

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

INVITATION TO TENDER
APPEL D'OFFRES

Tender To: Public Works and Government Services
Canada

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

Soumission aux: Travaux Publics et Services
Gouvernementaux Canada

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

Comments - Commentaires

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

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

Title - Sujet Steel Catamaran Breakwater	
Solicitation No. - N° de l'invitation F1571-155006/A	Date 2015-06-15
Client Reference No. - N° de référence du client F1571-155006	GETS Ref. No. - N° de réf. de SEAG PW-\$XLV-211-6752
File No. - N° de dossier XLV-5-38030 (211)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-07-27	
Time Zone Fuseau horaire Pacific Daylight Saving Time PDT	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Buchan, Torrey	Buyer Id - Id de l'acheteur xlv211
Telephone No. - N° de téléphone (250) 363-3249 ()	FAX No. - N° de FAX (250) 363-3960
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: FISHERIES AND OCEANS CANADA SEE HEREIN	

Instructions: See Herein

Instructions: Voir aux présentes

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

Solicitation No. - N° de l'invitation

F1571-155006/A

Amd. No. - N° de la modif.

File No. - N° du dossier

XLV-5-38030

Buyer ID - Id de l'acheteur

xlv211

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

F1571-155006

CCC No./N° CCC - FMS No/ N° VME

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PART 1 - GENERAL INFORMATION

1.1 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, and the Basis of Payment, and any other annexes.

1.2 Summary

The Department of Fisheries and Oceans, Small Craft Harbours, has a requirement for the fabrication and delivery of seven (7), single layer, steel catamaran breakwaters, to Fairview Small Craft Harbours in Prince Rupert, British Columbia. The requirement contains an option to acquire an additional two (2) units.

All the deliverables must be received on or before March 31, 2016.

Bidders must provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2003.

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

1.3 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

2.1 Standard Instructions, Clauses and Conditions

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

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

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

2.2 Submission of Bids

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

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) 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.

2.4 Applicable Laws

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

- Section I: Technical Bid - Two hard copies and one soft copy on USB flash drive;
Section II: Financial Bid - One hard copy and one soft copy on USB flash drive;
Section III: Certifications - One hard copy and one soft copy on USB flash drive;
* The soft copies for all sections should be provided on a single USB flash drive.

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

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

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

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

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

3.1.1 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.

3.1.2 Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet at Annex I. The total amount of Applicable Taxes must be shown separately.

3.1.2.1 Exchange Rate Fluctuation

SACC Manual clause C3011T (2013-11-06), Exchange Rate Fluctuation

3.1.3 Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Financial Evaluation

SACC Manual clause A0220T (2014-06-26), Evaluation of Price

4.2 Basis of Selection

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

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and 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.

5.1 Certifications Required Precedent to Contract Award

5.1.1 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.

5.1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](#)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [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.

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

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

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Financial Capability

SACC Manual clause A9033T (2012-07-16), Financial Capability

6.2 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.

6.3 Contract Financial Security

1. If the bid is accepted, the Bidder must provide the following contract financial security within 10 calendar days after the date of contract award:

a labour and material payment bond form [PWGSC-TPSGC 506](#) in the amount of fifty (50) percent of the Contract Price.

Any bond must be accepted as security by one of the bonding companies listed in [Treasury Board Contracting Policy, Appendix L](#), Acceptable Bonding Companies.

2. If Canada does not receive the required financial security within the specified period, Canada may terminate the Contract for default pursuant to the Contract default provision.

6.4 Workers' Compensation – Letter of Good Standing

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

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

6.5 Welding Certification

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

- a. CSA W47.1-09 (R2014), Certification of Companies for Fusion Welding of Steel (minimum division level 2.1).

Before contract award and within **twenty-four hours** of the written request by the Contracting Authority, the successful Bidder must submit evidence demonstrating its (or its subcontractor's) certification to the welding standards.

6.6 Valid Labour Agreement

If the Bidder has a labour agreement, or other suitable instrument, in place with its unionized labour or workforce, it must be valid for the proposed period of any resulting contract. Before contract award and within **twenty-four hours** of the written request by the Contracting Authority, the Bidder must provide evidence of that agreement.

6.7 List of Proposed Sub-contractors

As part of their Technical Bid, Bidders must submit a completed Annex L, Subcontractor List.

If the bid includes the use of subcontractors, the bidder must submit a completed Annex L, Subcontractor List, which includes a description of the things to be purchased, a description of the work to be performed by specification section and the location of the performance of that work. The list should not include the purchase of off-the-shelf items, software and such standard articles and materials as are ordinarily produced by manufacturers in the normal course of business, or the provision of such incidental services as might ordinarily be subcontracted in performing the Work, i.e. subcontract work valued at less than \$1,000.00.

6.8 Preliminary Project Schedule

6.8.1 As part of their technical bid, the Bidder must submit their preliminary project schedule, in MS Project, MS Excel format, or equivalent. The project schedule must include the Bidder's work breakdown structure, the scheduling of main activities and milestone events, and any potential problem areas involved in completing the Work.

6.8.2 For the bidders scheduling purposes only, assume the contract will be awarded on **August 10, 2015**.

6.9 ISO 9001:2008 – Quality Management Systems

Before contract award and within **twenty-four hours** of the written request by the Contracting Authority, the Bidder must provide its current ISO Registration Documentation indicating its registration to ISO 9001:2008.

Documentation and procedures of bidders not registered to the ISO standards may be subject to a Quality System Evaluation (QSE) by the Inspection Authority or designate before award of a contract.

6.10 Contractor's Quality Management System

1. As part of their technical bid, the Bidder must provide objective evidence that it has a Quality Assurance Program, which must be in place during the performance of the Work, and which addresses the quality control elements below.
2. The objective evidence may be in the form of a copy of the Bidder's Quality Assurance Manual which addresses these elements.
3. The Bidder must also provide a minimum of two (2) samples of completed quality records used on the most recent marine vessel construction at its facility.
4. The quality control elements must include, as a minimum:

Management Representative
Quality Assurance Manual
Quality Assurance Program Descriptions
Quality Reporting Organization
Documentation
Measuring and Testing Equipment
Procurement
Inspection and Test Plan
Incoming Inspection
In-Process Inspection
Final Inspection
Special Processes
Quality Records
Non Conformance Corrective Action

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1. Bidders' facilities may be audited by Canada, or its authorized representative, prior to award of contract to ensure that a system is in place in accordance with the foregoing requirement.

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Requirement

The Contractor must provide the items detailed under the "Requirement" at Annex A.

7.1.1 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire up to two (2) additional *Breakwater Pontoon* as described at *Annex A* of the Contract under the same conditions and at the prices and/or rates stated in Annex B 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.

The Contracting Authority may exercise the option within 12 months after contract award by sending a written notice to the Contractor.

7.2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions 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>) issued by Public Works and Government Services Canada.

7.2.1 General Conditions

2030 (2014-06-26), General Conditions - Higher Complexity - Goods, and
1031-2 (2012-07-16), Contract Cost Principles, apply to and form part of the contract.

7.3 Term of Contract

7.3.1 Delivery Date

All the deliverables must be received on or before **May 31, 2016**.

7.3.2 Shipping Instructions – Delivered Duty Paid

Goods must be consigned and delivered to the destination specified in the contract:
Incoterms 2000 "DDP Delivered Duty Paid" to Fairview Small Craft Harbours, Prince Rupert, BC.

7.3.3 Failure to Deliver

Delivery is an essential part of this contract. Except for excusable delays notified in accordance with Section 11 of 2030 General Conditions - Higher Complexity - Goods, failure to deliver by the date(s) specified in this Contract will prejudice the Government of Canada and will, at the Government of Canada's discretion, entail either:

- A. Contract Termination in accordance with 2030 General Conditions Sections 10 (Time of the Essence) and 30 (Default by the Contractor); or
- B. Consideration for Contract Amendment. Delivery date(s) will not be extended without consideration being provided by the Contractor in the form of adjustment to the price, warranty, quantity and / or service to be provided.

7.4 Authorities

7.4.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Torrey Buchan
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Acquisitions, Marine
Address: 1230 Government Street, Suite 401
Victoria, BC V8W 3X4 Canada
Telephone : 250-216-2092
Facsimile: 250-363-3960
E-mail address: torrey.buchan2@pwgsc-tpsgc.gc.ca

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

7.4.2 Technical Authority

The Technical Authority for the Contract is provided upon Contract award.

Name: _____
Title: _____
Organization: _____
Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

The Technical Authority named above 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 Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

7.4.3 Inspection Authority

The Inspection Authority for the Contract is the Technical Authority.

The Inspection Authority is the representative of the department or agency for whom the Work is being performed under the Contract and is responsible for inspection of the Work and acceptance of the finished work. The Inspection Authority may be represented on-site by a designated inspector and any other Government of Canada inspector who may from time to time be assigned in support of the designated Inspector.

7.4.4 Contractor's Representative

Bidder is to complete the table below and submit it with their bid.

Contact for:	Name	Telephone	Email
Contracting issues			
Technical issues			
Invoicing issues			

7.5 Payment

7.5.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices as specified in Annex B for a cost of \$ _____. Customs duties 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.

7.5.2 Milestone Payments

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract, up to ninety (90) percent of the amount claimed and approved by Canada if:

- an accurate and complete claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- the total amount for all milestone payments paid by Canada does not exceed ninety (90) percent of the total amount to be paid under the Contract;
- all the certificates appearing on form [PWGSC-TPSGC 1111](#) have been signed by the respective authorized representatives;
- all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.

The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all Work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted.

7.5.3 Schedule of Milestones

Refer to Annex D, Schedule of Milestone Payments.

7.5.4 Warranty Holdback

A warranty holdback of 5% of the contract price will be applied to the payment of the final invoice. This holdback will be payable by Canada upon the expiry of a 90 day holdback period. Applicable Taxes will be calculated on the warranty holdback amount and paid at the time that the warranty holdback is released.

7.5.5 Discretionary Audit

SACC Manual clause C0100C (2010-01-11), Discretionary Audit - Commercial Goods and/or Services

7.5.6 Time Verification

SACC Manual clause C0711C (2008-05-12), Time Verification

7.6 Invoicing Instructions

1. The Contractor must submit a claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment.
Each claim must show:
 - a. all information required on form [PWGSC-TPSGC 1111](#);
 - b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
 - c. the description and value of the milestone claimed as detailed in the Contract.
2. Each claim must be supported by an invoice on the Contractor's letterhead.
3. Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.
4. The Contractor must prepare and certify one original and two (2) copies of the claim on form [PWGSC-TPSGC 1111](#), and forward it to the Inspection Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.

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

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

7.7 Certifications

7.7.1 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.

7.7.2 Workers' Compensation

The Contractor must maintain its account in good standing with the applicable provincial or territorial Workers' Compensation Board for the duration of the Contract.

7.7.3 Welding Certification

- 7.7.3.1 The Contractor must ensure that welding is performed by a welder certified by the Canadian Welding Bureau (CWB) in accordance with the requirements of the following Canadian Standards Association (CSA) standards:
 - CSA W47.1-03, Certification for Companies for Fusion Welding of Steel (*Minimum Division Level 2.1*)
- 7.7.3.2 In addition, welding must be done in accordance with the requirements of the applicable drawings and specifications.

7.7.3.3 Before the commencement of any fabrication work, and upon request from the Inspection Authority, the Contractor must provide approved welding procedures and/or a list of welding personnel he intends to use in the performance of the Work. The list must identify the CWB welding procedure qualifications attained by each of the personnel listed and must be accompanied by a copy of each person's current CWB welding certification. Before the commencement of any fabrication work, and upon request from the Inspection Authority, the Contractor must provide approved welding procedures and/or a list of welding personnel he intends to use in the performance of the Work. The list must identify the CWB welding procedure qualifications attained by each of the personnel listed and must be accompanied by a copy of each person's current CWB welding certification.

7.7.4 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

7.8 Applicable Laws

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

7.9 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2030 (2014-06-26), General Conditions - Higher Complexity – Goods;
- (c) the Contract Cost Principles 1031-2 (2012-07-16);
- (d) Annex A, Requirement;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Insurance Requirements;
- (g) Annex D, Schedule of Milestone Payments;
- (h) Annex E, Warranty Procedures;
- (i) Annex F, Procedure for Implementing Additional Work;
- (j) Annex G, Inspection / Quality Assurance / Quality Control;
- (k) Annex H, Project Management Services;
- (l) Annex I, Questions and Answers;
- (m) the Contractor's bid dated _____.

7.10 Insurance

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) calendar 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. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.11 Contract Financial Security

The Contractor must provide the following contract financial security within ten (10) calendar days after the date of contract award:

A labour and material payment bond form [PWGSC-TPSGC 506](#) in the amount of fifty (50) percent of the Contract Price.

Any bond must be accepted as security by one of the bonding companies listed in [Treasury Board Contracting Policy, Appendix L](#), Acceptable Bonding Companies.

If Canada does not receive the required financial security within the specified period, Canada may terminate the Contract for default pursuant to the Contract default provision.

7.11.1 Term of Financial Security

Any bond, bill of exchange, letter of credit or other security provided by the Contractor to Canada in accordance with the terms of the Contract must not expire before 90 days after the completion date indicated in the Contract.

Provided that no risk will accrue to Canada as a result, The Contracting Authority can, at its sole discretion, return the financial security to the Contractor before the expiration date indicated in the Contract.

7.12 Trade Qualifications

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

7.13 Sub-contract and Sub-contractor List

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

When the Contractor sub-contracts work, a copy of the sub-contract purchase order is to be passed to the Contracting Authority. In addition, the Contractor must monitor progress of sub-contracted work and inform the Inspection Authority or designate on pertinent stages of work to permit inspection when considered necessary by the Inspector.

7.14 Project Schedule

The Contractor must provide a detailed work schedule to the Contracting and Technical Authorities no later than five (5) calendar days after the contract award date showing the commencement and completion dates for the Work in the available work period, including realistic target dates for significant events. During the Work Period the schedule is to be reviewed on an ongoing basis by the Inspection Authority and the Contractor, updated when necessary, and available in the Contractor's office for review by Canada's authorities to determine the progress of the Work.

The schedules must be revised on a pre-defined basis. (The revised schedules must show the effect of progressed work and approved design changes. Any changes to the dates of the Work Period of the contract due to unscheduled work will not be accepted except as negotiated in accordance with Annex F, Procedures for Processing Additional Work.

7.14.1 Progress review report

Progress Review Reports shall be provided detailing the Work completed to date, a copy of the updated Master Schedule, problems incurred as well as problems solved and how they were solved for the current reporting period. The report shall be provided monthly to the Contracting Authority and should be provided electronically.

7.15 Progress Review and Technical Meetings

7.15.1 Progress Review Meetings shall be held at the Contractor's facility and chaired by the Contracting Authority. The first meeting shall be held within four (4) weeks of Contract Award and the following Progress Review Meetings shall be held as required or as requested by the Contractor, TA, or CA. Attendees will be the Contractor Representatives, the Contracting Authority, Inspection Authority and Technical Authority.

The draft agenda will be provided by the Contractor to the Contracting Authority with a copy to the Inspection Authority and Technical Authority approximately five (5) working days prior to each meeting for review by attendees and request for additions. The final agenda will be provided at the meeting by the Contractor.

The Contractor shall record the minutes of all meetings, and include as a minimum discussion items, records of decisions, all action items, risk items, and a record of conclusions reached at the Technical Meetings. The Contractor will distribute a draft of all minutes to the Contracting Authority, Inspection Authority and Technical Authority for review and comment of Canada prior to issuing the final version. The Minutes shall be signed as accepted by the Contractor, Contracting Authority, Technical Authority and the Inspection Authority once comments are incorporated to the satisfaction of Contracting Authority.

7.15.2 Technical Meetings shall be held as required at the Contractor's facility and chaired by the Technical Authority. Attendees will be the Contractor Representatives, Inspection Authority and Technical Authority.

The Minutes shall be signed as accepted by the Contractor and Technical Authority once comments are incorporated to the satisfaction of Technical Authority.

7.15.3 Wherever possible the Progress Review and Technical Review Meetings will be held together and co-chaired by the Contracting and Technical Authorities. The minutes of these meetings shall be signed as accepted by the Contractor, Contracting Authority and Technical Authority once comments are incorporated to the satisfaction of the Contracting Authority.

7.16 Outstanding Work and Acceptance

1. The acceptance of the Work must be in accordance with form PWGSC-TPSGC 1105, Acceptance.

The Technical Authority or designate, in conjunction with the Contractor, will prepare a list of outstanding work items at the end of the work period. This list will form the annexes to the formal acceptance document for the vessel. A contract completion meeting will be convened by the Inspection Authority on the work completion date to review and sign off the Acceptance Document.

2. The Contractor must complete the above form in three (3) copies, which will be distributed by the Contracting Authority as follows:

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

7.17 ISO 9001:2008 – Quality Management Systems

The Contractor is responsible for implementing a quality system appropriate to the scope of the work to be performed. It is recommended that the quality system be based on *ISO 9001:2008 "Quality management systems - Requirements."*

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the materiel or services provided conform to the drawings, specifications and the requirements of the contract. The Contractor must keep accurate and complete inspection records which must, upon request, be made available to the Inspection Authority, who may make copies and take extracts during the performance of the Contract and for a period of one (1) year after the completion of the Contract.

Despite the above, all materiel is subject to verification and acceptance by the Inspection Authority at destination. The authorized DFO representative at destination may either be the consignee(s), the Technical Authority, or the Inspection Authority.

7.18 Quality Plan

No later than ten (10) calendar days after the effective date of the Contract, the Contractor must submit for acceptance to the Technical Authority a Quality Plan prepared according to the latest issue (at contract date) of ISO 10005:2005 "Quality management systems - Guidelines for quality plans". The Quality Plan must describe how the Contractor will conform to the specified quality requirements of the Contract and specify how the required quality activities are to be carried out, including quality assurance of subcontractors. The Contractor must include a traceability matrix from the elements of the specified quality requirements to the corresponding paragraphs in the Quality Plan.

The documents referenced in the Quality Plan must be made available when requested by the Technical Authority.

If the Quality Plan was submitted as part of the bidding process, the Contractor must review and, where appropriate, revise the submitted plan to reflect any changes in requirements or planning which may have occurred as a result of pre-contract negotiations.

Upon acceptance of the Quality Plan by the Technical Authority, the Contractor must implement the Quality Plan. The Contractor must make appropriate amendments to the Quality Plan throughout the term of the contract to reflect current and planned quality activities. Amendments to the Quality Plan must be acceptable to the Technical Authority.

7.19 Insulation Materials – Asbestos Free

All materials used to insulate the Work must meet Transport Canada Marine standards, for commercial marine work, and, for all work, be free from asbestos in any form.

7.20 SACC Manual clauses

A9055C (2010-08-16), Scrap and Waste Material;

ANNEX A

REQUIREMENT

1. Requirement

Contractor must fabricate and deliver Steel Pontoon Breakwaters for the Department of Fisheries and Oceans, Small Craft Harbours.

2. Abbreviations

CFM: Contractor Furnished Material
Dwg: Drawing
GSM: Government Supplied Material
IAW: In accordance with

3. Drawings and Material

3.1 Pontoons must be fabricated as shown on the contract drawings: SINGLE LAYER CATAMARAN BREAKWATER PLAN, Dwg. No. 110, 111, 112, 130, 141 and 142. **These drawings are available to the bidders by the Contracting Authority.**

3.1.1 There are seven pontoon units (160 feet in length each) for the entire breakwater. The units are to be connected through hinged connector (Dwg. 141 and 142). HSS connection bars (Dwg. 112) and end plates (dwg. 130) will only be required for one end of the first and last pontoons.

3.1.2 Two option units, if exercised, will form a separate module than the firm seven units. HSS connection bars (Dwg. 112) and end plates (dwg. 130) will only be required for one end of the each pontoons, connected by two hinged connectors (Dwg 141 and 142).

3.2 The Pontoons will be fabricated as per Specifications Section 05 50 00 – Metal Fabrications

3.3 Where welding is required, welding must be conducted as per Specifications Section 05 50 00 – Metal Fabrications

3.4 Surface Treatment including cleaning and coating must be completed as per Specifications Section 09 97 10

3.5 All polystyrene billets must be prepared as per Specifications Section 07 21 13

4. Inspection and Acceptance

4.1 The Inspector may inspect materials and products at any stage of manufacture, transportation and assembly. Satisfactory inspection at any stage does not preclude future rejection if the materials or products that are subsequently found to lack uniformity or fail to conform to the specified requirements.

4.2 At the sole discretion of the Inspector, Canada may require additional testing to verify that products meet all requirements.

4.3 Contractor is fully responsible for quality assurance/control of work, products and materials used. The Engineer may perform inspection by third party for independent quality assurance.

4.4 Final inspection and acceptance will be conducted upon delivery.

5. Deliverable and Storage

- 5.1 Completion of fabrication of all sections must occur on or before March 31, 2016. Pontoon sections must be connected and delivered, floating in water, at Fairview Small Craft Harbours, Prince Rupert, BC as final delivery location within 60 days of completion of fabrication.
- 5.2 Each pontoon should be secured with 32mm M/C double braided nylon ropes to min. three points of contact at the existing breakwater on site with the Engineer Representative's presence.
- 5.3 Contractor is to provide an uncertified "as built drawing " using SINGLE LAYER CATAMARAN BREAKWATER PLAN, Dwg. No. 110, 111, 112, 130, 141, and 142 in CAD format version, AutoCAD2010.
- 5.4 All Mill certificates hard copies and PDF format of steel pipe describe in section 3.2.

APPENDIX 1 - SPECIFICATION

For a copy of the Drawings, contact the Contracting Authority at:
torrey.buchan2@pwgsc-tpsgc.gc.ca

APPENDIX 2 - DRAWINGS

For a copy of the Drawings, contact the Contracting Authority at:
torrey.buchan2@pwgsc-tpsgc.gc.ca

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xlv211
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xlv-5-38030

Buyer ID - Id de l'acheteur
xlv211
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ANNEX B

BASIS OF PAYMENT

Bidder's Instructions

The following sample is provided as an example of the pricing structure of any resulting Contract. Bidder's should **NOT** complete this schedule. For submission of bid pricing, bidders are to refer to Annex J.

B1. Pricing Schedule – Known Work

Item	Description	Unit Price	QTY	Extended Price (CAD\$)
1.	Known Work (Seven Units) In accordance with Annex A and all associated Appendices.	LOT		\$ _XXXXXXXXXX_
		Subtotal		\$ _XXXXXXXXXX_
		GST (5%)		\$ _XXXXXXXXXX_
		Contract Financial Security		\$ _XXXXXXXXXX_
		Firm Total		\$ _XXXXXXXXXX_

B2. Optional Units (if exercised)

Item	Description	Unit Price	QTY	Extended Price (CAD\$)
1.	Option Module (Two Units) In accordance with Annex A, and all associated Appendices.	LOT		\$ _XXXXXXXXXX_
		GST (5%)		\$ _XXXXXXXXXX_
		Firm Total		\$ _XXXXXXXXXX_

B3. Unscheduled Work

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

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

3.2 Notwithstanding definitions or usage elsewhere in this document, or in the Bidder's Cost Management System, when negotiating Hours for unscheduled work, PWGSC will consider only those hours of labour directly involved in the production of the subject work package.

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

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

B4. Overtime

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

4.2 Payment for authorized overtime will be calculated as follows:

Number of hours (to be negotiated) X \$_____ per hour Overtime Labour Rate.

ANNEX C

INSURANCE REQUIREMENTS

C.1 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.

ANNEX D SCHEDULE OF MILESTONE PAYMENTS

The bidder must complete the schedule below by providing their expected dates for each applicable milestone, based upon a Contract award date of August 10, 2015.

For the purpose of milestone payments, the unit price of the 1st and 7th units includes the costs associated with their respective HSS connection bars (Dwg. 112), towing hooks (Dwg. 112), and End Plates (Dwg. 130) on their outside faces.

The unit price of the 8th and 9th units includes the costs associated with their respective HSS connection bars (Dwg. 112) towing hooks (Dwg. 112), and End Plates (Dwg. 130) on their outside faces.

A 10% performance holdback will be withheld off the value of each progress payment until completion of all the works under the Contract.

Unit	Milestone	Description	Firm Amount	Target Date
Module 1				
1 (End Unit)	1	Material (Steel) inspected & accepted.	15% of unit value	
	2	Unit half completed	40% of unit value	
	3	Unit fully completed	45% of unit value	
2	1	Materials inspected & accepted.	15% of unit value	
	2	Unit half completed	40% of unit value	
	3	Unit fully completed	45% of unit value	
3	1	Materials inspected & accepted.	15% of unit value	
	2	Unit half completed	40% of unit value	
	3	Unit fully completed	45% of unit value	
4	1	Materials inspected & accepted.	15% of unit value	
	2	Unit half completed	40% of unit value	
	3	Unit fully completed	45% of unit value	
5	1	Materials inspected & accepted.	15% of unit value	
	2	Unit half completed	40% of unit value	
	3	Unit fully completed	45% of unit value	
6	1	Materials inspected & accepted.	15% of unit value	
	2	Unit half completed	40% of unit value	
	3	Unit fully completed	45% of unit value	
7 (End Unit)	1	Materials inspected & accepted.	15% of unit value	
	2	Unit half completed	40% of unit value	
	3	Unit fully completed	45% of unit value	
Module 1	4	Hinge Connectors between units	LOT	
	5	Delivery of Module to Prince Rupert	LOT	

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xlv211
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Option Module (Two Units)				
8 (End Unit)	1	Materials inspected & accepted.	15% of unit value	
	2	Unit half completed	40% of unit value	
	3	Unit fully completed	45% of unit value	
9 (End Unit)	1	Materials inspected & accepted.	15% of unit value	
	2	Unit half completed	40% of unit value	
	3	Unit fully completed	45% of unit value	
Module 2	4	Hinged Connectors between units	LOT	
	5	Delivery of Module to Prince Rupert	LOT	

ANNEX E

WARRANTY PROCEDURES

E.1 Scope

- a. The following are the procedures that suit the particular requirements for warranty considerations for a new vessel.

E.2 Reporting Failures with Warranty Potential

- a. The initial purpose of a report of a failure is to facilitate the decision as to whether or not to involve warranty and to generate action to effect repairs. Therefore in addition to identification, location data, etc. the report must contain details of the defect. Warranty decisions as a general rule are to be made locally and the administrative process is to be in accordance with procedures as indicated.
- b. These procedures are necessary as invoking a warranty does not simply mean that the warrantor will automatically proceed with repairs at his expense. A review of the defect may well result in a disclaimer of responsibility, therefore, it is imperative that during such a review the Department is directly represented by competent technical authority qualified to agree or disagree with the warrantor's assertions. Since the TA has the closest and most active involvement of the contracted work completed this agency must assume this role.

E.3 Procedures

- a. Immediately once it becomes known to end user that an equipment/system is performing below accepted standards or has become defective, the procedures for the investigation and reporting are as follows:
 - i. The end user advises the Technical Authority when a defect has occurred.
 - ii. On review of the Specification and the Acceptance Document, the Technical Authority in consort with end user is to complete the Tombstone Data and section 1 of the Warranty Claim Form Appendix 1 of Annex "E" and forward the original to the Contractor for review with a copy to the PWGSC Contracting Authority. If the PWGSC Contracting is unable to support warranty action, the Defect Claim Form will be returned to the originator with a brief justification. (It is to be noted that in the latter instance PWGSC will inform the Contractor of its decision and no further action will be required of the Contractor. Warranty defect claims may be forwarded in hard copy, by fax or by e-mail whichever format is the most convenient.
 - iii.. Assuming the Contractor accepts full responsibility for repair, the Contractor completes Section 2 and 3 of the Warranty Claim Form, returns it to the TA who confirms corrective action has been completed, and who then distributes the form to the PWGSC Contracting Authority.
- b. In the event that the Contractor disputes the claim as a warranty defect, or agrees to share, the contractor is to complete Part 2 and 3 of the Warranty Claim Form with the appropriate information and forward it to the Contracting Authority who will distribute copies as necessary.
- c. When a warranty defect claim is disputed by the Contractor, the Technical Authority may arrange to correct the defect by in-house resources or by contracting the work out. All associated costs must be tracked and recorded as a possible charge against the contractor by PWGSC action. Material costs and manhours expended in correcting the defect are to be recorded and entered in Section 5 of the warranty defect claim by the Technical Authority who will forward the warranty defect claim to the PWGSC Contracting Authority for action. Defective parts of equipment are to be retained pending settlement of claim.
- d. Defective equipment associated with potential warranty should not normally be dismantled until the Contractor's representative has had the opportunity to observe the defect. The necessary work is to

be undertaken through normal repair methods and costs must be segregated as a possible charge against a contractor by PWGSC action.

E.4 Liability

- a. Agreement between the Contracting Authority, Technical Authority and the Contractor will result in one of the following conditions:
 - i. The Contractor accepts full responsibility for costs to repair or overhaul under the warranty provisions of the contract;
 - ii. The Technical Authority accepts full responsibility for repair and overhaul of item concerned; or The Contractor and the Technical Authority agree to share responsibility for the costs to repair or overhaul the unserviceable item, in such cases the PWGSC Contracting Authority will negotiate the best possible sharing arrangement.
- b. The total cost of processing warranty claims must include accommodation and travel costs of the Contractor's employees as well as equipment/system down time and operational constraints. Accordingly, the cost to remediate the defect, in manhours and material, will be discussed between the Contracting/Inspection Authorities and the Technical Authority to determine the best course of action.

E.5 Alongside Period For Warranty Repairs and Checks

- a. If at all possible, an alongside period for the vessel is to be arranged just before the expiration of the 12 month warranty periods. This alongside period is to provide time for warranty repair and check by the contractor.

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xlV211
CCC No./N° CCC - FMS No./N° VME

WARRANTY CLAIM
Réclamation De
Garantie

2/2

2. Contractor's Investigative Report – Le rapport de l'entrepreneur

3. Contractor's Corrective Action – La modalité de reprise de l'entrepreneur

Contractors Name and Signature-Nom et signature de l'entrepreneur
modalité de reprise

Date of Corrective Action-Date de

Client Name and Signature-Nom et signature de client

Date

4. PWGSC Review of Warranty Claim Action – Examen d'action de réclamation de garantie par

Contract Authority	Date
--------------------	------

Canada 

ANNEX F

PROCEDURE FOR IMPLEMENTING ADDITIONAL WORK

F.1 Purpose

The Additional Work Procedure has been instituted for the following purposes:

- (a) To establish a uniform method of dealing with requests for Additional Work;
- (b) To obtain the necessary Technical Authority approval and Contracting Authority authorization before Additional work commences; and
- (c) To provide a means of maintaining a record of Additional Work requirements including Serial Numbers, dates, and accumulated cost.

F.2 Definitions

- (a) An Additional Work Procedure is a contractual procedure whereby changes to the scope of Work under the Contract may be defined, priced and contractually agreed to;
- (b) The procedure does not allow for the correction of deficiencies in the Contractor's Proposal.

F.3 Procedures

- (a) The procedure involves the form PWGSC-TPSGC 1686 for new construction. This form is to be used when the work has been fully defined, and the final cost has been agreed to and/or negotiated. It will be the form for authorizing all Additional Work to be followed by Contract Amendment.
- (b) Emergency measures required to prevent loss or damage to the Vessel, which would occur if this procedure is followed, shall be taken by the Contractor on its own authority. The responsibility for the cost of such measures shall be determined in accordance with the terms and conditions of the contract.
- (c) The Technical Authority will initiate a work estimate request by defining the Additional Work requirement. It will attach drawings, sketches, additional Specification, other clarifying details as appropriate, and allocate their Serial Number for the request.
- (d) Notwithstanding the foregoing, the Contractor may propose to the Technical Authority in writing, either by letter or a Defect Advice Form (this is the Contractor's own form) that certain Additional Work should be carried out. The Technical Authority will either reject or accept such proposal, and advise the Contractor and Contracting Authority. Acceptance of the proposal is not to be construed as authorization for the work to proceed. If required, the Technical Authority will then define the Additional Work requirement in accordance with subparagraph 3(c).
- (e) After the Additional Work requirement is defined, the original and one (1) copy with all attachments, will be passed by the Technical Authority to the Contracting Authority.
- (f) The Contracting Authority will retain the original with attachments and submit a copy with attachments to the Contractor.
- (g) The Contractor will submit its Proposal (Paragraph 6 - Form Of Proposal and Supporting Documentation) to the Contracting Authority together with any qualifications, remarks or other information requested.
- (h) After discussion between the Contracting Authority and the Contractor and if no negotiation is required, the Contractor will then complete the PWGSC-TPSGC 1686 including the agreed costs, allocate a Serial Number, sign the form and pass it to the Contracting

Authority. If the Technical Authority wishes to proceed, the form will be signed then. The Contracting Authority will then sign and Authorize the Additional Work to proceed.

- (i) In the event negotiation is required, the Contracting Authority will arrange for the negotiations. If negotiations are successful the Contractor will then complete the PWGSC-TPSGC 1686 form including the agreed costs, sign the form and pass it to the Contracting Authority. The Contracting Authority will then pass the form to the Technical Authority. If the Technical Authority wishes to proceed they will sign the form. The Contracting Authority will then sign and authorize the Additional Work to proceed.
- (j) In the event the Technical Authority does not wish to proceed with the work, they will cancel the proposed Additional Work through the Contracting Authority in writing.
- (k) In the event the negotiation involves a Credit, the appropriate PWGSC-TPSGC form 1686 will be noted as "credit" accordingly.
- (l) In the event that Additional Work of an urgent nature is required by the Technical Authority, or an impasse has occurred in negotiations, the commencement of the Additional work should not be unduly delayed and should be processed as follows, in either case. The Contractor will complete the appropriate PWGSC-TPSGC form indicating the offered cost and pass it to the Contracting Authority. If the Technical Authority wishes to proceed, the Technical Authority and the Contracting Authority will sign the completed PWGSC-TPSGC form with the notation, "CEILING PRICE SUBJECT TO DOWNWARD ADJUSTMENT", and allocate a Serial Number having the suffix "A". The work will proceed with the understanding that following an audit of the Contractor's actual costs for completing the described work, the cost will be finalized at the ceiling price or lower, if justified by the audit. A new PWGSC-TPSGC form will then be completed with the finalized costs, signed and issued with the same Serial Number without the suffix "A", and bearing a notation that this form is replacing and canceling the form having the same Serial Number with the suffix "A". PWGSC-TPSGC forms bearing Serial Numbers with a suffix "A" shall not to be included in any contract amendments, and therefore no payment shall be made until final resolution of the price and incorporation into the contract.
- (m) No work may be undertaken by the Contractor without written authorization of the Contracting Authority except under emergency circumstances described in sub-paragraph 3(b). Additional Work undertaken without written Contracting Authority authorization will be considered the Contractor's responsibility and cost.
- (n) The PWGSC-TPSGC 1686 form is the final summary of the definition of the Additional work requirement, and the costs negotiated and agreed to. The Contracting Authority will forward the original to the Contractor and distribute copies as required.

F.4 Amendment to Contract or Formal Agreement

The Contract will be amended from time to time in accordance with the Contract terms to incorporate the costs authorized on the appropriate PWGSC-TPSGC 1686 forms.

F.5 Form of Description of Additional Work

The Statement of Work for the Additional Work will be limited to a statement of what has to be done. It will state how conformance will be measured or inspected.

F.6 Form of Proposal and Supporting Documentation

- (a) The Contractor will be afforded an opportunity, prior to submitting a Proposal, to discuss any technical questions regarding the statement of work for the Additional Work item. If necessary, a meeting will be held, prior to the submission of a Proposal, to review the statement of work in order to ensure that there is a clear understanding of the technical and other requirements, including the effect on Annex "B" to schedules and supply of materials. Requests for such meetings will be made to the Contracting Authority who will also chair the meetings. Any additions or deletions to the statement of work agreed to at such meetings will be the subject of a formal amendment to the statement of work and processed by the Technical Authority through the Contracting Authority.
- (b) The Contractor's Proposal for each Additional work item shall be broken down as to person hours by trade and material cost per item. These breakdowns shall accompany each submission by the Contractor to the Contracting Authority prior to any required negotiations.
- (c) Prior to any required negotiation, the Contractor shall provide to the Contracting Authority, for its retention, the following:
- (i) A work plan and/or any sketches and marked-up drawings as appropriate or requested; and
 - (ii) Copies of subcontractor and/or material suppliers' quotations (including the Contractor's requests for such quotations). In the event telephone quotations are used to finalize the negotiations, these quotations would be subject to later verification by the Crown. The Contractor shall provide copies of purchase orders and paid invoices for subcontracts and/or materials, including stocked items, in either case.
- (d) Subcontracts and materials - The Contractor shall provide a minimum of two quotations for subcontracts or materials. If other than the lowest, or sole source is being recommended for quality and/or delivery considerations, this shall be noted. On request to the Contractor, the Contracting Authority shall be permitted, to meet with any proposed subcontractor or material supplier for discussion of the price. These requests will generally be limited to major sole source situations and always with the Contractor's representative present.
- (e) The selected Contractor shall have a cost accounting system that is capable of assigning job numbers for each Additional Work requirement so that each requirement can be audited individually. Prior to award of Additional Work, the selected Contractor shall provide written statements that a cost accounting system exists. The cost accounting system may be reviewed by the Contracting Authority prior to award of any Additional Work.

7. Supply Of Forms

On request, the Contracting Authority will supply the appropriate form PWGSC-TPSGC 1686.

ANNEX G

PROJECT MANAGEMENT SERVICES

G.1 Intent

- a. Job titles used in this Annex are for clarity within this document only. The Contractor is free to choose job titles that suit their organization.
- b. The Contractor, through their Project Management Team, is responsible to discharge the duties and supply the deliverables required in the Contract and the Specifications.
- c. Project Management is considered to encompass the direction and control of such functions as engineering, planning, purchasing, manufacturing, assembly, overhauls, installations and test and trials.

G.2. Project Manager

- a. The Contractor must supply an experienced Project Manager (PM) dedicated to this project and delegate to him/her full responsibility to manage the project.

G.3 Project Management Team

- a. Other than the Project Manager, the Contractor may assign and vary other job descriptions to suit their organization; provided however that the collective resume of their Project Management Team must provide for effective control of the project elements including but not limited to:
 - i. Project Management
 - ii. Quality Assurance
 - iii. Material Management
 - iv Planning and Scheduling
 - v. Subcontracts Management

G.4 Reports

- a. The following Management Reports and Documentation are to be prepared and maintained by the Contractor and submitted to the Crown in accordance with the Contract or upon request by the Contracting Authority:
 - i. Production Work Schedule
 - ii. Inspection Summary Report

G.5 Bid Solicitation Deliverables

- a. Names, brief resumes, and a list of duties for each of the team members that ensures that each of the project elements listed in article 3 above have been addressed.

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ANNEX H
QUESTIONS AND ANSWERS

This Annex will include a list of any Questions and Answers addressed during the Solicitation period.

Solicitation **F1571-155006/A**

To be completed as required during the bid solicitation period.

Item	Spec-RFP description	Questions	Answers

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ANNEX I
FINANCIAL BID PRESENTATION SHEET

<p>Bidder's Instructions: For a excel spreadsheet copy of Annex I, Financial Bid Presentation Sheet, and Appendix 1 to Annex I, Detailed Pricing Datasheet, contact the Contracting Authority.</p>
<p>The bidder must fill out the pricing schedule below and include it in their Financial Bid package. The aggregate total of all the extended prices provided in the schedule below will form the price that will be evaluated. GST is extra.</p>
<p>To be considered responsive, the bidder must complete the Financial Bid Presentation Sheet and the supporting Appendix 1 – Detailed Pricing Datasheet, and submit the documents with their bid.</p>
<p>The Pricing provided in the bid will be incorporated into the resulting Basis of Payment of the Contract. The Option Module and Unscheduled Work priced herein is included for the purpose of evaluation, but the associated costs will only be incurred if the work is authorized in writing by the Contracting Authority. If there is a discrepancy between the unit pricing provided under Item 1 below and the unit pricing under the detailed pricing datasheet, the detailed pricing datasheet unit price will take precedence.</p>

Pricing Schedule				
I1.	Item	Description	Unit Price	Extended Price (CAD\$)
I1.1	Module 1			
1.		Steel Pontoon Breakwater In accordance with Annex A, and as detailed in Appendix 1 to Annex J, Detailed Pricing Datasheet.	\$ _____	\$ _____
2.		HSS Connection Bars (Drawing 112) The connection bars required at each end of the module (Units 1 and 7). Includes all costs associated with the fabrication and installation of the bars onto the module.	LOT	\$ _____
3.		Towing Hooks (Drawing 112) The towing hooks required at each end of the module (Units 1 and 7). Includes all costs associated with the fabrication and installation of the hooks onto the module.	LOT	\$ _____
4.		End Plates (Drawing 130) The end plates required at each end of the module (Units 1 and 7). Includes all costs associated with the fabrication and installation of the end plates onto the module.	LOT	\$ _____
5.		Hinged Pipe Connectors (Drawing 141-142) The hinged pipe connectors between each unit in the module (two per connection for a total of twelve). Includes all costs associated with the fabrication and installation of the connectors between each unit in the module.	LOT	\$ _____

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6.	Delivery of Module Delivered Duty Paid (DDP) in water to Fairview Small Craft Harbours, Prince Rupert, BC.	LOT	\$ _____
Total - Module 1			
Total - Module 1			
I1.2	Contract Financial Security		
1	The cost of a labour and material payment bond in the amount of 50% of the Contract Price	LOT	\$ _____
Total - Contract Financial Security			
I1.3	Option Module		
1	Steel Pontoon Breakwater In accordance with Annex A, and as detailed in Appendix 1 to Annex I, Detailed Pricing Datasheet.	\$ _____ 2	\$ _____
2	HSS Connection Bars (Drawing 112) The connection bars required at each end of the module (Units 8 and 9). Includes all costs associated with the fabrication and installation of the bars onto the module.	LOT	\$ _____
3	Towing Hooks (Drawing 112) The towing hooks required at each end of the module (Units 8 and 9). Includes all costs associated with the fabrication and installation of the hooks onto the module.	LOT	\$ _____
4	End Plates (Drawing 130) The end plates required at each end of the module (Units 8 and 9). Includes all costs associated with the fabrication and installation of the end plates onto the module.	LOT	\$ _____

5	Hinged Pipe Connectors (Drawing 141-142) The hinged pipe connectors between each unit in the module (two per connection). Includes all costs associated with the fabrication and installation of the connectors between each unit in the module.	LOT	\$ _____
6	Delivery of Option Module Delivered Duty Paid (DDP) in water to Fairview Small Craft Harbours, Prince Rupert, BC.	LOT	\$ _____
Total - Option Module			\$ _____
I1.4 Unscheduled Work			
The following rates will apply to all unscheduled work if requested and authorized in writing by the Contracting Authority.			
1.	Charge-out Labour Rate	\$ _____	500 \$ _____
2.	Over-time Labour Rate	\$ _____	40 \$ _____
Total - Unscheduled Work			\$ _____
*The Estimated Quantities provided in section J1.4 is for evaluation purposes only and is not a guarantee of work.			
EVALUATED PRICE			
Item	Description	Price	
I1.1	Total - Module 1	\$ _____	
I1.2	Total - Contract Financial Security	\$ _____	
I1.3	Total - Option Module	\$ _____	

I1.4	Total - Unscheduled Work	\$ _____
EVALUATED PRICE (CAD\$)		\$ _____

APPENDIX 1 – DETAILED PRICING DATASHEET

When completed this document contains propriety information provided by a Bidder and is subject to provisions of the ACCESS to INFORMATION and PRIVACY ACTS.				
PROTECTED B				
Unit Pricing - Steel Catamaran Breakwater - Single Layer				
The following pricing schedule is on a per unit basis. In order to be considered, the Detailed Pricing Datasheet and the Financial Bid Presentation Sheet must be submitted with the bid.				
Line Item	Specification Detail	Material Cost	Labour Cost	Total Cost
1. Contractor Design and Services				
1.0	All materials and services not separated out below			
1.1	Project Management			
1.2	Quality Assurance			
1.3	Production Engineering & Shop Drawings			
Total - Contractor Design and Services				
2. Catamaran Fabrication				
2.0	All materials and services not separated out below			
2.1	Main Structure			
2.2	Weld Inspections			
2.3	Pressure Testing of Welds			
2.4	Expanded Polystyrene Billets			
Total - Catamaran Fabrication				

3. Painting of Heavy Metal Surfaces				
3.0	All materials and services not separated out below			
3.1	Surface Preparation - Solvent Cleaning			
3.2	Surface Preparation - Blast Cleaning			
3.3	Coating Application			
Total - Painting of Heavy Metal Surfaces				
SUMMARY OF COSTS				
Item	Section	Material Cost	Labour Cost	Total Cost
1.	Contractor Design and Services			
2.	Catamaran Fabrication			
3.	Painting of Heavy Metal Surfaces			
Unit Pricing - Steel Catamaran Breakwater - Single Layer				

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ANNEX J

INTEGRITY PROVISIONS – LIST OF NAMES

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

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

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

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

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

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

ANNEX K

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

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

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

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

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a federally regulated employer being subject to the [Employment Equity Act](#).
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

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

OR

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

B. Check only one of the following:

☐ B1. The Bidder is not a Joint Venture.

OR

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

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ANNEX L
SUB-CONTRACTOR LIST

Specification Item	Description of Goods/Services (Including Make, Model Number as applicable)	Name of Supplier	Address of Supplier

ANNEX M

BID PACKAGE CHECKLIST

M1.1 Mandatory Tender Deliverable Check List

Notwithstanding deliverable requirements specified anywhere else within this bid solicitation and its associated Requirement (Annex A), mandatory deliverables that must be submitted with the Bidder's tender to be deemed responsive, are summarized below.

The Bidder must submit a completed Annex M1 –Deliverable / Certifications

The following are mandatory and the Bidder's submission will be evaluated against the requirement as defined herein. The Bidder must be determined to be compliant on each item to be considered responsive.

No	Reference to Solicitation	Description	Condition	Document provided	Reference to Bid (Section, Page no., etc.)
1	Front page	<u>Request for Proposal</u> document part 1 page 1 completed and signed;	Mandatory with the bid	<input type="checkbox"/>	
2	Article 3.1.1	Technical Bid	Mandatory with the bid	<input type="checkbox"/>	
3	Article 6.2 / Annex C	Either a letter substantiating that the required insurance coverage will be provided, as per article 6.2 OR proof of insurance coverage, as required by Annex C,	Mandatory with the bid	<input type="checkbox"/>	
4	Article 6.7, Annex L	Subcontractor list	Mandatory with the bid	<input type="checkbox"/>	
5	Article 6.8	Preliminary Project Schedule	Mandatory with the bid	<input type="checkbox"/>	
6	Article 6.10	Contractor Quality Management system	Mandatory with the bid	<input type="checkbox"/>	
7	Annex G	Project Management Team Details, as per article H.5 of Annex H.	Mandatory with the bid	<input type="checkbox"/>	

8	Annex I	Financial Bid Presentation Sheet, completed;	Mandatory with the bid	<input type="checkbox"/>	
9	Appendix 1 to Annex I	Detailed Pricing Datasheet, completed;	Mandatory with the bid	<input type="checkbox"/>	
10	Annex M	Annex N – Bid Package Checklist, completed	Mandatory with the bid	<input type="checkbox"/>	

M1.2 Supporting Deliverable Requirements

If the following information which supports the bid is not submitted with the Bid; it may be requested by the Contracting Authority, and it must be provided within 24 hours of the written request:

No	Reference to Solicitation	Description	Condition	Document provided	Reference to Bid (Section, Page no., etc.)
1	Article 6.1	Financial Statements and information	24 hrs of written request	<input type="checkbox"/>	
2	Article 6.4	Workers' Compensation Certification	24 hrs of written request	<input type="checkbox"/>	
3	Article 6.5	Proof of welding certification	Mandatory with the bid	<input type="checkbox"/>	
4	Article 6.6	Proof of valid Labour Agreement or similar instrument covering the work period.	24 hrs of written request	<input type="checkbox"/>	
5	Article 6.9	ISO Registration Certificate (if applicable)	24 hrs of written request	<input type="checkbox"/>	
6	Article 7.4.4	Contractor's Representatives, table completed	24 hrs of written request	<input type="checkbox"/>	
7	Annex J, article 5.1.2	Federal Contractors Program for Employment Equity - Certification, completed and signed	24 hrs of written request	<input type="checkbox"/>	
8	Annex K, article 5.1.1	Integrity Provisions – List of Names, completed and signed	24 hrs of written request	<input type="checkbox"/>	

M 1.3 Deliverables after contract award

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The following information, which supports the bid, may be requested by the Contracting Authority, and it must be provided within the conditions stated in the table below of the written request:

No.	Article	Description	Condition
1	7.10	Insurance certificate	10 days after contract award
2	7.11	Contract Financial Security	10 calendar days after contract award
3	7.14	Project Schedule	5 calendar days after contract award
4	7.18	Quality Plan	10 calendar days after contract award