

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving - PWGSC / Réception des
soumissions - TPSGC
11 Laurier St. / 11, rue Laurier
Place du Portage, Phase III
Core 0A1 / Noyau 0A1
Gatineau
Québec
K1A 0S5
Bid Fax: (819) 997-9776

**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 MARINE HYDRAULIC HIGHWAY TRAILER	
Solicitation No. - N° de l'invitation F7047-120011/A	Date 2012-11-15
Client Reference No. - N° de référence du client F7047-120011	
GETS Reference No. - N° de référence de SEAG PW-\$\$MC-017-23337	
File No. - N° de dossier 017mc.F7047-120011	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-01-08	Time Zone Fuseau horaire Eastern Standard Time EST
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: Lamothe, Brenda	Buyer Id - Id de l'acheteur 010mc
Telephone No. - N° de téléphone (819) 956-5056 ()	FAX No. - N° de FAX (819) 956-0897
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

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

Ship Construction, Refit and Related Services/Construction navale, Radoubs et services connexes
11 Laurier St. / 11, rue Laurier
6C2, Place du Portage
Gatineau
Québec
K1A 0S5

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 Schedules and Annexes as follows:

- Part 1 General Information: provides a general description of the requirement;
- 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 instructions, 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 specific requirements that must be addressed by Bidders;
- 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 Schedules and Annexes as listed in the Table of Contents.

1.2 REQUIREMENT OVERVIEW

- 1.2.1 The Canadian Coast Guard has requirement to procure One (1) Marine Hydraulic Highway Trailer. The requirement includes all associated Work and services described herein including the Technical Statement of Requirements attached at Annex "A" and all approved unscheduled Work not described above.

Pursuant to section 01 of Standard Instructions 2003 and 2004, Bidders must submit a complete list of names of all individuals who are currently directors of the Bidder. Furthermore, as determined by the Special Investigations Directorate, Departmental Oversight Branch, each individual named on the list may be requested to complete a Consent to a Criminal Record Verification form.

1.3 DELIVERY AND PROVISIONAL ACCEPTANCE SCHEDULE

1.3.1 Marine Hydraulic Highway Trailer

The successful Bidder (Contractor) shall deliver the Marine Hydraulic Highway Trailer. The Trailer must be ready for Acceptance by Canada at the delivery points named in this RFP, having achieved Provisional Acceptance at the Contractor's facility prior thereto. Provisional Acceptance means, successful Provisional Acceptance at the Contractor's facility, that is, complete in all respects ready for shipping with all respective tests and trials and demonstrations and certifications successfully completed to the satisfaction of the Inspection Authority (IA), Contracting Authority (CA) and Technical Authority (TA) and in accordance with the Contract.

The Contractor shall deliver for Acceptance by Canada (Provisional Acceptance having been achieved prior thereto) as follows: (Bidder is to complete the dates in its Technical Bid 1 (see 3.1.2); however the delivery is requested on or before the 15 March 2013.

- a) One (1) Marine Hydraulic Highway Trailer shall be delivered to Fisheries and Oceans / Canadian Coast Guard, 867 Lakeshore Road, Burlington, Ontario Canada L7R 4A6 is requested on or before the 15 March 2013.

1.4 SECURITY REQUIREMENT

There is no security requirement associated with this requirement.

1.5 AGREEMENTS AND POLICIES

The requirement is exempt from the World Trade Organization Agreement on Government Procurement (WTO-AGP). The requirement is subject to the Agreement on Internal Trade (AIT) and the North American Free Trade Agreement (NAFTA).

Government Contract Regulations do apply.

1.6 Government Supplied - NOT USED

1.7 Communications Notification

As a courtesy, the Government of Canada requests that successful bidders notify the Contracting Authority in advance of their intention to make public an announcement related to the award of a contract.

1.8 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 issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website:

<http://sacc.pwgsc.gc.ca/sacc/>.

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 Standard Instructions - Goods or Services 2003 - Competitive Requirements (2012-07-11) are incorporated by reference into and form part of the bid solicitation.

Bidders should provide, with their bid or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has 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 provide such a list within the required time frame will render the bid non-responsive. Bidders must always submit the list of directors before 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/formulaire-forms-eng.html>) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

The text under Subsection 5 of Section 01 - Code of Conduct and Certifications - Bid of 2003 referenced above is replaced by:

The Bidder must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the bid, and must also provide Canada, when requested, with the corresponding Consent Forms. The Bidder will also be required to diligently maintain the list and when requested, provide Consent Forms during the period of any contract arising from this bid solicitation.

2.2 SACC Manual Clauses:

Commercial General Liability Insurance G2001C 2008-05-12

2.3 SUBMISSION OF BIDS

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

Bids will NOT be opened publicly.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

2.4 ENQUIRIES - BID SOLICITATION

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Potential Bidders should reference as accurately as possible the Section and 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 potential Bidder do so, so that the proprietary nature of the question is eliminated, and the response can be provided to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 APPLICABLE LAWS

Any resulting Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Bidders may 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, the Bidder acknowledges that the applicable laws specified are acceptable.

2.6 BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY

The Canadian Coast Guard and The Department of Fisheries and Oceans has determined that any intellectual property rights arising from the performance of

the Work under the resulting contract will belong to Canada, on the following grounds:

- a) where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

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: RFP Response and Certifications (3 hard copies)

Section II: Technical Bid (2 hard copies)

Section III: Financial Bid (1 hard copies)

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 are encouraged to :

- 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.

It is the sole responsibility of Bidders to provide sufficient information to adequately assess its proposal.

Signature of Proposal by Bidder:

- (a) Canada requires that each Proposal be signed by the Bidder or by an authorized representative of the Bidder. Bidders' proposals shall be properly signed when submitted at bid closing.

- (b) Bidders can sign their Proposals by signing the front page of this solicitation, or by submitting a Proposal letter with their proposal.

Cross-Referencing

Each volume of the Bidder's Proposal should be written to the greatest extent possible on a stand-alone basis so that its contents may be evaluated with minimum of cross-referencing to other volumes of the Proposal. Cross-referencing within a proposal volume is permitted where its use would conserve space without impairing clarity.

Mandatory

The mandatory requirements of the Solicitation are, unless stated otherwise, signified by the words "shall" or "must" or "will" or "is required" or by the phrase "are to" or "is to".

Each Bidder shall comply with every mandatory requirement of this Solicitation. In the event any Bidder fails to comply with any mandatory requirement of this Solicitation, its Bid shall be deemed to be non-responsive and will not be given any further consideration.

Proprietary Information

All information regarding the terms and conditions, financial and technical aspects of the Bidder's Proposal, which in its opinion, are of a proprietary or confidential nature should be clearly marked "PROPRIETARY" or "CONFIDENTIAL" at the relevant clause, page or section.

3.1.1 SECTION I: RFP RESPONSE AND CERTIFICATIONS

In the RFP Response, bidders must describe and provide the information requested below:

- 1) Trailer Construction Experience

The Bidder shall provide objective evidence that it has a proven capability in the construction of trailers of this size, type and complexity which is the subject of this RFP, by providing a detailed list of such trailers it has built within the last two (2) years.

If the Bidder is a joint venture, the requirement for Trailer Construction Experience must be met by the member of the joint venture who will construct the Marine Hydraulic Highway Trailer.

2) Marine Drafting and Engineering Capability - NOT USED

3) Contractor Quality Assurance System - NOT USED

4) Other Requirements

The Bidder shall include all other requirements not part of the Technical or Financial bid, including

(i) the full legal name of the Bidder or the Joint Venture information;

(ii) Contractor Point of Contact

Bidders shall provide the name of a company representative, their phone number, facsimile number and email address, to be the contact person in the event that clarification of the proposal is required.

(iii) an Equipment, Material, and Services Source List and Subcontractors List.

Bidders shall address their proposed Equipment, Material, Services Source List and Subcontractors List in the format provided at Annex "D". The Bidders proposed Equipment, Material, and Services Source List and Subcontractors List shall form part of the Contract that may result from this RFP. No changes shall be made to these lists unless specifically requested by Canada in which case the Design Change procedure will apply.

In accordance with 2030 General Conditions - Higher Complexity - Goods (2012-07-16), Article 05, "Conduct of the Work": *Bidders are reminded that their submission of proposed "Equipment, Material, Services Source and Subcontractors List" shall not relieve the Contractors of the obligation to supply equipment which shall fully conform to the Contract*

5) Certifications

Bidders must submit the certifications required under PART 5.

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 contract award. The Contracting Authority has the right to ask for additional information to verify the Bidder's compliance with any 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 or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive

3.1.2 SECTION II: TECHNICAL BID

In their technical proposal, the Bidder must demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. The Technical Proposal shall contain a comprehensive description of the Marine Hydraulic Highway Trailer and equipment to be supplied and installed in accordance with the Specification and requirements contained herein.

The technical proposal must address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

1) Project Schedule and Delivery Dates

As part of its technical bid, the Bidder must propose its preliminary project schedule, in MS Project format or equivalent. The project schedule must be reasonable and feasible and shall include the Bidder's work breakdown structure.

The project schedule shall include scheduling of main activities and indicate dates for the main events, including all milestone listed in the milestone schedule, attached as Schedule B.

3.1.3 SECTION III: FINANCIAL BID

The Bidders shall submit their firm prices, and firm rates by completing all sections of Schedule "A", Detailed Cost Breakdown, The Price Proposal must include a price for every line item in Schedule "A" Detailed Cost Breakdown. All prices must be in Canadian dollars, Canadian customs duty and excise tax included, (delivered

Duty Paid INCO Terms 2000) to Canada to delivery points identified in the RFP, GST and HST extra, as applicable.

The Financial Proposal shall not be attached to or contained within the Technical Proposal and prices must not appear in any other area of the proposal except the Financial Proposal.

Exchange Rate Fluctuation Date

1. Unless otherwise specified in the bid solicitation, bids must be in Canadian currency.
2. Bidders may request Canada to assume the risk for exchange rate fluctuation. This request must be specifically made at time of bidding.
3. The foreign currency component is defined as the element of the price that will be directly affected by exchange rate fluctuations. It could include the net price FOB foreign manufacturer's plant, costs associated with applicable duty, excise tax, Goods and Services Tax or Harmonized Sales Tax, if applicable, entry fees, transportation costs or delivery charges payable in a foreign currency, and any other charges associated with being the importer of record if they originated from and are required to be paid in a foreign currency.
4. The foreign value of the foreign currency component of the bid or negotiated price must be provided in the bid. Form PWGSC-TPSGC 9411, Claim for Exchange Rate Adjustments, may be used for this purpose. If milestone payments are proposed, it is recommended to indicate on the above form the foreign currency component associated with each milestone event.
5. All bids are evaluated in Canadian currency. Therefore, for evaluation purposes, the noon rate quoted by the Bank of Canada as being in effect on date of bid closing, or such other date as may be specified in the bid solicitation, will be applied as the initial conversion factor for the specified currency. (Column 3 of the above form will be completed by the Contracting Authority.)
6. Rates proposed by bidders will not be accepted for the purposes of this exchange rate adjustment provision.
7. If there are two (2) identical bids, and provided that the bid selected would still be considered the most advantageous to Canada, preference will be given to the Bidder who assumes all or part of the exchange rate adjustment risk over a bidder who does not assume any of this risk. Furthermore, preference will be given to the Bidder who assumes all of the exchange rate adjustment risk over a bidder who assumes only part of this risk.

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Amd. No. - N° de la modif.

File No. - N° du dossier

017mcF7047-120011

Buyer ID - Id de l'acheteur

017mc

CCC No./N° CCC - FMS No/ N° VME

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8. Canada will pay the exchange rate adjustment amount in Canadian currency using the prevailing noon rate on the date of payment by Canada or, as applicable, in accordance with one of the following clauses: C3020C.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 EVALUATION PROCEDURES

Canada will evaluate Bids in accordance with the entire requirement of this Solicitation, including the technical RFP response and financial evaluation criteria specified herein and in accordance with the RFP Bid Evaluation Plan attached to this Solicitation as Annex "E".

The evaluation will include the mandatory criteria identified herein and in Annex "E" Bid Evaluation Plan. To be considered responsive, a proposal must meet all the mandatory requirements of the RFP. Failure to meet any mandatory requirement will result in the Bidder's Proposal being declared non-compliant. Non-compliant proposals will be given no further consideration.

During the bid evaluation phase and upon Canada's request, the Bidder will allow Canada to conduct a verification of any aspect of the Bidder's Proposal, which may include but not be limited to Bidder's legal status, facilities and technical, financial and managerial capabilities to fulfil the requirements stated in this Solicitation. This verification may also include a visit to the facilities of the Bidder and/or its subcontractors. Should this information not be provided by the Bidder in a timely manner, the bid will be deemed not compliant. The various phases of the evaluation of the proposals may be completed concurrently to ensure completion of the evaluation in a timely fashion.

Except as specifically provided otherwise in this Solicitation, Canada will evaluate a Bidder's Proposal on the documentation provided as part of that Proposal. References in a Proposal to additional information not submitted with the Proposal, such as:

- (a) website addresses where additional information can be found;
- (b) technical manuals or brochures not submitted with the proposal; or
- (c) existing standing offers, supply arrangements or contracts with the Government of Canada will not be considered.

An evaluation team comprised of representatives of Canada will evaluate the bids.

Section I: RFP Response

In order to be compliant, the Bidder's proposal must, to the satisfaction of Canada, meet all requirements and provide all information required under Part 3, Section I - RFP Response.

Section II: Technical Bid

Mandatory evaluation criteria are included in the RFP Bid Evaluation Plan attached to this Solicitation as Annex "E".

Section III: Financial Bid

In order to be compliant, the Bidder's proposal must, to the satisfaction of Canada, meet all requirements and provide all information required under Part 3, Section III - Financial Bid.

4.2 BASIS OF SELECTION

- 4.2.1 Of those bids that comply with all the mandatory requirements, the bid with the lowest total bid price for the trailer, namely the Marine Hydraulic Highway Trailer will be recommended for award of Contract.
- 4.2.2 The calculation of the total bid price for the purposes of evaluation is shown in Schedule "A", Detailed Cost Breakdown.
- 4.2.3 Bidders should note that all contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed Contract. Notwithstanding that a Bidder may have been recommended for award of Contract, issuance of any Contract will be contingent upon internal approval in accordance with Canada's policies. If such approval is not given, no Contract will be awarded.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications 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 or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

5.1 Code of Conduct Certifications - Certifications Required Precedent to Contract Award

1.1 Bidders should provide, with their bid or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Bidders must submit the list of directors before contract award, failure to provide such a list within the required time frame will render the bid non-responsive.

The Contracting Authority 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 named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

5.2 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.

(Name of Bidder)

Per _____

Signature & Title

5.3. WELDING:

It is a requirement of this RFP that the Bidders must provide evidence of certification in for the current year for their shipyard with their bids and agree to maintain certification, until completion of the project, by the Canadian Welding Bureau (CWB) to CSA Standard W47.2: "Certification of Companies for Fusion Welding Aluminium".

The Bidder hereby attaches the following applicable information with the bid:

- (a) Proof of certification to CSA Standard W47.2 for the current year; and
- (b) Proof of CWB currently approved welding procedure specifications and supporting welding data sheets to construct the boats to project welding requirements; and
- (c) Proof of employed or sub-contracted inspection personnel are currently certified to CSA Standard W178.2; and
- (d) Proof of employed welders currently certified to CSA Standard W47.2; and
- (e) Proof of employed welding supervisors currently certified to CSA Standard W47.2; or
- (f) Proof of capability to obtain as and when required personnel currently certified / approved to the standards identified in (c) and (d) and (e) above.

The Bidder agrees to maintain currently certified personnel or confirm capability to obtain currently certified personnel for all of the above for the duration of the Contract.

(Name of Bidder)

Per _____
Signature & Title

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 agrees to provide with the bid, a certificate or letter from the applicable Workers' Compensation Board confirming that the Bidder's account is in good standing. Failure to comply with the request may result in the bid being declared non-responsive.

(Name of Bidder)

Per _____

Signature & Title

5.5 Compliance with Mandatory Requirements

In addition to demonstrating compliance with the mandatories as required in the RFP Bid Evaluation Plan, each Bidder shall signify its compliance with all of the mandatory requirements of this Solicitation in the following way:

Each Bidder shall sign the following statement:

_____(company or joint venture) represents and warrants that it complies without deviation with all of the mandatory requirements of the Solicitation. Furthermore, it represents and warrants that it has accepted, without deviation, all other terms and conditions and processes of the Solicitation except as explicitly permitted in the Solicitation.

(Name of Bidder)

Per _____

Signature & Title

5.6 Labour Agreement

Where the Bidder has a labour agreement, or other suitable instrument, in place with its unionized labour, and where such labour agreement or instrument is scheduled to expire during the period of the Contract, the Bidder represents that negotiations and good faith bargaining have commenced at least six (6) months in advance of the labour agreement expiry. The Bidder further represents and warrants that it will take all appropriate actions to ensure a continuous valid labour agreement, with all its workers, for the duration of the Contract.

The Bidder hereby provides the following documentation as part of its bid:

- a) List of all labour unions at Bidder's facilities; and

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-
- b) List the number of labour agreements in force with these unions and provide copies of all labour agreements in force; or
 - c) Statement that there are no labour unions at the bidder's facility.

Bidder acknowledges and agrees that it is a Prerequisite condition for Contract award:

Documentary evidence of the agreement or suitable instrument must be provided on or before bid closing date.

Per

(Name of Bidder)

Signature & Title

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 SECURITY REQUIREMENT

This document and resulting Contract are unclassified and no classified information is anticipated to be involved in this requirement.

6.2 FINANCIAL CAPABILITY

1. Financial Capability Requirement: The Bidder must have the financial capability to fulfill this requirement. To determine the Bidder's financial capability, the Contracting Authority may, by written notice to the Bidder, require the submission of some or all of the financial information detailed below during the evaluation of bids. The Bidder must provide the following information to the Contracting Authority within fifteen (15) working days of the request or as specified by the Contracting Authority in the notice:

- (a) Audited financial statements, if available, or the unaudited financial statements (prepared by the Bidder's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Bidder's last three fiscal years, or for the years that the Bidder has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).
- (b) If the date of the financial statements in (a) above is more than five months before the date of the request for information by the Contracting Authority, the Bidder must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Contracting Authority requests this information.
- (c) If the Bidder has not been in business for at least one full fiscal year, the following must be provided:
 - (i) the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and
 - (ii) the last quarterly financial statements (consisting of

a Balance Sheet and a year-to-date Income Statement)
as of two months before the date on which the
Contracting Authority requests this information.

- (d) A certification from the Chief Financial Officer or an authorized signing officer of the Bidder that the financial information provided is complete and accurate.
- (e) A confirmation letter from all of the financial institution(s) that have provided short-term financing to the Bidder outlining the total of lines of credit granted to the Bidder and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Contracting Authority requests this information.
- (f) A detailed monthly Cash Flow Statement covering all the Bidder's activities (including the requirement) for the first two years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Bidder's major sources and amounts of cash and the major items of cash expenditures on a monthly basis, for all the Bidder's activities. All assumptions made should be explained as well as details of how cash shortfalls will be financed.
- (g) A detailed monthly Project Cash Flow Statement covering the first two years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Bidder's major sources and amounts of cash and the major items of cash expenditures, for the requirement, on a monthly basis. All assumptions made should be explained as well as details of how cash shortfalls will be financed.

2. If the Bidder is a joint venture, the financial information required by the Contracting Authority must be provided by each member of the joint venture.

3. If the Bidder is a subsidiary of another company, then any financial information in 1. (a) to (f) above required by the Contracting Authority must be provided by the ultimate parent company. Provision of parent company financial information does not satisfy the requirement for the provision of the financial information of the Bidder, and the financial capability of a parent cannot be substituted for the financial capability of the Bidder itself unless an agreement by the parent company to sign a Parental

Guarantee, as drawn up by Public Works and Government Services Canada (PWGSC), is provided with the required information.

4. Financial Information Already Provided to PWGSC: The Bidder is not required to resubmit any financial information requested by the Contracting Authority that is already on file at PWGSC with the Cost and Price Analysis Group of the Policy, Risk, Integrity and Strategic Management Sector, provided that within the above-noted time frame:

- a) the Bidder identifies to the Contracting Authority in writing the specific information that is on file and the requirement for which this information was provided; and
- b) the Bidder authorizes the use of the information for this requirement.

It is the Bidder's responsibility to confirm with the Contracting Authority that this information is still on file with PWGSC.

5. Other Information: Canada reserves the right to request from the Bidder any other information that Canada requires to conduct a complete financial capability assessment of the Bidder.

6. Confidentiality: If the Bidder provides the information required above to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as permitted by the Access to Information Act, R.S., 1985, c. A-1, Section 20(1) (b) and (c).

7. Security: In determining the Bidder's financial capability to fulfill this requirement, Canada may consider any security the Bidder is capable of providing, at the Bidder's sole expense (for example, an irrevocable letter of credit from a registered financial institution drawn in favour of Canada, a performance guarantee from a third party or some other form of security, as determined by Canada).

6.4 INSURANCE REQUIREMENTS

The Bidder must provide within five (5) working days of a request therefor from the Contracting Authority, 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 and will be insured in accordance with the Insurance Requirements specified in Annex "F".

Canada requires a firm commitment with respect to the insurance such as "We hereby confirm that we, (name of insurance company) will provide all necessary insurance requirements for our client, (name of Bidder) as requested in the Marine Hydraulic

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Highway Trailer project requirements and in Annex "F" in the event that (name of Bidder) is awarded the Contract." An authorized representative of the company must sign the letter and indicate their position in the company.

PART 7 - RESULTING CONTRACT CLAUSES

1.0 REQUIREMENT

- 1.1 The Contractor must perform the Work in accordance with this Contract and in particular the Specification at Annex "A" and the Contractor's proposal dated _____. The Work includes the construction from a proven design, outfit, tests, trials, demonstration, certification, and delivery of one (1) Marine Hydraulic Highway Trailer plus authorized additional work and all other Work specified herein.

The Marine Hydraulic Highway Trailer shall be delivered to Canada, at Fisheries and Oceans / Canadian Coast Guard, 867 Lakeshore Road, Burlington, Ontario Canada, L7R 4A6 Delivered duty paid requested on or before March 15 2013, in accordance with Article 4.0 of the Contract.

- 1.2 Or Equivalent (Or Equal) Material or Equipment

Trade names or specific manufacturers identified herein and followed by "or equivalent" or "or equal" are intended to describe the desired qualities and construction of the articles or materials but not to exclude any makes not so named. The Contractor may propose the substitution of articles or materials similar in design, quality and construction to that specified and suitable for the duty required. When proposing such substitutions for acceptance by Canada, the Contractor shall submit data substantiating the claim for equality to the Contracting Authority for review and acceptance by Canada. In order for the proposed item to be acceptable it must be of the same 'form, fit and function', and fully meet the performance requirements established herein and be suitable for marine service.

Where no "or equivalent" or "or equal" follows a Trade name or specific manufacturer, it identifies equipment which is standard to the Canadian Coast Guard and shall be the equipment to be used.

2.0 STANDARD CLAUSES AND CONDITIONS

2.1 Standard Acquisition 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/>.

2.2 General Conditions

1. 2030 General Conditions - Higher Complexity - Goods (2012-07-16) apply to and form part of the Contract.

Paragraph 22 is inserted as follows:

All claims by Canada pursuant to this section will be made in accordance with the Warranty Claim Procedure attached as Annex "C" to the Contract.

- 2.2.1** The text under Subsection 4 of Section 43 - Code of Conduct and Certifications - Contract of 2030 referenced above is replaced by:
During the entire period of the Contract, the Contractor must diligently update, by written notice to the Contracting Authority, the list of names of all individuals who are directors of the Contractor whenever there is a change. As well, whenever requested by Canada, the Contractor must provide the corresponding Consent Forms.

2.3 Supplemental General Conditions

1. 1031-2 - Contract Cost Principles (2012-07-16) apply to and form part of the Contract.
2. 4007 - Canada to Own Intellectual Property Rights in Foreground Information (2010-08-16) apply to and form part of the Contract.

3.0 AUTHORITIES

3.1 Contracting Authority

The Contracting Authority is:

Department of Public Works and Government Services Canada
Marine Systems, Marine Sector
Brenda Lamothe
11 Laurier Street, Phase III, PDP, 6C2
Gatineau, PQ K1A 0S5
Attention: Brenda Lamothe
Telephone: (819) 956-6297
Email: brenda.lamothe@pwgsc.gc.ca

The Contracting Authority is responsible for all matters pertaining to 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.

3.2 Inspection Authority

The Inspection Authority is a member of the Canadian Coast Guard, Marine and Technical Services, Department of Fisheries and Oceans Canada who for the purposes of this Contract is the Inspector responsible for inspection of the Work and acceptance of the finished Work under this Contract. The Inspection Authority will be represented on-site by an assigned On-Site Inspector and such other departmental inspectors who will from time to time be assigned in support of this Inspector. The lead Inspector is:

Department of Fisheries & Oceans Canada
200 Kent Street,
Ottawa, Ontario
K1A 0E6
Attention: TBD
Telephone:
Email:

3.3 Technical Authority

The Technical Authority is:

Department of Fisheries and Oceans Canada
Canadian Coast Guard
200 Kent Street
Ottawa, Ontario K1A 0E6

Attention: TBD
Telephone:
Email:

The Technical Authority named above 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.

3.4 Delegation

Each of the Authorities referred to above may from time to time delegate its responsibilities in whole or in part under this Contract and may act through its authorized representative. To be effective, such delegation shall be in writing specifying the nature and extent of the authority given, the name of the representative, with a copy delivered to the Contractor by the Contracting Authority, it being understood that a person to whom responsibilities have been delegated cannot further delegate such responsibilities.

3.5 Contractor Project Manager / Representative

The Contractor shall, by written notice to the Contracting Authority, designate the person or persons who may act on behalf of and with the authority of the Contractor under this Contract. The Contractor's designated person or persons shall have the right to delegate their authority and to act through their duly appointed representative. To be effective, such delegation shall be in writing specifying the nature and extent of the authority given, the name of the representative, with a copy delivered to Canada through the Contracting Authority, it being understood that a person to whom responsibilities have been delegated cannot further delegate such responsibilities.

4.0 DELIVERY AND ACCEPTANCE

4.1 Marine Hydraulic Highway Trailer

The Contractor shall deliver the Marine Hydraulic Highway Trailer and ready for Acceptance by Canada at the delivery points named in this Contract, having achieved Provisional Acceptance at the Contractor's facility prior thereto.

Provisional Acceptance means, successful Provisional Acceptance at the Contractor's facility, that is, complete in all respects ready for shipping with all respective tests and trials and demonstrations and certifications successfully completed to the satisfaction of the Inspection Authority (IA), Contracting Authority (CA) and Technical Authority (TA) and in accordance with the Contract.

After successful Provisional Acceptance at the Contractor's facility, the Contractor shall deliver for Acceptance by Canada

(a) the Marine Hydraulic Highway Trailer is requested on or before 15 March 2013 to the Fisheries and Oceans / Canadian Coast Guard, 867 Lakeshore Road, Burlington, Ontario, L7R 4A6.

- 4.2 Upon completion of all tests and trials specified in Annex A, the Contractor shall submit a certificate of Provisional Acceptance in a format specified by Canada, to be signed by the authorized representative of the Contractor, the Inspection Authority and the Contracting Authority. In addition, the Inspection Authority will prepare a final list of all outstanding Work items (including non-conformance reports) for review at the Provisional Acceptance Conference and attached to the Provisional Acceptance certificate as an appendix. The list of outstanding Work shall be reviewed to determine if the Marine Hydraulic Highway Trailer (s) is/are fully operational for their intended service to the satisfaction of Canada. Upon receipt of a signed copy of the Provisional Acceptance certificate by the Contracting Authority, the Contractor shall proceed with delivery of the trailer (s) to the specified location for Acceptance by Canada.
- 4.3 Each outstanding Work item on the list referred above shall have a price determined in accordance with the following: the higher of twice the cost for the outstanding Work to be completed by the Contractor, or twice the cost for the outstanding Work to be completed as quoted by a third party, and that amount shall be deducted from any payment otherwise due.
- 4.4 It is understood and agreed that where the Work has been substantially completed and the parties have agreed upon the terms and conditions for the Contractor to make good all deficiencies, the certificate may be executed with a statement attached concerning the making good of the deficiencies.
- 4.5 Acceptance of the Marine Hydraulic Highway Trailer by the Minister shall occur with a written execution of a certificate in accordance with form PWGSC-TPSGC 1105, with evidence satisfactory to Canada that the Trailer has successfully completed all Tests and Trials and Demonstrations and Certification. The execution of the Certificate shall in no way relieve the Contractor of its obligations under the Contract.
- 5.0 SCHEDULE OF CONSTRUCTION DRAWING SUBMISSION DURING CONSTRUCTION PHASE - NOT USED**
- 6.0 DESIGN CHECK - NOT USED**
- 7.0 SCHEDULE OF PURCHASING DURING CONSTRUCTION PHASE - NOT USED**

-
- 8.0 MARKING - NOT USED**
- 9.0 LABELING - NOT USED**
- 10.0 NOT USED**
- 11.0 PRODUCTION SCHEDULE - NOT USED**
- 12.0 DRAWINGS AND PURCHASE ORDERS DURING CONSTRUCTION PHASE - NOT USED**
- 13.0 "AS-FITTED DRAWINGS" AND RECORDS - NOT USED**
- 14.0 Boat - ACCESS BY CANADA - NOT USED**
- 15.0 WORK SITE ACCESS - NOT USED**
- 16.0 ADDITIONAL WORK INCLUDING DESIGN CHANGE**
- 16.1 The Contractor hereby acknowledges that Canada may require the Contractor to perform additional Work at any time and from time to time, during this Contract over and above the Work identified at Article 1. The additional Work could include but not be limited to:
- (a) Additions or variations to the Work including Design Changes; and
 - (b) Dispensing with or change to any portion of the Work.
- 16.2 If any additional Work is required, the procedure for processing the "Additional Work" shall be as set out in Annex "B", Procedure for Implementing Additional Work, hereto. All negotiations must be completed and the additional Work authorized on form PWGSC - TPSGC 1686 prior to the commencement of the Work, unless and until the Contracting Authority specifically authorizes commencement of the additional Work, in writing, prior to completion of negotiations and completion of form PWGSC - TPSGC 1686.
- 16.3 The Contractor shall perform the additional Work under the same terms and conditions of the Contract. The additional Work will be negotiated using the labor rates and markups contained in the Contract.
- 16.4 The Contractor may request a change to the Work for Canada's consideration by submission of a request for change proposal to the Contracting Authority.

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- 16.5 Extensions in the delivery date as a result of the approved additional (unscheduled) Work must be presented at the time of the proposal and to the satisfaction of the Contracting Authority, otherwise extensions to the delivery date will not be considered.
- 16.6 No cost additional Work: Notwithstanding the foregoing, should Canada deem it advisable to make any reasonable change in the Work during the course of the Work, provided the change is ordered before that particular part of the Work to which Canada refers is commenced and involves no extra cost to the Contractor, such changes shall be made by the Contractor without extra cost to Canada.
- 16.7 Incorporation of Additional Work or Design Changes: Where additional Work including Design Changes has been agreed to by the Parties, the resulting change shall be incorporated into the Work, and:
- (a) Be subject to all of the provisions of the Contract;
 - (b) Not relieve the Contractor of its obligation to ensure that the Marine Hydraulic Highway Trailer meet all of the performance requirements set out in the Specification and shall not affect the delivery date unless otherwise provided for in form PWGSC - TPSGC 1686 relating to such additional work or design change.

17.0 INSPECTION

- 17.1 All reports, deliverables, documents, goods and all services rendered under this Contract shall be subject to inspection by the Inspection Authority. Should any report, document, good or service not be in accordance with the requirements of the Contract, the Inspection Authority shall 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 Work performed pursuant to this Contract shall be undertaken by official correspondence through the Contracting Authority.
- 17.2 The Contractor shall be responsible for properly setting up, preparing, providing access to and presenting Work for inspection and for giving adequate notice to the Inspection Authority and the Regulatory Body that the Work is complete, and having been pre-tested or inspected by the Contractor, is ready for formal inspection.
- 17.3 Inspection will be done by the Inspection Authority at the most appropriate location:

-
- (a) For the Marine Hydraulic Highway Trailer, at Contractor's facilities during the construction of the Trailer, up to and including Provisional Acceptance of the Marine Hydraulic Highway Trailer; and at Canada's facilities for Acceptance; and
 - (b) For most of the Documentation, at Canada's facilities.

17.4 Inspection requirements shall be in accordance with the provisions of this Contract including 2030 General Conditions - Higher Complexity - Goods (2012-07-16).

18.0 TESTS AND TRIALS - NOT USED

19.0 CERTIFICATES

19.1 The Contractor shall obtain and deliver to Canada in the name of the Owner all the usual and all the relevant certificates for the proper and safe operation of the Marine Hydraulic Highway Trailer. The following documents (1 original and 2 copies) for the proper and safe operation of the Marine Hydraulic Highway Trailer shall be supplied by the Contractor at the time of delivery and prior to Acceptance:

- (a) Builder certificates;
- (b) Transport Canada Safety Branch Certificate as required;
- (c) Test performance certificates for all machinery, equipment and materials;
- (d) Certificates of any building material;
- (e) NOT USED;
- (g) NOT USED;
- (h) NOT USED;
- (i) NOT USED;
- (j) Original copy of the warranty certificates of all bought-in machinery, equipment and apparatus (valid for twelve (12) months from the date of acceptance of each trailer);

-
- (k) NOT USED;
 - (l) NOT USED; and
 - (m) All other certificates as required by regulatory bodies.

19.2 All costs associated with obtaining certificates referred to in sub-clause 19.1 above are included in the "Contract Price".

20.0 DEFENCE CONTRACT - TITLE TO PROPERTY

The Contract is a defence contract within the meaning of the *Defence Production Act*, R.S.C. 1985, c. D-1.

Title to the Work or to any materials, parts, work-in-process or finished work must belong to Canada free and clear of all claims, liens, attachments, charges or encumbrances. Canada is entitled, at any time, to remove, sell or dispose of the Work or any part of the Work in accordance with section 20 of the Defence Production Act.

21.0 GOVERNMENT FURNISHED

21.1 Government Furnished Information (GFI) -NOT USED

21.2 Government Furnished Equipment (GFE) - NOT USED

21.3 Government Supplied Material (GSM) - NOT USED

22.0 NOT USED

23.0 WEIGHT AND DISTRIBUTION CONTROL - NOT USED

24.0 TRADE QUALIFICATIONS AND WELDING

The Contractor shall use qualified, certificated and competent tradespeople and supervision to ensure a uniform high level of workmanship. The Inspection Authority may request to review and record details of the certification and/or qualifications held by the Contractor's tradespeople.

25.0 PAYMENT

25.1 Basis of Payment

25.1.1 Marine Hydraulic Highway Trailer

For the performance of the Work, under the terms of the Contract for the provision of one (1) Marine Hydraulic Highway Trailer, the Contractor shall be paid the firm unit prices as identified in Schedule "A", Detailed Cost Breakdown, customs duty and excise tax included, if applicable, DDP, Fisheries and Oceans / Canadian Coast Guard, 867 Lakeshore Road, Burlington, Ontario, Canada, L7R 4A6, Incoterms 2000, GST/HST extra, as applicable.

25.1.2 Labor Rates for Additional Work including Design Change

For the performance of the Work as a result of approved additional Work including Design, or Engineering Change, or change in the scope of Work, the Contractor shall be paid the firm hourly charge-out rate of \$_____ per hour, GST/HST extra, as applicable. This rate shall be a blended rate for all classes of labor, engineering and foreperson and shall include all overheads, supervision and profit.

The firm hourly charge-out labour rate will remain firm for the term of the Contract and any subsequent amendments.

25.1.3 Material for Additional Work including Design Change

For the performance of the Work to procure additional Material as a result of approved additional Work including Design Change or change in the scope of Work, the Contractor shall be paid the Direct Material Cost as defined in Contract Cost Principles 1031-2 plus a firm mark-up of 10% GST/HST extra, as applicable. Other than the 10% mark-up, no additional charges relating to material procurement, insurance, handling, store keeping and activities of this nature, or any other charge whatsoever, will be accepted as part of the additional Work prices.

The material mark-up rate will also apply to subcontracted costs. The mark-up rate includes any allowance for material and subcontract management not allowed for in the Charge-out Labour Rate. The Contractor will not be entitled to a separate labour component for the purchase and handling of materials or subcontract administration.

The material mark-up rate will remain firm for the term of the Contract and any subsequent amendments.

25.1.4 Overtime

Overtime shall not be paid unless authorized in writing by the Contracting Authority and for authorized additional Work only.

The Overtime Rates are as follows:

Time and One-Half Rate: \$...../ per person hour

Double Time Rate: \$...../ per person hour

Overtime shall be calculated and paid as follows:

Time and One-Half : "Time and One-Half Rate" x negotiated hours

Double Time: "Double Time Rate" x negotiated hours

25.2 Payment for Fuel, Oils and Lubricants

The Contractor shall be responsible for the supply and cost of all fuel, lubricating oil, hydraulic oil and other lubricants sufficient for fully charging all systems as required for operating the machinery and other equipment and for performing all tests and trials. After successful completion of all trials and upon Acceptance of the Marine Hydraulic Highway Trailer, all oils, lubricants and fuels shall be returned to full condition levels at the Contractor's cost.

25.3 Payment for Additional Work including Design Change

The Contractor may claim payment for Additional Work including Design Change where the Work involved in the additional Work or Design Change has been initiated, fully in accordance with the provisions of the Contract. Each additional Work package or Design Change is to be divided over the entire Contract period proportionately to each Milestone and /or payment event set out at 25.5 Method of Payment. Payment for Additional Work or Design Change shall be subject to the same conditions herein.

25.4 Expenditure, Limitation - Contract

25.4.1 Canada's total liability under this Contract shall not exceed \$ TBD, Goods and Services Tax or Harmonized Sales Tax (GST/HST) extra, as appropriate.

25.4.2 No increase in the total liability of Canada or in the price of Work resulting from any design changes, modifications or interpretations of specifications, made by the Contractor, will be authorized or paid to the Contractor unless such changes, modifications or interpretations, have been approved, in writing, by the Contracting Authority, prior to their incorporation into the Work. The Contractor shall not be obliged to perform any Work or provide any service that would cause the total liability of Canada to be exceeded without the prior written approval of the Contracting Authority.

25.5 Method of Payment - Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

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

25.6 Liens - Section 427 of the Bank Act

25.6.1. If any lien under section 427 of the Bank Act exists in respect to any materials, parts, work-in-process, or finished Work for which the Contractor intends to claim payment, the Contractor agrees to inform the Contracting Authority without delay and agrees, unless otherwise instructed by the Contracting Authority, either

- (a) to cause the bank to remove such lien and to furnish the Contracting Authority, with written confirmation from the bank; or,
- (b) to furnish or cause to be furnished to the Contracting Authority an undertaking from the bank to the Contracting Authority that the bank will not make any claim under section 427 of the Bank Act on materials, parts, work-in-process, or finished Work in respect of which payment is made to the Contractor under this Contract.

25.6.2. Failure to inform the Contracting Authority of such lien or failure to implement paragraph 25.8.1(a) or (b) above shall constitute default under the clause entitled "Default by Contractor" in the General Conditions of the Contract and shall entitle Canada to terminate the Contract.

26.0 CERTIFICATIONS

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the entire contract period. 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.

27.0 APPLICABLE LAWS

27.1 Applicable Laws

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

27.2 Canada Shipping Act, 2001

The Contractor shall co-operate with Canada in the recording and registration procedures set out in the *Canada Shipping Act, 2001*. All certificates and necessary exemptions for the trailer shall be provided.

28.0 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 shall prevail over the wording of any document which subsequently appears on the list.

- 1) Articles of Agreement consisting of these Articles 1 through 43 inclusive and Schedules "A";
- 2) Supplemental General Conditions 4007 - Canada to Own Intellectual Property Rights in Foreground Information (2010-08-16);
- 3) General Conditions 2030 General Conditions - High Complexity - Goods (2012-07-16);
- 4) General Conditions 1031-2 - Contract Cost Principles (2012-07-16);
- 5) Annex "A" - Canadian Coast Guard Technical Statement of Requirement dated October 22, 2012 Rev.2;
- 6) Annex "B" - Procedures for Implementing Additional Work;

-
- 7) Annex "C" - Warranty Claim Procedure;
 - 8) Annex "D" - Equipment, Material, Services Source List and Subcontractors List;
 - 9) Annex "E" - Bid Evaluation Plan
 - 10) Annex "F" - Insurance Requirements;
 - 11) Annex "G" - Bidders' Questions and Answers; and
 - 12) Contractor's Proposal dated_____TBD_____.

29.0 NOT USED**30.0 PROGRESS REVIEW AND TECHNICAL MEETINGS - NOT USED****31.0 PROGRESS REVIEW REPORTS - NOT USED****32.0 FOREIGN NATIONALS - NOT USED****33.0 INSURANCE**

The Contractor must comply with the insurance requirements specified in Annex "F". 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.

34.0 NOT USED**35.0 NOT USED**

36.0 LIMITATION OF CONTRACTOR'S LIABILITY FOR DAMAGES TO CANADA - NOT USED**37.0 TOTAL SYSTEM RESPONSIBILITY - NOT USED****38.0 WELDING PERSONNEL**

(1) Prior to the commencement of the Work, the Contractor will be required to provide to the Inspection Authority a list of welding personnel intended to be used in the boat construction. The list is to identify the Canadian Standard Association (CSA), or equivalent welding qualifications attained by each of the personnel listed and is to be accompanied by each person's current CSA, or equivalent welding ticket.

39.0 MAINTENANCE AND OPERATOR'S MANUAL

The Contractor shall supply a commercial maintenance and operator's manual, with the Marine Hydraulic Highway Trailer in accordance with the Requirement in the Request for Proposal. The Price of all operator's manuals is included with the Contract Price.

40.0 FIELD ENGINEERING AND SUPERVISORY SERVICES

If Field Service Representatives (FSR) and/or Supervisory Services are required for the Work, the cost of all such services is included in the price for the Work.

41.0 GOODS AND SERVICES TAX / HARMONIZED SALES TAX

- (1) All prices and amounts of money in the Contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price herein and will be paid by Canada.
- (2) The estimated GST or HST is included in the total estimated cost. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt or to which the GST or HST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency any amounts of GST and HST paid or due.

42.0 DANGEROUS GOODS / HAZARDOUS PRODUCTS D3015C - 2007-11-30

1. The Contractor must ensure proper labelling and packaging in the supply and shipping of dangerous goods/hazardous products to the Government of Canada.
2. The Contractor will be held liable for any damages caused by improper packaging, labelling or carriage of dangerous goods/hazardous products.
3. The Contractor must clearly mark all merchandise labels with the percentage of volume that is a hazardous item. Failure to do so will result in the Contractor being held responsible for damages caused in the movement of goods/products by government vehicles or government personnel.
4. The Contractor must adhere to all applicable laws regarding dangerous goods/hazardous products.

43.0 FAILURE TO DELIVER

Time is of the essence of this Contract. Failure to deliver by the date(s) specified in the Contract will prejudice Canada.

Delivery is an essential part of this contract. Except for excusable delays notified in accordance with Section 11 of 2030 General Conditions - Higher Completxy - Goods, failure to deliver by the date(s) specified in this Contract will prejudice the Government of Canada and will, at the Government of Canada's discretion, entail either:

- a. Contract Termination in accordance with 2030 General Conditions Sections 10 (Time of the Essence) and 30 (Default by the Contractor); 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, quantity and / or service to be provided.

Procedure for Implementing Additional Work **Marine Hydraulic Highway Trailer**

1. Purpose

The Additional Work Procedure has been instituted for the following purposes:

- (a) To establish a uniform method of dealing with requests for Additional Work;
- (b) To obtain the necessary Technical Authority approval and Contracting Authority authorization before Additional work commences; and
- (c) To provide a means of maintaining a record of Additional Work requirements including Serial Numbers, dates, and accumulated cost.

2. Definitions

- (a) An Additional Work Procedure is a contractual procedure whereby changes to the scope of Work under the Contract may be defined, priced and contractually agreed to;
- (b) The procedure does not allow for the correction of deficiencies in the Contractor's Proposal.

3. Procedures

- (a) The procedure involves the form PWGSC-TPSGC 1686 for new construction. This form is to be used when the work has been fully defined, and the final cost has been agreed to and/or negotiated. It will be the form for authorizing all Additional Work to be followed by Contract Amendment.
- (b) Emergency measures required to prevent loss or damage to the Trailer, which would occur if this procedure is followed, shall be taken by the Contractor on its own authority. The responsibility for the cost of such measures shall be determined in accordance with the terms and conditions of the contract.
- (c) The Technical Authority will initiate a work estimate request by defining the Additional Work requirement. It will attach drawings, sketches, additional Specification, other clarifying details as appropriate, and allocate their Serial Number for the request.
- (d) Notwithstanding the foregoing, the Contractor may propose to the Technical Authority in writing, either by letter or some type of Defect Advice Form (this is the Contractor's own form) that certain Additional Work should be carried

out. The Technical Authority will either reject or accept such proposal, and advise the Contractor and Contracting Authority. Acceptance of the proposal is not to be construed as authorization for the work to proceed. If required, the Technical Authority will then define the Additional Work requirement in accordance with subparagraph 3(c).

(e) After the Additional Work requirement is defined, the original and one (1) copy with all attachments, will be passed by the Technical Authority to the Contracting Authority.

(f) The Contracting Authority will retain the original with attachments and submit a copy with attachments to the Contractor.

(g) The Contractor will submit its Proposal (Paragraph 6 - Form Of Proposal and Supporting Documentation) to the Contracting Authority together with any qualifications, remarks or other information requested.

(h) After discussion between the Contracting Authority and the Contractor and if no negotiation is required, the Contractor will then complete the appropriate PWGSC-TPSGC form including the agreed costs, allocate a Serial Number, sign the form and pass it to the Contracting Authority. If the Technical Authority wishes to proceed, the form will be signed then. The Contracting Authority will then sign and authorize the Additional Work to proceed.

(i) In the event negotiation is required, the Contracting Authority will arrange for the negotiations. If negotiations are successful the Contractor will then complete the PWGSC-TPSGC form including the agreed costs, sign the form and pass it to the Contracting Authority. The Contracting Authority will then pass the form to the Technical Authority. If the Technical Authority wishes to proceed it will sign the form. The Contracting Authority will then sign and authorize the Additional Work to proceed.

(j) In the event the Technical Authority does not wish to proceed with the work, it will cancel the proposed Additional Work through the Contracting Authority in writing.

(k) In the event the negotiation involves a Credit, the appropriate PWGSC-TPSGC form will be noted as "credit" accordingly.

(l) In the event that Additional Work of an urgent nature is required by the Technical Authority, or an impasse has occurred in negotiations, the commencement of the Additional work should not be unduly delayed and should be processed as follows, in either case.

The Contractor will complete the appropriate PWGSC-TPSGC form indicating

the offered cost and pass it to the Contracting Authority. If the Technical Authority wishes to proceed, the Technical Authority and the Contracting Authority will sign the completed PWGSC-TPSGC form with the notation, "CEILING PRICE SUBJECT TO DOWNWARD ADJUSTMENT", and allocate a Serial Number having the suffix "A". The work will proceed with the understanding that following an audit of the Contractor's actual costs for completing the described work, the cost will be finalized at the ceiling price or lower, if justified by the audit. A new PWGSC-TPSGC form will then be completed with the finalized costs, signed and issued with the same Serial Number without the suffix "A", and bearing a notation that this form is replacing and canceling the form having the same Serial Number with the suffix "A".

PWGSC-TPSGC forms bearing Serial Numbers with a suffix "A" shall not to be included in any contract amendments, and therefore no payment shall be made until final resolution of the price and incorporation into the contract.

(m) No work may be undertaken by the Contractor without written authorization of the Contracting Authority except under emergency circumstances described in sub-paragraph 3(b). Additional Work undertaken without written Contracting Authority authorization will be considered the Contractor's responsibility and cost.

(n) The appropriate PWGSC-TPSGC form is the final summary of the definition of the Additional work requirement, and the costs negotiated and agreed to. The Contracting Authority will forward the original to the Contractor and distribute copies as required.

4. Amendment to Contract or Formal Agreement

The Contract will be amended from time to time in accordance with the Contract terms to incorporate the costs authorized on the appropriate PWGSC-TPSGC forms.

5. Form of Description of Additional Work

The Statement of Work for the Additional Work will be limited to a statement of what has to be done. It will state how conformance will be measured or inspected.

6. Form of Proposal and Supporting Documentation

(a) The Contractor will be afforded an opportunity, prior to submitting a Proposal, to discuss any technical questions regarding the statement of work for the Additional Work item. If necessary, a meeting will be held, prior to the submission of a Proposal, to review the statement of work in order to ensure that there is a clear understanding of the technical and other requirements, including the effect on

schedules and supply of materials. Requests for such meetings will be made to the Contracting Authority who will also chair the meetings. Any additions or deletions to the statement of work agreed to at such meetings will be the subject of a formal amendment to the statement of work and processed by the Technical Authority through the Contracting Authority.

(b) The Contractor's Proposal for each Additional work item shall be broken down as to person hours by trade and material cost per item. These breakdowns shall accompany each submission by the Contractor to the Contracting Authority prior to any required negotiations.

(c) Prior to any required negotiation, the Contractor shall provide to the Contracting Authority, for its retention, the following:

(i) A work plan and/or any sketches and marked-up drawings as appropriate or requested; and

(ii) Copies of subcontractor and/or material suppliers' quotations (including the Contractor's requests for such quotations). In the event telephone quotations are used to finalize the negotiations, these quotations would be subject to later verification by the Crown. The Contractor shall provide copies of purchase orders and paid invoices for subcontracts and/or materials, including stocked items, in either case.

(d) Subcontracts and materials - The Contractor shall provide a minimum of two quotations for subcontracts or materials. If other than the lowest, or sole source is being recommended for quality and/or delivery considerations, this shall be noted. On request to the Contractor, the Contracting Authority shall be permitted, to meet with any proposed subcontractor or material supplier for discussion of the price. These requests will generally be limited to major sole source situations and always with the Contractor's representative present.

(e) The selected Contractor shall have a cost accounting system that is capable of assigning job numbers for each Additional Work requirement so that each requirement can be audited individually. Prior to award of Additional Work, the selected Contractor shall provide written statements that a cost accounting system exists. The cost accounting system may be reviewed by the Contracting Authority prior to award of any Additional Work.

7. Supply Of Forms

On request, the Contracting Authority will supply the appropriate form PWGSC-TPSGC1686.

Warranty Claim Procedure Marine Hydraulic Highway Trailer

The Contractor will have two (2) working days after receipt of notification of a warranty item to respond to the request. If a reply is not received by Canada within the two (2) working days, action may be taken to repair the failure/defect and an invoice sent to the Contractor for payment.

The following procedure is to be used to enable warranty claims to be expeditiously processed.

1. When a defect/failure is identified, the first action is to inform the following by Facsimile:

- (a) Action: Owner-Regional Office to inform Head Office and CCG Project Manager;
- (b) Info: Contracting Authority;
- (c) Contractor: _____
- Facsimile: _____
- Attention: _____

The facsimile should include as a minimum the following information:

- (a) Serial number with regional designator (sequential) for reference in subsequent correspondence;
- (b) Name of trailer;
- (c) Time and date of failure/defect;
- (d) Brief description of failure/defect;
- (e) Repair action taken if vital for the safety of the trailer or repair action required;
- (f) Operational restrictions placed on the trailer as a result of failure/defect; and
- (g) Assistance proposed (Contractor's; Service Representative; local subcontractor; or, own facilities).

2. The Warranty Claims shall be in the following format and include the following information:

- (a) Serial number (same no. as defect);
- (b) Completion Date;
- (c) Brief description of the repair action;
- (d) Person hours expended by Owner/Contractor/Service Representative:
 - (i) to locate/determine cause
 - (ii) to repair and test
- (e) Materials used:
 - (i) Source (Owner/Contractor/Service Representative)
 - (ii) Cost (including shipping, etc.)
- (f) trailer out of service:

- (i)time lost by program
- (ii)estimated cost to the Department
- (g)Brief comments (if any) on the failure/defect and repair; and
- (h)Attach supporting information, e.g., invoices, etc.

The Contractor is to provide the Contracting Authority and the CCG Project Manager with an updated summary list of Warranty Claims, as required, indicating revised expiry date for any extended warranty periods.

Copy of warranty claim form will be supplied by the Contracting Authority

**Equipment, Material and Services Source List
&
Subcontractor's List**

SPEC REF.	DESCRIPTION & QUANTITY	MODEL	MANUFACTURER OR SUPPLIER	SUBCONTRACTOR (if applicable)	COST IN CDN DOLLARS

Marine Hydraulic Highway Trailer

Bid Evaluation Plan

Document Control

Record of Amendments

#	Date	Description	Initials
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

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1 INTRODUCTION

1.1 Purpose

- 1.1.1 This document identifies the process by which proposals for the Canadian Coast Guard's (CCG) Marine Hydraulic Highway Trailer Project will be evaluated. This document details, in particular, the process for evaluation of the Contractual and Technical Proposal.
- 1.1.2 This document forms part of the Request for Proposal (RFP) for the Marine Hydraulic Highway Trailer.

1.2 Evaluation Process

- 1.2.1 The evaluation process will be conducted in the following manner:
 - a. Evaluate each Bid to ensure compliance with all the Contractual and Technical mandatory requirements of the Solicitation. Any Bid not meeting any Contractual and Technical mandatory requirement will not be given further consideration and will be declared non-compliant; and
 - b. Determine the total bid price of each compliant Bid.
- 1.2.2 All Bids received will be initially evaluated by PWGSC to ensure timeliness, completeness and that no financial information is contained in the incorrect Sections.
- 1.2.3 PWGSC will then distribute the Bid packages as follows:
 - a. CCG Technical Mandatories Bid Evaluation Team (TMBET) for evaluation; and
 - b. All copies of the Contractual and Price Proposal will be retained by PWGSC for evaluation.
- 1.2.4 Of those Bids that comply with all the mandatory requirements, Technically and Contractually, the Bid with the lowest total bid price will be recommended for award of Contract.
- 1.2.5 The various steps in this evaluation process may be completed concurrently to ensure that the evaluation process is completed in a timely manner. Notwithstanding any concurrent activity, the CCG TMBET will not have access to the pricing information in any Bid.

MANDATORY REQUIREMENTS -TECHNICAL PROPOSAL

The Bidder shall provide, as part of its Technical Proposal, all documents essential to demonstrate compliance with each technical mandatory requirement, including, without limitation, photographs, maps, drawings, calculations, Original Equipment Manufacturer (OEM) specifications, documents, purchase orders (less cost data), job or Quality Control or Quality Assurance record sheets, personnel resumes, current trade certificates and, other such evidence.

The Bidder itself must meet the requirements of each evaluation item listed below, except as otherwise expressly provided in the evaluation item. If an evaluation item expressly provides that it or any element of it may be met by a subcontractor to the Bidder, then the Bidder shall provide documented evidence of such compliance by its subcontractor. In that event, the Bidder shall also provide evidence that it has a binding commitment with that subcontractor under which the subcontractor will perform services under subcontract with the Bidder under any contract issued pursuant to this RFP, and that such services are of the same type as are specified in the relevant evaluation item.

Sect	Description	Compliant Yes	Compliant No
1.0	Overview – Contractor’s Proposal		
2.0	Role and Function		
3.0	Technical Description – Mandatory System Features		
4.0	Warranty Service and Parts		

TECHNICALLY COMPLIANT YES / NO

**Insurance Requirements
MarineHydraulic Highway Trailer**

Annex F

Commercial General Liability Insurance G2001C (2008-05-12)

- 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 \$2,000,000 per accident or occurrence and in the annual aggregate.
- 2.** The Commercial General Liability 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.**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.
 - d.**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.
 - e.**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.
 - f.**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.
 - g.**Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h.**Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i.**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.

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

k.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.

BIDDER'S QUESTIONS AND PWGSC'S ANSWERS
Marine Hydraulic Highway Trailer

Annexe G

Annex A - Technical Statement of Requirements (TSOR)
Requisition number F7047-12-0011, the provision of one (1)
Marine Hydraulic Highway Trailer, October 22, 2012 Rev 2

1.0 Contractors Proposal: To Provide Fisheries and Oceans, Burlington, ON, with a quantity of one (1) Marine Hydraulic Highway Trailer for use by the Canadian Hydrographic Service (CHS) for transportation and deployment of hydrographic launches.

2.0 <u>Role and Function</u>	The Canadian Hydrographic Service (CHS) requires a Marine Hydraulic Highway Trailer for transportation and launch/recovery of its hydrographic survey launches. The trailer will be utilized across Canada.
3.0 <u>Technical Description – Mandatory System Features</u>	
3.1	The trailer must meet or exceed applicable standards set out in the Motor Vehicle Safety Regulations (MCSR) such that the trailer is legally certified to operate in all the provinces and territories of Canada.
3.2	The trailer must be of similar size, type and complexity as constructed by the builder previously with a minimum of two (2) built in the last three (3) years.
3.3	The trailer must meet or exceed the following capacity: <ol style="list-style-type: none"> 1. Size: Powered vessels up to 13m (44') length over all (LOA) 2. Capacity: 10 800kg (24,000lbs)
3.4	The trailer must have a hydraulic expanding width frame (expanding from 172cm to 249cm inside (68"- 98"))
3.5	The trailer must have hydraulic lift – wheel and tongue lift with frame heights to 147cm (58"), it must also have pilot operated safety lock valves on main lift.
3.6	The trailer must accommodate a 9.5m (31') powered vessel and 2.5m x 3.0m (8'x10') container simultaneously
3.7	The trailer must have a heavy duty low profile gooseneck to accommodate the container specified above 2.5m x 3.0m (8'x10')
3.8	The trailer must have sloped lift cylinder covers
3.9	Hydraulic power must be provided by a gasoline engine of greater than 6HP
3.10	The trailer must have a hydraulically operated fore and aft keel support strap

3.11 The trailer must have an air-ride suspension system	
3.12 The trailer must have at least 10 adjustable pads and at least 3 telescopic bars with fixtures and must have 4 pad equalizing rockers	
3.13 The trailer must have MVSR (MTO/DOT) approved lighting package with amber LED strobe lights at rear and a power outlet at rear for additional marker/strobe lights	
3.14 The trailer must have an air over hydraulic braking system that includes disc brakes and an anti-lock breaking system (ABS) and a break-away system.	
3.15 The trailer must have a hydraulic fifth wheel gooseneck	
3.16 The trailer must have at least two spare tires on rims with mounts on the trailer	
3.17 The trailer must have a high lift jack and/or the ability to hydraulically support itself on the ground when disconnected from tow vehicle.	
3.18 The trailer must have a hydraulic winch with a 11340kg (25000 lbs) capacity and 12m (40') of stainless steel cable	
3.19 The trailer must have fore and aft flag holders	
3.20 The trailer must have flexible rubber fenders	
3.21 The trailer must have stainless steel hose ends and fittings	
3.22 The trailer must have stainless steel hardware	
3.23 The trailer must have outside pockets for extra pad locations	
3.24 The trailer must have hot dipped galvanized frame and hubs	
3.25 The trailer must have 6 ratcheting tie down points for 10cm (4'')straps on driver side with corresponding anchor points on opposite side	
4.0 <u>Warranty Service and Parts:</u>	
4.1 The trailer manufacturer must have a manufacturing facility or network of repair facilities such that repairs and/or warranty work can be completed within 300km of Burlington Ontario.	
4.2 The trailer must be covered by at least a three year warranty on the frame and hydraulic components.	
4.3 Contractor must provide technical support via telephone and/or email, within 24 hours of a request, 7 days a week, to provide responses to routine technical questions.	

4.4 Contractor must provide all manuals at time of delivery.	
4.5 Replacements parts must be made available until 2022 (expected product life cycle).	

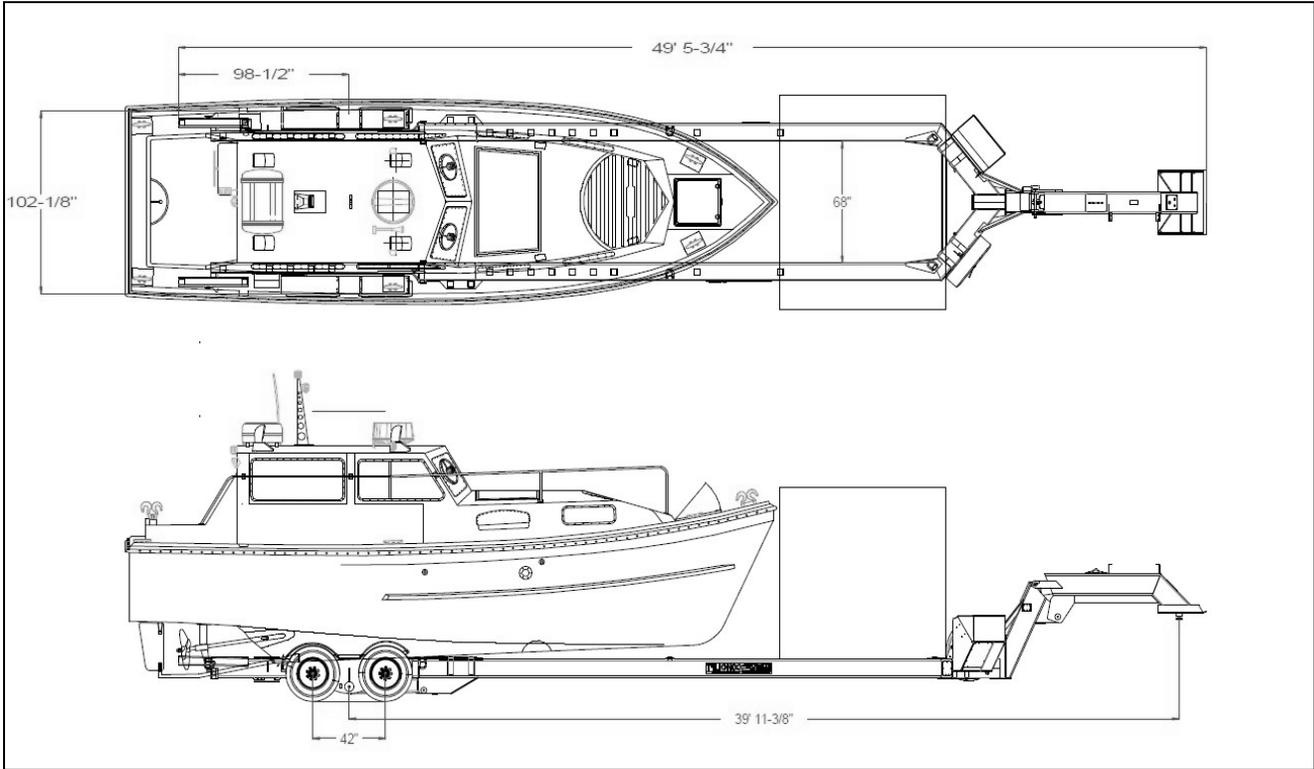
Pictures:



Picture 1: Example of trailer design desired



Picture 2: Example of trailer design desired



Picture 3: Example of trailer design desired

**SCHEDULE "A" DETAILED COST BREAKDOWN
RFP NO: 17MC.F7047-120011**

COST BREAKDOWN - FOR ONE (1) Trailer

Sect	Description	Labour	Material	Over head & Profit	Total
1	Contractors Proposal				
2	Role and Function				
3	Technical Description - Mandatory System Features				
4	Warranty Service and Parts				
Total					

1. Price / Basis of Payment / Price Evaluation

Please indicate your proposed unit prices below:

Total Price

1) One (1) Marine Hydraulic Highway Trailer,
plus Transportation Costs

\$ _____ (CND)

2) Total Evaluated Price
(1 above (HST Excluded))

\$ _____ (CND)

In addition the following will be included in the Basis of Payment, however this will not form part of the bid evaluation.

1) For unscheduled work, the Bidder shall quote a firm "Charge-out Rate" per person hour which includes all classes of labour, engineering and fore person, and all overheads, supervision and profit.

The firm Charge-out Rate is \$ _____.

The firm Charge-out rate will remain firm for the term of the Contract and any subsequent amendments.

**SCHEDULE "A" DETAILED COST BREAKDOWN
RFP NO: 17MC.F7047-120011**

(2) The Bidder shall also quote firm "Overtime Rates" per personhour, for "Time and One-half" and "Double Time", which includes all classes of labour, engineering and foreperson, and all overheads, supervision and profit. The Charge-out Rate and Overtime Rates, as applicable, will be used for pricing unscheduled work that results in an increase or a decrease in the work period, except as noted in the clause entitled "Overtime" below.

Time and One-half Rate	\$..... /person/hour
Double Time Rate	\$..... /person/hour

(4) Overtime:

Occasionally, Canada may elect to authorize overtime, for unscheduled work only. If this is the case, and the rate is greater than the Charge-out Rate, cost of labour hours will be determined on the following basis:

Time and One-Half cost: Bidder's Firm "Time and One-half" Rate x negotiated hours;

Double Time cost: Bidder's Firm "Double Time" Rate x negotiated hours.

(5) Material for Additional Work including Design Change

The cost of additional Material as a result of approved additional Work including Design Change or change in the scope of Work shall be the Direct Material Cost as defined in Contract Cost Principles 1031-2 plus a firm mark-up of 10% GST/HST extra, as applicable. Other than the 10% mark-up, no additional charges relating to material procurement, insurance, handling, store keeping and activities of this nature, or any other charge whatsoever, will be accepted as part of the additional Work prices.

The material mark-up rate will also apply to subcontracted costs. The mark-up rate includes any allowance for material and subcontract management not allowed for in the Charge-out Labour Rate. The Bidder will not be entitled to a separate labour component for the purchase and handling of materials or subcontract administration.

The material mark-up rate will remain firm for the term of the Contract and any subsequent amendments.