

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

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 FAB & DEL PAINT CAT BARGE	
Solicitation No. - N° de l'invitation W0103-13K100/A	Date 2012-12-07
Client Reference No. - N° de référence du client W0103-13QK100	
GETS Reference No. - N° de référence de SEAG PW-\$XLV-151-6107	
File No. - N° de dossier XLV-2-35169 (151)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-12-27	Time Zone Fuseau horaire Pacific Standard Time PST
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: Anstey, Gregory	Buyer Id - Id de l'acheteur xl151
Telephone No. - N° de téléphone (250) 363-0088 ()	FAX No. - N° de FAX (250) 363-3960
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE SEE HEREIN	

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

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

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

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Part 1. GENERAL INFORMATION

1.1 Introduction

The bid solicitation and resulting contract document is divided into seven parts plus annexes as follows:

Part 1 General Information: provides a general description of the Statement of Work;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of the bid solicitation;

Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;

Part 5 Certifications: includes the certifications and related documentation to be provided;

Part 6 Security, Financial, and Other Requirements: includes specific requirements that must be addressed by bidders; and

Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Requirement, the Basis of Payment and other annexes.

1.2 Summary

1. The Requirement is as follows:

- a. Carry out the design, construction and delivery of TWO (2) PAINTERS RAFTS for the Department of National Defence - Queen's Harbour Master (QHM) in compliance with the Requirement attached at Annex A.
- b. Carry out any approved unscheduled work not covered in paragraph (a) above.

2. Delivery to destination (Esquimalt Harbour BC) on or before 8 March 2013.

3. The sourcing strategy related to this work will be limited to suppliers in Canada in accordance with Shipbuilding, Refit, Repair and Modernization Policy (1996-12-19), *subject to the Agreement on Internal Trade*. The work is exempt from the North American Free Trade Agreement (NAFTA), see Chapter Ten Annex 1001.2b Paragraph 1, and the World Trade Organization Agreement on Government Procurement (WTO-AGP), see Annex 4.

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 (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) 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.

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 in writing to the Contracting Authority no later *than three (3) 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 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least five (5) calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.5 Applicable Laws

1. Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in British Columbia _____.
(Insert the name of the province or territory.)
2. 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.

2.6 List of Proposed Sub-contractors

If the bid includes the use of subcontractors, the Bidder agrees, upon written 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 by specification section 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, i.e. subcontract work valued at less than \$2,000.

2.7 Quality Management Systems

Before contract award and within **48 hours** of written notification by the Contracting Authority the Bidder must provide for evaluation either:

- a Their current ISO Registration Documentation indicating its registration to ISO 9001:2008; or
- b If the bidder is **not registered** to the ISO standards, examples of their quality management documentation and procedures which clearly indicate a systematic approach as required by Article 7.15.

2.8. Inspection and Test Plan

Before contract award and within **48 hours** of written notification by the Contracting Authority the Bidder may be required to provide for evaluation either:

- a Their draft Inspection and Test Plan applicable to this Solicitation; or,
- b Example Inspection and Test Plan documentation from a similar previous project.

2.9. Preliminary Project Schedule

Before contract award and within **48 hours** 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 will be reviewed with the Bidder after Contract Award.

2.10. Tables of Deliverable Requirements

2.10.1 Mandatory Deliverable Requirements

Notwithstanding deliverable requirements specified anywhere else within this bid solicitation and its associated Technical Specifications, the following are the only mandatory deliverables that must be submitted with the Bid 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 Document</u> Part 1 page 1 completed and signed	
2	Technical Bid: Completed Annex A <u>Technical Specification</u>	
3	Financial Bid: Completed Annex D <u>Financial Bid Presentation Sheet</u>	

2.10.2 Supporting Deliverable Requirements

If the following information which supports the bid is not submitted with the Bid; it will be requested by the Contracting Authority, and it must be provided within **48 hours** of the written request:

Item	Description	RFP PART & Article No:	Completed and Attached	To be forwarded if requested by the CA
1	Technical Bid Information	3.2		
2	Certifications (RFP Part 5)	3.4/Part 5		
3	Subcontractor List (if any)	2.6		
4	Quality Management Certification or documentation	2.7		
5	Inspection and Test Plan	2.8		
6	Preliminary Project Schedule	2.9		

2.10.3 Supplementary Deliverable Requirements

The following information, which supports the bid, may be requested by the Contracting Authority, and it must be provided within *five (5) days* of the written request:

Item	Description	RFP PART No:	Completed and Attached	To be forwarded if requested by the CA
1	Changes to Applicable Laws (if any)	2.4		
2	Financial Statements and information	6.2		
3	Proof of good standing with Worker's Compensation Board	6.3		
4	Either an Insurance Letter or proof of insurance coverage	6.4 or 7.12		
5	Contractor Contacts	7.5		

PART 3 - BID PREPARATION INSTRUCTIONS

3.1. Bid Preparation Instructions

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

Section I:	Technical Bid	One (1) copy
Section II:	Financial Bid	One (1) copy
Section III:	Certification Requirements	One (1) copy

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

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

- use 8.5 x 11 inch (216 mm x 279 mm) paper;
- use a numbering system that corresponds to the bid solicitation; and
- include the certifications as a separate section of the bid.

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 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

If bids are submitted by facsimile in accordance with 2003 Standard Instructions, Section 07(3) as modified under Part 2, Article 1, then the bid should be provided in the same three section format as for hard copies.

3.2 Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should verify their capability and describe their approach in a thorough and clear manner for carrying out the work

The Technical Bid must include, as a minimum, the following:

1. Written Response to this Request for Proposal:

- a) The Technical Bid should be concise and address, but not necessarily be limited to, all the mandatory points in the specification against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the requirement and under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed. If the Bidder is of the opinion that any of the required specification items cannot be achieved or the item, as written, would preclude them from submitting a bid, they are to inform the Contracting Authority as per Part 2, Article 3.
- b) The written response should incorporate and organize for presentation purposes the items requested at paragraphs 2, 3 and 4 following. It is recommended that all deliverables requested at Table 2.10.2 be incorporated into the written response.
- c) The written response may reference product brochures or other relevant information, provided however that such materials are attached.

2. Response copy of the Statement of Requirement - Annex A:

- a) The Bidder must include with their bid their response copy of the Statement of Requirement - Annex A, appropriately completing the "Bidder Proposal" column to indicate their compliance with all Mandatory Technical requirements.
- b) The Bidder should indicate how they address all Rated Technical requirements by appropriately completing the "Bidder Proposal" column on the Statement of Requirement - Annex A.
- c) See further instructions attached at Annex A.

3. Proposal Technical Drawings:

- a) The Bidder must provide detailed, scaled and dimensioned technical drawings of their proposal.
- b) The technical drawings should clearly indicate the proposed arrangement and structure in sufficient detail to demonstrate compliance with the requirements.

4. Supporting Calculations:

The Bidder must provide calculations which demonstrate their understanding of the forces associated with deployment of the vessels between two ships and the capacity of the vessels to withstand such forces.

3.3 Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet - Annex D.

3.4 Section III: Certification Requirements

Bidders must submit the certifications required in accordance with Part 5. If these certifications do not accompany the bid documents at the time of bid submission, they will be requested by the Contracting Authority as detailed in Part 2.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Responses to this Request for Proposal will first be examined to determine their compliance with the tables of mandatory bid deliverables including the mandatory certifications and financial bid as detailed in Parts 2, 5 and Annex D.

4.1.2 Any additional information which supports the bid will be requested as required by the Contracting Authority as indicated in Part 2.

4.1.3 Bidder's Technical Bid will then be examined to determine compliance with Mandatory Technical Requirements.

4.1.4 The evaluation team will then evaluate and score each compliant Bidder's proposal based on the technical merits of their proposal and award *Technical Points* in accordance with the evaluation plan given at Annex A. Proposals which do not achieve *Awarded Technical Points* of at least 70 % of the total available points [for example less than 140 points out of 200] will be declared non-responsive.

4.1.5 Each Bidder's *Evaluation Price Total* will be divided by their *Awarded Technical Points* providing a *Price per Point* ratio.

4.2. Basis of Selection - Lowest Price per Point

1. To be declared responsive, a bid must:
 - a) comply with all the requirements of the bid solicitation;
 - b) meet all mandatory technical evaluation criteria; and,
 - c) obtain the required minimum points for the technical evaluation criteria which are subject to point rating.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive bid with the lowest evaluated *Price per Point* will be recommended for award of a contract.

PART 5 - CERTIFICATIONS

5.1. General

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 the 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.

5.2. Mandatory Certifications Required Precedent to Contract Award

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.

2. 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.

3. 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..

5.3. Additional Certifications Precedent to Contract Award

The certification 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.

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

1. 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.
2. 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

PART 6 - SECURITY, FINANCIAL, AND OTHER REQUIREMENTS

6.1. Security Requirement.

There is no security requirement associated with the requirement.

6.2. Financial Capability Requirement

SACC Manual Clause A9033T Financial Capability 2012-07-16

6.3. 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 *5 days* 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.

6.4. Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex C and in Article 14 of 1028 Supplemental General Conditions, Ship Construction, Firm Price.

If the information is not provided in the bid, 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.

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1. Requirement

The Contractor must:

- a. Carry out the design, construction and delivery of TWO (2) PAINTERS RAFTS for the Department of National Defence - Queen's Harbour Master (QHM) in compliance with the Requirement attached at Annex A.
- b. Carry out any approved unscheduled work not covered in paragraph (a) above.

7.2. 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>.

7.2.1 General Conditions

2030 General Conditions - Higher Complexity Goods (2012-11-19), apply to and form part of the Contract. Section 22 of 2030, Warranty, is amended by Article 12 of 1028.

7.2.2 Supplemental General Conditions

1028 Ship Construction - Firm Price (2010-08-16), apply to and form part of the Contract.

7.3. Delivery

7.3.1 Delivery Date

Delivery of the Painters rafts and all other deliverables of the contract will be on or before _____ .(Dates to be entered by Contracting Authority when the Contract is awarded)

7.3.2 Destination (Delivery Address):

Esquimalt Graving Dock
825 Admirals Road
Esquimalt BC
Canada

7.3.3 Shipping Instructions - Delivery at Destination

Goods must be consigned to the Destination and Delivered Duty Paid (DDP) to Esquimalt BC, Incoterms 2000, for shipments from a commercial contractor.

7.3.4 Unloading and Acceptance

1. Contractor must make their own arrangements for offloading and launching the vessels at the Destination.
2. Contractor must provide sufficient equipment and personnel to permit safe unloading of the goods without the assistance of federal government personnel; excepting however that the Contractor may separately contract to the Esquimalt Graving Dock for provision of crange.
3. The Technical Authority reserves the right to perform final inspections upon delivery at Destination, both before unloading and after launching.
4. Final acceptance will be with the vessels afloat, stable and upright alongside the landing wharf at the Destination.

7.4. Authorities

7.4.1 Contracting Authority

The Contracting Authority for the Contract is:

Gregory D Anstey, Marine Acquisitions Specialist

Public Works and Government Services Canada

Pacific Region, Acquisitions, Marine

401-1230 Government Street

Victoria, BC V8W 3X4

Telephone: 250-363-0088

Facsimile: 250-363-3960

E-mail address: gregory.anstey@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.

7.4.2 Technical Authority

The Technical Authority for the Contract is:

Mr Doug Kimmitt

CFB Esquimalt

Stn Forces 17000

Victoria BC V9A 7N2

Telephone: 250-363-4950

E-mail address: doug.kimmitt@forces.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 matters 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.

7.4.3 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.

7.5. Contractor Contacts

Name and telephone numbers of the person responsible for:

General Enquiries:

Name: _____ Telephone Number: _____
Facsimile Number: _____ E-mail address: _____

Delivery Follow-up:

Name: _____ Telephone Number: _____
Facsimile Number: _____ E-mail address: _____

7.6. Payment

7.6.1 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 as specified in Annex B. Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

7.6.2 Method of Payment - Single Payment

SACC Manual Clause H1000C Single Payment 2008-05-12

7.6.3 Warranty Holdback

A warranty holdback of 3% will be applied to the final claim for payment. This holdback is payable by Canada upon the expiry of the first 90 days of the warranty period applicable to the Work. Goods and Services Tax or Harmonized sale Tax (GST/HST), as appropriate, is to be calculated and paid on the total amount of the claim before the 3 percent holdback

is applied. At the time that the holdback is released, there will be no GST/HST payable, as it was included in the previous payments.

7.6.4 SACC Manual Clauses

SACC Manual Clause C0711C	Time Verification	2008-05-12
SACC Manual Clause C6000C	Limitation of Price	2011-05-16
SACC Manual Clause H4500C	Lien - S 427 of Bank Act	2010-01-11

7.7. Invoicing Instructions

7.7.1 The Contractor must submit invoices in accordance with the information required in Section 13 of 2030 General Conditions Higher Complexity Goods and article 7.6.2 Method of Payment.

7.7.2 Invoicing Address:

Invoices are to be made out to:

Ms Joan Karpati
BUILDING: D211
CFB Esquimalt
Stn Forces 17000
Victoria BC V9A 7N2

Telephone: 250-363-2728
E-mail address: joan.karpati@forces.gc.ca

Forward original invoice for verification to:

Public Works and Government Services Canada
Acquisitions, Marine
401 - 1230 Government Street
Victoria, BC, V8W 3X4 Attention: Gregory D Anstey

7.8. Certifications

7.8.1 Compliance with the certifications and related documents 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 or 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.

7.9. Applicable Laws

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

7.10. 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 Supplemental General Conditions 1028 (2010-10-16) Ship Construction - Firm Price, as amended in Annex C;
- c. the General Conditions 2030 (2012-11-19) Higher Complexity - Goods;
- d. Annex A, Requirement;
- e. Annex B, Basis of Payment;
- f. Annex C, Insurance Requirements;
- g. the Contractor's bid dated _____ (*insert date of bid*), as amended _____ (*insert date(s) of amendment(s) if applicable*)

7.11. Defence Contract

SACC Manual clause A9006C Defence Contract

2012-07-16

7.12. Insurance Requirements

The Contractor must comply with the insurance requirements specified in the Supplemental General Conditions 1028, 2004-12-10, Ship Construction - Firm Price section 14 and Annex "C". The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. 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.

7.13. Sub-contracts and Sub-contractor List

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 Inspection Authority on pertinent stages of work to permit inspection when considered necessary by the Inspection Authority.

7.14. Project Schedule

No later than five (5) days after contract award, the preliminary schedule must be revised and expanded as necessary and resubmitted before commencement of the Work.

The Contractor must provide a detailed work schedule showing the commencement and completion dates for the Work in the available work period, including realistic target dates for significant events.

During the work period the schedule is to be reviewed on an ongoing basis by the Inspection Authority and the Contractor, updated when necessary, and available in the Contractor's office for review by Canada's authorities to determine the progress of the Work.

Production work schedules must be revised and must show the effect of progressed work and approved work arisings. Changes in scheduled completion dates due to unscheduled work will not be accepted except as negotiated under article 7.20 Procedures for Design Change or Additional Work.

7.15. ISO 9001:2008 - Quality Management Systems

In the performance of the Work described in the Contract, the Contractor must comply with the requirements of:

ISO 9001:2008 - Quality management systems - Requirements, published by the International Organization for Standardization (ISO), current edition at date of submission of Contractor's bid with the exclusion of the following requirement:

7.3 Design and development

It is not the intent of this clause to require that the Contractor be registered to the applicable standard; however, the Contractor's quality management system must address each requirement contained in the standard.

Assistance for Government Quality Assurance (GQA):

The Contractor must provide the Inspection Authority with the accommodation and facilities required for the proper accomplishment of GQA and must provide any assistance required by the Inspection Authority for evaluation, verification, validation, documentation or release of product.

The Inspection Authority must have the right of access to any area of the Contractor's or Subcontractor's facilities where any part of the Work is being performed. The Inspection Authority must be afforded unrestricted opportunity to evaluate and verify Contractor conformity with Quality System procedures and to validate product conformity with contract requirements. The Contractor must make available, for reasonable use by the Inspection Authority, the equipment necessary for all validation purposes. Contractor personnel must be made available for operation of such equipment as required.

When the Inspection Authority determines that GQA is required at a subcontractor's facilities, the Contractor must provide for this in the purchasing document and forward copies to the Inspection Authority, together with relevant technical data as the Inspection Authority may request.

The Contractor must notify the Inspection Authority of non-conforming product received from a subcontractor when the product has been subject to GQA.

7.16. Inspection and Test Plan

The Contractor must implement an approved Inspection and Test Plan (ITP).

The Contractor must provide at no additional cost to Canada, all applicable test data, all Contractor technical data, test pieces and samples as may reasonably be required by the Inspection Authority to verify conformance to contract requirements. The Contractor must forward at his expense such technical data, test data, test pieces and samples to such location as the Inspection Authority may direct.

7.17. Trade Qualifications

The Contractor must use qualified, certificated (if applicable) and competent tradespeople and supervision to ensure a uniform high level of workmanship. The Inspection Authority may request to view and record details of the certification and/or qualifications held by the Contractor's tradespeople. This request should not be unduly exercised but only to ensure qualified tradespeople are on the job.

7.18. Environmental Protection

The Contractor and its sub-contractors engaged in the Work on a Canadian Government vessel must carry out the Work in compliance with applicable municipal, provincial and federal environmental laws, regulations and industry standards.

In addition, if the Work is to take place at the PWGSC Esquimalt Graving Dock (EGD), then the Contractor must also comply with the EGD Environmental Best Management Practices, current issue, at the time of the Contract.

The Contractor must have detailed procedures and processes for identifying, removing, tracking, storing, transporting and disposing of all potential pollutants and hazardous material encountered, to ensure compliance as required above.

All waste disposal certificates are to be provided to the Inspection Authority, with information copies sent to the Contracting Authority. Furthermore, additional evidence of compliance with municipal, provincial and federal environmental laws and regulations is to be furnished by the Contractor to the Contracting Authority when so requested.

The Contractor must have environmental emergency response plans and/or procedures in place. Contractor and subcontractor employees must have received the appropriate training in emergency preparedness and response. Contractor personnel engaging in activities which may cause environmental impacts or potential non compliance situations, must be competent to do so on the basis of appropriate education, training, or experience.

7.19. Licensing

The Contractor must obtain and maintain all permits, licenses and certificates of approval required for the Work to be performed under any applicable federal, provincial or municipal legislation. The Contractor is responsible for any charges imposed by such legislation or regulations. Upon request, the Contractor must provide a copy of any such permit, license or certificate to Canada.

7.20. Workers Compensation

SACC Manual Clause A0285C Workers Compensation 2007-05-25

Solicitation No. - N° de l'invitation

W0103-13K100/A

Amd. No. - N° de la modif.

File No. - N° du dossier

XLV-2-35169

Buyer ID - Id de l'acheteur

xl1v151

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

W0103-13QK100

CCC No./N° CCC - FMS No/ N° VME

ANNEX A - REQUIREMENT

The Technical Specifications and Evaluation Plan are combined into a Technical Statement of Requirement (TSOR) which is presented as a separate electronic document entitled:

W0130-13K094_Painter-Raft_TSOR_Rev0.pdf

To obtain a full copy of the Specifications, Bidders must request the Package in writing from the Contracting Authority in Article 7.5.1.

ANNEX B - BASIS OF PAYMENT

Remark to the Bidders: Annex B will form the Basis of Payment for the resulting contract and should not be filled in at the bid submission stage.

B1 Contract Price

a.	Known Work For work as stated in Part 7 article 1, and Specified in Annex A for a FIRM PRICE of:	\$_____X_____
b.	Delivery TO location noted in Esquimalt BC for a FIRM PRICE of:	\$_____X_____
c.	Sub-Total (a + b) for a FIRM PRICE of:	\$_____X_____
d.	GST/HST Estimated at (12 %) of Line c.	\$_____X_____
e.	Total Firm Price GST/HST Included [c + d]: For a FIRM PRICE of :	\$_____X_____

B2 Unscheduled Work**1. Price Breakdown:**

The Contractor must, upon request, provide a price breakdown for all unscheduled work, by specific activities with trades, person-hours, material, subcontracts and services.

2. Pro-rated Prices:

Hours and prices for unscheduled work will be based on comparable historical data applicable to similar work at the same facility, or will be determined by pro-rating the quoted work costs in the Contract when in similar areas of the vessel.

3. Payment for Unscheduled Work:

The Contractor will be paid for unscheduled work arising, as authorized by Canada.

The authorized unscheduled work will be calculated as follows:

Number of hours (to be negotiated) X \$_____, being the Contractor's firm hourly charge-out labour rate which includes overhead and profit, plus net laid-down cost of materials to which will be added a mark-up of 10 percent, plus Goods and Services Tax or Harmonized Sales Tax, if applicable, calculated at 10% percent 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 term of the Contract and any subsequent amendments.

ANNEX C - INSURANCE REQUIREMENTS

C1 Commercial General Liability

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$5,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability Insurance policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. 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.
 - d. 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.
 - e. 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.
 - f. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - g. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - h. Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - i. 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.
 - j. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - k. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

ANNEX D - FINANCIAL BID PRESENTATION SHEET

D0 Proposed Work Location: Contractor's Facility _____

D1 Evaluation of Price

The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded:

a.	Known Work For work as stated in Part 1 article 1.2, specified in Annex A for a FIRM PRICE of:	\$ _____
b.	Delivery, DDP to destination (Esquimalt BC) complete with unloading: for a FIRM PRICE of:	\$ _____
c.	EVALUATION PRICE GST/HST Excluded (a + b) For an EVALUATION PRICE of:	\$ _____

D2 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."

D3 Mandatory Delivery Period

While the delivery of the goods and all deliverables to destination is requested to be on or before **8 March 2012** the best delivery which can be offered is:

_____ weeks after Receipt of Order (ARO). It is MANDATORY that delivery period be not greater than **10** weeks.