

**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**

<b>Title - Sujet</b> FIBERGLASS PONTOONS	
<b>Solicitation No. - N° de l'invitation</b> F1571-155014/A	<b>Date</b> 2015-06-24
<b>Client Reference No. - N° de référence du client</b> F1571-155014	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$XLV-166-6762
<b>File No. - N° de dossier</b> XLV-5-38040 (166)	<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 2015-08-04</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Pacific Daylight Saving Time PDT	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Castle, David G.	<b>Buyer Id - Id de l'acheteur</b> xlv166
<b>Telephone No. - N° de téléphone</b> (250) 363-0110 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> FISHERIES AND OCEANS CANADA SEE HEREIN	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b> See Herein	<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>

Solicitation No. - N° de l'invitation

F1571-155014/A

Amd. No. - N° de la modif.

File No. - N° du dossier

XLV-5-38040

Buyer ID - Id de l'acheteur

xl166

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

F1571-155014

CCC No./N° CCC - FMS No/ N° VME

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XLV166

CCC No./N° CCC - FMS No./N° VME

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## **DFO- Small Craft Harbours – Pontoons**

### **PART 1 - GENERAL INFORMATION**

#### **1-1 Security Requirement**

There is no security requirement associated with this bid solicitation.

#### **1-2 Requirements**

##### **The Statement of work is as follows:**

Fabricate and deliver FiberGlass Pontoons for the Department of Fisheries and Oceans - Small Craft Harbours (Parksville . BC) in accordance with the detailed Statement of Work and drawing attached as Annex A-Statement of Requirement and Appendices 1 of Annex A- Drawing.

Goods are requested to be delivered to the identified sites on or before **4 September 2015**, as detailed in the resulting contract clauses.

#### **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 (2014-09-25) 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) 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 **three (3)** working days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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 - Bid**

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

Bidder may, at its 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 (1 copy)  
Section II: Financial Bid (1 copy)  
Section III: Certifications (1 copy)

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

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

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

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

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

To assist Canada in reaching its objectives, bidders 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 explain and demonstrate how they propose to meet the requirements and how they will carry out the work.

#### **3-1.2 Section II: Financial Bid**

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

#### **3-1.3 Section III: Certification Requirements**

Bidders must submit the certifications required under Part 5.

### 3-2 Tables of Bid Deliverables

#### 3-2.1 Mandatory Bid Deliverables

Regardless of requirements specified elsewhere in this bid solicitation and its associated Statement of Work, the following are the only mandatory documents that must be submitted with the response at the time of bid closing. The Bidder must be compliant on each item to be considered responsive.

No	Part	Article	Description	Condition	Document provided
<b><u>Section I- Technical Bid</u></b>					
1		Front page	<b><u>Invitation to Tender</u></b> document part 1 page 1, completed and signed	Mandatory with the bid	<input type="checkbox"/>
<b><u>Section II- Financial Bid</u></b>					
1	Annex B	ALL	<b><u>Annex B</u></b> Detailed Financial Presentation Sheet	Mandatory with the bid	<input type="checkbox"/>

#### 3.2.2 Supporting Deliverable Requirements

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

No	Part	Article	Description	Condition	Document provided
<b><u>Section III- Certification</u></b>					
1	Annex E		<b><u>Annex E</u></b> Information required for the Verification of Integrity Provisions	24 hrs of written request	<input type="checkbox"/>
2	Part 6	6-5.4	Contractor representative	24 hrs of written request	<input type="checkbox"/>

## **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 technical and financial evaluation criteria.
- b.) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **4-1.1 Technical Evaluation**

All technical details of the requirement are mandatory as described in Annex A. In order to be found responsive the bidder's submission must comply with all of the technical details of the requirement with no deviations.

#### **4-1.2 Financial evaluation**

The bid will be evaluated in accordance with Annex B, Price for Evaluation.

### **4-2 Basis of Selection**

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



## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and associated information to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

### 5.1 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 inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

#### 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](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.

### 5-3 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 inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

## PART 6 - RESULTING CONTRACT CLAUSES

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

### 6-1 Security Requirement

There is no security requirement applicable to this Contract.

### 6-2 Requirement

Fabricate and deliver FiberGlass Pontoons for the Department of Fisheries and Oceans - Small Craft Harbours (Parksville . BC) in accordance with the detailed Statement of Work and drawing attached as Annex A-Statement of Requirement and Appendices 1 of Annex A- Drawing.

### 6-3 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.

#### 6-3.1 General Conditions

2010A 2014-11-27, General Conditions - Medium Complexity - Goods, apply to and form part of the Contract.

### 6-4 Term of Contract

#### 6-4.1 Delivery Date

All the deliverables must be received on or before **September 4, 2015**

#### 6-4.2 Delivery location ( INCOTERM 2000 CIP)

Delivery of three hundred (300) Pontoons to the French Creek Harbour  
Harbour Authority of French Creek  
1055 Lee Road  
Parksville, BC  
V9P 2E1  
Attn: Julie Blood 250-248-5051

The contractor shall give the Departmental Representative at least two weeks' notice before the delivery of the modules to site.

#### 6-4.3 Preparation For Delivery

Preparation for delivery and packaging are to be to the highest manufacturer's standard for the mode of transportation utilized, to ensure safe arrival at final destination.

#### 6-4.4 Shipping Instructions - Delivery at Destination

1. Goods must be consigned to the destination(s) specified in the Contract and delivered Delivery Duty Paid (DDP), Incoterms 2000 for shipments from a commercial contractor.
2. The Contractor is responsible for all delivery charges from the Contractor's facility to destination, including administration costs, insurance and risk of transport.

#### 6-4.5 Failure to keep the Contracting Authority informed

As the delivery date is an essential part of this contract, except for excusable delays notified in accordance with Article 16 (Time of Essence) of 2010, failure to communicate any changes to the delivery schedule specified in this contract will prejudice Canada and will, at Canada's discretion, entail either:

- a) Contract Termination in accordance with General Conditions 2010 Article 06 (Time of the Essence) and Article 23 subsection 4, (Default by the Contractor), and the Contractor will be liable to Canada for all losses and damages suffered by Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Canada in procuring the Work from another source; 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, and/or services provided.

#### 6-4.6 Acceptance

1. The Inspection Authority, in conjunction with the Contractor, will prepare a list of outstanding work items at the end of the **fiberglass floating pontoons** construction period. This list will form the annexes to the formal acceptance document for the fiberglass pontoons. An acceptance meeting or telephone conference **may** be convened by the Inspection Authority on the work completion date of the vessel to review and sign off the form PWGSC-TPSGC 1105, Contractor's Certification.
2. The Inspection Authority must complete the above form and obtain the signatures of the Contractor and the Contracting Authority. The form will then be distributed by the Inspection Authority as follows:
  - a. one copy to the Contracting Authority;
  - b. one copy to the Technical Authority;
  - c. one copy to the Contractor.

#### 6-5 Authorities

##### 6-5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: David Castle  
Title: Supply Specialist  
Address: Public Works and Government Services Canada  
Pacific Region, Acquisitions, Marine  
401 - 1230 Government Street  
Victoria, BC, Canada V8W 3X4  
Telephone: 250-363-0110  
Facsimile: 250-363-3960  
E-mail address: david.castle@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.

##### 6-5.2 Technical Authority

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone : \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_  
(Information will be provided at contract award)

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.

### 6-5.3 Inspection Authority

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

*(Information will be provided at contract award)*

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.

### 6-5.4 Contractor's Representative

Name and telephone numbers of the person responsible for production:

Name: \_\_\_\_\_ Telephone No: \_\_\_\_\_  
Facsimile No.: \_\_\_\_\_ E-mail: \_\_\_\_\_

Name and telephone numbers of the person responsible for delivery:

Name: \_\_\_\_\_ Telephone No: \_\_\_\_\_  
Facsimile No.: \_\_\_\_\_ E-mail: \_\_\_\_\_

### 6-6 Payment

#### 6-6.1 Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm Price of \$ \_\_\_\_\_. Customs duties and Goods and Services Tax or Harmonized Tax is extra, if applicable.

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

#### 6-6.2 Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- all such documents have been verified by Canada;
- the Work delivered has been accepted by Canada.

#### 6-6.3 SACC Manual Clauses

Reference	Date	T	Title
C0100C	2010-01-11		Discretionary Audit - Commercial Goods and/or Services
C0711C	2008-05-12		Time Verification
B5007C	2010-01-11		Procedures for Design Change or Additional Work

## **6-7 Invoicing Instructions**

**6-7.1** The Contractor must submit invoices in accordance with the section of the General Conditions titled Invoice Submission.

### **6-7.2 Invoice is to be made out to:**

DFO Invoicing  
Fisheries and Oceans Canada – Small Craft Harbours  
301 Bishop Street  
Fredericton, NB E3C 2M6  
Attention: Helena Lee

### **6-7.3 Original invoice is to be sent for verification to:**

Public Works and Government Services Canada  
Acquisitions, Marine  
401 - 1230 Government Street  
Victoria, B.C., V8W 3X4      Attention: Dave Castle

## **6-8 Certifications**

### **6-8.1 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.

### **6-8.2 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.

## **6-9 Applicable Laws - Contract**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_. **(To be completed by the Contracting Authority at Contract Award)**

## **6-10 Priority of Documents**

If there is a discrepancy between the wordings 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.

1. Articles de convention;
2. Conditions générales 2010A -General Conditions - Goods (Medium Complexity)
3. Annexe A – Énoncé des travaux;
5. Annexe C – Inspection/Assurance de la qualité/Contrôle de la qualité;
6. la soumission de l'entrepreneur en date du \_\_\_\_ (indiquer la date de la soumission) (si la soumission a été clarifiée ou modifiée, indiquer au moment de l'attribution du contrat : « clarifiée le \_\_\_\_ » **ou** « comme modifiée le \_\_\_\_ » et insérer la ou les dates de la ou des clarifications ou modifications à la soumission.

**6-11 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 **five (5) 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.

**6-12 SACC Manual Clauses**

Reference	Title	Date
A9055C	Scrap and Waste Material	2010-08-16
A0285C	Worker Compensation	2007-05-25

## ANNEX A – STATEMENT OF WORK

FISHERIES AND OCEANS CANADA  
Fabricate Fiberglass Pontoons  
2015

Section 01 11 00  
SUMMARY OF WORK  
Page 1

### Section 01 11 00 – Summary of Work

#### Part 1 General

##### 1.1 RELATED REQUIREMENTS

- .1 Section 00 10 00 – Schedule of Quantities and Prices
- .2 Section 35 51 23 – Pontoons

##### 1.2 DEFINITIONS

- .1 Throughout contract documents, the words "Owner," "Contracting Authority," "Harbour Authority," "Contractor," "Engineer," or "Department," shall be defined as follows:
  - .1 Owner and Contracting Authority  
Small Craft Harbours Program of the Department of Fisheries and Oceans, 200-401 Burrard Street Vancouver B.C. V6C 3S4
  - .2 Engineer/Departmental Representative  
An employee of the Owner or Engineer assigned by the Owner as the Engineer for this project, or the Engineer's representative assigned by the Engineer as his representative for the project.
  - .3 Contractor  
The party accepted by the Owner with whom a formal contract is entered to complete the work of this project.
  - .4 Department  
The Department of Fisheries and Oceans, Canada.

##### 1.3 DRAWINGS

- .1 Fiberglass Pontoon Frame

##### 1.4 LOCATION

- .1 Throughout BC

##### 1.5 WORK COVERED BY CONTRACT DOCUMENTS

- .1 Work covered in this section comprises of the supply and fabrication of fiberglass pontoons and delivery to French Creek Small Craft Harbour, British Columbia.
- .2 Delivery of work shall be no later than September 4th, 2015.
- .3 All materials shall be supplied by the contractor.



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SUMMARY OF WORK  
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- .5 Contractor is responsible for successful delivery of the pontoons to the Project Sites and that no delays to the project or costs to the Owner are incurred in the process.
- .6 The work generally consists of, but is not limited to the following, as itemized in the Section 00 10 00 - SCHEDULE OF QUANTITIES AND PRICES.

#### 1.6 Scope of Work

- .1 **Fabricate Fiberglass Pontoon**  
The work to be carried out under this item includes all labour, materials and equipment for the supply of fiberglass pontoons. The work generally consists of, but is not limited to the following:
  - .1 The unit cost for this item shall include the supply of materials, equipment, tools, services, labour and all things necessary to complete the following:
    - .1 Assemble three hundred timber (300) pontoon frame units as per drawings.
    - .2 Apply fiberglass coating to three hundred (300) pontoon units as per Section 35 51 23 - Pontoon.
    - .3 Thirty (30) pontoon units shall be temporarily stored at the proponents yard up to 60days.
- .2 **Freight to French Creek**  
The lump sum cost for this item shall include the supply of materials, equipment, tools, services, labour and all things necessary to complete the following:
  - .1 Delivery of three hundred (300) Pontoon to the French Creek Harbour  
Harbour Authority of French Creek  
1055 Lee Road  
Parksville, BC  
V9P 2E1  
Attn: Julie Blood 250-248-5051
  - .2 The contractor shall give the Departmental Representative at least two weeks' notice before the delivery of the modules to site.

#### 1.7 DOCUMENTS REQUIRED

- .1 Maintain at job site, one copy each document as follows:
  - .1 Contract Drawings, Specifications and any Addenda.
  - .2 Change Orders and other Modifications to Contract.
  - .3 Copy of Approved Work Schedule.
  - .4 Health and Safety Plan and Other Safety Related Documents.
  - .5 All regulatory permits required for the work
  - .6 Associated Best Management Practices documentation.



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**Part 1 General**

**1.1 RELATED SECTIONS**

- .1 Section 00 10 00 – Schedule of Quantities and Prices
- .2 Section 01 11 00 – Summary of Works

**1.2 MEASUREMENT PROCEDURES**

- .1 Measurement will be based on number of pontoons supplied.

**1.3 REFERENCES**

- .1 Canadian Plywood Association (CANPLY)
  - .1 Plywood Handbook-2002.
- .2 Canadian Standards Association (CSA International)
  - .1 CSA B111-1974(R2003), Wire Nails, Spikes and Staples.
  - .2 CSA O112 Series-M1977(R2006), CSA Standards for Wood Adhesives.
  - .3 CSA O121-M1978(R2003), Douglas Fir Plywood.
- .3 National Lumber Grades Authority (NLGA)
  - .1 NLGA Standard Grading Rules for Canadian Lumber (Interpretation Included) - December, 2005.
- .4 The Engineered Wood Association (APA)

**1.4 REFERENCE DRAWINGS**

- .1 Fiberglass Pontoon Frame

**1.5 SUBMITTALS**

- .1 Product Data: submit manufacturer's printed product literature, specifications and datasheet.
- .2 Manufacturer's Instructions: submit manufacturer's installation instructions.

**Part 2 Products**

**2.1 MATERIALS**

- .1 Lumber:
  - .1 Lumber to be graded and stamped in accordance with applicable grading rules and standards of associations or agencies approved to grade lumber by Canadian Lumber Standards Accreditation Board of CSA.
  - .2 Species: Douglas Fir.
  - .3 Grade: Structural No. 1 or better (kiln dried)
  - .4 Grading: authority NLGA.

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- .2 Glue: to CSA O112 Series. Frame joints to be glued with waterproof cold setting resorcinol or phenol resorcinol resin adhesive or equivalent marine grade glue.
- .3 Plywood:
  - .1 Douglas Fir plywood: to CSA O121.
  - .2 Grade: solid two sides.
  - .3 Thickness: 13 mm.
  - .4 Grading authority: CANPLY Plywood Handbook.
- .4 Fasteners: Stainless steel wood screws, and hot dip galvanized spikes, staples to CSA B111.
- .5 Glass fibre exterior coating:
  - .1 Glass fibre cloth: 340 g/m<sup>2</sup> fabric.
  - .2 Polyester resin: general purpose, air dry type.
  - .3 Do not use colouring additives in resins.
  - .4 Final finish coat: gel coat resin.
- .6 Pump hole: cast bronze, stainless steel or UV stable plastic suitable for marine use.
  - .1 Deck fitting: 76 mm inside diameter.
  - .2 Plug: screw type with two key holes.
  - .3 Plug threads: to be greased before placing. Leave plugs loose during shipment.

## 2.2 FABRICATION

- .1 Overall dimensions of finished pontoon: length 2400 mm, breadth 1169 mm and height 635 mm.

## Part 3 Execution

### 3.1 CONSTRUCTION

- .1 Manufacturer's Instructions: comply with manufacturer's written recommendations or specifications, including product technical bulletins, handling, storage and installation instructions, and datasheet.

### 3.2 FRAME

- .1 Construct frame in accordance with details as indicated.
- .2 Secure each joint by gluing each contact surface and fastened with #8 stainless steel wood screws.

### 3.3 SHEATHING

- .1 Sheath frame with single sheets of 13 mm plywood.

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- .2 Secure sheathing to frame with glue and #8 38 mm stainless steel wood screws at 152 mm centres.
- .3 Use filler as reviewed by Departmental Representative.
  - .1 Use glue and filler to fill and eliminate minor imperfections between frame and sheathing. Fill and sand smooth imperfections in surfaces.
- .4 Round edges to 16 mm radius as long as this radius is suitable for glassing the specified weight of cloth tape and sheathing.

### 3.4 EXTERIOR COATING

- .1 Cover exterior surfaces of pontoon with layer of glass fibre cloth impregnated with polyester resin. Chopped fibre glass will not be permitted.
- .2 Method of application of cloth and resin to ensure that bond between coating and plywood is stronger than bond between plywood layers when tested to failure.
- .3 Minimum thickness of finished coating: 1.6 mm.
- .4 Cover surfaces of cloth must be completely penetrated with resin and exceed minimum thickness where necessary to achieve full cover.
- .5 Do not apply resin when temperature is below 10 degrees C or when plywood has moisture content in excess of 8% by mass.
- .6 Overlap glass cloth at joints: 51 mm minimum.
- .7 Do not make joints in glass cloth parallel to and within 51 mm of any edge.
- .8 Use two plies of glass cloth on pontoon edges and carry extra ply at least 51 mm from edges.
- .9 Work out air bubbles, cloth wrinkles, resin runs, and foreign material.
- .10 Sand surface lightly and inspect for air bubbles, pin holes and resin runs after resin surface is thoroughly dry.
  - .1 Sand out such imperfections completely.
  - .2 Patch with glass cloth and resin to cover area two times size of imperfection.
- .11 Apply two final coats of hard setting clear finish coat to surfaces of pontoon.
- .12 Site Tolerances: plus or minus 25 mm on overall dimensions.

### 3.5 INTERIOR FINISHING

- .1 Prior to installing the top plywood plate, apply one coat of resin in the interior of the pontoon.
- .2 Install one piece of polystyrene foam minimum 300 mm<sup>2</sup>, inside the pontoon prior to attaching the top plywood plate.

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**3.6 FIELD QUALITY CONTROL**

**.1 Site Tests/Inspections:**

- .1** Provide Departmental Representative with minimum of 5 days notice of date of beginning Work on pontoons and provide access to Work for inspection.
- .2** Pontoons constructed in whole or in part without inspection will not be accepted.
- .3** Final inspection of pontoon will be made in place.
- .4** Evidence of water in pontoon regardless of amount will be cause for rejection.

**END OF SECTION**



## ANNEX B - DETAILED FINANCIAL PRESENTATION SHEET

Table 6.6.1 Table

<b>a.</b>	<b>Known Work</b> For work as stated in Part 6 .2 and as detailed in Annex A for a FIRM PRICE of:	\$ _____
<b>b.</b>	<b>Delivery to destination, QTY: 300 Fiberglass Pontoon (DDP- Incoterms 2000) to: Parksville , British Columbia</b> for a FIRM PRICE of:	\$ _____
<b>d.</b>	<b>Total Firm Price (a+b)</b> For a FIRM PRICE of: Customs duties are included and applicable taxes are extra :	\$ _____

### B-1 Price for Evaluation

The price of the bid will be evaluated in Canadian Dollars, Delivery Duty Paid (DDP) to the destination stated in Article 6-4.2 (Incoterms 2000) for Goods. Applicable taxes are excluded.

### B2 Delivery

**All floating pontoons** must be delivered to the final Destination on or before **4 September 2015**.

## **ANNEX C - INSURANCE REQUIREMENTS**

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
  - (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program).
  - (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - (l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - (m) 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

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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.



Solicitation No. - N° de l'invitation

F1571-155014/A

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

F1571-155014

Amd. No. - N° de la modif.

File No. - N° du dossier

XLV-5-38040

Buyer ID - Id de l'acheteur

XLV166

CCC No./N° CCC - FMS No./N° VME

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## ANNEX D - BIDDERS' QUESTIONS AND CANADA'S RESPONSES

Solicitation # F1571-155014

### **REQUIREMENT: Fabrication and Delivery of Qty: 300 Fibre glass Pontoons for Small Craft Harbour**

*To be completed as required during the bid solicitation period.*

Item	Spec-ITT description	Questions	Answers

Solicitation No. - N° de l'invitation

F1571-155014/A

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

F1571-155014

Amd. No. - N° de la modif.

File No. - N° du dossier

XLV-5-38040

Buyer ID - Id de l'acheteur

XLV166

CCC No./N° CCC - FMS No./N° VME

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## **ANNEX E - INFORMATION REQUIRED FOR INTEGRITY PROVISIONS VERIFICATION**

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;

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

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

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

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

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