



Atlantic Region Procurement & Contracting

Purchasing Office - Bureau des achats:
 Atlantic Region Procurement &
 Contracting
 Contracting and Procurement Division,
 Finance Branch, Environment Canada/
 Division de l'acquisition et des
 Direction générale des finances
 Environnement Canada
 45 Alderney Drive, Dartmouth NS B2Y
 2N6/45, promenade Alderney
 Dartmouth, N.-É B2Y 2N6
 Tel: 902-426-9940
 Fax: 902-426-2690

REQUEST FOR PROPOSAL- DEMANDE DE SOUMISSIONS

You are requested 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 therefore.

Vous êtes demandés 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).

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT/ LE PRÉSENT DOCUMENT CONTIENT D'EXIGENCE DE SÉCURITÉ

Vendor/Firm Name and Address

Raison sociale et adresse du fournisseur/de
l'entrepreneur

Telephone No. No de téléphone:

()

Facsimile No. – No. télécopieur:

()

Title-Sujet Transportation of Marine Buoys		Date 2014-10-20
Client Reference No. - No. De Référence du Client K4B20-14-0219		
Solicitation No. - N° de demande K4B20-14-0219		
SOLICITATION CLOSES – L'INVITATION PREND FIN at- à 02 :00 PM on – le 2014-11-05 Atlantic Daylight Savings Time		
F.O.B. - F.A.B. Destination	GST - TPS See herein-ci-inclus	Duty - Droits See herein-ci-inclus
Destination of Goods and Services: Destinations des biens et services: See herein – Voir aux présentes		
Invoices - Original and two copies to be sent to: Factures - Envoyer l'original et deux copies à: See herein – Voir aux présentes		
Address Inquiries to: - Adresser toute demande de renseignements à: Jennifer Legere		
Telephone No. - No de téléphone 902-426-9940		Fax: 902-426-2690
Total Estimated Cost - Coût total estimatif \$		Currency - Devise CAD
Signature of Authorized Representative/Signature de la personne autorisée		



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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, 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, the Mandatory Requirements and Evaluation Criteria, the Security Requirements Checklist, and the Insurance Requirements.

2. Summary

Environment Canada has a requirement for a Contractor to provide transportation services on an “as and when requested” basis to move its six meter Navy Oceanographic Meteorological Automatic Device buoys (6m NOMAD) and three meter (3m) Discus buoys to and from various locations in Atlantic Canada. Other items requiring transport may include; cast iron anchors, chain and a shipping containers as well as rope moorings contained in shipping boxes and smaller buoys.

There is a security requirement associated with this requirement.

This requirement is subject to Agreement on Internal Trade (AIT).

3. Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions*



Manual(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

The 2003 (2014-06-26) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The 2003 (2014-06-26) Standard Instructions - Goods or Services - Competitive Requirements, are amended as follows:

- a) Revision to Departmental Name: Delete all references to “Public Works and Government Services Canada” and replace with “Environment Canada”.
- b) Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:
 - Delete: sixty (60) days
 - Insert: ninety (90) days

2. Submission of Bids

Bids must be submitted only to the Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile or electronic mail will not be accepted.

3. Former Public Servant

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, a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable



pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c.C-17, the Defence Services Pension Continuation Act, 1970, c.D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c.R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c.R-11, the Members of Parliament Retiring Allowances Act, R.S., 1985, c.M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force 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.

4. 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all



bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

5. Applicable Laws

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

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

6. Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least five (5) calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

- Section I: Technical Bid (2 hard copies)
- Section II: Financial Bid (1 hard copy)
- Section III: Certifications (1 hard copy)

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

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



Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability 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: Financial Bid

- 1.1 Bidders must submit their financial bid in accordance with the Basis of Payment at Annex "B". The total amount of Applicable Taxes must be shown separately.

Section III: 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 technical evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

1.1 Technical Evaluation

Mandatory technical evaluation criteria are included in Annex "C" – Mandatory Requirements and Evaluation Criteria.

1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

2. Basis of Selection

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

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and associated information 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 in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, 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 and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

1. Certifications Required Precedent to Contract Award

1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions 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](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 [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

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

2. Additional Certifications Required Precedent to Contract Award

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

2.1 Rate or Price Certification

The Bidder certifies that the price proposed

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

Signature: _____ **Date:** _____



PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

1. Security Requirement

1. Before award of a contract, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, bidders should refer to the [Canadian Industrial Security Directorate \(CISD\), Industrial Security Program](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

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

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

1.1 Optional Goods and/or Services

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

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

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 Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

2.1 General Conditions

2010C (2014-06-26) General Conditions – Medium Complexity - Services, apply to and form part of the Contract.



3. Security Requirement

3.1 The following security requirement (SRCL and related clauses) applies and form part of the Contract:

1. The Contractor/Offeror personnel requiring access to protected information, assets or sensitive work site(s) must each hold a valid reliability status, granted or approved by Department of Environment Canada.

2. The Contractor/Offeror must not remove any protected information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.

3. Subcontracts which contain security requirements are not to be awarded without the prior written permission of Department of Environment Canada.

4. The Contractor/Offeror must comply with the provisions of the:

(a) Security Requirements Check List and security guide (if applicable), attached as Annex D

(b) Industrial Security Manual (Latest Edition), attached is the link:
<http://ssi-iss.tpsgc-pwgsc.gc.ca/msi-ism/msi-ism-eng.html>

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from January 1, 2015 to March 31 2015 inclusive.

4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional twelve (12) month periods 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 seven (7) 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

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Jennifer Legere

Contracting Manager, Atlantic

Contracting and Procurement Division

Finance Branch, Environment Canada

17th Floor, 45 Alderney Drive, Dartmouth NS B2Y 2N6

Tel: 902-426-9940

Fax: 902-426-269

jennifer.legere@ec.gc.ca

Alternate Contact:

Carole Daigle



Procurement Officer
Contracting and Procurement Division
Finance Branch, Environment Canada
17th Floor, 45 Alderney Drive, Dartmouth NS B2Y 2N6
Tel: 902-426-0935
carole.daigle@ec.gc.ca

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

5.2 Project Authority

The Project Authority for the Contract is: *To be determined 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.

5.3 Contractor's Representative (To be completed by Bidder)

Name: _____
Title: _____
Legal Company Name: _____
Operating Name: _____
Address: _____

Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____
Procurement Business Number or Tax Number: _____

6. Proactive Disclosure of Contracts with Former Public Servants

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

7. Payment

7.1 Basis of Payment

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"- Basis of Payment.

7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____ (*To be inserted at Contract Award*). Customs duties are *not applicable*, and Applicable Taxes are extra.



2.No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. 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, or
- c.as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
whichever comes first.

3. 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.

7.3 SACC Manual Clauses

A9117C (2007-11-30) T1204 - Direct Request by Customer Department

H1001C (2008-05-12) Multiple Payments

8. Invoicing Instructions

8. 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:

- a. a copy of time sheets to support the time claimed (*if requested*);
- b. a copy of the release document and any other documents as specified in the Contract.

2.Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
- c.one (1) copy must be forwarded to the consignee.

9. Certifications

9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. (*To be inserted by Bidder*)



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 2010C (2014-06-26) General Conditions – Medium Complexity - Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex D, Security Requirements Check List;
- (f) Annex E, Insurance Requirements;
- (g) the Contractor's bid dated _____. *(To be inserted by Bidder)*

12. Insurance

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 in Annex E.

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.

13. SACC Manual Clauses

A9068C (2010-01-11) Government Site Regulations



**ANNEX “A”
STATEMENT OF WORK**

1.0 Summary

Environment Canada has a requirement for a Contractor to provide transportation services on an “as and when requested” basis to move its six (6) meter Navy Oceanographic Meteorological Automatic Device (NOMAD) and three (3) meter Discus buoys to and from various locations in Atlantic Canada. Other items requiring transport may include; cast iron anchors, chain and a shipping containers as well as rope moorings contained in shipping boxes and smaller buoys.

2.0 Background

Environment Canada has various buoys as part of its marine weather monitoring program. This is part of its core mandate. As part of ongoing requirement for maintenance, repair, deployment and redeployment, Environment Canada requires buoys and mooring components transported to and from various locations in Atlantic Canada.

3.0 Description and Scope of Services to be provided

The Contractor must pick-up/drop off buoys at the Environment Canada facility in Bedford Nova Scotia (address below) and either the Canadian Coast Guard (CCG) Base at the Bedford Institute of Oceanography (BIO) or the CCG base in St. John’s, Newfoundland (address below).

The specifications of the buoys are as follows:

NOMAD Specifications:

7 ton

Width 10.7’

Height 12.6’ Height on a double low trailer: 14.2’

3 m Discus Specifications:

3 ton

Width 11’

Height N/A Buoy is loaded on its side on a double low trailer so its height is also 11’, plus the height of the trailer.

The NOMAD and 3m discus buoys are classified as oversized, all other items listed above are within size limits for transport.

Other “miscellaneous items” requiring transport may include cast iron anchors, chain and a shipping containers as well as rope moorings contained in shipping boxes and smaller buoys.

The Contractor must have double drop or double low trailer available on short notice* for short or long haul moves.

The Contractor must have a truck available on short notice* for pulling the double low trailer.

The Contractor must have a tiltload truck available on short notice for moving shipping container or pulling NOMAD buoy on EC owned trailer.

**Short notice is defined as four (4) hours notice for short haul moves, i.e. within HRM or four (4) business days notice for long haul moves, i.e. between Bedford NS and St. John’s NL.*



4.0 Deliverables: Pick-up/Delivery Locations

Halifax Regional Municipality (HRM)

Environment Canada - Bedford
275 Rocky Lake Dr. Unit 8B
Bedford, Nova Scotia
B4A 2T3

Canadian Coast Guard Base- Dartmouth
27 Parker St
Dartmouth, Nova Scotia
B2Y 2W1

Canadian Coast Guard Base - BIO
Bedford Institute of Oceanography
1 Challenger Drive
Dartmouth, Nova Scotia
B2Y 4A2

Newfoundland
Canadian Coast Guard Base- St. John's
280 South Side Harbour Rd
St. John's, Newfoundland
A1C 5X1

4.1 Optional Delivery Locations:

Transport services may be requested to/from the following locations (or within 40km of these locations):

CCG Station Sydney, Nova Scotia

CCG Station Burgeo, Burgeo, Newfoundland

CCG Marine Communications and Traffic Services Centre, Port Aux Basques, Newfoundland

CCG Station Charlottetown, Charlottetown, Prince Edward Island

Various other ports of call located in Nova Scotia or Newfoundland, exact locations will be furnished when location is known.

5.0 Government Furnished Equipment: Materials to be shipped only.

6.0 Language of Work: English.



ANNEX “B”- BASIS OF PAYMENT

Rates quoted below are firm, all inclusive rates, including all vehicles, equipment, materials, labor, travel & living expenses, insurance, permits, tolls, ferry charges, fuel and fuel surcharges required to perform the work as described in Annex A – Statement of Work.

Period 1: January 1, 2015 up to and including March 31, 2015			
Description	Firm all inclusive rate (\$) (a)	Estimated Quantity (b)	Total (a x b=c)
Cost of one way move of any buoy within HRM		1	\$ _____
Cost of one way move of any buoy between HRM and St. John’s (or vice versa)		1	\$ _____
Cost of one way move of “miscellaneous items” within HRM		1	\$ _____
Cost of one way move of “miscellaneous items” between HRM and St. John’s (or vice versa)		1	\$ _____
		Sub-Total C	
Option Period 1: April 1, 2015 to March 31, 2016			
Description	Firm all inclusive rate (\$) (d)	Estimated Quantity (e)	Total (d x e=f)
Cost of one way move of any buoy within HRM		10	\$ _____
Cost of one way move of any buoy between HRM and St. John’s (or vice versa)		3	\$ _____
Cost of one way move of “miscellaneous items” within HRM		1	\$ _____
Cost of one way move of “miscellaneous items” between HRM and St. John’s (or vice versa)		1	\$ _____
		Sub-Total F	
Option Period 1: April 1, 2016 to March 31, 2017			
Description	Firm all inclusive rate (\$) (g)	Estimated Quantity (h)	Total (g x h=j)
Cost of one way move of any buoy within HRM		10	\$ _____
Cost of one way move of		3	\$ _____



any buoy between HRM and St. John's (or vice versa)			
Cost of one way move of "miscellaneous items" within HRM		1	\$ _____
Cost of one way move of "miscellaneous items" between HRM and St. John's (or vice versa)		1	\$ _____
		Sub-Total J	

Total (C + F+ J= K) \$ _____ (taxes not included)

Optional Services*:

Period 1: January 1, 2015 up to and including March 31, 2015			
Description	Firm all inclusive rate (\$) (L)	Estimated Quantity (M)	Total (L x M=N)
Cost of one way move of any buoy between HRM and Sydney (or vice versa)		1	\$ _____
Cost of one way move of any buoy between HRM and Charlottetown (or vice versa)		1	\$ _____
Cost of one way move of any buoy between HRM and Burgeo (or vice versa)		1	\$ _____
Cost of one way move of any buoy between HRM and Port aux Basques (or vice versa)		1	\$ _____
Cost of one way move of any buoy between Sydney and St. John's (or vice versa)		1	\$ _____
		Sub-Total N	
Period 1: April 1, 2015 up to and including March 31, 2016			
Description	Firm all inclusive rate (\$) (P)	Estimated Quantity (Q)	Total (P x Q=R)
Cost of one way move of any buoy between HRM and Sydney (or vice versa)		1	\$ _____
Cost of one way move of any buoy between HRM and Charlottetown (or vice versa)		1	\$ _____



versa)			
Cost of one way move of any buoy between HRM and Burgeo (or vice versa)		1	\$ _____
Cost of one way move of any buoy between HRM and Port aux Basques (or vice versa)		1	\$ _____
Cost of one way move of any buoy between Sydney and St. John's (or vice versa)		1	\$ _____
		Sub-Total R	
Period 2: April 1, 2016 up to and including March 31, 2017			
Description	Firm all inclusive rate (\$) (S)	Estimated Quantity (T)	Total (S x T=U)
Cost of one way move of any buoy between HRM and Sydney (or vice versa)		1	\$ _____
Cost of one way move of any buoy between HRM and Charlottetown (or vice versa)		1	\$ _____
Cost of one way move of any buoy between HRM and Burgeo (or vice versa)		1	\$ _____
Cost of one way move of any buoy between HRM and Port aux Basques (or vice versa)		1	\$ _____
Cost of one way move of any buoy between Sydney and St. John's (or vice versa)		1	\$ _____
		Sub-Total U	

Total – Optional Services* (N+R+U) = \$ _____ x 0.25 = ____ (V)

** It is not anticipated that all of these services will be required in a one year period. Therefore, for evaluation purposes, the total of the Optional Services is “weighted” by multiplying by 25%.*

Evaluated Total (K + V) =



ANNEX “C”
MANDATORY REQUIREMENTS AND EVALUATION CRITERIA

1. The Bidder must demonstrate in their bid that they are licensed to perform the services described in Annex A in the provinces of Nova Scotia, Newfoundland and Prince Edward Island.
2. The Bidder must demonstrate in their bid that they have a minimum of five (5) years' experience transporting oversize marine, construction and/or scientific equipment between provinces in Canada.
3. The Bidder must demonstrate in their bid that they have permits for moving oversized items in Nova Scotia, Newfoundland and Prince Edward Island.



ANNEX "D"

SECURITY REQUIREMENTS CHECK LIST

Refer to attachment.



ANNEX “E” INSURANCE REQUIREMENTS

E1. 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 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, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - 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.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - n. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
 - o. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
 - p. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
 - 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 acknowledgement of receipt.

For the province of Quebec, send to:
Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send 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.

E2. Automobile Liability Insurance

1. The Contractor must obtain Automobile 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.
2. The policy must include the following:
 - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - b. Accident Benefits - all jurisdictional statutes
 - c. Uninsured Motorist Protection
 - d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

E3. All Risk in Transit Insurance

1. The Contractor must obtain on the Government's Property, and maintain in force throughout the duration of the Contract, All Risk Property in Transit insurance coverage for all applicable conveyances while under its care, custody or control, in an amount of not less than \$ 500, 000.00 per shipment. Government Property must be insured on Agreed Value (appraisal) basis.
2. 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.
3. The All Risk Property in Transit insurance 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 any policy cancellation.
- b. Loss Payee: Canada as its interest appears or as it may direct.
- c. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Environment Canada and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

E4. Comprehensive Crime Insurance

1. The Contractor must obtain Comprehensive Crime (Fidelity) insurance on a Blanket basis, and maintain it in force throughout the duration of the Contract period, in an amount as listed below:
 - a. Insuring Agreement 1: Employee Dishonesty (Form A) in an amount of not less than \$ 50, 000.00 covering all employees of the Contractor. Such Fidelity Insurance must contain a "Third-Party Extension" or "Client Coverage" extending such coverage to Canada with respect to the risks associated with this agreement.
 - b. Agreement II/III: Money & Securities Loss Inside Premises/Outside Premises in an amount not less than \$\$ 50, 000.00;
2. The Comprehensive Crime insurance must include the following:
 - a. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - b. Loss Payee: Canada as its interest may appear or as it may direct.