

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
**Bid Receiving Public Works & Government
Services Canada/Réception des soumissions Travaux
publics et Services gouvernementaux Canada**
1713 Bedford Row
Halifax, N.S./Halifax,(N.E.)
B3J 1T3
Halifax
Bid Fax: (902) 496-5016

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Title - Sujet FMFCS PERISCOPE MAST STAND	
Solicitation No. - N° de l'invitation W3554-136096/A	Date 2013-02-20
Client Reference No. - N° de référence du client W3554-13-6096	
GETS Reference No. - N° de référence de SEAG PW-\$PWA-122-4969	
File No. - N° de dossier PWA-2-68097 (122)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-04-04	Time Zone Fuseau horaire Atlantic Standard Time AST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Chinye, Chukwudi	Buyer Id - Id de l'acheteur pwa122
Telephone No. - N° de téléphone (902) 496-5476 ()	FAX No. - N° de FAX (902) 496-5016
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE FMF CAPE SCOTT, CONTRACTS OFFICE HMCS DOCKYARD, BLDG. D200 RM 3311 HALIFAX NOVA SCOTIA B3K 5X5 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Real Property Contracting
1713 Bedford Row
P.O. Box 2247/C.P.2247
Halifax, N.S./Halifax, (N.E.)
B3J 3C9
Halifax

Delivery Required - Livraison exigée SEE HEREIN	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Security Requirement
2. Statement of Work
3. Debriefings

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries - Bid Solicitation
4. Applicable Laws

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

1. Mandatory Certifications Required Precedent to Contract Award
2. Additional Certifications Precedent to Contract Award

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement
2. Statement of Work
3. Standard Clauses and Conditions
4. Term of Contract
5. Authorities
6. Payment
7. Invoicing Instructions
8. Certifications
9. Applicable Laws
10. Priority of Documents
11. SACC Manual Clauses
12. Insurance Requirements

List of Annexes:

Annex A	Statement of Work
Annex B	Basis of Payment
Annex C	Code of Conduct and Certifications - Related documentation
Annex D	Insurance Requirements

PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Statement of Work

Work to be performed under this goods contract comprise of the furnishings of all labour, materials ,tools and equipment required to fabricate, supply and deliver a Periscope Mast Stand outside of building W64 Periscope Shop, located at N.A.D, Dartmouth in accordance with Annex A- Statement of Requirement and attached drawings. This requirement is subject to the provisions of any international trade or internal trade agreements.

3. Debriefings

After contract award, 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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

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>) 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 (2012-11-19) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: ninety (90) days

2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. Applicable Laws

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (one hard copy)

Section II: Financial Bid (one hard copy)

Section III: Certifications (one hard copy)

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html)

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and

- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

1.1 Exchange Rate Fluctuation

C3011T (2010-01-11), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

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.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

A BID MUST MEET ALL OF THE MANDATORY REQUIREMENTS STATED BELOW TO BE CONSIDERED COMPLIANT. A BID THAT DOES NOT MEET ALL OF THE MANDATORY REQUIREMENTS BELOW WILL BE DEEMED NON- RESPONSIVE AND GIVEN NO FURTHER CONSIDERATION.

Bidder's must possess a minimum of 3 years related experience in mechanical manufacturing. List and describe 3 projects / contracts completed within the last 5 years that are comparable to those described in Annex A-Statement of Work. . Bidders MUST use the tables below to list three (3) major projects/ contracts (one for each project).

PROJECT/CONTRACT NO. 1	
Name of client organization or Company Name: _____	
Name and title of client contact	Name: _____ Title: _____
Telephone and facsimile number of client contact	Phone No.: _____ Fax No.: _____

Solicitation No. - N° de l'invitation

W3554-136096/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwa122

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W3554-13-6096

PWA-2-68097

Start date of Project/Contract		Month _____ Year _____
Completion date of Project/Contract		Month _____ Year _____
Brief Description of Project or Contract: _____ _____ _____ _____ _____ _____		
PROJECT/CONTRACT NO. 2		
Name of client organization or Company Name: _____		
Name and title of client contact	Name: _____ Title: _____	
Telephone and facsimile number of client contact	Phone No.: _____ Fax No.: _____	
Start date of Project/Contract	Month _____ Year _____	
Completion date of Project/Contract	Month _____ Year _____	
Brief Description of Project or Contract: _____ _____ _____ _____ _____ _____		
PROJECT/CONTRACT NO. 3		
Name of client organization or Company Name: _____		
Name and title of client contact	Name: _____ Title: _____	
Telephone and facsimile number of client contact	Phone No.: _____ Fax No.: _____	
Start date of Project/Contract	Month _____ Year _____	
Completion date of Project/Contract	Month _____ Year _____	
Brief Description of Project or Contract:		

1.2 Financial Evaluation

SACC Manual Clause A0220T (2007-05-25), Evaluation of Price

2. Basis of Selection

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

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and related documentation to be awarded a contract. Canada will declare a bid non-responsive if the required certifications and related documentation are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications, to provide the related documentation or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Mandatory Certifications Required Precedent to Contract Award

1.1 Code of Conduct and Certifications - Related documentation

- 1.1.1** By submitting a bid, the Bidder certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting a bid, the Bidder certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Bidder, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any bid in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Bidder and any of the Bidder's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this bid solicitation.

Bidders who are incorporated, including those bidding as a joint venture, must provide with their bid or promptly thereafter a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner with their bid or promptly thereafter. Bidders bidding as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names 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 will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form- PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.

2. Additional Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

2.1 Federal Contractors Program - Certification

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- a.() is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- b.() is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- c.() is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- d.() has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____.

Further information on the FCP is available on the HRSDC Web site.

2.2 Former Public Servant Certification

Contracts with 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 with FPS, bidders must provide the information required below.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the Financial Administration Act, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means, a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c.C-17, the Defence Services Pension Continuation Act, 1970, c.D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c.R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c.R-11, the Members of Parliament Retiring Allowances Act, R.S., 1985, c.M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? Yes () No ()

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? 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 reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

The Contractor must provide one (1) periscope mast stand in accordance with the Requirement at Annex "A" and attached drawings.

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>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2010A (2012-11-19), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

4. Term of Contract

4.1 Delivery Date

All the deliverables must be received on or before **June 30, 2013**.

4.2 Option to Extend the Contract

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Chukwudi Chinye
 Title: Contracting Officer
 Public Works and Government Services Canada
 Acquisitions Branch
 Atlantic Region
 Address: 1713 Bedford Row
 Halifax, Nova Scotia
 B3J 1T3
 Telephone: 902- 496- 5476

Facsimile: 902- 496- 5016

E-mail address: chukwudi.chinye@pwgsc.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.

5.2 Project Authority

The Project Authority for the Contract is: (To be Determined at Contract Award)

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone : _____

Facsimile: _____

E-mail address: _____

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.

5.3 Contractor's Representative (To be completed by Bidder)

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail: _____

6. Payment

6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex B for a cost of \$ _____ (To be determined at contract award). Customs duties are included, and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.2 Limitation of Price

SACC *Manual* clause C6000C (2011-05-16) Limitation of Price

6.3 Single Payment

SACC *Manual* clause H1000C (2008-05-12) Single Payment

6.4 SACC *Manual* Clauses

T1204 - Direct Request by Customer Department

A9117C

6.5 Clauses du *Guide des CCUA*

Shipping Instructions - Free on Board Destination and Delivered Duty Paid

Goods must be consigned and delivered to the destination specified in the contract:

FOB Destination NAD Dartmouth, Building W64 Parking Lot, Dartmouth, Nova Scotia B3K 5X5 including all delivery charges and customs duties and taxes.

7. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

2. Invoices must be distributed as follows:

- (a) The original and two (2) copies must be forwarded to the following address for certification and payment.

Department of National Defence
FMF Cape Scott Contract Office
BLDG D200 RM 3311
STN Forces
PO Box 99000
Halifax
Nova Scotia
B3K 5X5

8. Certifications

8.1 Compliance

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Nova Scotia.

10. 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 (2010A, 2012-11-19 Goods (Medium Complexity));
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment;
- (e) Annex C, **Code of Conduct and Certifications - Related documentation**
- (f) Annex D, Insurance Requirements
- (g) the Contractor's bid dated _____ (*insert date of bid*)

12. SACC Manual Clauses

Canadian Forces Site Regulations	A9062C
Work Site Access	A1009C
Excess Goods	B7500C
Inspection and Acceptance	D5328C

13. Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex D . 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. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

ANNEX "A"**REQUIREMENT**

A1) REQUIREMENT: Request the establishment of a contract to provide for all necessary labour, materials, tools, and equipment to Supply and Install a Periscope Mast Stand outside of building W64 Periscope Shop, located at N.A.D., Dartmouth. All work is to be carried out IAW the attached Work Instruction TR-09-088 and the following supplied drawings:

- 1) HX09088_201;
- 2) HX09088_202; and
- 3) HX09088_203.

A2) Work Period: Work to be completed NLT 30 June 2013

A3) WORKSITE: All manufacturing work shall be conducted at Contractor facilities, with final installation to take place within the W64 Periscope Shop. Additional space requirements within DND property (i.e. trailers, storage containers) must be requested through and approved by the Requisitioning Authority. The DND worksites shall be available from 07:30 - 16:15 daily

A4) PRICING: All submitted tenders are to be priced FOB Halifax

A5) STATEMENT OF CONTRACTOR REQUIREMENTS: The successful bidder shall adhere to all quality, environmental and safety requirements established in the SOCR REV 9, (attached to this requisition) when performing all specified work herein.

A6) WORK PLAN: Upon contract award, successful bidder shall be required to meet with the Requisitioning Authority to review the work plan submitted. The successful bidder shall attend a pre-job meeting as scheduled by the Requisitioning Authority.

A7) WORK CANCELLATION: Due to the operational nature of the unit where this work shall occur, the Fleet Maintenance Facility Cape Scott Contracts Office reserves the right to cancel any or all work associated with this contract for reasons beyond its control. This includes but is not limited to unforeseen emergencies, and/or any other factors that prevent work from being completed within the specified period.

A8) CLIENT SUPPORT: The successful bidder will be provided with the following support during the duration of the work:

§ Interference Items/Equipment: The successful bidder shall identify any such requirements upon contract award and communicate this to the Requisitioning Authority providing 48 hours notice to allow completion of such work. Upon such notice, the client will be responsible for the removal and re-installation of any interference items.

§ Hot Work Certificates: The successful bidder shall inform the FMFCS Quality Assurance Representative of any requirements for Hot Work certificates no later than 1300 hours on the day preceding the requirement. FMFCS QA will be responsible to provide hot work certificates no later than 0900 hours on the day of the requirement.

A9) WORKER ORIENTATION: Workers will be provided with a familiarization tour of facilities prior to commencement of work within DND property. The successful bidder shall contact the Requisitioning Authority prior to the work to arrange for orientation in these areas.

A10) WORKSITE CLEANLINESS: The successful bidder shall be responsible to clean the worksite at the end of each working day. Debris and materials arising from the day's work must be removed daily.

A11) PHOTOGRAPHY: Any use of photographic or video recording equipment within DND property is prohibited unless approval is authorized by the Requisitioning Authority and the Unit Security Officer.

A12) PARKING: Parking is permitted only in designated areas within NAD Dartmouth. Any requirements to access jetties for the purpose of loading/unloading equipment and materials must be forwarded to the Requisitioning Authority in advance. DND will not be responsible for any parking tickets issued as a result of any abuse of temporary parking allowances for these purposes. Access will be limited to two vehicles per contract.

A13) WORKSITE ACCESS: The successful bidder shall provide the Requisitioning Authority with a list of personnel who will require access to the worksite to perform the contracted services upon contract award in addition to any vehicles which will require access. All personnel authorized for access must possess photo identification on their person at all times while on DND Property.

A14) RESTRICTION OF ACCESS: FMF Cape Scott reserves the right to restrict access to the worksite for reasons beyond our control. In such cases the successful bidder shall be provided with 24 hours notice in order to reschedule their work plans.

A15) INSPECTIONS: The successful bidder shall notify the Requisitioning Authority at least one-hour in advance of all mandatory inspections as specified in the specification or hull instructions.

A16) QUALITY DOCUMENTATION: All QA documentation as specified in job instructions/specifications, to be provided at time of invoicing.

A17) PERSONAL PROTECTIVE EQUIPMENT: The successful bidder is required to ensure personnel have the required personal protective equipment to perform their duties and to ensure they have had the proper training in the wear, use and maintenance of such equipment when performing duties on Department of National Defence property.

A18) GOVERNMENT SMOKING POLICY: The successful bidder shall ensure that its personnel shall comply with the policy of the Government of Canada, which prohibits smoking in any government structure.

A19) FMFCS DRUG AND ALCOHOL POLICY: FMF Cape Scott has developed a zero tolerance policy to create a Drug and Alcohol Free Workforce. No contractor personnel shall come to work after using or while impaired by drugs or alcohol. The contractor will be asked to remove any personnel offending this policy from the premises for the remainder of the workday at the contractor's expense.

A20) SUBLETTING: Subletting will not be permitted without written consent of the Requisitioning Authority.

A21) ADDITIONAL REQUIREMENTS

A21.1) The contractor shall be required to be available for hours of work stipulated by the Fleet Maintenance Facility Cape Scott, Contracts Office, including hours required outside of normal working hours.

A21.2) The contractor must be available for on-site consultation as deemed necessary by the Fleet Maintenance Facility Cape Scott, Contracts Office.

A21.3) The contractor shall be able to provide a valid certificate of calibration for any necessary test equipment prior to starting any work that requires use of such equipment.

A21.4) When requested by the FMFCS Contracts Office, the contractor shall provide detailed written work plans and schedules to enable the client to integrate the contractor's work into the larger work projects.

A21.5) It is mandatory that the contractor provides qualified fire sentry/tank watch personnel with the appropriate fire fighting and safety equipment for the task at hand. All personnel acting in the capacity of fire sentry/tank watch shall have recognized training and certification on the proper use of fire fighting equipment, alarms, response and reporting procedures, and fire safety in the industrial workplace, along with training in Workplace Hazardous Materials Information System (WHMIS). Personnel are to have all such certificates on their person at all times during the performance of the work. While working in the role of fire sentry/tank watch, the contractor personnel shall be dedicated to that task only.

A21.6) The contractor is responsible to ensure the health and safety of their personnel and shall comply with:

- a. All DND, Federal, Provincial and Municipal regulations;
- b. All site safety regulations and procedures; and
- c. The Contractor shall have in place an Occupational and Safety Management System, employing written safe work procedures by conducting Job Hazard Analysis for each job order in both shop and field work.

A21.7) The contractor shall comply with all DND, Federal, Provincial and Municipal regulations and:

- a. Shall be prepared to take appropriate precautions to safely work in spaces that may contain hazardous material;
- b. Shall be required to provide all appropriate equipment, devices, tools and machinery, including general and specialized Personal Protective Equipment (PPE) which is certified, maintained in proper working condition and is used in the prescribed manner (Canada Labour Code, Part II, Para 125(w) refers) for all personnel in their employ.

A21.8) The contractor shall have Material Safety Data Sheets (MSDS) for all controlled products used in the performance of work specified in any call-up. Such MSDS shall be held at the worksite by the contractor's personnel and be readily available. The contractor shall ensure that any toolbox, storage box, and/or trailer used to store work related equipment and supplies in support of work, display product labelling and/or placards to demonstrate when any hazardous controlled items are stored within. All such containers must also clearly display the contractor's name and a contact number.

A22) SECURITY REQUIREMENTS

Solicitation No. - N° de l'invitation

W3554-136096/A

Amd. No. - N° de la modif.

File No. - N° du dossier

PWA-2-68097

Buyer ID - Id de l'acheteur

pwa122

Client Ref. No. - N° de réf. du client

W3554-13-6096

CCC No./N° CCC - FMS No/ N° VME

NIL

A22.3) The Contractor shall ensure that all personnel employed are in possession of Photo Identification on their person at all times while working within DND property

A23) STOP WORK

A23.1) If a DND 'stop work' order is invoked after commencement of the work, it will be the responsibility of the Offeror to demonstrate to DND that productive work was performed between the time of authorization and the stop work, and to substantiate costs incurred associated with such productive work.

FMFCS Contracts Office will make payment within 30 days upon receipt of the invoice in the Contracts Office, of the Offeror's original invoice, for authorized services for this requirement. All rendered services will be to the satisfaction and acceptance of the Technical Authority prior to payment. Invoices are not to be submitted prior to the completion of the work as stated in the call-up document. This request has no provisions for advance payments, progress payments, or deposits.

Solicitation No. - N° de l'invitation

W3554-136096/A

Client Ref. No. - N° de réf. du client

W3554-13-6096

Amd. No. - N° de la modif.

File No. - N° du dossier

PWA-2-68097

Buyer ID - Id de l'acheteur

pwa122

CCC No./N° CCC - FMS No/ N° VME

ANNEX "B"

BASIS OF PAYMENT

Date of Award to June 30, 2013

Column 1	Column 2 Item Description	Column 3
1	Firm Price for the Supply and Delivery of one (1) Periscope Shop Mast Stand in accordance to Annex A-Requirement and attached Drawings	\$ _____

Total Amount (Column 3)= \$ _____

The Total amount will be the amount that will be considered during evaluation of all bids tendered.

Solicitation No. - N° de l'invitation

W3554-136096/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwa122

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W3554-13-6096

PWA-2-68097

ANNEX C

Code of Conduct and Certifications - Related documentation

Bidder's List of Directors below: Please provide a list of names of all individuals who are currently Directors **in** accordance with **PART 5-CERTIFICATION**.

Directors: (Please print clearly)

NAME	NAME	NAME	NAME

Attach additional names on a separate sheet if required.

ANNEX "D"

INSURANCE REQUIREMENTS

Commercial General Liability Insurance

The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

The Commercial General Liability policy must include the following:

Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.

Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.

Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.

Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.

Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.

Employees and, if applicable, Volunteers must be included as Additional Insured.

Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)

Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.

If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

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

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

Automobile Liability Insurance

The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.

The policy must include the following:

Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence

Accident Benefits - all jurisdictional statutes

Uninsured Motorist Protection

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

Industrial Engineering Division		Work Instruction
HMCS Dockyard	Area: W64 Periscope Shop Mast Stand TR-09-088	
Dave Nimmo	Project Manager - Mechanical	Phone: 427 - 0833
FMFCS I.E.D. Contact: Dave Nimmo		Phone: 427 - 0833
		Page 1 of 1

Provide and Install the following:

1. Supply, fabricate and install mast stand as described in drawing package supplied by owner: W-064 Mast frame. There are three drawing included. HX09088_201, HX09088_202 and HX09088_203 as well as a cover sheet.
2. Mast stand is to be delivered and installed outside of W-064 located at the Naval Annex located in Dartmouth. Exact install location outside W-064 will be identified by FMFCS project manager.
3. Delivery schedule is to be confirmed and coordinated with FMFCS project manager.

Special Instructions:

1. FMFCS staff will have the mast stand installation area cleared of all non essential material.
2. Utility requirements for stand (electrical, hydraulic) are not included in this work instruction.



**FOR GOVERNMENT USE ONLY
POUR USAGE DU GOUVERNEMENT SEULEMENT**

Special Investigations Directorate File No.
N° de dossier de la Direction des enquêtes spéciales

Date Received (Y-A M D-J)
Date de réception

**CONSENT TO A CRIMINAL RECORD VERIFICATION
CONSENTEMENT À LA VÉRIFICATION DE L'EXISTENCE D'UN CASIER JUDICIAIRE**

This form must be completed and signed by each individual who is currently a director of the Bidder/Offeror/Supplier and provided with the Bid/Offer/Arrangement.

Le présent formulaire doit être rempli et signé par chaque individu qui est actuellement un administrateur du soumissionnaire/de l'offrant/du fournisseur et fourni avec la soumission/l'offre/l'arrangement.

**A PRIVACY ACT STATEMENT
ÉNONCÉ CONCERNANT LA LOI SUR LA PROTECTION DES RENSEIGNEMENTS PERSONNELS**

The personal information requested on this form is collected under the authority of subsection 750(3) of the *Criminal Code*, paragraph 42(1(c)) of the *Financial Administration Act*, and sections 7 and 21 of the *Department of Public Works and Government Services Act*. The information will be used for validating the criminal conviction certifications necessary for obtaining and maintaining a procurement instrument. It may be shared with other government departments, agencies, as well as provincial, territorial, and federal courts, within the limits of what is required to conduct the criminal conviction verification.

A refusal to provide information will result in the bid/offer/arrangement being rejected or the contract terminated, the standing offer being set-aside or the supply arrangement being cancelled, as applicable.

The personal information is described in personal information bank PWGSC PPU 184 - Integrity Assessment Program. Individuals have a right of access to, correction of and protection of their information in accordance with the *Privacy Act*.

Les renseignements personnels demandés dans le présent formulaire sont recueillis en vertu du paragraphe 750(3) du *Code criminel*, du paragraphe 42(1(c)) de la *Loi sur la gestion des finances publiques* et des articles 7 et 21 de la *Loi sur le ministère des Travaux publics et des Services gouvernementaux*. Ces renseignements seront utilisés pour valider les attestations de condamnation au criminel nécessaires pour obtenir et conserver un instrument d'approvisionnement. Les renseignements peuvent être diffusés à d'autres ministères et organismes fédéraux, ainsi qu'à des tribunaux provinciaux, territoriaux et fédéraux, dans les limites de ce qui est requis pour la vérification des condamnations au criminel.

À défaut de fournir les renseignements demandés, la soumission/l'offre/l'arrangement sera rejeté ou le contrat résilié, l'offre à commandes sera mise de côté ou l'arrangement en matière d'approvisionnement sera annulé, selon le cas.

Les renseignements personnels sont décrits dans les fichiers de renseignement personnels n° TPSGC PPU 184 - Programme de l'évaluation de l'intégrité. Les personnes ont le droit d'accéder aux renseignements personnels qui les concernent, ainsi que de les faire corriger ou protéger, conformément à la *Loi sur la protection des renseignements personnels*.

**B BIOGRAPHICAL INFORMATION - Must be completed by the individual
RENSEIGNEMENTS BIOGRAPHIQUES - À remplir par l'individu**

Family Name (Last Name) - Nom (de famille)

Family Name at Birth - Nom de famille à la naissance

Full Given Names (No initials) - Prénoms au complet (aucune initiale)

All other previously used names (i.e. maiden name, previously married names, legal name change, nicknames)
Tout autre nom utilisé (tel que nom de jeune fille, noms maritaux précédents, changement de nom légaux, sobriquets)

Gender - Sexe

☐

Male
Masculin

☐

Female
Féminin

Date of Birth - Date de naissance (Y-A M D-J)

**Current Permanent Residential Information
Information résidentielle permanente actuelle**

Apartment No. - N° d'appartement

Street No. - N° civique

Street Name - Nom de la rue

City - Ville

Province/State - État

Country - Pays

Postal Code/Zip Code - Code postal/Code zip

C	CONSENT - Must be signed by the individual CONSENTEMENT - Doit être signé par l'individu
----------	---

I, the undersigned, confirm that I have read and understand the above *Privacy Act* statement and that I consent to the collection and use of my personal information as described therein.

Je, soussigné, confirme avoir pris connaissance de l'Énoncé concernant la *Loi sur la protection des renseignements personnels* et consens à la collecte et à l'utilisation des renseignements personnels fournis aux présentes.

Signature	
Print Name - Nom en lettres moulées	Date (Y-A M D-J)

D	ADMINISTRATIVE INFORMATION - Internal Government Use Only RENSEIGNEMENTS ADMINISTRATIFS - Pour usage interne du gouvernement seulement	
Requesting Branch/Sector/Directorate/Division - Direction générale/Secteur/Direction/Division requérante		
Solicitation/Proposed Contract No. - N° de la demande de soumission/N° du contrat		Date of Request (Y-A M D-J) Date de la demande
Requesting Contact Person - Personne-ressource requérante	Contact Person Tel. No. - N° de tél. de la personne-ressource	