

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

REQUEST FOR 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

Title - Sujet RISO LIFTING DEVICES SERVICES	
Solicitation No. - N° de l'invitation W0103-135100/A	Date 2014-01-16
Client Reference No. - N° de référence du client W0103-135100	
GETS Reference No. - N° de référence de SEAG PW-\$VIC-240-6411	
File No. - N° de dossier VIC-3-36137 (240)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-02-26	Time Zone Fuseau horaire Pacific Standard Time PST
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: Hogg(VIC), Mike	Buyer Id - Id de l'acheteur vic240
Telephone No. - N° de téléphone (250) 363-3916 ()	FAX No. - N° de FAX (250) 363-3344
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE CFB ESQUIMALT STN FORCES P.O.BOX 17000 VICTORIA British Columbia V9A7N2 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

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

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

"THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT"

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PART 1 GENERAL INFORMATION

1. INTRODUCTION

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

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

"There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. Bidders should consult the (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents Web site."

"The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT)."

2. SUMMARY

Statement of Work

To provide repairs and preventative maintenance, inspections, certifications and miscellaneous modification services for various lifting devices including cranes, hoists, vehicle hoists, dock levelers and vehicle barrier gates for the Department of National Defence, CFB Esquimalt in Victoria BC and the surrounding area for a two (2) year period with an option to extend for an additional year in accordance

with the details outlined herein and with Annex "A" DND Statement of Work provided in electronic format by PWGSC.

3. COMMUNICATIONS NOTIFICATION

As a courtesy, the Government of Canada requests that successful bidders notify the Contracting Authority in advance of their intention to make public an announcement related to the award of a contract.

4. DEBRIEFINGS

After contract award, 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 (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) 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.

SACC Manual Clauses

Canadian General Standards Board - Standards B4003T

A copy of the CSA standards referred to in the bid solicitation is available and may be purchased from:

Canadian General Standards Board Sales Centre
Place du Portage III, 6B1
11 Laurier Street
Gatineau, Québec

Telephone: (819) 956-0425 or 1-800-665-2472 (Canada only)
Fax: (819) 956-5644
E-mail: ncr.cgsb-ongc@pwgsc.gc.ca

CGSB Website: <http://www.tpsgc-pwgsc.gc.ca/ongc/home/index-e.html>

List of Proposed Subcontractors A7035T

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.

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.

Acceptance of Electronic Proposals

Proposals submitted by Facsimile are acceptable provided they are received prior to the time specified for closing of proposals and contain the proposal reference number and closing date. Facsimile proposals must be comprehensive and include the entire proposal.

"Bidders should clearly understand that the responsibility for transmission of proposals is entirely theirs"

The PWGSC facsimile number for receipt of bids is **(250)363-3344**.

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 British Columbia.

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.

5. MANDATORY SITE VISIT

Mandatory Site Visit A9040T

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for site visit to be held on:

Tuesday, February 18 , 2014 at 9:00 AM PST;
Dept. of National Defence
CFB Esquimalt

West end of Esquimalt Rd
Victoria, BC

Bidders must communicate with the Contracting Authority no later than **five (5)** day(s) before the scheduled visit to confirm attendance and provide the names of the person(s) who will attend. Bidders will be required to sign an attendance form. Bidders should confirm in their bids that they have attended the site visit. Bidders who do not attend or send a representative will not be given an alternative appointment and their bids will be rejected as non-compliant. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

PART 3 BID PREPARATION INSTRUCTIONS

1. BID PREPARATION INSTRUCTIONS

Bids should be submitted in the format requested. If the Bidder feels that the terms and conditions of this solicitation will restrict it unnecessarily in any way, it should be stated so in the submission. Any deviations from the stipulated conditions should be given in detail with an explanation as to why they are being proposed.

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

Section I: Technical Bid: - two (2) hard copies, and/or electronic CD;

Section II: Management Bid - one (1) hard copy;

Section III: Financial Bid: - one (1) hard copy;

Section IV: Certifications: - one (1) copy of each as applicable.

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

Prices must appear in the financial 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 are encouraged to :

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and

- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

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

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Management Bid

In their management bid, bidders must describe their capability and experience, the project management team and provide client contact(s).

Section III: Financial Bid

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

Exchange Rate Fluctuation *C3011T*

The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered and will render the bid non-responsive.

Section IV: Certifications

Bidders must submit the certifications required under Part 5.

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/management and financial evaluation criteria
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

Mandatory Technical Criteria

The Bid must be compliant with the technical requirements and specifications outlined in Annex "A" DND Statement of Work No. 09095 dated March 2010.

The following mandatory criteria will be taken into consideration in the evaluation of your proposal. Failure to adhere to the following will render your submission 'non-responsive'.

	Yes	No
a) The Bidder has attended the Mandatory Site Visit held at _____ CFB Esquimalt;	_____	_____
b) The successful bidder will be responsible for inspecting and servicing Vehicles Hoists, Dock Levellers and Gate Barriers.	_____	_____
c) The successful company must have current previous experience inspecting and maintaining the following types of equipment:		
15 Ton Level Luff Cranes;	_____	_____
30 Ton Level Luff Gantry Cranes	_____	_____
20 Ton Tower Cranes;	_____	_____
Jib Cranes;	_____	_____
Bridge Cranes;	_____	_____
Mono-Rail Cranes.	_____	_____
d) The Professional Engineers specified herein must be registered with APEGBC	_____	_____
e) The Bidder agrees to maintaining equipment to the Original Equipment Manufacturer's (OEM) standard, or as modified by the Professional Engineer.	_____	_____

2. RATED TECHNICAL/MANAGERIAL EVALUATION

All proposals received will be evaluated for their technical and management content according to **Annex "E" Rated Technical Criteria** herein.

In order to be considered compliant, the bid must meet all **mandatory** technical requirements above. Bids not meeting all of the mandatory requirements will be given no further consideration.

Once the mandatory requirements have all been met, the offeror must score at least **70%** of the maximum points available in **each** category subject to point rating. Offers which fail to achieve this score will be considered technically unacceptable and will be given no further consideration.

State the approach you propose to meet the requirement, the degree of success expected and any major difficulties that are anticipated. Provide sufficient detail to demonstrate your understanding of the requirement and your competence to meet it. The proposed technical approach must be compliant with the requirements of the RFSO.

3. PRICE COMPONENT EVALUATION

The lowest priced "technically acceptable" bid will score the maximum **30%** allocated in the Contractor Ranking section in Annex "B" Basis of Payment. Each subsequent proposal will be pro-rated accordingly. The evaluation total for the price component will be by overall lowest aggregate total in accordance with Annex "B" herein. The lowest aggregate price will be calculated with the extended totals for each item for each year.

Evaluation of Price A0222T

1. The price of the bid will be evaluated as follows:
 - (a) Canadian-based bidders must submit firm prices, Canadian customs duties and excise taxes included, and Goods and Services Tax (GST) or Harmonized Sales Tax (HST) excluded.
 - (b) foreign-based bidders must submit firm prices, Canadian customs duties, excise taxes and GST or HST excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based bidders.
2. Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.
3. Although Canada reserves the right to award the Contract either on an FOB plant or FOB destination, Canada requests that bidders provide prices FOB their plant or shipping point and FOB destination. Bids will be assessed on an FOB destination basis.
4. For the purpose of the bid solicitation, bidders with an address in Canada are considered Canadian-based bidders and bidders with an address outside of Canada are considered foreign-based bidders.

Payment of Invoices by Credit Card H3027T

Canada requests that bidders complete one of the following:

- () Government of Canada Acquisition Cards (credit cards) will be accepted for payment of invoices.

The following credit card(s) are accepted:

- () VISA () MasterCard

or

- () Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of invoices.

The Bidder is not obligated to accept payment by credit card.

Acceptance or credit cards for payment of invoices will not be considered as an evaluation criterion.

4. BASIS OF SELECTION/CONTRACTOR RANKING

For the purpose of ranking all technically acceptable bids, the following **ratio** will factor into the technical/managerial evaluation and the price component to establish a total percentage score:

Technical/Management - 70% - Price - 30%

Contractor selection will be based on the assessed "Best Value" to the Crown as determined by the highest overall total score as calculated by a ratio of **70%** for the Technical/Management portion and **30%** for the Price Component portion. Neither the qualifying bidder which scores the highest volume of rated points, nor the one which contains the lowest aggregate cost, will necessarily be awarded a Standing Offer.

The scoring of Merit is done by applying the points achieved in the Technical portion of the rated offer.

The scoring of price is done by giving full percentage marks to the lowest priced offer. The offer which scores the highest **combined** point score for both merit and cost, will be recommended for a Standing Offer. After the bid closing date, no amendment to offers will be accepted unless it is to clarify a particular point.

Example for Calculation of Technical and Price

70%)	Company	Price per Zone	Technical Points Achieved (must have achieved
	A.	\$80,000.00	90
	B.	\$70,000.00	86
	C.	\$65,000.00	75

Formula for calculating points:

	Price	Technical	Overall Score
A.	\$65K x 30% = 24.3 \$80K	90 points x 70% = 63	87.3
B.	\$65K x 30% = 27.9 \$70K	86 points x 70% = 60.2	88.1
C.	\$65K x 30% = 30.0 \$65K	75 points x 70% = 52.5	82.5

In this instance, Company B has achieved the highest score overall. A premium of up to \$5,000.00 may be paid for a better technical proposal. This is supportable by the ratio of **70/30%**.

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 2004. 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.

1.3 Former Public Servant Certification *A3025T*

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

Definitions: For the purposes of this clause,

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

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

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

"pension" means, in the context of the fee abatement formula, a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R. S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S., 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension: Is the Bidder a FPS in receipt of a pension as defined above? YES () NO ()

If so, the Bidder must provide the following information:

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

Work Force Reduction Program: Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? YES () NO ()

If so, the Bidder must provide the following information:

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

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

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

Status and Availability of Resources A3005T

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

Certifications A3015T

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

Rate Certification - Commercial Services (Canadian-based Bidder) C0600T

The Bidder certifies that the rate proposed:

- (a) is not in excess of the lowest rate charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the service;
- (b) does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of services of like quality and quantity, and
- (c) does not include any provision for discounts to selling agents.

Education and Experience A3010T

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

2. CERTIFICATIONS REQUIRED WITH THE BID

Solicitation No. - N° de l'invitation

W0103-135100/A

Amd. No. - N° de la modif.

File No. - N° du dossier

VIC-3-36137

Buyer ID - Id de l'acheteur

vic240

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

W0103-135100

CCC No./N° CCC - FMS No/ N° VME

Bidders must submit copies of applicable trade certificates as part of their bid in support of information provided with the Technical portion of their bid submission.

**PART 6
SECURITY, FINANCIAL AND OTHER REQUIREMENTS**

1. SECURITY REQUIREMENT

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:
PWGSC FILE #: W0103-13-5100

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex _____;
 - (b) Industrial Security Manual (Latest Edition).

2. FINANCIAL CAPABILITY

To determine the Bidder's financial capability, the Contracting Authority may require the submission of (a) below with the return of your bid and may, by written notice to the Bidder, require the submission of some or all of the remaining financial information detailed below during the evaluation of the bids.

Financial Capability A9033T

1. Financial Capability Requirement: The Bidder must have the financial capability to fulfill this requirement. To determine the Bidder's financial capability, the Contracting Authority may, by written notice to the Bidder, require the submission of some or all of the financial information detailed below during the evaluation of bids. The Bidder must provide the following information to the Contracting Authority within fifteen (15) working days of the request or as specified by the Contracting Authority in the notice:
 - (a) Audited financial statements, if available, or the unaudited financial statements (prepared by the Bidder's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Bidder's last three fiscal years, or for the years that the Bidder has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).
 - (b) If the date of the financial statements in (a) above is more than five months before the date of the request for information by the Contracting Authority, the Bidder must

also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Contracting Authority requests this information.

- (c) If the Bidder has not been in business for at least one full fiscal year, the following must be provided:
- (i) the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and
 - (ii) the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Contracting Authority requests this information.
- (d) A certification from the Chief Financial Officer or an authorized signing officer of the Bidder that the financial information provided is complete and accurate.
- (e) A confirmation letter from all of the financial institution(s) that have provided short-term financing to the Bidder outlining the total of lines of credit granted to the Bidder and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Contracting Authority requests this information.
- (f) A detailed monthly Cash Flow Statement covering all the Bidder's activities (including the requirement) for the first two years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Bidder's major sources and amounts of cash and the major items of cash expenditures on a monthly basis, for all the Bidder's activities. All assumptions made should be explained as well as details of how cash shortfalls will be financed.
- (g) A detailed monthly Project Cash Flow Statement covering the first two years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Bidder's major sources and amounts of cash and the major items of cash expenditures, for the requirement, on a monthly basis. All assumptions made should be explained as well as details of how cash shortfalls will be financed.
2. If the Bidder is a joint venture, the financial information required by the Contracting Authority must be provided by each member of the joint venture.
 3. If the Bidder is a subsidiary of another company, then any financial information in 1. (a) to (f) above required by the Contracting Authority must be provided by the ultimate parent company. Provision of parent company financial information does not satisfy the requirement for the provision of the financial information of the Bidder, and the financial capability of a parent cannot be substituted for the financial capability of the Bidder itself unless an agreement by the parent company to sign a Parental Guarantee, as drawn up by Public Works and Government Services Canada (PWGSC), is provided with the required information.
 4. Financial Information Already Provided to PWGSC: The Bidder is not required to resubmit any financial information requested by the Contracting Authority that is already on file at PWGSC with the Cost and Price Analysis Group of the Policy, Risk, Integrity and Strategic Management

Sector, provided that within the above-noted time frame:

- a) the Bidder identifies to the Contracting Authority in writing the specific information that is on file and the requirement for which this information was provided; and
- b) the Bidder authorizes the use of the information for this requirement.

It is the Bidder's responsibility to confirm with the Contracting Authority that this information is still on file with PWGSC.

5. Other Information: Canada reserves the right to request from the Bidder any other information that Canada requires to conduct a complete financial capability assessment of the Bidder.
6. Confidentiality: If the Bidder provides the information required above to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as permitted by the Access to Information Act, R.S., 1985, c. A-1, Section 20(1) (b) and (c).
7. Security: In determining the Bidder's financial capability to fulfill this requirement, Canada may consider any security the Bidder is capable of providing, at the Bidder's sole expense (for example, an irrevocable letter of credit from a registered financial institution drawn in favour of Canada, a performance guarantee from a third party or some other form of security, as determined by Canada).

3. INSURANCE REQUIREMENTS

Insurance Requirements G1007T

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

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

PART 7 RESULTING CONTRACT CLAUSES

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

1. STATEMENT OF WORK

Requirement

To provide repair and preventative maintenance, inspection, certification and miscellaneous modification services for various lifting devices including cranes, hoists, vehicle hoists, dock levelers and vehicle barrier gates for the Department of National Defence, CFB Esquimalt in Victoria BC and the surrounding area for a two (2) year period with an option to extend for an additional year in accordance with the details outlined herein and in accordance with Annex "A" DND Statement of Work now in your possession.

Canada's Obligation - Portion of the Work - Task Authorizations B9031C

Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contractor.

Task Authorization - Department of National Defence B9051C

The administration of the Task Authorization process will be carried out by DND, CFB Esquimalt, BCEO. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

Task Authorization B9054C

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

Task Authorization Process:

1. The Project Authority will provide the Contractor with a description (Statement of Work) of the task using the DND 626 Task Authorization Form
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Project Authority, within five (5) calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA signed by the Project Authority) has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

2. STANDARD CLAUSES AND CONDITIONS

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

General Conditions

2035 (2013-06-27) General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

3. SECURITY REQUIREMENT

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:
PWGSC FILE #: W0103-13-5100

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex _____;
 - (b) Industrial Security Manual (Latest Edition).

4. TERM OF CONTRACT**Period of the Contract**

The period of the Contract is from **the date of Contract to March 31, 2016**.

Option to Extend the Contract A9009C

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional year under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

5. AUTHORITIES**Contracting Authority**

The Contracting Authority for the Contract is:

Mike Hogg
Procurement Officer
Public Works and Government Services Canada

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Pacific Region Acquisitions
Victoria, BC V8W 2Z4
Telephone: (250)363-3916
Facsimile: (250)363-0395
E-mail: mike.hogg@pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

Project Authority

The Project Authority for the Contract is:

Dept. of National Defence
CFB Esquimalt
Base Construction Engineering Office
Victoria, BC
V9A 7N2

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.

Contractor's Representative

Name: _____
Title: _____
Telephone: _____
Facsimile: _____
E-mail: _____

24 Hour Emergency Contact Information:

Name: _____
Telephone: _____
Cell: _____
Pager: _____

6. PAYMENT

Basis of Payment

All work shall be paid in accordance with Annex "B" Basis of Payment herein.

Task Authorization Limit

C9011C

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The Project Authority may authorize individual task authorizations up to a limit of **\$60,000.00**, Goods and Services Tax or Harmonized Sales Tax included, inclusive of any revisions. Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

Limitation of Expenditure - cumulative Total of all Task Authorizations C9010C

1. Canada's total liability to the Contractor under the Contract for all approved Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of **\$1,000,000.00**. Customs duties are included as applicable and the Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - (a) when it is 75 percent committed, or
 - (b) four (4) months before the contract expiry date,
 - (c) as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all approved TAs, inclusive of any revisions,whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

Inspection and Acceptance D5328C

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.

Payment of Invoices by Credit Card H3027C

The following credit card(s) (as specified by the Bidder) are accepted: () **VISA** () **MasterCard**

Multiple Payments H1001C

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract. Canada will pay the Contractor upon completion and delivery of the work described in each individual DND626 Task Authorization Form units 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 performed has been accepted by Canada.

Time Verification *C0711C*

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

7. INVOICING INSTRUCTIONS

Maintenance Services *H3020C*

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions along with the monthly maintenance report described in the Statement of Work of the Contract.

Invoices cannot be submitted until all work identified in the invoice has been completed and that all maintenance service call reports related to the Work identified in the invoice have been received by the Project Authority.

The Contractor must distribute the invoices and reports as follows:

One (1) copy of the invoice and monthly maintenance report must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract

Invoicing Instructions *H5001C*

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

Each invoice must be supported by (as applicable):

- a) a copy of the release document and any other documents as specified in the Contract;
- b) a copy of the invoices, receipts, vouchers for all direct expenses;
- c) a copy of the monthly maintenance report.

2. Invoices must be distributed as follows:

- a) The original and one (1) copy must be forwarded to the following address for certification and payment.

Dept. of National Defence
CFB Esquimalt
BCEO, Bldg No. 575
Victoria, BC V9A 7N2
Attn: Contracts

- b) One (1) copy must be forwarded to the Contracting Authority (PWGSC) identified under the section entitled "Authorities" of the Contract.

8. CERTIFICATIONS

Compliance with the certifications 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 or 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.

Certifications A3015C

Compliance with the certifications 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 or 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.

9. SACC MANUAL CLAUSES

Electrical Equipment B1501C

All electrical equipment supplied under the Contract must be certified or approved for use in accordance with the Canadian Electrical Code, Part 1, before delivery, by a certification organization accredited by the Standards Council of Canada.

Canadian Forces Site Regulations A9062C

The Contractor must comply with all standing orders or other regulations, instructions and directives in force on the site where the Work is performed.

Status of Work Area

All work areas shall be left clean and tidy at the completion of the project. All debris and waste materials are to be removed from site by the Contractor.

Shipment of Hazardous Materials B1505C

The Contractor must label and ship goods falling within the Hazardous Products Act, R.S.C. 1985, c. H-3 and regulation(s) in accordance with the said Act and regulation(s) accompanied by the required material

safety data sheet(s) completed in either English or French. The label must clearly identify the contents of the hazardous material and the material safety data sheet must explain what those hazards are.

10. APPLICABLE LAWS

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in British Columbia.

11. 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 2035 (2013-06-27) General Conditions - Higher Complexity - Services
- (c) Annex "A", DND Statement of Work;
- (d) Annex "B", Basis of Payment;
- (e) Annex "C", Periodic Reports;
- (e) Annex "D", Security Requirements Check List;
- (f) the signed Task Authorizations;
- (g) the Contractor's bid dated _____ (insert date of bid)

12. INSURANCE

Insurance Requirements G1001C

The Contractor must comply with the insurance requirements specified herein. 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.

Commercial General Liability Insurance G2001C

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than **\$2,000,000.00** per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy,

Character. Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of

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

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

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

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

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

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

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

(q) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

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

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

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

on behalf of Canada

Errors and Omissions Liability Insurance *G2002C*

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The following endorsement must be included:

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

All Risk Property Insurance *G3001C*

The Contractor must obtain All Risks Property insurance while the Government Property is under its care, custody or control, and maintain it in force throughout the duration of the Contract, in an amount of not less than **\$2,000,000.00**. The Government's Property must be insured on "Replacement Cost" basis.

1. Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
2. The All Risks Property insurance policy must include the following:
 - (a) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority at least thirty (30) days written notice of policy cancellation.
 - (b) Loss Payee: Canada as its interest may appear or as it may direct.
 - (c) Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Dept.of National Defence, CFB Esquimalt and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

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vic240

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

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Annex "A"

Statement of Work

The entire statement of work is a separate electronic document entitled "Lifting Device Maintenance
DCC Project No. DCC Project No. ES121180

Annex "B"

Basis of Payment

Only a DND626 Task Authorization form can be used for requesting work against this Contract. All work shall be on an 'as and when' requested basis in accordance with the terms and conditions of the contract.

Dept. of National Defence will issue a DND 626 Task Authorization as follows:

- i. The Technical Authority prepares a Statement of Work (SOW) describing the task using a DND626 Task Authorization (TA) form;
- ii. The Dept. of National Defence Procurement Authority submits the DND626 TA form containing the SOW to the Contractor;
- iii. The Contractor reviews the Task SOW and provides a Quote, using the DND626 TA form on the level of effort (LOE) to complete the task to the DND Procurement Authority, using the rates established in the Contract.
- iv. The DND Procurement Authority reviews the LOE Quote with the Technical authority and seeks approval to proceed;
- v. If the Quote is within the DND task approval financial ceiling limitation, the DND Procurement Authority signs the DND626 TA form and forwards a copy to the Contractor and to the PWGSC Contracting Authority. The Contractor can begin the work after receipt of an authorized copy of the DN626 TA form.
- vi. If the Quote exceeds the DND task approval financial ceiling limitation, the PWGSC Contracting Authority must also sign prior to DND releasing it to the Contractor.
- vii. Amendments to the DND626 TA form require completion of a DND626 amendment form. The DND Procurement Authority will approve tasks where the amended value is within the threshold established in the Contract. The PWGSC Contracting Authority must sign any amendment that exceeds the threshold before the DND procurement Authority releases it to the Contract.
- viii. The Contractor may not begin work before receiving the approved DND626.

The list below identifies the requirements of Dept. of National Defence, CFB Esquimalt. All rates shall remain firm for the complete period of the Contract. Estimated usage provided, is only an approximation of the requirement given in good faith. Canada shall not be bound to accept services in the quantity specified, but only for those hours actually required and used by the Consignee on an as and when requested basis.

Materials

Material and replacement parts (except any free issue items) shall be charged at laid down cost (which includes invoice cost, transportation costs, exchange, customs and brokerage charges as applicable) plus a firm **Mark-up of _____%** for both years excluding Harmonized Sales Tax (HST) which must be shown as a separate item on the invoice for payment. Verification by providing copies of receipts attached to invoices, or at time of payment, will be requested by the Consignee.

ROUTINE MAINTENANCE, INSPECTION and CERTIFICATION SERVICES

All prices quoted below shall be in accordance with Annex A - Lifting Device List of the Annex "A" DND Statement of Work and shall include all **Labour, Supervision, Transportation** to and from the Site, and **Equipment and Materials** to complete the work. Prices will remain firm throughout the complete period of the Contract. Harmonized Sales Tax (HST) is to be charged as a separate item on the invoice.

Provide firm 'all inclusive' Lot Prices for the following:

Cranes & Hoists

Annual Inspections

	Year 1	Year 2
Albert Head	\$ _____/Lot	\$ _____/Lot
Aldergrove	\$ _____/Lot	\$ _____/Lot
Ashton Armouries	\$ _____/Lot	\$ _____/Lot
Colwood	\$ _____/Lot	\$ _____/Lot
Colwood Jetties	\$ _____/Lot	\$ _____/Lot
Dockyard Jetties	\$ _____/Lot	\$ _____/Lot
Matsqui	\$ _____/Lot	\$ _____/Lot
Naden	\$ _____/Lot	\$ _____/Lot
Pat Bay	\$ _____/Lot	\$ _____/Lot
Ranch Point -CFMETR	\$ _____/Lot	\$ _____/Lot
Rocky Point	\$ _____/Lot	\$ _____/Lot

Vehicle Hoists

Annual Inspections

	Year 1	Year 2
Ashton Armouries	\$ _____/Lot	\$ _____/Lot
Rocky Point	\$ _____/Lot	\$ _____/Lot
Work Point	\$ _____/Lot	\$ _____/Lot

Monthly Inspections

Ashton Armouries	\$ _____/Lot	\$ _____/Lot
Rocky Point	\$ _____/Lot	\$ _____/Lot
Work Point	\$ _____/Lot	\$ _____/Lot

Vehicle/Gate Barriers

Every 6 months Inspections

	Year 1	Year 2
Aldergrove	\$ _____/Lot	\$ _____/Lot
Dockyard	\$ _____/Lot	\$ _____/Lot
Matsqui	\$ _____/Lot	\$ _____/Lot
Naden	\$ _____/Lot	\$ _____/Lot
Ranch Point	\$ _____/Lot	\$ _____/Lot
Signal Hill / Yarrows	\$ _____/Lot	\$ _____/Lot
Work Point	\$ _____/Lot	\$ _____/Lot

Every 3 months Inspections

Matsqui	\$ _____/Lot	\$ _____/Lot
Ranch Point	\$ _____/Lot	\$ _____/Lot

Work Point	\$ _____/Lot	\$ _____/Lot
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Monthly Inspections

Matsqui	\$ _____/Lot	\$ _____/Lot
Ranch Point	\$ _____/Lot	\$ _____/Lot
Work Point	\$ _____/Lot	\$ _____/Lot
Signal Hill	\$ _____/Lot	\$ _____/Lot
Dockyard	\$ _____/Lot	\$ _____/Lot

Annual Inspections

Aldergrove	\$ _____/Lot	\$ _____/Lot
Dockyard	\$ _____/Lot	\$ _____/Lot
Matsqui	\$ _____/Lot	\$ _____/Lot
Naden	\$ _____/Lot	\$ _____/Lot
Ranch Point	\$ _____/Lot	\$ _____/Lot
Signal Hill / Yarrows	\$ _____/Lot	\$ _____/Lot
Work Point	\$ _____/Lot	\$ _____/Lot

Dock Levellers**Monthly Inspections**

Colwood	\$ _____/Lot	\$ _____/Lot
Dockyard	\$ _____/Lot	\$ _____/Lot
Naden	\$ _____/Lot	\$ _____/Lot
Rocky Point	\$ _____/Lot	\$ _____/Lot
Signal Hill	\$ _____/Lot	\$ _____/Lot
Work Point	\$ _____/Lot	\$ _____/Lot

Annual Inspections

	Year 1	Year 2
Colwood	\$ _____/Lot	\$ _____/Lot
Dockyard	\$ _____/Lot	\$ _____/Lot
Naden	\$ _____/Lot	\$ _____/Lot
Rocky Point	\$ _____/Lot	\$ _____/Lot
Signal Hill	\$ _____/Lot	\$ _____/Lot
Work Point	\$ _____/Lot	\$ _____/Lot

CALL-OUT RATES**Service Calls:**

Service calls can be charged at a firm Call-out Rate, when authorized by the DND Project Authority.

Call-out rates do not apply to regular routine inspections above, but only for miscellaneous repairs and other miscellaneous related work in conjunction with DND Lifting Devices. Call-out rates from the Contractor's site to the DND Site location shall include, Travel Time to the jobsite, **plus** one (1) hour of productive labour in the performance of the work. Call-out rates can only be charged for once, for each individual authorized DND626 Task Authorization.

	Estimated # of Calls per Year	Firm Rate per Call-out	
		Year 1	Year 2
a. Professional Engineer	3	\$ _____/Call	\$ _____/Call
b. Crane Inspector	10	\$ _____/Call	\$ _____/Call
c. Inspection Team	10	\$ _____/Call	\$ _____/Call
d. Competent Inspection Person	50	\$ _____/Call	\$ _____/Call
e. NDT Technician	5	\$ _____/Call	\$ _____/Call
d. Trades Person	50	\$ _____/Call	\$ _____/Call
g. Qualified Person	50	\$ _____/Call	\$ _____/Call

Labour

The rates below shall include all Labour, Supervision, Transportation and Equipment to the site. These rates shall remain firm for the complete period of the Contract for both years and shall exclude any applicable taxes, such as the Harmonized Sales Tax, which must be shown as a separate item on the invoice for payment.

- **Regular Hours:** is Regular Working Hours, Monday - Friday, 0800-1600 hours
- **Outside Regular Hours:** is Outside Regular Working Hours, Monday - Friday and all day Saturday
- **Sunday/Stat Holidays:** is Sunday and Statutory Holidays
- **Emergency Rates:** is "as soon as possible up to a maximum of 4 hours" response time

The Contractor shall provide the following personnel to complete the work in accordance with Annex "A" DND Statement of Work.

Firm all inclusive Hourly Rates

		Year 1	Year 2
1.	PROFESSIONAL ENGINEER		
	A Professional Engineer experienced in Structural Inspections of Cranes and registered with APEGBC		
	- Estimated Usage		
	200 Regular Hours:	\$ _____/Hr	\$ _____/Hr
	1 Outside Regular Hours:	\$ _____/Hr	\$ _____/Hr
	1 Sunday/Stat Holidays:	\$ _____/Hr	\$ _____/Hr
	3 Emergency Rate:	\$ _____/Hr	\$ _____/Hr
2.	CRANE INSPECTOR		
	A person who has a minimum of 10,000 hours relating to the inspection, maintenance, repair and modification of lifting devices		
	- Estimated Usage		

400	Regular Hours:	\$ _____/Hr	\$ _____/Hr
10	Outside Regular Hours:	\$ _____/Hr	\$ _____/Hr
5	Sunday/Stat Holidays:	\$ _____/Hr	\$ _____/Hr
5	Emergency Rate:	\$ _____/Hr	\$ _____/Hr

3. INSPECTION TEAM

A group of people who have the combined qualifications equal to that of a Crane Inspector, working under the supervision of a Crane Inspector or Professional Engineer - (Combined Hourly Rate)

- Estimated Usage

500	Regular Hours:	\$ _____/Hr	\$ _____/Hr
30	Outside Regular Hours:	\$ _____/Hr	\$ _____/Hr
10	Sunday/Stat Holidays:	\$ _____/Hr	\$ _____/Hr
10	Emergency Rate:	\$ _____/Hr	\$ _____/Hr

4. COMPETENT INSPECTION PERSON

A person who meets the requirements of the Crane Inspector, or a member of an Inspection Team defined herein

- Estimated Usage

500	Regular Hours:	\$ _____/Hr	\$ _____/Hr
30	Outside Regular Hours:	\$ _____/Hr	\$ _____/Hr
10	Sunday/Stat Holidays:	\$ _____/Hr	\$ _____/Hr
10	Emergency Rate:	\$ _____/Hr	\$ _____/Hr

5. NON-DESTRUCTIVE TESTING (NDT) TECHNICIAN

NDT technicians shall meet the requirements of CAN / CGSB-48.9712

- Estimated Usage

200	Regular Hours:	\$ _____/Hr	\$ _____/Hr
10	Outside Regular Hours:	\$ _____/Hr	\$ _____/Hr
5	Sunday/Stat Holidays:	\$ _____/Hr	\$ _____/Hr
5	Emergency Rate:	\$ _____/Hr	\$ _____/Hr

6. TRADES PERSON

A person qualified to the BC Provincial trade requirements for a trade relevant to the Work, carrying the associated valid and current trade licence or certificate for the duration of the work

a) Electrician**- Estimated Usage**

200	Regular Hours:	\$ _____/Hr	\$ _____/Hr
1	Outside Regular Hours:	\$ _____/Hr	\$ _____/Hr
1	Sunday/Stat Holidays:	\$ _____/Hr	\$ _____/Hr
1	Emergency Rate:	\$ _____/Hr	\$ _____/Hr

b) Mechanic**- Estimated Usage**

400	Regular Hours:	\$ _____/Hr	\$ _____/Hr
1	Outside Regular Hours:	\$ _____/Hr	\$ _____/Hr
1	Sunday/Stat Holidays:	\$ _____/Hr	\$ _____/Hr

1 Emergency Rate: \$ _____/Hr \$ _____/Hr

c) Millwright**- Estimated Usage**

400 Regular Hours: \$ _____/Hr \$ _____/Hr
 1 Outside Regular Hours: \$ _____/Hr \$ _____/Hr
 1 Sunday/Stat Holidays: \$ _____/Hr \$ _____/Hr
 1 Emergency Rate: \$ _____/Hr \$ _____/Hr

d) Miscellaneous Tradesperson**- Estimated Usage**

400 Regular Hours: \$ _____/Hr \$ _____/Hr
 1 Outside Regular Hours: \$ _____/Hr \$ _____/Hr
 1 Sunday/Stat Holidays: \$ _____/Hr \$ _____/Hr
 1 Emergency Rate: \$ _____/Hr \$ _____/Hr

7. QUALIFIED PERSON**a) Dock Levelers and Vehicle Barriers**

A person or tradesperson with minimum 5 years experience inspecting and maintaining hydraulic, electric and pneumatic equipment and/or who has completed the OEMs' maintenance course(s) on the type of equipment being maintained, inspected or repaired.

- Estimated Usage

50 Regular Hours: \$ _____/Hr \$ _____/Hr
 1 Outside Regular Hours: \$ _____/Hr \$ _____/Hr
 1 Sunday/Stat Holidays: \$ _____/Hr \$ _____/Hr
 1 Emergency Rate: \$ _____/Hr \$ _____/Hr

b) Vehicle Hoists

A qualified automotive lift inspector as defined in ANSI / ALI ALOIM-2008, Safety Requirements for Operation, Inspection and Maintenance of Automotive Lifts

- Estimated Usage

50 Regular Hours: \$ _____/Hr \$ _____/Hr
 1 Outside Regular Hours: \$ _____/Hr \$ _____/Hr
 1 Sunday/Stat Holidays: \$ _____/Hr \$ _____/Hr
 1 Emergency Rate: \$ _____/Hr \$ _____/Hr

Time Verification C0711C

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

Overtime

No overtime work shall be performed unless authorized in advance and in writing by Canada's authorized representative. Any request for payment at the rate(s) specified in the Contract must be accompanied by

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a copy of the overtime authorization DND626 and a report containing such details as Canada may require with respect to the overtime work performed pursuant to the written authorization.

Tools

The Contractor shall ensure that each tradesman has all necessary tools and equipment required to complete any job. No rental charges will be paid for tools or equipment incidental to the trade. Technical direction will be the responsibility of the Base Construction Engineering Officer or his delegated representative.

Annex "C" Periodic Reports

Periodic Usage Reports

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract,

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "NIL" report.

The data must be submitted on a quarterly basis to the Contracting Authority no later than 30 calendar days after the end of the reporting period. HST shall be included in the Total charges below.

Quarterly report periods are defined as follows:

Required for the Period

- April 1, - June 30,
- July 1, - September 30,
- October 1, - December 31,
- January 1, - March 31,

ROUTINE MAINTENANCE and INSPECTION SERVICES

Description	Inspection Type	Location completed	Total charges for Period
Cranes & Hoists	Annual	Albert Head	\$
		Aldergrove	\$
		Ashton Armouries	\$
		Colwood Jetties	\$
		Dockyard Jetties	\$
		Matsqui	\$
		Naden	\$
		Pat Bay	\$
		Ranch Pt - CFMETR	\$
		Rocky Point	\$
Vehicle Hoists	Annual	Work Point	\$
		Ashton Armouries	\$
		Rocky Point	\$
		Work Point	\$
		Ashton Armouries	\$
	Monthly	Ashton Armouries	\$
		Rocky Point	\$
		Work Pion	\$
Vehicle/Gate Barriers	6 Months	Aldergrove	\$

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		Dockyard	\$
		Matsqui	\$
		Naden	\$
		Ranch Point	\$
		Signal Hill/Yarrows	\$
		Work Point	\$
	3 Months	Matsqui	\$
		Ranch Point	\$
		Work Point	\$
	Monthly	Matsqui	\$
		Ranch Point	\$
		Work Point	\$
	Annual	Aldergrove	\$
	I	Dockyard	\$
		Matsqui	\$
		Naden	\$
		Ranch Point	\$
		Signal Hill/Yarrows	\$
		Work Point	\$
Dock Levelers	Annual	Colwood	\$
		Dockyard	\$
		Naden	\$
		Rocky Point	\$
		Signal Hill	\$
		Work Point	\$

NUMBER OF CALL-OUTS

Description	# of Calls per Period	Total charges
Professional Engineer		\$
Crane Inspector		\$
Inspection Team		\$
Competent Inspection Person		\$
NDT Technician		\$
Trades Person		\$
Qualified Person		\$

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LABOUR

LABOUR (Regular Hours)	No. of Hours Charged	Rate Charged	Extenson Total
Professional Engineer		\$ _____	\$ _____
Crane Inspector		\$ _____	\$ _____
Inspection Team		\$ _____	\$ _____
Competent Inspection Person		\$ _____	\$ _____
NDT Technician		\$ _____	\$ _____
Trades Person		\$ _____	\$ _____
Qualified Person		\$ _____	\$ _____

**MATERIALS
(Not incidental to the Trade)**

Laid Down Cost \$ _____	Plus Mark-up _____%	Total Cost \$ _____
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Annex "D"

Security Requirements Check List

The Security Requirements Check List is now in your possession.

Annex "E" Technical and Managerial Rated Criteria

Company: _____

The Bidder must demonstrate that the Company and Service Team proposed has the necessary technical/managerial background and experience to carry out the work. This is to include any proposed subcontractors as well as to demonstrate that suitable equipment is in place to ensure the service and work can be provided. The Offeror must also demonstrate that they have the necessary expertise to ensure the services requested herein can be provided.

Failure to provide the necessary information required to fully evaluate the Bid, will render your submission non-responsive and will be given no further consideration.

The offeror must score at least **70%** of the maximum points available in each section subject to point rating. Bids which fail to achieve this score will be considered technically unacceptable and will be given no further consideration.

Rating Scale

Unsatisfactory: 0 - 20% of points available
Information and content provided is insufficient for any evaluation of the services offered.

Poor: 21 - 39% of points available
Information and content provided is insufficient for effective evaluation and is considered not acceptable for meeting the service requirements.

Fair: 40 - 59% of points available
Information and content provided is minimal and is considered to be less than acceptable for meeting the service requirements

Good: 60 - 75% of points available
Information and content provided is sufficient for evaluation. Services offered are average and will meet the performance of the requirement.

Very Good: 76 - 89% of points available
Information and content provided is more than sufficient for effective evaluation. Services offered are of above average and will more than meet the performance of the requirement.

Excellent: 90 - 100% of points available
Information and content provided is exceptional. Services offered exceed the performance requirements.

All proposals received will be evaluated for their technical and management content utilizing the following point rating: **Total Points available - 110**

1. Organization - Overall Proposal: 35 Points

- a) Provide a company organization chart clearly identifying the overall chain of command, including administrative personnel and the service team proposed to perform the work specified herein.

Maximum point value: (15) - Org Chart (5)
- Service Team (10) 2 pts per person - max 5 people

- b) Company Suitability:

Outline in sufficient detail, the responsibilities and reporting relationships of the proposed personnel within the company when tasked with a work project.

Maximum point value: (20) (responsibilities - 10 pts)
(reporting relationships – 10 pts)

- c) Provide company details on Company operating procedures, safety standards and any applicable staff training planned for.

Maximum point value: (5)

- d) Company Facilities and Equipment

Describe in sufficient detail, information about your company facility as well as any relative equipment you may possessive that would enable you to perform the work requested in a more efficient manor.

Maximum point value: (5)
- Company Facility: (1) point
- Relative Equipment: (4) points

2. Management and Staff Qualifications: 75 Points

- a) Provide an outline of your company's past experience from at least one commercial business of similar size and scope of which your company has undertaken a Crane Maintenance and Inspection program, within the past three (3) years, by providing details on the work, the responsibilities of the company, responsibilities of the manager, overall cost of the project, number of company staff, sub-contractors and letters of reference

Maximum point value: (44) (details of work – 10 pts)
(company responsibilities – 10 pts)
(managerial responsibilities – 5)
(project cost – 5)
(number of staff – 2)
(sub-contractors – 2)
(letters of reference – 10)

- b) Identify the manager and the manager's experience identified in the service team used to perform the work. Include applicable resume(s).

Maximum point value: (10) (8 pts for the first one – 2 for additional – max

1)

- c) Provide resumes for the service team personnel, employed only by your company and who will

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be used to perform the work.

Maximum point value: (6) (2 for each) maximum 3

- d) Provide copies of applicable trade and/or training certificates from company personnel used to perform the work.

Maximum point value: (15) (5 for each) maximum 3

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NOTE TO BIDDERS: Please cut the mailing label below and affix it securely to the outside of the envelope or package containing your bid submitted by mail or courier. For bids submitted by facsimile the Fax No. is (250)363-3344, use this sheet as the cover sheet. Always ensure your company name, return address, GETS/Merx reference number, solicitation number and closing date appear legibly on the outside of your bid submission.



BID RECEIVING
Public Works and Government Services Canada
401 - 1230 Government St
Victoria, BC
V8W 3X4

Solicitation No.: W0103-09C995/A

Closing Date: 2:00 PM, February 28, 2011