulf Islands National Park Reserve, BC

Table 3 - Skills Development Plan

| # | Individual Name (If available) | Nation | Name of Institute/ Organization | Certification to be Achieved | Value (\$) |
|---|-----------------------------------|--------|------------------------------------|---------------------------------|---------------|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| 6 | | | | | |
| 7 | | | | | |
| 8 | | | | | |
| 9 | | | | | |
| 10 | | | | | |
| Total Value of Skills Development Plan | | | | | \$ |

Solicitation No.:
5P420-23-0378/A

Amendment No.:
00

Contracting Authority:
Mandelle Waddell

Client Reference No.:
N/A

Title:
Sidney Spit Ferry Service – Gulf Islands National Park Reserve, BC

Table 4 - Other Measures

| # | Description of Proposed Measure(s) | Value (\$) (If applicable) |
|----|--------------------------------------|----------------------------|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |
| 7 | | |
| 8 | | |
| 9 | | |
| 10 | | |
| | Total Value of Other Measures | \$ |

Solicitation No.:
5P420-23-0378/A

Amendment No.:
00

Contracting Authority:
Mandelle Waddell

Client Reference No.:
N/A

Title:
Sidney Spit Ferry Service – Gulf Islands National Park Reserve, BC

ANNEX H TO PART 5 OF THE BID SOLICITATION

SET-ASIDE PROGRAM FOR INDIGENOUS BUSINESS

**** to be completed by the Bidder ****

1. Set-aside for Indigenous Business

1.1 This procurement is set aside under the federal government Procurement Strategy for Indigenous Business, For more information on Indigenous business requirements of the Set-aside Program for Indigenous Business, see [Annex 9.4](#), Supply Manual.

1.2 The Bidder:

- i. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
- ii. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
- iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.

1.3 The Bidder must check the applicable box below:

- i. The Bidder is an Indigenous business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

OR

- ii. The Bidder is either a joint venture consisting of two or more Indigenous businesses or a joint venture between an Indigenous business and a non-Indigenous business.

1.4 The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.

1.5 By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

2. Owner Certification - Set-aside for Indigenous Business

If requested by the Contracting Authority, the Bidder must provide the following certification for each owner who is Indigenous:

1. I am an owner of _____ (*insert name of business*), and an Indigenous person, as defined in [Annex 9.4](#) of the *Supply Manual* entitled "Requirements for the Set-aside Program for Indigenous Business".
2. I certify that the above statement is true and consent to its verification upon request by Indigenous Services Canada.

Printed name of owner

Signature of owner

Date

Solicitation No.:
5P420-23-0378/A

Amendment No.:
00

Contracting Authority:
Mandelle Waddell

Client Reference No.:
N/A

Title:
Sidney Spit Ferry Service – Gulf Islands National Park Reserve, BC

ANNEX I TO PART 5 OF THE BID SOLICITATION

LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

*** to be completed by Bidder ***

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.:
5P420-23-0378/A

Amendment No.:
00

Contracting Authority:
Mandelle Waddell

Client Reference No.:
N/A

Title:
Sidney Spit Ferry Service – Gulf Islands National Park Reserve, BC

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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 J TO PART 5 OF THE BID SOLICITATION

FORMER PUBLIC SERVANT

*** to be completed by Bidder ***

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.

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By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 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.