

**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**

**REQUEST FOR PROPOSAL**  
**DEMANDE DE PROPOSITION**

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

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

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

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

**Comments - Commentaires**

|   |  |
|---|--|
| <b>Title - Sujet</b><br>SUPPLY PAINTER'S FLOATING PLATFORM  |  |
| <b>Solicitation No. - N° de l'invitation</b><br>W0103-13K116/B  | <b>Date</b><br>2013-09-24                    |
| <b>Client Reference No. - N° de référence du client</b><br>W0103-13QK116  |  |
| <b>GETS Reference No. - N° de référence de SEAG</b><br>PW-\$XLV-167-6322  |  |
| <b>File No. - N° de dossier</b><br>XLV-3-36062 (167)  | <b>CCC No./N° CCC - FMS No./N° VME</b>       |
| <b>Solicitation Closes - L'invitation prend fin</b><br><b>at - à 02:00 PM</b><br><b>on - le 2013-10-10</b>  |  |
| <b>Time Zone</b><br><b>Fuseau horaire</b><br>Pacific Daylight Saving<br>Time PDT  |  |
| <b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes<br><b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/> |  |
| <b>Address Enquiries to: - Adresser toutes questions à:</b><br>Minckler, Mike   | <b>Buyer Id - Id de l'acheteur</b><br>xlv167 |
| <b>Telephone No. - N° de téléphone</b><br>(250) 363-0110 ( )  | <b>FAX No. - N° de FAX</b><br>(250) 363-3960 |
| <b>Destination - of Goods, Services, and Construction:</b><br><b>Destination - des biens, services et construction:</b><br>DEPARTMENT OF NATIONAL DEFENCE<br>SEE HEREIN   |  |

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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

**Issuing Office - Bureau de distribution**  
Public Works and Government Services Canada - Pacific  
Region  
401 - 1230 Government Street  
Victoria, B. C.  
V8W 2Z4

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Solicitation No. - N° de l'invitation

W0103-13K116/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

xl167

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

W0103-13QK116

File No. - N° du dossier

XLV-3-36062

CCC No./N° CCC - FMS No/ N° VME

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirement**

There is no security requirement associated with the Requirement

### **1.2 Requirement**

Supply and deliver Painter's Floating Platform for DND Harbour Master. in accordance with the requirement attached as Annex A and the Financial Bid Presentation Sheet attached as Annex B.

### **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 .

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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 to the Contracting Authority no later than two (2) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

### 2.4 Applicable Laws

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

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

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

## **2.5 SACC Manual Clauses**

**Reference****Title****Date**

A3015T

Certifications

2008-12-12

## **2.6 No Substitute Products**

Bidders must provide products that are of the same description, brand name, model and/or part number as detailed in the item description of the bid solicitation. Bidders are advised that substitute products will not be considered

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

### **3.1 Bid Preparation Instructions**

If the Bidder submits a hard copy of their bid, it must be provided in separately bound sections as follows:

Section I: Management Bid (1 hard copies)

Section II: Financial Bid one (1) copy

Section III: Certifications Requirements (1 hard copy)

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement

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

- 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: Management Bid**

The Management Bid should be concise and should include all the certifications and other requirements as noted in Parts 5 and 6.

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

Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet Annex B

#### **Section III: Certification Requirements**

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

### 3.1.1 Mandatory Tender Deliverable Requirements

Notwithstanding deliverable requirements specified anywhere else within this Request of Proposal and its associated Technical Specifications, the following are the only mandatory deliverables that must be submitted with the Proposal documents at the time of bid closing. The following are mandatory and the Bidder must be compliant on each item to be considered responsive.

| Item | Description  | Completed and Attached |
|------|--|------------------------|
| 1    | <b>Request for Quotation document part 1, page 1 completed and signed;</b>   |                        |
| 2    | <b>Financial Bid as per Annex B <u>Financial Bid presentation Sheet</u></b>  |                        |
| 3    | <b>Provide a complete list of the names of all directors or in the case of Sole Proprietorships the name of the owner, <u>as per article 5.1</u></b> |                        |

### 3.1.2 Supporting Tender Deliverable Requirements

If the following information which supports the bid is not submitted with the Proposal; it will be requested by the Contracting Authority, from the lowest responsive Bidder and it must be provided 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 article 5-2.1 - Provide a complete list of names of all individuals who are currently directors of the Bidder or in the case of a Sole Proprietorship the name of the owner. |                        |  |
| 3    | Certifications as per Article 5.2  |                        |  |
| 4    | Completed Contractor's Representative as per Article 6.5.4   |                        |  |



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

### **4.1 Evaluation Procedures**

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

#### **4.1.1 Technical Evaluation.**

All bids must be completed in full and provide all of the information requested in the bid solicitation in order for a full and complete evaluation to be done.

##### **4.1.1.1 Mandatory Technical Criteria**

All details of the goods contained in the requirement, attached at Annex A are mandatory. In order for a Bidder's submission to be found responsive, the Bidder must demonstrate in their Technical bid that the goods being offered meet or exceed all the technical specifications as stated and that there are no deviations.

#### **4.1.2 Financial Evaluation**

The Bidder's financial bid will be examined to determine that it is compliant with the requirements of the solicitation.

### **4.2 Basis of Selection**

SACC Manual Clause A0069T Basis of Selection 2007-05-25

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## **PART 5 - CERTIFICATIONS**

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.

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

#### **5.1.1 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 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.

##### **5.2.1 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.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.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.

## PART 6 - RESULTING CONTRACT CLAUSES

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

### 6.1 Security Requirement

There is no security requirement associated with the requirement.

### 6.2 Requirement

Supply and deliver Painter's Floating Platform for DND Harbour Master. in accordance with the requirement attached as Annex A and the Financial Bid Presentation Sheet attached as Annex B.

### 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 or Services (Medium Complexity), apply to and form part of the Contract.

### 6.4 Term of Contract

#### 6.4.1 Delivery Date

Delivery to the destination will be completed \_\_\_\_X\_\_\_\_ weeks (ARO) after receipt of order. (To be completed by the Contracting Authority at Contract Award)

The Contractor must inform the Contracting Authority named in Article 6.5.1 when the goods have been shipped. In addition, the Contractor must provide shipping details to allow the shipment to be tracked.

### 6.5 Authorities

#### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Mike Minckler  
Public Works and Government Services Canada  
Pacific Region, Acquisitions, Marine  
401, 1230 Government Street,  
Victoria, BC, V0W 3X4  
Telephone: 250-363-0110; Facsimile: 250-363-3960  
E-mail address: michael.minckler@pwgsc-tpsgc.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.

#### **6.5.2 Technical Authority**

The Technical Authority for the Contract is:

Mr. Doug Kimmett

DND Harbour Master

CFB Esquimalt

Victoria, B.C. V9A 7N2

Telephone: 250 363-4950

The Technical 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 matter 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 of the Statement of Work 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**

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 in accordance with the firm price table indicated in Annex B. Customs duties are included, and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

### 6.6.2 SACC Manual Clauses

|        |                     |            |
|--------|---------------------|------------|
| C6000C | Limitation of Price | 2011-05-16 |
| H1000c | Single Payment      | 2008-05-12 |
| B7500C | Excess Goods        | 2006-06-16 |

### 6.6.3 No Substitute Products

**2006-08-15**

Bidders must provide products that are of the same description, brand name, model and/or part number as detailed in the item description of the bid solicitation. Bidders are advised that substitute products will not be considered.

## 6.7 Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions

**The original invoice must be made out and sent to:**

DND - Base Logistics- Bldg 211D

PO Box 17000 Stn Forces

CFB Esquimalt, B.C.

Victoria, B.C. V9A 7N2

**A COPY of the original invoice is to be forwarded to:**

Public Works and Government Services Canada

Pacific Region

Acquisitions, Marine

401- 1230 Government Street

Victoria, BC, VOW 3X4

Attention: Mike Minckler

## 6.8 Certifications

**6.8.1** 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

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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 \_\_\_\_\_ ( Insert the name of the province or territory specified by the bidder in their bid solicitation, if applicable)

## **6.10 Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) 2010A (2013-04-25) General Conditions - Goods or Services (Medium Complexity);
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment; and
- (e) the Contractor's bid dated \_\_\_\_\_,

## **6.11 Sub-contracts and Sub-contractor List**

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 NOT USED- Welding Certification**

**6.13 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.

**6.14 Delivery Address**

All equipment is to be delivered to the final destination:

**DND - CFAV - Jetty Services  
Canadian Forces Base Esquimalt  
Building 221A Dockyard  
CFB Esquimalt  
Victoria, B.C. V9A 7N2**

**Contact J. Purdie prior to delivery at 250 363-2179**

**6.15 Shipping Instructions - Delivery at Destination**

1. Goods must be consigned to the destination specified in the Contract and delivered CIP ( Carriage Insurance Paid) to the destinations as per article 6.14 Incoterms 2000 for shipments from commercial contractor.
2. The Contractor is responsible for all delivery charges from the Contractor's facility to the destinations as per article 6.14 , including administration costs, insurance and risk of transport.
3. The Contractor is to inform the Contracting Authority named herein when the shipment has been consigned for delivery and is to provide shipping details in the form of traceable waybill numbers, or other applicable information.

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**ANNEX A - REQUIREMENT****STATEMENT OF REQUIREMENT****1.0 Scope**

**1.1 Purpose:** procurement of one (1) Paint Cat with the option of purchasing a second unit within 12 months of the first purchase.

**1.2 Background (optional):** Paint Cats are utilized for ship's staff to carry out minor hull cleaning and paint work.

**2.0 Requirements**

The paint cats must be stable and sufficiently robust to allow two to three personnel a working platform to stand on. Details as follows:

- 14 ft long by 12 ft wide
- Sufficient draft to provide stability for personnel working on deck
- Deck to be able to contain liquid product and allow drainage when not utilized for painting
- Lifting points of sufficient strength to lift the camel
- Four securing cleats for tying up
- Platform top to enable personnel to perform tasks, painting and preparation.
- Constructed of an engineered product with the following features: non corroding, non rotting, UV resistant without coatings, petroleum degradation resistant, resist marine growth accumulation and easily cleaned.
- Paint cats must be maintenance free for a minimum of ten years
- Non marking rubber fendering on four sides.

The contractor must have a proven line of products, which meet the requirements with minimal modification.

Products must be similar to attached drawing.

All implied warranties and guarantees that apply are to be submitted.

All bids to include shipping and delivery to CFB Esquimalt.

**3.0 Deliverables**

Paint Cat must be delivered no later than 14 February 2014.



**-DND QHM PAINTERS RAFT -****Technical Statement of Requirement (TSOR) - Technical Specification & Evaluation Plan**

| <b>Section</b> | <b>Item</b>                    | <b>Requirement</b>  | <b>Proposal/Evaluation</b> | <b>Evaluation/Pts</b>                    |
|----------------|--------------------------------|---|----------------------------|--|
| 1              | General                        | Paint Cats to support the Canadian Forces Auxiliary Fleet to provide stable, safe, and environmentally responsible platforms for conducting painting and alongside maintenance of Canadian Forces ships.  |                            | N/A                                      |
|                | 1.1                            | The Paint Cats are deployed alongside various warships and must provide a stable and safe platform for up to four personnel to conduct painting and maintenance of Canadian Forces ships. The Paint Cats must have suitable containment for paint and other deleterious substances that may be spilled on the deck. The containment system must consider the requirement to shed rain water when in the stored condition. |                            | General evaluation of suitability<br>R10 |
|                | 1.2                            | Supply (1) Paint Cat,   |                            | N/A                                      |
| 2              | Dimensions                     | General dimensions must provide a work platform of suitable size to facilitate painting and maintenance of Canadian Forces ships.   |                            | N/A                                      |
|                | 2.1                            | Length on deck: 14'-0"  |                            | M  |
|                | 2.2                            | Breadth on deck: 12'-0"   |                            | M  |
|                | 2.3                            | Depth of structure at sides: 2'-6" to 4'-0"   |                            | M  |
|                | 2.4                            | Freeboard to walking surface: 1'-6" to 2'-0"  |                            | M  |
|                | 2.5                            | Draft: 1'-0" to 2'-6"   |                            | M  |
| 3              | Stability                      | Paint Cats must be sufficiently stable transversely to facilitate personnel working on board and able to carry a deadweight of 2,000 lbs with suitable reserve of buoyancy or freeboard.  |                            | N/A                                      |
|                | 3.1                            | Water plane dimensions not less than: 14'-0' x 8'-0".   |                            | M  |
|                | 3.2                            | Reserve freeboard of hull must be not less than 0'-9" (average).  |                            | M  |
| 4              | Structure, Service Requirement | Structure must be generally robust and capable of withstanding forces or pressures generated through towing to various points in harbour, which include wave and swell heights up to 1 metre. The Paint Cats and securing arrangements must be sufficiently robust to remain alongside vessels in these conditions for extended periods of time.  |                            | N/A                                      |
|                | 4.1                            | Bidder must assess and provide with their bid the likely applied forces based on the Service Requirement stated above.  |                            | M 7 R 10                                 |

|   |           |  |  |          |
|---|-----------|--|--|----------|
|   | 4.2       | Bidder must assess and demonstrate in their bid the capacity of the Paint Cats to withstand the applied compressive and docking forces.  |  | M 7 R 10 |
|   | 4.3       | Structure must be of sufficient depth to resist any tendency to cant or capsize between two vessels; the alongside vessel and the towing vessel. Structural depth not less than 2'-6".   |  | M        |
|   | 4.4       | Overall robustness of structure.   |  | R 10     |
|   | 4.5       | Structural design and arrangement precludes or minimizes enclosed spaces requiring periodic examination and maintenance.   |  | R 10     |
| 5 | Materials | Materials must be constructed of robust and environmentally stable which must be rated as maintenance free for not less than 10 years. Recycled materials, where appropriate, will be preferred provided they are suitably reinforced to resist deformation. |  | N/A      |
|   | 5.1       | Resistant to petro-chemicals, paints.  |  | R 10     |
|   | 5.2       | Non corroding, non rotting.  |  | R 10     |
|   | 5.3       | UV resistant without coatings.   |  | R 10     |
|   | 5.4       | Resist to marine growth accumulation and easily cleaned.   |  | R 10     |
|   | 5.5       | Use of recycled materials, suitably reinforced.  |  | R 10     |
|   | 5.6       | Materials must be environmentally stable and maintenance free for at least 10 years.   |  | M 7 R 10 |
| 6 | Features  | Paint Cats must be fitted with the following outfit items and features:  |  |          |
|   | 6.1       | Non marking D rubber fendering on four sides.  |  | M 7 R 10 |
|   | 6.2       | Suitable slip resistant, maintenance free walking surface.   |  | M 7 R 10 |
|   | 6.2       | Four (4) securing cleats (8" minimum).   |  | M        |
|   | 6.4       | Four (4) lifting points (1 3/8" minimum eye). Suitable for lifting the Paint Cat with 10 percent (10%) additional weight from marine growth.   |  | M        |
|   | 6.5       | Spill containment/collection system or drains.   |  | M 7 R 10 |

|   |        |  |      |
|---|--------|--|------|
| 2 | 2.10.1 | Mandatory Proposal Deliverable Requirements (see RFP)          | M    |
| 2 | 2.10.2 | Mandatory Proposal Deliverable Requirements (see RFP)          | M    |
| 2 | 2.7    | ISO Registration or example documentation                      | R 10 |
| 2 | 2.8    | Draft Inspection and Test Plan or example                      | R 10 |
| 2 | 2.9    | Preliminary Production Work Schedule                           | R 10 |
| 3 | 3.2    | General evaluation of the clarity and completeness of proposal | R 10 |

## Instructions to Bidder:

1 - Bidder must enter in the cells of the column "Bidder Proposal" either how they comply with the stated requirement, or enter in that cell a direct reference to the section of their technical proposal (Section 1 of their response to this RFP) wherein the stated requirement is addressed. Where the cell is crossed out (X) no written response is required on this table.

2 - In the "Evaluation/Pts" column:

M Mandatory requirement. Failure of the Bidder to demonstrate that their proposal includes each mandatory item will result in their Bid being considered non-compliant and that proposal will not be further considered for possible award of a contract.

R Technically rated requirement where the numeral indicates the maximum points available.

M R Indicates that while the item is mandatory, and if acceptable will be awarded at least the minimum points indicated, however may be scored to the maximum points indicated at the discretion of the evaluation team.

## **Generic Point Rating Criteria and Evaluation Procedure:**

1 - Individual evaluators will score each proposal based on their own assessment of the technical merits of that proposal without prior knowledge of the bid price or consideration of probably cost, based on the following generic values (which are applicable to 10 points maximum):

- 0 No response from bidder
- 1-4 Unacceptable
- 5-6 Needs improvement
- 67% Point rating applicable (unless otherwise indicated) to minimum compliance with a mandatory requirement
- 7 Acceptable or fully compliant with the specification
- 8 Exceeds minimum requirement as to either quality or capacity
- 9 Exceeds minimum requirement as to both quality and capacity
- 10 Superior product or service

2 - Total points awarded by all evaluator will be averaged to derive the *Awarded Technical Points* applicable to each proposal. Proposals which do not achieve *Awarded Technical Points* of at least 70% of the total available points [for example less than 140 points out of 200] will be deemed non-compliant and will not be further considered for possible award of a contract.

Solicitation No. - N° de l'invitation

W0103-13K116/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

xl167

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

W0103-13QK116

File No. - N° du dossier

XLV-3-36062

CCC No./N° CCC - FMS No/ N° VME

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3 - Bidder's *Evaluation Price Total* will be divided by their *Awarded Technical Points* providing a *Price per Point* ratio. The compliant bid scoring the lowest *Price per Point* will be recommended for award of a contract.

## ANNEX B- FINANCIAL BID PRESENTATION SHEET

### B1 Price for Evaluation

The price of the bid will be evaluated in Canadian currency, all taxes and duties included, CIP (Carriage Insurance Paid) to the destination as per article 6.14 (Incoterms 2000) for Goods.

| Item | Description  | Unit | Unit Price | Qty | Extended Price |
|------|--|------|------------|-----|----------------|
| a.   | as per Annex "A"   | Ea.  |            | 1   | \$ _____       |
| b.   | <b>Price for goods shipping CIP destination (Incoterms 2000) to</b><br>Consignee as per article 6.14<br><div style="text-align: right;">For a Firm Price</div> |      |            |     | \$ _____       |
| c.   | <b>Total Price for Evaluation ( Line a + b+c ) HST Excluded</b><br><div style="text-align: right;">For a Firm Price of:</div>                                  |      |            |     | \$ _____       |

### B2 Delivery

- a. While delivery is requested by 14 February, 2014., the best delivery that could be offered is \_\_\_\_\_ weeks (ARO) after receipt of order.
- b. 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:
  - i. 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
  - ii. 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.