

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

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

Acquisitions
1713 Bedford Row
Halifax, N.S./Halifax, (N.É.)
B3J 3C9

Title - Sujet Voyage Data Recorders	
Solicitation No. - N° de l'invitation T1704-130265/A	Date 2013-10-18
Client Reference No. - N° de référence du client B13W	GETS Ref. No. - N° de réf. de SEAG PW-\$HAL-403-9107
File No. - N° de dossier HAL-3-71159 (403)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-11-06	
Time Zone Fuseau horaire Atlantic Standard Time AST	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Brow, Theresa	Buyer Id - Id de l'acheteur hal403
Telephone No. - N° de téléphone (902) 496-5166 ()	FAX No. - N° de FAX (902) 496-5016
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Destinations as described herein.	

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

Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
D - 1	TRAVERSERS M/V MADELEINE, CAP-AUX-MEULES, ILLES-DE-LA-MADELEINE, M/V PRINCESS OF ACADIA, SAINT-JOHN, NOUVEAU-BRUNSWICK, M/V HOLIDAY ISLAND ET M/V CONFEDERATION, WOOD ISLANDS, ILLE-DU-PRINCE-EDOUARD	T1704	TRANSPORTS CANADA - DIRECTION PROGRAMMES 401-1550, AVE D'ESTIMAUVILLE 5E ETAGE - BUREAU 502-12 QUEBEC Quebec G1J0C8 Canada



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	ENREGISTREURS DE DONNEES DU VOYAGE ACHAT, INSTALLATION ET FORMATION - ENREGISTREURS DE DONNEES DU VOYAGE SUR QUATRE NAVIRES (VOIR DOCUMENT JOINT)	D - 1	T1704	4	Each	\$ XXXXXXXXXXXX		See Herein	

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Buyer ID - Id de l'acheteur

ha1403

CCC No./N° CCC - FMS No/ N° VME

Annex C Insurance

Voyage Data Recorder (VDR)

PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with this bid solicitation.

2. Requirement

To supply and install Voyage Data Recorders (VDR) systems on four (4) ferries owned by Transport Canada. These systems MUST comply with new VDR regulations issued under the Canada Shipping Act of 2001.

3. 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.

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

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

The 2003 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2. Submission of Bids

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

3. Enquiries - Bid Solicitation

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

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as

"proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. **Applicable Laws**

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

1. **Bid Preparation Instructions**

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

Section I: Technical Bid (1 hard copy)
Section II: Financial Bid (1 hard copy)
Section III: Certifications (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 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

1.1 Exchange Rate Fluctuation

C3010T (2013-04-25), Exchange Rate Fluctuation,

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

(a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

(b) An evaluation team composed of representatives of Canada will evaluate the bids.

2. Basis of Selection

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

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and 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.

1. Mandatory Certifications Required Precedent to Contract Award

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 (OR insert 2004, as applicable). The related documentation therein required will assist Canada in confirming that the certifications are true.

1.2 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.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.

2. Additional Certifications Precedent to Contract Award

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

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 Five (5) 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.

Former Public Servant - Competitive Requirements

Contracts awarded to 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 before contract award.

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 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

As per the above definitions, is the Bidder a FPS in receipt of a pension? Yes () No ()

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? 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;
- 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 adjustment 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 Applicable Taxes

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

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Buyer ID - Id de l'acheteur

ha1403

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

B13W

CCC No./N° CCC - FMS No/ N° VME

There is no security requirement applicable to this Contract.

2. Requirement

To supply and install Voyage Data Recorders (VDR) systems on four (4) ferries owned by Transport Canada. These systems MUST comply with new VDR regulations issued under the Canada Shipping Act of 2001.

3. Standard Clauses and Conditions

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

3.1 General Conditions

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

4. Term of Contract

All installation and trials should be finalized by the end of March 2014.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Theresa Brow, Marine Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Nova Scotia Region
1713 Bedford Row,
Halifax, Nova Scotia B3J 3C9

Telephone: (902) 496-5166
Facsimile: (902) 496-5016
E-mail address: theresa.brow@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.

5.2 Project Authority

The Project Authority for the Contract is:

Paul Denis Vallée (NHD)
Manager, Ferries' Operation
Transport Canada, Programs' Direction

401-1550 Avenue d'Estimauville, Québec, P.Q. , G1J 0C8

Phone: 418-648-7913

Fax: 418-648-7980

Email : paul-denis.vallee@tc.gc.ca

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

5.3 Contractor's Representatives

	Contact	Project Manager
Title		
Tel		
Fax		
Cellular		
Email		

6. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada

7. Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid as specified in Annex "B", Basis of Payment. 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.

7.1 Multiple Payments

Canada will pay the Contractor upon completion of vessels 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

8 Invoicing Instructions

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

Invoices are to be made out to:

Transport Canada
401-1550, D'Estimauville, 5th Floor, Office 502-12
Quebec City, Quebec G1J 0C8

Attn: Paul-Denis Vallée

The original invoice is to be forwarded for verification to:

Public Works and Government Services Canada
Acquisitions, Marine Procurement
P.O. Box 2247, 1713 Bedford Row, 5th Floor
Halifax, Nova Scotia
B3J 3C9

Attention: **Theresa Brow**

9 Project Schedule

The Contractor must provide a detailed project schedule for each item of the deliverables in Annex A to the Contracting Authority and the Project Authority One (1) week after award of Contract. This schedule must highlight the specific dates for the events listed.

10. Meetings

Progress meetings, will take place at the Contractor's facility as and when required, generally once a month. Interim meetings may also be scheduled. Contractor's attendees at these meetings will, as a minimum, be its Contract (Project) Manager, Production Manager (Superintendent) and Quality Assurance Manager. Progress meetings will generally incorporate technical meetings to be chaired by the Technical Authority.

11. Certifications

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.

12. Applicable Laws

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

13. 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 general conditions 2010A (2013-04-25) General Conditions - Medium Complexity
- (c) Annex A, Statement of Requirement;
- (d) Annex B, Basis of Payment
- (e) the Contractor's bid dated _____ (as clarified on _____ " or ", as amended on _____")

14. Inspection and Acceptance

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.

15. Insurance Requirements

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

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

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

16. SACC Manual Clauses

A0285C (2007-05-25)	Workers Compensation
B5007C (2010-01-11)	Procedures for Design Change or Additional Work
B9014C (2008-05-12)	Outstanding Work and Acceptance – Civilian
A0290C (2008-05-12)	Hazardous Waste – Vessels
A9055C (2010-08-16)	Scrap and Waste Material

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ANNEX - A**TECHNICAL SPECIFICATION
Voyage Data Recorder (VDR)****Summary :**

The purpose of this project is to supply and install Voyage Data Recorder (VDR) systems on four (4) ferries owned by Transport Canada. The systems must comply with the regulation issued under the Canada Shipping Act of 2001. For these ships, a Simplified Voyage Data Recorders (S-VDR) might be acceptable.

Scope of Work :

The contractor must verify, and deliver the appropriate systems (VDR or S-VDR). He must make the installation, proceed to the start-up, prepare the tests & trials, train the crew, fix appropriate instructions, give the logistic support, and provide all documents. He must also prepare the reports for all steps, and also the drawings and documents for the installation onboard.

The contractor is responsible to get the approval for the drawings and documents, and also the certificate when the installation will be completed (by the classification society, Lloyd's).

Note: The contractor is to note that each vessel may require the removal of asbestos containing materials in order to complete the work. As the scope and cost of these removals cannot be determined before contract award; a sub-contractor allowance of \$10,000.00 is included in the basis of payment and will be adjusted up or down as unscheduled work based on final invoicing. Details to be discussed with the operators (materials already identified onboard).

Ships involved :

The four (4) ships are operated in Atlantic Canada, and are :

- M/V Princess of Acadia, operating between Saint-John, New Brunswick (NB) and Digby, Nova Scotia (NS);
- M/V Holiday Island and the M/V Confederation, operating between Wood Islands, Prince Edward Island (PEI) and Caribou (NS)
- M/V Madeleine, Magdalen-Islands, operating between Quebec (QC) and Souris (PEI).

Note : the M/V Holiday Island has two (2) wheelhouses, and the installation of two (2) VDRs might be necessary (to meet VDR regulation), for a total to 5 systems to be installed.

Main Activities :

The list below outlines the main projects' activities :

- Discuss with the operator and Lloyd's to identify optimal area for the installation of all equipment.
- Discuss with the operator and Lloyd's where the cables and pipes should be installed, and also how they should be supported, secured, and protected.
- Discuss with the operator and Lloyd's to identify areas with the insulation, paneling and other materials containing asbestos.

- Discuss with the operator and Lloyd's about the most appropriate time to make the connections with the other systems onboard (when, how and where).
- Prepare the drawings and documents for the installation on each ship.
- Proceed with the installation.
- Tests and trials.
- Training for the crew.
- Get appropriate certificate and project closure.

Installation schedule :

The installation (work onboard each vessel) may be undertaken while the vessels are alongside during the normal operating season, or when the vessels stop operation (ie. dry dock, winter, etc...). The supplier shall ensure that any work undertaken while the vessels are in operation, do not interfere with the continued operation of the ferries (ie. connections to existing shipboard systems, navigation equipment, etc...).

All installations must be completed before April 1st 2014 (on the four (4) ships).

Location of Work :

- M/V Princess of Acadia: Saint John, New Brunswick (* No Shutdown Period for Winter_
- M/V Holiday Island and M/V Confederation, Caribou, Nova Scotia (Winter Shutdown Period from Dec. 21st to April 30th)
- M/V Madeleine: Ilse-de-la Madeleine, Quebec (Winter Shutdown Period from Feb. 1st to March 31st)

Deliverables :

- trials before installation, to make sure actual equipment is working properly;
- deliver and install VDR (or S-VDR) systems;
- start-up and logistic support;
- trials and reports (at quay side and at sea);
- training the crew;
- apply appropriate labeling and identification;
- prepare plans and documents (onboard installation);
- get plans and documents approval (as necessary);
- get the certificate for the complete installation;
- instructions and operating documents;
- spare parts.

Project Management :

The contractor must designate a project manager (can be the same person for all ships) who will be overall responsible for the project. He will ensure timely communications and reporting from all parties involved (ie. Operator, Lloyd's, TC, crew, etc...). Many disciplines will be involved (captain, inspector, operator, specialists, etc.), and therefore, regular meetings will be required.

Installation, Certification, Documentation :

The contractor will ensure that equipment is suitable, is installed correctly, and is working properly. He will have the responsibility to get the appropriate certificate from Lloyd's (before operations can resume). The installations shall be completed before April 1st 2014.

The systems must be "fail safe" when broken or closed, it must not interfere with the other systems onboard (the ship can continue the operation).

Plans and documents will be in English and French. The format will be MS Word and Autocad. One copy will be on paper, and one electronic (ie. on CD or DVD).

If the installation is crossing a deck or a bulkhead (ie. cables, etc...), the integrity must be respected (ie. fire, watertight, strength, etc...).

The systems and the installation must comply with the appropriate "marine" standards (ie. Lloyd's, ABS, BV, GL or DNV).

The contractor must deliver and install all appropriate equipment to make sure the systems will be able to communicate (ie. analog signals, digital signals, mechanical, etc...). These ships are old, and we have many old systems onboard... He must make sure the signals are well transmitted, well received, and do not interfere with the operation of the vessel in any way.

Trials :

Before the installation onboard

The contractor must request the captain to do appropriate tests and trials on all existing equipment, before any changes and/or connection to the new VDR system. The contractor will be responsible to repair all systems if they are not operational (after installation).

Final tests and trials

When the installation will be completed, the contractor must do all appropriate check, tests and trials (at quay side, and at sea) to demonstrate the efficiency.

He must also prove that it does not interfere with the other equipment onboard (always possible operate the ship normally) in case the system fails and/or stops,

Maintenance

The contractor must deliver all appropriate documents (English and French) to describe how to maintain the equipment, supply the tools, and give the spare parts estimated for the next 2 years.

More than one (1) company must be available in Canada to provide technical support for the VDR systems suggested (spare parts and staff available to check, maintain, and/or repair).

Documentation

The documents will cover all details for the installation onboard and the training, including user's manual and maintenance. It will also include how the systems have been modified and/or adapted (technical details). Everything will be in English and French, on WORD and/or AUTOCAD format. Two copies will be delivered, one (1) hard copy on paper, and one (1) electronic copy on CD or DVD.

Training:

All crews will require appropriate training. The crews are to be involved in trials and trained to facilitate the transition with the new equipment. The training and the training material must be available in French and English.

Contractor shall provide crew training to each vessel at the location of the VDR Installation. Contractor shall provide crew training in French, particularly for the M/V Madeleine.

ANNEX B - BASIS OF PAYMENT**1. Contract Price**

	Known Work For work as stated in Part 1, Specified in Annex "A" for a FIRM PRICE for the following vessels :	
a	M/V Princess of Acadia	\$
b	M/V Holiday Island	\$
c	M/V Confederation	\$
d	M/V Madeleine	\$
e	Allowance for Asbestos Removal if required for all vessels.	\$10,000.00
f	Total Firm Price Taxes Included: For a FIRM PRICE of :	\$ _____

2. Unscheduled Work

1. Price Breakdown:

The Contractor must, upon request, provide a price breakdown for all unscheduled work, by specific activities with trades, person-hours, material, subcontracts and services.

2. Payment for Unscheduled Work:

The Contractor will be paid for unscheduled work arising, as authorized by Canada. The authorized unscheduled work will be calculated as follows:

Number of hours (to be negotiated) x \$_____, being the Contractor's firm hourly charge-out labour rate which includes overhead and profit, plus net laid-down cost of materials to which will be added a mark-up of 10 percent, plus Applicable Taxes. The firm hourly charge-out labour rate and the material mark-up will remain firm for the term of the Contract and any subsequent amendments.

ANNEX C INSURANCE

C1 Commercial General Liability Insurance

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

The Commercial General Liability policy must include the following:

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

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

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

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

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

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

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

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

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

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

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

C2 Limitation of Contractor's Liability for Damages to Canada

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.

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

any infringement of intellectual property rights; or

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ha1403

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any breach of warranty obligations.

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.

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ANNEX D - CODE OF CONDUCT REQUIREMENTS

Failure to provide the following information will render the bid non-responsive.

Complete Legal Name of Supplier: _____

Supplier Address: _____

Supplier PBN: _____

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List of Directors:

Please provide a list of names of all individuals currently on the Board of Directors of the above company.

Name	Position

Attach additional names on a separate sheet if required.