

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Réception des soumissions - TPSGC / Bid  
Receiving - PWGSC  
1550, Avenue d'Estimauville  
1550, D'Estimauville Avenue  
Québec  
Québec  
G1J 0C7

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

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

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

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

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

**Comments - Commentaires**

<b>Title - Sujet</b> PC - MARINE PROPULSIVE SYSTEM	
<b>Solicitation No. - N° de l'invitation</b> 5P212-140452/A	<b>Date</b> 2014-10-21
<b>Client Reference No. - N° de référence du client</b> 5P212-140452	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$QCL-036-16155	
<b>File No. - N° de dossier</b> QCL-4-37182 (036)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2014-12-01</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Heure Normale du l'Est HNE
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Gagnon, Mathieu	<b>Buyer Id - Id de l'acheteur</b> qcl036
<b>Telephone No. - N° de téléphone</b> (418) 649-2883 ( )	<b>FAX No. - N° de FAX</b> (418) 648-2209
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> POMERLEAU LES BATEAUX RIVIÈRE-DU-LOUP RIVIÈRE-DU-LOUP Québec G0T2A0 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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

**Issuing Office - Bureau de distribution**  
TPSGC/PWGSC  
601-1550, Avenue d'Estimauville  
Québec  
Québec  
G1J 0C7

Solicitation No. - N° de l'invitation

5P212-140452/A

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

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File No. - N° du dossier

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Buyer ID - Id de l'acheteur

qc1036

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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 Requirement, the Basis of Payment, the Insurance Requirements, the Photos of current installation and the Wharfs plans

### **2. Summary**

Overall, the requirement is to provide and install (replacement) two (2) new diesel engines, model Volvo D6-330 or equivalent on an aluminum hull 36 feet boat owned by Parks Canada, including lower units (leg), transmissions, heat exchangers, propellers, control boxes, wiring, exhaust, power steering assemblies, oils, lubricants and other materials required for their installation and functioning. The work also includes the connection of the existing hydraulic system and the dismantling of existing engines and all related equipment to be replaced.

Equipment must be delivered, installed and tested no later than February 27<sup>th</sup>, 2014.

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA) and the 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.

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## 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 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### 2. Submission of Bids

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

### 3. Enquiries - Bid Solicitation

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

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

### 4. Applicable Laws

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

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.

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**5. Bidders' Conference (Not mandatory)**

A bidders' Conference chaired by the Contracting Authority will be convened at the Quality Inn located at 61 Cartier Boulevard, Rivière-du-Loup, G5R 5Z3 at 1:00 pm on November 12<sup>th</sup> 2014.

It is recommended that the Bidder or a representative of the Bidder attend the Bidders' Conference in order to review the Scope of the Work required and to receive additional information and clarifications. Bidders are to communicate with the Contracting Authority prior to the conference to confirm attendance. Bidders that do not attend are not precluded from submitting a bid. Bidders are to provide the Contracting Authority with the names of their representatives no later than two days prior to the conference. The Contracting Authority will have an attendance form which is to be signed by the Bidder's representative(s) in attendance. Bidders are advised that any clarifications or changes resulting from the Bidder's conference and/or the subsequent viewing of the boat shall be included as an amendment to the bid solicitation document.

**6. Boat Viewing (Not mandatory)**

A boat visit will be held immediately after the bidders' Conference. The boat will be winterized at 84 Cartier Boulevard, Rivière-du-Loup, QC, G5R 2M9.

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## 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 copies)
- Section III:      Certifications (1 hard copies)

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 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.

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

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QCL-4-37182

Buyer ID - Id de l'acheteur  
qcl036  
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**Section II: Financial Bid**

- 1.1** Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B".  
The total amount of Applicable Taxes must be shown separately.
- 1.2 Exchange Rate Fluctuation**  
C3011T (2013-11-06), Exchange Rate Fluctuation

**Section III: Certifications**

Bidders must submit the certifications required under Part 5.



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## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

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

#### 1.1 Technical Evaluation

Mandatory technical criteria and point rated technical criteria are included in Table 1 below. The mandatory technical criteria and point rated technical criteria will be evaluated from the similar projects.

Similar projects means:

A project to replace a complete diesel marine propulsion system with a value of \$ 75,000.00 (CAD) or more.

For each similar project, bidders must provide **at least** the following information:

- **Title of the project;**
- **Project Value;**
- **Characteristics of the replaced propulsive system;**
- **Project description and the final result;**
- **Name of the user/customer, including name, telephone number and email of a contact person who can confirm the information;**
- **Exact dates of the project (month and year of start and end / delivery).**

**If the information provided is not sufficient to confirm the relevance of the project achieved in relation to the above requirements, the bid may be declared non-responsive.**

A verification with the user of the project in reference to attest the accuracy of the information could be made. If the user is not available or refute the information provided by the bidder, the bid will be declared non-responsive.

Detail description of the proposed propulsion system means:

The following list of the major components to be replaced:

- **Make and model (including data sheet) of new diesel engines;**
- **Make and model (including data sheet) of new engines leg;**
- **Make and model (including data sheet) of new diesel transmissions;**
- **Make and model (including data sheet) of new heat exchangers;**
- **Make and model (including data sheet) of new propellers;**
- **Make and model (including data sheet) of new control boxes;**
- **Make and model (including data sheet) of new exhausts;**
- **Make and model (including data sheet) of new sets of power steering**

**If the information provided is not sufficient to confirm the relevance of the proposed propulsion system, the bid could be declared non-responsive.**

**Table 1: Evaluation criteria - Mandatory and point-rated technical criteria**

<b>Evaluation Criteria</b>	<b>Mandatory Criteria</b>	<b>Point Rated Criteria</b>
<b>1- Relevant business experience</b>	The firm must have completed at least 1 similar project in the past 3 years.	<p>The company has completed <b>1 similar project</b> in the <b>last 3 years = 1 point</b></p> <p>The company has completed <b>2 similar projects</b> in the <b>last 3 years = 3 points</b></p> <p>The company has completed <b>3 similar projects</b> in the <b>last 3 years = 5 points</b></p>
<b>2- Experience of the Marine propulsive system Designer / Integrator</b>	Must have completed a minimum of 1 similar project as a Marine propulsive system Designer / Integrator during the last 3 years.	<p>Has completed <b>1 similar project</b> as a Marine propulsive system Designer / Integrator during the <b>last 3 years = 5 points</b></p> <p>Has completed <b>2 similar projects</b> as a Marine propulsive system Designer / Integrator during the <b>last 3 years = 10 points</b></p> <p>Has completed <b>3 similar projects, or more,</b> as a Marine propulsive system Designer / Integrator during the <b>last 3 years = 15 points</b></p>
<b>3- Experience of the Senior Commissioning / Installer Technician</b>	Must have completed a minimum of 1 similar project as a Commissioning / Installer Technician during the last 3 years.	<p>Has completed <b>1 similar project</b> as a Commissioning / Installer Technician during the <b>last 3 years = 5 points</b></p> <p>Has completed <b>2 similar projects</b> as a Commissioning / Installer Technician during the <b>last 3 years = 10 points</b></p> <p>Has completed <b>3 similar projects, or more,</b> as a Commissioning / Installer Technician during the <b>last 3 years = 15 points</b></p>
<b>4- Understanding of the technical requirement</b>	Must provide a detailed description of the proposed propulsive system, including data sheets of the major components.	Has provided <b>all the technical data sheets</b> of the major components = <b>15 points</b>

## 1.2 Financial Evaluation

- Bidders must submit firm prices, Canadian customs duties and excise taxes included, and Goods and Services Tax (GST) or Quebec Sales Tax (QST) excluded.
- Bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date will be applied as a conversion factor to the bids submitted in foreign currency.
- Bidders must provide prices DDP (Incoterm 2000). Bids will be assessed on a DDP (Incoterm 2000) basis.
- The total bid price evaluation price will be the price for item 1 + the price for item 2 + the price of item 3 available at Annex B - Basis of Payment.

### 1.3 Mandatory Criteria

Bids will be assessed in accordance with the entire requirement of the bid solicitation including compliance with the mandatory certifications and table of deliverable requirements as detailed in Parts 2, 4, 5 & 6. Only those bids which are found to meet all the mandatory requirements within the specified time frames will be deemed responsive.

### 1.4 Table of Mandatory Requirements to be met by bid closing

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

Item	Description	Completed and attached
1	Bidding Document, Part 1, page 1 completed and signed;	
2	Annex B – Basis of payment completed	
3	Manufacturer Certificate for installation and maintenance of proposed engines	
4	Curriculum vitae of the Senior Commissioning / Installer Technician.	

### 1.5 Produits livrables après l'attribution du contrat

Élément	Description	Must be supplied after contract award within
1	Work schedule, as per clause 4.2, Part 7	3 civil days

## 2. Basis of Selection

2.1 To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all mandatory criteria;

2.2 Bids not meeting (a) and (b) will be declared non-responsive.

2.3 The evaluation will be based on the highest responsive combined rating of technical merit and price. The ratio will be 50% for the technical merit and 50% for the price.

2.4 To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained/maximum number of points available multiplied by the ratio of 50%.

2.5 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 50%.

2.6 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

2.7 Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

### Example:

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 50/50 ratio of technical merit and price, respectively. The total available points equals 40 and the lowest evaluated price is \$55,000.00.

Basis of Selection - Highest Combined Rating Technical Merit (50%) and Price (50%).

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		35/35	30/35	24/35
Bid Evaluated Price		82,000	62,500	55,000
Calculations	Technical Merit Score	$40/40 \times 50 = 50$	$35/40 \times 50 = 43.75$	$28/40 \times 50 = 35$
	Pricing Score	$55/82 \times 50 = 33.54$	$55/62.5 \times 50 = 44.35$	$55/55 \times 50 = 50$
Combined Rating		83.54	88.1	85.0
Overall Rating		3rd	1st	2nd

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## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid nonresponsive 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 award of a contract. The Contracting Authority will have the right to ask for additional information to verify the bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

### 1. Mandatory 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 (2014-09-25) 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](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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of contract award.

### 2. Additional Certifications Precedent to Contract Award

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

#### 2.1 Diesel engines Builder's Certificate

Installation and maintenance certificate from the proposed engines Manufacturer.

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## **PART 6 - REQUIREMENTS**

### **1. 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 in 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.

### **2. Work Schedule and Reports**

Three (3) days after Contract award, Bidder must submit to Canada one (1) copy of its preliminary production work schedule. This schedule is to show the commencement and completion dates for the Work in the available work period, including realistic target dates for significant events. This schedule will be reviewed with the successful Bidder at the Pre-Refit Meeting.

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## PART 7 - RESULTING CONTRACT CLAUSES

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

### 1. Requirement

The Contractor must provide a Mobile Loading Bridge in accordance with the Requirement at Annex "A".

### 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)(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>)

#### 2.1 General Conditions

2010A (2014-09-25), General Conditions – Goods (Medium complexity), apply to and form part of the Contract.

#### 2.2 Supplemental General Conditions

4001 (2013-01-28), Supplemental General Conditions - Hardware Purchase, Lease and Maintenance apply to and form part of the Contract.

B3000T (2006-06-16) Equivalent Products, apply to and form part of the Contract.

### 3. Security Requirement

There is no security requirement applicable to this Contract.

### 4. Term of Contract

#### 4.1 Delivery Date

All the deliverables must be received and installed no later than February 27<sup>th</sup> 2015.

#### 4.2 Work schedule and Reports

No later than **three (3) calendar 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.

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## 5. Authorities

### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Mathieu Gagnon  
Title: Supply Chief (Marine)  
Organization: Public Works and Government Services Canada  
Supply and Compensation Directorate, Québec Region

Telephone: 418-649-2883  
Facsimile: 418-648-2209  
E-mail address: mathieu.gagnon@tpsgc-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.

### 5.2 Project Authority (will be completed at contract award)

The Project Manager for the Contract is:

Name: Dany Gagnon  
Title: Project Leader  
Organization: Public Works and Government Services Canada, Rimouski, Qc

Telephone: 418-235-4703 extension 227  
Facsimile: 418-235-4686  
E-mail address: dany.gagnon@pc.gc.ca

The Project Manager 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 (will be completed at contract award)

The Contractor's representative is:

Name: \_\_\_\_\_  
Title : \_\_\_\_\_  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
E-mail address: \_\_\_\_\_



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#### 5.4 Administrative Authority (will be completed at contract award)

For all information related to invoicing and/or payments you may communicate with:

Name: \_\_\_\_\_  
Title : \_\_\_\_\_  
Telephone : \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

#### 6. Payment

##### 6.1 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. Customs duties are included and Applicable Taxes are extra.

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

##### 6.2 Single Payment

*SACC Manual* clause H1000C (2008-05-12) Single Payment

#### 7. Invoicing Instructions

##### 7.1 Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed and before receiving confirmation of acceptance of the work by the Technical Authority.

##### 7.2 Invoicing

Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded (will be completed at contract award)

\_\_\_\_\_  
Financial and Administrative Manager  
182, de l'Eglise Street  
Tadoussac (Quebec) G0T 2A0

- (b) On request, one (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

---

### 7.3 Performance Warranty Holdback

A performance warranty holdback of 15% of the total contract price as last amended (applicable taxes excluded) will be applied to the final claim for payment. This holdback will be payable by Canada upon acceptance of sea trail to be held no later than June 1<sup>st</sup> 2015. Applicable taxes are to be calculated and paid on the total amount of the claim before the 15% holdback is applied. At the time that the holdback is released, there will be no applicable taxes payable, as it was included in previous payments.

This holdbacks does not affect the contractual warranty clause of the General Conditions 2010A (2014-09-25), General Conditions – Goods (Medium complexity).

## 8. Certifications

### 8.1 Compliance

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## 9. Applicable Laws

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

## 10. 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 supplemental general conditions 4001 (2013-01-28) Hardware Purchase, Lease and Maintenance;
- (c) the general conditions 2010A (2014-09-25) General Conditions - Higher Complexity - Goods;
- (d) Annex A, Requirement;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Insurance Requirements
- (g) Annex D, Photos of current installation
- (h) Annex E, Wharfs plans
- (i) the Contractor's bid dated \_\_\_\_\_,

## 11. SACC Manual clause

B1501C (2006-06-16), Electrical Equipment  
B7500C (2006-06-16), Excess Goods

## 12. Foreign Nationals (Canadian Contractor)

SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

OR

## 12. Foreign Nationals (Foreign Contractor)

SACC Manual clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)

## 13. 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.

## 14. Hardware

(a) With respect to the provisions of Supplemental General Conditions 4001:

Part III of 4001 applies to the Contract (Additional Conditions: Purchase)	Yes
Part IV of 4001 applies to the Contract (Additional Conditions: Lease)	No
Part V of 4001 applies to the Contract (Additional Conditions: Maintenance)	Yes
Delivery Location	84 Cartier Boulevard, Riviere-du-Loup, QC, G5R 2M9
Installation Site	To be determined by the Contractor
Delivery Date	No later than February 27 <sup>th</sup> 2014
Contractor must deliver Hardware Documentation	Yes
Hardware Documentation must include maintenance documentation	Yes
Language of Hardware Documentation	<i>The Hardware Documentation must be delivered in one of English or French. If the documentation is available in the other of the two official languages of Canada, the Contractor must deliver the documentation in both English and French.</i>
Contractor must Install Hardware at time of Delivery	Yes
Class of Maintenance Service	- On-Site Maintenance Service
Toll-free Telephone Number for Maintenance Service	[to be completed with information from the Contractor at the time of award]
Website for Maintenance Service	[to be completed with information from the Contractor at the time of award]

Solicitation No. - N° de l'invitation  
5P212-140452/A  
Client Ref. No. - N° de réf. du client  
5P212-140452

Amd. No. - N° de la modif.  
File No. - N° du dossier  
QCL-4-37182

Buyer ID - Id de l'acheteur  
qcl036  
CCC No./N° CCC - FMS No/ N° VME

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### **ANNEX A - REQUIREMENT**

See document named: " Marine Propulsive System Replacement " and annexed pictures and drawings.

Solicitation No. - N° de l'invitation  
5P212-140452/A  
Client Ref. No. - N° de réf. du client  
5P212-140452

Amd. No. - N° de la modif.  
File No. - N° du dossier  
QCL-4-37182

Buyer ID - Id de l'acheteur  
qcl036  
CCC No./N° CCC - FMS No/ N° VME

## **ANNEX B**

### **BASIS OF PAYMENT**

Provide and deliver at the winterization Site at 84 Cartier Boulevard, Rivière-du-Loup, QC, G5R 2M9, the following items:

<b>Items</b>	<b>Description</b>	<b>Qty.</b>	<b>Firm Unit Price (GST and QST extra)</b>	<b>Currency (ex.: CAD, USD, EURO, etc.)</b>
1	Supply of two diesel engines model Volvo D6-330 or similar, including the lower units (feet), transmissions, heat exchangers, propellers, control boxes, wiring, exhaust, power steering assemblies, oils, lubricants and other materials needed for the installation of the engines and their operation.	1	\$ _____	_____
2	Dismantling of existing equipment related to the work described in annex A.	1	\$ _____	_____
3	Installation of new equipment as described in annex A.	1	\$ _____	_____
Total "DDP Delivered Duty Paid" (Incoterms 2000) at the winterization Site at 84 Cartier Boulevard, Rivière-du-Loup, (Québec) :  <b>(Price for item 1 + Price for item 2 + Price for item 3 = Total Price) (Bid Evaluated Price)</b>			\$ _____	_____

---

## **ANNEX C** **INSURANCE REQUIREMENTS**

### **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 \$5,000,000 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. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- n. 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.

## **INSTRUCTIONS**

### **Replacement of the marine propulsion system Saguenay–Saint-Laurent Administrative Unit**

#### **CONTEXT**

The Saguenay–Saint-Laurent Administrative Unit is the owner of a 36-foot aluminum hull boat. The boat is used for scientific research and patrolling the Saguenay–Saint-Laurent Marine Park (SSLMP). The boat's existing engines are inadequate and must be replaced by more powerful models.

#### **DELIVERABLES**

The boat is currently equipped with two Volvo diesel engines, model KAD-44, and DuoProp 290 drives. The contract entails removal of the existing equipment, supply and installation of two new Volvo diesel engines, model D6-330, or two engines of equivalent brand and model, including drives, transmissions, heat exchangers, propellers, control units, cables, exhausts, power steering assemblies, oils, lubricants, and any other materials needed for installation and operation of the engines. The contract also comprises the removal of existing parts and engines. The work must include connection of the existing hydraulic system to the new engines.

Existing engines exhibit problems with overheating. The performance of the boat with the new engines must enable us to achieve a speed of 20 knots for a continuous period of 3 hours without overheating.

During installation of the new engines, special attention must be given to ensure that there are no vibrations during operation. To comply with this clause, the installer must use the appropriate method, for example, by considering the use of structural reinforcements and resilient supports.

The new exhaust systems must be installed in such a way that the noise level of the new engines is equal to or less than that of the existing engines. Decibel measurements must be taken by the installer on the old engines and on the new engines in order to confirm compliance with this requirement. The exhausts must be equipped with an antivibration system so no vibrations are transmitted when the engines are in operation or when operating the boat.



## **CONTRACT DURATION**

The work must be completed by February 27, 2015, at the latest.

## **PARTICULAR TERMS AND CONDITIONS**

The contractor will be responsible for transporting the boat from its winter storage location at 84, Boulevard Cartier in Rivière-du-Loup, to the contractor's facility and then from its facility to Rivière-du-Loup once the engines have been installed.

In its bid, the contractor must take into account all the parts and materials needed for the installation of the new engines and their operation.

The contractor must provide workshop drawings and cutaway drawings showing that the new engines can be installed in the existing engine compartment without having to modify this compartment before purchasing the engines.

The contractor must provide a certificate for the disposal of environmental waste.

The old engines and all parts (drives, propellers, transmissions, etc.) shall remain the property of Parks Canada.

The contractor shall have access to all SSLMP documentation available on this project. The contractor shall be responsible for all documents and materials with which it is supplied as part of the contract. In the event of damage or loss, the contractor is responsible for all replacement or repair expenses.

The place of work, material costs, boat transport expenses, travel expenses, and all other expenses incurred in fulfillment of the contract are entirely the responsibility of the contractor.

Documentation must comply with professional standards with respect to the form, presentation, and terminology employed. The quality of the French and the presentation must also comply with professional standards.

All documentation lent to the company by the marine park task force for this contract shall remain the property of SSLMP and must be returned to the marine park project manager when the work has been completed.

## **OVERSIGHT**

Oversight of the work shall be carried out by the Asset Management department of the Saguenay–Saint-Laurent administrative unit.

**Any modification, inaccuracy, or error with respect to the present work instructions and other documents supplied, must be communicated by telephone to the contracting authority and confirmed by letter if they have an effect on cost.**

Following consultations, the contractor shall consider any verbal or written instruction that does not expand the scope of work but improves the final product to be an integral part of the contract.

- deck and  
 - bulkhead  
 - paint  
 - glass  
 - hauler  
 - info  
 - console  
 - plus

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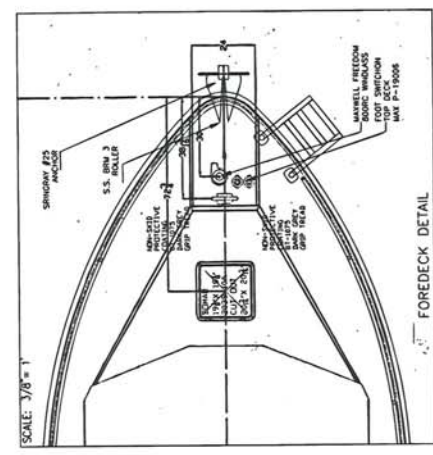
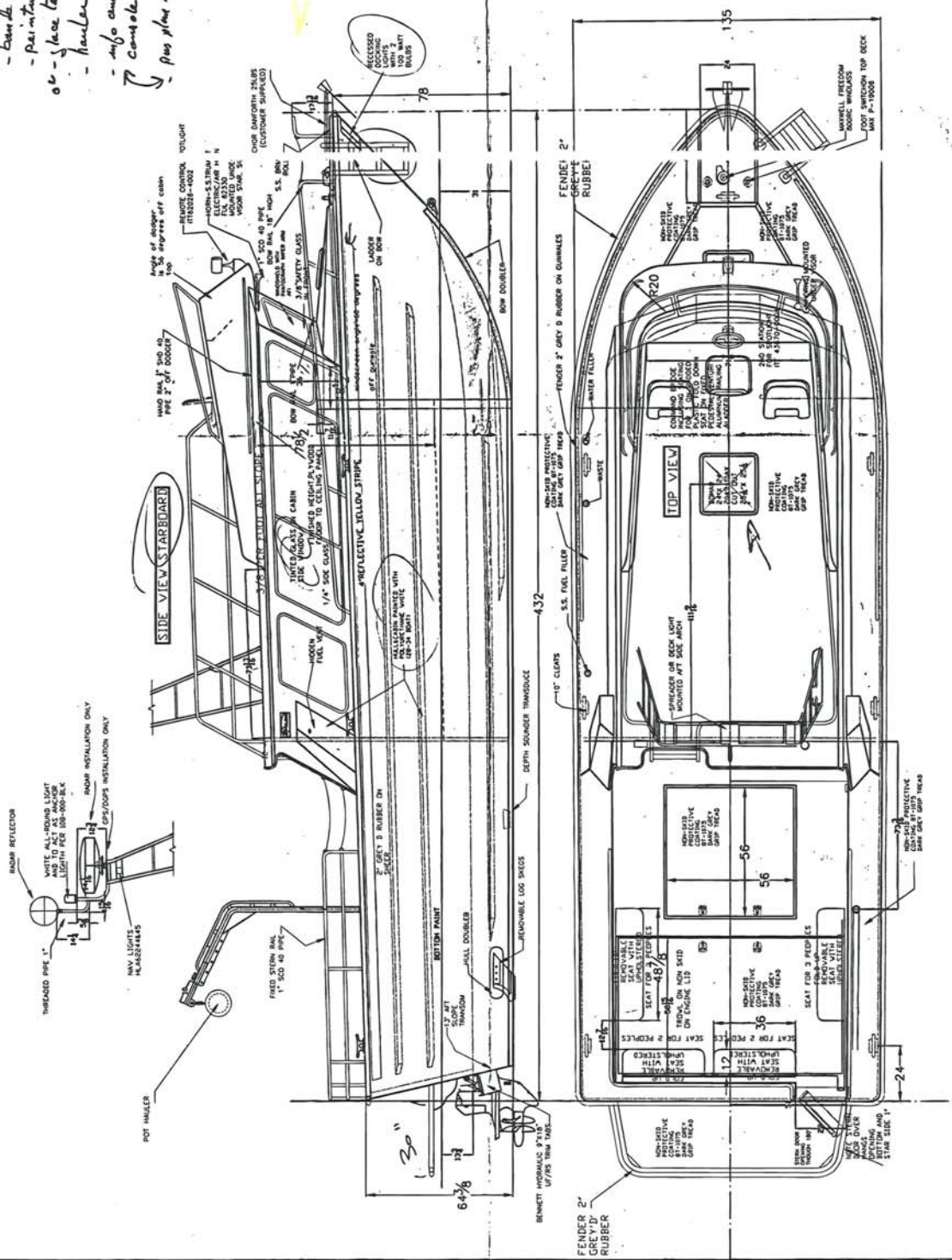
PROJECT

36 MULTI-TASK PATROL BOAT  
 Department of Public Works  
 and Government Services  
 FILE DWG BOATS 36  
 CLIENT: HULL # 3305  
 DRAWING NUMBER: 36.250203R2

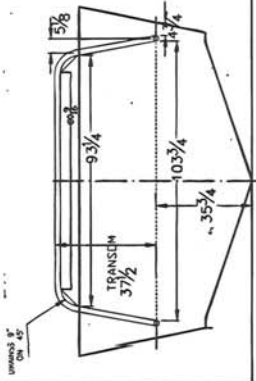
PARTIULARS  
 LENGTH - HULL 36'  
 BEAM (MLD) 11'  
 TWIN KAD44 260 HP

REV: 1/8" 1" DATE: AUG 26/03  
 DESIGNED: STEVE 25/03/02  
 DRAWN: GIDV 25/03/02

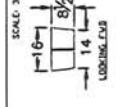
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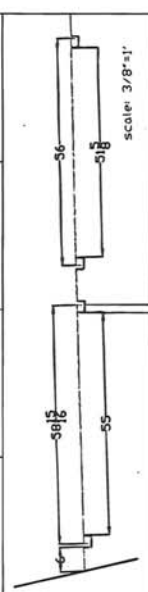
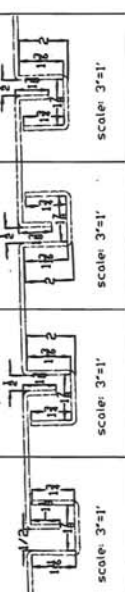




SVIN GRID  
LOOKING FROM AFT



DOCK LIGHTS DETAIL



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**PROJECT**  
36' MULTI-TASK PATROL BOAT  
Department of Public Works  
and Government Services

**FILE/DWG BOATS 36**  
REV 1305  
DRAWING NUMBER  
36250203R2

**CLIENT:**  
HULL # 3305  
SCALE: 3/8"=1'  
DESIGNED: STEVE [illegible]  
DRAWN: GIDV [illegible]

**DATE:**  
AUG 26/03

**PARTICULARS**  
LENGTH - HULL 36'  
BEAM (MLD) 11'  
TWIN KAD44 260 HP

**NO.**  
2

**SCALE:** 9/16"=1'

**SCALE:** 3/8"=1'

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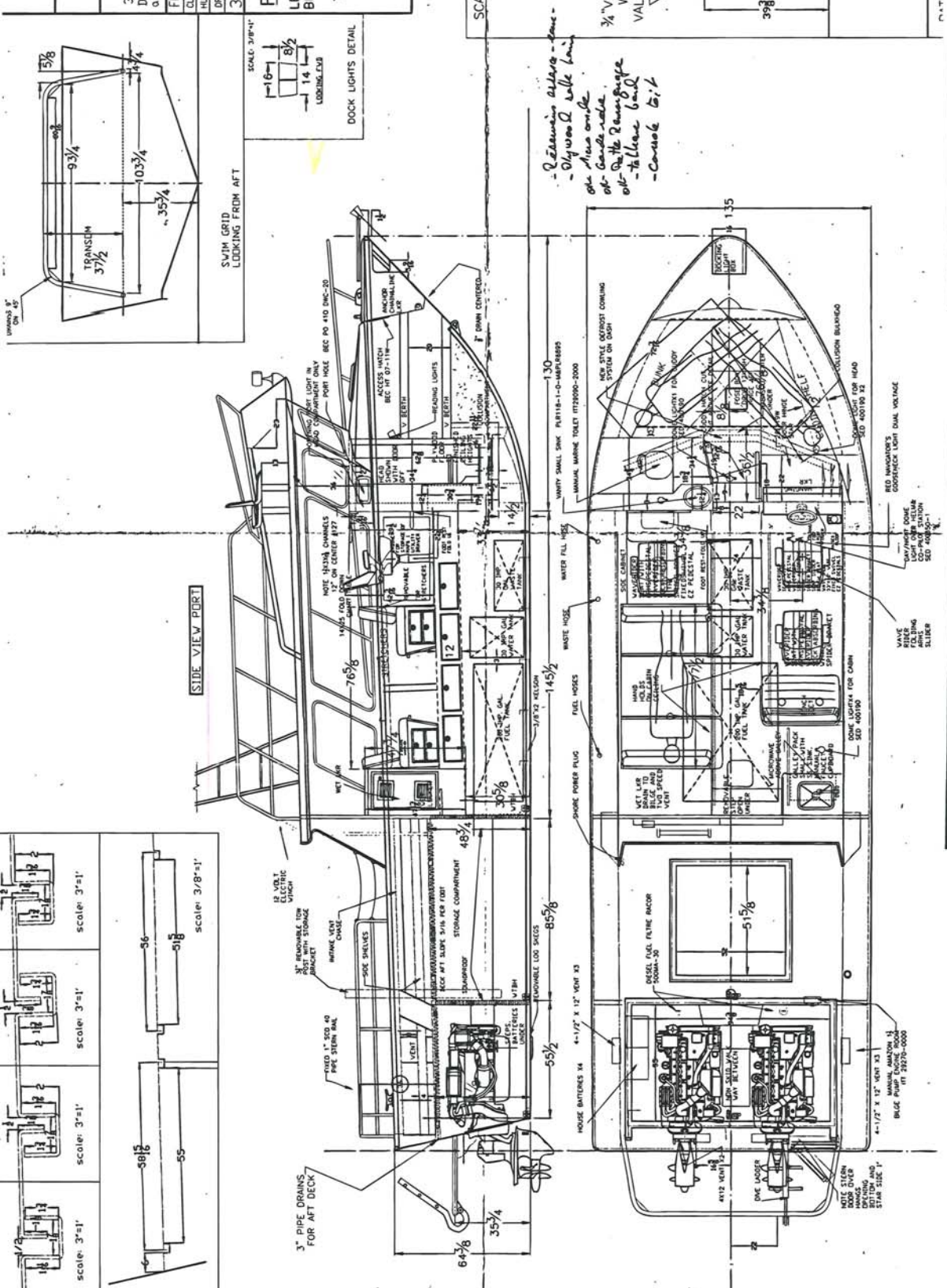
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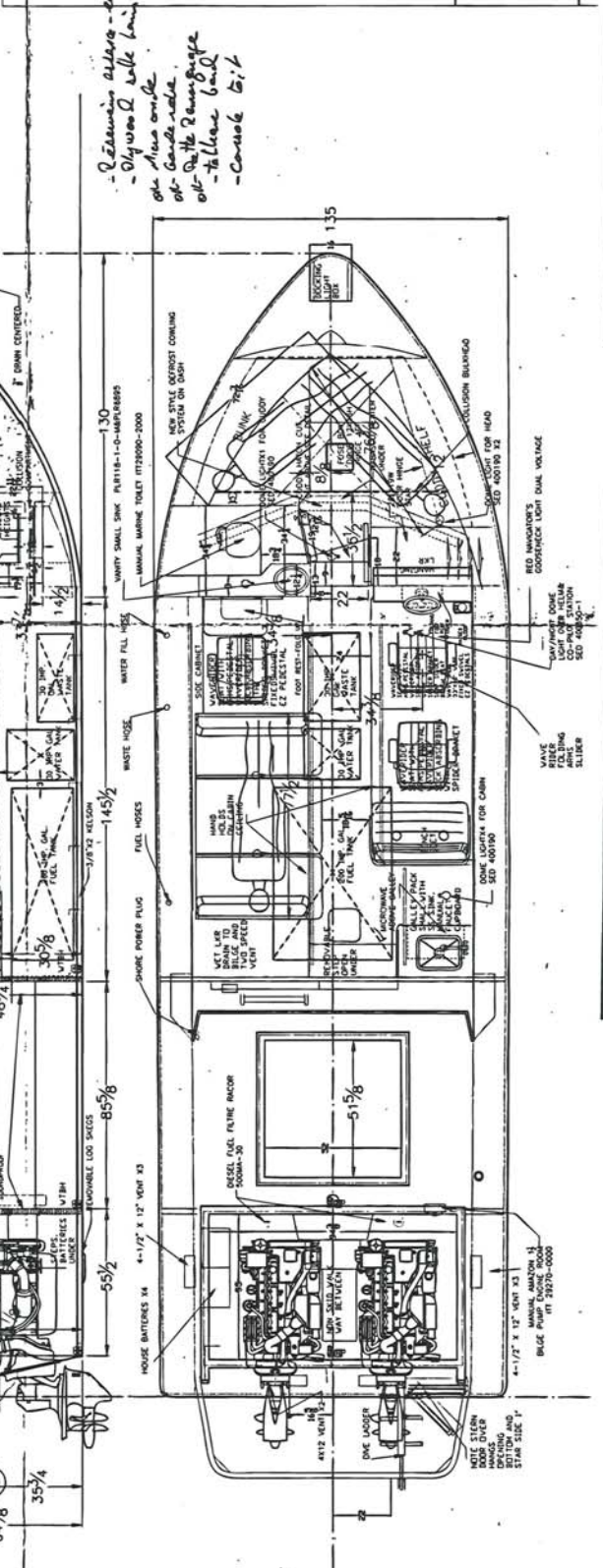
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**SCALE:** 3/8"=1'



SCALE: 9/16"=1'

*Remaining access - done -  
- 1/2" wood 2" x 4" x 1/2" -  
on the outside  
of the 2" x 4" x 1/2" -  
- 1/2" wood 2" x 4" x 1/2" -  
- 1/2" wood 2" x 4" x 1/2" -*



PARTICULAR DETAIL







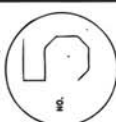
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**PROJECT**

36' MULTI-TASK PATROL BOAT  
Department of Public Works  
and Government Services

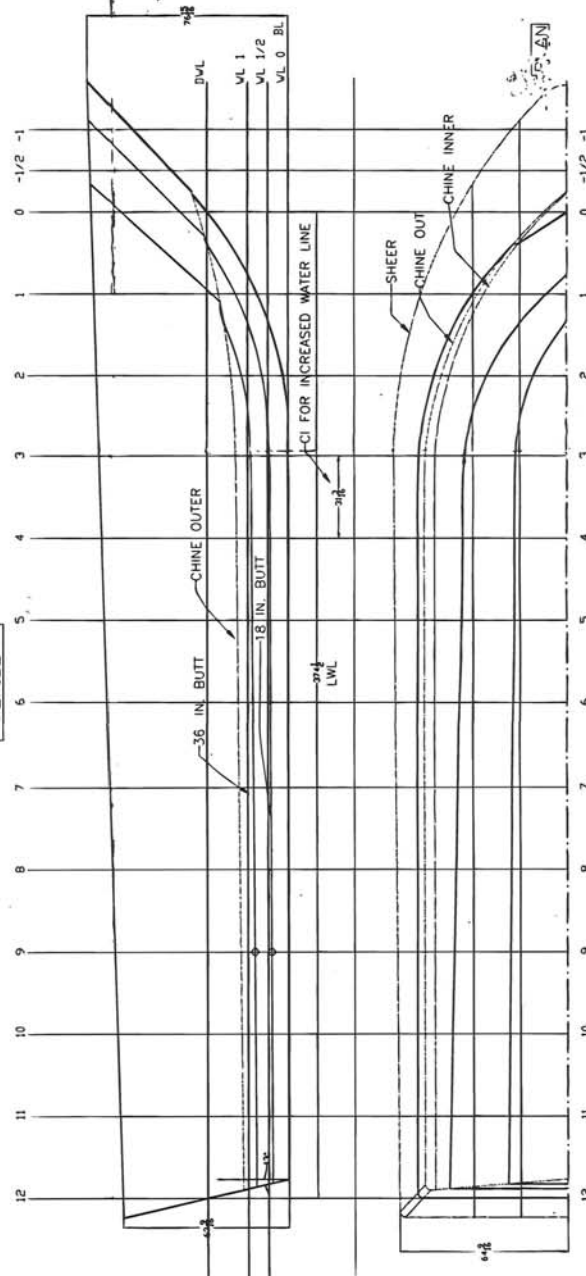
FILE: DWG BOATS 36	REV. 1	DATE
CUSTOMER	SCALE: 3/8"=1'	DESIGNED: STEVE [initials]
DRAWING NUMBER		DRAWN: GIDV
36250203R2		15/03/02



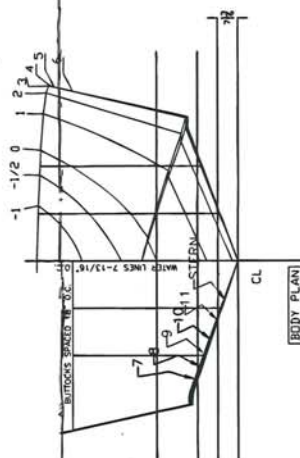
**PARTICULARS**

LENGTH - HULL 36'  
BEAM (MLD) 11'3"  
TWIN KAD44 260 HP

**PROFILE**



**BODY PLAN**



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**PROJECT**  
 36' MULTI-TASK PATROL BOAT  
 Department of Public Works  
 and Government Services

**FILE/DWG BOATS 36**  
 REV. DATE  
 HULL # 3305 DESIGNED/STEVE BOYD/02  
 DRAWING GUDV BOYD/02  
 36250203R2

**PARTICULARS**  
 LENGTH - HULL 36'  
 BEAM (MLD) 11'  
 TWIN KAD44 260 HP

