

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

## REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

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

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

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

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

**Comments - Commentaires**

<b>Title - Sujet</b> REMOTE OPERATED VEHICLE (ROV)	
<b>Solicitation No. - N° de l'invitation</b> K4B20-120317/A	<b>Date</b> 2013-01-17
<b>Client Reference No. - N° de référence du client</b> K4B20-12-0317	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$PWA-122-4961	
<b>File No. - N° de dossier</b> PWA-2-68105 (122)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2013-02-27</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Atlantic Standard Time AST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Chinye, Chukwudi	<b>Buyer Id - Id de l'acheteur</b> pwa122
<b>Telephone No. - N° de téléphone</b> (902) 496-5476 ( )	<b>FAX No. - N° de FAX</b> (902) 496-5016
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF THE ENVIRONMENT OFFICE OF ENFORCEMENT 2ND FLOOR QUEEN SQUARE, 45 ALDERNEY DRIVE DARTMOUTH NOVA SCOTIA B2Y 2N6 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

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

**Issuing Office - Bureau de distribution**

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

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

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## PART 1 - GENERAL INFORMATION

### 1. Security Requirement

There is no security requirement associated with the requirement.

### 2. Requirement

Environment Canada has a requirement for a goods contract which consists of the the provision of all labour, material, equipment, tools transportation required to deliver a remote operated vehicle to Office Enforcement, 2nd floor, Queens Square, 45 Alderney Drive, in Dartmouth Nova Scotia in accordance with Annex A- Statement of Requirement. This requirement is subject to the provisions of the World Trade

Organization Agreement on Government Procurement (WTO-AGP), the North *American Free* Trade Agreement (NAFTA), and the Agreement on Internal Trade (*AIT*).

### 3. Debriefings

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

## PART 2 - BIDDER INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2012-11-19) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: sixty (60) days

Insert: ninety (90) days

### 2. Submission of Bids

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

### 3. Enquiries - Bid Solicitation

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

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

#### **4. Applicable Laws**

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

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

### **PART 3 - BID PREPARATION INSTRUCTIONS**

#### **1. Bid Preparation Instructions**

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

Section I: Technical Bid ( one hard copy)  
 Section II: Financial Bid ( one hard copy)  
 Section III: Certifications ( one hard copy)

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

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

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

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

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

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

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

### **Section I: Technical Bid**

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

### **Section II: Financial Bid**

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

#### **1.1 Exchange Rate Fluctuation**

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

#### **1.2 SACC Manual Clauses**

### **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **1. Evaluation Procedures**

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

#### **1.1 Financial Evaluation**

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

### **2. Basis of Selection**

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

## **PART 5 - CERTIFICATIONS**

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

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification

made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications, to provide the related documentation or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

## **1. Mandatory Certifications Required Precedent to Contract Award**

### **1.1 Code of Conduct and Certifications - Related documentation**

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

Bidders who are incorporated, including those bidding as a joint venture, must provide with their bid or promptly thereafter a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner with their bid or promptly thereafter. Bidders bidding as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

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

## **2. Additional Certifications Precedent to Contract Award**

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

### **2.1 Federal Contractors Program - Certification**

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the

Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

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

The Bidder or the member of the joint venture

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

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

## **PART 6 - RESULTING CONTRACT CLAUSES**

### **1. Security Requirement**

There is no security requirement associated with the requirement.

### **2. Requirement**

The Contractor must provide the items detailed under the "Requirement" at Annex "A".

### **3. Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### **3.1 General Conditions**

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

### **4. Term of Contract**

#### **4.1 Delivery Date**

All the deliverables must be received on or before March 28, 2013.

### **5. Authorities**

## 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Chukwudi Chinye  
Title: Contracting Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Atlantic Region  
Address: 1713 Bedford Row  
Halifax, Nova Scotia  
B3J 1T3  
Telephone: 902- 496- 5476  
Facsimile: 902- 496- 5016  
E-mail address: chukwudi.chinye@pwgsc.gc.ca

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

## 5.2 Project Authority

The Project Authority for the Contract is: ( To be determined at contract award)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone : \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

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

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_

## 6. Payment



## 6.1 Basis of Payment

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

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

## 6.2 Limitation of Price

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

## 6.3 Single Payment

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

## 6.4 SACC Manual Clauses

T1204 - Direct Request by Customer Department

2007-11-30

## 6.5 SACC Manual Clauses

### Shipping Instructions - Free on Board Destination and Delivered Duty Paid

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

FOB Destination 45 Alderney Drive, Environment Canada, Enforcement Branch, 15th Floor, Dartmouth, Nova Scotia B2Y 2N6 including all delivery charges and customs duties and taxes.

### Warranty Period

Section 09 of general conditions 2010A-2012-11-19-Goods (Medium Complexity) is amended by replacing the period of twelve (12) by twenty-four months (24).

All other provisions of the warranty section remain in effect.

## 7. Invoicing Instructions

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

- (a) The original and two (2) copies must be forwarded to the following address for certification and Payment no later than seven days after the end of the service.

Dave Woods  
Office of Enforcement  
2nd floor,  
Queen Square,  
45 Alderney Drive,  
Dartmouth,

N.S. B2Y 2N6

**8. Certifications****8.1 Compliance**

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

**9. Applicable Laws**

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

**10. Priority of Documents**

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

- (a) the Articles of Agreement;
- (c) the general conditions ( 2010A , 2012-11-19 ,Goods (Medium Complexity));
- (d) Annex A, Requirement;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Insurance Requirements
- (g) Annex D, Code of Conduct and Certifications - Related documentation
- (h) Annex E, Contractors Representatives
- (i) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*)

**11. SACC Manual Clauses**

Electrical Equipment	B1501C	
Inspection and Acceptance		D5328C
Excess Goods	B7500C	

**13. Insurance Requirements**

The Contractor must comply with the insurance requirements specified in Annex C . The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

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

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

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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.

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**ANNEX "A"**

**REQUIREMENT**

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**ANNEX "B"**

**BASIS OF PAYMENT**

**Contract award date to March 28, 2013**

Column A Description of Work	Column B Unit of measurement	Column C
Supply and Delivery of one (1) remote operated vehicle in accordance with Annex A- Statement of Requirement	Firm Price	\$ _____
Total Amount		\$ _____

**Total Amount=\$ \_\_\_\_\_**

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

## ANNEX C INSURANCE REQUIREMENTS

### Commercial General Liability Insurance

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

The Commercial General Liability policy must include the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

**Sudden and Accidental Pollution Liability (minimum 120 hours):** To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

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

For the province of Quebec, send to:

Director Business Law Directorate,  
Quebec Regional Office (Ottawa),

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Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

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

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

**Automobile Liability Insurance**

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

The policy must include the following:

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

Accident Benefits - all jurisdictional statutes

Uninsured Motorist Protection

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

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#### ANNEX D

##### Code of Conduct and Certifications - Related documentation

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

**Directors:** (Please print clearly)

NAME	NAME	NAME	NAME

Attach additional names on a separate sheet if required.



Solicitation No. - N° de l'invitation

K4B20-120317/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwa122

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

K4B20-12-0317

PWA-2-68105

## ANNEX E CONTRACTOR'S REPRESENTATIVES

(Complete the table below)

**Bidder's shall indicate in the table below the name, location and contact information for a company which will have responsibility for conducting "warranty work" on behalf of the contractor, and which will be capable of providing warranty service with 48 hours of request in Newfoundland and Labrador and the Maritime Provinces.**

### Nova Scotia

Company Name	Company e-mail address	Phone Number and Fax number

### New Brunswick

Company Name	Company e-mail address	Phone Number and Fax number

### Prince Edward Island

Company Name	Company e-mail address	Phone Number and Fax number

### Mainland Newfoundland

Company Name	Company e-mail address	Phone Number and Fax number

Solicitation No. - N° de l'invitation

**K4B20-120317/A**

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**PWA-2-68105**

CCC No./N° CCC - FMS No/ N° VME

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## **Supply a Remote Operated Vehicle**

### ***Compliance Inspections***

The ROV could be used to conduct compliance inspections in marine environments that would be otherwise inaccessible:

#### *Aquaculture*

The growth of the aquaculture industry on that Atlantic coast has led to an increase in the number of *Fisheries Act* inspections conducted by officers. A portable ROV with the capability to carefully navigate the benthic environment underneath aquaculture pens would be a valuable asset in determining the impact this fishery is having on the environment.

#### *Disposal at Sea*

The *Disposal at Sea* regulations are an integral part of the *Canadian Environmental Protection Act*. Although strong efforts have been made to enforce the regulations, the location of the potential offences (i.e. the seafloor) creates a barrier to subsequent enforcement actions. With the addition of an ROV, inspectors will be able to scan the seafloor for evidence of *Disposal at Sea* offences or verify reported disposal activities.

#### *Fisheries Act*

The General Prohibition of the *Fisheries Act* is an essential tool for the protection of the marine environment. Violations of the *Fisheries Act* can come from a variety of different sources and manifest themselves in many ways. A reliable and portable ROV with the ability to give real-time positioning would help inspectors locate potential sources of pollution far better than static drop camera. An ROV could navigate areas such as breakwaters and submerged pier faces, locating potential sources of pollution (i.e. unidentified pipes, leaks from submerged tanks or barrels, etc.) that would be impossible to find otherwise.

### **General**

- Depth rating: 300 Meters sea water (1,000 FSW)
- Minimum Five (5) DC thrusters (2 forward, 2 vertical and 1 lateral)
- Auto heading, depth and trim
- Video overlay
- Temperature sensor
- Maximum Weight 35 lbs. Must be fully portable so that one (1) person can set up and operate, if necessary
- Training max. Three (3) days. Training should include operation of ROV, maintenance and troubleshooting
- ROV Structural protection/carry case for vehicle transport
- Separate component carry case(s)

### **Thrusters**

- Minimum Five (5) DC thrusters (2 forward/reverse, 2 vertical and 1 lateral)
- Must maneuver and maintain position at full depth range (300 meters sea water) at max operating current for this model is 2 knots
- Auto depth control; must maintain a constant distance (e.g. 1 meter) from seabed without disturbing the benthic community
- Must be capable of landing on seabed
- Forward Thrust minimum: 7 kg f

- Vertical Thrust minimum: 7.5 kg f
- Lateral Thrust minimum: 3 kg f
- Operating speed at surface: 2.8 knots/ 1.44 m/s
- Operating Current: 2 knots/ 1.02 m/s

#### **Cameras/ Lighting**

Camera Tilt	180 degrees - internal chassis rotates
Range of View	270 degrees - 180 degrees from tilt, 90 degrees from camera lens
Camera – Primary	680 resolution Wide Dynamic Range color 0.1 Lux or less
Focus	Manual focus control via operator control unit. 90mm to infinity
Video Format	NTSC
Output Signal	Composite
Internal Lighting	700 Lumen LED array. Variable intensity via operator control unit.

#### **Integrated Navigation Console including**

- Complete piloting, navigation, video recording and control system
- Minimum Intel Windows XP 7 computer, (min250GB) and waterproof keyboard
- Minimum 51cm (20") Direct Sunlight Viewable Monitor
- Integrated Operator Control Unit and Surface Power Supply
- Integrated Navigation & Sonar firmware and software
- Shockproof and water resistant case with wheels and handle

#### **Tether**

##### **Tether & Reel**

Diameter	8 mm - 0.3 in nominal
Length	150 meters - 500 feet
Working Strength	100 kg f - 220 pd f
Breaking Strength	700 kg f - 1,543 pd f
Strength Member	Kevlar
Buoyancy	Neutral in fresh water - slightly positive in Seawater
Conductors	Twisted pair with shield
Reel construction	Heavy duty marine grade materials (stainless steel, Starboard PE)
Reel Capacity	350 meters - 1,150 feet

#### **ROV Capabilities**

Real time GPS positioning and capable of mapping software integration/overlay and video tracking data recording. System must be supplied with a tracking system

System must be sonar ready

#### **Warranty**

Minimum two year limited warranty



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Family Name at Birth - Nom de famille à la naissance

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

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

Gender - Sexe

☐

Male  
Masculin

☐

Female  
Féminin

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

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

Apartment No. - N° d'appartement

Street No. - N° civique

Street Name - Nom de la rue

City - Ville

Province/State - État

Country - Pays

Postal Code/Zip Code - Code postal/Code zip

<b>C</b>	<b>CONSENT - Must be signed by the individual CONSENTEMENT - Doit être signé par l'individu</b>
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I, the undersigned, confirm that I have read and understand the above *Privacy Act* statement and that I consent to the collection and use of my personal information as described therein.

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

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

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