



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

Title - Sujet Emergency Tow Kits	
Solicitation No. - N° de l'invitation F7044-170271/A	Date 2018-01-15
Client Reference No. - N° de référence du client F7044-170271	
GETS Reference No. - N° de référence de SEAG PW-\$XLV-166-7427	
File No. - N° de dossier XLV-7-40166 (166)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-02-26	Time Zone Fuseau horaire Pacific Standard Time PST
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: Castle, David G.	Buyer Id - Id de l'acheteur xlvl66
Telephone No. - N° de téléphone (250) 217-6555 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Fisheries and Oceans Canada See herein	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

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

Issuing Office - Bureau de distribution

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

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

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Schedules include the Basis of Payment, Deliveries, and Milestone Payments.

The Annexes include the Statement of Work, Technical Statement of Requirements, Performance requirements, and various forms.

1.2 Summary

As part of the Ocean Protection Plan (OPP) announced in November 2016, the Canadian Coast Guard (CCG) has a requirement for the supply of rapidly deployable emergency towing packages for major CCG vessels as well as at strategically located staging areas across Canada. The requirement also includes towline segment kits.

Three emergency towing package types are required:

- (a) Small Emergency Towing Kit for towed vessels below 20,000 dead weight tonnes (DWT);
- (b) Large Emergency Towing Kit for towed vessels between 20,000 and 50,000 DWT; and
- (c) Extra Large Emergency Towing Kit for towed vessels over 50,000 DWT.

The period of the resulting contract will be from date of contract to January 31, 2019 (inclusive) with Canada having irrevocable options to extend the term of the contract by up to two additional periods as specified in the resulting contract clauses under the same conditions. Delivery destinations are identified in Schedule B. The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

This bid solicitation is to establish a contract for the purchase of tow (2) Tow Kits with task authorizations (TA) for the delivery of the requirement detailed in the bid solicitation, to the Identified Users across Canada.

The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the annex titled *Federal Contractors Program for Employment Equity - Certification*.

Bidders intending to submit bids should obtain solicitation documents from the Government Electronic Tendering System (GETS) at <http://BuyAndSell.gc.ca>. Solicitation amendments, if and when issued, will be available on GETS. It is the responsibility of the Bidder to ensure that all amendments issued during the solicitation period have been obtained and addressed in the submitted bid. Bidders basing their submissions on solicitation documents obtained from other sources do so at their own risk.

Businesses interested in learning more about selling to the Government of Canada are encouraged to review <https://BuyAndSell.gc.ca/for-businesses/selling-to-the-government-of-canada>. The Office of Small and Medium Enterprises (OSME) offers free seminars to businesses interested in learning about the general procurement process and how to sell goods and services to the government. Refer to <http://www.tpsgc-pwgsc.gc.ca/app-acq/pme-sme/index-eng.html> for more information about OSME's seminars and other services. Enquiries regarding this bid solicitation must be directed only to the Contracting Authority identified in the bid solicitation.

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) 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 (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.1.1 SACC Manual Clauses

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.

Due to the nature of the bid solicitation, bids transmitted by facsimile or e-mail to PWGSC will not be accepted.

2.3 Former Public Servant

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

Definitions

For the purposes of this clause,

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

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

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various

programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension?

Yes () No ()

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

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

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

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

Yes () No ()

If so, the Bidder must provide the following information:

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

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

2.4 Enquiries - Bid Solicitation

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

2.5 Applicable Laws

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

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

2.6 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 14 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.7 Bidders' Conference

Not used.

2.8 Optional Site Visit

Not used.

2.9 Basis for Canada's Ownership of Intellectual Property

Not used.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

3.1.1 Bid Structure

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

Section I:	Technical Bid (3 hard copies and 2 electronic copies on CD or DVD)
Section II:	Financial Bid (1 hard copy and 1 electronic copy on CD or DVD)
Section III:	Certifications (1 hard copy and 1 electronic copy on CD or DVD)

If there is a discrepancy between the wording of the electronic copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

3.1.2 Bid Format

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>).

To assist Canada in reaching its objectives, Bidders should:

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

3.1.3 No Conditional Bids

The Bidder's bid must not be made conditionally. Any condition imposed by the Bidder will render the bid non-responsive and the bid will be given no further consideration.

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

3.1.4.1 Substantial Information

Bidders must demonstrate their compliance with the following sections of the bid solicitation by providing substantial information describing completely and in detail how the requirement is met or addressed.

Bidders must provide with their technical bid, a document indicating clearly where the substantial information for each mandatory criterion identified in Annex 1 to Part 4 of the Bid Solicitation.

3.1.5 Section II: Financial Bid

3.1.5.1 Pricing Submission

Bidders must submit their financial bid in accordance with Schedule A and address each of the cost elements in Schedule A.

Bids must be submitted in Canadian currency.

Bidders are requested to insert "\$0.00" for any of the cost elements for which it does not intend to charge. If any cost element is left blank, Canada will insert "\$0.00" for that element.

3.1.5.2 Electronic Payment of Invoices – Bid

If the Bidder is willing to accept payment of invoices by Electronic Payment Instruments, the Bidder should complete Annex 1 to Part 3 of the Bid Solicitation, to identify which ones are accepted.

If Annex 1 to Part 3 of the Bid Solicitation is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.5.3 Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

3.1.5.4 Delivery Dates

Bidders must submit their delivery dates in accordance with Schedule B.

3.1.6 Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- a. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- b. An evaluation team composed of representatives of Canada will evaluate the bids.
- c. Where Canada has made a determination that a bid has failed any individual mandatory element of the Solicitation, Canada reserves the right to not proceed further in the evaluation of the bid and may deem the bid non-responsive.

4.1.1 Technical Evaluation

The Technical Bid Evaluation Plan and mandatory technical evaluation criteria are included in Annex 1 to Part 4 of the Bid Solicitation.

4.1.2 Financial Evaluation

1. The price of the bid will be evaluated in Canadian Dollars, Applicable Taxes excluded, Delivered Duty Paid (DDP) Destination Incoterms 2010, and customs duties included.

4.2 Basis of Selection - Mandatory Technical Criteria

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. 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>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

Refer to <https://www.tpsgc-pwgsc.gc.ca/ci-if/bulletins/renseignements-information-eng.html> for additional information on the Integrity Provisions.

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 specified 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.

Refer to <https://www.tpsgc-pwgsc.gc.ca/ci-if/bulletins/renseignements-information-eng.html> for additional information on the Integrity Provisions.

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 website

(http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed).

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

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

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

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

Not used.

6.2 Financial Capability

Not used.

6.3 Bid Financial Security

Not used.

6.4 Controlled Goods Requirement

Not used.

6.5 Insurance Requirements

Not used.

PART 7 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

7.1 Requirement

7.1.1 Requirement

The Contractor must provide the goods, services or both described in the Contract, including annexes A & B, to Canada in accordance with, and at the prices and/or rates stated in the Contract.

7.1.2 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable options to acquire goods, services or both described in the Contract, including Annexes A & B, , under the same conditions and at the prices and/or rates stated in the Contract.

The options may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment. The Contracting Authority may exercise the options on multiple occasions and at any time before the expiry of the Contract by sending a written notice to the Contractor.

7.1.3 Primary Client

The primary client of the Contract is the Department of Fisheries and Oceans - Canadian Coast Guard.

7.1.4 Work Arisings

Additional work that is not described in the Statement of Work but that is required to support the requirement and that would be considered to fall within the overall scope of the Work, may be incorporated into the Contract in accordance with Schedule A, Basis of Payment.

7.1.5 Task Authorization

7.1.5.1 Task Authorization Process

Task Authorization:

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

Task Authorization Process:

1. The Technical Authority will provide the Contractor with a description of the task using the "Task Authorization" form specified in Annex C.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the

deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.

3. The Contractor must provide the Technical Authority, within 7 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Technical Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

7.1.5.2 Task Authorization Limit

The Technical Authority may authorize individual task authorizations up to a limit of \$(to be announced at contract award), Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Technical Authority and Contracting Authority before issuance.

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

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

7.1.5.4 Periodic Usage Reports - Contracts with Task Authorizations

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

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Contracting Authority.

The quarterly periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31; and
- 4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 21 calendar days after the end of the reporting period.

Reporting Requirement - Details

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

For each authorized task:

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

For all authorized tasks:

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

7.2 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.

7.2.1 General Conditions

[2030](#) (2016-04-04), General Conditions - Higher Complexity - Goods, and [1031-2](#) (2012-07-16), Contract Cost Principles, apply to and form part of the Contract.

7.2.2 Supplemental General Conditions

[4010](#) (2012-07-16), Services – Higher Complexity, apply to and form part of the Contract.

7.2.3 Public Announcement

The Contractor must not make any public announcement related to the Contract without having previously obtained the written permission of the Contracting Authority.

7.3 Security Requirements

There is no security requirement applicable to the Contract.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from Date of Contract to January 31, 2019 inclusive.

7.4.2 Delivery

The Contractor must make complete delivery within the Delivery Timeframe(s) identified in Schedule B.

7.4.3 Options to Extend the Contract

The Contractor grants to Canada the irrevocable options to extend the term of the Contract by up to two additional periods as specified below under the same conditions:

Option Period 1: February 1, 2019 to January 31, 2020; and

Option Period 2: February 1, 2020 to January 31, 2021.

The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

The options may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment. The Contracting Authority may exercise the options on multiple occasions and at any time before the expiry of the Contract by sending a written notice to the Contractor.

7.4.4 Delivery Points

Delivery of the requirement will be made to delivery destination point(s) specified in Schedule B of the Contract and as directed by the Contracting Authority.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

David Castle
Public Works and Government Services Canada
Acquisitions Program
Pacific Region – Marine Acquisitions
1230 Government Street, Suite 401, Victoria, BC V8W 3X4
Telephone: 1.250.217-6555
E-mail: david.castle@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.

7.5.2 Project Authority

The Project Authority for the Contract is:

< to be announced upon contract award >

The Project Authority is the representative of the Canadian Coast Guard and is responsible for overseeing the ongoing project management content of the work on behalf of the Canadian Coast Guard. Project matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

7.5.3 Technical Authority

The Technical Authority for the Contract is:

< to be announced upon contract award >

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.

7.5.4 Contractor's Representative

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: _____

E-mail: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

7.7 Payment

7.7.1 Bases of Payment

7.7.1.1 Basis of Payment - Firm Price

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid firm prices as specified in Schedule A. Customs duties are included and Applicable Taxes are extra.

7.7.1.2 Basis of Payment - Individual Task Authorizations

The Contractor will be paid for the Work specified in the authorized task authorization, in accordance with Schedule A.

Canada's liability to the Contractor under the authorized task authorization must not exceed the limitation of expenditure or ceiling price specified in the authorized task authorization. Customs duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized task authorization resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

7.7.2 Limitation of Price

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

7.7.2.1 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$(to be announced at contract award). Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.7.3 Travel Expenses - No allowance for profit and overhead

The Contractor will be reimbursed for the authorized travel expenses reasonably and properly incurred in the performance of the Work, at cost, in accordance with Contract Cost Principles 1031-2, with no allowance for profit and/or administrative overhead. All payments are subject to government audit.

7.7.4 Multiple Payments

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada; and
- c. the Work delivered has been accepted by Canada.

7.7.5 Electronic Payment of Invoices – Contract *(as applicable)*

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only).

7.7.6 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

7.7.7 Discretionary Audit *(if applicable)*

The Contractor must provide, on the Contracting Authority's request, one or more of the following price support, if applicable:

- a. a current published price list indicating the percentage discount available to Canada; or
- b. copies of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- c. a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
- d. price or rate certifications; or
- e. any other supporting documentation as requested by Canada.

The Contractor's certification that the price or rate is not in excess of the lowest price or rate charged anyone else, including the Contractor's most favoured customer, for the like quality and quantity of the goods, services or both, is subject to verification by government audit, at the discretion of Canada, before or after payment is made to the Contractor.

If the audit demonstrates that the certification is in error after payment is made to the Contractor, the Contractor must, at the discretion of Canada, make repayment to Canada in the amount found to be in excess of the lowest price or rate or authorize the retention by Canada of that amount by way of deduction from any sum of money that may be due or payable to the Contractor pursuant to the Contract.

If the audit demonstrates that the certification is in error before payment is made, the Contractor agrees that any pending invoice will be adjusted by Canada in accordance with the results of the audit. It is further agreed that if the Contract is still in effect at the time of the verification, the price or rate will be lowered in accordance with the results of the audit.

7.7.8 Taxes - Foreign-based Contractor *(if applicable)*

Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations.

Canada will provide the Contractor evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor has to pay federal excise tax, Canada will reimburse the Contractor if the Contractor takes such steps as Canada may require to recover any payment made by the Contractor. The Contractor must refund to Canada any amount so recovered.

7.8 Invoicing Instructions

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; and
- c. the description and value of the milestone claimed as detailed in the Contract.

As applicable, each claim must be supported by:

- a. a copy of time sheets to support the time claimed; and
- b. a copy of the invoices, receipts, vouchers for all direct expenses and travel expenses.

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 the claim on form PWGSC-TPSGC 1111, and e-mail it to the Contracting Authority for review. The Contracting Authority will then forward the claim to the Project Authority for certification and onward submission to the client's 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.

7. Certifications and Additional Information

7.9.1 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.

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

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

7.10 Applicable Laws

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

7.11 Priority of Documents

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

- a. the Articles of Agreement;
- b. Schedule A, Basis of Payment;
- c. Schedule B, Deliveries and Milestones;
- d. the supplemental general conditions 4010 (2012-07-16), Services - Higher Complexity;
- e. the general conditions 2030 (2016-04-04), General Conditions - Higher Complexity - Goods;
- f. 1031-2 (2012-07-16), Contract Cost Principles;
- g. Annex A, Statement of Work;
- h. Annex B, Technical Statement of Requirement;
- i. the signed Task Authorizations (including all of its annexes, if any);
- j. the Contractor's bid dated _____.

7.12 Foreign Nationals *(as applicable)*

Foreign Nationals (Canadian Contractor):

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

- OR -

Foreign Nationals (Foreign Contractor):

L'entrepreneur doit se conformer aux exigences canadiennes en matière d'immigration relatives aux ressortissants étrangers qui doivent séjourner temporairement au Canada pour exécuter le contrat. Si l'entrepreneur souhaite embaucher un ressortissant étranger pour travailler au Canada, pour exécuter le contrat, il devrait communiquer immédiatement avec le bureau régional de Service Canada le plus près, pour obtenir des renseignements sur les exigences de Citoyenneté et Immigration Canada en ce qui concerne la délivrance d'un permis de travail temporaire à un ressortissant étranger. L'entrepreneur doit acquitter tous les frais occasionnés par suite de la non-conformité aux exigences en matière d'immigration.

7.13 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.

7.14 Controlled Goods Program

Not used.

7.15 Limitation of Liability

Not used.

7.16 Access to Government Site, Facility, or Equipment

7.16.1 Government Site Regulations

The Contractor must comply with all regulations, instructions and directives in force on the site where the Work is performed.

7.16.2 Access to Facilities and Equipment

Canada's facilities, equipment, documentation and personnel are not automatically at the disposal of the Contractor. If access to government premises, computer systems (micro computer network), working space, telephones, terminals, documentation and personnel for consultation is required by the Contractor to perform the Work, the Contractor must advise the Contracting Authority of the need for such access in a timely fashion. If the Contractor's request for access is approved by Canada and arrangements are made to provide access to the Contractor, the Contractor, its subcontractors, agents and employees must comply with all the conditions applicable at the Work site. The Contractor must further ensure that the facilities and equipment are used solely for the performance of the Contract.

7.16.3 Identification Badge

Any person assigned to the performance of any part of the Work that is performed on government premises must wear in a conspicuous place the identification badge issued to that person by Canada.

When a person is required to wear a safety helmet, the Contractor, if requested to do so by the Contracting Authority, must paint the number appearing on the badge on the front of the safety helmet.

7.17 Shipping Instructions

7.17.1 Delivery and Unloading

1. Delivery trucks must be equipped with an unloading device which will permit unloading at sites with no hydraulic, stationary or other type of unloading facility.

-
2. When making deliveries, sufficient personnel must be provided to permit unloading of any type of vehicle without the assistance of federal government personnel.
 3. At some sites, the delivery truck must be unloaded while parked at the curb. When material is placed on the sidewalk, it must be placed in proximity to the designated entrance so as to be readily accessible to transport by mechanical handling equipment utilized by site personnel.

7.17.2 Delivery Instructions

1. Goods must be consigned to the destination specified in the Contract and delivered:
Delivered Duty Paid (DDP) (specified destination) Incoterms 2010.
2. Unless otherwise directed, delivery must be made by the most economical means. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and Applicable Taxes.
3. The Contractor must deliver the goods by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the designated contact person. The consignee may refuse shipments when prior arrangements have not been made. Refer to Schedule B for additional instructions.

ANNEX A

STATEMENT OF WORK (SOW)

Under the Ocean Protection Plan (OPP) the Canadian Coast Guard (CCG) will acquire, install, train, and exercise with rapidly deployable emergency towing packages on major CCG vessels as well as at strategically located staging areas.

As all vessels are not identical, and the kits need to be helicopter deployable, it has been determined that three (3) types are required:

A Small Emergency Towing Kit for towed vessels below 20,000 dead weight tonnes (DWT) a Large Emergency Towing Kit for towed vessels between 20,000 and 50,000 DWT and an Extra Large Emergency Towing Kit for towed vessels over 50,000 DWT.

Three (3) additional towline segments kits will also be required to complement the primary kit as needed.

CCG Emergency Towing Capability

The Primary Mission of the Emergency Towing Kits is to provide safe and efficient, large vessel emergency towing capability.

The Emergency Towing Kits shall meet the regulatory requirement described in the following:

- Canada Shipping Act, 2001
 - Cargo, Fumigation and Tackle Regulations
- IMO Resolution MSC.35 (63) for the adoption of guidelines for emergency towing arrangements on tankers.

The Emergency Towing Kits shall meet the following standards:

- ISO 2307 (2010) – Fibre ropes –Determination of certain physical and mechanical properties.
- CI 1500 (current version) – Test Methods for Fibre Rope.
- ISO 90001 (2008) –Quality Management Systems.

Secondary Mission:

Enhanced CCG Emergency Readiness Capability

The secondary mission of the Emergency Towing Kits is to render available the necessary equipment to assisting vessels, by means of vessel and/or helicopter deployment the necessary equipment to safely and efficiently tow disabled vessels in emergency situations.

ANNEX B

TECHNICAL STATEMENT OF REQUIREMENTS (TSOR)

The Emergency Towing Kits will provide the necessary equipment to perform emergency towing operations for vessels as specified below:

Type 1 (Small Emergency Towing Kit): for vessels below 20,000 DWT.

- **Type A1:** Additional towline segments kits for vessels below 20,000 DWT.

Type 2 (Large Emergency Towing Kit): for vessels between 20,000 and 50,000 DWT.

- **Type A2:** Additional towline segments kits for vessels between 20,000 and 50,000 DWT.

Type 3 (Extra Large Emergency Towing Kit): for vessels over 50,000 DWT.

- **Type A3:** Additional towline segments kits for vessels over 50,000 DWT.

PERFORMANCE REQUIREMENTS

Type 1 (Small Emergency Towing Kit): for vessels below 20,000 DWT
--

The Type 1 Emergency Towing Kits shall consist of:

- | |
|---|
| <ol style="list-style-type: none">1. One (1) Red lighted retrievable float:<ol style="list-style-type: none">a. Means to connect lighted retrieval buoy to messenger line spliced eye.1. One (1) messenger line:<ol style="list-style-type: none">a. Minimum length of 122 m.b. Minimum breaking strength of 78.45 KN (8 T (m)) in spliced rope.c. Material shall be bright in colour (yellow or orange).d. Thimble capable of accommodating 5 T (m) KG Safe Working Load (SWL) at one end.e. Fitted with a 1.8 m spliced eye at one end. Eye shall be fitted with independent chafe protection.f. Fitted with 5 T (m) SWL shackle (shackle must be rust proof and may be screw or bolt type).g. Floating3. One (1) towline:<ol style="list-style-type: none">a. Minimum length of 92 m.b. Minimum breaking strength of 1000 KN (102 T (m)) in spliced rope.c. Fitted with a 2.5 m spliced eye each end. Eye shall be fitted with independent chafe protection.d. Fitted with one (1) 55 T (m) SWL shackle (shackle must be rust proof and may be screw or bolt type). |
|---|

-
- e. Floating.
4. One (1) air deployable container:
 - a. Container shall be fitted with mechanically locking lid.
 - b. Container dimensions shall be sufficient to contain all the equipment listed above.
 - c. Total weight of the kit (including container) shall not exceed 200 Kg.
 - d. Container material shall be shock resistant.
 5. One (1) Pneumatic Line Thrower:
 - a. With a minimum horizontal deployment distances of 120 m.
 - b. A heaving line of minimum 152 m in length with a minimum breaking strength of 680 Kg.
 - c. Non-pyrotechnic technology, requiring no special storage, shipping of licencing in Canada.
 - d. Pneumatic Line Thrower shall be stowed in a bag.
-

Type A1: Additional towline segments for vessels below 20,000 DWT

The **Type A1** Additional kits shall consist of:

1. Two (2) towline:
 - a. Minimum length of 92 m.
 - b. Minimum breaking strength of 1000 KN (102 T (m)) in spliced rope.
 - c. Fitted with a 2.5 m spliced eye each end. Eye shall be fitted with independent chafe protection.
 - d. Fitted with two (2) 55 T (m) SWL shackle (shackle must be rust proof and may be screw or bolt type)
 - e. Floating.
 2. One (1) air deployable container:
 - a. Container shall be fitted with mechanically locking lid.
 - b. Container dimensions shall be sufficient to contain all the equipment listed above.
 - c. Total weight of the kit (including container) shall not exceed 400 Kg.
 - d. Container shall be equipped with one (1) lifting bridle (for crane lifting or helicopter slinging)
 - e. Container material shall be shock resistant.
-

Type 2 (Large Emergency Towing Kit): for vessels between 20,000 and 50,000 DWT.

The **Type 2** Emergency Towing Kits shall consist of:

1. One (1) Red lighted retrievable float:
 - a. Means to connect lighted retrieval buoy to messenger line spliced eye.
 2. One (1) messenger line:
 - a. Minimum length of 122 m.
 - b. Minimum breaking strength of 200 KN (24.4 T (m)) in spliced rope.
 - c. Material shall be bright in colour (yellow or orange)
 - d. Thimble capable of accommodating 13 T (m) KG SWL shackle at one end.
 - e. Fitted with a 1.8 m spliced eye at one end. Eye shall be fitted with independent chafe protection.
 - f. Fitted with 13 T (m) SWL shackle (shackle must be rust proof and may be screw or bolt type)
 - g. Floating
 3. One (1) towline:
 - a. Minimum length of 92 m.
 - b. Minimum breaking strength of 2000 KN (204 T (m)) in spliced rope.
-

- c. Fitted with a 2.5 m spliced eye at each end. Eye shall be fitted with independent chafe protection.
- d. Fitted with 105 T (m) SWL shackle (shackle must be rust proof and may be screw or bolt type)
- e. Floating

4. One (1) air deployable container:

- a. Container shall be fitted with mechanically locking lid.
- b. Container dimensions shall be sufficient to contain all the equipment listed above.
- c. Total weight of the kit (including container) shall not exceed 360 Kg.
- d. Container shall be equipped with one (1) lifting bridle (for crane lifting or helicopter slinging).
- e. Container material shall be shock resistant.

5. One (1) Pneumatic Line Thrower:

- a. With a horizontal deployment distances of 120 m.
- b. A heaving line of minimum 152 m in length with a minimum breaking strength of 680 Kg.
- c. Non-pyrotechnic technology, requiring no special storage, shipping of licencing in Canada.
- d. Pneumatic Line Thrower shall be stowed in a bag.

Type A2: Additional towline segments for vessels between 20,000 and 50,000 DWT.

Type A2 Additional kits shall consist of:

1. Two (2) towline:

- a. Minimum length of 92 m.
- b. Minimum breaking strength of 2000 KN (204 T (m)) in spliced rope.
- c. Fitted with a 2.5 m spliced eye at each end. Eye shall be fitted with independent chafe protection.
- d. Fitted with two (2) 105 T (m) SWL shackle (shackle must be rust proof and may be screw or bolt type)
- e. Floating

2. One (1) air deployable container:

- a. Container shall be fitted with mechanically locking lid.
- b. Container dimensions shall be sufficient to contain all the equipment listed above.
- c. Total weight of the kit (including container) shall not exceed 720 Kg.
- d. Container shall be fitted with two (2) handles on at each end.
- e. Container shall be equipped with one (1) lifting bridle (for crane lifting or helicopter slinging).
- f. Container material shall be shock resistant.

Type 3 (Extra Large Emergency Towing Kit): for vessels over 50,000 DWT

The **Type 3** Emergency Towing Kits shall consist of:

1. One (1) Red lighted retrievable float:

- a. Means to connect lighted retrieval buoy to messenger line spliced eye.

2. One (1) messenger line:

- a. Minimum length of 122 m.
- b. Minimum breaking strength of 200 KN (24.4 T (m)) in spliced rope.
- c. Material shall be bright in colour (yellow or orange)
- d. Thimble capable of accommodating 13 T (m) KG SWL shackle at one end.
- e. Fitted with a 1.8 m spliced eye at one end. Eye shall be fitted with independent chafe protection.
- f. Fitted with 13 T (m) SWL shackle (shackle must be rust proof and may be screw or bolt type)
- g. Floating

3. One (1) towline:

- a. Minimum length of 92 m.
- b. Minimum breaking strength of 4000 KN (408 T (m)) in spliced rope.
- c. Fitted with a 2.5 m spliced eye at each end. Eye shall be fitted with independent chafe protection.
- d. Fitted with 205 T (m) SWL shackle (shackle must be rust proof and may be screw or bolt type)
- e. Floating

4. One (1) air deployable container:

- a. Container shall be fitted with mechanically locking lid.
- b. Container dimensions shall be sufficient to contain all the equipment listed above.
- c. Total weight of the kit (including container) shall not exceed 460 Kg.
- d. Container shall be equipped with one (1) lifting bridle (for crane lifting or helicopter slinging).
- e. Container material shall be shock resistant.

5. One (1) Pneumatic Line Thrower:

- a. With a horizontal deployment distances of 120 m.
- b. A heaving line of minimum 152 m in length with a minimum breaking strength of 680 Kg.
- c. Non-pyrotechnic technology, requiring no special storage, shipping of licencing in Canada.
- d. Pneumatic Line Thrower shall be stowed in a bag

Type A3: Additional towline segments for vessels over 50,000 DWT.

Type A3 Additional kits shall consist of:

1. Two (2) towline:

- a. Minimum length of 92 m.
- b. Minimum breaking strength of 4000 KN (408 T (m)) in spliced rope.
- c. Fitted with a 2.5 m spliced eye at each end. Eye shall be fitted with independent chafe protection.
- d. Fitted with two (2) 105 T (m) SWL shackle (shackle must be rust proof and may be screw or bolt type)
- e. Floating

2. One (1) air deployable container:

- a. Container shall be fitted with mechanically locking lid.
- b. Container dimensions shall be sufficient to contain all the equipment listed above.
- c. Total weight of the kit (including container) shall not exceed 920 Kg.
- d. Container shall be equipped with one (1) lifting bridle (for crane lifting or helicopter slinging).
- e. Container material shall be shock resistant.

Equipment Control and Documentation
Every container shall be marked with an individual tracking number starting at CCG-GCC 001 to CCG-GCC XXX
Every container shall be marked with what kit type, (Type 1, 2 or 3, Type A1, A2 or A3)
Every container shall be fitted with a laminated card listing the content and including a schematic of the towing arrangement (in French and in English).
Every Pneumatic Line Thrower bag shall be fitted with a laminated card listing the content and instructions (in French and in English).

TRAINING

Deck officers and crew who will be using the Emergency Towing Kits will receive a formal training course.

This training course shall be available in French and English.

Purpose:

To train the deck officers and crew in the proper operation of Emergency Towing Kits for vessels and stations equipped with such systems.

Scope: Familiarisations Training

The Familiarisations Training will consist of two sessions:

Classroom session:

1. Knowledge and understanding of the material:
 - a. Introduction to the equipment and identification of the materials parts with their usage and purpose.
 - b. Deployment procedures for the Emergency Towing Kit. (It should include the additional towline equipment procedures)
 - c. Recovery and storage procedures for the ETK.
 - d. Basic Life cycle management of the material and equipment
2. Safety oriented behavior:
 - a. Precautions and limitations of the equipment's.
 - b. Risk assessment and management to consider while using the ETK.

Hands-on session:

1. Safety oriented behavior:
 - a. safe procedures while operating the equipment's.
 - b. Continual risk assessment and management during operations.
2. Knowledge and understanding of the material:
 - a. Practice with the equipment and identification of the kit content materials parts with their usage and purpose.
 - b. Practice exercise to deploy the Emergency Towing kit.
 - c. Practice and overview on care, inspections, storage, maintenance of the equipment.
3. Team work and communication:
 - a. Learn to deploy equipment in a cooperative approach in a common standard language.

SCHEDULE A

BASIS OF PAYMENT

The Bidder must complete the fill-ins and tables in Schedule A by providing firm unit prices for each item for each period, as applicable, in Canadian currency.

1. General

- a. Prices are based on Delivered Duty Paid (DDP) Destination Incoterms 2010.
- b. Prices include customs duties but Applicable Taxes are extra.
- c. Items must be invoiced based on the price established for the date of the order (via Contract or Contract Amendment) and not the delivery or acceptance date.
For example, if prices were based on the calendar year and a contract amendment was issued on December 31, 2017 to purchase a widget but the widget was not delivered until January 1, 2018, the contract amendment and invoice for the order would reflect the Year 2017 price and not the Year 2018 price.

2. Currency

All prices are in Canadian currency.

3. Required Goods and Services from Date of Contract to January 31, 2019

Item #	Item Description ¹	Total QTY ²	Firm Unit Price DDP Destination ³
1	Type 2 – Large Emergency Tow Kit Supply and applicable certifications.	2	
2	Type A2 – Additional Tow Line Segment Kits	2	
3	Operational Training Conduct Operational On Site Training Session. Notes: a. Units indicate total number of sessions; and b. No travel costs are to be included – Travel will be paid in accordance with clause Article 7.7.3 of the Contract.	2	

¹: A brief description of the item that must be delivered in accordance with the Contract including Annex A & B

- ²: The total number of units that are required across all delivery locations. Schedule B will identify the quantity of units that are required for each known delivery location.
- ³: See Schedule B for destinations.

4. Optional Goods and/or Services

			To Jan 31, 2019	Option Yr 1	Option Yr 2
Item #	Item Description ⁴	Max. QTY ⁵	Firm Unit Price DDP	Firm Unit Price DDP	Firm Unit Price DDP
4	Type 1 – Small Emergency Tow Kit (vessels <20,000 DWT)	30			
5	Type 2 – Large Emergency Tow Kit - (vessels <50,000 - >20,000 DWT)	18			
6	Type 3 - X-Large Emergency Tow Kit (vessels >50,000 DWT)	14			
7	Type A1 (Small) – additional tow line segment kits	30			
8	Type A2 (Large) – additional tow line segment kits	18			
9	Type A3 (Xlarge) – additional tow line segment kits	14			

			To Jan 31, 2019	Option Yr 1	Option Yr 2
Item #	Item Description ⁴	Max. QTY ⁵ Days	Firm Unit Price DDP	Firm Unit Price DDP	Firm Unit Price DDP
10	Training – on site				

Notes:

⁴: A brief description of the item that must be delivered in accordance with the Contract including all Annexes and Appendices.

⁵: Optional Items may be procured on as many occasions as necessary up to the identified maximum total quantity.

⁶: Southern destinations will be within Canada (but not in the Northwest Territories, Nunavut, or Yukon) but specific locations will to be determined at the time of the order.

⁷: Northern destinations will be within the Northwest Territories, Nunavut, or Yukon but specific locations will to be determined at the time of the order.

4. Work Arising's and Task Authorizations

The provision of other parts, tools, equipment, spares, kits, and services in support of the deliverables may be identified and procured via the Task Authorization process.

Work Arisings and Task Authorizations may be negotiated and authorized at any time during the Period of the Contract.

For satisfactory performance of authorized work, as specified in each individual Task Authorization, payment shall be made in accordance with the Contractor's most recently approved rates. Rates inclusive of profit shall be provided to the Contracting Authority. Rates shall be certified by the Contractor to be accurate, and may be verified as required. Other forms of price certification may also be required

SCHEDULE B

DELIVERIES

The Bidder must identify in the table in Article 1 below the Delivery Date for each delivery. While delivery is requested by March 31, 2018, the delivery must be made within the number of days identified below after an order has been made. For the purposes of the Required Goods (Schedule A - Items #1 & 2), the date of the order is deemed to be Contract Award.

1. Deliveries

All deliveries must be received DDP by the Delivery Date identified in the table above

Item #¹	Item Description¹	Destination²	QTY	Delivery Date³ (calendar days)
1	TYPE 2 - Large	Sidney, BC	1	
1	TYPE 2 - Large	Dartmouth, NS	1	
2	Type A2 – Large	Sidney, BC	1	
2	Type A2 - Large	Dartmouth, NS	1	

Notes:

- ¹: Refer to Schedule A for more item details.
- ²: Destination addresses will be provided upon contract award in Section 3 below.
Additional Canadian delivery destinations may be included if and when any options are exercised.
- ³: Complete delivery must occur within the specified number of calendar days from the date of the order.

2. Delivery Destination Addresses

< inserted at contract award >

3. Delivery Date Changes

Delivery date is an essential part of this contract. Except for a claim of excusable delay pursuant to Article 11 (Excusable delay) of the General Conditions 2030, any changes to the delivery date(s) specified in the Contract will prejudice Canada and will, at Canada's discretion, result in any or all of the following:

- a. Contract Termination in accordance with Article 31 (Default by the Contractor), and the Contractor will be liable to Canada for all losses and damages suffered by Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Canada in procuring the Work from another source;
- b. Consideration for Contract Amendment: Delivery date(s) will not be extended without consideration being provided by the Contractor in the form of adjustment to the price, warranty, and/or goods and services provided; and
- c. The execution of any applicable actions outlined in vendor performance policies established by Canada.

ANNEX C

TASK AUTHORIZATION FORM PWGSC-TPSGC 572

ANNEX 1 to Part 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only).

ANNEX 1 to PART 5 OF THE BID SOLICITATION

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

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

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

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

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

OR

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

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

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