



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

SOLICITATION AMENDMENT MODIFICATION DE L'INVITATION

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

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 Tug, Barge, & Crane Services | |
| Solicitation No. - N° de l'invitation F1705-160181/A | Amendment No. - N° modif. 001 |
| Client Reference No. - N° de référence du client F1705-160181 | Date 2017-01-22 |
| GETS Reference No. - N° de référence de SEAG PW-\$XLV-176-7173 | |
| File No. - N° de dossier XLV-6-39201 (176) | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-01-30 | Time Zone Fuseau horaire Pacific Standard Time PST |
| 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) 216-2504 () | FAX No. - N° de FAX () - |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: | |

Instructions: See Herein

Instructions: Voir aux présentes

| | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|
| Delivery Required - Livraison exigée | 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
F1705-160181/A
Client Ref. No. - N° de réf. du client
F1705-160181

Amd. No. - N° de la modif.
001
File No. - N° du dossier
XLV-6-39201

Buyer ID - Id de l'acheteur
xlvl76
CCC No./N° CCC - FMS No./N° VME

Solicitation amendment No: 1 is to promulgate:

- 1) Harmonization of the English and French language solicitations clauses and conditions. This harmonization's made various changes (deletions and additions) throughout the solicitations.

Bidders are to use the Solicitation amendment no: 1 for their bid.

TABLE OF CONTENTS

| | |
|-----------------------------------------------------------------------------------------------|-----------|
| PART 1 - GENERAL INFORMATION | 3 |
| 1.1 STATEMENT OF WORK | 3 |
| 1.2 WORK PERIOD..... | 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 |
| PART 3 - BID PREPARATION INSTRUCTIONS..... | 5 |
| 3.1 BID PREPARATION INSTRUCTIONS..... | 5 |
| PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION | 6 |
| 4.1 EVALUATION PROCEDURES | 6 |
| 4.2 BASIS OF SELECTION | 6 |
| PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION | 7 |
| 5.1 CERTIFICATIONS REQUIRED WITH THE BID..... | 7 |
| 5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION | 7 |
| PART 6 - RESULTING CONTRACT CLAUSES | 9 |
| 6.1 SECURITY REQUIREMENTS | 9 |
| 6.2 REQUIREMENT | 9 |
| 6.3 STANDARD CLAUSES AND CONDITIONS..... | 9 |
| 6.4 TERM OF CONTRACT | 9 |
| 6.5 AUTHORITIES | 9 |
| 6.6 PAYMENT | 10 |
| 6.7 INVOICING INSTRUCTIONS - PROGRESS PAYMENT CLAIM - SUPPORTING DOCUMENTATION REQUIRED | 11 |
| 6.8 CERTIFICATIONS..... | 12 |
| 6.9 APPLICABLE LAWS..... | 12 |
| 6.10 PRIORITY OF DOCUMENTS | 12 |
| 6.11 INSURANCE | 12 |
| 6.12 VESSEL CHARTER | 12 |
| 6.13 VESSEL CONDITION..... | 13 |
| 6.14 VALID LABOUR AGREEMENT | 13 |
| 6.15 CANADIAN CONTENT CERTIFICATION | 14 |
| 6.16 PROCEDURES FOR DESIGN CHANGE OR ADDITIONAL WORK | 14 |
| ANNEX A - STATEMENT OF REQUIREMENT | 15 |
| ANNEX B - FINANCIAL BID PRESENTATION SHEET (BASIS OF PAYMENT) | 16 |
| ANNEX C – INSURANCE REQUIREMENTS..... | 19 |
| ANNEX D - TENDER DELIVERABLES | 22 |

Solicitation No. - N° de l'invitation
F1705-160181/A
Client Ref. No. - N° de réf. du client
F1705-160181

Amd. No. - N° de la modif.
001
File No. - N° du dossier
XLV-6-39201

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

PART 1 - GENERAL INFORMATION

1.1 Statement of Work

The Department of Fisheries and Oceans, Canadian Coast Guard, Maritime and Civil Infrastructure requires the service of a Manned Tug and a Barge with crane for on-site work along the British Columbia Coast line, Canada. The Work to be performed is detailed under Annex A.

1.2 Work Period

The period is:

Commence: March 13, 2017;
Complete: May 19, 2017

Detailed tasking and scheduling, to be completed within the above period, is given in the Statement of Work referenced at Annex A.

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days 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

The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The 2003 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

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

2.3 Enquiries - Bid Solicitation

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

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 – one hard copy
Section II: Financial Bid – one hard copy
Section III: Certifications – one 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.

Section III: Certifications

Bidders must submit the certifications required under Part 5,

3.1.1 Mandatory Tender Deliverable Check List

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

For details and to complete please refer to Annex D – Mandatory Deliverables D

3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

Solicitation No. - N° de l'invitation
F1705-160181/A
Client Ref. No. - N° de réf. du client
F1705-160181

Amd. No. - N° de la modif.
001
File No. - N° du dossier
XLV-6-39201

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

4.1.2 Financial Evaluation

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

4.2 Basis of Selection

SACC Manual Clause A0031T (2010-08-16), Basis of Selection – Mandatory Technical Criteria

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, 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 – Required Documentation

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

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

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

5.2.3 Canadian Content Certification

This procurement is limited to Canadian services.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the services offered are Canadian services, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the bid will result in the services offered being treated as non-Canadian services.

The Bidder certifies that:

() the services offered are Canadian services as defined in paragraph 4 of clause A3050T.

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.(9), Example 2, of the Supply Manual.

5.2.4 Vessel Charter (on site)

The vessel (tug boat) must meet the requirements listed in the attached specifications. The Bidder must provide the following details of its vessel:

- a. name of vessel: _____ ;
- b. official number: _____ ;
- c. length, beam: _____ x _____ ;
- d. displacement: _____ ;
- e. Main engine power: _____ ;
- d. name of vessel's skipper during charter period _____ .

The barge must meet the requirements listed in the attached specifications. The Bidder must provide the following details of its barge:

- a. name or number of barge: _____ ;
- b. length, beam: _____ x _____ .

The crane must meet the requirements listed in the attached specifications. The Bidder must provide the following details of its proposed crane:

- a. Make and model of crane: _____ ;
- b. Rated capacity of crane (load @ radius): _____ x _____ .

5.2.5 SACC Manual clause

A3050T (2014-11-27), Canadian Content Definition
A3005T (2010-08-16), Status and Availability of Resources
A3010T (2010-08-16), Education and Experience

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 is no security requirement applicable to this Contract.

6.2 Requirement

The Department of Fisheries and Oceans, Canadian Coast Guard, Maritime and Civil Infrastructure requires the service of a Manned Tug and a Barge with crane for on-site work along the British Columbia Coasts line, Canada. The Work to be performed is detailed under Annex A.

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

2035 (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period is:

Commence: March 13, 2017;
Complete: May 19, 2017

Detailed tasking and scheduling, to be completed within the above period, is given in the Statement of Work referenced at Annex A.

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
Address: 1230 Government Street, Suite 401
Victoria, BC | Victoria, CB V8W 3X4 Canada
Telephone: 250-216-2504
Facsimile: 250-363-3960
Email: 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 will be identified in the Contract.

Name: TBD
Title: TBD
Organization: TBD
Address: TBD
Telephone: TBD
Facsimile: TBD
E-mail: TBD

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

6.5.3 Contractor's Representative

The bidder is to provide a list of representatives responsible for the completion of the work.

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

For details and to complete please refer to Annex D – Mandatory Deliverables

6.6 Payment

6.6.1 Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot Price(s)

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

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

6.6.2 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 90 percent of the amount claimed and approved by Canada if:
 - a. an accurate and complete claim for payment using form PWGSC-TPSGC 1111 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 90 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.
 - e. an invoice.

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.

6.6.3 SACC Manual Clauses

| | | |
|--------|------------|--------------------------------------------------------|
| C0100C | 2010-01-11 | Discretionary Audit – Commercial Goods and/or Services |
| C0711C | 2008-05-12 | Time Verification |
| H4500C | 2010-01-11 | Lien - Section 427 of the Bank Act |

6.7 Invoicing Instructions - Progress Payment Claim - Supporting Documentation required

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;

Each claim must be supported by:

- a. a copy of time sheets to support the time claimed;
 - b. a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses;
 - c. a copy of the monthly progress report.
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* Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.

The *Technical* 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.

Invoice is to be made out to:

Fisheries and Oceans
ITS,SUPV FIN & ADMIN
Tech Admin Officer
25 Huron Street
Victoria ,BC V8V 4V9
Attn: Shaun Zealand, 778-678-1587

Original invoice is to be sent for verification to:

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

6.8 Certifications

6.8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

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

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

6.9 Applicable Laws

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

6.10 Priority of Documents

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

- (a) The Articles of Agreement;
- (b) The general conditions 2035 (2016-04-04), Higher Complexity - Services;
- (c) Annex A, Requirement
- (d) Annex B, Basis of Payment
- (e) The Contractor's bid dated _____.

6.11 Insurance

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

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

The Contractor must forward to the Contracting Authority within ten (10) 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.

6.12 Vessel Charter

1. The vessel(s) must meet the following requirements:

-
- a. be seaworthy;
 - b. the engine must be in good running order and all gear and equipment in good repair.
 2. The Contractor must keep and maintain the vessel, engines, gear and equipment in good and sufficient repair for the duration of the Contract and must pay for all necessary repairs, renewals and maintenance.
 3. The Contractor must :
 - a. indemnify and save harmless Canada from and against any claim for loss or damage to the vessel or any other property, engines, gear, or equipment, arising from the charter, and for injury or property of persons aboard the vessel, excepting any injury or damage to property of Canada's employees or agents;
 - b. ensure that the operations are only carried out by Canada's authorized representatives as specified by the Technical Authority;
 - c. ensure that approved personal floatation devices for all persons on board are in readily accessible positions at all times;
 - d. ensure that the use or possession of illegal drugs or alcohol is prohibited. If any member of the crew is found under the influence of such drugs and/or intoxicants while on duty, it will be cause for termination of the Contract for default.
 4. If the vessel is disabled or is not in running order or is laid up without the consent of Canada, then Canada will not be liable for payment for the hire of the vessel during this period. If this period exceeds one week, Canada may terminate the Contract immediately for default.
 5. If any gear or equipment necessary for the efficient operation of the vessel for the purpose of the Contract is not in good working order for any period of time, then the payment of hire will cease for the lost time, and if during the voyage the speed is reduced by a defect in or breakdown of any part of the hull, machinery or equipment, the time lost will be deducted from the hire. Canada will be the sole judge of the capability of the vessel.
 6. If the vessel is unable to operate safely in the work area because of sea or weather conditions, as agreed to by the representative of the Contractor and the representative of Canada, then the charter for the day will be terminated and a pro-rated payment made to the Contractor for that period engaged in the Work in accordance with the terms of the Contract.
 7. If the particulars furnished by the Contractor and set out in the Contract are incorrect or misleading, Canada may, at Canada's discretion, terminate the Contract for default.

6.13 Vessel Condition

The Contractor warrants that the vessel(s) provided to Canada is mechanically sound, completely seaworthy, equipped with readily accessible lifesaving equipment, will be adequately manned and in full compliance with the *Canada Shipping Act*, S.C. 2001, c. 26.

6.14 Valid Labour Agreement

If the Bidder has a labour agreement, or other suitable instrument, in place with its unionized labour or workforce, it must be valid for the proposed period of any resulting contract. Before contract award and within *five (5) working days* of written notification by the Contracting Authority the Bidder must provide evidence of that agreement.

6.15 Canadian Content Certification

1. The Contractor warrants that the certification of Canadian Content submitted by the Contractor is accurate and complete, and that the goods, services or both to be provided under the Contract are in accordance with the definition contained in clause [A3050T](#).
2. The Contractor must keep proper records and documentation relating to the origin of the goods, services or both provided to Canada. The Contractor must not, without obtaining before the written consent of the Contracting Authority, dispose of any such records or documentation until the expiration of six (6) years after final payment under the Contract, or until settlement of all outstanding claims and disputes under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all facilities for such audits, inspections and examinations, and must furnish all such information as the representatives of Canada may from time to time require with respect to such records and documentation.
3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

6.16 Procedures for Design Change or Additional Work

The procedures given in Annex B must be followed for any design change or additional work.

Solicitation No. - N° de l'invitation
F1705-160181/A
Client Ref. No. - N° de réf. du client
F1705-160181

Amd. No. - N° de la modif.
001
File No. - N° du dossier
XLV-6-39201

Buyer ID - Id de l'acheteur
xl1v176
CCC No./N° CCC - FMS No./N° VME

ANNEX A - STATEMENT OF REQUIREMENT

The Statement of Work [SOW] is provided in a separate electronic document entitled:

``Statement of Requirements_NW_ Tug Barge and Crane Services_Rev 1 Jan 6 2017.pdf``

To obtain the SOW the Bidder must make a request in writing to the Contracting Authority identified in Article 6.5.1.

Solicitation No. - N° de l'invitation
F1705-160181/A
Client Ref. No. - N° de réf. du client
F1705-160181

Amd. No. - N° de la modif.
001
File No. - N° du dossier
XLV-6-39201

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

ANNEX B - FINANCIAL BID PRESENTATION SHEET (Basis of payment)

Remark to Bidder: Annex B will form the Basis of Payment for the resulting contract and should not be filled in at the bid submission stage.

B-1. Evaluation Price

| Description | Unit Price | No. Units | Extended Price (CAD\$) |
|--------------------------------------------------------------------------------------------------------------------------------------------|------------|--------------|------------------------|
| Known Work, Tug including Master and Crew: Loading from 08:00 AM, March, 13 2017 to 4:00 PM, March 15, 2017 | \$ _____ | 3 days | \$ _____ |
| Mobilized to work site from 4:01 PM March 15, 2017 to on site 7:00 AM, March 20, 2017 | \$ _____ | 5 days | \$ _____ |
| Work on- site (stand-by and as directed) March 20, 2017 to May 12, 2017 | \$ _____ | 56 days | \$ _____ |
| Demobilization (from Work site to CCG Base Huron St) May 13, 2017 to 08:00 AM, May 17, 2017 | \$ _____ | 4 days | \$ _____ |
| Unloading 08:01 AM, May 17, 2017 to 4:00 PM , May 19, 2017 | \$ _____ | 2 days | \$ _____ |
| Known Work, Barge & Crane: Loading from March 08:00 AM, March, 13 2017 to 4:00 PM, March 15, 2017 | \$ _____ | 3 days | \$ _____ |
| Mobilized to work site from 4:01 PM March 15, 2017 to on site 7:00 AM, March 20, 2017 | \$ _____ | 5 days | \$ _____ |
| Work on- site (stand-by and as directed) March 20, 2017 to May 12, 2017 | \$ _____ | 56 days | \$ _____ |
| Demobilization (from Work site to CCG Base Huron St) May 13, 2017 to 07:59 AM, May 17, 2017 | \$ _____ | 4 days | \$ _____ |
| Unloading 08:00 AM, May 17, 2017 to 4:00 PM , May 19, 2017 | \$ _____ | 2 days | \$ _____ |
| Crane (Lot) | \$ _____ | Lot | \$ _____ |
| Allowance for additional work days, weather delays or additional non-work days or reductions in the scope of work: Crane (Lot) – | \$ _____ | 10 Days | \$ _____ |
| Barge | \$ _____ | 10 Days | \$ _____ |
| Crane | \$ _____ | 1 Day | \$ _____ |
| Delivery (re-supply) Tug and Barge: To mobilize from work site to Gold River BC, reload, and return to Work site. | | | |
| Tug including Master and Crew – | \$ _____ | 2 Round trip | \$ _____ |
| Barge – | \$ _____ | 2 Round trip | \$ _____ |
| EVALUATION PRICE (*) (see below) | | | |
| Sum of all above for an EVALUATED PRICE of: \$ _____ | | | |
| Customs duties are included and Applicable Taxes are extra. | | | |

Note **(applicable to the Contract)**: The "Total Estimated Cost" or "Revised Estimated Cost" given on page 1 of this Contract includes an estimate of the taxes which may be applicable [refer to the General Conditions].

(*) Price includes for the entire work period

- Fuel cost
- Valid Certifications of tug, barge and crane
- Maintenance of the vessel hull, engine, and other fixed equipment.
- Lube oil, grease, filters, other engine-room supplies, and vessel operating supplies normally required for tug operation, towing gears
- Payment of all vessel crew salaries and applicable taxes or premiums.
- Vessel or crew-related moorage, watchman, or any other fees.
- Insurance, operations permits.

B-2. Unscheduled Work

The term "Unscheduled Work" is used generically herein to encompass any design change, increase or decrease in the scope of the work or additional work, and is applicable whether such change results in an increase, decrease or no change in the cost.

1. Negotiation

When negotiating unscheduled work, pricing shall be determined by pro-rating from quoted work costs in the Contract, or from comparable historical data applicable to similar work at the same facility, or by direct negotiation of hours and material costs.

2. 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.

3. 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:

Number of hours (to be negotiated) X \$ **See table below**, being the Contractor's firm hourly charge-out labour rate which includes overhead and profit, plus net laid-down cost of materials, including subcontracted costs, to which will be added a mark-up of 10 percent, plus applicable Taxes, calculated on the total cost of material and labour.

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.

4. Contractor's Labour Rates

Bidder is to complete table below and submit with their bid (add additional titles as necessary):

| Title/Category: | Per Hour St-by or other | Per Hour at Site | |
|-----------------|-------------------------|------------------|--|
| Master/Engineer | | | |
| Vessel Crew | | | |
| General Labour | | | |
| | | | |
| | | | |

Solicitation No. - N° de l'invitation
F1705-160181/A
Client Ref. No. - N° de réf. du client
F1705-160181

Amd. No. - N° de la modif.
001
File No. - N° du dossier
XLV-6-39201

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

| | | | |
|--|--|--|--|
| | | | |
|--|--|--|--|

B-3. Procedures for the introduction of Unscheduled Work

These procedures must be followed for any design change or additional work.

1. When Canada requests a design change or additional work:

- a. The Technical Authority will provide the Contracting Authority with a description of the design change or additional work, [including reductions in the scope of work](#), in sufficient detail to allow the Contractor to provide the following information:
 - i. any impact of the design change or additional work on the requirement of the Contract;
 - ii. a price breakdown of the cost (increase or decrease) associated with the implementation of the design change or the performance of the additional work using either the form [PWGSC-TPSGC 1686](#), Quotation for Design Change or Additional Work, or the form [PWGSC-TPSGC 1379](#) (PDF 56KB) - ([Help on File Formats](#)) Work Arising or New Work.
 - iii. a schedule to implement the design change or to perform the additional work and the impact on the contract delivery schedule.
- b. The Contracting Authority will then forward this information to the Contractor.
- c. The Contractor will return the completed form to the Contracting Authority for evaluation and negotiation. Once agreement has been reached, the form must be signed by all parties in the appropriate signature blocks. This constitutes the written authorization for the Contractor to proceed with the work, and the Contract will be amended accordingly.

2. When the Contractor requests a design change or additional work:

- a. The Contractor must provide the Contracting Authority with a request for design change or additional work in sufficient detail for review by Canada.
- b. The Contracting Authority will forward the request to the Technical Authority for review. If Canada agrees that a design change or additional work is required, then the procedures detailed in paragraph 1 are to be followed.
- c. The Contracting Authority will inform the Contractor in writing if Canada determines that the design change or additional work is not required.

3. Approval

The Contractor must not proceed with any design change or additional work without the written authorization of the Contracting Authority. Any work performed without the Contracting Authority's written authorization will be considered outside the scope of the Contract and no payment will be made for such work.

ANNEX C – INSURANCE REQUIREMENTS

1. Marine Liability Insurance

- 1.1 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 (1.2) below.
- 1.2 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.
- 1.3 The Protection and Indemnity insurance policy must include the following:
- 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.
 - Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by *the Department of Fisheries and Oceans* and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
 - Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - 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.
 - 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

1.4 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.

2. All Risk Property Insurance

2.1. The Contractor must obtain All Risks Property insurance while the Government Property is under its care, custody or control, and maintain it in force throughout the duration of the Contract, in an amount of not less than \$ 500,000.00. The Government's Property must be insured on *Replacement Cost (new)* basis.

2.2. Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.

2.3. The All Risks Property insurance policy must include the following:

- a. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority at least thirty (30) days written notice of policy cancellation.
- b. Loss Payee: Canada as its interest may appear or as it may direct.
- c. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by the Department of Fisheries and Oceans and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

3. Environmental Impairment Liability Insurance

The Contractor must obtain Contractor's Pollution 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 \$1,000,000 per accident or occurrence and in the annual aggregate.

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.

The Contractor's Pollution Liability 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. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- c. Separation of Insureds: 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.

Solicitation No. - N° de l'invitation
F1705-160181/A
Client Ref. No. - N° de réf. du client
F1705-160181

Amd. No. - N° de la modif.
001
File No. - N° du dossier
XLV-6-39201

Buyer ID - Id de l'acheteur
xlV176
CCC No./N° CCC - FMS No./N° VME

-
- d. 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.
 - e. Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.

ANNEX D - TENDER DELIVERABLES

D.1 Mandatory Tender Deliverables Checklist

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

| No | Solicitation Part | Reference | Description | Document provided |
|----|-------------------|---------------------------------|--------------------------------------------------------------------------|--------------------------|
| 1 | Front page | Front page | <u>Request for Proposal</u> document part 1 page 1 completed and signed; | <input type="checkbox"/> |
| 2 | 3 | Article 3.1 Section I | Technical Bid Submission | <input type="checkbox"/> |
| 3 | 3 | Article 3.1 Section II, Annex B | Financial Evaluation Sheet, completed | <input type="checkbox"/> |
| 6 | 6 and Annex D | Articles 6.5.3, Annex D.1.3 | Contractor's Representatives, table completed | <input type="checkbox"/> |

D.1.2 Supporting Deliverables

If the following documents which support the bid are not submitted with the bid they may be requested by the Contracting Authority and they must be provided within twenty-four (24) hours of the written request:

| No | Solicitation Part | Reference | Description | Document provided |
|----|-------------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| 1 | ---- | ----- | Proof of Tug-boats' Certification (valid for the work period) | <input type="checkbox"/> |
| 2 | ----- | ----- | Proof of barge Certification | <input type="checkbox"/> |
| 3 | Part 5 | Art 5.2.3 | Canadian Content Certification | <input type="checkbox"/> |
| 4 | Part 5 | Art 5.2.4 | Vessel Charter (on site) | <input type="checkbox"/> |
| 5 | Part 6 | Art 6.14 | Valid Labour Agreement (if applicable) | <input type="checkbox"/> |
| 6 | Annex A Appendix A | Appendix A Art. 1.5.3 | Proof of Crane Operator's Certification | <input type="checkbox"/> |
| 7 | Front page | Appendix A Art. 1.5.3.3 | Proof of Masters' Certification | <input type="checkbox"/> |
| 8 | Annex A, Appendix A | Art. 1.5.3.6 | Proof of Crane Certification | <input type="checkbox"/> |
| 9 | Annex A Appendix A | Appendix A Art. 1.5.3.8 | Proof and document of the crane inspected and approved by a professional engineer to meet all applicable standards within 12 months from the start of construction. | <input type="checkbox"/> |
| 10 | Annex A, Tug, barge and crane | Art. 2.) II).4 | Man basket certification (two worker size) | <input type="checkbox"/> |
| 11 | Annex D | D.1.4 | Applicable Law | <input type="checkbox"/> |

Solicitation No. - N° de l'invitation
F1705-160181/A
Client Ref. No. - N° de réf. du client
F1705-160181

Amd. No. - N° de la modif.
001
File No. - N° du dossier
XLV-6-39201

Buyer ID - Id de l'acheteur
xlV176
CCC No./N° CCC - FMS No./N° VME

D.1.3 Contractor's Representatives

The bidder is to complete table below and submit with their bid.

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

D.1.4 Applicable Laws

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