March 27, 2019

Dear Applicant:

Re: Your request for access to information under Part II of the Access to Information and Protection of Privacy Act [Our File #: TW/038/2019]

On February 28, 2019, the Department of Transportation and Works received your request for access to the following records:

I would like to obtain all the information on Tender for Rencontre East ferry service. Including any and all bids. Who made the decision and why? Whether or not there was consultation with town council or ferry committee?

I am pleased to inform you that a decision has been made by the Deputy Minister for Transportation and Works to provide access to some of the requested records. In accordance with your request, the appropriate copies have been enclosed.

There are no responsive records for the second half of your request. Please note: ATIPP relates to proving records that are in the custody or control of Transportation and Works. Transportation and Works is not obligated to create records to respond to a request.

Access to the remaining records, and/or information contained within the records, has been refused in accordance with the following exceptions to disclosure, as specified in the Access to Information and Protection of Privacy Act (the Act):

Subsection 35(1)(d) - (1) The head of a public body may refuse to disclose to an applicant information which could reasonably be expected to disclose (d) information, the disclosure of which could reasonably be expected to result in the premature disclosure of a proposal or project or in significant loss or gain to a third party;

Subsection 39(1)(a)(ii) - (1) The head of a public body shall refuse to disclose to an applicant information (a) that would reveal (ii) commercial, financial, labour relations, scientific or technical information of a third party;

Subsection 39(1)(b) - (1) The head of a public body shall refuse to disclose to an applicant information (b) that is supplied, implicitly or explicitly, in confidence;

Subsection 39(1)(c)(iii) - (1) The head of a public body shall refuse to disclose to an applicant information (c) the disclosure of which could reasonably be expected to (iii) result in undue financial loss or gain to any person, or
Subsection 40(1) - The head of a public body shall refuse to disclose personal information to an applicant where the disclosure would be an unreasonable invasion of a third party's personal privacy.

As required by 8(2) of the Act, we have severed information that is unable to be disclosed and have provided you with as much information as possible. In accordance with your request for a copy of the records, the appropriate copies have been enclosed.

Please be advised that you may ask the Information and Privacy Commissioner to review the processing of your access request, as set out in section 42 of the Access to Information and Protection of Privacy Act (the Act). A request to the Commissioner must be made in writing within 15 business days of the date of this letter or within a longer period that may be allowed by the Commissioner.

The address and contact information of the Information and Privacy Commissioner is as follows:

Office of the Information and Privacy Commissioner
2 Canada Drive
P. O. Box 13004, Stn. A
St. John’s, NL. A1B 3V8

Telephone: (709) 729-6309
Toll-Free: 1-877-729-6309
Facsimile: (709) 729-6500

You may also appeal directly to the Supreme Court Trial Division within 15 business days after you receive the decision of the public body, pursuant to section 52 of the Act.

Please be advised that responsive records will be published following a 72 hour period after the response is sent electronically to you or five business days in the case where records are mailed to you. It is the goal to have the responsive records posted to the Completed Access to Information Requests website within one business day following the applicable period of time. Please note that requests for personal information will not be posted online.

If you have any further questions, please contact me by telephone at 709-729-5351 or by email at ATTW@gov.nl.ca.

Sincerely,

Angela McIntyre
ATIPP Coordinator
Disclosure harmful to the financial or economic interests of a public body

35. (1) The head of a public body may refuse to disclose to an applicant information which could reasonably be expected to disclose

(a) trade secrets of a public body or the government of the province;

(b) financial, commercial, scientific or technical information that belongs to a public body or to the government of the province and that has, or is reasonably likely to have, monetary value;

(c) plans that relate to the management of personnel of or the administration of a public body and that have not yet been implemented or made public;

(d) information, the disclosure of which could reasonably be expected to result in the premature disclosure of a proposal or project or in significant loss or gain to a third party;

(e) scientific or technical information obtained through research by an employee of a public body, the disclosure of which could reasonably be expected to deprive the employee of priority of publication;

(f) positions, plans, procedures, criteria or instructions developed for the purpose of contractual or other negotiations by or on behalf of the government of the province or a public body, or considerations which relate to those negotiations;

(g) information, the disclosure of which could reasonably be expected to prejudice the financial or economic interest of the government of the province or a public body; or

(h) information, the disclosure of which could reasonably be expected to be injurious to the ability of the government of the province to manage the economy of the province.

(2) The head of a public body shall not refuse to disclose under subsection (1) the results of product or environmental testing carried out by or for that public body, unless the testing was done

(a) for a fee as a service to a person or a group of persons other than the public body; or

(b) for the purpose of developing methods of testing.
Disclosure harmful to business interests of a third party

39. (1) The head of a public body shall refuse to disclose to an applicant information

(a) that would reveal

   (i) trade secrets of a third party, or

   (ii) commercial, financial, labour relations, scientific or technical information of a third party;

(b) that is supplied, implicitly or explicitly, in confidence; and

(c) the disclosure of which could reasonably be expected to

   (i) harm significantly the competitive position or interfere significantly with the negotiating position of the third party,

   (ii) result in similar information no longer being supplied to the public body when it is in the public interest that similar information continue to be supplied,

   (iii) result in undue financial loss or gain to any person, or

   (iv) reveal information supplied to, or the report of, an arbitrator, mediator, labour relations officer or other person or body appointed to resolve or inquire into a labour relations dispute.

(2) The head of a public body shall refuse to disclose to an applicant information that was obtained on a tax return, gathered for the purpose of determining tax liability or collecting a tax, or royalty information submitted on royalty returns, except where that information is non-identifying aggregate royalty information.

(3) Subsections (1) and (2) do not apply where

(a) the third party consents to the disclosure; or

(b) the information is in a record that is in the custody or control of the Provincial Archives of Newfoundland and Labrador or the archives of a public body and that has been in existence for 50 years or more.
Disclosure harmful to personal privacy

40. (1) The head of a public body shall refuse to disclose personal information to an applicant where the disclosure would be an unreasonable invasion of a third party's personal privacy.

(2) A disclosure of personal information is not an unreasonable invasion of a third party's personal privacy where

(a) the applicant is the individual to whom the information relates;

(b) the third party to whom the information relates has, in writing, consented to or requested the disclosure;

(c) there are compelling circumstances affecting a person's health or safety and notice of disclosure is given in the form appropriate in the circumstances to the third party to whom the information relates;

(d) an Act or regulation of the province or of Canada authorizes the disclosure;

(e) the disclosure is for a research or statistical purpose and is in accordance with section 70;

(f) the information is about a third party's position, functions or remuneration as an officer, employee or member of a public body or as a member of a minister's staff;

(g) the disclosure reveals financial and other details of a contract to supply goods or services to a public body;

(h) the disclosure reveals the opinions or views of a third party given in the course of performing services for a public body, except where they are given in respect of another individual;

(i) public access to the information is provided under the Financial Administration Act;

(j) the information is about expenses incurred by a third party while travelling at the expense of a public body;

(k) the disclosure reveals details of a licence, permit or a similar discretionary benefit granted to a third party by a public body, not including personal information supplied in support of the application for the benefit;

(l) the disclosure reveals details of a discretionary benefit of a financial nature granted to a third party by a public body, not including
(i) personal information that is supplied in support of the application for the benefit, or

(ii) personal information that relates to eligibility for income and employment support under the Income and Employment Support Act or to the determination of income or employment support levels; or

(m) the disclosure is not contrary to the public interest as described in subsection (3) and reveals only the following personal information about a third party:

(i) attendance at or participation in a public event or activity related to a public body, including a graduation ceremony, sporting event, cultural program or club, or field trip, or

(ii) receipt of an honour or award granted by or through a public body.

(3) The disclosure of personal information under paragraph (2)(m) is an unreasonable invasion of personal privacy where the third party whom the information is about has requested that the information not be disclosed.

(4) A disclosure of personal information is presumed to be an unreasonable invasion of a third party's personal privacy where

(a) the personal information relates to a medical, psychiatric or psychological history, diagnosis, condition, treatment or evaluation;

(b) the personal information is an identifiable part of a law enforcement record, except to the extent that the disclosure is necessary to dispose of the law enforcement matter or to continue an investigation;

(c) the personal information relates to employment or educational history;

(d) the personal information was collected on a tax return or gathered for the purpose of collecting a tax;

(e) the personal information consists of an individual's bank account information or credit card information;

(f) the personal information consists of personal recommendations or evaluations, character references or personnel evaluations;

(g) the personal information consists of the third party's name where

(i) it appears with other personal information about the third party, or
(ii) the disclosure of the name itself would reveal personal information about the third party; or

(h) the personal information indicates the third party's racial or ethnic origin or religious or political beliefs or associations.

(5) In determining under subsections (1) and (4) whether a disclosure of personal information constitutes an unreasonable invasion of a third party's personal privacy, the head of a public body shall consider all the relevant circumstances, including whether

(a) the disclosure is desirable for the purpose of subjecting the activities of the province or a public body to public scrutiny;

(b) the disclosure is likely to promote public health and safety or the protection of the environment;

(c) the personal information is relevant to a fair determination of the applicant's rights;

(d) the disclosure will assist in researching or validating the claims, disputes or grievances of aboriginal people;

(e) the third party will be exposed unfairly to financial or other harm;

(f) the personal information has been supplied in confidence;

(g) the personal information is likely to be inaccurate or unreliable;

(h) the disclosure may unfairly damage the reputation of a person referred to in the record requested by the applicant;

(i) the personal information was originally provided to the applicant; and

(j) the information is about a deceased person and, if so, whether the length of time the person has been deceased indicates the disclosure is not an unreasonable invasion of the deceased person's personal privacy.
Access or correction complaint

42. (1) A person who makes a request under this Act for access to a record or for correction of personal information may file a complaint with the commissioner respecting a decision, act or failure to act of the head of the public body that relates to the request.

(2) A complaint under subsection (1) shall be filed in writing not later than 15 business days

(a) after the applicant is notified of the decision of the head of the public body, or the date of the act or failure to act; or

(b) after the date the head of the public body is considered to have refused the request under subsection 16 (2).

(3) A third party informed under section 19 of a decision of the head of a public body to grant access to a record or part of a record in response to a request may file a complaint with the commissioner respecting that decision.

(4) A complaint under subsection (3) shall be filed in writing not later than 15 business days after the third party is informed of the decision of the head of the public body.

(5) The commissioner may allow a longer time period for the filing of a complaint under this section.

(6) A person or third party who has appealed directly to the Trial Division under subsection 52 (1) or 53 (1) shall not file a complaint with the commissioner.

(7) The commissioner shall refuse to investigate a complaint where an appeal has been commenced in the Trial Division.

(8) A complaint shall not be filed under this section with respect to

(a) a request that is disregarded under section 21;

(b) a decision respecting an extension of time under section 23;

(c) a variation of a procedure under section 24; or

(d) an estimate of costs or a decision not to waive a cost under section 26.

(9) The commissioner shall provide a copy of the complaint to the head of the public body concerned.
Direct appeal to Trial Division by an applicant

52. (1) Where an applicant has made a request to a public body for access to a record or correction of personal information and has not filed a complaint with the commissioner under section 42, the applicant may appeal the decision, act or failure to act of the head of the public body that relates to the request directly to the Trial Division.

(2) An appeal shall be commenced under subsection (1) not later than 15 business days

(a) after the applicant is notified of the decision of the head of the public body, or the date of the act or failure to act; or

(b) after the date the head of the public body is considered to have refused the request under subsection 16 (2).

(3) Where an applicant has filed a complaint with the commissioner under section 42 and the commissioner has refused to investigate the complaint, the applicant may commence an appeal in the Trial Division of the decision, act or failure to act of the head of the public body that relates to the request for access to a record or for correction of personal information.

(4) An appeal shall be commenced under subsection (3) not later than 15 business days after the applicant
DEPARTMENT OF TRANSPORTATION AND WORKS

ADDENDUM NO. 1

109-18POF - Rencontre East - Bay L'Argent - Pool's Cove Ferry Service

1. PRECEDENCE

This addendum shall form an integral part of the contract specification to be read in conjunction therewith. This addendum shall take precedence over all forms of the aforementioned specification with which it may prove to be at variance or may be otherwise be qualified in writing by authorized personnel.

2. GENERAL

The general conditions and all documents issued with this specification shall apply to govern all phases for the work covered by this Addendum.

3. PURPOSE

The purpose of this Addendum is to:

Advise Contractors

For bidding purposes the bidder shall identify the vessel being bid and have included the General Arrangement of said vessel illustrating how the vessel meets the tender requirements. Also, shall have confirmation from the seller of the vessel (if not in current bidder’s possession) an agreement to purchase that has been signed pending successful in the bidding process. The bidder shall forfeit the bid security if the bidder fails to have the vessel ready in time to commence service April 1, 2019.

Contractors are advised to acknowledge receipt of this Addendum.

Stephen Slaney
Tendering and Contracts
Transportation and Works
Ground Floor, Confederation Building
St. John’s, NL A1B 4J6
709-729-3925
Fax: 709-729-6729
stephenslaney@gov.nl.ca
END
November 27, 2018
DEPARTMENT OF TRANSPORTATION AND WORKS

ADDENDUM NO 2.

0109-18POF – Rencontré East – Bay L’Argent – Pool’s Cove Ferry Service

1. PRECEDENCE

This addendum shall form an integral part of the contract specification to be read in conjunction therewith. This addendum shall take precedence over all forms of the aforementioned specification with which it may prove to be at variance or may be otherwise be qualified in writing by authorized personnel.

2. GENERAL

The general conditions and all documents issued with this specification shall apply to govern all phases for the work covered by this Addendum.

3. PURPOSE

The purpose of this Addendum is to provide answers to the questions below:

1. Average Operating Hours per Day?
   
   Average Operating Hours per day for the Rencontré East/Bay L’Argent/Pool’s Cove Ferry Service is 7.17 hours

2. Cost of Fuel per litre to be used for calculation purposes?
   
   The cost of fuel per litre to be used for the Rencontré East/Bay L’Argent/Pool’s Cove Ferry Service is based on December 13, 2018, Maximum Retail Motor Fuel Prices for Zone 2 (Burin Peninsula/Bonavista Peninsula) without applicable taxes and retail margin $0.9526

   Contractors are advised to acknowledge receipt of this Addendum.

   Stephen Slaney
   Tendering and Contracts
   Transportation and Works
   Ground Floor, Confederation Building
   St. John’s, NL A1B 4J6
   709-729-3925
   Fax: 709-729-6729
   stephenslaney@gov.nl.ca
DEPARTMENT OF TRANSPORTATION AND WORKS

ADDENDUM NO 3.

0109-18POF – Rencontre East – Bay L’Argent – Pool’s Cove Ferry Service

1. PRECEDENCE

This addendum shall form an integral part of the contract specification to be read in conjunction therewith. This addendum shall take precedence over all forms of the aforementioned specification with which it may prove to be at variance or may be otherwise be qualified in writing by authorized personnel.

2. GENERAL

The general conditions and all documents issued with this specification shall apply to govern all phases for the work covered by this Addendum.

3. PURPOSE

The purpose of this Addendum is to inform bidders of changes and/or additions to the contract documents:

SGC 5. Vessel Requirements: 5(b)

The vessel shall be registered in Canada and duly certified by a classification society or Transport Canada and have one of the recognized organizations authorized by Transport Canada to act on its behalf. Copies of certificates of full compliance with classification society and/or Transport Canada requirement are to be provided to the Department prior to the vessel entering service on April 1, 2019. These certificates shall be valid until December 31, 2019, 2400 hours, before the vessel requires downtime for the renewal of certificates. During the term of the Agreement, the Contractor shall maintain current copies of all vessel certificates prior to entering into service and throughout the Agreement and provide the Department with proof thereof each year on the yearly anniversary date of the Agreement or at any other time when the Department requests the Contractor to provide such proof. The vessel shall be certified for Near Coastal II voyages as a passenger vessel for the service noted.
Contractors are advised to acknowledge receipt of this Addendum.

Stephan Slaney  
Tendering and Contracts  
Transportation and Works  
Ground Floor, Confederation Building  
St. John’s, NL A1B 4J6  
709-729-3925  
Fax: 709-729-6729  
stephenslaney@gov.nl.ca
DEPARTMENT OF TRANSPORTATION AND WORKS

ADDENDUM NO 4.

0109-18POF – Rencontre East – Bay L’Argent – Pool’s Cove Ferry Service

1. PRECEDENCE

This addendum shall form an integral part of the contract specification to be read in conjunction therewith. This addendum shall take precedence over all forms of the aforementioned specification with which it may prove to be at variance or may be otherwise be qualified in writing by authorized personnel.

2. GENERAL

The general conditions and all documents issued with this specification shall apply to govern all phases for the work covered by this Addendum.

3. PURPOSE

The purpose of this Addendum is to inform bidders of changes and/or additions to the tender documents:

SGC 2. The Term/Renewal

The Contract will provide for the supply and operation of a passenger/freight Vessel (the “Vessel”) for the period of commencement on April 1, 2019, to March 31, 2024.

Replace with:

a) The Contract will provide for the supply and operation of a passenger/freight Vessel (the “Vessel”) for the period of commencement on April 1, 2019, to March 31, 2021, inclusive.

b) Upon the giving of a 90 day written notice to the Contractor, prior to the expiry of this Agreement, the Department at the Department’s sole discretion, has the option to renew this Agreement for up to a further two (2) one (1) year period or any part thereof. The renewal is on the same terms and conditions as apply to this Agreement, except as to the renewal option dates. The Department may exercise the unused renewal period remaining of the two (2) one (1) year renewal periods, upon the giving of a further 90 day written notice to the Contractor prior to the end of the Agreement.
Addendum to cover the Tender Form:

B) Vessel Daily Rate

Tenders the following Vessel Daily Rate for provision of the Passenger/Freight Service (exclusive of fuel which will be paid directly by the Department and HST) described in this Tender Document for the period of April 1, 2019 to March 31, 2024, inclusive.

Replace with:

B) Vessel Daily Rate

Tenders the following Vessel Daily Rate for provision of the Passenger/Freight Service (exclusive of fuel which will be paid directly by the Department and HST) described in this Tender Document for the period of April 1, 2019 to March 31, 2021, inclusive.

Addendum to cover the Form of Agreement:

ARTICLE A-2 THE TERM OF THE CONTRACT

2.1 The term of the Contract shall be five (5) years commencing not later than _____________.

Replace with:

ARTICLE A-2 THE TERM OF THE CONTRACT

2.1 The term of the Contract shall be two (2) years commencing not later than April 1, 2019, with an option to renew for an additional two (2) one (1) year periods on an annual basis or any part thereof in the manner prescribed in the Contract Documents at the sole discretion of the Department.

2.2 The Contract shall terminate on March 31, 2021, if the option to renew for a one (1) or two (2) year period or any part thereof is not exercised at least 90 days prior to termination or such lesser notice as mutually agreed in writing between the Parties.

Contractors are advised to acknowledge receipt of this Addendum on Page 4 Item 10 of the Tender Form when submitting a bid.

Stephen Slaney
Manager
Tendering and Contracts
Transportation and Works
TENDER FORM

TENDER FOR: Rencontré East – Bay L’Argent - Pool’s Cove Ferry Service

TENDER FROM: Puddister Shipping Limited (“Bidder”)

TO: Deputy Minister
c/o Tendering and Contracts
Department of Transportation and Works
Ground Floor, West Wing Confederation Bldg., East Block
P.O. Box 8700, St. John’s, NL A1B 4J6

THE UNDERSIGNED

A) Offers to supply and operate the Vessel Terra Nova (insert name of specified Vessel) for the Service described in this Tender Document.

B) Vessel Daily Rate

Tenders the following Vessel Daily Rate for provision of the Passenger/Freight Service (exclusive of fuel which will be paid directly by the Department and HST) described in this Tender Document for the period April 1st, 2019 to March 31st, 2024 inclusive.

YEAR 1: VESSEL DAILY RATE $3,926.00 X 365 DAYS = $1,432,990.00 (Carry Forward this amount to Part “D”)

(DURING THE TERM OF THE CONTRACT, THE VESSEL DAILY RATE WILL BE INCREASED BY THE CHANGE IN AVERAGE CPI (ST. JOHN’S) OR 3%, WHICHEVER IS THE LESSER, ANNUALLY ON THE ANNIVERSARY DATE OF COMMENCEMENT.)

HST shall be added at the invoicing stage.
C) Calculation of Daily Fuel Costs (for evaluation purposes only)

<table>
<thead>
<tr>
<th>(A) Main Propulsion Fuel Consumption (litres/hour)</th>
<th>(B) Average Operating Hours per Day (hours)</th>
<th>(C) Cost of Fuel per Litre Allowance for Vessel Main Propulsion ($/litre)</th>
<th>(D) Average Daily Cost of Fuel for Main Propulsion ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>122.56 L/hr</td>
<td>X 7.17 hrs</td>
<td>X S.9526 / L</td>
<td>= S 837.10 (Carry Forward this amount to Part E)</td>
</tr>
</tbody>
</table>

The information provided in this table forms a part of the basis for the evaluation and award of this tender.

Main Propulsion Fuel Consumption (litres/hour) is the average hourly fuel consumption, steaming under power from dock to dock, of the vessel's main propulsion engines operating in accordance to the weekly service schedule over the yearly operating season. Fuel costs for generators, etc. not required for main propulsion shall be included in the Vessel Daily Rate in Part B of the Tender Form. In addition to the consumption rate in (A), bidders are to indicate how the rate is to be calculated, e.g. Speed, RPM, HP.

Average Operating Hours per Day (hours) is the average hours per day the Vessel is steaming under power from dock to dock, to operate in accordance to the weekly service schedule over a yearly operating season.

Bidders are advised, in assessing the tender of any bidder, the Department may, but shall not be obligated to, verify by means of an independent Naval Architect or designate acting reasonably, that the rate provided in the tender for the Main Propulsion Fuel Consumption (litres/hour) - (A) applied together with the Average Operating Hours per Day (hours) - (B) for the Vessel, is fair and reasonable. The Bidder shall satisfy the Department that the submitted information for the Vessel operating in accordance to the service schedule of this Tender Document is fair and reasonable. The Bidder shall also supply, if requested, a letter from the engine manufacturer confirming engine fuel consumption.

Actual sea trial testing and evaluation may be requested of the Bidder to verify the submitted information. If the information submitted in the Tender Form is not considered fair and reasonable, then the Tender Submission shall be rendered as non-compliant and disqualify the tender submission from further consideration. The Department's determination of whether this defect is material is final and shall not be made the subject of judicial review.
D) Cost of Yearly Operating Season

Daily Rate $3,926.00 x 365 Days = $1,432,990.00 Per Yearly Operating Season

This rate is exclusive of HST. HST shall be added at the invoicing stage. In the case of an error in the extension of prices, the Daily Rate will govern.

The number of operating days in the operating season is assumed for the purpose of this calculation to be 365 days; the actual length of the operating season may prove to be lesser.

E) Cost of Fuel per Round Trip $ 900.15

F) Volume of Fuel per Round Trip 878.76 litres

G) Total Cost per Round Trip outside Normal Operating Hours, including direct incremental labour cost. $ 901.50

H) Acknowledges receipt of the following addenda:

None or,
# 1, dated 11/27/2018
# 2, dated 12/17/2018
# 3, dated 12/18/2018
# 4, dated 12/21/2018
Tender Form:
Tender for Rencontre East – Bay L’Argent – Pool’s Cove Ferry Service

EXECUTION BY THE BIDDER

Puddister Shipping Limited

Name of Bidder (Person or Firm) 709-722-4000

Telephone Number

23 Springdale Street, St. John's, NL 709-722-8008

Address

Fax Number

AIC 585

Posia

Witness

puddister@nf.aibn.com

E-mail

Signature

Name & Title (Print)

Signature

Name & Title (Print)
The Terra Nova is presently in service in Gaultois, McCallum Hermitage service. The vessel carries 40 passengers and carries all required cargo. The vessel will be certified to carry in excess of the 20 passenger requirement, and recertified to be compliant with the new tender requirements. New seating will be added, and crane modified.
### M/V 'Terra Nova'

<table>
<thead>
<tr>
<th>Specification</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year Built</td>
<td>1961</td>
</tr>
<tr>
<td>Yard</td>
<td>Halifax ShipYards Ltd</td>
</tr>
<tr>
<td>Official Number</td>
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<tr>
<td>Port of Registry</td>
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<tr>
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<td>115' 0&quot;</td>
</tr>
<tr>
<td>Length (BP)</td>
<td>107' 0&quot;</td>
</tr>
<tr>
<td>Breath</td>
<td>25' 0&quot;</td>
</tr>
<tr>
<td>Depth (main deck)</td>
<td>13' 0&quot;</td>
</tr>
<tr>
<td>Draft</td>
<td>7' 10&quot; (approx)</td>
</tr>
<tr>
<td>Speed (kn)</td>
<td>12</td>
</tr>
<tr>
<td>Passenger Complement</td>
<td>40</td>
</tr>
<tr>
<td>Vehicles</td>
<td>1</td>
</tr>
<tr>
<td>Main Engines</td>
<td>536 kW</td>
</tr>
<tr>
<td>Propulsion Method</td>
<td>Twin Screw</td>
</tr>
</tbody>
</table>
Potential copyright material

If you wish to obtain a copy please contact the ATIPP Office at (709) 729-7072 or atipppoffice@gov.nl.ca.
Terra Nova - Fuel Consumption

2 engines 3406-B Caterpillar @ 322 HP @ 1800 RPM

Fuel consumption at 1800 RPM giving 11 knots more than adequate to meet the schedule

16.19 US gallons per hour 1 US gallon = 3.785 litres

16.19 US gal per hour x 3.785 litres = 61.28 LPH x 2 engines

\[ \frac{122.56}{2} \text{ LPH} \]
Potential copyright material

If you wish to obtain a copy please contact the ATIPP Office at (709) 729-7072 or atippoffice@gov.nl.ca.
TENDER FORM

TENDER # 0109-18POF

TENDER FOR:  
Rencontre East – Bay L’Argent - Pool’s Cove Ferry Service

TENDER FROM:  Norcon Marine Services Ltd  (“Bidder”)

TO:  
Deputy Minister  
c/o Tendering and Contracts  
Department of Transportation and Works  
Ground Floor, West Wing Confederation Bldg., East Block  
P.O. Box 8700, St. John’s, NL A1B 4J6

THE UNDERSIGNED

A)  Offers to supply and operate the Vessel ________________ (insert name of specified Vessel) for the Service described in this Tender Document.

B)  Vessel Daily Rate

Tenders the following Vessel Daily Rate for provision of the Passenger/Freight Service (exclusive of fuel which will be paid directly by the Department and HST) described in this Tender Document for the period April 1st, 2019 to March 31st, 2024 inclusive.

\[
\text{YEAR 1: VESSEL DAILY RATE} = \$ \frac{5.87}{\text{per day}} \times 365 \text{ DAYS} = \$ 2239.255. \\
\text{(Carry Forward this amount to Part “D”)}
\]

(DURING THE TERM OF THE CONTRACT, THE VESSEL DAILY RATE WILL BE INCREASED BY THE CHANGE IN AVERAGE CPI (St. John’s) OR 3%, WHICHEVER IS THE LESSER, ANNUALLY ON THE ANNIVERSARY DATE OF COMMENCEMENT.)

HST shall be added at the invoicing stage.
C) Calculation of Daily Fuel Costs (for evaluation purposes only)

<table>
<thead>
<tr>
<th>(A) Main Propulsion Fuel Consumption (litres/hour)</th>
<th>(B) Average Operating Hours per Day (hours)</th>
<th>(C) Cost of Fuel per Litre Allowance for Vessel Main Propulsion ($/litre)</th>
<th>(D) Average Daily Cost of Fuel for Main Propulsion ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.446 L/hr</td>
<td>7.17 hrs</td>
<td>$0.9326/ltr</td>
<td>$97.20 (Carry Forward this amount to Part E)</td>
</tr>
</tbody>
</table>

The information provided in this table forms a part of the basis for the evaluation and award of this tender.

Main Propulsion Fuel Consumption (litres/hour) is the average hourly fuel consumption, steaming under power from dock to dock, of the vessel’s main propulsion engines operating in accordance to the weekly service schedule over the yearly operating season. Fuel costs for generators, etc. not required for main propulsion shall be included in the Vessel Daily Rate in Part B of the Tender Form. In addition to the consumption rate in (A), bidders are to indicate how the rate is to be calculated, e.g. Speed, RPM, HP.

Average Operating Hours per Day (hours) is the average hours per day the Vessel is steaming under power from dock to dock, to operate in accordance to the weekly service schedule over a yearly operating season.

Bidders are advised, in assessing the tender of any bidder, the Department may, but shall not be obligated to, verify by means of an independent Naval Architect or designate acting reasonably, that the rate provided in the tender for the Main Propulsion Fuel Consumption (litres/hour) - (A) applied together with the Average Operating Hours per Day (hours) - (B) for the Vessel, is fair and reasonable. The Bidder shall satisfy the Department that the submitted information for the Vessel operating in accordance to the service schedule of this Tender Document is fair and reasonable. The Bidder shall also supply, if requested, a letter from the engine manufacturer confirming engine fuel consumption.

Actual sea trial testing and evaluation may be requested of the Bidder to verify the submitted information. If the information submitted in the Tender Form is not considered fair and reasonable, then the Tender Submission shall be rendered as non-compliant and disqualify the tender submission from further consideration. The Department's determination of whether this defect is material is final and shall not be made the subject of judicial review.
D) Cost of Yearly Operating Season

Daily Rate $5587.00 x 365 Days = $2039265.00 Per Yearly Operating Season

This rate is exclusive of HST. HST shall be added at the invoicing stage. In the case of an error in the extension of prices, the Daily Rate will govern.

The number of operating days in the operating season is assumed for the purpose of this calculation to be 365 days; the actual length of the operating season may prove to be lesser.

E) Cost of Fuel per Round Trip

$947.20

F) Volume of Fuel per Round Trip

1046.8 litres

G) Total Cost per Round Trip outside Normal Operating Hours, including direct incremental labour cost.

$2560.00

H) Acknowledges receipt of the following addenda:

None or,

#1 dated Nov 17

#2 dated Dec 17

#3 dated Dec 18

#4 dated Dec 24
EXECUTION BY THE BIDDER

Name of Bidder (Person or Firm)  Norcon Marine Services Ltd 709 434 8662
Telephone Number

Address  P.O. Box 35 709 466 7454
Fax Number

Postal Code  A0G 2L0

Witness

E-mail

Signature

Name & Title (Print)

Signature

Name & Title (Print)
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If you wish to obtain a copy please contact the ATIPP Office at (709) 729-7072 or atippoffice@gov.nl.ca.
The following report describes how the Northern Seal meets the requirements of “Ferry Accessibility for Persons with Disabilities” Code of Practice.

Section 1 Vessel Accessibility

1.0 Signage Vessel Accessibility
In accordance with the standard, new signage will be provided to aid passengers. It shall be noted that this signage is in addition to the Transport Canada mandated signage for crewing and safety.

1.1 Lighting
The lighting installed on MV Northern Seal does not create glare or shadows in areas where passengers are permitted. Sufficient lighting is installed such that doors, sills, handrails, and signage is easily visible.

1.2 Stairways
There is one stairway which is accessible to the traveling public and this stairway leads aft from the passenger lounge to the kennel area. This stairway is well lit, and access is restricted unless accompanied by a crew member. In addition, the handrails are painted in a contrasting colour such that they easily stand out from the bulkheads and joinery they are attached to. The stairs are also provided with a non-slip surface and have contrasting colours for easy definition from the surrounding materials.

1.3 Handrails
New handrails, meeting the standard described in the code of Practice, will be fitted prior to the commencement date.

1.4 Corridors and Passageways
Northern Seal has a minimum headroom of 2032mm in the passageways. With the exception of doorways, all corridors have a clear width of 1500mm or greater. Turning circles are shown on the provided General Arrangement. Any protrusions will be painted in a contrasting colour prior to the commencement date.

1.5 Floors
The flooring provided on the exterior passenger areas is slip resistant, with little to no glare. The interior spaces are fitted with vinyl composite flooring which has little to no glare effect under the installed lighting. There is no carpet installed onboard Northern Seal.

1.6 Doorways and Doors
Passengers will enter and exit through doors which have a clear opening of at least 810mm. On both sides of the door there is enough space to maneuver a wheelchair as the turning circles on the provided General Arrangement show.

Doors to washrooms will not be fitted with deadbolts or other means of locking which cannot be overridden from the outside in an emergency.

Where door sills are required, they are either easily removable by a crew member or suitcase ramps are provided to allow a mobility impaired person easy passage over them.
Interior doors are easily manipulated by persons with disabilities. Exterior door closures are as required by Flag requirements. Operating instructions and contrasting colours will be provided to allow ease of operation by persons with disabilities.

No sliding doors are fitted on Northern Seal.

1.7 Counters
Northern Seal does not have any counters provided for serving passengers.

1.8 Operator Provided Wheelchairs
One wheelchair will be provided for the use of passengers if requested. Signage will be posted advising passengers who require assistance to notify a crew member who will make the wheelchair available.

1.9 Elevators
No elevators will be fitted on Northern Seal.

1.10 Vehicle Decks
No elevators will be fitted on Northern Seal.

1.11 Passenger Lounges
Although many of the seats onboard Northern Seal are accessible to a person in a wheelchair, one seat (6%) will be designated by signage as being intended for persons with disabilities as shown on the General Arrangement provided. This seat provides extra room for storing a wheelchair, allowing a service animal to lie down, or for an attendant for the disabled person to sit with them.

1.12 Cafeterias
There will be no cafeteria installed on Northern Seal. A snack service will be available, and the details will be provided during the passenger briefing made upon boarding.

1.13 Cabins
There will be no passenger cabins installed on Northern Seal.

1.14 Washrooms
There are two passenger washrooms provided. Both are gender neutral, while one is an accessible washroom which also includes a baby changing station.

Additional signage will be posted as determined necessary to direct passengers to the washrooms.

All fixtures will be in accordance with the code of practice.

A new call station will be fitted prior to the commencement date.

1.15 Relieving Area for Service Animals
Northern Seal does not have any routes with a duration of over two hours. Therefore, no relieving areas are required. Passengers travelling with service animals will be made aware of this prior to departure allowing an opportunity for relief prior to departure.
Section 2 Maintenance
The vessels preventative maintenance system will include daily and weekly inspections on the accessibility features onboard. Any deficiencies found will be addressed in a timely manner.

Section 3 Communication
As far as practical, voyage related information will be made available in various formats depending upon the needs of the travelling public, and in line with GNL operated passenger vessels.

Section 4 Disability Related Services
4.0 Passenger Assistance
Signage is posted onboard advising passengers who require assistance to contact a crew member. In addition to this, the passenger briefing which is played over the PA system also advises any passengers requiring assistance to make their needs known to a crew member. Passengers who appear to need assistance are approached by a crew member asking if they can be of assistance.

4.1 Carriage of Service Animals
Service animals are permitted onboard, and the seating identified as accessible has space beside it for a service animal to lie or sit beside the person.

4.2 Carriage of Mobility Aids as Baggage
Passengers who make use of mobility aids are permitted to retain these devices while onboard. Where required, crew members will assist with getting these devices onboard at no cost.

Section 5 Personnel Training
5.0 Disability Related Training
The training videos provided by the Canadian Transportation Agency form part of the routine training onboard. All crew members are required to have a valid certification of completion.
<table>
<thead>
<tr>
<th>Task Name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dog Kennel Modifications Completed</td>
<td>14-Feb</td>
</tr>
<tr>
<td>Interior Cargo Hold Upgrade</td>
<td>15-Mar</td>
</tr>
<tr>
<td>Boat Deck Prep Work Completed</td>
<td>11-Feb</td>
</tr>
<tr>
<td>Boat Deck Shelter Deck Completed</td>
<td>28-Feb</td>
</tr>
<tr>
<td>New Aft Lounge Door Installed</td>
<td>06-Mar</td>
</tr>
<tr>
<td>Northern Seal Refit Comissioning</td>
<td>15-Mar</td>
</tr>
</tbody>
</table>
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REPORT AFTER PUBLIC TENDER CALL

TENDER #: 11556  DOCKET #: 11556  TENDER CLOSING DATE & TIME: 2019/01/10 12:00:00PM

TENDER DESCRIPTION: 109-18POF - Rencontre East - Bay L’Argent - Pool's Cove Ferry Service

NUMBER OF TENDERS RECEIVED: 2  NUMBER OF ADDENDUM ISSUED: 4

CHAIRMAN: Stephen Slancy  SECRETARY: Jeanie Haynes

CONSULTANT:

<table>
<thead>
<tr>
<th>NAME AND ADDRESS</th>
<th>Base Bid</th>
<th>HST</th>
<th>Tender Total</th>
<th>Security</th>
</tr>
</thead>
<tbody>
<tr>
<td>NORCON MARINE SERVICES LTD (TB), P.O. Box 35, Glovertown, NL, A0G2L0</td>
<td>$2,039,255.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PUDDISTER SHIPPING LTD , P.O. Box 38, Stn. C, St. John's, NL, A1C5H5</td>
<td>$1,432,990.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TRANSPORTATION TENDERS (Only)

PRE-TENDER ESTIMATE OF COST:
- Base Bid
- Materials
- Other Charges
- Engineering

TOTAL COST: 

POST-TENDER ESTIMATE OF COST:
- Base Bid
- Materials
- Other Charges
- Engineering

TOTAL COST: 

ESTIMATED SUBSTANTIAL COMPLETION DATE:

DESIGN MANAGER:

CONSTRUCTION MANAGER:

RECOMMENDED TENDER:

TENDER ANALYSIS COMPLETED & RECOMMENDED BY:

AMOUNT Less HST:

REVIEWED BY:

CONTRACT AWARD:

(Approved By)  (Date)

REMARKS:

Report Number: 0014  Date Printed: 2019/01/10
Re: #109-18POF - Rencontre East - Bay L'Argent - Pool’s Cove Ferry Service

I am pleased to inform you that your tender for the above noted project in the amount of $1,432,990.00 (HST excluded) has been accepted. You are advised that Government is subject to the Harmonized Sales Tax and HST must be added to each billing as a line item (HST Registration #R107442683).

Enclosed please find a copy of the Tender Book covering the work involved in this project. Would you please have it signed and sealed by your company and returned to Tendering and Contracts within two (2) weeks. When the documents have been signed by department officials a copy will be forwarded to you for your records.

Please have your insurance company complete the enclosed Certificate of Insurance and return it together with your Performance and Commence securities, and a Certificate of Clearance from Workplace NL to the Manager of Tendering and Contracts, Department of Transportation & Works, P.O. Box 8700, Ground Floor, East Block, Confederation Building, St. John’s, NL A1B 4J6. Your bid security will be retained until these documents are received. No work is to start until the securities, insurances and letter from Workplace NL are received and the approval of the Department’s Regional Director is given. No payment will be made until all documentation, including signed contracts, is received at Tendering and Contracts.
In the meantime, please contact our Director of Marine Services, Greg Cuff, at (709) 535-6210, Department of Transportation & Works, Lewisporte, within the next ten (10) days and arrange a suitable time for a meeting to discuss this contract.

Sincerely,

Tracy King
Deputy Minister

“Never give safety a day off”

cc: Greg Cuff, Director of Marine Services, TW
    Barry Fitzgerald, Manager Occupational Health & Safety
    Debbie Mercer, Accounts Payable Supervisor
    Miranda Maddox, Manager of Marine Services, TW
    Janet Samson, Contract Compliance Officer Marine Services, TW