



RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Public Works and Government Services / Travaux
publics et services gouvernementaux
Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3
Bid Fax: (613) 545-8067

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

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

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

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

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

Comments - Commentaires

Title - Sujet Repower Diesel Scows	
Solicitation No. - N° de l'invitation 5P322-150074/A	Date 2015-11-20
Client Reference No. - N° de référence du client 5P322-15-0074	
GETS Reference No. - N° de référence de SEAG PW-\$KIN-519-6730	
File No. - N° de dossier KIN-5-44135 (519)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-12-09	Time Zone Fuseau horaire Eastern Standard Time EST
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: Choquette, Herb	Buyer Id - Id de l'acheteur kin519
Telephone No. - N° de téléphone (613) 536-4874 ()	FAX No. - N° de FAX (613) 545-8067
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: PARKS CANADA 49 Centre Street SMITH FALLS Ontario K7A2B8 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Public Works and Government Services / Travaux publics
et services gouvernementaux
Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3

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

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There are no security requirements.

1.2 Statement of Work

Parks Canada Agency requires the replacement of the diesel engine on its work barges (scows). The work must be done at the Parks Canada sites where the scows are stored for the winter. Rideau Canal Scow No.1 and No. 2 are located at the Parks Canada Agency compound 49 Centre Street, Smiths Falls, Ontario. The replacement of the diesel engine on Rideau Canal Scow No.1 must be completed by 31 March 2016. The replacement of the diesel engine on Rideau Canal Scow No. 2 must be completed by April 15, 2016.

Parks Canada Agency requires an option to replace the diesel engine on two similar scows located in Peterborough Ontario between 1 April 2016 and 31 March 2017.

The services must be provided in accordance with Annex "A" - Statement of Work attached hereto.

The period of the Contract is from Date of Award to 31 March 2017 inclusive.

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.

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) (<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.

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.

2.2.1 **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 consideration provided they are submitted to the Contracting Authority at least fifteen (15) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.3 **Former Public Servant**

Contracts 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 seven (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.

2.6 Optional Site Visit

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at 49 Centre Street, Smiths Falls, Ontario on December 3, 2015 to view the Rideau Canal Scow #1 & 2. The site visit will begin at 10:00 EST, in the foyer.

There will be a site visit at 2155 Ashburnham in Peterborough Ontario on December 3, 2015 to view Trent-Severn Scow #2. The site visit will begin at 3:00 p.m. EST, in the foyer.

There will be a site visit at Lock #28 at 4834 Highway 28 Burleigh Falls, Ontario on December 3, 2015 to view Trent-Severn Scow #1. The site visit will begin at 4:00 p.m. EST, in the foyer.

Bidders are requested to communicate with the Contracting Authority no later than 4:00 p.m. December 2, 2015 to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (1 hard copy)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

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

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

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

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

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

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.

3.1.1 Exchange Rate Fluctuation

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

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 Mandatory Financial Criteria

To be responsive the Bidder must:

- a. Provide firm unit pricing for all of the items in accordance with Annex "B", Basis of Payment, in Canadian currency.

4.1.3 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded FOB destination, Canadian customs duties and excise taxes included.

The extended item prices will be calculated by multiplying the actual or estimated usages by the corresponding Bidder's unit price or discount or markup percentage from Pricing Basis "A" of Annex "B". The evaluated price is the aggregate of all the extended item prices for all pricing periods and pricing basis.

4.2 Basis of Selection

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

PART 5 – CERTIFICATIONS

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

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

5.1 Certifications Required 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 website](#).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

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

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

PART 6 - 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

There are no security requirements.

6.2 Statement of Work

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

6.2.1 Task Authorization Process

Task Authorization:

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

Task Authorization Process:

1. The Technical Authority will provide the Contractor with a description of the task using the Task Authorization Form.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the TECHNICAL AUTHORITY within 2 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the TECHNICAL AUTHORITY has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

6.2.2 Task Authorization Limit

The TECHNICAL AUTHORITY Authority may authorize individual task authorizations up to a limit of \$50,000.00 Applicable Taxes included, inclusive of any revisions. Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

6.2.3 Canada's Obligation - Portion of the Work - Task Authorizations

Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contractor.

6.2.4 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report. The data must be submitted on a quarterly basis to the Contracting Authority. The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31; and

4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 30 calendar days after the end of the reporting period.

Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain For each authorized task:

the authorized task number or task revision number(s);
a title or a brief description of each authorized task;
the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
the start and completion date for each authorized task; and
the active status of each authorized task, as applicable.

For all authorized tasks:

the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

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 - Higher Complexity – Goods, apply to and form part of the Contract.

6.3.2 Supplemental General Conditions

1029 (2010-08-16) Supplemental General Conditions - Ship Repairs, 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 Award to 31 March 2017 inclusive.

6.4.2 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex A of the Contract under the same conditions and at the prices and/or rates

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kin519
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stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Herb Choquette
Title: Supply Team Leader
Public Works and Government Services Canada
Ontario Region
Kingston Procurement
Address: 86 Clarence Street, 2nd floor, Kingston, ON K7L 1X3

Telephone: 613-536-4874
Facsimile: 613-545-8067
E-mail address: Herb.Choquette@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.

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6.5.2 Technical Authority (to be filled out by PWGSC at Contract Award)

The Technical Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone : _____
Facsimile: _____
E-mail address: _____

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

6.5.3 Contractor's Representative (Bidder to fill in)

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail address: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment – Firm Price, Firm Unit Price(s) or Firm Lot Price(s)

For the Work described in Annex A (excluding Task Authorization work) in consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm price for a cost of \$_____ (PWGSC will insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.

For the firm price portion of the Work only, 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.

6.7.2 Basis of Payment – Firm Unit Price(s) or Firm Lot Price - Task Authorizations

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization, the Contractor will be paid the firm unit prices in accordance with Pricing Basis B of the Basis of Payment in Annex B, as specified in the authorized Task Authorization. Customs duties are included and Goods and Services Tax or Harmonized Sales 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 authorized, in writing, by the Contracting Authority or Technical Authority before their incorporation into the Work.

6.7.3 Canada's Obligation - Portion of the Work - Task Authorizations

Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contractor.

6.7.4 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$_____ (PWGSC will insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
 - d. whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.7.5 Funding by Fiscal Year

Despite the Total Estimated Cost (Limitation of Expenditure) specified in the Contract, and unless otherwise authorized in writing by the Contracting Authority, the maximum amount which may be paid for work completed in the period ending 31 March of the year specified is as follows:

- Period of 1st April 2015 to 31 March 2016 \$ _____ (PWGSC will insert the amount at contract award).
- Period of 1st April 2016 to 31 March 2017 \$ _____ (PWGSC will insert the amount at contract award).

6.7.6 SACC Manual Clauses Incorporated by Reference

H1000C (2008-05-12)	Single Payment
A9117C (2007-11-30)	T1204 - Direct Request by Customer Department
C0711C (2008-05-12)	Time Verification

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.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
 - b. a copy of the release document and any other documents as specified in the Contract;
 - c. a copy of the invoices and receipts;
2. Invoicing for work completed under Task Authorizations must include:
 - a) A completed DND626 Tasking document;
 - b) A description and breakdown of the hours or units of Work performed;
 - c) A list of the names and badge numbers of the personnel that performed the Work;
 - d) Cost of goods and services provided in the same format as in Annex B;
 - e) The area where the Work was performed; and
 - f) The date the Work was completed.
 - g) Subtotal before HST
 - h) Amount of HST
 - i) Total of invoice
 - j) HST registration number
 3. 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.
 - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

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 associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

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

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

6.10 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 2030C (2015-09-03), General Conditions - Higher Complexity – Goods;
- (c) 1029 (2010-08-16) Supplemental General Conditions - Ship Repairs;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Insurance Requirements
- (g) Annex D, to PART 5 - BID SOLICITATION
- (h) the signed Task Authorizations (including all of its annexes, if any)
- (i) the Contractor's bid dated _____ .

6.12 Insurance – Specific Requirements

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

6.13 SACC Manual Clauses Incorporated by Reference

B1501C (2006-06-16) Electrical Equipment
B1505C (2006-06-16) Shipment of Hazardous Materials
D3015C (2014-09-25) Dangerous Goods/Hazardous Products

6.14 Outstanding Work and Acceptance

1. The Inspection Authority, in conjunction with the Contractor, will prepare a list of outstanding work items at the end of the work period. This list will form the annexes to the formal acceptance document for the vessel. A contract completion meeting will be convened by the Inspection Authority on the work completion date to review and sign off the form PWGSC-TPSGC 1205, Acceptance. 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 that work is completed.
2. The Contractor must complete the above form in three (3) copies, which will be distributed by the Inspection Authority as follows:
 - a. original to the Contracting Authority;
 - b. one copy to the Technical Authority;
 - c. one copy to the Contractor

ANNEX "A" STATEMENT OF WORK



CONTENTS

BACKGROUND

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BACKGROUND

The Ontario Waterways Unit, Rideau Canal operates two work scows.

The scows work throughout the Rideau Canal system from Kingston to Ottawa.

The scows are each currently powered by a 1960's propulsion unit (Harbor Master).

The propulsion units have reached the end of their economically supportable lives.

Unscheduled down time during the operating season for maintenance cannot be tolerated.

Unscheduled down time results in increased labour and operating costs, delayed maintenance of the system's locks, navigation buoys and other infrastructure on the system.

OBJECTIVE

The Ontario Waterways Unit, Rideau Canal requires re-powering the two work scows with new propulsion units affording the same degree of manoeuvrability and control as is currently enjoyed.

This re-powering will ensure maximum efficiency and reliability of the scows.

DESCRIPTION OF SERVICES – SCOPE OF WORK

The vessels falling within this scope of work are:

Rideau Canal Scow No.1 and
Rideau Canal Scow No.2
Trent-Severn Canal Scow No.1 and
Trent-Severn Canal Scow No.2

The work on Rideau Canal Scow No.1 must be completed by 15 March 2016.

The work on Rideau Canal Scow No.2 must be completed by 15 April 2016.

It will be Canada's option to authorize the contractor to replace the engine on Trent-Severn Canal Scow No.1 and Trent-Severn Canal Scow No.2. This work must not be commenced without a Contract Amendment which authorizes the contractor to perform the work.

The Contractor must:

Provide and install one independent self-contained propulsion unit on each vessel and install all the necessary controls, monitoring systems and equipment required to render the units fully functional.

The seating arrangement currently fitted aboard the vessel may require modifications and/or repairs. The Contractor must confirm the suitability of the existing seating arrangement and [propose / make] whatever changes as may be required to ensure the secure mounting of the propulsion units and associated equipment.



Current installation of the propulsion units aboard the vessels



Power unit bed frame

Reinforcement pads on deck into which the bed frame is bolted.

Where the mounting pads need to be relocated the Contractor must remove the redundant pads and fit new pads where required.

The Contractor must seal any redundant penetrations with welded steel plate or plugs.



Current hose penetrations in scow deck.

If these prove to be unsuitable for the new installation they are to be removed and replaced with new penetrations. Where the penetrations need to be relocated the Contractor must seal the redundant penetrations with welded steel plate or plugs and fit new penetrations where required.



Vent pipe penetration through scow deck.

Vents and fuel fills in the vicinity of the engine mounting may be required to be relocated.

The Contractor must seal the redundant penetrations with welded steel plate or plugs and fit new vents and penetrations where required.

The vessel is already equipped with controls and monitoring for the existing propulsion units.

The existing controls and monitoring equipment together with the pedestal will be removed from the vessels by Parks Canada.

Disposal of the removed materials will be the responsibility of Parks Canada.

The conduits/passageways for the current control and monitoring systems may not be suited to the new systems. The Contractor must satisfy their self as to the adequacy of the conduits/passageways and [propose / make] whatever changes may be necessary. Penetrations through weather decks or the hulls or watertight bulkheads, for the passage of hoses and cables, must be fitted with sleeves compatible with the adjacent steelwork and rendered watertight where required by Transport Canada Marine Safety. The sleeves must be designed to prevent chafe of the cables and hoses passing through.

The control consoles must be mounted in the existing deckhouses forward on the port side as per the current locations.



The pedestals upon which the control consoles are mounted must be replaced with new ones suited to match the new console. The heights of the pedestals will be subject to the approval of the Parks Canada Representative.

The Contractor must verify that the deck mounting locations and structure are adequate for the installation of the new console and carry out at no additional charge whatever changes as may be required.

It is a mandatory requirement that both vessels be equipped with a magnetic compass. Magnetic compasses are currently fitted atop the existing consoles.



In the event that the new consoles are not suited to this arrangement the Contractor must propose an acceptable alternative for the mounting.

The installations must conform to the standards of Transport Canada Marine Safety.

As Fitted drawings of the new installations must be provided by the Contractor in compliance with Transport Canada

requirements.

Inspections by Transport Canada Marine Safety upon completion of the installations will be arranged by Parks Canada. Any deficiencies related to the work conducted by the Contractor and noted by TC must be rectified immediately by the Contractor at no additional charge to Canada.

CONSTRAINTS

The installations must conform to the standards of Transport Canada Marine Safety.

The installations must be performed on site at the Parks Canada compound in Smiths Falls.

The compound is secured outside of normal working hours.

Normal working hours are Monday to Friday 8.30 a.m. to 4.30 p.m. Arrangements can be made to make the compound accessible to the Contractor outside of these days and hours.

Clean up of the work site and removal of debris and superfluous materials caused by the Contractor during the course of the work will be the responsibility of the Contractor.

Standard practices in relation to clean up and disposal of waste as per Environment Canada must be adhered to.

Parks Canada does not possess as fitted drawings or plans of the vessels therefore it will be the Contractor's responsibility to inspect the vessels, take measurements and produce any installation drawings as may be necessary to properly conduct the installations.

SCHEDULE

The vessels will cease operation on the 13th of November 2015.

The Rideau Canal Scow No.1 and No.2 will be located in the Parks Canada Smiths Falls compound, 20th November 2015

Parks Canada requires that all installation work be completed on Rideau Canal Scow No.1 by March 15th 2016 and on No. 2 by April 15, 2016

The Contractor must perform contractor trials on dry land to satisfy their self that all systems are functioning properly.

Acceptance Trials must be held as soon after launch 2016 as practical. This launch date will be dependent upon the prevailing environmental and weather conditions.

One week after award of the contract the Contractor must provide a schedule to the Parks Canada Representative so that arrangements can be made for the Contractor to access the vessels.

LOCATION OF WORK

On site at the canal compound in Smiths Falls
49 Centre Street, Smiths Falls, On, K7A 3B8

DELIVERABLES

Two independent propulsion units as described in the Technical Specifications

The propulsion units must be installed as per the statement of work together with all necessary controls and ancillary equipment needed to render the units fully operational.

Upon completion of the installations both vessels will be trialed to demonstrate the functionality of the installations.

As Fitted drawings of the new installations.

For each unit a set of unit supplier's recommended spares sufficient for 600 hours of operational use.

And one set of special tools.

TECHNICAL SPECIFICATIONS

Each propulsion unit must conform to the following requirements

The engines must

Be diesel fuelled

Not more than four cylinders

Four stroke cycle

Meet Tier III NOx standards.

Have a power of not less than 63kW (85hp) and develop a thrust of not less than 860kg (1900lb) at the propeller.

Be equipped with an emergency automatic engine shut-down.

Be equipped with a block water heater.

Be equipped with an exhaust muffler with maximum rating of 92dBA at idle rpm and 96dBA at 2200 rpm.

The propeller stem length must be such that the distance from the deck to centre of the propeller must be 65".

An anti-ventilating plate must be installed above the propeller.

A lockable starter disconnect switch must be included.

The transmission must be suitable for marine use and must have oil cooled clutches.

The steering system must be hydraulic.

The range of the steering system must be through 360 degrees and must be capable of operating in the full forward mode or reverse mode at any angle throughout the range. [This is deemed necessary from a safety point of view since the vessels have to work in close proximity to rocks and dams and raceways where swift and swirling currents are encountered.]

The elevating system of the propeller stem must be hydraulic and must be capable of a full 90 degree elevation from the vertical.

The propeller stem must include an automatic emergency kick-up feature in the event of a strike on a submerged object.

The electrical system must be 12v d.c. and include as a minimum;
a battery for engine starting,
an engine starter motor,
a battery charging alternator of not less than 60Amp output and
all necessary electrical cables and wiring sized in accordance with IEEE, TP 1332, ABYC, for the application and loads.

Cooling system must be an air cooled radiator containing a liquid mix of water and manufacturer recommended anti-freeze rated for a minimum temperature of -30 degrees Celsius.

Engine controls and monitoring together with steering must be provided in a single remote control console suitable for the independent control and monitoring the supplied propulsion unit. Each console must be supplied with its own stand.

The console must include plug in cables between the console and propulsion units.

The console must be equipped with

A "joy stick" lever for steering and elevation of the propeller,

A propeller angle indicator,

A throttle/transmission lever,

engine monitoring instruments: rpm, oil pressure, coolant temperature, and voltage/ampereage,

hydraulic pressure indicator light,

start/stop switch,

hold-down system indicator lights,

A drive elevation gauge mounted in a readily visible location on the console.

The console must be finished with an epoxy paint coating.

All control connecting cables must be of sufficient length to allow control of the engine from console.

In base fuel tank capacity not less than 320 litres.

Seating and securing – the power unit must be supplied ready mounted on its own bed frame. The bed frame must be bolted to a vessel mounted seat. NOTE – the vessels are already fitted with engine seats on deck, aft. It will be the Contractor's responsibility to ensure the seating is suitable for the mounting of the power unit together with its bed frame. The modification of the engine seats will be included in the lot price.

Manuals for maintenance including a list of parts

Manuals for the operation of the units.

Manuals must be provided in pdf format on a USB key, plus one hard copy of each.

TRIALS

Upon completion of the installations the Contractor must conduct trials to satisfy their self of the functionality of the installations.

Upon completion of the Contractor Trials both vessels will undergo in-water acceptance trials to the satisfaction of the Parks Canada. The Contractor must rectify any deficiencies in a timely manner.

RESPONSIBILITIES

Parks Canada will

Provide access to the vessels,
Security on site.
Electric power
Fresh & potable water.
Washroom facilities.

The Contractor must:

Possess liability insurance and appropriate health and safety training.

inspect the vessels before commencing work,

Identify any issues and furnish proposed solutions to the Parks Canada Representative,

Provide the Parks Canada Representative access to the vessels throughout the term of the Contract.

Prepare any drawings and calculations as may be required regarding the installation for submission to the Parks Canada Representative and Transport Canada Marine Safety.

Obtain approvals as necessary from Transport Canada Marine Safety prior to commencing the installation work. In the event that approval by Transport Canada Marine Safety is not received in a timely fashion prior to installation it will be the Contractor's responsibility to make any corrections post installation as may be required by Transport Canada Marine Safety.

Solicitation No. - N° de l'invitation
5P322-150074/A
Client Ref. No. - N° de réf. du client
5P322-150074

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-5-44135

Buyer ID - Id de l'acheteur
kin519
CCC No./N° CCC - FMS No./N° VME

ANNEX "B", BASIS OF PAYMENT

All prices herein are firm net prices DDP Incoterms 2000, in Canadian Funds including Canadian customs duties, excise taxes, excluding H.S.T. All costs associated with accommodations and travelling to and from worksite are included.

Pricing Period:

Date of award to 31 March 2017

PRICING BASIS "A"

Lot price to perform work as stated in Annex A of the following scows:

- | | |
|--|----------|
| A. Rideau Canal Scow No. 1 | \$ _____ |
| B. Rideau Canal Scow No.2 | \$ _____ |
| C. Trent-Severn Canal Scow No.1 at Canada's option | \$ _____ |
| D. Trent-Severn Canal Scow No.2 at Canada's option | \$ _____ |

PRICING BASIS "B" Extra Work

Firm all-inclusive prices in Canadian currency for additional work as and when requested (Task Authorization) goods and services in beyond the Statement of Work in Annex "A".

Labour: All charges for labour must be verified by a time log signed by the Technical Authority's. The log will be kept in the Technical Authority's office or at a prearranged job site location.

Hourly Labour Rate will be \$ _____/hour

Additional Materials: This only applies to materials that are not included in other pricing included in this annex. Percentage mark-up on laid down cost of additional materials will be _____%

ANNEX "C", Insurance Requirements

Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a Contract of this nature, but for not less than \$5,000,000 per accident or occurrence and in the annual aggregate.

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) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- o) 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 acknowledgment 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

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File No. - N° du dossier
KIN-5-44135

Buyer ID - Id de l'acheteur
kin519
CCC No./N° CCC - FMS No./N° VME

For other provinces and territories, send to:

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

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

ANNEX "D" to PART 5 - BID SOLICITATION
FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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

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

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

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
 - A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

OR

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

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

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