

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada
Cabot Place, Phase II
Box 4600
St. John's, NF
A1C 5T2
Bid Fax: (709) 772-4603

INVITATION TO TENDER
APPEL D'OFFRES

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

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

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

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

Comments - Commentaires

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

Issuing Office - Bureau de distribution
PWGSC / TPSGC - Nfld. Region
Cabot Place, Phase II, 6th Floor
Box 4600
St. John's, NF
A1C 5T2

Title - Sujet CCGS Larsen- Supply & Install Break	
Solicitation No. - N° de l'invitation F6855-122680/A	Date 2012-08-29
Client Reference No. - N° de référence du client F6855-122680	GETS Ref. No. - N° de réf. de SEAG PW-\$OLZ-002-5658
File No. - N° de dossier OLZ-2-35071 (002)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-09-20	
Time Zone Fuseau horaire Newfoundland Daylight Saving Time NDT	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Dalton, Colleen	Buyer Id - Id de l'acheteur olz002
Telephone No. - N° de téléphone (709) 772-4931 ()	FAX No. - N° de FAX (709) 772-4603
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF FISHERIES AND OCEANS C/O SUPPLY DEPOT SOUTHSIDE RD PO BOX 5667 ST JOHNS Newfoundland and Labrador A1C5X1 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- Part 1 General Information: provides a general description of the 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 clauses and conditions contained in all parts of the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include;
Statement of Work.
Mandatory Requirement
Basis of Payment
Insurance Requirements.

1.2 Requirement

The Canadian Coast Guard has a requirement to supply and install 12 new breakers and remove and dispose of the existing specified SACE air circuit breakers onboard the CCGS Henry Larsen.

Delivery of the 12 breakers will be required on or before March 31, 2013. Installation will be during the ship's refit period from April 18 to April 30, 2013. All travel and living expenses are to be included in the bid. Payment for the delivery of the breakers will be done once the breakers have been delivered and the installation cost will be paid when the job has been completed. All bidders are required to provide a cost for the supply of the breakers and a separate cost for the installation of the breakers.

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The standard instructions and conditions 2003 (2011-05-16) are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving

Unit by the date, time and place indicated on page 1 of the bid solicitation.

2.3 Enquiries - Bid Solicitation

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

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may

edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form

that can be distributed to all bidders may not be answered by Canada.

2.4 Applicable Laws

1. Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **Newfoundland and Labrador**.

2. The Bidder may, at its discretion, substitute the applicable laws of a Canadian province or territory of its choice without affecting the validity of its bid, by deleting the name of the Canadian province or territory

specified and inserting the name of the Canadian province or territory of its choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidder.

2.5 Work Period - Marine

1. Work must commence and be completed as follows:

Commence: April 18, 2013
 Complete: April 30, 2013

2. By submitting a bid, the Bidder certifies that they have sufficient material and human resources allocated or available and that the above work period is adequate to both complete the known work and absorb a reasonable amount of unscheduled work.

Delivery of the breakers is required by March 31, 2013. What is the best delivery available:

Payment will be made once delivery has been confirmed.

PART 3 - BID PREPARATION INSTRUCTIONS**3.1 Bid Preparation Instructions**

Canada requests that bidders provide their bid as follows:

Section I: Financial Bid (1 hard copy)
 Section II: Certifications Requirements (1 hard copy)
 Section III: Technical Bid

Section I: Financial Bid

Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet at Annex "C".

Bidders must also submit the ITT completed and signed.

Section II: Certification Requirements

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

Section III: Technical Bid

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

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 (<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.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4. Evaluation Procedures

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

4.1 Technical Evaluation

4.1.1. Mandatory Technical Criteria

The Contractors specification must meet all mandatory requirements in order to be evaluated.

4.1 Supply and install 11 identical 4160 V breakers + one spare

Meets Requirement? Yes () No ()

4.2 Existing busswork shall be used. Any modifications are part of this contract and included in the bid price.

Meets Requirement? Yes () No ()

4.3 Breakers have 120VAC charging and closing plus a 24 VDC tripping circuit.

Meets Requirement? Yes () No ()

4.4 New breakers must have a documented manufacturer's 10000 cycle of operation before requiring maintenance or refurbishment.

Meets Requirement? Yes () No ()

4.5 Breakers have the ability to be racked-out for maintenance.

Meets Requirement? Yes () No ()

4.6 Breakers are capable of operating in 40 degree Celsius.

Meets Requirement? Yes () No ()

4.7 Breakers have a mechanical interlock to prevent racking out the breaker unless in the open and discharged position.

Meets Requirement? Yes () No ()

4.8 Breakers to have the same number of auxiliary contacts as the original breakers.

Meets Requirement? Yes () No ()

- 4.9 Breakers have mechanical indication of breaker contact state, charge condition and operational cycles.

Meets Requirement? Yes () No ()

- 4.10 Breakers shall be supplied with a current certification by a Marine Classification Society.

Meets Requirement? Yes () No ()

Optional mandatory requirements:

1. Breakers are capable of being upgraded for the provision of remote racking to mitigate ArcFlash hazards.

Technical information and separate price quote required.

Meets Requirement? Yes () No ()

2. Breakers are capable of being upgraded to add ArcFlash sensing and tripping to reduce clearing times.

Technical information and separate price quote required.

Meets Requirement? Yes () No ()

Note: The above 2 mandatories are optional and pricing will be required as separate costs and CCG may not exercise the option but the mandatory must be met for each option or no further evaluation will be done.

2. Basis of Selection

2.1

Basis of Selection - Mandatory Technical Criteria

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

(Derived from - Provenant de: A0031T, 11/01/10)

PART 5 - CERTIFICATIONS

5.1 General

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 contract award. 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 additional information will also render the bid non-responsive.

5.2 Certifications Precedent to Contract Award

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

1. Insurance Certification as per Part 6.3 and Annex C
2. Workers compensation letter of good standing as per Part 6.4
3. Project Schedule as per Part 6.7
4. Federal Contractors Program for Employment Equity - Certification as per Annex J

5.3 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

1. Tender Document completed and signed.
2. Pricing information as contained in Annex "C"
3. Code of Conduct Certification as contained in Annex "D"

5.4 Code of Conduct Certifications - Consent to a Criminal Record Verification

Bidders must submit with their bid, by the bid solicitation closing date:

- (a) a complete list of names of all individuals who are currently directors of the Bidder;
- (b) a properly completed and signed form Consent to a Criminal Record Verification (PWGSC-TPSGC 229), for each individual named in the list.

PART 6 - FINANCIAL, SECURITY AND OTHER REQUIREMENTS

6.1 Security Requirement

There is no industrial security requirement associated with this requirement.

6.2 Financial Capability

SACC Clause A9033T Financial Capability 2011-05-16

6.3 Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex C.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

6.4 Workers Compensation Certification- Letter of Good Standing

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

The Bidder must provide, within two (2) working days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

6.5 Project Schedule

The schedule must be included with the bid and the successful Bidder must propose its preliminary project schedule, in Gantt chart or detailed bar chart format. The project schedule must include the Bidder's work breakdown structure, the scheduling of main activities and milestone events, and any potential problem areas involved in completing the Work.

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Requirement

The Canadian Coast Guard has a requirement to supply and install 12 new breakers and remove and dispose of the existing specified SACE air circuit breakers onboard the CCGS Henry Larsen.

Delivery of the 12 breakers will be required on or before March 31, 2013. Installation will be during the ship's refit period from April 18 to April 30, 2013. All travel and living expenses are to be included in the bid. Payment for the delivery of the breakers will be done once the breakers have been delivered and the installation cost will be paid when the job has been completed. All bidders are required to provide a cost for the supply of the breakers and a separate cost for the installation of the breakers.

7.2 Standard Clauses and Conditions**2. Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

General Conditions

2030, 2011-05-16, General Conditions - Higher Complexity - Goods

Supplemental General Conditions

1029, 2010-08-16, Ship Repairs

7.3 Security Requirement

1. There is no industrial security requirement associated with this contract.

7.4 Term of Contract**7.4.1 Work Period- Marine**

1. Work must commence and be completed as follows:
Commence: April 18, 2013
Complete: April 30, 2013
2. The Contractor certifies that they have sufficient material and human resources allocated or available and that the above work period is adequate to both complete the known work and absorb a reasonable amount of unscheduled work.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract

Public Works and Government Services Canada

Colleen Dalton

7th Floor, The John Cabot Building, 10 Barbers Hill

St. John's, NL. A1C 5T2

Phone (709)772-4931

Facsimile (709)772-2932

Email: colleen.dalton@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.

7.5.2 Inspection Authority

The Inspection Authority for the Contract is CCG.

The Inspection Authority is responsible for inspection of the Work and acceptance of the finished work. The Inspection Authority will be represented on-site by an assigned on-site Inspector and any other departmental inspectors who will from time to time be assigned in support of the designated inspector.

7.5.3 Technical Authority

The on site Technical Authority for the Contract will be Chief Engineer.

The Technical Authority is the on site representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for day to day on site technical matters. The on site technical authority is the designated authority for work arising including signatory authority for 1379s . Technical matters may be discussed with the Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

7.5.4 Project Authority

The Project Authority for the Contract will be Brian Mannion.

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.

7.6 Payment**7.6.1 Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot Price(s)**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex B for a cost of \$_____ (insert the amount 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.

7.6.2 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.

7.6.3 SACC Clauses

Limitation of Price	C6000C	2011-05-16
Time Verification	C0711C	2008-05-12
Discretionary Audit	C0100C	2010-01-11

7.7 Invoicing Instructions

1. 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.
2. Invoices must be distributed as follows:
 - (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
 - (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

7.8 Certifications

SACC Manual Clause A3015C Certifications 2008-12-12

7.9 Applicable Laws

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

7.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the Supplemental General Conditions 1029, 20010-08-16, Ship Repairs;
- (c) the General Conditions 2030 2010-08-16;
- (d) Annex A, Statement of Requirement;
- (e) Annex B, Mandatory Requirement;
- (f) Annex C, Basis of Payment;
- (g) Annex D, Code of Conduct Certification
- (h) Annex E, Insurance Requirement;
- (i) Annex F, Required Certifications
- (j) the Contractor's bid dated _____ (*insert date of bid*),

7.11 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex E. 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 five (5) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.12 Work Schedule and Reports

No later than three (3) Working Days after contract award, the preliminary schedule must be revised and expanded as necessary and resubmitted before commencement of the Work. The Contractor must provide a detailed work schedule showing the commencement and completion dates for the Work in the available work period, including realistic target dates for significant events. During the work period the schedule is to be reviewed on an ongoing basis by the Inspection Authority and the Contractor, updated when necessary, and available in the Contractor's office for review by Canada's authorities to determine the progress of the Work. The schedules must be revised on a predefined basis. The revised schedules must show the effect of progressed work and approved work arising. Changes in scheduled completion dates due to unscheduled work will not be accepted except as negotiated under Design Change or Additional Work clause.

7.13 Progress Meetings

SACC Manual Clause B9035C, 2008-05-12

7.14 Hazardous Waste

SACC Manual Clause A0290C, 2008-05-12

7.15 Site Regulations

SACC Manual Clause A9068C, 2010-01-11

7.16 Workers Compensation

SACC Manual Clause A0285C, 2007-05-25

ANNEX A**REQUIREMENT**

Sent as a separate document.

ANNEX B**Mandatory Requirement****The Contractors specification must meet all mandatory requirements in order to be evaluated.**

4.1 Supply and install 11 identical 4160 V breakers + one spare

Meets Requirement? Yes () No ()

4.2 Existing busswork shall be used. Any modifications are part of this contract and included in the bid price.

Meets Requirement? Yes () No ()

4.3 Breakers have 120VAC charging and closing plus a 24 VDC tripping circuit.

Meets Requirement? Yes () No ()

4.4 New breakers must have a documented manufacturer's 10000 cycle of operation before requiring maintenance or refurbishment.

Meets Requirement? Yes () No ()

4.5 Breakers have the ability to be racked-out for maintenance.

Meets Requirement? Yes () No ()

4.6 Breakers are capable of operating in 40 degree Celsius.

Meets Requirement? Yes () No ()

4.7 Breakers have a mechanical interlock to prevent racking out the breaker unless in the open and discharged position.

Meets Requirement? Yes () No ()

4.8 Breakers to have the same number of auxiliary contacts as the original breakers.

Meets Requirement? Yes () No ()

4.9 Breakers have mechanical indication of breaker contact state, charge condition and operational cycles.

Meets Requirement? Yes () No ()

4.10 Breakers shall be supplied with a current certification by a Marine Classification Society.

Meets Requirement? Yes () No ()

Optional mandatory requirements:

1. Breakers are capable of being upgraded for the provision of remote racking to mitigate ArcFlash hazards.

Technical information and separate price quote required.

Meets Requirement? Yes () No ()

2. Breakers are capable of being upgraded to add ArcFlash sensing and tripping to reduce clearing times.

Technical information and separate price quote required.

Meets Requirement? Yes () No ()

Note: The above 2 mandatories are optional and pricing will be required as separate costs and CCG may not exercise the option but the mandatory must be met for each option or no further evaluation will be done.

ANNEX C**Basis of Payment**

Description	Price
Supply of 12 identical 4160 V breakers	\$
Installation of 11 breakers. Price to include all travel and living cost	\$
Breakers are capable of being upgraded for the provision of remote racking to mitigate ArcFlash Hazards. (option only)	\$
Breakers are capable of being upgraded to add ArcFlash sensing and tripping to reduce clearing Times. (option only)	\$

Note:

* A detailed cost breakdown of the bid price for the installation of the breakers is to be included. This breakdown will include all labour and, travel expenses, accommodation expenses and training expenses, if applicable.

* All travel and living expenses are to have back up invoices as verification of pricing with no mark up.

All travel and living expenses to be paid at actual laid down cost as per Treasury Board Guidelines.

* All breakers are required to be delivered by March 31, 2013 and will be paid for upon delivery with the installation to be paid after the work has been completed in April.

* The above 2 optional requirements are for pricing. CCG may not exercise the options.

* HST extra

Annex "D"
Code of Conduct Certification

Sent as a separate document

ANNEX E - INSURANCE REQUIREMENTS

C1 Ship Repairers' Liability Insurance

1. The Contractor must obtain Ship Repairer's 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 \$10,000,000 per accident or occurrence and in the annual aggregate.
2. The Ship Repairer's Liability insurance 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 as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - (b) Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Canadian Coast Guard and Public Works and Government Services Canada for any and all loss of or damage to the vessel, however caused.
 - (c) Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - (d) 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.
 - (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.

C2 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 Insurance policy must include the following:
 - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - (c) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - (d) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - (e) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - (f) Employees and, if applicable, Volunteers must be included as Additional Insured.

- (g) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- (h) Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- (i) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- (j) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- (k) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
(Derived from - Provenant de: G2001C, 2008-05-12)

C3. 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 \$10,000,000.00 per incident or occurrence, to an annual aggregate of \$20,000,000 for damages caused in any one year of carrying out of the Contract, each such year starting on the date of coming into force of the Contract or its anniversary, and to a total maximum liability of \$40,000,000.00. 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.

ANNEX F - REQUIRED CERTIFICATIONS

E.1 Federal Contractors Program - \$200,000 or more

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 contract award. If the Bidder, or, if the Bidder 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 award of the Contract.

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 bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Bidder 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 Bidder 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 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;
- Act, (b) () is not subject to the FCP, being a regulated employer under the Employment Equity 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.

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, bidders 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 Bidder a FPS in receipt of a pension as defined above? YES () NO ()

If so, the Bidder 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 Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? YES () NO ()

If so, the Bidder must provide the following information:

- (a) name of former public servant;
- (b) conditions of the lump sum payment incentive;

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- (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.

Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

Annex "G"
Travel and Living Guidelines

TOTAL DAILY

MEALS:	Breakfast	\$15.60
	Lunch	\$14.85
	Dinner	\$40.85
	TOTALS	\$71.30

INCIDENTAL EXPENSES - \$17.30

If the first and/or last day in travel status is less than a full calendar day, and provided sleeping accommodation is used during the journey, you may claim **\$17.30** for incidental expenses (private & commercial). Note: includes telephone calls home

ACCOMMODATION - At Direct Cost

You may claim actual and reasonable expenses incurred for commercial accommodation; luxury accommodation is not permitted. If private accommodation is provided by friends or relatives, etc., you may claim **\$50.00** for each occasion this accommodation is used.

TRANSPORTATION

Travel by air, bus and rail at direct cost. Only coach or economy class travel permitted. For local transportation, use public transit, airport buses, etc. where practical. Rent compact size vehicles, unless the number of passengers or load justifies a mid-sized vehicle.

Kilometer Rate:

Kilometrage rate payable for use of private vehicles: **52.0 cents/km**

Taxi fare: \$10.00 (without receipt)

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