



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

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

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 Naval Architecture & Eng. Services	
Solicitation No. - N° de l'invitation EZ108-172935/A	Date 2017-04-16
Client Reference No. - N° de référence du client EZ108-172935	
GETS Reference No. - N° de référence de SEAG PW-\$XLV-176-7237	
File No. - N° de dossier XLV-6-39239 (176)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-05-09	Time Zone Fuseau horaire Pacific Daylight Saving Time PDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input 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: Public Works and Government Services Canada See herein	

Instructions: See Herein

Instructions: Voir aux présentes

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

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Client Ref. No. - N° de réf. du client
EZ108-172395/A

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

Buyer ID - Id de l'acheteur
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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There are no security requirement for this solicitation.

1.2 Statement of Work - Summary

The Department of Public Services and Procurement Canada has a requirement for a Contractor to design and provide specifications/drawings for a work boat measuring up to but no more than 5 Gross Registered Tons (GRT) in accordance with Annex A - Statement of Work.

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.4 Trade Agreements

The requirement is not subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), or the North American Free Trade Agreement (NAFTA), and is subject to 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) (<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 Licensing Requirements

1. Consultant Team members and Key Personnel shall be, or be eligible to be licensed, certified or otherwise authorized to provide the necessary professional services to the full extent that may be required by provincial or territorial law in the Province or Territory in which the project is located.
2. By virtue of submission of a proposal, the Proponent certifies that the Proponent's Consultant Team and Key Personnel are in compliance with the requirements of subsection 1 above. The bidder acknowledges that PWGSC reserves the right to verify any information in this regard and that false or erroneous certification may result in the proposal being declared non-responsive.

2.4 Insurance Requirements

1. The successful bidder shall be required to obtain and maintain Professional Liability and Commercial General Liability insurance coverage in accordance with the requirements set out elsewhere in the proposal documents.
2. By virtue of submission of a proposal, the bidder certifies that the Bidder and the other members of the consultant team as may be applicable are capable of obtaining, and will obtain and maintain liability insurance in accordance with the requirements set out in the proposal documents.

2.5 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.
- e.

"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.

2.6 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.

2.7 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 (1 hard copies)
Section II: Financial Bid (1 hard copies)
Section III: Certifications (1 hard copies)

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

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

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

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

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

Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work. The technical bid should clearly address and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with **Annex F- Financial Evaluation Sheet**. The total amount of Applicable Taxes must be shown separately.

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

3.1.2 Mandatory Tender Deliverable Check List

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

For details and to complete, please refer to Annex G

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 Responses to this Bid solicitation will first be examined to determine their compliance with the mandatory certifications, and the tables of deliverable requirements as detailed in Parts 3 & 5.

4.1.1 The Bidder's Technical Bid will then be examined by the Technical Authority to determine compliance with Mandatory Technical Specification items.

- a. The Technical Bid must also include Annex E, Table 1, completed with verification that the bid meets each mandatory criteria listed and includes the required bid reference information.
- b. The technical bid will then be evaluated and points assigned in accordance with the point-rated evaluation criteria in Annex E.

4-1.2 Technical Evaluation

(a) **Mandatory Technical Criteria**

Mandatory Technical Criteria are given in Table E-1.0 of Annex E.

(b) **Point Rated Technical Criteria**

Technical Criteria subject to point rating are given in Table E-2.0 of Annex E.

- (c) Details of the technical evaluation and point rating procedure are given in Annex E, Evaluation Plan.

4.1.3 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars in accordance with Annex F, Customs duties are included and the Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

4.2 Basis of Selection - Highest Compliant Combined Rating of Technical Merit and Price.

1. To be declared responsive, a bid must:
 - (a) comply with all the requirements of the bid solicitation;
 - (b) meet all mandatory technical evaluation criteria; and
 - (c) obtain the required minimum of **60 points (60 percent)** overall of the points for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of **100 possible points**.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 65 % for the technical merit and 35 % for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 65%
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 35 %
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

4.3 Example of calculating points (65/35)

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 65/35 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (65%) and Price (35%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 65 = 55.37$	$89/135 \times 65 = 42.85$	$92/135 \times 65 = 44.30$
	Pricing Score	$45/55 \times 35 = 28.64$	$45/50 \times 35 = 31.50$	$45/45 \times 35 = 35.00$
Combined Rating		84.01	74.35	79.30
Overall Rating		1st	3rd	2nd

(Award to Bidder 1 - Highest total score taking into consideration technical and price)

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. Unless specified otherwise, 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) (<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) (<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" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969).

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 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as

beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

5.2.3.2. Canadian Content Certification

This procurement is limited to Canadian services

The Bidder certifies that:

() the service(s) offered is (are) a Canadian service as defined in paragraph 2 of clause A3050T.

5.2.3.3 SACC Manual clause A3050T (2010-01-11), Canadian Content Definition

5.3 Education and Experience

SACC Manual clause 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 the Contract.

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

[2010B](#) (2016-04-04), General Conditions – Professional Services (Medium Complexity), apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The Work is to be performed from date of Contract to _____ ([insert the date at contract award](#)).

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Andre Godin
Title: Manager
Acquisitions, Marine
Public Services and Procurement 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 for the Contract is:

Name: TBD
Title: TBD
Address: TBD
Cellular: TBD
Facsimile: TBD
E-mail address: TBD

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

6.5.3 Contractor's Representative

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

For details and to complete, please refer to Annex G

6.6 Payment

6.6.1 Basis of Payment

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 B 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 Milestone Payments - Not subject to holdback

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:

- an accurate and complete claim for payment using [PWGSC-TPSGC 1111](#), Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- all the certificates appearing on form [PWGSC-TPSGC 1111](#) have been signed by the respective authorized representatives;
- all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.
- The schedule of milestones for which payments will be made in accordance with the Contract is as follows:

6.6.3 Schedule of Milestones (GST) *(date and values to be filled after contract award)*

Milestone No.	Description or deliverable	Ratio to Contract value (GST)	Firm Amount (GST)	Due Date
1	Draft General arrangement drawing for TA review.	10%	\$	3 weeks after contract award or (<i>Date xx-xx-2017</i>)
2	Complete Draft drawing package for review	50%	\$	6 weeks after contract award or (<i>Date xx-xx-2017</i>)
3	Draft Construction specification	25%	\$	8 weeks after contract award

				or (<i>Date xx-xx-2017</i>)
4	Final Drawing and Specification package and class A estimate	25%	\$	10 weeks after contract award or (<i>Date xx-xx-2017</i>)
Milestones cumulative		100%	\$	Final delivery 10 Weeks or (<i>Date xx-xx-2017</i>)

6.7 Invoicing Instructions- Supporting Documentation not required

- The Contractor must submit a claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment.
- Each claim must show:
 - all information required on form [PWGSC-TPSGC 1111](#);
 - all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
 - a list of all expenses;
 - expenditures plus pro-rated profit or fee;
 - the description and value of the milestone claimed as detailed in the Contract.
- Applicable Taxes, must be calculated on the total amount of the claim.
- 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.

- The Contractor must not submit claims until all work identified in the claim is completed.

6.8 Certifications and Additional Information

6.9.1 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.

6.9 Applicable Laws

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

6.10 Priority of Documents

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

-
- (a) the Articles of Agreement;
 - (b) the general conditions 2010B (2016-04-04), General Conditions – Professional Services (Medium Complexity);
 - (c) Annex A, Statement of Work;
 - (d) Annex B, Basis of Payment;
 - (e) Annex C- Insurance requirement
 - (f) Annex D- Design Change – Unscheduled Work Procedure
 - (g) the Contractor's bid dated _____ (*insert date of bid*)

6.11 Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

6.12 SACC Manual Clauses

SACC Manual Clause A7017C (2008-05-12) Replacement of Specific Individuals

6.13 Procedures for Design Change or Additional Work

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

ANNEX – A - STATEMENT OF WORK

A.1 Interpretation

The words "shall" or "must" or "is required" or "mandatory" or "will", where they appear in the Statement of Work and/or referenced specifications, are to be read as obligations of the Contractor in the performance of the Work within the Contract Price.

The word "should" is to be read as a preference or recommendation that is not obligatory.

A.2 The Statement of Work [SOW] is provided in a separate electronic document entitled:

EZ108-172935 Design, Specifications & Drawings for a Workboat measuring up to but not exceeding 5 Gross Registered Tons (GRT).pdf

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

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ANNEX - B - 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. Contract Price

Part 1 - Firm Price for known work as established in the Statement of work – Annex A excluding the following: “Consultant services during the Solicitation period for the vessel and the resultant construction project”			
Occupations	Firm hourly rate A	Level of Services (estimated) B	Total (in Cdn\$) C = A x B
Senior Engineer	\$	Up to _____ hours	\$
Junior Engineer	\$	Up to _____ hours	\$
Draftsman	\$	Up to _____ hours	\$
Clerk	\$	Up to _____ hours	\$
(Line 1) - Total Part 1 (Line 1 a to 1 d) –For a Firm price of:			\$

ANNEX - C – INSURANCE REQUIREMENT

C.1 Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g) Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m) All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
 - n) Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
 - o) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
 - p) Litigation Rights: Pursuant to subsection 5(d) of the [*Department of Justice Act*](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

C.1 Errors and Omissions Liability Insurance

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional 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 loss and in the annual aggregate, inclusive of defence costs.
2. 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.
3. The following endorsement must be included:
Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

ANNEX - D - DESIGN CHANGE - UNSCHEDULED WORK PROCEDURE

D.1 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.

D.2 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

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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

ANNEX - E - EVALUATION PLAN

E.1 GENERAL

E.1.1 The general requirement for the Bidder's *Technical Bid* is stated at Part 3 of the Bid Solicitation.

E.1.2 The *Evaluation Procedure* is stated at Part 4 of the Bid Solicitation. The evaluation procedure indicates the composition of the *evaluation team*. This Annex gives the detailed *Evaluation Criteria* and *Scoring*.

E.1.3 In order that a complete technical evaluation of the Bid can be conducted, the Bid must be compliant with all of the bid deliverable requirements, which are summarized under Article 3-2 of the Bid Solicitation. It is the Bidder's responsibility to clearly demonstrate their capabilities and capacity to complete all of the Work and other requirements stated in the Bid Solicitation, the Statement of Work and other attachments. Bidders should describe their capabilities, how they will comply with mandatory requirements, and how they will deliver any other requested goods and/or services.

E.1.4 It is requested at Article 3-1 that the Bidder present topics in the order of these evaluation criteria and under the same headings and numbering scheme. Alternatively, the Bidder should include in their Technical Bid an applicability matrix wherein they identify, by page number, where each of the criteria is addressed in their Bid.

E.2 EVALUATION CRITERIA

E.2.1 MANDATORY TECHNICAL CRITERIA

The Mandatory Technical Criteria are detailed in **Table E.2.2 Minimum Mandatory Requirements**. Mandatory Criteria will be assigned either a meet or not meet by the evaluation team. Any Bid which fails to comply with any Mandatory Criterion will be declared non-responsive. Some (or all) of the Mandatory Criteria may also be point rated, for their technical merit, in accordance with *Scoring E-2 Rated Technical Criteria -Table 2*

E.2.2 MINIMUM MANDATORY REQUIREMENTS

The bidder must use the Statement of Work Annex "A" numbering sequence for the tables below.

The Bidder must provide, as part of its Technical Proposal, all documents essential to clearly demonstrate compliance with each technical mandatory requirement, including, without limitation, photographs, maps, drawings, calculations, Original Equipment Manufacturer (OEM) specifications, documents, purchase orders (less cost data), job or Quality Control or Quality Assurance record sheets, personnel resumes, current trade certificates and, other such evidence.

The bidder must include the following table in their proposal, indicating that their proposal meets the mandatory criteria, and provide the proposal page number or section that contains information to verify that the criteria has been met.

Table E.2.2

Number (MT)	Mandatory Technical Criterion	Met Yes / No
MT1	The Bidder must propose a Project Team to carry out this work comprised of individuals with significant (defined as a minimum of 5 years) experience in their relevant fields related to the design of small vessels. Resumes are to be included with the submission that clearly indicate the details of relevant	

	experience including dates, corporate affiliation and project numbers/types.	
MT2	Bid Submissions must provide details of the Bidder's Corporate history in the area of small-medium work boat design.	
MT3	<p>Relevant Professional Certification: The Bidder must propose at least one named individual who has obtained, at minimum, a college diploma in Naval Architecture or equivalent formal Naval Architecture training sufficient for certification as a Technologist by a recognized professional Association, Institute or Society of Naval Architects including but not limited to the following list:</p> <ul style="list-style-type: none"> i. The Canadian Institute of Marine Engineering (CIMarE); ii. The Society of Naval Architects and Marine Engineers (SNAME); and iii. The Royal Institution of Naval Architects (RINA), 	

E.2.3 POINT-RATED TECHNICAL CRITERIA

The Point-Rated Technical Criteria are detailed in Table **E.2.3 Rated Technical Criteria**. Point rating of Criteria, for their technical merit, will be conducted in accordance with *Scoring Procedure* given under Part 4 of the bid solicitation.

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Bids which fail to obtain the required minimum number of point specified will declared non-responsive. Each point rated technical criterion should be addressed separately.

Table E.2.3 Point Rated Technical Criteria (60%)

Number (RT)	Point Rated Technical Criteria	Maximum Points
RT1	<p>Naval Architect's Educational Credentials: University (PhD, Graduate, Undergraduate, degree) in Naval Architecture: 30 points College or Diploma/Certificate in Naval Architecture: 20 points</p>	30 points
RT2	<p>The Bidder must propose a project work plan that clearly demonstrates that it can meet the requirements as outlined in the Statement of Work.</p> <p>Scoring: Score 0</p>	25 points

	<p>Unacceptable: Zero (0) points are awarded to responses which they fail either to provide any information or provide information which cannot be understood.</p> <p>Score 5 Marginal: 5 points are awarded to responses considered to be marginally acceptable. The bidder has not fully established the capability to perform the requirement and has marginally described its approach</p> <p>Score 15 Adequate to Good: 15 points are awarded if the response satisfies the requirement(s) and describes specifically how and /or what is to be accomplished in clear detail.</p> <p>Score 25 Outstanding: 25 points are awarded if the response satisfies the requirements and describes specifically how and what will be accomplished in a superior manner, both quantitatively and qualitatively for their technical approach and the quantity and quality of their previous similar jobs and the experience and training of their personnel.</p>	
RT3	<p>Bidder's recent Corporate experience (within the last 8 years) in the area of designing small to medium size work boats:</p> <p>Zero design projects completed = 0 points</p> <p>1 to 3 projects = 5 points</p> <p>5 to 7 projects = 15 Points</p> <p>8+ projects= 25 points</p> <p>For each project indicate the project title, bidder's roles/responsibilities, key personnel, dates and duration of time the services were provided and reference contact information. (names telephone numbers, e-mail addresses etc. in order to allow Canada to confirm the information provided)</p>	25 points
RT4	<p>Provide a brief description of one of the relevant projects noted in RT4 and how this project is comparable/relevant to the requested service. (for example: previous or actual work boat design through to delivery of a vessel measuring no more than 5 GRT)</p> <p>Score 0 Unacceptable Zero points are awarded to responses which fail either to provide any information or provide information which shows no relevance of the project to the requested service</p> <p>Score 5 Marginal</p>	20 points

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	<p>5 points are awarded to responses which provide information which marginally shows the relevance of the project to the requested service</p> <p>Score 10 Adequate 10 points are awarded to the response which provide information which adequately shows the relevance of the project to the requested service</p> <p>Score 20 Outstanding 20 Points are awarded to the response which provides information which clearly meets and exceeds the relevance of the project to the requested service.</p>	
Total		/100 points

In order to be considered for contract award, the technical proposal must score a minimum of 60 of the maximum 100 points available in criteria RT1-RT4 above.

ANNEX - F – FINANCIAL EVALUATION SHEET

Bidder's Instructions

The bidder is to enter their pricing in the pricing schedule below.
The bidder should NOT include their terms and conditions with their financial bid submission as it may result in the bid being declared non-responsive.

F.1 Pricing Schedule- Table 1

Part 1 - Firm Price for known work as established in the Statement of Work – Annex A excluding the following: "Consultant services during the Solicitation period for the vessel and the resultant construction project"				
	Occupations	Firm hourly charge-out rate (from Table F.2) A	Level of Services (estimated) B	Total (in Cdn\$) C = A x B
1a	Senior Engineer	\$	Up to _____ hours	\$
1b	Junior Engineer	\$	Up to _____ hours	\$
1c	Draftsperson	\$	Up to _____ hours	\$
1c	Clerk	\$	Up to _____ hours	\$
1d	Price breakdown F.3 below b), c), e), f)			\$
(Line 1) - Total Part 1 (Line 1 a to 1 d) –For a Firm price of:				\$
Part 2 - Estimated Price for known work as established in the Statement of work – Annex A for only: Consultant services during the Solicitation period. Estimate for Evaluation = 17 hrs.				
	Occupations	Firm hourly charge-out rate (from Table F.2) A	Level of Services (estimated) B	Total (in Cdn\$) C = A x B
2a	Senior Engineer	\$	Estimated 8 hrs.	\$
2b	Junior Engineer	\$	Estimated 8 hrs.	\$
2c	Clerk	\$	Estimated 1 hrs.	\$
(Line 2) - Total Part 2 – (line 2a to 2c)For an estimated price of:				\$
Part 3 - Estimated Price for known work as established in the Statement of work – Annex A for only: Consultant services during the construction of the vessel as inspector, expert, technical assistances. Estimate for evaluation = 40 hrs.				
	Occupations	Firm hourly charge-out rate (from Table F.2) A	Level of Services (estimated) B	Total (in Cdn\$) C = A x B
3a	Senior Engineer	\$	Estimated 10 hrs.	\$
3b	Junior Engineer	\$	Estimated 20 hrs.	\$
3c	Draftsperson	\$	Estimated 8 hrs.	\$
3d	clerk		Estimated 2 hrs.	\$
(Line 3) - Total Part 3 (Line 3a to line 3d) –For an estimated price of:				\$
4	Total Evaluated Price (Line 1 + Line 2 + Line 3) (Applicable Taxes excluded):			\$

F.2 Unscheduled Work

A. Price Breakdown:

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

B. Pro-rated Prices:

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

C. Payment for Unscheduled Work:

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

Number of hours per occupation (to be negotiated) X Applicable Firm Hourly Charge-Out Rate

Table F.2 Firm Hourly Charge-out Rates per Occupation

Occupations	Firm hourly charge-out rate A
Senior Engineer	\$
Junior Engineer	\$
Draftsperson	\$
Clerk	\$

The above are the Contractor's firm hourly charge-out labour rates which include overhead and profit, plus net laid-down cost of materials 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 rates and the material mark-up will remain firm for the term of the Contract and any subsequent amendments.

F.2.1 Notwithstanding definitions or usage elsewhere in this document, or in the Contractor's Cost Management System, when negotiating *Hours* for unscheduled work, PWGSC will consider only those hours of labour directly involved in the production of the subject work package. Elements of *Related Labour Costs* identified in F2.2, will not be negotiated, but will be compensated for in accordance with F2.2.

F.2.2 Allowance for Related Labour Costs such as: Management, Direct Supervision, Purchasing and Material Handling, Quality Assurance and Reporting, First Aid, Gas Free Inspecting and Reporting, Estimating and fringe benefit (contractor contribution only) will be included as Overhead for the purposes of determining the Charge-out Labour Rates set out in Table F.2.

F.2.3 The 10% mark-up rate for materials will also apply to subcontracted costs. The mark-up rate includes any allowance for material and subcontract management not allowed for in the Charge-out Labour Rate. The Contractor will not be entitled to a separate labour component for the purchase and handling of materials or subcontract administration.

F.3 Overtime - Marine

F.3.1 The Contractor must not perform any overtime under the Contract unless authorized in advance and in writing by the Contracting Authority. Any request for payment must be accompanied by a copy of the overtime authorization and a report containing the details of the overtime performed pursuant to the written authorization.

Payment for authorized overtime will be calculated as follows:

- a. For known work, the Contractor will be paid the Contract Price plus authorized overtime hours paid at the following premium rates:

For time and one half: _____ x the Applicable Charge-out rate per hour, or

For double time: _____ x the Applicable Charge-out rate per hour

- b. For unscheduled work, the Contractor will be paid the authorized overtime hours at the quoted charge-out labour rate, plus the following premium rates:

For time and one half: _____ x the Applicable Charge-out rate per hour, or

For double time: _____ x the Applicable Charge-out rate per hour

F.3.2 The above premiums will be calculated by taking the average hourly direct labour rate premiums, plus certified fringe benefit, plus profit of 7.5 percent on labour premium and fringe benefits. These rates will remain firm for the duration of the Contract, including all amendments and are subject to audit if considered necessary by Canada.

ANNEX - G – TENDER DELIVERABLES

G.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	2	Article 2.5	Former Public Servant	<input type="checkbox"/>
3	3	Article 3.1 Section I	Technical Bid Submission	<input type="checkbox"/>
4	3	Article 3.1 Section II, Annex F	Annex F - Financial Evaluation Sheet, completed	<input type="checkbox"/>
5	5	5.2.3.2	Canadian Content Certification	<input type="checkbox"/>
6	6	Articles 6.5.3, G.2	Contractor's Representatives, table completed	<input type="checkbox"/>

G. 2 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			