



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada

Pacific Region

401 - 1230 Government Street

Victoria, B.C.

V8W 3X4

Bid Fax: (250) 363-3344

**INVITATION TO TENDER**

**APPEL D'OFFRES**

Tender To: Public Works and Government Services  
Canada

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

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

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

**Comments - Commentaires**

**Vendor/Firm Name and Address**

Raison sociale et adresse du  
fournisseur/de l'entrepreneur

**Issuing Office - Bureau de distribution**

Public Works and Government Services Canada -  
Pacific Region

401 - 1230 Government Street

Victoria, B. C.

V8W 3X4

<b>Title - Sujet</b> Anode & Float Ladder Fabrication	
<b>Solicitation No. - N° de l'invitation</b> F1571-175081/A	<b>Date</b> 2018-01-25
<b>Client Reference No. - N° de référence du client</b> F1571-175081	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$XLV-591-7438
<b>File No. - N° de dossier</b> XLV-7-40209 (591)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2018-03-07</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Pacific Standard Time PST	
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Zwarich, Eric	<b>Buyer Id - Id de l'acheteur</b> xlV591
<b>Telephone No. - N° de téléphone</b> (250) 661-2347 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Fisheries and Oceans Canada See herein	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Requirement**

Fisheries and Oceans – Small Harbours has a requirement for the supply, fabrication, and delivery of aluminum anodes, aluminum float ladders, and ladder installation kits to Stevenson Harbour in Richmond, BC. Canada also has the irrevocable option to acquire additional quantities within 365 days after contract award.

### **1.2 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.

### **1.3 Trade Agreements**

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).

## **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](#) (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### **2.2 Submission of Bids**

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

#### **2.2.1 Optional Goods**

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described in Annex A of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option within [365](#) days after contract award by sending a written notice to the Contractor.

### **2.3 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

### **2.4 Applicable Laws**

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory

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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.

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## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

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

Section I: Technical Bid – Two (2) hard copies;  
Section II: Financial Bid – One (1) hard copy;  
Section III: Certifications – One (1) hard copy.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid. Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

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

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

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

#### **Section I: Technical Bid**

In their technical bid, Bidders should 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.

#### **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

##### **3.1.1 Electronic Payment of Invoices – Bid**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex “C” Electronic Payment Instruments, to identify which ones are accepted.

If Annex “C” Electronic Payment Instruments 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.

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### **3.1.2 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.

### **3.1.3 Mandatory Tender Deliverable Check List**

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

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

### **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.

#### **4.1.1 Financial Evaluation**

*SACC Manual* Clause [A0222T](#) (2014-06-26) Evaluation of Price

### **4.2 Basis of Selection**

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 on a category by category basis (as defined in Annex B – Basis of Payment) will be recommended for award of a contract.

A bidder may submit a bid for one or more of the categories, and will be evaluated against all other bidders in each individual category. One or more contracts may be awarded depending on the bid evaluation results for each category.

**For details on Item breakdown refer to Annex B – Basis of Payment**

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## 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 Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

### 5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

#### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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 titled 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.

### 5.3 Contract Financial Security

1. If the bid is accepted, the Bidder must provide one of the following contract financial securities within 10 calendar days after the date of contract award. The Bidder is to indicate below, the type of Contract Financial Security they intend to provide and for which they have inserted a cost in Annex B:

**EITHER**

( )

- a. a performance bond (form PWGSC-TPSGC 505) and a labour and material payment bond (form PWGSC-TPSGC 506), each in the amount of 50% percent of the contract price. Any bond must be accepted as security by one of the bonding companies listed in Treasury Board Contracting Policy, Appendix L, Acceptable Bonding Companies.

**OR**

( )

- b. a security deposit (as defined in Paragraph 4 below) to the value of 10 percent of the contract price.
2. Security deposits in the form of government guaranteed bonds with coupons attached will be accepted only if all coupons that are unmatured, at the time the security deposit is provided, are attached to the bonds. The Contractor must provide written instructions concerning the action to be taken with respect to coupons that will mature while the bonds are pledged as security, when such coupons are in excess of the security deposit requirement.
  3. If Canada does not receive the required financial security within the specified period, Canada may terminate the Contract for default pursuant to the Contract default provision.
  4. In this clause:

**"security deposit"** means

- a. a bill of exchange that is payable to the Receiver General for Canada and certified by an approved financial institution or drawn by an approved financial institution on itself; or
- b. a government guaranteed bond; or

- c. an irrevocable standby letter of credit, or
- d. such other security as may be considered appropriate by the Contracting Authority and approved by Treasury Board;

**"approved financial institution" means**

- a. any corporation or institution that is a member of the Canadian Payments Association;
- b. a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the "Régie de l'assurance-dépôts du Québec" to the maximum permitted by law;
- c. a credit union as defined in paragraph 137(6) of the Income Tax Act;
- d. a corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by a Canadian province or territory;
- e. the Canada Post Corporation.

**"government guaranteed bond" means**

- a. a bond of the Government of Canada or a bond unconditionally guaranteed as to principal and interest by the Government of Canada that is:
  - i. payable to bearer;
  - ii. accompanied by a duly executed instrument of transfer of the bond to the Receiver General for Canada in accordance with the Domestic Bonds of Canada Regulations;
  - iii. registered in the name of the Receiver General for Canada.

**"irrevocable standby letter of credit" means**

- a. means any arrangement, however named or described, whereby a financial institution (the "Issuer"), acting at the request and on the instructions of a customer (the "Applicant"), or on its behalf,
  - i. will make a payment to or to the order of Canada, as the beneficiary;
  - ii. will accept and pay bills of exchange drawn by Canada;
  - iii. authorizes another financial institution to effect such payment, or accept and pay such bills of exchange; or
  - iv. authorizes another financial institution to negotiate, against written demand(s) for payment, provided that the conditions of the letter of credit are complied with.

**"conditions" of the letter of credit are**

- a. must state the face amount which may be drawn against it;
- b. must state its expiry date;
- c. must provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the authorized departmental representative identified in the letter of credit by his/her office;
- d. must provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face amount of the letter of credit;
- e. must provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice for Documentary Credits, 2007 Revision, ICC Publication No. 600;
- f. must clearly specify that it is irrevocable or considered to be irrevocable pursuant to article 6c) of the ICC Uniform Customs and Practice for Documentary Credits, 2007 Revision, ICC Publication No. 600; and

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- g. must be issued (Issuer) or confirmed (Confirmer), in either official language, by a financial institution that is a member of the Canadian Payments Association and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.
5. The Bidder must provide the Contracting Authority with a completed annex titled ANNEX G to PART 5 OF THE BID SOLICITATION, before contract award.

#### 5.4 Welding Certification

Welding must be performed by a welder certified by the Canadian Welding Bureau and in accordance with the requirements of the following Canadian Standards Association (CSA) standards:

- a. CSA W47.2-11 (R2014), **Certification of companies for fusion welding of aluminum.**

Before contract award and within **forty-eight** hours of the written request by the Contracting Authority, the successful Bidder must submit evidence demonstrating its (or its subcontractor's) certification to the welding standards.

## **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 Requirement**

The Contractor must provide the items detailed under the "Requirement" 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**

[2010A](#) (2016-04-04), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

### **6.4 Term of Contract**

#### **6.4.1 Delivery Date**

All the deliverables must be received in accordance with the "Requirement" at Annex A.

#### **6.4.2 Delivery Points**

Delivery of the requirement will be made to:

Steveston Harbour, Richmond BC  
12740 Trites Road  
Richmond, BC  
V7E 3R8

#### **6.4.3 Shipping Instructions – Delivered Duty Paid**

Goods must be consigned and delivered to the destination specified in the contract:  
Incoterms 2010 "DDP Delivered Duty Paid" – Richmond, BC.

#### **6.4.5 Delivery Date Changes**

Delivery date is an essential part of this contract. Except for a claim of excusable delay pursuant to Article 07 (Excusable delay) of the General Conditions 2010A, 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 23 (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.

## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Eric Zwarich  
Supply Team Leader  
Public Works and Government Services Canada  
Acquisitions, Marine  
1230 Government Street, Suite 401 Victoria, BC V8W 3X4 Canada  
Telephone: 250-661-2347  
Facsimile: 250-363-3960  
E-mail: [Eric.Zwarich@pwgsc-tpsgc.gc.ca](mailto:Eric.Zwarich@pwgsc-tpsgc.gc.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

### 6.5.2 Technical Authority

The Technical Authority will be identified in the Contract:

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

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

### 6.5.3 Contractor's Representative

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

**For details and to complete please refer to Annex D**

## 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 Progress Payments

Canada will make progress payments in accordance with the payment provisions of the Contract, no more than once a month, for cost incurred in the performance of the Work, up to 90 percent of the amount claimed and approved by Canada if:

- a. an accurate and complete claim for payment using form PWGSC-TPSGC 1111, Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. the amount claimed is in accordance with the basis of payment;
- c. the total amount for all progress payments paid by Canada does not exceed 90 percent of the total amount to be paid under the Contract;
- d. all certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives.

The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted

Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the rights to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

### 6.6.3 Electronic Payment of Invoices – Contract

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);

## 6.7 Invoicing Instructions

The Contractor must submit a claim for payment using form PWGSC-TPSGC 1111, Claim for Progress Payment.

Solicitation No. - N° de l'invitation  
F1571-175081/A  
Client Ref. No. - N° de réf. du client  
F1571-175081

Amd. No. - N° de la modif.  
File No. - N° du dossier  
XLV-7-40209

Buyer ID - Id de l'acheteur  
xlv591  
CCC No./N° CCC - FMS No./N° VME

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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;

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.

The Contractor must submit an invoice along with the PWGSC-TPSGC 1111 in accordance with the section of the General Conditions titled Invoice Submission.

Invoice is to be made out to:  
Department of Fisheries and Oceans Canada – Small Craft Harbours  
200-401 Burrard St., Vancouver, BC, V6C3S4  
Attn: Sara Jossul

Electronic invoice is to be sent for verification to:  
PAC.MARINE@pwgsc-tpsgc.gc.ca  
Please note the file number in the subject line of the email.

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

## **6.8 Certifications and Additional Information**

### **6.8.1 Compliance**

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

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

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

## **6.9 Applicable Laws**

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

## 6.10 Priority of Documents

If there is a discrepancy between the 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 [2010A](#) (2016-04-04), General Conditions - Goods (Medium Complexity)
- (c) Annex A, Requirement;
- (e) Annex B, Basis of Payment;
- (f) the Contractor's bid dated \_\_\_\_\_

## 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.

## **ANNEX "A" - REQUIREMENT**

**ANODE & FLOAT LADDER FABRICATION  
STATEMENT OF WORK**

FISHERIES AND OCEANS CANADA  
SMALL CRAFT HARBOURS – PACIFIC REGION

200 – 401 Burrard Street  
Vancouver, British Columbia  
V6C 3S4

**Departmental Contact**

Richard Chan – Project Engineer  
Small Craft Harbours – Pacific Region  
[Richard.Chan@dfo-mpo.gc.ca](mailto:Richard.Chan@dfo-mpo.gc.ca)  
604-666-1271

## Section 00 01 10 – Table of Contents

Section Number	Section Title	No. of Pages
01 11 00	SUMMARY OF WORK	5
01 33 00	SUBMITTAL REQUIREMENTS	1
02 50 00	ANODES	1
02 59 21	FLOAT LADDER	3
Reference Drawings		
ANODE II	Mil-Spec Marine Aluminium Anode Ladder Installation Drawing	1 1



## Section 01 11 00 – Summary of Work

### Part 1 General

#### 1.1 RELATED REQUIREMENTS

- .1 Section 01 33 00 – SUBMITTAL REQUIREMENTS AND EVALUATION

#### 1.2 DEFINITIONS

- .1 Throughout contract documents, the words “Owner,” “Contracting Authority,” “Harbour Authority,” “Contractor,” “Engineer,” or “Department,” must be defined as follows:

- .1 Owner and Contracting Authority  
Small Craft Harbours Program of the Department of Fisheries and Oceans,  
200-401 Burrard Street Vancouver B.C. V6C 3S4
- .2 Engineer/Departmental Representative  
An employee of the Owner or Engineer assigned by the Owner as the Engineer for this project, or the Engineer’s representative assigned by the Engineer as his representative for the project.
- .3 Contractor  
The party accepted by the Owner with whom a formal contract is entered to complete the work of this project.
- .4 Department  
The Department of Fisheries and Oceans, Canada.

#### 1.3 LOCATION

- .1 The Steveston Small Craft Harbour is located in Steveston, BC part of the City of Richmond.

#### 1.4 WORK COVERED IN CONTRACT

- .1 Work covered in this section comprises of the supply and fabrication of either or both of the following categories of work,  
Category I. Anode Fabrication  
Category II. Float Ladder Fabrication
- .2 All materials must be supplied by the contractor and the contractor is responsible for all labour and materials necessary for fabrication.
- .3 The Contractor must deliver completed items to Steveston Harbour, British Columbia.
- .4 The mandatory quantity of fabricated units for each category item as identified in 1.5 Scope of Work must be completed and deliverable based on the following schedule.

##### **Category I**

###### Item 1 (600 units)

- 100% April 13<sup>th</sup>, 2018,

###### Item 2 (400 units)

- 100% April 13<sup>th</sup>, 2018,

##### **Category II**

###### Item 3 (1200 units)

- 8.3%(100 units) April 13<sup>th</sup>, 2018,
- 50% September 28<sup>th</sup>, 2018,



- 100% April 12<sup>th</sup>, 2019.  
Item 4 (250 units)
  - 100% April 13<sup>th</sup>, 2018,
- .5 The additional optional quantity listed below of fabricated units for each category item as identified in 1.5 Scope of Work must be completed and deliverable within 12 weeks of exercising the option. The Contracting Authority may exercise the option within one (1) year after contract award by sending a written notice to the Contractor.

**Category I**

Item 1 (300 units)

Item 2 (200 units)

**Category II**

Item 3 (600 units)

Item 4 (100 units)

1.5 SCOPE OF WORK

CATEGORY I

.1 30' CABLE ALUMINUM ANODE

.1 Fabrication and Supply

The work to be carried out by the Contractor under this item includes all labour, materials and equipment for the supply of anodes so that they can be installed by others onto Small Craft Harbours structures. The work generally consists of, but is not limited to the following:

.1 Supply of a 30' long cable aluminum anode, including all hardware and accessories necessary for installation-

- .1 The Contractor must supply of all items on drawing ANODE II: MIL-SPEC MARINE ALUMINUM ANODE.

.2 The Contractor must deliver the anodes to:

Steveston Harbour, Richmond BC  
12740 Trites Road  
Richmond, BC  
V7E 3R8

- .1 The Contractor must package anodes on pallets with a maximum weight of 2,000lbs,
- .2 Each pallet must have a clear and legible label secured to package, identifying the material and associated quantity within the package.
- .3 The Contractor must give the Departmental Representative at least two weeks' notice before delivery of the materials to site.



- .2 15' CABLE ALUMINUM ANODE
  - .1 Fabrication and Supply

The work to be carried out by the Contractor under this item includes all labour, materials and equipment for the supply of anodes so that they can be installed by others onto Small Craft Harbours structures. The work generally consists of, but is not limited to the following:

    - . 1 Supply of a 15' long cable aluminum anode, including all hardware and accessories necessary for installation.
      - .1 The Contractor must supply of all items on drawing ANODE II: MIL-SPEC MARINE ALUMINUM ANODE, with the exception of a 15' long cable instead of 30' long cable.
    - .2 The Contractor must deliver the anodes to:

Steveston Harbour, Richmond BC  
12740 Trites Road  
Richmond, BC  
V7E 3R8
    - .1 The Contractor must package anodes on pallets with a maximum weight of 2,000lbs,
    - .2 Each pallet must have a clear and legible label secured to package, identifying the material and associated quantity within the package.
    - .3 The contractor must give the Departmental Representative at least two weeks' notice before delivery of the materials to site.

## CATEGORY II

- .3 FLOAT LADDERS WITH INSTALLATION KITS
  - .1 Fabrication and Supply

The work to be carried out by the Contractor under this item includes all labour, materials and equipment for the supply of anodes so that they can be installed by others onto Small Craft Harbours structures. The work generally consists of, but is not limited to the following:

    - . 1 The Contractor must supply a 5 rung aluminum ladder.
      - .1 The Contractor must supply of all items on drawing LADDER INSTALLATION DRAWING.
      - .2 Ladder must be powder coated from the top down to and including the 3<sup>rd</sup> rung in Coastal Safety Yellow, in accordance with manufacturer's specifications.
    - .2 This item includes the supply of all hardware and accessories necessary for the installation of the ladders as listed in the drawing LADDER INSTALLATION DRAWING.
    - .3 This item includes the delivery of float ladders to:

Steveston Harbour, Richmond BC  
12740 Trites Road



Richmond, BC  
V7E 3R8

- .1 The Contractor must package float ladders on pallets with a maximum weight of 2,000lbs,
- .2 Each pallet must have a clear and legible label secured to package, identifying the material and associated quantity within the package.
- .3 The contractor must give the Departmental Representative at least two weeks' notice before delivery of the materials to site.
- .4 All hardware and accessories necessary for installation of each unit must be packaged in a clear 4 Mil industrial polyethylene bag, zap strapped and taped to each ladder.
  1. All hardware must be packaged in an additional clear 4 Mil industrial polyethylene bag, prior to placing in accessories bag to be attached to ladders.

.4 FLOAT LADDERS INSTALLATION KITS

- .1 Fabrication and Supply  
The work to be carried out under this item includes all labour, materials and equipment for the supply of anodes so that they can be installed by others onto Small Craft Harbours structures. The work generally consists of, but is not limited to the following:
  - .1 This item only includes the supply of all hardware and accessories necessary for the installation of the ladders as listed in the drawing LADDER INSTALLATION DRAWING.
  - .2 This item excludes the ladder in the drawing LADDER INSTALLATION DRAWING.
  - .3 This item includes the delivery of float ladders to:

Steveston Harbour, Richmond BC  
12740 Trites Road  
Richmond, BC  
V7E 3R8

- .1 The Contractor must package float ladders on pallets with a maximum weight of 2,000lbs,
- .2 Each pallet must have a clear and legible label secured to package, identifying the material and associated quantity within the package.
- .3 The contractor must give the Departmental Representative at least two weeks' notice before delivery of the materials to site.
- .4 All hardware and accessories necessary for installation of each unit must be packaged in a clear 4 Mil industrial polyethylene bag.
  1. All hardware must be packaged in an additional clear 4 Mil industrial polyethylene bag, prior to placing in accessories bag to be attached to ladders.



1.6 DOCUMENTS REQUIRED

.1 The Contractor must maintain at job site, one copy each document as follows:

- .1 Contract Drawings, Specifications and any Addenda.
- .2 Change Orders and other Modifications to Contract.
- .3 Copy of Approved Work Schedule.

.2 All submittals must be in accordance with Section 01 33 00 – SUBMITTAL REQUIREMENTS.

**Part 2 Products**

2.1 NOT USED

.1 Not used.

**Part 3 Execution**

3.1 NOT USED

.1 Not used.

**END OF SECTION**



Section 01 33 00 – Submittal Requirements

**Part 1 General**

1.1 RELATED SECTIONS

- .1 Section 01 11 00 – SUMMARY OF WORK

1.2 ADMINISTRATIVE

- .1 Submit to the Departmental Representative submittals for review. Submit promptly and in orderly sequence to not cause delay in Work.
  - .1 Departmental Representative will review and provide a response within 48 hours of submittal.
- .2 Do not proceed with Work affected by submittal until review is complete.
- .3 Present shop drawings, product data, samples and mock ups in SI Metric units.
- .4 The Contractor must provide all measurements in applicable SI Metric units, Conversion from other measurements will be accepted.
- .5 The Contractor must review submittals prior to submission to the Departmental Representative. This review represents that necessary contract requirements have been determined and verified by the Contractor, or will be, and that each submittal has been checked and co-ordinated with requirements of Work and Contract Documents. Submittals not stamped, signed by the Contractor, dated and identified as to specific project will be returned without being examined and considered rejected.
- .6 Verify field measurements and affected adjacent Work are co-ordinated.
- .7 Contractor's responsibility for errors and omissions in submission is not relieved by the Departmental Representative's review of submittals.
- .8 Contractor's responsibility for deviations in submission from requirements of Contract Documents is not relieved by the Departmental Representative review.

**Part 2 Products**

2.1 NOT USED

- .1 Not Used.

**Part 3 Execution**

3.1 NOT USED

- .1 Not Used.

**END OF SECTION**



## Section 02 50 00 – Anodes

### Part 1 General

- 1.1 REFERENCE DRAWINGS  
.1 ANODE II – MIL-SPEC MARINE ALUMINUM ANODE

### Part 2 Products

- 2.1 GENERAL  
.1 The Engineer may inspect materials and products at all stages of manufacture and transportation to the Project Site. Satisfactory inspection at any stage does not preclude future rejection if the materials or products are subsequently found to lack uniformity or fail to conform to the requirements specified.
- 2.2 MATERIALS  
.1 Aluminum alloy is to be composed of elements as listed on drawing ANODE II: MIL-SPEC MARINE ALUMINUM ANODE.  
.2 Steel mounting plates: to CSA G40.20/G40.21, Grade 300W.  
.3 Crosby clips to be stainless steel.
- 2.5 FABRICATION  
.1 Fabrication must be executed in a suitably equipped shop, well lit, and providing environmental conditions to promote worker comfort and quality workmanship. Where shop fabrication is not possible, provide temporary shelters to protect workers and materials from conditions that would compromise workmanship.  
.2 Fabricate work square, true, straight and accurate to required size, with joints closely fitted and properly secured.  
.3 Ensure exposed welds are continuous for length of each joint. File or grind exposed welds smooth and flush.
- 2.7 STEEL HARDWARE  
.1 Contractor will supply all hardware with anodes as required for installation, including plates and Crosby clips.

### Part 3 Execution

- 3.1 HANDLING OF MATERIALS  
.1 Anodes will not be accepted if damaged in any manner in handling, including damage from strapping or slings.  
.2 The Contractor must be responsible to repair or replace all materials damaged by handling, storage and/or installation of materials.

**END OF SECTION**



Part 1. General

1.1. REFERENCE DRAWING

- .1 LADDER INSTALLATION DRAWING

1.2. REFERENCES

- .1 Aluminum Association (AA)

.1 AA DAF 45-[03(R2009)], Designation System for Aluminum Finishes.

- .2 ASTM International

.1 ASTM A325M-[09], Standard Specification for Structural Bolts, Steel, Heat Treated, 830 MPa Minimum Tensile Strength [Metric].

.2 ASTM B209M-[07], Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate [Metric].

.3 ASTM B210M-[05], Standard Specification for Aluminum and Aluminum-Alloy Drawn Seamless Tubes [Metric].

.4 ASTM B211M-[03], Standard Specification for Aluminum and Aluminum Alloy Bar, Rod and Wire [Metric].

.5 ASTM F593-[02(2008)], Standard Specification for Stainless Steel Bolts, Hex Cap Screws, and Studs.

- .3 American Welding Society (AWS)

.1 AWS - A5.10/A5.10M[1999(R2007)], Specification for Bare Aluminum and Aluminum Alloy Welding Electrodes and Rods.

- .4 CSA International

.1 CAN/CSA G164-[M92(R2003)], Hot Dip Galvanizing of Irregularly Shaped Articles.

.2 CAN/CSA-S157/S157.1-[05], Strength Design in Aluminum/Commentary on CAN/CSA-S157, Strength Design in Aluminum.

.3 CSA W47.2-[M1987(R2008)], Certification of Companies for Fusion Welding of Aluminum.

.4 CSA W59.2-[M1991(R2008)], Welded Aluminum Construction.

1.3. QUALITY ASSURANCE

- .1 The Contractor must submit 1 copy of manufacturer's mill test reports showing chemical and physical properties and other details of aluminum to be incorporated into work, at least 2 weeks prior to fabrication of structural aluminum.

1.4. DELIVERY, STORAGE AND HANDLING

- .1 The Contractor must deliver, store and handle materials in accordance with manufacturer's written instructions.

- .2 The Contractor must adhere to the following Delivery and Acceptance Requirements: deliver materials to fabrication site in original factory packaging, labelled with manufacturer's name and address.

- .3 The Contractor must adhere to the following Storage and Handling Requirements:



- .1 Store materials off ground and in accordance with manufacturer's recommendations.
- .2 Store and protect aluminum from nicks, scratches, and blemishes.
- .3 Replace defective or damaged materials with new.

## Part 2. Products

### 2.1 GENERAL

- .1 The Engineer may inspect materials and products at all stages of manufacture and transportation to the Project Site. Satisfactory inspection at any stage does not preclude future rejection if the materials or products are subsequently found to lack uniformity or fail to conform to the requirements specified.

### 2.2 MATERIALS

- .1 Aluminum bar, rod, wire: to ASTM B211M.
- .2 Aluminum and Aluminum-Alloy Extruded Bar, Rods, Wire, Shapes, and Tubes: to ASTM B221M.
- .3 Aluminum sheet or plate: to ASTM B209M.
- .4 Aluminum drawn tubes: to ASTM B210M.
- .5 Aluminum bolts and rivets: to ASTM B316M.
- .6 Aluminum welding wire: to AWS - A5.10/A5.10M.
- .7 Stainless steel bolts: to ASTM F593.
- .8 Steel bolts: to ASTM A325M.
- .9 Bituminous paint: MPI - EXT 5.5D, without thinner.
- .10 Galvanizing: hot dip galvanize steel bolts to CAN/CSA-G164, minimum zinc coating of 600 g/m<sup>2</sup>.

### 2.3 FABRICATION

- .1 Fabricate to CAN/CSA-S157.
- .2 Fabrication must be executed in a suitably equipped shop, well lit, and providing environmental conditions to promote worker comfort and quality workmanship. Where shop fabrication is not possible, provide temporary shelters to protect workers and materials from conditions that would compromise workmanship.
- .3 Fabricate work square, true, straight and accurate to required size, with joints closely fitted and properly secured.
- .4 All exposed welds must be continuous for length of each joint. The Contractor must file or grind exposed welds smooth and flush.

### 2.4 FINISHES

- .1 Finish exposed surfaces of aluminum components to Aluminum Association (AA), Designation System for Aluminum Finishes.
  - .1 Clear anodic finish: designation AA-A41.



.2 Finish: plain mill.

2.5 STEEL HARDWARE

.1 Contractor must supply all steel hardware with ladders as required for installation, all steel hardware to be galvanized steel.

Part 3. Execution

3.1 The Contractor must complete Installations to the following:

.1 Do structural aluminum work: to CAN/CSA-S157.

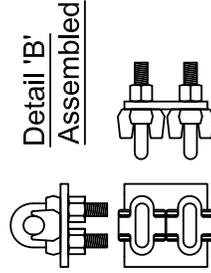
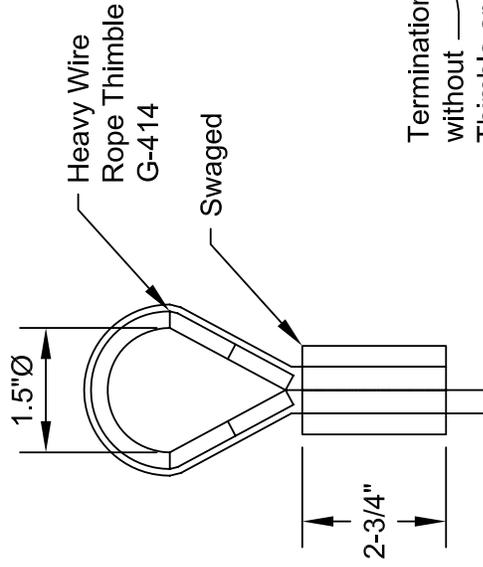
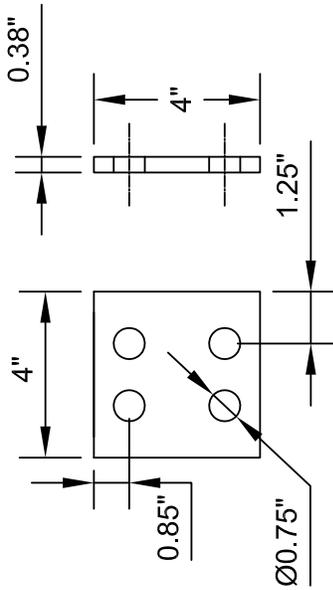
.2 Do welding: to CSA W59.2.

END OF SECTION



NOTE: Aluminum Alloy is Composed of the following elements (MIL-A-24779 (SH))

- ALUMINIUM (Al)	Remainder
- COPPER (Cu)	0.004% (MAX)
- IRON (Fe)	0.090% (MAX)
- INDIUM (In)	0.014% - 0.020%
- MERCURY (Hg)	0.001% (MAX)
- SILICON (Si)	0.080% - 0.200%
- ZINC (Zn)	4.000% - 6.500%



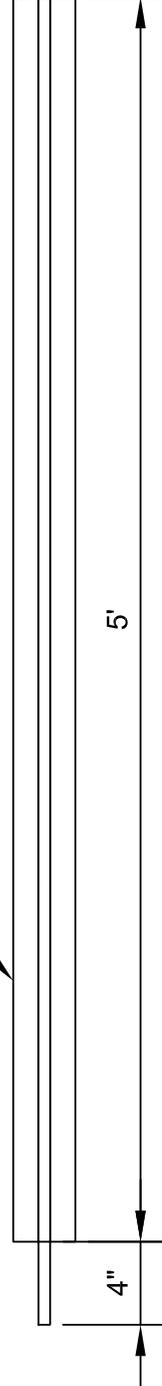
Termination without Thimble or Swage

Termination Detail 'A'

Detail 'B'

9/16"Ø Hot Dip Galvanized Cable (30' in Length)

Mil-A-24779 (SH) Aluminum Anode 3"Ø X 60" (Cast In Place)



FISHERIES AND OCEANS CANADA SMALL CRAFT HARBOURS BRANCH	DESIGNER <b>AME</b>	SCALE NTS
	CHECKED RECOMMENDED APPROVED	DATE <b>JULY 16, 2006</b>
NO.   DATE   REVISIONS	DRAWING NUMBER <b>ANODE II</b>	REVISION
DWG. NO.   REFERENCE DRAWINGS   NOTES	MIL-SPEC MARINE ALUMINIUM ANODE	



## ANNEX "B" - Basis of Payment

### Bidder's Instructions

The Bidder must fill out the pricing schedule below for each category for which the bidder intends to bid and include it in their Financial Bid. The responsive bid with the lowest evaluated price on a category by category basis will be recommended for award of a contract. Applicable taxes are extra.

Category I Evaluated Total will be calculated as a total of Category I Total – Mandatory Items and Category I Total – Option Items.

Category II Evaluated Total will be calculated as a total of Category II Total – Mandatory Items and Category II Total – Option Items.

The lowest price for each category will be recommended for award of a contract. If a single bidder is the lowest price on both items, that bidder will be recommended for award of a contract for both items. If a bidder submits pricing in only one category, that price will be evaluated against all other bids for that individual category.

The Pricing provided in the successful Bid(s) will be incorporated into the resulting Basis of Payment of the Contract(s). The estimated quantities used herein are included for the purpose of evaluation only, and are not a guarantee of work.

### B1. Mandatory Items

ITEM	CLASS OF LABOUR PLANT OR MATERIAL	FIRM UNIT COST – DDP Destination (a)	QUANTITY (b)	TOTAL (CAD\$) (a) x (b)
<b>CATEGORY I - ANODE FABRICATION</b>				
1	PRICE for the fabrication and supply of one anode with a 30' long cable	\$ _____	600	\$ _____
2	PRICE for the fabrication and supply of one anode with a 15' long cable	\$ _____	400	\$ _____
3	Cost for Financial Security as indicated in Annex G for Category I Mandatory Items only. (If Applicable)			\$ _____
<b>Category I Total – Mandatory Items</b>				\$ _____

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 F1571-175081/A  
 Client Ref. No. - N° de réf. du client  
 F1571-175081

Amd. No. - N° de la modif.  
 File No. - N° du dossier  
 XLV-7-40209

Buyer ID - Id de l'acheteur  
 xlv591  
 CCC No./N° CCC - FMS No./N° VME

<b>CATEGORY II – FLOAT LADDER FABRICATION</b>				
3	PRICE for the fabrication and supply of one 5 rung float ladder with float ladder installation kit	\$ _____	1200	\$ _____
4	PRICE for the fabrication and supply of one float ladder installation kit	\$ _____	250	\$ _____
3	Cost for Financial Security as indicated in Annex G for Category II Mandatory Items only. (If Applicable)			\$ _____
<b>Category II Total – Mandatory Items</b>				\$ _____

**B2. Option Items**

The following work shall be considered an optional addition to this tender package and will be part of the price evaluation. Failure to include pricing for the option items for each category the Bidder intends to bid will result in the bid being non-responsive. The Bidder grants to Canada the irrevocable option to acquire any or all the goods and /or services described below under the same conditions of the Contract. The exercise of any option will be at Canada's sole discretion, the option may only be exercised by the Contracting Authority and will be evidenced through a contract amendment. The Contracting Authority may exercise the option within 365 days after contract award by sending a written notice to the Contractor.

<b>ITEM</b>	<b>CLASS OF LABOUR PLANT OR MATERIAL</b>	<b>UNIT COST (a)</b>	<b>ESTIMATED QUANTITY (b)</b>	<b>TOTAL (CAD\$) (a) x (b)</b>
<b>CATEGORY I - ANODE FABRICATION</b>				
1	PRICE for the fabrication and supply of one anode with a 30' long cable	\$ _____	300	\$ _____
2	PRICE for the fabrication and supply of one anode with a 15' long cable	\$ _____	200	\$ _____
<b>Category 1 Total – Option Items</b>				\$ _____
<b>CATEGORY II – FLOAT LADDER FABRICATION</b>				
3	PRICE for the fabrication and supply of one 5 rung float ladder with float ladder installation kit	\$ _____	600	\$ _____
4	PRICE for the fabrication and supply of one float ladder installation kit	\$ _____	100	\$ _____
<b>Category 2 Total – Option Items</b>				\$ _____

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Buyer ID - Id de l'acheteur  
xlV591  
CCC No./N° CCC - FMS No./N° VME

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**B3. Evaluated Total**

<b>CATEGORY I - ANODE FABRICATION</b>	
Category I Total – Mandatory Items	\$ _____
Category I Total – Option Items	\$ _____
<b>CATEGORY I EVALUATED TOTAL</b>	\$ _____
<b>CATEGORY II – FLOAT LADDER FABRICATION</b>	
Category II Total – Mandatory Items	\$ _____
Category II Total – Option Items	\$ _____
<b>CATEGORY II EVALUATED TOTAL</b>	\$ _____

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Amd. No. - N° de la modif.  
File No. - N° du dossier  
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Buyer ID - Id de l'acheteur  
xlV591  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX “C” to PART 3 OF THE BID SOLICITATION**

### **ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder accepts 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);
- Large Value Transfer System (LVTS) (Over \$25M)

## ANNEX “D” - TENDER DELIVERABLES

### D.1 Mandatory Tender Deliverables Checklist

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

No	Solicitation Part	Reference	Description	Condition	Document provided
1	Front page	Front page	Invitation to Tender document part 1 page 1 completed and signed;	Mandatory with the bid	<input type="checkbox"/>
2	3	Article 3.1 Section I	Technical Bid Submission	Mandatory with the bid	<input type="checkbox"/>
3	3	Article 3.1 Section II, Annex C	Financial Evaluation Sheet, completed	Mandatory with the bid	<input type="checkbox"/>
4	6	Articles 6.5.3, Annex D.	Contractor's Representatives, table completed	Mandatory with the bid	<input type="checkbox"/>

### D1.1

#### Supporting Deliverable Requirements

If the following information which supports the bid is not submitted with the Bid; it will be requested by the Contracting Authority, and it must be provided within 48 hours of the written request:

1	Part 6	6.9	Applicable Laws (if applicable)	48 hours of written request	<input type="checkbox"/>
2	Part 5	5.2.1	Integrity Provisions – Required Documentation as per Annex E	48 hours of written request	<input type="checkbox"/>
3	Part 5	5.2.2	Federal Contractors Program for Employment Equity - Bid Certification as per Annex F	48 hours of written request	<input type="checkbox"/>
4	Part 5	5.2.3	Contract Financial Security as per Annex G	48 hours of written request	<input type="checkbox"/>
5	Part 5	5.4	Proof of Welding Certification – CSA W47.2-11 (R2014)	48 hours of written request	<input type="checkbox"/>

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F1571-175081

Amd. No. - N° de la modif.  
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Buyer ID - Id de l'acheteur  
xlV591  
CCC No./N° CCC - FMS No./N° VME

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#### D.1.2 Deliverables after contract award

The following information, which supports the bid, may be requested by the Contracting Authority, and it must be provided within the conditions stated in the table below of the written request:

No.	Article	Description	Condition
2	5.2.3	Contract Financial Security	10 calendar days after contract award

#### D.1.3 Contractor's Representatives

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

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

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File No. - N° du dossier  
XLV-7-40209

Buyer ID - Id de l'acheteur  
xlv591  
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## ANNEX “E” - INTEGRITY PROVISIONS – LIST OF NAMES

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

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

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

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

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

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

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## ANNEX “F” 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)

## **ANNEX “G” to PART 5 OF THE BID SOLICITATION**

### **Financial Security**

1. If the bid is accepted, the Bidder must provide one of the following contract financial securities within 10 calendar days after the date of contract award. The Bidder is to indicate below, the type of Contract Financial Security they intend to provide and for which they have inserted a cost, if applicable, in Annex B:

**EITHER**

( )

- a. a performance bond (form PWGSC-TPSGC 505) and a labour and material payment bond (form PWGSC-TPSGC 506), each in the amount of 50% percent of the contract price. Any bond must be accepted as security by one of the bonding companies listed in Treasury Board Contracting Policy, Appendix L, Acceptable Bonding Companies.

**OR**

( )

- b. a security deposit (as defined in Paragraph 4 below) to the value of 10 percent of the contract price.