



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À :**

Transport Canada
Tender Reception
Business Centre, Ground Floor
Tower "C", Place de Ville
330 Sparks Street
Ottawa, Ontario K1A 0N5

**BID SOLICITATION
DEMANDE DE SOUMISSIONS**

The Bidder offers to provide to Canada the goods, services or both listed in the bid solicitation in accordance with the conditions set out in the bid solicitation and at the prices set out in the bid.

This bid solicitation is issued in accordance with the conditions of Supply Arrangement No. E60ZN-13TSPS . Only suppliers who are pre-qualified and have been issued a supply arrangement at the time this bid solicitation is issued are eligible to bid.

Le soumissionnaire offre de fournir au Canada les biens, services ou les deux énumérés dans la demande de soumissions aux conditions prévues dans la demande de soumissions et aux prix indiqués dans la soumission.

Cette demande de soumissions est émise conformément aux conditions de l'arrangement en matière d'approvisionnement numéro

E60ZN-13TSPS . Seuls les fournisseurs qui sont pré-qualifiés et auxquels un arrangement en matière d'approvisionnement a été émis au moment où cette demande de soumissions est émise peuvent présenter une soumission.

Solicitation No - N° de la demande T8080-150235	Amendment No - N° de modification
Solicitation closes - La demande prend fin at - à 14:00 on - le 2015-10-15	File No. - N° de dossier

Date of Solicitation - Date de la demande 2015-09-30	
Address inquiries to - Adresser toute demande de renseignements à : peggy.miller@tc.gc.ca	
Area code and Telephone No. Code régional et N° de téléphone 613-991-2258	Facsimile No. N° de télécopieur
Destination Tower C, Place de Ville 330 Sparks Street Ottawa, Ontario K1A 0N5	

**Instructions:
Municipal taxes are not applicable.**

Unless otherwise specified in the bid solicitation, all prices quoted must be net prices in Canadian funds including Canadian customs duties, excise taxes, and must be FOB, including all delivery charges to destination(s) as indicated. The amount for Applicable Taxes is to be shown as a separate item.

**Instructions:
Les taxes municipales ne s'appliquent pas.**

Sauf indication contraire dans la demande de soumissions, tous les prix indiqués doivent être des prix nets, en dollars canadiens, comprenant les droits de douane canadiens, la taxe d'accise et doivent être FAB, y compris tous frais de livraison à la (aux) destination(s) indiquée(s). Le montant des taxes applicables doit apparaître séparément.

Delivery required - Livraison exigée	Delivery offered - Livraison proposée
Supplier Name and Address - Nom et adresse du fournisseur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of supplier (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'impression)	
Signature	Date

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements NO security requirements

1.2 Statement of Work The Work to be performed is detailed in annex A.

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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.4 Trade Agreements

"The requirement is not subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), or the Agreement on Internal Trade (AIT)."

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 (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

"Subsection 3 of Section 01 Integrity Provisions - Bid of the Standard Instructions 2003 incorporated by reference above is deleted in its entirety and replaced with the following:

3. List of Names

- a. Bidders who are incorporated or who are a sole proprietorship, including those bidding as a joint venture, have already provided a list of names of all individuals who are directors of the Bidder, or the name of the owner(s), at the time of submitting an arrangement under the Request for Supply Arrangement (RFSA).
- b. These Bidders must immediately inform Canada in writing of any changes affecting the list of directors during this procurement process.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 120 days

2.1.1 SACC Manual Clauses

B6802C (2007-11-30) **Government Property**
B4029T (2014-06-26) **Requirement - Marine - Bid**

- a) The docking, maintenance and alterations of the Department of Transport's vessel MV Princess of Acadia in accordance with the Requirement at Annex A
- b) any approved unscheduled work not covered in the above paragraph (a).

2.2 Submission of Bids

Bids must be submitted only to Transport Canada's (TC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

2.3 Former Public Servant

awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c. C-17, the *Defence Services Pension Continuation Act*, 1970, c. D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c. R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c. R-11, the *Members of Parliament Retiring Allowances Act*, R.S. 1985, c. M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 7 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.

2.5 Applicable Laws

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

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 (4 hard copies)

Section II: Financial Bid (2 hard copies)

Section III: Certifications (1 hard copies)

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

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

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

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

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

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

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

4.1.1.1 Mandatory Technical Criteria

Number	Description of Criterion	Met	Not Met	Cross Reference
MT1	The bidder has been responsible for care, custody and control of two comparable (in excess of 5000 GT) vessels in the past and has provided references.			8.3
MT2	The bidder has been responsible for the movement (by tow or vessel's own power) of two comparable			8.2

	vessels (in excess of 5000 GT) in the past and has provided references.			
MT3	The bidder has three years' experience dealing administratively with marine regulatory bodies and port/harbour authorities and has provided references.			3
MT4	The bidder has identified a suitable winter layup berth for the POA for the contract period: <ul style="list-style-type: none"> - Sheltered harbour; - Adequately equipped dock with proper bollards; - Shore power availability; - Telephone connection availability. 			8.1
MT5	The bidder can provide a proper vessel gangway and a heavy duty oil containment boom (during any period the port is free of ice) and the resources and equipment to install/deploy.			8.1
MT6	The bidder has identified qualified resources that are required to complete the specified winter layup work (winterizing) on board the vessel: <ul style="list-style-type: none"> - Qualified Marine Engineers - possession of TC 2nd Class Motor Certificate of Competency issued under the Canada Shipping Act); - Qualified Engine Room Ratings and/or other marine workers with a minimum of 2 years experience. 			8.3
MT7	The bidder has identified the qualified resources (Qualified Engine Room Ratings and/or marine workers with a minimum of 2 years experience) that are required to maintain all services and equipment during the winter layup period.			8.3
MT8	The bidder has identified the qualified resources (Qualified Engine Room Ratings and/or marine workers with a minimum of 2 years experience) that are required to maintain security and surveillance of the vessel during the period of the contract.			8.3
MT9	The bidder has identified the qualified resources (licensed alarm company operator) that are required to maintain 24 hours alarm monitoring for the vessel during the period of the contract.			8.3
MT10	The bidder has identified the qualified personnel (Qualified Engine Room Ratings and/or marine workers with a minimum of 2 years experience) that are required to provide the service of "first responder" to alarm call outs (24 hour basis).			8.3
MT11	The bidder has provided proof of possession of Public Liability, Worker's Compensation and Pollution Insurance.			5

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price

4.2 Basis of Selection

4.2.1 Basis of Selection - Mandatory Technical Criteria

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 AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional 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 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 will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

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

5.1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions – List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of contract award.

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 Requirements

6.1.1 There is no security requirement applicable to this Contract.

6.2 Statement of Work

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

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

[2010B](#) (2015-09-03), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2016 inclusive

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Peggy Miller
Title: Contracting Specialist
Transport Canada

Address: 330 Sparks Street Ottawa ON

Telephone: 613-991-2258

E-mail address: peggy.miller@tc.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 Project Authority

At Contract Award

The Project Authority for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone : _____

Facsimile: _____

E-mail address: _____

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

6.5.3 Contractor's Representative –At contract award

6.7 Payment

6.7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B , to a limitation of expenditure of \$_____. Customs duties are excluded and Applicable Taxes are extra.

6.7.3 Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. 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;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

6.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is

completed.

2. Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

6.9 Certifications

6.9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional 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 additional 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.

6.10 Applicable Laws

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

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2015-09-03) [General Conditions - Professional Services \(Medium Complexity\) \(2015-09-03\) 2010B](#);
- (c) Annex A, Statement of Work;
- (d) the Contractor's bid dated _____.

ANNEX "A"

Statement of Work Care, Custody and Control – Cold Iron Winter Layup & Berthing of the *MV Princess of Acadia*

1. Background

Transport Canada (TC) has purchased a replacement vessel for the *MV Princess of Acadia* (POA) which was used to provide a ferry service between Digby, Nova Scotia and Saint John, New Brunswick. The replacement vessel entered service in July 2015 rendering the POA as being surplus to operational requirements.

Pending disposal there is a requirement for a contractor to assume care, custody and control of the vessel. This undertaking will include moving, layup (winterizing), berthing, and maintaining the security and safety of the vessel.

The vessel is to be berthed in a suitable port located in the eastern Canada (Quebec, New Brunswick, Prince Edward Island, Nova Scotia & Newfoundland) during the period October 31st, 2015 to March 31st, 2016.

2. Reference

The POA was constructed at Saint John Shipyard in 1971 as a purpose built ferry providing service between Saint John and Digby. The specifications of the vessel are:

Length Overall	146.31 meters
Length BP	134.14 meters
Breadth Ext (over fenders)	20.53 meters
Breath Moulded	20.12 meters
Draft	4.65 meters
GT	7012 tons
DWT @ draft	2093 tons
Official #	331571
IMO#	7039567
Main Engines	4 x 2144 kW
SS Generators	3 x 650 kW, 480 VAC, 3 Phase, 60 hz
Emergency Generator	200 kW, 480 VAC, 3 Phase, 60 hz
Shore Power	225 kVA, 480 VAC, 270 amps, 3 Phase (cable connection located at the after end of the vessel)

The TC shall make available to the contractor the relevant documentation and drawings if available upon the request of the contractor. These drawings will include but are not limited to the vessels: Mooring Diagram, Capacity Plan, Arrangement Drawing, Sounding Pipe Arrangement.

3. Scope

The contractor is to identify a safe and secure winter layup berth for the POA winter berthing that is located in a protected port on the east coast of Canada. The contractor is to be responsible for making all administrative arrangements and acquiring all permissions and securities required by the local port authority for winter layup of the POA at the identified winter berthing location.

The winter layup berth is to be sheltered and have adequate water at low tide to accommodate the POA draft of 4.65 meters. The identified pier for berthing is to have suitable facing and be equipped with proper fenders. The bollards located on the pier are to be of adequate size, strength and location so as to accommodate the POA and meet the requirements specified in the vessels Mooring Plan. The contractor is responsible for relocating the POA from its temporary berth located at the Foot of Parker Street (former CCG Base), Dartmouth, Nova Scotia to its winter layup berth. The contractor shall determine the means and method to be utilized to relocate the vessel (tow or vessels own power). It is the responsibility of the contractor to provide all necessary certification, crewing, and equipment required for the vessel move.

The contractor is responsible for making all administrative arrangements and securing all necessary certificates required to ensure the safe and proper relocation of the POA from the Foot of Parker Street, Dartmouth, Nova Scotia to the identified winter berthing location.

The winter layup berth identified for the POA must be equipped with a shore power connection capable of supplying the vessel as per the electrical specifications stated in the SOW.

The contractor is responsible for care and custody of the vessel and is to monitor and maintain the safety and security of the POA in all regards while the vessel is located at the winter layup berth for the specified period from October 31, 2015 to March 31, 2016.

TC shall provide the successful contractor with a written status report for the POA upon award of the contract. The report will provide full information on the status of the vessels tanks, bilges, voids, equipment, systems, valves, electrical circuit breakers etc. as left by the ship operator when the vessel was secured at the Foot of Parker Street, Dartmouth, Nova Scotia.

TC shall provide the contractor with the name and contact information of a Responsible Person ashore otherwise referred to as the Technical Authority (TA) representing the ship owner.

4. Requirements/Description of Work

4.1 Mooring of the Vessel

The contractor is to provide resources capable of receiving and securing the vessels lines at the winter layup berth. The contractor is to properly secure the vessel using ship supplied mooring lines as per the vessels Mooring Plan and making allowances for wind and tidal range. The contractor is to supply and install chafe protection to the mooring lines as required to maintain their integrity.

The contractor is to provide properly rigged emergency tow off pennant systems (ETOP) or "fire wires" at the offshore bow and stern such that the vessel can be moved from her berth by tug boats if required in an emergency.

The contractor is required to provide and to properly rig and secure an access gangway with arrangements that take into account tidal action. This arrangement and fitting of the gangway is to comply with Part 2 of the *Canada Labour Code*, the *Maritime Occupational Health and Safety Regulations* as well as the *Safe Working Practices Regulations*.

4.2 Electrical Power Supply

The contractor is to arrange for the supply of shore power to the vessel from the berthing wharf as per the stated specifications in this section (a shore power cable is available on the vessel). The contractor is to connect the vessels shore power cable to the shore supply and ensure that the voltage and phase rotation is correct before energizing the vessels mains.

The contractor is to ensure that the shore power cable between the vessel and the wharf is properly supported and protected from chafing and that allowances are made for vessel movements due to wind and tidal action.

The contractor is to be responsible for maintaining the shore power electrical connection to the POA in good condition throughout the winter layup period. Any necessary repairs or maintenance required during the contract are to be the responsibility of the contractor. Should a power outage occur due to problems with the electrical connection the contractor is to make every effort to restore power within a reasonable time period.

The contractor is responsible for monitoring the electrical supply to the vessel on a daily basis. This includes ensuring the line voltage supplied to the vessel remains as specified and that any electrical grounds that occur are isolated and repaired.

The contractor is responsible to maintain the lighting within the vessel such that the vessel can be properly inspected and security rounds can be completed in a safe and thorough manner.

4.3 Security and Surveillance

The contractor is to provide twenty four (24) hour a day security for the vessel for the duration of the contract. The security is to include inspection (visual) rounds of all of the vessel's internal compartments, mooring lines, electrical power connection and oil containment boom (requirement only during the period when the port is free of ice) at least every 24 hours. Soundings of the vessels tanks and voids are to be taken once every 7 calendar days and recorded, and in case of any visible changes in the trim and/or list of the vessel. Any anomalies discovered or encountered while taking these tank soundings are to be reported to a designated contact person provided by the ship owner (TC).

The contractor is to provide a telephone connection from for the vessel and install alarm systems (fire/flooding etc.) to be connected and monitored 24 hours/day for the duration of the contract. The contractor is to arrange for the services of a licensed alarm company to monitor the vessels status and to provide the initial on site response to any call outs or alarms emanating from the vessel. In lieu of electronic alarm monitoring the contractor is to supply on board 24 hours visual surveillance.

The contractor is to ensure that all access points to the vessel (doors, windows and sidelights, hatches) are maintained properly - closed and locked so as to prevent unauthorized access.

The vessel's gangway and access to it is to be cleared of snow and ice as required to allow for safe passage to/from the vessel. The vessels decks are to be maintained clear of snow and ice to allow for safe passage to areas required to be accessed to maintain the security of the vessel.

4.4 Oil Containment Boom (requirement only during the period when the port is free of ice)

The contractor is responsible to supply, deploy, anchor and maintain (for the duration of the contract) a heavy duty oil containment boom around the moored vessel at its mooring such that any accidental discharge of oil or debris from the vessel is contained for cleanup.

The contractor is to develop a written secondary containment plan that outlines reporting requirements and clean up measures in place to deal with any accidental spills of oils or other hazardous fluids or materials that may be discharged into the water during the contract period.

4.5 Vessels Status During Winter Berthing

It is TC's decision that all systems on the vessel must be shut down, secured and isolated during the winter layup period. All systems containing water (fresh or salt) are to be drained so that damage due to freezing will not occur.

The contractor is to determine the best method to maintain the safety and security of the vessel during the winter layup – complete cold ship, cold ship with heated machinery spaces or some other combination.

Should the winter layup plan entail the use of heating appliances to be located in the machinery spaces so as to maintain the temperature above 0° C, then these appliances must be electric heaters. The contractor is required to supply, connect, maintain and monitor these heating appliances.

The contractor is to be responsible for the removal and disposal of all marine gas oil (diesel fuel) and lubricating oil from the vessel. This includes all diesel fuel and lubricants stored in the vessels permanent tanks and all material stored in separate storage containers.

The contractor is responsible for the removal and disposal of all water (fresh and salt) and sewage still remaining in the vessels tanks (ballast/portable water) and the machinery spaces bilges. The bilges in all machinery spaces are to be left in a dry condition by the contractor for the winter berthing period. This will allow their status to be easily monitored by security personnel during the period of the contract.

The contractor is to drain all of the vessels equipment, tanks, boilers, piping, heat exchangers etc. that are designed or allocated to normally contain water (salt or fresh).

The contractor is to close and/or otherwise secure all of the vessels sea intake valves (including sea bay vent valves) and all overboard discharge valves during the winter berthing period. This vessel has five sea chests.

The vessel's Capacity Plan has the listing, capacity and location of all of the ballast, potable water, and stability tanks. The vessels sewage holding tank is a separate tank from the ship structure and it is located in the forward Shaft Compartment (frame 61 to 94). This tank is estimated to have a capacity of 30,000 liters when full.

The contractor is to keep all of the vessel's water tight doors in the closed position during the winter berthing period.

The contractor is to cover all machinery uptakes and ventilation air intakes and discharges. These coverings are to be maintained intact throughout the duration of the contract.

5. Responsibilities of the Contractor/Responsibilities of TC

The contractor is to provide proof of public liability insurance, Worker's Compensation Insurance and pollution insurance with the understanding that the POA is in the care, custody and control of the contractor solely for the purpose of storage.

The contractor shall be required to actively participate in the overall management of all activities related to the relocation and winter layup and berthing of the POA. The contractor shall be directly responsible for the effective supervision and coordination of the efforts of their personnel in order to minimize the level of effort required by TC staff.

The contractor shall be responsible for all work produced under the contract including adherence to all relevant Transport Canada Marine Safety regulations and requirements, environmental regulations, health and safety regulations, rules and good marine engineering and seamanship practices.

The contractor personnel shall make all necessary preparations in order to actively participate in any meetings convened by the Technical Authority.

All meetings will be conducted at facilities provided by TC or any third party, unless otherwise requested by the Technical Authority. In the latter case, the meeting will be conducted in the contractor's facility and the contractor shall provide all facilities, resources, etc. at no additional cost to the Government of Canada.

The contractor shall maintain a history of all meetings as well as of all incremental changes to action items and submit it to the Technical Authority when requested.

All travel related costs will be borne by the contractor and included in the bid price.

The POA is temporarily berthed at the former Maritimes Canadian Coast Guard Base located at the Foot of Parker Street, Dartmouth, Nova Scotia. The location of the vessel will be confirmed prior to the contract award.

All work is to be conducted on site (e.g. at the Contractor's place of business, POA). TC will not provide office space or work accommodations for the contractor.

Following a contract award, the Government of Canada will not consider any requests to amend the contract basis of payment to allow the contractor to recover any costs associated with a change in location of where the services are provided.

TC shall support the contractor to aid in the provision of the required services, the following information materials and assistance will be provided if available and deemed appropriate by the TA:

- All required and available documents, certificates, drawings and diagrams related to the POA;
- A vessel status report supplied by the POA operator (Bay Ferries) prepared at the termination of that companies care, custody and control agreement. This status report will contain a record of all tank and void space soundings and the condition and status of all of the vessels equipment, instruments and systems subsequent to the operator's crew departure from the vessel;
- An electronic copy of the Inventory of Hazardous Materials report required by Lloyd's Register; and
- Access to the vessel by the TA.

6. Security

The work undertaken and any subsequent documentation from this work will not relate to or result in sensitive or protected information.

7. Imposed Constraints

The personnel of the contractor providing the services shall be independent of direct control by servants of Canada and are not in any respect employees of servants of Canada.

During the performance of the contract, the contractor and the contractor's personnel shall not direct any departmental organization or any personnel of any third parties with whom Canada has or intends to contract to perform any action.

Proprietary financial and technical information may be provided to the contractor personnel in the performance of the services if the 'Non-disclosure Agreement' contained in the Request for Proposal is duly executed by the contractor personnel.

All drawings, reports, data, documents or other material provided to the contractor by the Government of Canada remains the property of Canada and will be used solely in support of this requirement. The contractor is to safeguard the preceding information and materials from unauthorized use and must not release them to any third party, person or agency without the express written permission of the TA. Such information and material must be returned to the TA upon completion of the services of when requested by the TA.

All correspondence, either initiated by the contractor personnel or by any section of the TC, must be submitted to the TA. Correspondence is defined as records of conversations or decisions as well as any written correspondence in any format.

The TA or other authorized departmental government representative shall have access at all times to the work site and the work that is being performed.

The contractor is to ensure that their personnel do not use Government of Canada or TC designations, logos or insignia on any business cards, cubicle/office signs or written/electronic correspondence that in any manner lead others to perceive contracted personnel as being an employee of the Government of Canada.

8. Deliverables

8.1 Winter Berth and Services (October 31, 2015 to March 31,2016)

8.1.1 The contractor is to identify a safe and protected harbour as per conditions outlined in the SOW with suitable dock space (wharfage) to accommodate the POA for the duration of the contract. Details of this dock space (wharfage) are to include:

- The location, pier condition including wharf facing and fendering provisions, bollard size and positions, tidal range conditions and water depths at low tide;
- The shore power supply provisions available on the wharf including voltage, phases, amperage service and shore power position;
- The security and surveillance arrangements for the vessel while it is in storage;
- Telephone connection availability for alarm call outs and provision of 24 hour monitoring of security system call outs; and
- Identity and qualifications personnel that will provide initial response to any call outs or alarms from the vessel.

8.1.2 The contractor will make the shore power connections between the vessel and the dockside facility using the ship owner supplied cable. Provisions to prevent the shore power cable chafing are to be installed by the contractor. Should the ship owner supplied shore power cable not be of sufficient length the contractor will provide a suitable cable. The contractor is responsible to maintain and provide shore power service (as per specifications in the SOW) to the vessel for the duration of the contract.

8.1.3 The contractor will make the telephone cable connections between the contractor installed vessels alarm system and the dockside facility. The cable necessary to make this connection will be supplied by the contractor. Provisions to prevent the telephone cable chafing are to be provided by the contractor. The contractor is responsible to maintain telephone call out service (as per specifications in the SOW) to the vessel for the duration of the contract.

In lieu of providing 24 electronic alarm monitoring the contractor will provide 24 hour on board visual surveillance and security for the vessel.

8.1.4 The contractor will supply, install and maintain a gangway for the vessel for the duration of the contract.

8.1.5 The contractor will supply, deploy and maintain a heavy duty oil containment boom (requirement only during the period when the port is free of ice) around the vessel for the duration of the contract. In conjunction with this requirement the contractor will produce a written plan of action (SOP) with contact information that is to be followed should there be an accidental spillage of oil or other contaminants into the harbour from the vessel.

8.2 POA Relocation to the Winter Storage Berth (October 31, 2015)

8.2.1 The contractor is to relocate the POA from the dock at the former Canadian Coast Guard Base, Foot of Parker Street, Dartmouth, Nova Scotia to the dock identified by the contractor for cold iron winter storage of the vessel as per the specifications stated in the SOW.

8.2.2 The contractor can opt to undertake this move of the POA by either of two (2) means:

- o Moving the vessel under her own power. The contractor will supply all crew members necessary to affect this move including line handlers for the dock. All

- arrangements necessary to affect this move are the responsibility of the contractor.
- Moving the vessel by the use of tug boats.

8.3 Work Required to Winterize and Maintain the POA for Safe Cold Iron Storage (October 31, 2015 to March 31,2016)

The contractor is to undertake such necessary tasks and precautions so as to protect the vessel from undue damage caused the external entry of wind, snow, ice and rain or by internal damage caused by freeze up, flooding and fire.

The contractor will:

- 8.3.1 close and/or otherwise secure all of the vessels sea water intake valves. The contractor will close and/or otherwise secure all of the vessels overboard discharge valves.
- 8.3.2 open all main circuit breakers at the main switchboard with the exception of feeders to lighting panels.
- 8.3.3 place the emergency generator control panel in the harbour or non-automatic position.
- 8.3.4 close and lock all of the vessels external doors, windows, portholes and hatches.
- 8.3.5 install stack covers on all of the machinery uptakes and install covers on all ventilation intake and discharge vents.
- 8.3.6 maintain all of the vessels watertight doors in a close position throughout the duration of the contract.
- 8.3.7 pump out and dispose of all remaining ballast water from the vessels ballast, heeling and stabilization tanks.
- 8.3.8 pump out and dispose of all remaining fuel and lubricating oil from the vessels tanks.
- 8.3.9 pump out and dispose of all remaining fresh water from the vessels potable water tanks.
- 8.3.10 pump and dispose of sewage from the vessels sewage holding tank.
- 8.3.11 drain fresh and salt water from all systems, tanks, pumps and other equipment on the vessel:
 - Main engines and ship service generators jacket water cooling systems (fresh & sea water side);
 - Sanitary and portable water systems;
 - Drencher systems;
 - Boilers and steam heating system;
 - Oily water separator equipment and bilge water holding tank;
 - Reduction gearbox cooling water systems;
 - Ballast, bilge, fire, drencher, general service pumps and systems;
 - Fire mains;
 - Etc.
- 8.3.12 remove and dispose of all water/oil that has accumulated in the machinery space bilges – located in the main machinery space, forward shaft compartment, aft shaft compartment, steering gear and bow thruster compartments (following drainage of all systems). All bilges are to be in a dry condition for winter storage.

- 8.3.13 maintain the vessels exterior and interior lighting throughout the contract for the safety and security of the vessel and watch personnel.
- 8.3.14 maintain the dock area in way of the gangway, the gangway and external decks (necessary to monitor vessel lines and cable connections) clear of ice and snow for the duration of the contract.
- 8.3.15 maintain a visual inspection of all internal spaces of the vessel, mooring lines, oil containment boom (requirement only during the period when the port is free of ice) shore power and telephone cable connections are made once every 24 hours.
- 8.3.16 take tank soundings of all ballast tanks and voids once per week, and in case of any visible changes in the trim and/or list of the vessel.

9. Project Schedule

October 31, 2015 to March 31, 2016.

10. Basis of Payment

Payments will be made on a monthly basis upon receipt on an invoice for costs.

11. Continuity and Replacement of Resources

The selected contractor shall not commence any work or be entitled to any compensation for any work undertaken unless the Contract Authority has authorized the work to begin.

The selected contractor shall be responsible to ensure that all proposed personnel and other professional resources are assigned for the duration of the contract and are not replaced without due cause. In the event that a resource is to be replaced, it shall be the selected contractors responsibility to ensure that there is no negative impact on any work in progress.

If, for any reason, the designated resources for the project become unavailable the selected contractor shall immediately make available a fully qualified replacement resource to be approved by the Contract Authority. Such approval is not intended to limit the selected contractors flexibility but to ensure the use of agreed to resource levels and experience for the stated deliverables. The Contract Authority retains the right to refuse the proposed backup resources, in which case, and within a reasonable period of time, the selected contractor shall propose alternate resources. If no suitable replacement resource can be provided within a reasonable timeframe (maximum 24 hours), then the Contact Authority may elect to terminate the Contract or may elect to use an alternate method. Note that replacement resources are to be evaluated in accordance with the original evaluation.

TRANSPORT CANADA
OFFER OF SERVICES

**OFFER FOR: T8080-140296 – Records and Mail Management Services
Division of Transport Canada – National Capital Region**

OFFER SUBMITTED BY:

(Name of Company)

(Complete Address)

GST Number _____ PBN Number _____

Telephone Number: _____

Fax Number: _____

Contact Person: _____

Email Address: _____

1. The Undersigned (hereinafter referred to as “the Contractor”) hereby offers to Her Majesty the Queen in Right of Canada (hereinafter referred to as “Her Majesty”) as represented by the Minister of Transport (hereinafter referred to as “the Minister”) to furnish all necessary expertise, supervision, materials, equipment and all other things necessary to complete to the entire satisfaction of the Minister or his authorized representative, the work described in the Terms of Reference which are attached hereto as Annex “A”.
2. The Contractor hereby offers to perform and complete the work at the place and in the manner set out in accordance with the following documents:
 - (i) This Offer form marked Annex “B”, attached hereto and entitled “Offer of Services”;
 - (ii) Document marked Annex “A”, attached hereto and entitled “Terms of Reference”;
 - (iii) Document marked Appendix “J”, attached hereto and entitled “Resulting Contract Clauses”;

3. Period of Services

The Contractor hereby offers to perform the work commencing at contract award until the 31st of March 2016.

4. Cost Proposal

The Contractor hereby offers to perform and complete the work for the following tendered hourly rates.

The all-inclusive hourly rates quoted below include all expenses that may be incurred in providing the services such as profit, overhead, administrative costs, equipment and materials.

Fuel Surcharge will be addressed in this RFP and resulting contract.

The Surcharge will be based on the difference between a base price to be established at the start of the contract and the average price for the month being billed. All surcharges must be itemized separately on the monthly invoice. The surcharge could result in an increase or decrease to the monthly charges. (See Annex "A" – Section 6)

4.1 Price Table – Fixed Period of Services – 31 October 2015 to 31 March 2016

<u>Classes of Work/ Description</u>	<u>Unit of/ Measure</u>	<u>Estimated Quantity Per Period</u>	<u>Unit Price</u>	<u>Total Amount</u>
Relocation				
Winter Layup				
security	day	151		
Shore power	day	151		
Berthing and other costs	day	151		

Total = _____ (GST/HST extra)

The all-inclusive daily rates quoted above include all expenses that may be incurred in providing the services such as profit, overhead, administrative costs, courier services, equipment and materials, excluding applicable taxes.

**** NOTE: The Estimated Quantity per period is only intended to be used for the Financial Evaluation purposes only. The actual contract could have more or less than what is indicated. ****

5. Provincial Sales Tax (PST)

Federal government departments are exempt from Provincial Sales Tax under authority of licences or certificates, which will be indicated in any resulting contract. The Contractor is not relieved of any obligation to pay provincial sales taxes on taxable goods or services used or consumed in the performance of the work.

6. Federal Goods and Services Tax (GST) and Harmonized Sales Tax (HST)

The prices and rates quoted herein are not to include any provision for the Goods and Services Tax or the Harmonized Sales Tax.

7. Method of Payment

Payment for services rendered will be made upon receipt and acceptance of each deliverable by the Departmental Representative. Invoicing instructions will be provided in any contract concluded as a result of the acceptance of this offer.

8. Bidder's Declaration

- (a) The bidder declares that the bidder has not, directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay, a contingency fee to any individual for the solicitation, negotiation or obtaining of the contract if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act; and
- (b) The bidder declares that the bidder has not been convicted of an offence under section 121, 124 or 418 of the Criminal Code, other than an offence for which a pardon has been granted.

9. Signatures

The Contractor herewith submits this proposal in accordance with the requirements specified in the Request for Proposal documents.

SIGNED, SEALED AND DELIVERED this _____ day of _____, 2015

In the presence of

Per _____
NAME OF COMPANY

Per _____

(Signing Officer and Position)

(Signature of Witness)

Per _____
(Signing Officer and Position) (Signature of Witness)