

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**

**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada  
Pacific Region  
401 - 1230 Government Street  
Victoria, B.C.  
V8W 3X4  
Bid Fax: (250) 363-3344**

## Request For Supply Arrangement - Demande pour un arrangement en matière d'approvisionnement

Offer to: Department of Public Works and Government Services

We hereby offer to provide to Canada, as represented by the Minister of Public Works and Government Services, in accordance with the terms and conditions set out herein or attached hereto, the goods, services, and construction detailed herein and on any attached sheets.

Offre au: Ministère des Travaux publics et des Services  
gouvernementaux

Nous offrons par la présente de fournir au Canada, représenté par le ministre des Travaux publics et des Services gouvernementaux, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici et sur toute feuille ci-annexée.

## Comments - Commentaires

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

**Issuing Office - Bureau de distribution**

Public Works and Government Services Canada - Pacific  
Region  
401 - 1230 Government Street  
Victoria, B. C.  
V8W 3X4

<b>Title - Sujet</b> SMALL VESSEL TECHNICAL INSPECTOR -	
<b>Solicitation No. - N° de l'invitation</b> EZ187-123164/A	<b>Date</b> 2012-05-09
<b>Client Reference No. - N° de référence du client</b> EZ187-123164	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$VIC-250-5910
<b>File No. - N° de dossier</b> VIC-1-34743 (250)	<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 2012-05-24</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Pacific Daylight Saving Time PDT
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Sole, Mike	<b>Buyer Id - Id de l'acheteur</b> vic250
<b>Telephone No. - N° de téléphone</b> (250)363-8444 ( )	<b>FAX No. - N° de FAX</b> (250)363-3344
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA RM 401 1230 GOVERNMENT ST VICTORIA British Columbia V8W3X4 Canada	
<b>Security - Sécurité</b> This request for a Supply Arrangement does not include provisions for security. Cette Demande pour un arrangement ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Vendor/Firm Name and Address</b>	
Raison sociale et adresse du fournisseur/de l'entrepreneur	
<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 (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. Introduction

Part 1	General Information: provides a general description of the requirement;
Part 2	Supplier Instructions: provides the instructions applicable to the clauses and conditions of the RFSA;
Part 3	Arrangement Preparation Instructions: provides suppliers with instructions on how to prepare the arrangement to address the evaluation criteria specified;
Part 4	Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the arrangement, the security requirement, if applicable, and the basis of selection;
Part 5	Certifications: includes the certifications to be provided; and
Part 6	6A, Supply Arrangement, 6B, Bid Solicitation, and 6C, Resulting Contract Clauses:
	6A, includes the Supply Arrangement (SA) with the applicable clauses and conditions;
	6B, includes the instructions for the bid solicitation process within the scope of the SA;
	6C, includes general information for the conditions which will apply to any contract entered into pursuant to the SA.

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

### 2. Summary

On behalf of Federal government client departments, Public Works and Government Services Canada (PWGSC) requires the provision of Marine Technical Inspector services to be made available in British Columbia and Alberta in accordance with the attached Statement of Work.

The purpose of the Inspection services are to verify technical compliance for the construction, repair or refit of Small Vessels (<24m).

Period of the Supply Arrangement

The Supply Arrangement will be issued for a period of one (1) year from date of issue with an option for up to one (1) additional one (1) year period.

The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).

### 3. Security Requirement

There is no security requirement associated with this requirement.

### 4. Canadian Content

The goods and/or services covered by the Supply Arrangement are limited to Canadian goods and/or services as defined in clause A3050T.

#### 4.1 SACC Manual clause

A3050T (2010-01-11) Canadian Content Definition

### 5. Debriefings

After issuance of a supply arrangement, suppliers may request a debriefing on the results of the request for supply arrangements process. Suppliers should make the request to the Supply Arrangement Authority within 15 working days of receipt of the results of the request for supply arrangements process. The debriefing may be in writing, by telephone or in person.

## **PART 2 - SUPPLIER INSTRUCTIONS**

### **1. Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the Request for Supply Arrangements (RFSA) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

Suppliers who submit an arrangement agree to be bound by the instructions, clauses and conditions of the RFSA and accept the clauses and conditions of the Supply Arrangement and resulting contract(s).

The 2008 (2012-03-02) Standard Instructions - Request for Supply Arrangements - Goods or Services, are incorporated by reference into and form part of the RFSA.

### **2. Submission of Arrangements**

Arrangements 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 Request for Supply Arrangements.

### **3. Enquiries - Request for Supply Arrangements**

All enquiries must be submitted in writing to the Supply Arrangement Authority no later than five (5) calendar days before the Request for Supply Arrangements (RFSA) closing date. Enquiries received after that time may not be answered.

Suppliers should reference as accurately as possible the numbered item of the RFSA to which the enquiry relates. Care should be taken by suppliers 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 suppliers do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all suppliers. Enquiries not submitted in a form that can be distributed to all suppliers may not be answered by Canada.

### **4. Applicable Laws**

The Supply Arrangement (SA) and any contract awarded under the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in British Columbia.

Suppliers may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of the arrangement, 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 suppliers.

## **PART 3 - ARRANGEMENT PREPARATION INSTRUCTIONS**

### **1. Arrangement Preparation Instructions**

Canada requests that suppliers provide the arrangement in separately bound sections as follows:

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Section I: Technical Arrangement (2 hard copies and 2 soft copies on CD or DVD)  
Section II: Financial Arrangement (2 hard copies)  
Section III: Certifications (2 hard copies)

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

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

Canada requests that suppliers follow the format instructions described below in the preparation of the arrangement.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Supply Arrangements.

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, suppliers 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.

#### **Section I: Technical Arrangement**

In the technical arrangement, suppliers should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### **Section II: Financial Arrangement**

Suppliers must submit the financial arrangement in accordance with Annex B, Basis of Payment. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

#### **Section III: Certifications**

Suppliers must submit the certifications required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

- (a) Arrangements will be assessed in accordance with the entire requirement of the Request for Supply Arrangements including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the arrangements.
- (c) Representatives of Canada may be assisted by representatives of Canadian Provinces and Territories.

#### 1.1. Technical Evaluation

##### 1.1.1 Mandatory Technical Criteria

*See Annex C*

##### 1.1.2 Point Rated Technical Criteria

*See Annex C*

#### 1.2 Financial Evaluation

**1.2.1** Suppliers must complete and submit the table in Annex B, Basis of Payment, with their submission.

**1.2.2** Suppliers must submit ceiling prices that will apply for the complete term of the Supply Arrangement.

#### 1.3 SACC Manual Clauses

S0005T Disclosure of Pricing (2007-11-30)

S2003T Ceiling Prices and/or Rates (2008-12-12)

### 2. Basis of Selection

#### 2.1 Minimum Point Rating

- 1. To be declared responsive, an arrangement must:
  - (a) comply with all the requirements of the Request for Supply Arrangements; and
  - (b) meet all mandatory technical and financial evaluation criteria; and
  - (c) obtain the required minimum of 70 percent overall of the points for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 100 points.
- 2. Arrangements not meeting (a), (b) or (c) above will be declared non-responsive.

#### 3. Security Requirement

Not applicable to this requirement.

#### 4. Financial Viability

S0030T Financial Viability (2011-05-16)

## PART 5 - CERTIFICATIONS

Suppliers must provide the required certifications specified to be issued a supply arrangement (SA). Canada will declare an arrangement non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications suppliers provide to Canada is subject to verification by Canada during the arrangement evaluation period (before issuance of a SA) and after issuance of a SA. The Supply Arrangement Authority will have the right to ask for additional information to verify suppliers' compliance with the certifications before issuance of a SA. The arrangement will be declared non-responsive if any certification made by the Supplier is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Supply Arrangement Authority for additional information will also render the arrangement non-responsive.

See required certifications in Annex D.

## PART 6 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES

### A. SUPPLY ARRANGEMENT

#### 1. Arrangement

The Supply Arrangement covers the Work described in the Requirement at Annex A.

#### 2. Security Requirement

Not applicable to this requirement.

#### 3. Standard Clauses and Conditions

All clauses and conditions identified in the Supply Arrangement and resulting contract(s) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

#### 3.1 General Conditions

2020 (2012-03-02) General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the Supply Arrangement.

#### 3.2 Supply Arrangement Reporting

The Supplier must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Supply Arrangement. This data must include all purchases paid for by a Government of Canada Acquisition Card.

The Supplier must provide this data in accordance with the reporting requirements detailed in Annex "E". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Supplier must still provide a "NIL" report.

The data must be submitted on a quarterly basis to the Supply Arrangement Authority.

The quarterly reporting periods are defined as follows:

April 1 to June 30;

July 1 to September 30;

October 1 to December 31;

January 1 to March 31.

The data must be submitted to the Supply Arrangement Authority no later than 15 calendar days after the end of the reporting period.

#### 4. Term of Supply Arrangement

##### 4.1 Period of the Supply Arrangement

The period for awarding contracts under the Supply Arrangement is from the date of issuance of the Supply Arrangement for a period of one year, with an option for up to one (1) additional period of one (1) year.

#### 5. Authorities

##### 5.1 Supply Arrangement Authority

The Supply Arrangement Authority is:

Name: Mike Sole  
Title: Supply Specialist  
Public Works and Government Services Canada  
Pacific Region Acquisitions, Victoria

Address: 401-1230 Government St.  
Victoria, BC V8W3X4

Telephone: 250-363-8444  
Facsimile: 250-363-0395  
E-mail address: Mike.Sole@pwgsc.gc.ca

The Supply Arrangement Authority is responsible for the issuance of the Supply Arrangement, its administration and its revision, if applicable.

##### 5.2 Supplier's Representative

Suppliers must complete table below and submit with their arrangement.

Contact for:	Name	Telephone	Email
Contracting Issues			
Technical Issues			
Invoicing Issues			

#### NOTE:

A) Personnel identified for Contracting Issues will be the primary contact for subsequent solicitations resulting from the Supply Arrangement and must be authorized to submit bids.

B) Personnel identified for Technical Issues will be the primary contact for work conducted under subsequent contracts resulting from the Supply Arrangement and must be authorized to accept changes to the scope of work.

#### 6. Identified Users

The Identified Users include any government department, agency or Crown Corporation listed in Schedules I, I.1, II, III, of the *Financial Administration Act*, R.S., 1985, c. F-11.



## 7. On-going Opportunity for Qualification

A Notice will be posted once a year on the Government Electronic Tendering Service (GETS) to allow new suppliers to become qualified. Existing qualified suppliers, who have been issued a supply arrangement, will not be required to submit a new arrangement.

Suppliers may submit requests for qualification at any time, however, they will not be added to the list of qualified suppliers until the closing of the next qualification period (refresh) as per the postings on GETS.

Existing qualified suppliers, who have been issued a supply arrangement, will not be required to submit a new arrangement. If an existing qualified supplier chooses to submit new ceiling rates that are LOWER than their existing rates, any such rates (and subsequent ranking) will only come into effect after closing of the next qualification period (refresh) as posted on GETS.

Any new ceiling rates submitted on refresh by an existing qualified supplier that are in excess of their already accepted rates will result in the a supplier's qualification being cancelled or suspended by Canada pursuant to General Conditions 2020-09.

## 8. 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 the Supply Arrangement;
- (b) the general conditions 2020 (2012-03-02) General Conditions - Supply Arrangement - Goods or Services;
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment;
- (e) the Supplier's arrangement dated \_\_\_\_\_

## 9. Certifications

### 9.1 Compliance

Compliance with the certifications provided by the Supplier in the arrangement is a condition of the Supply Arrangement (SA) and subject to verification by Canada during the term of the SA and of any resulting contract that would continue beyond the period of the SA. If the Supplier does not comply with any certification or it is determined that any certification made by the Supplier in the arrangement is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and suspend or cancel the SA.

## 10. Applicable Laws

The Supply Arrangement (SA) and any contract resulting from the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in British Columbia.

## 11. Insurance Requirements

### 11.1 Commercial General Liability Insurance

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.
- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
- o. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

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

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

## 11.2 Errors and Omissions Liability Insurance

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional 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 \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
2. 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.
3. The following endorsement must be included:

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

## 12. Limitation of Liability

1. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees.

2. Whether the claim is based in contract, tort, or another cause of action, the Contractor's liability for all damages suffered by Canada caused by the Contractor's performance of or failure to perform the Contract is limited to contract value.

This limitation of the Contractor's liability does not apply to:

- a. any infringement of intellectual property rights; or
- b. any breach of warranty obligations.

3. Each Party agrees that it is fully liable for any damages that it causes to any third party in connection with the Contract, regardless of whether the third party makes its claim against Canada or the Contractor. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada for that amount.

## B. BID SOLICITATION

### 1. Bid Solicitation Documents

Canada will use the bid solicitation template 2T-MED1 for medium complexity requirements; available in the *Standard Acquisition Clauses and Conditions* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual based on the estimated dollar value and complexity of the requirement.

The bid solicitation will contain as a minimum the following:

- (a) security requirements;
- (b) a complete description of the Work to be performed;
- (c) 2003, Standard Instructions - Goods or Services - Competitive Requirements;
- (d) bid preparation instructions;
- (e) instructions for the submission of bids (address for submission of bids, bid closing date and time);
- (f) evaluation procedures and basis of selection;
- (g) A9033T Financial Capability (2011-05-16);
- (h) certifications;  
A3005T Status and Availability of Resources (2010-08-16);  
A3010T Education and Experience (2010-08-16);
- (i) conditions of the resulting contract.

### 2. Bid Solicitation Process

**2.1** Bids will be solicited for specific requirements within the scope of the Supply Arrangement (SA) from Suppliers who have been issued a SA.

**2.2** The bid solicitation will be sent directly to identified Suppliers by email.

**2.3** Responsibility for bid solicitation process and the award of contracts:

- (i) the Identified User or PWGSC for requirements up to CDN \$25,000 inclusive of GST/HST;
- (ii) and PWGSC for requirements over the specified amount.

### 2.4 Solicitation response timelines

For requirements below \$25,000, suppliers must respond to the solicitation within 5 calendar days of the date of issuance of the solicitation email by the Identified User or PWGSC.

For requirements between \$25,000-100,000, suppliers must respond to the solicitation within 10 calendar days of the date of issuance of the solicitation email by PWGSC Supply Arrangement Authority.

Requirements over \$100,000 will be subject to the Agreement on Internal Trade (AIT), and suppliers must respond to the solicitation within 15 calendar days of the date of the issuance of the solicitation email by PWGSC Supply Arrangement Authority.

**Procedures in article 3 below pertain to the Identified User, and are provided as information to the Suppliers.**

## 3 Procedures for Identified Users

The following process is internal to the Identified User, and will be followed for all bids solicited under the Supply Arrangement. (All dollar values are INCLUSIVE of GST/HST if applicable)

**Standard Forms**

The following forms will be used by the Identified User as the first page of the bid solicitation document and the first page of the resulting contract document.

PWGSC-TPSGC 9400-3, Bid Solicitation  
PWGSC-TPSGC 9400-4, Contract

**It is the responsibility of the Identified User to ensure that the solicitation process is both followed, AND documented on file with the resulting contract against the Supply Arrangement.**

- iv. For all requirements :
  - a. Bids will be solicited from all suppliers who have been issued an SA.

**C. RESULTING CONTRACT CLAUSES****1. General**

The conditions of any contract awarded under the Supply Arrangement will be in accordance with the resulting contract clauses of the template used for the bid solicitation.

Contracts will be awarded using:

2T-MED1, Medium Complexity Template, Standard Instructions 2003.

The following SACC manual clauses will apply to the resulting contract:

- (a) General conditions 2035 - Professional Services (Higher Complexity) (2012-03-02);

The above templates and clauses are set out in the *Standard Acquisition Clauses and Conditions* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

**ANNEX A****STATEMENT OF WORK****Marine Inspection and Related Technical Services (Small Vessel Construction and Repair)****A1. Scope**

The types of services covered under this contract include but are not limited to the provision of Marine Inspection and related Technical Services as it relates to Small Vessel (up to 24 Meters in length) Construction and or Refit/Repair. The Contractor's Inspector will provide these services and act on behalf of Canada's Inspection Authority (IA) named in the Call-up document.

**A2. Description**

On an "as and when requested" basis, the Contractor must supply all labour, personal protective equipment (PPE), and technical equipment required to carry out the following services:

1. Review and analyze specifications in order to prepare inspection schedules and plans to allow an Inspector (s) to provide oversight on the construction and/or refit/repair, trials and delivery of various types of small vessels up to 24 Meters in length, of the vessel to be inspected. by reviewing the supplied Statement of Work for the construction and/or refit/repair
2. Review shop/construction drawings in order to confirm compliance with specifications, standards and regulations.
3. Review materials and equipment received by the boat builder/repairer in order to confirm compliance with the specification.
4. Perform on-site quality assurance inspections of vessels under construction and/or refit/repair in order to confirm compliance with the specification, standards and regulations.
5. If required, estimate in terms of man-hours and material, the resources necessary to accomplish changes to the scope of the work of the construction and/or refit/repair through an authorized design-change process.
6. Witness tests and trials of fitted equipment aboard vessels under construction and/or refit/repair.
7. Attend and witness dock and performance trials of vessels in order to confirm compliance with the specification requirements.
8. Provide written Reports to the Authority(s) named in the call-up at agreed upon intervals. At a minimum Reports must be provided after each visit to the builder's/repairer's facility and after trials/acceptance. These Inspection Reports should be brief and to the point. Each should report all inspections performed, including work in progress, and the judgment of the Inspector as to the acceptability or otherwise of the work inspected. Where appropriate, photographs, readings, measurements, certificates, etc., should be attached as part of the Report.

**A3. Administrative Provisions**

1. For the purpose of this requirement, the following working hours and overtime periods shall apply:
  - a. A normal working day shall be any 8 hour period between the hours of 7:00 a.m. and 5:00 p.m. Monday to Friday inclusive, and totaling 40 hours per week.
  - b. \*Overtime Mon-Fri will commence after 8 hours of continuous work each day.
  - c. \*Overtime Saturday and Sunday will be any period worked either Saturday or Sunday.

**A4. Delivery of Services:**

1. Normal requested services shall be delivered or rendered as soon as practicable after award of Contract or as per an agreed upon schedule.
2. Additional Services may be added to the contractor (or removed) by use of a Design Change.
3. Emergency services shall be initiated within four (4) hours of receipt of an Authorized Design Change or as per an agreed upon schedule.

**A4. Contract Deliverables**

1. The inspector must coordinate visits with the builder through the IA.
2. The contractor must provide a detailed inspection report to the IA on completion of each visit site visit. The report must include enough detail to inform the IA of the progress and quality of the components being inspected. Inspection reports must contain as a minimum the following information:
  - Summary;
  - Progress of Known work;
  - Details of work inspected; highlight deficiencies;
  - Trials Data (as applicable); identify short comings;
  - Progress of Design Changes, as applicable;
  - Items needing the Inspection Authorities attention; and
  - Photographs.
3. The final deliverable must be certification that all aspects of the SOW for the construction and trials of the inspected vessel have been satisfied. This will include any Design Changes that are approved during the period of the contract.

This requirement shall be satisfied by providing the IA with a line by line certification of the specifications and requirements of the SOW for construction and/or refit/repair of each boat being inspected. Alternately the contractor may provide your own tracking document that presents the same information.

**A5. Conflict of Interest**

In order to avoid any real or apparent conflicts of interest, the Contractor agrees that, during the term of the contract, the Contractor will not undertake or perform services on behalf of, or contract with the boat builder or company whose work is the subject of their inspection.

Should an interest be acquired during the term of the Supply Arrangement that would cause a conflict of interest or that would seem to cause a conflict of interest or seem to cause a departure from the principles, the Contractor shall declare it immediately to the Supply Arrangement Authority and the Inspection Authority.



**ANNEX B BASIS OF PAYMENT**

The ceiling rates are subject to downward adjustment so as not to exceed the actual rates submitted as per the resulting solicitations within the scope of the Supply Arrangement.

**CEILING RATES MUST BE SUBMITTED FOR ALL  
CATEGORIES OF PERSONNEL, CATEGORIES OF SERVICE AND RATE PERIODS.**

Employee Category	OR	Category (fill in the blank with Bidder defined category)	Rate / Hour Initial period ( from award for a period of one (1) year)			Rate / Hour Extended period (if exercised)		
			Office	Field	Travel	Office	Field	Travel
Executive Engineer (EE)								
Project Manager (PM)								
Senior Engineer (SE)								
Intermediate Engineer (EE)								
Drafting Technologist (DT)								
Admin Assistant (AA)								
Sum of Employee Categories/Rates			(A)	(B)	(C)	(D)	(E)	(F)
AGGREGATE TOTAL (A+B+C+D+E+F)=(G)								(G)

**Overtime multiplier rate** (if applicable): \_\_\_\_\_

If no multiplier is inserted, it shall be deemed to be one (1).

(ie, for all hours worked in accordance with A.3 of the Statement of Work, the Bidder shall specify the multiplier to be used to be applied against the rate(s) specified above.)

Example: If overtime rates are the same as regular rates, a multiplier of 1 will be required. If ``time and one half`` rates apply, a multiplier of 1.5 will be required.

**Travel and Living Expenses**

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the Treasury Board Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the Technical Authority.

All payments are subject to government audit.

## Annex C Mandatory and Rated Technical Evaluation

Bidders must demonstrate their compliance with the following sections of the solicitation by providing substantial information describing completely and in detail how the requirement is met or addressed.

MANDATORY TECHNICAL CRITERIA	Submission Page #
The Bidder's personnel assigned to perform the technical inspection work under any resulting Contract must possess the following Certifications and experience:	
Successful completion of a college diploma in Naval Architecture or equivalent formal Naval Architecture training sufficient for certification as a Technologist by a recognized professional Association, Institute or Society of Naval Architects.	
Minimum of 4 years experience at a responsible level in a marine technical office, or in production management or in a responsible shipyard or boat building position.	
Recent (since 2002) technical experience related to the construction, refit or repair of small vessels at a Canadian boatyard/shipyard.	
Recent (since 2002) experience conducting inspections related to the construction, refit or repair of small vessels.	
In order to demonstrate that the proposed personnel possess the mandatory certifications and experience as detailed above, Bidders shall provide detailed résumés for each of the proposed personnel stating the individual's education, work history and other relevant details, which clearly indicate that the individual meets the mandatory certifications and experience requirements.	

Submissions not meeting the mandatory technical criteria will not be evaluated further.

<b>RATED TECHNICAL CRITERIA</b>	<b>Possible Points</b>	<b>Rated Points</b>	<b>Submission Page #</b>
<b>Corporate Information</b>			
Corporate experience in (3) relevant marine inspection projects related to the construction, refit or repair of small vessels.	15		
List in detail the availability of assigned personnel and adequate backup(s) resources including details of any subcontractors that you offer to make available	10		
Provide information on your company's facilities and equipment which may be necessary in carrying out the work.	5		
<b>Proposed technical personnel</b>			
Comprehensive and expert knowledge of all aspects of small vessel structural design, construction methods, and materials, including wood, FRP, and metal.	20		
Knowledge of small vessel layout and hull equipment, propulsive/auxiliary machinery systems, electrical systems/equipment and electronics including marine related inspection and testing methods. This knowledge will have been gained through experience in the marine fields of small vessel and boat operations, design and construction of small vessels and boats, systems and components.	15		
Knowledge of the extent and application of the Canada Shipping act, Small Vessel Regulations, Construction Standards for Small Vessels (TP 1332E), ABYC standards, and classification society rules, especially for construction, and regulations and procedures pertaining to ship and boat construction, refit and repairs	15		
A list of three (3) relevant marine inspection projects, including a brief description of the project, the project duration, the dollar value and the client for whom the work was done. (NOTE: This is separate from the corporate experience above, and must clearly indicate the specific responsibilities of the personnel proposed)	15		
Operator certification to aid in the evaluation of the performance of fitted navigation systems/equipment, or the acceptability of handling characteristics of vessels.			
Vessel operating certificates (Master or Mate)	5		
<b>TOTAL AVAILABLE POINTS</b>	<b>100</b>		
<b>Minimum required percentage ( based on 70 points)</b>	<b>70</b>		
<b>Final Rated points</b>			
<b>COMPLIANT? Yes / No</b>			

Submissions not meeting the MINIMUM of 70% overall for points subject to rated evaluation will be deemed non-compliant and not be evaluated further.

## Annex D Certifications

### 1. Certifications precedent to Issuance of Supply Arrangement and Certifications required with the Arrangement.

#### 1.1 Certifications Precedent to Issuance of Supply Arrangement

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

##### 1.1.1 Federal Contractors Program - Certification

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to the issuance of a supply arrangement. If the Supplier, or, if the Supplier is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the issuance of a supply arrangement.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive 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 arrangements from ineligible contractors, including an arrangement from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Supplier does not fall within the exceptions enumerated in 3. (a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Supplier must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.
3. The Supplier, or, if the Supplier is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

#### The Supplier 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), in which case a duly signed certificate of commitment is attached;
- (d) ( ) is subject to the FCP, and has a valid certificate number as follows: \_\_\_\_\_ (e.g. has not been declared an ineligible contractor by HRSDC).

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

## 1.2 Former Public Servant Certification

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, suppliers must provide the information required below.

### Definitions

For the purposes of this clause,

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

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

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

*"pension"* means, in the context of the fee abatement formula, a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c. C-17, the *Defence Services Pension Continuation Act*, 1970, c. D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c. R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S.,

1985, c. R-11, the *Members of Parliament Retiring Allowances Act*, R.S., 1985, c. M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c. C-8.

### Former Public Servant in Receipt of a Pension

**Is the Supplier a FPS in receipt of a pension as defined above?** YES ( ) NO ( )

If so, the Supplier must provide the following information:

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

### Work Force Reduction Program

**Is the Supplier a FPS who received a lump sum payment pursuant to the terms of a work force reduction program?** YES ( ) NO ( )

If so, the Supplier must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

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

## 1.2. Certifications Required with the Arrangement

### 1.2.1 Status and Availability of Resources

S3005T (2010-08-16) Status and Availability of Resources.

### 1.2.2 Education and Experience

S1010T (2010-08-16) Education and Experience

### 1.2.3 Canadian Content

This procurement is limited to Canadian services.

The Offeror certifies that the service offered is a Canadian service as defined in paragraph 2 of clause A3050T.

Solicitation No. - N° de l'invitation

EZ187-123164/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

vic250

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

EZ187-123164

File No. - N° du dossier

VIC-1-34743

CCC No./N° CCC - FMS No/ N° VME

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### **Certification**

By submitting the arrangement, the Supplier certifies that the information submitted by the Supplier in response to the above requirements is accurate and complete.