

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

INVITATION TO TENDER
APPEL D'OFFRES

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

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

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

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

Comments - Commentaires

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

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

Title - Sujet Fuel Barge	
Solicitation No. - N° de l'invitation 5P438-150045/A	Date 2015-10-08
Client Reference No. - N° de référence du client 5P438-150045	GETS Ref. No. - N° de réf. de SEAG PW-\$XLV-176-6819
File No. - N° de dossier XLV-5-38009 (176)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-11-17	
Time Zone Fuseau horaire Pacific Daylight Saving Time PDT	
F.O.B. - F.A.B.	
Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Godin, Andre	Buyer Id - Id de l'acheteur xlv176
Telephone No. - N° de téléphone (250) 363-3152 ()	FAX No. - N° de FAX (250) 363-3960
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: PARKS CANADA SEE HEREIN	

Instructions: See Herein

Instructions: Voir aux présentes

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

Solicitation No. - N° de l'invitation

5P438-150045/A

Amd. No. - N° de la modif.

File No. - N° du dossier

XLV-5-38009

Buyer ID - Id de l'acheteur

xlv176

CCC No./N° CCC - FMS No/ N° VME

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TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	3
1.1 SECURITY REQUIREMENTS.....	3
1.2 REQUIREMENT	3
1.3 DEBRIEFINGS	3
1.4 TRADE AGREEMENTS.....	3
PART 2 - BIDDER INSTRUCTIONS	4
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	4
2.2 SUBMISSION OF BIDS.....	4
2.3 ENQUIRIES - BID SOLICITATION	4
2.4 APPLICABLE LAWS	4
2.5 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD.....	4
PART 3 - BID PREPARATION INSTRUCTIONS	6
3.1 BID PREPARATION INSTRUCTIONS	6
3.2 SECTION I - TECHNICAL BID	6
3.3 SECTION II - FINANCIAL BID	7
3.4 SECTION III: CERTIFICATIONS.....	8
3-5 TABLES OF BID DELIVERABLES	8
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	10
4-1 EVALUATION PROCEDURES.....	10
4-2. BASIS OF SELECTION.....	10
4-3 PUBLIC BID OPENING	10
PART 5 - CERTIFICATIONS.....	11
5.1 CERTIFICATIONS REQUIRED WITH THE BID.....	11
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	11
PART 6 - RESULTING CONTRACT CLAUSES	13
6.1 SECURITY REQUIREMENT	13
6.2 STATEMENT OF WORK.....	13
6.3 STANDARD CLAUSES AND CONDITIONS.....	13
6.4 TERM OF CONTRACT	13
6.5 AUTHORITIES	14
6.6 PAYMENT	15
6.7 INVOICING INSTRUCTIONS.....	17
6.8 CERTIFICATIONS	18
6.9 WELDING CERTIFICATION – CONTRACT.....	18
6.10 PROJECT SCHEDULE	18
6.11 PROGRESS REPORTS	19
6.12 SACC MANUAL CLAUSES	19
6.13 TRADE QUALIFICATIONS	19
6.14 QUALITY MANAGEMENT SYSTEMS	19
6.15 POST CONTRACT AWARD/PRE-PRODUCTION MEETING.....	20
6.16 MANUALS	20
6.17 INSPECTION, TEST & TRIALS	20
6.18 NOT USED - GOVERNMENT SUPPLIED MATERIAL (GSM).....	21
6.19 INSURANCE REQUIREMENTS	21

Solicitation No. - N° de l'invitation
5P438-150045/A
Client Ref. No. - N° de réf. du client
5P438-150045/A

Amd. No. - N° de la modif.
File No. - N° du dossier
XLV-5-38009

Buyer ID - Id de l'acheteur
xl176
CCC No./N° CCC - FMS No./N° VME

6.20	APPLICABLE LAWS	23
6.21	PRIORITY OF DOCUMENTS.....	24
6.22	ACCEPTANCE.....	24
ANNEX A - STATEMENT OF WORK		25
ANNEX B - DETAILED FINANCIAL BID PRESENTATION SHEET		26
APPENDIX 1 TO ANNEX B		28
ANNEX C - INSPECTION/QUALITY ASSURANCE/QUALITY CONTROL.....		29
ANNEX D - BIDDERS' QUESTIONS AND CANADA'S RESPONSES		32
ANNEX E - SUBCONTRACTOR LIST		33
ANNEX F - INFORMATION REQUIRED FOR THE VERIFICATION OF INTEGRITY PROVISIONS		34

FABRICATION AND DELIVERY OF 32 FOOT ALUMINUM FUEL BARGE FOR PARKS CANADA

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this bid solicitation.

1.2 Requirement

Parks Canada has a requirement to fabrication and delivery of an Aluminum Fuel Barge in accordance with the; Statement of Work- (SOW); Technical Statement of Requirements (TSOR) and associated drawings detailed in Annex A. and inspection as per Annex C- Inspection/Quality Assurance /Quality Control. All deliverable are to be delivered on or before March 18, 2016.

Main Dimensions

Length (moulded)	10.40m	[34'-1"]
Breadth (moulded)	4.10m	[13'-5 1/2"]
Depth (moulded)	1.20m	[4'-0"]
Design Draft	0.49m	[1'-7 3/8"]

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.

1.4 Trade Agreements

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

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-manua-l>) 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.

2.1.1 SACC Manual Clauses

B3000T, 2006-06-16, Equivalent Products
A9125T, 2007-05-25, Valid Labour Agreement

2.2 Submission of Bids

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

2.3 Enquiries - Bid Solicitation

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

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

2.4 Applicable Laws

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

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

2.5 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given

Solicitation No. - N° de l'invitation
5P438-150045/A
Client Ref. No. - N° de réf. du client
5P438-150045/A

Amd. No. - N° de la modif.
File No. - N° du dossier
XLV-5-38009

Buyer ID - Id de l'acheteur
xlv176
CCC No./N° CCC - FMS No./N° VME

consideration provided they are submitted to the Contracting Authority at least five (5) working days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:
Section I: Technical Bid (two hard copies and one soft copy on USB memory stick.)
Section II: Financial Bid (one hard copy and one soft copy on USB memory stick.)
Section III: Certifications (one hard copy and one soft copy on USB memory stick.)

Note: Bids in digital format (the soft copies) can be provided on the same USB memory stick.

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 (216mm 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:

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.

3.2 Section I - Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid must address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

The technical bid must demonstrate the vessel(s) will be fully seaworthy, operable and fit in all regards for the purposes intended.

3.2.1 Subcontractors

As part of their Technical Bid, Bidders may be called on to submit a completed Annex E Subcontractor List.

3.2.2 Vessel Construction Experience

The Bidder must provide objective evidence that it has a proven capability in the construction of vessels of the size, type and complexity which is the subject to this RFP, by providing a detailed list of such boats built within the last five (5) years.

The technical bid must also demonstrate the firm has the facilities, management and the technical expertise.

3.2.3 Naval Engineering Capability

The Bidder may be required to provide objective evidence that it has either in-house capabilities, or has a written commitment for the duration of the Contract from a qualified sub-contractor to provide marine drafting and engineering services. Qualified sub-contractor is defined as having the provided these services on similar vessel construction projects (same size, type and complexity).

3.2.4 Contractor's Quality Management System

1. The Bidder may be required to provide objective evidence that it has a Quality Assurance Program, which must be in place during the performance of the Work, and which addresses the quality control elements below.

2. The objective evidence may be in the form of a copy of the Bidder's Quality Assurance Manual which addresses these elements.

3. The Bidder may be required to also provide a minimum of one (1) samples of completed quality records used on the most recent marine vessel construction at its facility.

4. The quality control elements must include, as a minimum:

- Quality Assurance Manual or Quality Assurance Program Descriptions
- Inspection and Test Plan
- Final Inspection
- Quality Records

3.2.5 Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Part 6 - Resulting Contract Clause 6.19.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement.

Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

3.3 Section II - Financial Bid

Bidders must submit their financial bid in accordance with the Detailed Financial Bid Presentation at Annex B and Appendix 1 of Annex B.

Solicitation No. - N° de l'invitation
5P438-150045/A
Client Ref. No. - N° de réf. du client
5P438-150045/A

Amd. No. - N° de la modif.
File No. - N° du dossier
XLV-5-38009

Buyer ID - Id de l'acheteur
xlv176
CCC No./N° CCC - FMS No./N° VME

3.3.1 Exchange Rate Fluctuation

C3011T, 2013-11-06, Exchange Rate Fluctuation

3.3.2 Financial Capability

A9033T, 2012-07-16, Financial Capability

3.3.3 Unscheduled Work

Bidders must provide the information requested in Annex B, Article B-3. The unscheduled work rates will be included in the Basis of Payment but will not form part of the bid evaluation.

3.4 Section III: Certifications

Bidders must submit the certifications required under Part 5.

3-5 Tables of Bid Deliverables

3-5.1 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.

Item	Description	Completed and Attached
Section I Technical Bid		
1	Solicitation document part 1 page 1, completed and signed	<input type="checkbox"/>
Section II Financial Bid		
1	Annex B <u>Financial Bid Presentation Sheet</u> , completed	<input type="checkbox"/>
2	Appendix 1 to Annex B <u>Pricing Data Sheets</u> , completed	<input type="checkbox"/>

3.5.2 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 48 hours of the written request:

No	Part	Article	Description	Condition	Document provided
Section III- Certification					
1	Part 3	3.2	Section I - Technical Bid	48 hrs of written request	<input type="checkbox"/>
2	Part 3	3.2.1	Sub-contractor list	48 hrs of written request	<input type="checkbox"/>
3	Part 3	3.2.2	Vessel Construction Experience	48 hrs of written request	<input type="checkbox"/>
4	Part 3	3.2.3	Naval Engineering Capability	48 hrs of written request	<input type="checkbox"/>
5	Part 3	3.2.4	Contractor's Quality Management System	48 hrs of written request	<input type="checkbox"/>
6	Part 3	3.2.5	Insurance Requirements	48 hrs of written request	<input type="checkbox"/>
7	Part 6	6-5.4	Contractor representative	48 hrs of written request	<input type="checkbox"/>
8	Annex F		Annex F Information required for the Verification of Integrity	48 hrs of written request	<input type="checkbox"/>

Solicitation No. - N° de l'invitation
5P438-150045/A
Client Ref. No. - N° de réf. du client
5P438-150045/A

Amd. No. - N° de la modif.
File No. - N° du dossier
XLV-5-38009

Buyer ID - Id de l'acheteur
xl176
CCC No./N° CCC - FMS No./N° VME

			Provisions		
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Solicitation No. - N° de l'invitation
5P438-150045/A
Client Ref. No. - N° de réf. du client
5P438-150045/A

Amd. No. - N° de la modif.
File No. - N° du dossier
XLV-5-38009

Buyer ID - Id de l'acheteur
xlv176
CCC No./N° CCC - FMS No./N° VME

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.

(b) An evaluation team composed of representatives of Canada will evaluate the bids.

4-1.1 Financial Evaluation

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

4-1.2 Technical Evaluation

All technical requirements detailed in the SOR/TSOR are mandatory.

4-2. Basis of Selection

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

4-3 Public Bid Opening

A public bid opening will be held in 1230 Government Street, Victoria, BC at 14:30 PDT on the date noted on page one (1) of this bid solicitation.

PART 5 - CERTIFICATIONS

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

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

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

5.1 Certifications Required 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](#), 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.

Afin de faciliter les obligations du soumissionnaire en vertu des dispositions d'intégrité, il est suggéré que le soumissionnaire fournisse les renseignements demandés à **l'annexe F- RENSEIGNEMENTS REQUIS POUR LA VÉRIFICATION DES DISPOSITIONS RELATIVES À L'INTÉGRITÉ** avec sa soumission.

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" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada (ESDC) - Labour's website.

Solicitation No. - N° de l'invitation
5P438-150045/A
Client Ref. No. - N° de réf. du client
5P438-150045/A

Amd. No. - N° de la modif.
File No. - N° du dossier
XLV-5-38009

Buyer ID - Id de l'acheteur
xlv176
CCC No./N° CCC - FMS No./N° VME

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.

PART 6 - RESULTING CONTRACT CLAUSES

6.1 Security Requirement

There is no security requirement applicable to this Contract.

6.2 Statement of Work

Parks Canada has a requirement to fabrication and delivery of an Aluminum Fuel Barge in accordance with the; Statement of Work- (SOW); Technical Statement of Requirements (TSOR) and associated drawings detailed in Annex A. and inspection as per Annex C- Inspection/Quality Assurance /Quality Control. All deliverable are to be delivered on or before March 18, 2016.

Main Dimensions

Length (moulded)	10.40m	[34'-1"]
Breadth (moulded)	4.10m	[13'-5 1/2"]
Depth (moulded)	1.20m	[4'-0"]
Design Draft	0.49m	[1'-7 3/8"]

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

2030 2015-09-03, General Conditions - High Complexity - Goods, apply to and form part of the Contract.

6.3.2 Supplemental General Conditions

1028, 2010-08-16, Ship Construction - Firm Price, apply to and form part of the Contract.

Conduct of Work. The Supplemental General Conditions 1028, Article 02 (2010-08-16) Conduct of Work, Paragraph 1. Canadian Labour is deleted in its entirety.

Warranty. The Supplemental General Conditions 1028, Article 12 (2010-08-16) – Warranty, Paragraph 3 is deleted and replaced with the following:

The warranty periods for the vessel, from the date of its delivery to and acceptance by Canada, are:

- a) Twelve (12) months for the boat propelling machinery and auxiliaries, fittings and equipment of all kinds (excluding Government Supplied Material).
- b) Twenty four (24) months for the vessel hull and welding.

6.4 Term of Contract

6.4.1 Delivery Date

All the deliverables must be received on or before **March 18, 2016**

6-4.2 Delivery location (INCOTERM 2000 CIP)

Parks Canada
60 Second Beach Road, Skidegate BC
PO Box 37, Queen Charlotte BC V0T 1S0

Solicitation No. - N° de l'invitation
5P438-150045/A
Client Ref. No. - N° de réf. du client
5P438-150045/A

Amd. No. - N° de la modif.
File No. - N° du dossier
XLV-5-38009

Buyer ID - Id de l'acheteur
xlv176
CCC No./N° CCC - FMS No./N° VME

Attention : Marvin Pearson
Email: marvin.pearson@pc.gc.ca
Telephone: 250-559-6321
Fax : 250-559-8366

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

6.4.3 Shipping Instructions - Delivery at Destination

1. Goods must be consigned to the destination specified in the Contract and delivered CIP, Carriage and Insurance Paid, to the destination(s) listed in 6.4.2, 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.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Andre Godin
Title: Manager, Acquisitions, Marine
Public Works and Government Services Canada
Acquisitions Branch
Address: 1230 401- Government Street, Victoria B.C. V8W 3X3
Telephone: 250-216-2504
Facsimile: 250-363-3960
E-mail address: andre.godin3@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

The Technical Authority for the Contract is:

Name : Marvin Pearson
Title: Technical Services Manager
Organization: Gwaii Haanas Parks Canada
Address: 60 Second Beach Road, Skidegate BC
Telephone : 250-559-6321
Facsimile: 250-559-8366
E-mail address: marvin.pearson@pc.gc.ca
(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.

Solicitation No. - N° de l'invitation
5P438-150045/A
Client Ref. No. - N° de réf. du client
5P438-150045/A

Amd. No. - N° de la modif.
File No. - N° du dossier
XLV-5-38009

Buyer ID - Id de l'acheteur
xl176
CCC No./N° CCC - FMS No./N° VME

6.5.3 Inspection Authority

The Inspection Authority for the Contract is:

Name : Marvin Pearson
Title: Technical Services Manager
Organization: Gwaii Haanas Parks Canada
Address: 60 Second Beach Road, Skidegate BC
Telephone : 250-559-6321
Facsimile: 250-559-8366
E-mail address: marvin.pearson@pc.gc.ca

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:
General Enquiries:

Name: _____ Telephone Number: _____

Facsimile Number: _____ E-mail address: _____

Delivery Follow-up:

Name: _____ Telephone Number: _____

Facsimile Number: _____ E-mail address: _____

6.6 Payment

6.6.1 Basis of Payment (*to be completed by the Contracting Authority at Contract Award*)

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 Charge-out Rate / Material Mark-up (*to be completed by the Contracting Authority at Contract Award*)

The following rates are included in the Basis of Payment and must remain valid for the duration of the contract:

Charge-out Rate: _____

Mark-up on Materials and Sub-Contracts: 10%

6.6.3 Unscheduled Work:

a) Price Breakdown:

The Contractor must, upon request, provide a price breakdown for all unscheduled work, by specific activities with trades, person-hours, material, subcontracts and services.

b) Pro-rated Prices:

Hours and prices for unscheduled work will be based on comparable historical data applicable to similar work at the same facility, or will be determined by pro-rating the quoted work costs in the Contract when in similar areas of the vessel.

c) Payment for Unscheduled Work:

The Contractor will be paid for unscheduled work arising, as authorized by Canada. The authorized unscheduled work will be calculated as follows:

6.6.3.1 Number of hours (to be negotiated) X \$_____, being the Contractor's firm hourly charge-out labour rate which includes overhead and profit, plus net laid-down cost of materials to which will be added a mark-up of 10 percent, customs duties are included and applicable taxes are extra. The firm hourly charge-out labour rate and the material mark-up will remain firm for the term of the Contract and any subsequent amendments.

6.6.3.2 Notwithstanding definitions or usage elsewhere in this document, or in the Contractor's Cost Management System, when negotiating *Hours* for unscheduled work, PWGSC will consider only those hours of labour directly involved in the production of the subject work package. Elements of *Related Labour Costs* identified in 6.3.3.3, will not be negotiated, but will be compensated for in accordance with 6.3.3.3.

6.6.3.3 Allowance for *Related Labour Costs* such as: Management, Direct Supervision, Purchasing and Material Handling, Quality Assurance and Reporting, First Aid, Gas Free Inspecting and Reporting, and Estimating will be included as *Overhead* for the purposes of determining the *Charge-out Labour Rate* set out in clause 6.6.2

6.6.3.4 The 10% mark-up rate for materials will also apply to subcontracted costs. The mark-up rate includes any allowance for material and subcontract management not allowed for in the Chargeout Labour Rate. The Contractor will not be entitled to a separate labour component for the purchase and handling of materials or subcontract administration.

6.6.4 Payment for Fuels, Oils and Lubricants

The Contractor is responsible for the supply and cost of all fuel, lubricating oil, hydraulic oil and other lubricants sufficient for fully charging all systems as required for operating the machinery and other equipment and for performing all tests and trials.

6.6.5 Field Engineering and Supervisory Services

If Field Service Representatives (FSR) and/or Supervisory Services are required for the Work, the cost of all such services is to be included in the price for the Work.

6.6.6 Limitation of Price

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.

6.6.7 Method of Payment- Progress Payments

1. Canada will make progress payments in accordance with the payment provisions of the Contract, no more than once a month, for cost incurred in the performance of the Work, up to 80 percent of the amount claimed and approved by Canada if:
 - a. an accurate and complete claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment, and any other document required by the Contract

-
- have been submitted in accordance with the invoicing instructions provided in the Contract;
 - b. the amount claimed is in accordance with the basis of payment;
 - c. the total amount for all progress payments paid by Canada does not exceed 80 percent of the total amount to be paid under the Contract;
 - d. all certificates appearing on form [PWGSC-TPSGC 1111](#) have been signed by the respective authorized representatives.
2. The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted.
 3. Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the rights to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

6.6.8 Progress Meeting

Progress meetings, chaired by the Contracting Authority, will take place at the Contractor's facility as and when required, generally once a month. Interim meetings may also be scheduled. Contractor's attendees at these meetings will, as a minimum, be its Contract (Project) Manager, Production Manager (Superintendent) and Quality Assurance Manager. Progress meetings will generally incorporate technical meetings to be chaired by the Technical Authority.

6.7 Invoicing Instructions- Progress claim Payments

1. The Contractor must submit a claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment. Each claim must show:
 - a. all information required on form [PWGSC-TPSGC 1111](#);
 - b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
 - c. a list of all expenses;
 - d. expenditures plus pro-rated profit or fee;
 - e. the description and value of the milestone claimed as detailed in the Contract.
2. Applicable Taxes, must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.
3. The Contractor must prepare and certify one original and two (2) copies of the claim on form [PWGSC-TPSGC 1111](#), and forward it to the **Technical / Inspection** or "*Technical*" or "*Inspection*") Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place. The **Technical / Inspection** Authority will then forward the original and two (2) copies of the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.
4. The Contractor must not submit claims until all work identified in the claim is completed.

Invoicing Address:

Invoices are to be made out and sent to:

Parks Canada
Gwaii Haanas Field Unit
PO Box 37
Queen Charlotte, BC V0T 1S0
Attention: Sandra Brooks

A copy of the original invoice must be forwarded to:

Public Works and Government Services Canada

Acquisitions, Marine
401 - 1230 Government Street
Victoria, B.C., V8W 3X4 Attention: Andre Godin

6.7.1 Warranty Holdback

A warranty holdback of 3% will be applied to the claim(s) for payment. This holdback is payable by Canada upon the expiry of the warranty period(s) of twelve (12) months applicable to the Work. Goods and Services Tax or Harmonized sale Tax (GST/HST), as appropriate, is to be calculated and paid on the total amount of the claim before the 3 percent holdback is applied. At the time that the holdback is released, there will be no GST/HST payable, as it was included in the previous payments.

6.7.2 Outstanding Work Holdback

In addition to any amount held under the Warranty Holdback Clause, a holdback of twice the estimated value of outstanding work will be held until completion of the Work. Applicable Taxes will be calculated on this outstanding work holdback amount and paid at the time that the outstanding work holdback is released.

6.8 Certifications

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or 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.

6.9 Welding Certification – Contract

1. The Contractor must ensure that welding is performed by a welder certified by the Canadian Welding Bureau (CWB) in accordance with the requirements of the following Canadian Standards Association (CSA) standards:

(a) CSA W47.2-11, Certification for Companies for Fusion Welding of Aluminum division 2.1.

2. In addition, welding must be done in accordance with the requirements of the applicable drawings and specifications.

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

6.10 Project Schedule

1. The Contractor must provide a detailed project schedule to the Contracting Authority and the Technical Authority **5 days after award of Contract**. This schedule must highlight the specific dates for the events listed below.

- (a) hull materials delivered to Contractor and sustained construction commenced;
- (b) hull and deck completed, but not closed in to allow for full inspection of the structure and welding. The Contractor must supply a hard copy of the material certificates and construction drawings to the Technical/Inspection Authority one week prior to inspection by the Technical/Inspection Authority;
- (c) outfitting/electrical 75% complete but all equipment and components delivered to the Contractor and available for full inspection. The Contractor must supply a hard copy of the

- list of equipment and electrical supplies to the Technical/Inspection Authority one week prior to inspection by the Technical/Inspection Authority;
- (d) technical manuals delivered to Canada for approval (no less than 14 days prior to the planned delivery date);
 - (e) Contractor's tests and trial and final sea trials required by the SOW/TSOR;
 - (f) boat delivered to Canada for approval;
 - (g) the start and the end of the twelve (12) month warranty period.

Note: Technical Manuals will not be returned once approved.

2. The schedule is to be regularly updated and available in the Contractor's office for review by Canada's authorities to determine the progress of the Work.

6.11 Progress Reports

1. The Contractor must submit monthly reports on the progress of the Work in an electronic format to the Technical Authority and to the Contracting Authority.

2. The progress report must contain two (2) Parts:

(a) **PART 1:** The Contractor must answer the following three questions:

- (i) is the project on schedule?
- (ii) is the project within budget?
- (iii) is the project free of any areas of concern in which the assistance or guidance of Canada may be required?

Each negative response must be supported with a clarification.

(b) **PART 2:** A narrative report, brief, yet sufficiently detailed to enable the Technical Authority to evaluate the progress of the Work, containing as a minimum:

- (i) a description of the progress of each task and of the Work as a whole during the period of the report. Sufficient sketches, diagrams, photographs, etc., must be included, if necessary, to describe the progress accomplished.
- (ii) reasons for any variation from the schedule.

6.12 SACC Manual Clauses

B9035C - Progress Meetings	2008-05-12
B5007C - Procedures for Design Change or Additional Work	2010-01-11
D3015C - Dangerous Goods/Hazardous Products	2007-11-30
D0018C - Delivery and Unloading	2007-11-30
C0711C - Time Verification	2008-05-12
H4500C - Droit de Rétention- Article 427 de la Loi sur les banques	2010-01-11

6.13 Trade Qualifications

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

6.14 Quality Management Systems

1. The Contractor must have in place a Quality Assurance Program approved by the Inspection Authority during the performance of the Work which addresses the quality control elements below.

2. The quality control elements must include, as a minimum:
Quality Assurance Manual or Quality Assurance Program Descriptions
Inspection and Test Plan
Final Inspection
Quality Records

3. The Contractor's facilities may be audited by Canada, or its authorized representative, during the performance of the Work to ensure that the approved system is in place and in accordance with the foregoing requirement.

4. The Contractor will be required to submit completed quality assurance documentation with each claim for payment as applicable.

6.15 Post Contract Award/Pre-Production Meeting

Within seven (7) working days of the receipt of the contract, the Contractor must contact the Contracting Authority to determine the details of a pre-production meeting. The meeting will be held at the Contractor's plant or via telephone or video conference. The Cost of holding such a pre-production meeting must be included in the price of the bid. Please note that the travel and living expenses for Government Personnel will be arranged and paid for by the Canada.

6.16 Manuals

1. The Contractor must obtain and deliver to the Technical Authority for approval, all Data Books, Operating Instruction Books, Maintenance Manuals and Spare Parts Lists (including part numbers and ordering instructions) for all machinery and equipment fitted on the Vessel as required. These must be received no later than fourteen (14) calendar days prior to the delivery of each boat and once approved by the TA, the Contractor must provide one (1) hard copy and one (1) soft copy on read-only digital media in accordance with and as specified in the Sow Article 3.2.12.4.

2. Where manuals are examined by Canada, such examination does not relieve the Contractor of any responsibility under the Contract for ensuring the correctness of all details and adequacy of performance of the Vessel, nor does it obligate Canada to accept, in whole or in part, an item of Work completed in accordance with such manual, nor does it mean such an item of Work meets the requirements of the SOW/TSOR.

6.17 Inspection, Test & Trials

1. During Construction of the vessel, the Contractor must arrange for regular inspections and upon completion of the construction of the vessel, the Contractor must arrange trials. All Inspections and test and trials performed must be in accordance with the SOW/TSOR and the **Annex C** - Inspection/Quality Assurance/Quality Control. The Inspection Authority must approve any additional testing not specified in the SOW/TSOR.

2. The Contractor must update as required the Inspection and Test Plan (ITP) provided with its bid and submit to the Contracting Authority and the Inspection Authority seven (7) days after contract award for review and approval.

3. Once approved, any modification to the ITP must be pre-approved by the Inspection Authority. A revised ITP will be required should any modification be made.

6.18 NOT USED - Government Supplied Material (GSM)

6.19 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Articles 6.19.1 and 6.19.2 below. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

6.19.1 Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$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 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.

6.19.2 Marine Liability Insurance

1. The Contractor must obtain Protection & Indemnity (P&I) insurance that must include excess collision liability and pollution liability. The insurance must be placed with a member of the International Group of Protection and Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the Marine Liability Act, S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by Worker's Compensation as detailed in paragraph (2.) below.

2. The Contractor must obtain Worker's Compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the Territory or Province or state of nationality, domicile, employment, having jurisdiction over such employees. If the Contractor is assessed any additional levy, extra assessment or super-assessment by a Worker's Compensation Board, as a result of an accident causing injury or death to an employee of the Contractor or

subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.

3. The Protection and Indemnity insurance 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 as additional insured should read as follows: Canada represented by Public Works and Government Services Canada.
- (b) Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by **Parks Canada** and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
- (c) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
- (d) 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.
- (e) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

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

For other provinces and territories, send to:

Senior General Counsel, Civil Litigation Section, Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

4. 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.

6.20 Applicable Laws

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)

6.21 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.

1. The Articles of Agreement;
2. The Supplemental General Conditions **1028, 2010-08-16**, Ship Construction Firm Price;
3. The General Conditions **2030 2015-09-03**, Goods (High Complexity);
4. Annex A - Statement of Work;
5. Annex C - Inspection/Quality Assurance/Quality Control;
6. The Contractor's bid dated _____ (insert date of bid) (If the bid was clarified or amended, insert at the time of contract award: ", as clarified on _____" or ", as amended on _____" and insert date(s) of clarification(s) or amendment(s)).

6.22 Acceptance

1. The Inspection Authority, in conjunction with the Contractor, will prepare a list of outstanding work items at the end of the vessel's construction period. This list will form the annexes to the formal acceptance document for the vessel. A vessel acceptance meeting or telephone conference will 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.

Solicitation No. - N° de l'invitation
5P438-150045/A
Client Ref. No. - N° de réf. du client
5P438-150045/A

Amd. No. - N° de la modif.
File No. - N° du dossier
XLV-5-38009

Buyer ID - Id de l'acheteur
xlv176
CCC No./N° CCC - FMS No./N° VME

ANNEX A - STATEMENT OF WORK

PARKS CANADA

The Requirement will be available in electronic format containing the following technical data:

SOW(E)_5P438-150045_Fuel Barge_2015-09-23 Rev 0
TSOR(E)_5P438-150045_Fuel Barge_2015-09-23 Rev 0

Drawings in PDF format

14-40-086-01 Tank Plan Rev0
14-40-100-01 Structure Rev0
14-40-169-01 Bow Ramp Rev0
14-40-301-01 Electrical System Diagram Rev0
14-40-501-01 Fuel System Rev0
14-40-555-01 Fire Control Plan Rev0
14-40-582-01 Towing Rev0
14-40-600-01 GA Rev0

Solicitation No. - N° de l'invitation
5P438-150045/A
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ANNEX B - DETAILED FINANCIAL BID PRESENTATION SHEET

B-1 Proposed Work Location:

Contractor's Facility _____

B-2 Evaluation of Price

The price of the bid will be evaluated in Canadian dollars, customs duties are included and applicable taxes are extra, CIP (Incoterms 2000) to destination: *Skidegate, Gwaii Haanas, British Columbia*

a.	Known Work For work as stated in Part 1 article 1.2, specified in Annex A, for the Aluminium Fuel Barge for a FIRM PRICE of:	\$ _____
b.	Unscheduled Work <i>Labour Cost:</i> Estimated labour hours at a firm <i>Charge-out Labor Rate</i> , including overhead and profit: 100 person hours X \$_____ per hour for a PRICE of: See articles B-3 and B3.1 below.	\$ _____
c.	Delivery to destination, CIP, (Incoterms 2000) to: Skidegate, British Columbia for a FIRM PRICE of:	\$ _____
d.	EVALUATION PRICE [a + b +c] For an EVALUATION PRICE of: customs duties are included and applicable taxes are extra	\$ _____

B-3 Unscheduled Work

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

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

The firm hourly *Charge-out Labour Rate* and the material mark-up will remain firm for the duration of the Contract and any subsequent amendments."

B-3.1 Notwithstanding definitions or useage elsewhere in this document, or in the Bidder's Cost Management System, when negotiating *Hours* for unscheduled work, PWGSC will consider only those hours of labour directly involved in the production of the subject work package.

Elements of *Related Labour Costs* identified in B-3.2 will not be negotiated, but must be included within the *Charge-out Labour Rate*. It is therefore incumbent upon the Bidder to enter values in the above table which will result in fair compensation, regardless of the structure of their Cost Management System.

B-3.2 Allowance for *Related Labour Costs* such as: Management, Direct Supervision, Purchasing and Material Handling, Quality Assurance and Reporting, First Aid, Gas Free Inspecting and

Solicitation No. - N° de l'invitation
5P438-150045/A
Client Ref. No. - N° de réf. du client
5P438-150045/A

Amd. No. - N° de la modif.
File No. - N° du dossier
XLV-5-38009

Buyer ID - Id de l'acheteur
xlv176
CCC No./N° CCC - FMS No./N° VME

Reporting, and Estimating must be included as *Overhead* for the purposes of determining the *Charge-out Labour Rate* entered in line B-2b and Article B-3 above.

B-3.3 A 10% mark-up rate will be allowed for materials and this rate will also apply to subcontracted costs. The mark-up rate includes any allowance for material and subcontract management not allowed for in the Chargeout Labour Rate. A separate labour component for the purchase and handling of materials or subcontract administration is not allowable.

B-4 Boat Delivery Proposal

The delivery of the barge and all deliverable to destination by the Contract is desired for March 18, 2016.

Solicitation No. - N° de l'invitation
5P438-150045/A
Client Ref. No. - N° de réf. du client
5P438-150045/A

Amd. No. - N° de la modif.
File No. - N° du dossier
XLV-5-38009

Buyer ID - Id de l'acheteur
xlv176
CCC No./N° CCC - FMS No./N° VME

APPENDIX 1 TO ANNEX B

To obtain the PDS the Bidder must make a request in writing to the Contracting Authority identified in Article 7-5.1.

5P438-150045 Parks Canada Fuel Barge PDS.xls

ANNEX C - INSPECTION/QUALITY ASSURANCE/QUALITY CONTROL

1. Conduct of Inspection

- (a) Inspections will be conducted in accordance with the ITP provided and accepted by the Inspection Authority and as detailed in this Annex.
- (b) The Contractor must provide its own staff or subcontractors to conduct inspections, tests and trials; excepting that Technical Authority or Inspection Authority personnel may be designated in the specifications, in which case the Contractor must ensure that its own staff are provided in support of such inspection/test/trial.
- (c) As applicable, the Contractor must ensure that the required conditions stated in the specification prevail at the commencement of, and for the duration of, each inspection/test/trial.
- (d) The Contractor must ensure that personnel required for equipment operation and records taking during the inspection/test/trial are briefed and available at the start and throughout the duration of the inspection/test/trial. Tradesmen or FSRs who may be required to effect minor changes or adjustments in the installation must be available at short notice.
- (e) The Contractor is to coordinate the activities of all personnel taking part in each inspection/test/trial and ensure that safe conditions prevail throughout the inspection/test/trial.

2. Inspection Records and Reports

- (a) The Contractor on the inspection record, test or trials sheets as applicable must record the results of each inspection. The Contractor must maintain files of completed inspection records.
- (b) The Contractor's Quality Control (QC) representative (and the FSR when required) must sign as having witnessed the inspection, test or trial on the inspection record. The Contractor must forward originals of completed inspection records, together with completed test(s) and/or trials sheets to the Inspection Authority as they are completed.
- (c) Unsatisfactory inspection/test/trial results, for which corrective action cannot be completed during the normal course of the inspection/test/trial, will require the Contractor to establish and record the cause of the unsatisfactory condition to the satisfaction of the Inspection Authority. Canada representatives may assist in identification where appropriate.
- (d) Corrective action to remove cause of unsatisfactory inspections must be submitted to the Contracting Authority and to the Inspection Authority in writing by the Contractor, for approval before affecting such repairs and rescheduling of the unsatisfactory inspection/test/trial. Such notices must be included in the final records passed to the Contracting Authority and to the Inspection Authority.
- (e) The Contractor must undertake rectification of defects and deficiencies in the Contractor's installation or repair as soon as practicable. The Contractor is responsible to schedule such repairs at its own risk.
- (f) The Contractor must reschedule unsatisfactory inspections after any required repairs have been completed.
- (g) Quality Control, Inspection and Test records that substantiate conformance to the specified requirements, including records of corrective actions, must be retained by the Contractor for

three (3) years from the date of completion or termination of the Contract and must be made available to the Contracting Authority and to the Inspection Authority upon request.

3. Inspection and Trials Process

3.1 Drawings and Purchase Orders

- (a) Upon receipt of two (2) copies of each drawing or purchase order, the designated Inspection Authority will review its content against the provisions of the SOW/TSOR. Where discrepancies are noted, the Inspection Authority will formally advise all concerned, in writing using a Discrepancy Notice. The resolution of any such discrepancy is a matter for consultation between the Contractor and other Government of Canada Authorities.

3.2 Inspection

- (a) Upon receipt and acceptance of the Contractor's ITP, inspection will consist of a number of Inspection Points supplemented by such other inspections, tests, demonstrations and trials as may be deemed necessary by the Inspection Authority to permit him to certify that the work has been performed in compliance with the provisions of the specification. The Contractor must be responsible for notifying the designated Inspection Authority of when the work will be available for inspection, sufficiently in advance to permit the designated Inspection Authority to arrange for the appropriate inspection.
- (b) The Inspection Authority will inspect the materials, equipment and work throughout the project against the provisions of the specification and, where non-conformances are noted, will issue appropriate INSPECTION NON-CONFORMANCE REPORTS.
- (c) The Contract requires the implementation of a Quality Assurance/Quality Control system, so the Inspection authority must require that the Contractor provide a copy of its internal inspection report pertaining to a work item before conducting the requested inspection. If third party inspections are required by the Contract (e.g. inspections by a certified CWB 178.2 welding inspector), the reports of these inspections are required before the Work is inspected by the Inspection Authority.
- (d) The QA/QC system is a requirement, so if the documentation is presented to the Inspection Authority before an inspection stating that the Work is satisfactory but the Inspection Authority finds that the Work has not been satisfactorily inspected, the Inspection Authority must issue an Inspection Non-conformance Report against the Work and another against the failure of the Contractor's QA/QC system.
- (e) Before carrying out any inspection, the Inspection Authority must review the requirements for the Work and the acceptance and/or rejection standards to be applied. Where more than one standard or requirement is called up and they are potentially conflicting, the Inspection Authority must refer to the order of precedence in the Contract to determine the standard or requirement to be applied.

3.3 Inspection Non-conformance report

- (a) An Inspection Non-conformance report will be issued for each non-conformance noted by the Inspection Authority. Each report will be uniquely numbered for reference purposes, will be signed and dated by the Inspection Authority, and will describe the non-conformance.
- (b) When the non-conformance has been corrected by the Contractor and has been re-inspected and accepted by the Inspection Authority, the Inspection Authority will complete the Report by adding an applicable signed and dated notation.

- (c) At the end of the project, the content of all Inspection Non-conformance Reports which have not been signed-off by the Inspection Authority will be transferred to the Acceptance documents before the Inspection Authority's certification of such documents.

3.4 Tests, Trials, and Demonstrations

- (a) To enable the Inspection Authority to certify that the Work has been performed satisfactorily, in accordance with the Contract and specifications, the Contractor must schedule, co-ordinate, perform, and record all specified tests, trials and demonstrations required by the Inspection Authority and the Specifications and any additional tests and trials performed by the Contractor required by the Inspection Authority.
- (b) Where the specifications contain a specific performance requirement for any component, equipment, sub-system or system, the Contractor must test such component, equipment, sub-system or system to the satisfaction of the Inspection Authority, to prove that the specified performance has been achieved and that the component, equipment, sub-system or system performs as required by the specifications.
- (c) Tests, trials and demonstrations must be conducted in accordance with a logical, systematic schedule which must ensure that all associated components and equipment are proven before sub-systems demonstration or testing, and that sub-systems are proven before system demonstration or testing.
- (d) Where the Specifications do not contain specific performance requirements for any component, equipment, sub-system or system, the Contractor must demonstrate such component, equipment, sub-system or system to the satisfaction of the Inspection Authority.
- (e) The Contractor must co-ordinate each test, trial and demonstration with all interested parties, including the Inspection, Contracting and Technical Authorities; regulatory authorities; Classification Society; Sub-contractors; etc. The Contractor must provide the Inspection Authority and other Government of Canada Authorities with a minimum of ten (10) working days notice of each scheduled test, trial, or demonstration.
- (f) The Contractor must keep written records of all tests, trials, and demonstrations conducted required by the QA System.
- (g) The Contractor must in all respects be responsible for the conduct of all tests and trials in accordance with the requirements of the Contract.
- (h) The Contracting Authority and the Inspection/Technical Authority reserve the right to defer starting or continuing with any sea trials for any reasonable cause including but not limited to adverse weather, visibility, equipment failure or degradation, lack of qualified personnel and inadequate compliance with safety standards.

Solicitation No. - N° de l'invitation
5P438-150045/A
Client Ref. No. - N° de réf. du client
5P438-150045/A

Amd. No. - N° de la modif.
File No. - N° du dossier
XLV-5-38009

Buyer ID - Id de l'acheteur
xlv176
CCC No./N° CCC - FMS No./N° VME

ANNEX D - BIDDERS' QUESTIONS AND CANADA'S RESPONSES

Solicitation # 5P438-150045 Parks Canada

REQUIREMENT: Fabrication and Delivery 32 foot Fuel Barge for Parks Canada

To be completed as required during the bid solicitation period.

Item	Spec-RFP description	Questions	Answers

Solicitation No. - N° de l'invitation
5P438-150045/A
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ANNEX E - SUBCONTRACTOR LIST

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

Solicitation No. - N° de l'invitation
5P438-150045/A
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ANNEX F - INFORMATION REQUIRED FOR THE VERIFICATION OF INTEGRITY PROVISIONS

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

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

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

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

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

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