

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

INVITATION TO TENDER
APPEL D'OFFRES

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

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

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

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

Comments - Commentaires

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

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

Title - Sujet Barge -9.1M Self Propelled Aluminum	
Solicitation No. - N° de l'invitation F7047-130037/A	Date 2014-03-17
Client Reference No. - N° de référence du client F7047-130037	GETS Ref. No. - N° de réf. de SEAG PW-\$OLZ-002-6057
File No. - N° de dossier OLZ-3-36201 (002)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-04-15	
Time Zone Fuseau horaire Newfoundland Daylight Saving Time NDT	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Dalton, Colleen	Buyer Id - Id de l'acheteur olz002
Telephone No. - N° de téléphone (709) 772-4931 ()	FAX No. - N° de FAX (709) 772-4603
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF FISHERIES AND OCEANS INTEGRATED TECHNICAL SERVICES 200 KENT ST - STN 7S036 OTTAWA Ontario K1A0E6 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of the bid solicitation;

Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, 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; Insurance Requirements; Warranty; Custody; Project Management Services; Financial Bid Presentation Sheet; Required Certifications; and Information Required for Code of Conduct Certification.

1.2 Requirement

1. The Department of Fisheries and Oceans has a requirement to have a contractor fabricate and supply one (1) 9.1 to 9.2m aluminum self propelled barge based on the requirements of the technical statement of requirements. There are also fifteen (15) drawings included to outline the construction, outfit and machinery systems for construction of the barge. Construction will be completed based on the current Transport Canada Marine Safety Branch (TCMSB) Marine Safety Publication TP 1332 "Construction Standards for Small Vessels."

2. There is no industrial security requirement associated with this solicitation. Other security requirements are outlined in Part 7, Article 3.

3. The requirement is exempt from the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), Annex 4 and the North American Free Trade Agreement (NAFTA), Chapter Ten Annex 1001.2b Paragraph 1; however, it is subject to the Agreement on Internal Trade (AIT) and will be limited to suppliers in Eastern Canada in accordance with Shipbuilding, Refit, Repair and Modernization Policy (1996-12-19).

4. Pursuant to section 01 of Standard Instructions 2003 and 2004, a Consent to a Criminal Record Verification form, must be submitted with the bid, by the bid solicitation closing date, for each individual who is currently on the Bidder Board of Directors.

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<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 (2012-11-19) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Section 07(3) of 2003, Standard Instructions - Goods or Services are amended as follows:

Delete: Furthermore, the Bidder must send a written confirmation of the bid within two (2) working days after bid closing, unless specified otherwise in the bid solicitation. All documents confirming bids should bear the word "CONFIRMATION".

2.2 Submission of Bids

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

2.3 Enquiries - Bid Solicitation

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

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

2.4 Applicable Laws

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that bidders provide their bid as follows:

- | | |
|-------------|---|
| Section I: | Financial Bid (1 hard copy) |
| Section II: | Certifications Requirements (1 hard copy) |

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

If bids are submitted by facsimile in accordance with 2003 Standard Instructions, Section 07(3), as modified under Part 2, Article 1, then the bid should be provided in the same format as for hard copies.

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 8.5 x 11 inch (216 mm x 279 mm) 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: Financial Bid

Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet at Annex I and the detailed Pricing Data Sheet, Appendix 1 to Annex I. Bidders must also submit the ITT completed and signed.

Section II: Certification Requirements

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

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

4.2 Basis of Selection

A bid must comply with all requirements of the bid solicitation to be declared responsive. All mandatory requirements must be met before further consideration is given to any bid. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

4.3 Public Bid Opening

A public bid opening will be held at the John Cabot Building, 10 Barters Hill, St. Johns at 14:00 DST on April 15, 2014.

PART 5 - CERTIFICATIONS

5.1 General

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

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

5.2 Certifications Precedent to Contract Award

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

1. Insurance Certification as per Part 6.3 and Annex C
2. Workers compensation letter of good standing as per Part 6.4
3. Welding Certification as per Part 6.5
4. Labour agreement as per Part 6.6
5. Federal Contractors Program for Employment Equity - Certification as per Annex G
6. Code of Conduct Information Required as per 5.4 and Annex H

5.3 Certifications Required with the Bid

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

1. Tender Document completed and signed.
2. Pricing information
3. Mandatory Requirement checklist
4. All required information as stated in the mandatory requirement list.

5.4 Code of Conduct Certifications - Certifications Required Precedent to Contract Award

Bidders should provide, with their bid or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Bidders must submit the list of directors before contract award, failure to provide such a list within the required time frame will render the bid non-responsive.

The Contracting Authority may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

PART 6 - FINANCIAL, SECURITY AND OTHER REQUIREMENTS

6.1 Security Requirement

There is no industrial security requirement associated with this requirement.

6.2 Financial Capability

SACC Manual Clause A9033T (2012-07-16) Financial Capability

6.3 Insurance Requirements

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

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

6.4 Workers Compensation - Letter of Good Standing

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

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

6.5 Welding Certification

1. Welding must be performed by a welder certified by the Canadian Welding Bureau and in accordance with the requirements of the following Canadian Standards Association (CSA) standards:

(a) CSA W47.2, CWB certified shop division 2.1,

2. Before contract award and within two (2) working days of the written request by the Contracting Authority, the successful Bidder must submit provide evidence demonstrating its certification to the welding standards. In addition, welding must be done in accordance with the requirements of the applicable drawings and specifications.

6.6 Valid Labour Agreement

If the Bidder has a labour agreement, or other suitable instrument, in place with its unionized labour or workforce, it must be valid for the proposed period of any resulting contract. Before contract award and within two (2) working days of written notification by the Contracting Authority, the successful Bidder must provide evidence of that agreement.

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

1. The Department of Fisheries and Oceans has a requirement to have a contractor fabricate and supply one (1) 9.1 to 9.2m aluminum self propelled barge based on the requirements of the technical statement of requirements. There are also fifteen (15) drawings included to outline the construction, outfit and machinery systems for construction of the barge. Construction will be completed based on the current Transport Canada Marine Safety Branch (TCMSB) Marine Safety Publication TP 1332 "Construction Standards for Small Vessels."

7.2 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 (SACC) Manual issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website:
(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>)

7.2.1 General Conditions

2030 (2012-11-19) General Conditions - Goods - Higher Complexity

7.2.2 Supplemental General Conditions

1029 (2010-08-16) Ship Repairs

7.3 Security Requirement

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

7.4 Authorities

7.4.1 Contracting Authority

The Contracting Authority for the Contract is:
Colleen Dalton, Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch, Atlantic Region
Science, Services and Marine
The John Cabot Building, 10 Barter's Hill
P.O. Box 4600, St. John's, NL A1C 5T2

Telephone: (709) 772-4931
Facsimile: (709) 772-4603
E-mail address: colleen.dalton@pwgsc.gc.ca

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

7.4.2 Inspection Authority

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

7.4.3 Technical Authority

The on site Technical Authority for the Contract will be named at contract award.

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

7.4.4 Project Authority

The Project Authority for the Contract will be named at contract award.

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

7.5 Payment

7.5.1 Basis of Payment - Firm Price or Firm Lot Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a "firm price", as specified in Annex "B of \$ _____ **(insert the amount at contract award)**. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

7.5.2 Method of Payment - Milestone Payments

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:

- (a). an accurate and complete claim for payment using PWGSC-TPSGC 1111, Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b). all the certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives;
- (c). all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada

7.5.3 SACC Manual Clauses

C6000C (2011-05-16) Limitation of Price

C0711C (2008-05-12) Time Verification

7.6 Invoicing Instructions- Milestone Payment Claim

The Contractor must submit a claim for payment using form PWGSC-TPSGC 1111, Claim for Progress Payment.

Each claim must show:

- (a). all information required on form PWGSC-TPSGC 1111;
- (b). all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
- (c). the description and value of the milestone claimed as detailed in the Contract.

Each claim must be supported by:

- (1). a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses;
- (2). a copy of the monthly progress report.

Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.

The Contractor must prepare and certify one original and two (2) copies of the claim on form PWGSC-TPSGC 1111, and forward it to the Project Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.

The Project Authority will then forward the original and two (2) copies of the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.

The Contractor must not submit claims until all work identified in the claim is completed.

7.7 Certifications

SACC Manual Clause A3015C (2008-12-12) Certifications

7.8 Applicable Laws

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

7.9 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 2030 (2012-11-19) General Conditions - Goods (Higher Complexity);
- (c) the supplemental general conditions 1029 (2010-08-16) Ship Repairs;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Insurance Requirements;
- (g) Annex D, Consent to a Criminal Record Verification (PWGSC-TPSGC 229);
- (h) Annex E, Warranty;
- (i) Annex F, Financial Bid Preparation Sheets;
- (m) Annex G, Required Certifications;
- (n) Annex H, Information Required for Code of Conduct Certification; and
- (o) the Contractor's bid dated _____ (*insert date of bid*)

7.10 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.

7.11 Sub-Contractors List

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

When the Contractor sub-contracts work, a copy of the sub-contract purchase order is to be passed to the Contracting Authority. In addition, the Contractor must monitor progress of sub-contracted work and

inform the Inspection Authority on pertinent stages of work to permit inspection when considered necessary by the Inspection Authority.

7.12 Work Schedule and Reports

No later than three (3) Working Days after contract award, the preliminary schedule must be revised and expanded as necessary and resubmitted before commencement of the Work. The Contractor must provide a detailed work schedule showing the commencement and completion dates for the Work in the available work period, including realistic target dates for significant events. During the work period the schedule is to be reviewed on an ongoing basis by the Inspection Authority and the Contractor, updated when necessary, and available in the Contractor's office for review by Canada's authorities to determine the progress of the Work.

The schedules must be revised on a predefined basis. The revised schedules must show the effect of progressed work and approved work arising. Changes in scheduled completion dates due to unscheduled work will not be accepted except as negotiated under Design Change or Additional Work clause.

7.13 Trade Qualifications

The Contractor must use qualified, certified (if applicable) and competent tradespeople and supervision to ensure a uniform high level of workmanship. The Inspection Authority may request to view and record details of the certification and/or qualifications held by the Contractor's tradespeople. This request should not be unduly exercised but only to ensure qualified tradespeople are on the job.

7.14 ISO 9001:2008 - Quality Management Systems

In the performance of the Work described in the Contract, the Contractor must comply with the requirements of ISO 9001:2000 - Quality management systems - Requirements, published by the International Organization for Standardization (ISO), current edition at date of submission of the Contractor's bid with the exclusion of the following requirement:

Design and development

It is not the intent of this clause to require that the Contractor be registered to the applicable standard; however, the Contractor's quality management system must address each requirement contained in the standard.

Assistance for Government Quality Assurance (GQA):

The Contractor must provide the Inspection Authority with the accommodation and facilities required for the proper accomplishment of GQA and must provide any assistance required by the Inspection Authority for evaluation, verification, validation, documentation or release of product.

The Inspection Authority must have the right of access to any area of the Contractor's or Subcontractor's facilities where any part of the Work is being performed. The Inspection Authority must be afforded unrestricted opportunity to evaluate and verify Contractor conformity with Quality System procedures and to validate product conformity with contract requirements. The Contractor must make available, for reasonable use by the Inspection Authority, the equipment necessary for all validation purposes. Contractor personnel must be made available for operation of such equipment as required.

When the Inspection Authority determines that GQA is required at a subcontractor's facilities, the Contractor must provide for this in the purchasing document and forward copies to the Inspection Authority, together with relevant technical data as the Inspection Authority may request.

The Contractor must notify the Inspection Authority of non-conforming product received from a subcontractor when the product has been subject to GQA.

7.15 Welding Certification

1. The Contractor must ensure that welding is performed by a welder certified by the **Canadian Welding Bureau (CWB)** in accordance with the requirements of the following **Canadian Standards Association (CSA)** standards:

- (a) CSA W47.2 CWB certified shop division 2.1.
- 2. In addition, welding must be done in accordance with the requirements of the applicable drawings and specifications.
- 3. Prior to the commencement of any fabrication work, and upon request from the Inspection Authority, the Contractor must provide approved welding procedures and/or a list of welding personnel he intends to use in the performance of the Work. The list must identify the CWB welding procedure qualifications attained by each of the personnel listed and must be accompanied by a copy of each person's current CWB welding certification.

7.16 Environmental Protection

The Contractor and its subcontractors engaged in the Work on a Canadian Government vessel must carry out the Work in compliance with applicable municipal, provincial and federal environmental laws, regulations and industry standards.

The Contractor must have detailed procedures and processes for identifying, removing, tracking, storing, transporting and disposing of all potential pollutants and hazardous material encountered, to ensure compliance as required above. All waste disposal certificates are to be provided to the Inspection Authority, with information copies sent to the Contracting Authority. Furthermore, additional evidence of compliance with municipal, provincial and federal environmental laws and regulations is to be furnished by the Contractor to the Contracting Authority when so requested.

The Contractor must have environmental emergency response plans and/or procedures in place. Contractor and subcontractor employees must have received the appropriate training in emergency preparedness and response. Contractor personnel engaging in activities which may cause environmental impacts or potential non compliance situations, must be competent to do so on the basis of appropriate education, training, or experience.

7.17 Procedures for Design Change or Additional Work

The following procedures must be followed for any design change or additional work.

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

- (i) any impact of the design change or additional work on the requirement of the Contract;
 - (ii) a price breakdown of the cost (increase or decrease) associated with the implementation of the design change or the performance of the additional work using either the Form PWGSC1686, Quotation for Design Change or Additional Work, or the Form PWGSC 1379, Work Arising or New Work, or any other form required by Canada;
 - (iii) a schedule to implement the design change or to perform the additional work and the impact on the contract delivery schedule.
- (b) The Contracting Authority will then forward this information to the Contractor.
- (c) The Contractor will return the completed form to the Contracting Authority for evaluation and negotiation. Once agreement has been reached, the form must be signed by all parties in the appropriate signature blocks. This constitutes the written authorization for the Contractor to proceed with the work, and the Contract will be amended accordingly.
2. When the Contractor requests design change or additional work:
- (a) The Contractor must provide the Contracting Authority with a request for design change or additional work in sufficient detail for review by Canada.
 - (b) The Contracting Authority will forward the request to the Technical Authority for review.
 - (c) If Canada agrees that a design change or additional work is required, then the procedures detailed in paragraph 1 are to be followed.
 - (d) The Contracting Authority will inform the Contractor in writing if Canada determines that the design change or additional work is not required.
3. The Contractor must not proceed with any design change or additional work without the written authorization of the Contracting Authority. Any work performed without the Contracting Authority's written authorization will be considered outside the scope of the Contract and no payment will be made for such work.

7.18 Progress Meetings

Progress meetings, chaired by the Contracting Authority, 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.

7.19 Outstanding Work and Acceptance

1. The Inspection Authority, in conjunction with the Contractor, will prepare a list of outstanding work items at the end of the work period. This list will form the annexes to the formal acceptance document for the vessel. A contract completion meeting will be convened by the Inspection Authority on the work completion date to review and sign off the form PWGSC-TPSGC1205, Acceptance. In addition to any amount held under the Warranty Holdback Clause, a holdback of twice the estimated value of outstanding work will be held until that work is completed.
2. The Contractor must complete the above form in three (3) copies, which will be distributed by the Inspection Authority as follows:

- (a) original to the Contracting Authority;
- (b) one (1) copy to the Technical Authority;
- (c) one (1) copy to the Contractor.

7.20 Licensing

The Contractor must obtain and maintain all permits, licenses and certificates of approval required for the Work to be performed under any applicable federal, provincial or municipal legislation. The Contractor is responsible for any charges imposed by such legislation or regulations. Upon request, the Contractor must provide a copy of any such permit, license or certificate to Canada.

7.21 Hazardous Waste - Vessels

SACC Manual Clause A0290C (2008-05-12) Hazardous Waste - Vessels

7.22 Scrap and Waste Material

SACC Manual Clause A9055C (2010-08-16) Scrap and Waste Material

7.23 Workers Compensation

SACC Manual Clause A0285C (2007-05-25) Workers Compensation

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ANNEX A

Technical Statement of Requirements

Provision to fabricate one (1) 9.1 to 9.2m aluminum Self-Propelled Barge.

Included as an attachment

ANNEX B BASIS OF PAYMENT

Price

- (a) **Known Work;** For work as specified in Annex "A"
for a FIRM PRICE of:

TOTAL FIRM PRICE: (a) \$ _____
(taxes excluded)

- (b) **Unscheduled Work:**

Estimated unscheduled labour hours: 500

Firm hourly charge-out rate \$ _____

Total unscheduled work (estimated hours multiplied by rate) (b) \$ _____
(taxes excluded)

Evaluation

Tenders will be evaluated as follows:

EVALUATION PRICE, (a + b) \$ _____
(Taxes Excluded)

The contract which may result will be issued in the amount of the total
firm price in (a) above, to give a Contract price as follows :

CONTRACT PRICE: \$ _____

GST/HST as applicable will be added to the contract price.

Unscheduled Work and Evaluation Price

In any refit/repair or docking contract, unscheduled work will arise after the vessel and its equipment is opened up and surveyed. Since this work is inevitable, the anticipated cost of such work must be taken into account when evaluating the bids. This is done by including a most likely amount of additional person-hours (and/or material) to which a competitive charge-out rate is applied in dollars, and is added to the firm price for the Work.

The overall total is known as the "Evaluation Price" which is the price used for evaluating the bids. There is no minimum or maximum amount of unscheduled work nor is there a guarantee of such work, but rather it is a most likely work estimate based on historical experience.

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. Pro-rated Prices:

Hours and prices for unscheduled work will be based on comparable historical data applicable to similar work at the same facility, or will be determined by pro-rating the quoted work costs in the Contract when in similar areas of the vessel.

3. 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 Goods and Services Tax or Harmonized Sales Tax, if applicable, calculated at 13 percent of the total cost of material and labour. The firm hourly charge-out labour rate and the material mark-up will remain firm for the duration of the Contract and any subsequent amendment

Overtime

1. The Contractor must not perform any overtime under the Contract unless authorized in advance and in writing by the Contracting Authority. Any request for payment must be accompanied by a copy of the overtime authorization and a report containing the details of the overtime performed pursuant to the written authorization.

Payment for authorized overtime will be calculated as follows:

- (a) For known work, the Contractor will be paid the Contract Price plus authorized overtime hours paid at the following premium rates:

For time and one half: \$_____ per hour, or

For double time: \$_____ per hour.

- (b) For unscheduled work, the Contractor will be paid the authorized overtime hours at the quoted charge-out labour rate, plus the following premium rates:

For time and one half: \$_____ per hour, or

For double time: \$_____ per hour.

2. The above premiums will be calculated by taking the average hourly direct labour rate premiums, plus _____ certified fringe benefit, plus profit of 7.5 percent on labour premium and fringe benefits.

These

rates will remain firm for the duration of the Contract, including all amendments and are subject to audit if considered necessary by Canada.

Unscheduled Work

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

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

Notwithstanding definitions or usage elsewhere in this document, or in the Bidders Cost Management System, when negotiating *Hours* for unscheduled work, PWGSC will consider only those hours of labour directly involved in the production of the subject work package. Elements of *Related Labour Costs* identified in I2.2 will not be negotiated, but will be compensated for in accordance with I2.2. It is therefore incumbent upon the Bidder to enter values in the above table which will result in fair compensation, regardless of the structure of their Cost Management System.

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

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

Overtime

No overtime work will be compensated for under the Contract unless authorized in advance and in writing by the Contracting Authority. Any request for payment must be accompanied by a copy of the overtime authorization and a report containing such details as Canada may require with respect to the overtime work performed. Compensation for authorized overtime will be calculated by taking the average hourly direct labour rate premiums, plus certified fringe benefit additives, plus profit of 7 1/2 percent on labour premium and fringe benefits. These rates will remain firm for the duration of the Contract including all amendments and are subject to audit if deemed necessary by Canada.

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ANNEX C INSURANCE REQUIREMENTS

C1 Ship Repairers' Liability Insurance

1. The Contractor must obtain Ship Repairer's Liability Insurance and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$10,000,000 per accident or occurrence and in the annual aggregate.
2. The Ship Repairer's Liability insurance must include the following:
 - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - (b) Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Canadian Coast Guard and Public Works and Government Services Canada for any and all loss of or damage to the vessel, however caused.
 - (c) Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - (d) Contractual Liability: The policy must, on a blanket basis or by specific reference to the contract, extend to assumed liabilities with respect to contractual provisions.
 - (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

C2 Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability Insurance policy must include the following:
 - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - (c) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - (d) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

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

C3. Limitation of Liability

1. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees.
2. Whether the claim is based in contract, tort, or another cause of action, the Contractor's liability for all damages suffered by Canada caused by the Contractor's performance of failure to perform the Contract is limited to \$10,000,000.00 per incident or an annual aggregate of \$20,000,000 for damages caused in any one occurrence, to of the Contract, each such year starting on the date of year of carrying out coming into force of the Contract or its anniversary, and to a total maximum liability of \$40,000,000.00. This limitation of the Contractor's liability does not apply to:
 - (a) any infringement of intellectual property rights; or
 - (b) any breach of warranty obligations.
3. Each Party agrees that it is fully liable for any damages that it causes to any third party in connection with the Contract, regardless of whether the third party makes its claim against Canada or the Contractor. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada for that amount.

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ANNEX D

Consent to a Criminal Record Verification (PWGSC-TPSGC 229)

Available as an attachment via GETS

ANNEX E WARRANTY

The General Conditions are amended by deleting the section entitled "Warranty" and replacing it with the following :

Despite acceptance of the Work and without restricting any other term of the Contract or any condition, warranty or provision implied or imposed by law, the Contractor warrants that, during the warranty period, the Vessel, including without limitation, the hull, propelling machinery and auxiliaries, fittings and equipment of all kinds will:

be free from all defects of design, material, workmanship, assembly or compatibility of components; and

meet or surpass all of the performance standards and tests set out in the Specifications and be fit for the particular purposes for which it is required as described in the Contract.

The warranty period for the Vessel is twelve (12) months from the date of its delivery to and acceptance by Canada.

The Contractor must repair or remove and replace, all at its own expense, any work which fails, at any time during the warranty period, to meet the requirements of section 2 above and deliver and install such repair or replacement free from all defects at the Contractor's facility, or at such other facility or location as Canada may direct.

If Canada chooses not to have the defective Work repaired or replaced at the Contractor's facility, then:

the Contractor must replace or make good the defective Work at such location as the Contracting Authority may specify and Canada will pay the actual Cost incurred in so doing (including reasonable traveling and living expenses) with no allowance by way of overhead or profit, less a sum equivalent to the Cost of making good the defective Work had it been made good at the Contractor's facility; or at Canada's option Canada may have the defective Work repaired or replaced elsewhere, and the Contractor must pay Canada such sums as are equivalent to the Cost of supplying the necessary part or parts and doing the Work at the Contractor's facility.

The warranty period for the Vessel will be extended by the amount of time, in excess of one month for each occasion during which the Vessel is out of service while undergoing warranty repairs or replacements.

If the Contractor is not located close to the vessel home port / station, it must appoint a local representative to resolve and correct defects arising during the warranty period. The name

and address of the representative must be given to the Contracting Authority sixty (60) calendar days before the Contractor delivers the Vessel to Canada.

The warranty provided for in this clause does not apply with respect to defects in the Vessel, including defects in performance, which are caused by

Canada not complying with the Contractor's reasonable instructions for the operation, maintenance and repair of the Vessel;

alterations by Canada to the Vessel which are not approved by the Contractor, provided that approval is not unreasonably withheld; and

damage and defects arising from the negligence of any person employed on board the Vessel during the warranty period, except the negligence of the Contractor or its representative.

The Contractor must transfer to Canada all warranties on work supplied or held by the Contractor which exceed the warranty period indicated above, and the Contractor must exercise any such rights and warranties on behalf of Canada.

Upon the identification and reporting to the Contractor of any defects in the Work subject to warranty, the Contractor must carry out the Work to correct warranty defects or failures with a minimum of delay, at a time agreed to with the Technical Authority to avoid any restriction of the Vessel operation.

ANNEX F**FINANCIAL BID PRESENTATION SHEET****F.1 Evaluation of Price**

The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded.

a)	Known Work For work as stated in Annex A a FIRM PRICE of:	\$ _____
b)	Unscheduled Work Estimated labour hours at a firm Charge-out Labour Rate, including overhead and profit: 500 person hours X \$ _____ per hour for a PRICE of: Hours in excess of 500 will also be charged at this rate. Bidders are to include any premiums / surcharges or fees that are applicable to the hourly rate.	\$ _____
e)	EVALUATION PRICE HST or GST Excluded, [a + b]: For an EVALUATION TOTAL of :	\$ _____

Milestone Payment Schedule:

1. After the hull construction and inspection 35% of the contract value
2. After outfitting delivery prior to inspection 35% of the contract value
3. After final inspection and sea trials 30% of the contract value.

ANNEX G REQUIRED CERTIFICATIONS

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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" 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.

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

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

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with such request by Canada will also render the bid non-responsive or will constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [HRSDC-Labour's website](#).

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a federally regulated employer being subject to the [Employment Equity Act](#).
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

☐ A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with HRSDC-Labour.

OR

☐ A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to HRSDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to HRSDC-Labour.

B. Check only one of the following:

☐ B1. The Bidder is not a Joint Venture.

OR

☐ B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

ANNEX H
INFORMATION REQUIRED FOR CODE OF CONDUCT CERTIFICATION

Please provide list of names of the following entities, according to the ownership nature of the company

1. For a Corporation - each current member of the Bidder's Board of Directors;

2. For a Partnership, General Partnership or Limited Partnership - the names of all current partners;

3. For a Sole Proprietorship or an individual doing business under a firm name - the name
of the sole proprietor or individual;

4. For a Joint Venture - the names of all current members of the Joint venture;

5. For an individual - the full name of the person
