

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions Travaux  
publics et Services gouvernementaux Canada  
Pacific Region  
401 - 1230 Government Street  
Victoria, B.C.  
V8W 2Z4  
Bid Fax: (250) 363-3344

**SOLICITATION AMENDMENT**  
**MODIFICATION DE L'INVITATION**

The referenced document is hereby revised; unless otherwise  
indicated, all other terms and conditions of the Solicitation  
remain the same.

Ce document est par la présente révisé; sauf indication contraire,  
les modalités de l'invitation demeurent les mêmes.

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 2Z4

<b>Title - Sujet</b> MPO-PPB - RAMPE D'ACCÈS DE QUAI FLO	
<b>Solicitation No. - N° de l'invitation</b> F1571-13700B/A	<b>Amendment No. - N° modif.</b> 001
<b>Client Reference No. - N° de référence du client</b> F1571-137000/B	<b>Date</b> 2013-09-12
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$XLV-174-6288	
<b>File No. - N° de dossier</b> XLV-3-36047 (174)	<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 2013-09-17</b>	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Turner, Ian	<b>Buyer Id - Id de l'acheteur</b> xlv174
<b>Telephone No. - N° de téléphone</b> (250) 363-8475 ( )	<b>FAX No. - N° de FAX</b> (250) 363-3960
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>	

Instructions: See Herein

Instructions: Voir aux présentes

<b>Delivery Required - Livraison exigée</b>	<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/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

## SOLICITATION AMENDMENT #1

This amendment is promulgated to include questions and answers received to date and to make the following changes.

### DELETE

#### **6-2 Requirement**

##### **6-2.1 Vehicle Ramp**

1. The Department of Fisheries and Oceans, Small Craft Harbours, has a requirement for the supply of a Vehicle Ramp with a length of 30 meters, a breadth of 4.8 meters for a floating dock in accordance with the associated Technical Specifications detailed in the Statement of Work Annex A.

2. Goods must be delivered to destination on or before 13 December, 2013, as detailed in the resulting contract clauses.

### INSERT

#### **6-2 Requirement**

##### **6-2.1 Vehicle Ramp**

1. The Department of Fisheries and Oceans, Small Craft Harbours, has a requirement for the supply of a Vehicle Ramp with a length of 30 meters, a breadth of 4.8 meters for a floating dock in accordance with the associated Technical Specifications detailed in the Statement of Work Annex A.

2. While it is desired that all the components be delivered to the final Destination on or before January 17th, 2014, the contractor may offer an alternate delivery date which does not exceed March 15th, 2014.

## Questions and Answers

Q#	Questions and Answers to Date
1	Drawing 206 is actually drawing 205
	The correct drawing will be forwarded and labelled as 206-1
2	The general notes on Drawing No. 213122-202 indicate the ramp girders are fabricated from fracture critical material. Can you advise what the material specification is?
	<p>The fracture critical designation is from the Canadian Highway Bridge Design Code CAN/CSA-S6. It does not require any special material specifications but requires that records are kept of heat number and mill test certificate and more control during fabrication as outlined in Section 10.23 of the code.</p> <p style="text-align: right;">According to CAN/CSA-S6,</p> <p>for steel structures, tension components whose failure would be expected to result in the collapse of a bridge are defined as fracture-critical. For the present steel girder ramp (bridge) that would only apply to the tension flange of the two girders.</p> <p style="text-align: right;">CAN/CSA-S6 requires that the fracture critical tension components (the two bottom girder flanges) are fabricated of steel (including weld metal) that meets the Charpy V-notch test requirements specified in section 10.23 of CAN/CSA-S6. For coastal BC we can assume that the service temperature is <math>T_s &gt; -30</math> degrees</p>

	and the requirements are not that restrictive. The required minimum Charpy impact energy for the steel and for the weld metal is 20 J. The fabricators will probably not like the requirement and I don't really see it as a major concern with the "" service temperatures we have in coastal BC.
3	Under part 1 section 1-2 .2 it says delivery 17 Jan 2014 yet reading further part 6 6-2.1 2 says delivery on or before 13 Dec 2013 . Please confirm the delivery date.
	The ramp is to be delivered no later than 17 Jan 2014.
4	With regards to the option of DFO purchasing up to 3 more ramps in future years, can there be something put in place to protect the purchaser as well the seller against price increase as well price decrease in steel?
5	A review of the CRU Indices for hot rolled plate indicates a a change in price of less than 10% over the last year and considering a price of \$700/ton for a 40 ton ramp represents a reasonable risk to the bidder. Note also that your unit price will remain the same regardless of whether the steel costs go up or down. Fluctuations greater than 30% of the price per ton based on the CRU indices at the time of optional ramp orders will be addressed by 1379 credit or growth depending on the situation.
6	Is there any flexibility in the ramp delivery date? We have been quoted 12 to 14 weeks delivery for the Borden Roadway Grating, which doesn't leave much time to complete the ramp. The following tasks must be completed upon receipt of the grating - Match drill ramp to suit grating - Sandblast and paint the ramp - Install the grating after paint - Ship to site
	While it is desired that all the components be delivered to the final Destination on or before January 17th, 2014, the contractor may offer an alternate delivery date which does not exceed March 15th, 2014.
7	Do you want this ramp to delivery site with all the decking, walkway, and transitions connected and 100% complete or certain parts disconnected for the sake of installation cranes etc?
	The ramp will be accepted by the TA fully assembled at the fabrication shop. It can then be disassembled for transportation at the cost of the Contractor. Full assemble, minus the transitions, is required at the delivery site.
8	Can you clarify what scope is involved in Annex B Item d? There are other sections such as Part 6-5.3 page 14 of 22 and section 005100 Item 4 and Item 9 of section 005500 that would indicate that Inspection are being taken care of by the engineer.
	That line was intended to cover NDT and other inspection requirements however a closer review of the spec indicates the NDT will be as called up by the inspector so there is no real purpose to the line. Bidder are to enter \$0.00 on this line

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**LIST OF ANNEXES:**

Annex A

Requirement

Annex B

Financial Bid Presentation Sheet

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## **PART 1 - GENERAL INFORMATION**

### **1-1 Security Requirement**

There is no security requirement associated with this bid solicitation.

### **1-2 Requirement**

1. The Department of Fisheries and Oceans, Small Craft Harbours, has a requirement for the supply of a Vehicle Ramp with a length of 30 meters, a breadth of 4.8 meters for a floating dock in accordance with the associated Technical Specifications detailed in the Statement of Work Annex A.
2. Goods must be delivered to the destination on or before 17 January,2014, as detailed in the resulting contract clauses.

### **1-3 Optional Goods and/or Services**

The Contractor grants to Canada the irrevocable option to acquire three (3) additional ramps described at Annex A of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before September 30th, 2015 for delivery date no later than March 31, 2016, by sending a written notice to the Contractor.

### **1-4 Debriefings**

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.

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## **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

(<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 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### **2-2 Submission of Bids**

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

### **2-3 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than four (4) 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 BRITISH COLUMBIA
2. Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the

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

**2-5 SACC Manual Clauses**

<b>Reference</b>	<b>Title</b>	<b>Date</b>
A3015T	Certifications	2008-12-12
A7035T	List of Proposed Subcontractors	2007-05-25

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

### **3-1 Bid Preparation Instructions**

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

Section I:            Technical Bid (1 copy)  
Section II:           Financial Bid (1 copy)  
Section III:          Certifications (1 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>). 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.

#### **3-1.1 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.

#### **3-1.2 Section II: Financial Bid**

Bidders must submit their financial bid in accordance with Annex B, Financial Bid Presentation Sheet. The total amount of Applicable Taxes must be shown separately.

#### **3-1.3 Section III: Certification Requirements**

Bidders must submit the certifications required under Part 5.

### 3-2 Tables of Bid Deliverables

#### 3-2.1 Mandatory Bid Deliverables

Regardless of requirements specified elsewhere in this bid solicitation and its associated Statement of Work, the following are the only mandatory documents that must be submitted with the response at the time of bid closing. The Bidder must be compliant on each item to be considered responsive.

Item	Description	Completed and Attached
<b>Section I Technical Bid</b>		
1	Solicitation document part 1 page 1, completed and signed	
<b>Section II Financial Bid</b>		
1	Annex B, <u>Financial Bid Presentation Sheet</u> , completed	

#### 3-2.2 Supporting Deliverables

If the following documents, which support the bid, are not submitted with the bid they may be requested by the Contracting Authority and must be provided by the bidder within **24 hours** of the written request:

Item	Description	Completed and Attached	To be forwarded if requested by the CA
1	Changes to Applicable Laws (if any) as per article 2-4		
2	Code of Conduct Provide a complete list of names of all individuals who are currently directors of the Bidder per article 5.2		
3	Signed Consent to a <u>Criminal Record Verification</u> form- PWGSC-TPSGC 229) ( <a href="http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html">http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html</a> ), per article.5.2		
4	Contractor's Representative(s) as per article 6-5.4		
5	Proof of welding certification and documentation as per article 5.3		
6	Provide Project Schedule as per article 5.4		
7	Subcontractor List per article 6.11		

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

### **4-1 Evaluation Procedures**

Submissions will be evaluated in accordance with all requirements of the tender, including compliance with mandatory certifications and the table of deliverables as detailed in sections 5 and 6 requirements. Any additional information that supports the application will be requested as required by the contracting authority, as described in Part 6. Only bids that are to meet all mandatory requirements and acceptable submission of additional information within the specified time shall be deemed sensitive.

### **4-2 Basis of Selection**

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.

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## **PART 5 - CERTIFICATIONS**

### **5-1 General**

Bidders must provide the required certifications and documentation to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default, if any certification made by the Bidder is found to be untrue whether during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with this request will also render the bid non-responsive or will constitute a default under the Contract.

### **5-2 Mandatory Certifications Required Precedent to Contract Award**

#### **5-2.1 Code of Conduct and Certifications - Related documentation**

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

#### **5-2.2 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (<http://www.hrsdc.gc.ca/eng/labour/index.shtml>) available from Human Resources and Skills Development Canada (HRSDC) - Labour's website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed "[annex H, Federal Contractors Program for Employment Equity - Certification](#), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

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### 5-3 Welding Certification

1. Welding must be performed by a welder certified by the Canadian Welding Bureau and in accordance with the requirements of the following Canadian Standards Association (CSA) standards:
  - a. CSA W47.1-03 (R2008), Certification of Companies for Fusion Welding of Steel (*Minimum Division Level 2.1*); and,
  - b. CSA W47.2-M1987 (R2008), Certification of Companies for Fusion Welding of Aluminum (*Minimum Division Level 2.1*).
  
2. Before contract award and within twenty four (24) hours of the written request by the Contracting Authority, the Bidder must submit evidence demonstrating its (or its subcontractor's) certification to the welding standards. In addition, welding must be done in accordance with the requirements of the applicable drawings and specifications.

### 5-4 Project Schedule

Before contract award and within twenty four (24) of written notification by the Contracting Authority the Bidder must submit to Canada one (1) copy of its preliminary production work schedule. This schedule is to show the commencement and completion dates for the Work in the available work period, including realistic target dates for significant events. This schedule may be reviewed with the Bidder prior to work commencement as deemed by the Contracting Authority.

Before contract award and within twenty four (24) of written notification by the Contracting Authority the Bidder must provide a sample document from its scheduling system including a typical progress report, a quality control inspection report and a milestone event network.

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

### **6-1 Security Requirement**

There is no security requirement applicable to this Contract.

### **6-2 Requirement**

#### **6-2.1 Vehicle Ramp**

1. The Department of Fisheries and Oceans, Small Craft Harbours, has a requirement for the supply of a Vehicle Ramp with a length of 30 meters, a breadth of 4.8 meters for a floating dock in accordance with the associated Technical Specifications detailed in the Statement of Work Annex A.

2. Goods must be delivered to destination on or before 13 December, 2013, as detailed in the resulting contract clauses.

#### **6-2.2 Optional Goods and/or Services**

The Contractor grants to Canada the irrevocable option to acquire **Three (3) additional** ramps described at Annex A of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before September 30th, 2015 for delivery date no later than March 31, 2016, by sending a written notice to the Contractor.

### **6-3 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.

#### **6-3.1 General Conditions**

2010A (2013-04-25), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

### **6-4 Delivery, Inspection and Acceptance**

#### **6-4.1 Delivery Date**

All the deliverables must be received on or before \_\_\_\_\_ (To be completed by the Contracting Authority at Contract Award)

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**6-4.2 Destination Address**

French Creek Harbour Authority  
1055 Lee Road  
Parksville, BC V9P 2E1  
Attention: Mike Braim Telephone: 604-666-8896

**6-4.3 Delivery Preparation**

Preparation for delivery and packaging are to be to the highest manufacturer's standard for the mode of transportation utilized, to ensure safe arrival at final destination.

**6-4.4 Shipping Instructions - Delivery at Destination, Unloading and Acceptance**

1. The Contractor is responsible for all delivery charges, administration, costs and risk of transport and customs clearance, excluding the payment of customs duties and taxes.
2. The Contractor must inform the Contracting Authority when the shipment has been consigned for delivery and must provide shipping details in the form of traceable waybill numbers, or other applicable information.
3. Contractor must make their own arrangements for offloading and supporting the ramp and components at the Destination.
4. Contractor must provide sufficient equipment and personnel to permit safe unloading of the ramp and components without the assistance of federal government personnel.
5. The Technical Authority reserves the right to perform final inspections upon delivery at Destination, both before unloading and afterunloading.
6. Final acceptance will be with the ramp and components properly supported at the Destination.

**6-5 Authorities****6-5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Ian Turner

Supply Team Leader

Public Works and Government Services Canada  
Pacific Region, Acquisitions, Marine  
401, 1230 Government Street,  
Victoria, BC, V8W 3X4  
Telephone: 250-363-8475; Facsimile: 250-363-3960  
E-mail address: ian.turner@pwgsc-tpsgc.gc.ca

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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.

### **6-5.2 Technical Authority**

The Technical Authority for the Contract is:

Mike Braim  
Project Engineer  
Fisheries and Oceans Canada  
Small Craft Harbours  
200 - 401 Burrard St  
Vancouver, British Columbia V6C 3S4  
Telephone : 604-666-8896, Fax : 604-666-7056  
Email: Mike.Braim@dfo-mpo.gc.ca

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

### **6-5.3 Inspection Authority**

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the Requirements at Annex A and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment. Any communication with a Contractor regarding the quality of the Work performed pursuant to this Contract shall be undertaken by official correspondence through the Contracting Authority.

**6-5.4 Contractor's Representative(s)**

Name and telephone numbers of the person responsible for General Enquiries:

Name: \_\_\_\_\_ Telephone No: \_\_\_\_\_

Facsimile No: \_\_\_\_\_ E-mail: \_\_\_\_\_

Name and telephone numbers of the person responsible for Delivery:

Name: \_\_\_\_\_ Telephone No: \_\_\_\_\_

Facsimile No: \_\_\_\_\_ E-mail: \_\_\_\_\_

**6-6 Payment****6-6.1 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(s) as specified in Annex B. Customs duties are excluded and Applicable Taxes are extra.

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.

**6-6.2 Method of Payment- Milestone**

1. Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract, up to 90% percent of the amount claimed and approved by Canada if:

a. An accurate and complete claim for payment using form PWGSC-TPSGC 1111, Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;

b. The total amount for all milestone payments paid by Canada does not exceed 90% percent of the total amount to be paid under the Contract;

c. All the certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives;

d. All work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.

**6-7 Invoicing Instructions**

**6-7.1** The Contractor must submit invoices in accordance with the section of the General Conditions titled "Invoice Submission".

**6-7.2 The original invoice must be made out to:**

Small Craft Harbours  
200 - 401 Burrard St  
Vancouver, British Columbia V6C 3S4

**The original invoice is to be forwarded to:**

Public Works and Government Services Canada  
Pacific Region  
Acquisitions, Marine  
401- 1230 Government Street  
Victoria, BC, V8W 3X4                      Attention: Ian Turner

**6-8 Certifications****6-8.1 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.

**6-9 Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_. **(To be completed by the Contracting Authority at Contract Award)**

**6-10 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 2010A (2013-04-25), General Conditions - Goods (Medium Complexity);
- c. Annex A, Requirement;
- d. Annex B, Basis of Payment; and,
- e. the Contractor's bid dated \_\_\_\_\_ (insert date of bid) (If the bid was clarified or amended, insert at the time of contract award: “, as clarified on \_\_\_\_\_” or “, as amended on \_\_\_\_\_” and insert date(s) of clarification(s) or amendment(s))

## 6-11 Sub-contracts and Sub-contractor List

If the bid includes the use of subcontractors, the Bidder agrees, upon request from the Contracting Authority, to provide a list of all subcontractors including a description of the things to be purchased, a description of the work to be performed and the location of the performance of that work. The list should not include the purchase of off-the-shelf items, software and such standard articles and materials as are ordinarily produced by manufacturers in the normal course of business, or the provision of such incidental services as might ordinarily be subcontracted in performing the Work.

The Contracting Authority is to be notified, in writing, of any changes to the list of subcontractors before commencing the work.

When the Contractor sub-contracts work, a copy of the sub-contract purchase order is to be passed to the Contracting Authority. In addition, the Contractor must monitor progress of sub-contracted work and inform the Quality Assurance Authority on pertinent stages of work to permit inspection when considered necessary by the Quality Assurance Authority.

## 6.12 Procedures for Design Change or Additional Work

1. When Canada requests design change or additional work:

(a) The Technical Authority will provide the Contracting Authority with a description of the design change or additional work in sufficient detail to allow the Contractor to provide the following information:

(i) any impact of the design change or additional work on the requirement of the Contract;

(ii) a price breakdown of the cost (increase or decrease) associated with the implementation of the design change or the performance of the additional work using the form PWGSC-TPSGC1379, Work Arising or New Work.

(iii) a schedule to implement the design change or to perform the additional work and the impact on the contract delivery schedule.

(b) The Contracting Authority will then forward this information to the Contractor.

(c) The Contractor will return the completed form to the Contracting Authority for evaluation and negotiation. Once agreement has been reached, the form must be signed by all parties in the appropriate signature blocks. This constitutes the written authorization for the Contractor to proceed with the work, and the Contract will be amended accordingly.

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2. When the Contractor requests design change or additional work:
- (a) The Contractor must provide the Contracting Authority with a request for design change or additional work in sufficient detail for review by Canada.
  - (b) The Contracting Authority will forward the request to the Technical Authority for review.
  - (c) If Canada agrees that a design change or additional work is required, then the procedures detailed in paragraph 1 are to be followed.
  - (d) The Contracting Authority will inform the Contractor in writing if Canada determines that the design change or additional work is not required.
3. Approval
- The Contractor must not proceed with any design change or additional work without the written authorization of the Contracting Authority. Any work performed without the Contracting Authority's written authorization will be considered outside the scope of the Contract and no payment will be made for such work.

Solicitation No. - N° de l'invitation

F1571-13700B/A

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

F1571-137000/B

Amd. No. - N° de la modif.

001

File No. - N° du dossier

XLV-3-36047

Buyer ID - Id de l'acheteur

xlv174

CCC No./N° CCC - FMS No/ N° VME

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## **ANNEX A - STATEMENT OF WORK**

A-1 The Statement of Work [SOW] is provided in a separate electronic document included in the tender package entitled:

### **Vehicle Ramp Fabrication - Technical Spec.pdf**

To obtain a copy of the SOW and references detailed in the SOW Bidders must arrange pickup by making a request in writing to the Contracting Authority identified in Article 7-5.1

## ANNEX B- FINANCIAL BID PRESENTATION SHEET

### B1 Price for Evaluation

The price of the bid, for one ramp, will be evaluated in Canadian currency, all taxes and duties included, Carriage and Insurance Paid (CIP) to Destination, French Creek, B.C. (Incoterms 2000) for Goods.

Item	Description	Price
a.	All work not separated out below	\$ _____
b.	Material Costs	\$ _____
c.	Labour Costs	\$ _____
d.	Quality Assurance and Inspection services costs	\$ _____
e.	Provision of shop drawings in hard and soft copy	\$ _____
f.	Steel surface preparation & application of coatings	\$ _____
g.	Delivery	\$ _____
h.	<b>Unscheduled Work</b> <i>Labour Cost:</i> Estimated labour hours at a firm <i>Charge-out Labour Rate</i> , including overhead and profit: 50 person hours X \$ _____ per hour for a PRICE of: <b>See articles B2 below.</b>	\$ _____
i.	<b>Total Price for Evaluation</b> ( a + b + c + d + e + f + g + h ) GST Excluded For a Firm Price of:	\$ _____

Bidders are required to ensure that the cost to complete every Item of Work or Service in the Specifications is included in the Cost For Known Work above; Where the scope of extra work or credits is within +or- 50% of the area or number of components specified above, the Separate Prices quoted above by the Bidder will be used to prorate to the actual work quantity. Where the variance exceeds +or- 50%, consideration will be given to set-up costs and economies of scale.

## B2 Unscheduled Work

Unscheduled work arising, as authorized by the Minister, will be calculated in the following manner:

"Number of hours (to be negotiated) X \$\_\_\_\_\_ your firm hourly *Charge-out Labour Rate* which includes *Overhead* and profit, plus net laid-down cost of materials to which will be added a 10% mark-up, plus Goods and Services Tax or Harmonized Sales Tax as applicable, of the total cost of material and labour. The firm hourly *Charge-out Labour Rate* and the material mark-up will remain firm for the duration of the Contract and any subsequent amendments."

**B2.1:** Notwithstanding definitions or useage elsewhere in this document, or in the Bidder's Cost Management System, when negotiating *Hours* for unscheduled work, PWGSC will consider only those hours of labour directly involved in the production of the subject work package.

Elements of *Related Labour Costs* identified in B2.2 will not be negotiated, but will be compensated for in accordance with B2.2. It is therefore incumbent upon the Bidder to enter values in the above table which will result in fair compensation, regardless of the structure of their Cost Management System.

**B2.2:** Allowance for *Related Labour Costs* such as: Management, Direct Supervision, Purchasing and Material Handling, Quality Assurance and Reporting, First Aid, Gas Free Inspecting and Reporting, and Estimating will be included as *Overhead* for the purposes of determining the *Charge-out Labour Rate* entered in Table B1 line B2) above.

**B2.3:** The 10% mark-up rate for materials will also apply to subcontracted costs. The mark-up rate includes any allowance for material and subcontract management not allowed for in the Chargeout Labour Rate. A separate labour component for the purchase and handling of materials or subcontract administration is not allowable.

## B3 Delivery

While it is desired that all the components be delivered to the final Destination on or before January 17th, 2014, the best delivery we can offer is \_\_\_\_\_ weeks (ARO) after receipt of order.

"Failure to keep the Contract Authority informed"

As the delivery date is an essential part of this contract, except for excusable delays notified in accordance with Article 16 (Time of Essence) of 2010, failure to communicate any changes to the delivery schedule specified in this contract will prejudice Canada and will, at Canada's discretion, entail either:

- a) Contract Termination in accordance with General Conditions 2010 Article 16 (Time of the Essence) and Article 23 subsection 4, (Default by the Contractor), and the Contractor remains liable to Canada for any amounts, including milestone payments,

paid by Canada and for all losses and damages which may be suffered by Canada by reason of the default, including any increase in the cost incurred by Canada in procuring the work from another source; or

- b) Consideration for Contract Amendment. Delivery date(s) will not be extended without consideration being provided by the Contractor in the form of adjustment to the price, warranty, and/or services provided.

Any of the above remedies applied will be logged against Contractor performance. Unsatisfactory performance could debar a Contractor for a period of time from bidding on future requirements.

#### **B4 Milestones**

Milestone payments will be made based on the following rates subject to negotiation and actual invoices presented by the Contractor and subject to article 6-6.2.

#	Detail	Value
1	Procurement and receipt of materials	50%
2	Completion of ramp fabrication	30%
3	Prepare and paint	5%
4	Fabricate and install attachments to ramp	10%
5	Delivery	5%