

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions**
Travaux publics et Services gouvernementaux
Canada
Pacific Region
401 - 1230 Government Street
Victoria, B.C.
V8W 2Z4
Bid Fax: (250) 363-3344

INVITATION TO TENDER
APPEL D'OFFRES

**Tender 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.

**Soumission 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 et sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution
Public Works and Government Services Canada -
Pacific Region
401 - 1230 Government Street
Victoria, B. C.
V8W 2Z4

Title - Sujet 10T FLOATING DOCK ACESS RAMP	
Solicitation No. - N° de l'invitation F1571-125048/A	Date 2012-11-30
Client Reference No. - N° de référence du client F1571-125048	GETS Ref. No. - N° de réf. de SEAG PW-\$XLV-174-6102
File No. - N° de dossier XLV-2-35249 (174)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-12-19	
Time Zone Fuseau horaire Pacific Standard Time PST	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Turner, Ian	Buyer Id - Id de l'acheteur xlvl74
Telephone No. - N° de téléphone (250) 363-8475 ()	FAX No. - N° de FAX (250) 363-3960
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF FISHERIES AND OCEANS SEE HEREIN	

Instructions: See Herein

Instructions: Voir aux présentes

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

- 1.1 **NOT USED** - Security Requirement
- 1.2 Requirement
- 1.4 Debriefings

PART 2 - BIDDER INSTRUCTIONS

- 2.1 Standard Instructions, Clauses and Conditions
- 2.2 Submission of Bids
- 2.3 Enquiries - Bid Solicitation
- 2.4 Applicable Laws

PART 3 - BID PREPARATION INSTRUCTIONS

- 3.1 Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

- 4.1 Evaluation Procedures
- 4.2 Basis of Selection

PART 5 - CERTIFICATIONS

- 5.1 Mandatory Certifications Required Precedent to Contract Award
- 5.2 Additional Certifications Precedent to Contract Award
- 5.3 Federal Contractors Program - over \$25,000 and below \$200,000
- 5.4 Workers' Compensation Certification - Letter of Good Standing
- 5.5 Welding Certification
- 5.6 Project Schedule

PART 6 - RESULTING CONTRACT CLAUSES

- 6.1 **NOT USED** - Security Requirement
- 6.2 Statement of Requirement
- 6.3 Standard Clauses and Conditions
- 6.4 Term of Contract
- 6.5 Authorities
- 6.6 Payment
- 6.7 Invoicing Instructions
- 6.8 Certifications
- 6.9 Applicable Laws
- 6.10 Priority of Documents
- 6.11 Sub-contract and Sub-contractor List
- 6.12 Welding Certification
- 6.13 Delivery Preparation

Solicitation No. - N° de l'invitation

F1571-125048/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

xl174

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

F1571-125048

XLV-2-35249

6.14 Delivery Address

6.15 Shipping Instructions - Delivery at Destination, Unloading and Acceptance

6.16 Procedures for Design Change or Additional Work

LIST OF ANNEXES:

Annex A

Statement of Requirement

Annex B

Financial Bid Presentation Sheet

PART 1 - GENERAL INFORMATION

1.1 Security Requirement

There is no security requirement associated with the Requirement

1.2 Requirement

Fabricate and deliver a 10 tonne, 35 m long and 5.8 m wide vehicle ramp complete with aprons, galvanized bridge deck grating and ramp support shoes, in accordance with the requirement attached as Annex A and the Financial Bid Presentation Sheet attached as Annex B. Delivery of the completed ramp is to be no later than 15 March 2013

1.3 Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within 15 working days of receipt of notification that their bid was unsuccessful. The debriefing may be provided in writing, by telephone or in person .

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) 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 Standard Instructions - Goods or Services - Competitive Requirements, 2012-11-19, are incorporated by reference into and form part of the bid solicitation.

2.2 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.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted to the Contracting Authority no later than two (2) 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.

2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **British Columbia**, Canada.

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

If the Bidder submits a hard copy of their bid, it must be provided in separately bound sections as follows:

Section I: Management Bid (1 hard copies)

Section II: Financial Bid one (1) copy

Section III: Certifications Requirements (1 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>). To assist Canada in reaching its objectives, bidders should :

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or 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: Management Bid

The Management Bid should be concise and should include all the certifications and other requirements as noted in Parts 5 and 6.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet Annex I and the detailed Pricing Data Sheet, Appendix 1 to Annex I.

Section III: Certification Requirements

Bidders must submit the certifications required in accordance with Part 5.

3.1.1 Mandatory Tender Deliverable Requirements

Notwithstanding deliverable requirements specified anywhere else within this Request of Proposal and its associated Technical Specifications, the following are the only mandatory deliverables that must be submitted with the Proposal documents at the time of bid closing. The following are mandatory and the Bidder must be compliant on each item to be considered responsive.

Item	Description	Completed and Attached
1	<u>Invitation to Tender</u> document part 1, page 1 completed and signed;	
2	Financial Bid as per Annex B <u>Financial Bid presentation Sheet</u>	
3	Completed Contractor's Representative as per Article 6.5.4	

3.1.2 Supporting Tender Deliverable Requirements

If the following information which supports the bid is not submitted with the Proposal; it will be requested by the Contracting Authority, from the lowest responsive Bidder and it must be provided within 24 hours of the written request:

Item	Description	Completed and Attached	To be forwarded if requested by the CA
1	Changes to Applicable Laws (if any) as per Article 2.4		
2	Certifications as per Article 5		
3	In accordance 2003 <u>2012-11-19</u> Standard Instructions - Goods or Services provide a complete list of the names of all directors or in the case of Sole Proprietorships the name of the owner, as per article 5.2		
4	Proof of welding certification and documentation as per article 6.12		

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

Bids will be assessed in accordance with the entire requirement of the bid solicitation including compliance with the mandatory certifications and table of deliverable requirements as detailed in Parts 5 & 6. Any additional information which supports the bid will be requested as required by the Contracting Authority as indicated in Part 6. Only those bids which are found to meet all the mandatory requirements and the submission of acceptable additional information within the specified time frames will be deemed responsive.

4.2 Basis of Selection

SACC Manual Clause A0069T Basis of Selection 2007-05-25

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.

5.1. Mandatory Certifications Required Precedent to Contract Award

Code of Conduct and Certifications - Related documentation

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.

5.2 Additonal Certifications Precedent to Contract Award

The certifications listed below should be submitted with the bid, but may be completed and submitted afterwards. If any of these required certifications is not completed or 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.

5.3 Federal Contractors Program - over \$25,000 and below \$200,000

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.

Signature

Name

Title

Date

5.4 Workers' Compensation Certification - Letter of Good Standing

The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Bidder must provide, within *24 hours* following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

5.5 Welding Certification

1. Welding must be performed by a welder certified by the Canadian Welding Bureau and in accordance with the requirements of the following Canadian Standards Association (CSA) standard:
CSA W59.2, Welded Aluminum Construction.
2. Before contract award and within *24 hours* of the written request by the Contracting Authority, the Bidder must submit evidence demonstrating its certification to the welding standards. In addition, welding must be done in accordance with the requirements of the applicable drawings and specifications.

5.6 Project Schedule

Before contract award and within twenty four (24) of written notification by the Contracting Authority the Bidder must submit to Canada one (1) copy of its preliminary production work schedule. This schedule is to show the commencement and completion dates for the Work in the available work period, including realistic target dates for significant events. This schedule may be reviewed with the Bidder prior to work commencement as deemed by the Contracting Authority.

Before contract award and within twenty four (24) of written notification by the Contracting Authority the Bidder must provide a sample document from its scheduling system including a typical progress report, a quality control inspection report and a milestone event network.

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 NOT USED - Security Requirement

6.2 Requirement

Fabricate and deliver a 10 tonne, 35 m long and 5.8 m wide vehicle ramp complete with aprons, galvanized bridge deck grating and ramp support shoes in accordance with the requirement attached as Annex A and the Financial Bid Presentation Sheet attached as Annex B.

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* Manual issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website: <http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>.

6.3.1 General Conditions

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

6.4 Term of Contract

6.4.1 Delivery Date

Delivery to the destination will be completed ____X____ weeks (ARO) after receipt of order. (To be completed by the Contracting Authority at Contract Award)

The Contractor must inform the Contracting Authority named in Article 6.5.1 when the goods have been shipped. In addition, the Contractor must provide shipping details to allow the shipment to be tracked.

6.4.2 NOT USED - Option to Extend the Contract

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Ian Turner
Supply Team Leader
Public Works and Government Services Canada
Pacific Region, Acquisitions, Marine
401, 1230 Government Street,
Victoria, BC, V8W 3X4
Telephone: 250-363-8475; Facsimile: 250-363-3960
E-mail address: ian.turner@pwgsc-tpsgc.gc.ca

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

6.5.2 Technical Authority

The Technical Authority for the Contract is:

Mike Braim
Project Engineer
Fisheries and Oceans Canada
Small Craft Harbours
200 - 401 Burrard St
Vancouver, British Columbia V6C 3S4
Telephone : 604-666-8896
Fax : 604-666-7056
Email: Mike.Braim@dfo-mpo.gc.ca

The Technical 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 matter concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Inspection Authority

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment. Any communication with a Contractor regarding the quality of the Work performed pursuant to this Contract shall be undertaken by official correspondence through the Contracting Authority.

6.5.4 Contractor's Representative

Name: _____

Telephone No: _____

Facsimile No.: _____

E-mail: _____

6.6 Payment

6.6.1 Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price in accordance with the firm price table indicated in Annex B. 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.

6.6.2 SACC Manual Clauses

C6000C Limitation of Price

2011-05-16

H1000C Single Payment

2008-05-12

6.7 Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions

The original invoice must be made out to:

Small Craft Harbours
200 - 401 Burrard St
Vancouver, British Columbia V6C 3S4

The original invoice is to be forwarded to:

Public Works and Government Services Canada
Pacific Region
Acquisitions, Marine
401- 1230 Government Street
Victoria, BC, V8W 3X4 Attention: Ian Turner

6.8 Certifications

- 6.8.1** 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.

6.9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. (Insert the name of the province or territory specified by the bidder in their bid solicitation, if applicable)

6.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) 2010A (2012-11-19) General Conditions - Goods or Services (Medium Complexity);
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment; and
- (e) the Contractor's bid dated _____ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: “, as clarified on _____” or “, as amended on _____” and insert date(s) of clarification(s) or amendment(s)*)

6.11 Sub-contracts and Sub-contractor List

If the bid includes the use of subcontractors, the Bidder agrees, upon request from the Contracting Authority, to provide a list of all subcontractors including a description of the

things to be purchased, a description of the work to be performed and the location of the performance of that work. The list should not include the purchase of off-the-shelf items, software and such standard articles and materials as are ordinarily produced by manufacturers in the normal course of business, or the provision of such incidental services as might ordinarily be subcontracted in performing the Work.

The Contracting Authority is to be notified, in writing, of any changes to the list of subcontractors before commencing the work.

When the Contractor sub-contracts work, a copy of the sub-contract purchase order is to be passed to the Contracting Authority. In addition, the Contractor must monitor progress of sub-contracted work and inform the Quality Assurance Authority on pertinent stages of work to permit inspection when considered necessary by the Quality Assurance Authority.

6.12 Welding Certification

1. Welding must be performed by a welder certified by the Canadian Welding Bureau and in accordance with the requirements of the following Canadian Standards Association (CSA) standards:
 - a. CSA W47.1-03 (latest version), Certification of Companies for Fusion Welding of Steel (*Minimum Division Level 2.1*); and
 - b. CSA W47.2-M1987 (latest version), Certification of Companies for Fusion Welding of Aluminum (*Minimum Division Level 2.1*).
2. Before contract award and within twenty four (24) of the written request by the Contracting Authority, the Bidder must submit evidence demonstrating (or its subcontractor's) its certification to the welding standards. In addition, welding must be done in accordance with the requirements of the applicable drawings and specifications.

6.13 Delivery Preparation

Preparation for delivery and packaging are to be to the highest manufacturer's standard for the mode of transportation utilized, to ensure safe arrival at final destination.

6.14 Delivery Address

Goods must be consigned to the destination specified below and delivered:

- a. Carriage and Insurance Paid (CIP) to Destination, Incoterms 2000 for shipments from commercial contractor.
- b. Final Delivery Address:
Steveston BC

6.15 Shipping Instructions - Delivery at Destination, Unloading and Acceptance

1. The Contractor is responsible for all delivery charges, administration, costs and risk of transport and customs clearance, excluding the payment of customs duties and taxes.
2. The Contractor must inform the Contracting Authority when the shipment has been consigned for delivery and must provide shipping details in the form of traceable waybill numbers, or other applicable information.
3. Contractor must make their own arrangements for offloading and supporting the ramp and components at the Destination.
4. Contractor must provide sufficient equipment and personnel to permit safe unloading of the ramp and components without the assistance of federal government personnel; excepting however that the Contractor may separately contract to the Esquimalt Graving Dock for provision of craneage.
5. The Technical Authority reserves the right to perform final inspections upon delivery at Destination, both before unloading and after launching.
6. Final acceptance will be with the ramp and components properly supported at the Destination.

6.16 Procedures for Design Change or Additional Work

1. When Canada requests design change or additional work:
 - (a) The Technical Authority will provide the Contracting Authority with a description of the design change or additional work in sufficient detail to allow the Contractor to provide the following information:
 - (i) any impact of the design change or additional work on the requirement of the Contract;
 - (ii) a price breakdown of the cost (increase or decrease) associated with the implementation of the design change or the performance of the additional work using the form PWGSC-TPSGC1379, Work Arising or New Work.
 - (iii) a schedule to implement the design change or to perform the additional work and the impact on the contract delivery schedule.
 - (b) The Contracting Authority will then forward this information to the Contractor.
 - (c) The Contractor will return the completed form to the Contracting Authority for evaluation and negotiation. Once agreement has been reached, the form must be signed by all parties in the appropriate signature blocks. This constitutes the

-
- written authorization for the Contractor to proceed with the work, and the Contract will be amended accordingly.
2. When the Contractor requests design change or additional work:
- (a) The Contractor must provide the Contracting Authority with a request for design change or additional work in sufficient detail for review by Canada.
 - (b) The Contracting Authority will forward the request to the Technical Authority for review.
 - (c) If Canada agrees that a design change or additional work is required, then the procedures detailed in paragraph 1 are to be followed.
 - (d) The Contracting Authority will inform the Contractor in writing if Canada determines that the design change or additional work is not required.
3. Approval
- The Contractor must not proceed with any design change or additional work without the written authorization of the Contracting Authority. Any work performed without the Contracting Authority's written authorization will be considered outside the scope of the Contract and no payment will be made for such work.

ANNEX A - STATEMENT OF REQUIREMENT

The Technical specification and drawings will be distributed in soft copy. They may be requested in writing from the contracting authority indicated in Part 6 - Resulting Contract Clauses, Para 5.1.

General Overview

1. The work to be carried out under this contract includes the supply of material and fabrication of a 35 m long and 5.8 m wide vehicle ramp complete with aprons, galvanized bridge deck grating and ramp support shoes. The work generally consists of, but is not limited to the following items:

- (a) Mobilisation/Demobilisation
- (b) Supply material and fabricate one vehicle ramp complete with abutment apron, float apron and ramp support shoes complete as shown on the drawings.
- (c) Provide protective coating on all structural steel and miscellaneous steel as called for in the specifications.
- (d) Supply all material and install galvanized bridge deck grating on the ramp as shown on the drawings and called for in the specifications.
- (e) Deliver the completed ramp to Steveston, BC. The contractor shall include the cost for transportation, loading, offloading and securing the ramp on the wharf.

ANNEX B- FINANCIAL BID PRESENTATION SHEET

B1 Price for Evaluation

The price of the bid will be evaluated in Canadian currency, all taxes and duties included, Carriage and Insurance Paid (CIP) to Destination, Steveston, B.C. (Incoterms 2000) for Goods.

Item	Description	Price
a.	All work not separated out below	\$ _____
b.	Material Costs	\$ _____
c.	Labour Costs	\$ _____
d.	Quality Assurance and Inspection services costs	\$ _____
e.	Provision of shop drawings in hard and soft copy	\$ _____
f.	Steel surface preparation	\$ _____
g.	Applications of coatings	\$ _____
h.	Delivery	\$ _____
i.	Unscheduled Work <i>Labour Cost:</i> Estimated labour hours at a firm <i>Charge-out Labour Rate</i> , including overhead and profit: 50 person hours X \$ _____ per hour for a PRICE of: See articles B2.1 and B2.2 below.	\$ _____
j.	Total Price for Evaluation (a + b + c + d + e + f + g + h +i) GST Excluded For a Firm Price of:	\$ _____

B2 Unscheduled Work

Unscheduled work arising, as authorized by the Minister, will be calculated in the following manner:

"Number of hours (to be negotiated) X \$_____ your firm hourly *Charge-out Labour Rate* which includes *Overhead* and profit, plus net laid-down cost of materials to which will be added a 10% mark-up, plus Goods and Services Tax or Harmonized Sales Tax as applicable, of the total cost of material and labour. The firm hourly *Charge-out Labour Rate* and the material mark-up will remain firm for the duration of the Contract and any subsequent amendments."

B2.1: Notwithstanding definitions or usage elsewhere in this document, or in the Bidder's Cost Management System, when negotiating *Hours* for unscheduled work, PWGSC will consider only those hours of labour directly involved in the production of the subject work package.

Elements of *Related Labour Costs* identified in B2.2 will not be negotiated, but will be compensated for in accordance with B2.2. It is therefore incumbent upon the Bidder to enter values in the above table which will result in fair compensation, regardless of the structure of their Cost Management System.

B2.2: Allowance for *Related Labour Costs* such as: Management, Direct Supervision, Purchasing and Material Handling, Quality Assurance and Reporting, First Aid, Gas Free Inspecting and Reporting, and Estimating will be included as *Overhead* for the purposes of determining the *Charge-out Labour Rate* entered in Table B1 line B2) above.

B2.3: The 10% mark-up rate for materials will also apply to subcontracted costs. The mark-up rate includes any allowance for material and subcontract management not allowed for in the Chargeout Labour Rate. A separate labour component for the purchase and handling of materials or subcontract administration is not allowable.

B3 Delivery

While it is desired that all the components be delivered to the final Destination on or before March 15th 2013, the best delivery we can offer is _____ weeks (ARO) after receipt of order.

"Failure to keep the Contract Authority informed"

As the delivery date is an essential part of this contract, except for excusable delays notified in accordance with Article 16 (Time of Essence) of 2010, failure to communicate any changes to the delivery schedule specified in this contract will prejudice Canada and will, at Canada's discretion, entail either:

- a) Contract Termination in accordance with General Conditions 2010 Article 16 (Time of the Essence) and Article 23 subsection 4, (Default by the Contractor), and the Contractor remains liable to Canada for any amounts, including milestone payments,

paid by Canada and for all losses and damages which may be suffered by Canada by reason of the default, including any increase in the cost incurred by Canada in procuring the work from another source; or

- b) Consideration for Contract Amendment. Delivery date(s) will not be extended without consideration being provided by the Contractor in the form of adjustment to the price, warranty, and/or services provided.

Any of the above remedies applied will be logged against Contractor performance. Unsatisfactory performance could debar a Contractor for a period of time from bidding on future requirements.