



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

THIS DOCUMENT CONTAINS A SECURITY
REQUIREMENT / DOCUMENT CONTIENT DES
EXIGENCES RELATIVES À LA SÉCURITÉ

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

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

Title - Sujet Marine Crane Barge Charter	
Solicitation No. - N° de l'invitation W3555-180172/A	Date 2018-02-06
Client Reference No. - N° de référence du client W3555-180172	
GETS Reference No. - N° de référence de SEAG PW-\$XLV-242-7453	
File No. - N° de dossier XLV-7-40205 (242)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-02-22	Time Zone Fuseau horaire Pacific Standard Time PST
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Szczesniak, Michal	Buyer Id - Id de l'acheteur xlv242
Telephone No. - N° de téléphone (250) 507-0647 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: National Defence Canada See herein	

Instructions: See Herein

Instructions: Voir aux présentes

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

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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 Schedule includes the Basis of Payment.

The Annexes include the Statement of Work, Insurance Requirements, and various forms.

1.2 Summary

The Department of National Defence requires marine crane barge charter services at CFB Esquimalt and Esquimalt Harbour near Victoria, British Columbia, Canada on an as and when requested basis as outlined in the Statement of Work.

This bid solicitation is to establish a contract with task authorizations for the delivery of the Work detailed in the bid solicitation, to the Identified User.

Ahead of any requested activities, the Contractor will be required to prepare its marine barge crane and have it certified to meet the requirements detailed in Annex A of the bid solicitation.

It is currently anticipated that the following activities will be requested at CFB Esquimalt and Esquimalt Harbour:

- a. Mobilization of the marine crane barge on-site no later than noon (Pacific Standard Time) on March 9, 2018 to allow for a daytime security inspection; and
- b. On-site marine crane barge charter services from March 12, 2018 to March 30, 2018 (inclusive).

The actual start and end dates of any requested activities will be determined via the Task Authorization Process outlined in the bid solicitation once the resulting contract is issued.

The period of the resulting contract will be from date of contract to April 26, 2018 (inclusive) with Canada having irrevocable options to extend the term of the contract by up to four additional periods as specified in the resulting

contract clauses under the same conditions.

There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

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.

2.2 Submission of Bids

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

2.3 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.

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
- Section II: Financial Bid
- Section III: Certifications

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.

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.

3.1.6 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.

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.
2. The following "Evaluated Price" equation will be used to determine the evaluated price of the bid based on the prices inserted by the Bidder in its bid Schedule A (Basis of Payment):

Using the Items listed in Schedule A,

Evaluated Price

$$\begin{aligned} = & (1 \times \text{Firm Lot Price of Item A}) \\ & + (1 \times \text{Firm Lot Price of Item B}) \\ & + (1 \times \text{Firm Lot Price of Item C}) \\ & + (1 \times \text{Firm Unit Price of Item D}) \\ & + (1 \times \text{Firm Unit Price of Item E}) \\ & + (1 \times \text{Firm Unit Price of Item F}) \\ & + (15 \times \text{Firm Unit Price of Item G}) \\ & + (1 \times \text{Firm Unit Price of Item H}) \\ & + (1 \times \text{Firm Unit Price of Item I}) \\ & + (1 \times \text{Firm Unit Price of Item J}) \\ & + (6 \times \text{Firm Unit Price of Item K}) \\ & + (1 \times \text{Firm Unit Price of Item L}) \\ & + (1 \times \text{Firm Unit Price of Item M}) \\ & + (1 \times \text{Firm Unit Price of Item N}) \\ & + (1 \times \text{Firm Unit Price of Item O}) \\ & + (1 \times \text{Firm Unit Price of Item P}) \end{aligned}$$

3. The quantities and factors used in the "Evaluated Price" equation are for bid evaluation purposes only. There is no guarantee that the factored quantities of the optional items used in the "Evaluated Price" equation will be procured.

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).

5.2.3 Status and Availability of Resources

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

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

5.2.4 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

1. At the date of bid closing, the following conditions must be met:
 - a. the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
 - b. the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract clauses;
 - c. the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
2. For additional information on security requirements, Bidders should refer to the Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.
3. Foreign suppliers bidding on this procurement should contact the Contracting Authority immediately.

6.2 Insurance – Proof of Availability Prior to Contract Award

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex C.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

6.3 Vessel Charter

The Bidder should provide the following information with its bid.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame of two business days within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

6.3.1 Marine Crane Barge

The following details about the proposed marine crane barge:

- a. Name or Number;
- b. Length;
- c. Beam;
- d. Displacement;
- e. Specifications;
- f. Capability;

- g. Expected Draft (without test weight);
- h. Expected Draft (With test weight);
- i. Make and Model of Crane;
- j. Rated Capacity of Crane (load @ radius);
- k. Crane main boom length;
- l. Deck Layout Drawing (for tug operation);
- m. Crane Manufacture date;
- n. Current Certification; and
- o. Date of last inspection.

6.3.2 Crew Roster

The following details for each Contractor representative proposed to work on the marine crane barge:

- a. Full Name;
 - b. Date of Birth;
 - c. Citizenship;
 - d. Security Clearance Type;
 - e. Security Clearance Number;
 - f. Qualifications & Certifications; and
 - g. Responsibilities on the marine crane barge.
- Note: it is recommended to have more individuals listed than needed to enable replacement/augmentation of crew.

6.3.3 Non-Crew Roster

The following details for each Contractor representative proposed to visit or work at CFB Esquimalt and/or Esquimalt Harbour:

- a. Official Visitor list (if applicable);
- b. Full Name;
- c. Date of birth;
- d. Citizenship;
- e. Security Clearance Type;
- f. Security Clearance Number; and
- g. Responsibilities.

6.4 Valid Labour Agreement

If the Bidder has a labour agreement, or other suitable instrument, in place with its unionized labour or workforce, it must be valid for the proposed period of any resulting contract. Before contract award and within forty-eight (48) hours of written notification by the Contracting Authority the Bidder must provide evidence of that agreement.

6.5 List of Proposed Sub-contractors

If the bid includes the use of subcontractors, the Bidder agrees, upon written request from the Contracting Authority, to provide a list of all subcontractors including a description of the things to be purchased, a description of the work to be performed by specification section and the location of the performance of that work. The list

should not include the purchase of off-the-shelf items, software and such standard articles and materials as are ordinarily produced by manufacturers in the normal course of business, or the provision of such incidental services as might ordinarily be subcontracted in performing the Work, i.e. subcontract work valued at less than \$5,000.00.

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 Statement of Work

The Contractor must provide the goods, services or both described in the Contract, including all the Annexes, Schedules, Appendices, and any other identified documents, to Canada in accordance with, and at the prices and/or rates stated in the Contract.

7.1.2 Task Authorization

7.1.2.1 Task Authorization Process

7.1.2.1.1 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.

7.1.2.1.2 Task Authorization Process:

1. The Technical Authority will provide the Contractor with a description of the task using the "DND 626, 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.

7.1.2.2 Task Authorization - Department of National Defence

The administration of the Task Authorization process will be carried out by (to be announced at contract award). This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

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

2035 (2016-04-04), General Conditions - Higher Complexity – Services, and 1031-2 (2012-07-16), Contract Cost Principles, apply to and form part of the Contract.

7.2.2 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

The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract:

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # W3555-180172

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:
 - a) Security Requirements Check List and security guide (if applicable), attached at Annex B;
 - b) *Industrial Security Manual* (Latest Edition).

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from Date of Contract to April 26, 2018 inclusive.

7.4.2 Delivery

The Contractor must make complete delivery within the Delivery Timeframe(s) identified in Annex A and any applicable authorized Task Authorizations.

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 four additional periods as specified below under the same conditions:

Option Period 1: April 27, 2018 to June 8, 2018;
Option Period 2: June 9, 2018 to June 30, 2018;
Option Period 3: July 1, 2018 to July 31, 2018; and
Option Period 4: August 1, 2018 to August 31, 2018.

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.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Michal Szczesniak
Public Works and Government Services Canada
Acquisitions Program
Pacific Region – Marine Acquisitions
1230 Government Street, Suite 401, Victoria, BC V8W 3X4
Telephone: 250.507.0647
E-mail: michal.szczesniak@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 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.

7.5.3 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 – Section 2. 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 – Section 3.

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 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.

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 invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
 - a. The original invoice must be forwarded to the following address for certification and payment: TBD;
 - b. One (1) copy must be forwarded to: TBD.

7.9 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.

7.10 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. the general conditions 2035 (2016-04-04), General Conditions - Higher Complexity - Services;
- d. 1031-2 (2012-07-16), Contract Cost Principles;
- e. Annex A, Requirement (including all of its appendices);
- f. Annex B, Security Requirements Check List (SRCL);
- g. Annex C, Insurance Requirements;
- h. the signed Task Authorizations (including all of its annexes, if any);
- i. 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):

The Contractor must comply with Canadian immigration legislation 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 Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

7.13 Insurance Requirements

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

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

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

7.14 Access

7.14.1 Canadian Forces Site Regulations

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

7.14.2 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.

7.14.3 Work Site Access

Authorized representatives of Canada must have access to any site where any part of the Work is being carried out at any time during working hours to make examinations and such tests of the Work as they may think fit.

7.15 Vessel Charter - Contract

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

in accordance with the terms of the Contract.

7. If the particulars furnished by the Contractor and set out in the Contract are incorrect or misleading, Canada may, at Canada's discretion, terminate the Contract for default.

7.16 Vessel Condition

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

SCHEDULE A

BASIS OF PAYMENT

Instructions to Bidders:

The Bidder must complete the fill-ins and tables in Schedule A as follows:

- a. *All prices must be in Canadian currency;*
- b. *All prices must include customs duties;*
- c. *All prices must not include Applicable Taxes;*
- d. *The Bidder must provide firm unit prices for each item in:*
 - i. *Section 3 (Prices for Required Items); and*
 - ii. *Section 4 (Prices for As and When Requested Activities via Authorized Task Authorizations);*
- c. *The Bidder is requested to insert "\$0.00" for any cost 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.*

Note: These italicized Instructions to Bidders will be removed from any resulting contract.

1. General

- a. Prices include customs duties but Applicable Taxes are extra.
- b. All prices are in Canadian currency.

2. Prices for Required Items

Item	Item Description	Firm Lot Price
A	All-inclusive price for the completion of all Required Items identified in Section 3.2.1 of Annex A but excluding Section 3.2.1.11 of Annex A.	
B	All-inclusive price for having the marine crane barge and the accompanying equipment and crew ready to fulfil all requirements within 48 hours of receiving an authorized Task Authorization or on the date(s) identified in an authorized Task Authorization as per Section 3.2.1.11 of Annex A. This Item covers the entire initial Period of the Contract (i.e., excludes any option periods).	
C	All-inclusive price for the return of the Contractor's marine crane barge and accompanying equipment to its conventional state upon the conclusion of the Contract. Refer to Section 3.2.3 of Annex A	

3. Prices for As and When Requested Activities via Authorized Task Authorizations

Pricing for the Items below is applicable for the entire Period of the Contract including any exercised option periods.

Item	Item Description	Unit of Issue	Firm Unit Price
D	All-inclusive price for the coordination and mobilization of the Contractor's marine crane barge, accompanying equipment, crew, and tug(s) to Esquimalt Harbour. (The Pilot will meet the Contractor's marine crane barge and tug(s) prior to entry into Esquimalt Harbour). Refer to Sections 3.2.2.1 and 3.2.2.2 of Annex A.	Per incident	
E	Marine Crane Barge Charter Services – DND Security Inspection All-inclusive price for supply and mobilization of the marine crane barge, accompany equipment, and crew on-site at Esquimalt Harbour for daytime security inspection. Note: Item E must not be invoiced if Item G, Item H, Item I, Item J, Item K, or Item L is invoiced for the same day.	Weekday	
F	Marine Crane Barge Charter Services – DND Security Inspection All-inclusive price for supply and mobilization of the marine crane barge, accompany equipment, and crew on-site at Esquimalt Harbour for daytime security inspection. Note: Item F must not be invoiced if Item G, Item H, Item I, Item J, Item K, or Item L is invoiced for the same day.	Weekend Day	
G	Marine Crane Barge Charter Services – Working Day All-inclusive price for the supply of the marine crane barge and its accompanying equipment and all necessary crew and other Contractor representatives to work on-site at Esquimalt Harbour (CFB Esquimalt) and perform activities including those outlined in Sections 3.2.2.3 to 3.2.2.15 (inclusive) of Annex A for the first 8 hours of the day.	8-Hour Day (Weekday)	
H	The continuation of Item G after the first 8 hours of the same day.	Hour (Weekday)	

Item	Item Description	Unit of Issue	Firm Unit Price
I	<p>Marine Crane Barge Charter Services – Working Day</p> <p>All-inclusive price for the supply of the marine crane barge and its accompanying equipment and all necessary crew and other Contractor representatives to work on-site at Esquimalt Harbour (CFB Esquimalt) and perform activities including those outlined in Sections 3.2.2.3 to 3.2.2.15 (inclusive) of Annex A for the first 8 hours of the day.</p>	<p>8-Hour Day (Weekend Day)</p>	
J	<p>The continuation of Item I after the first 8 hours of the same day.</p>	<p>Hour (Weekend Day)</p>	
K	<p>Marine Crane Barge Charter Services – Non-Working Day</p> <p>All-inclusive price for the supply of the marine crane barge and its accompanying equipment at Esquimalt Harbour (CFB Esquimalt) but no Contractor crew and other Contractor representatives required to work on-site alongside DND on that day.</p>	<p>Calendar Day</p>	
L	<p>All-inclusive price for the coordination and mobilization of the marine crane barge, accompanying equipment, crew, and tug(s) out of Esquimalt Harbour and back to the Contractor's facility.</p> <p>Refer to Sections 3.2.2.1 and 3.2.2.16 of Annex A.</p>	<p>Lot</p>	

Item	Item Description	Unit of Issue	Firm Unit Price
M	Stand-by for Option Period 1 All-inclusive price for having the marine crane barge and the accompanying equipment and crew ready to fulfil all requirements within 48 hours of receiving an authorized Task Authorization or on the date(s) identified in an authorized Task Authorization as per Section 3.2.1.11 of Annex A. This Item covers the entire duration of Option Period 1.	Lot	
N	Stand-by for Option Period 2 All-inclusive price for having the marine crane barge and the accompanying equipment and crew ready to fulfil all requirements within 48 hours of receiving an authorized Task Authorization or on the date(s) identified in an authorized Task Authorization as per Section 3.2.1.11 of Annex A. This Item covers the entire duration of Option Period 2.	Lot	
O	Stand-by for Option Period 3 All-inclusive price for having the marine crane barge and the accompanying equipment and crew ready to fulfil all requirements within 48 hours of receiving an authorized Task Authorization or on the date(s) identified in an authorized Task Authorization as per Section 3.2.1.11 of Annex A. This Item covers the entire duration of Option Period 3.	Lot	
P	Stand-by for Option Period 4 All-inclusive price for having the marine crane barge and the accompanying equipment and crew ready to fulfil all requirements within 48 hours of receiving an authorized Task Authorization or on the date(s) identified in an authorized Task Authorization as per Section 3.2.1.11 of Annex A. This Item covers the entire duration of Option Period 4.	Lot	

Definitions:

Weekday: Monday, Tuesday, Wednesday, Thursday, or Friday.

Weekend Day: Saturday or Sunday.

Calendar Day: A Week Day or Weekend Day.

4. Task Authorizations

The provision of other services in support of the deliverables may be identified and procured via the Task Authorization process.

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

ANNEX A – STATEMENT OF WORK
MARINE CRANE BARGE CHARTER SERVICES

1.0 SCOPE

1.1 Purpose

The purpose of this Statement of Work (SOW) is to describe the requirements and work effort required from the Contractor by the Department of National Defence (DND) for the supply of items and services to meet the requirements for the acquisition of marine crane barge charter services on an as and when requested basis.

1.2 Background

The Department of National Defence (DND) certifies lifting devices and hard points on Canadian Naval Vessels using its YD 250 marine crane barge that includes a crane arrangement. DND's YD 250 marine crane barge is currently undergoing a refit and is not available for service.

The acquisition of marine crane barge charter services on an as and when requested basis serves as a contingency plan for the high probability event that the refit does not conclude in time for DND to use its YD 250 marine crane barge to certify naval vessels deploying in spring 2018.

2.0 APPLICABLE DOCUMENTS

2.1 References

2.1.1 The following references are provided for information purposes regarding some of the types of trial activities the DND Trial Team will be conducting while the Contractor provides the marine crane barge charter services:

2.1.1.1 DND Publications

- a. Appendix 1 to Annex A:
C-28-397-000/NT-001
Advance Notice Copy - Trial Agenda for Forward Capstan/Windlass & After Capstan Applicable to HFX Class
Promulgation: 2005-11-03
- b. Appendix 2 to Annex A:
C-28-478-000/NT-001
Trial Agenda For Forward Mooring & Towing Windlass Applicable to Halifax Class
Promulgation: 2015-01-12
- c. Appendix 3 to Annex A:
C-28-395-000/NT-001
Trial Agenda for Replenishment-At-Sea (RAS) Equipment And Hard Points
Promulgation: 2017-05-31

2.1.1.2 Other Documentation

- a. Appendix 4 to Annex A:
Example Crane Configuration Drawing
Note: The Contractor's holdback device can be of any design to hold the main cable steady and support the minimum horizontal load described in Section 3.1.2.1.1 below.
- b. Appendix 5 to Annex A:
Photographs of YD 250 marine crane barge in use for similar trial work.

2.2 Order of Precedence

- 2.2.1 In the event of a conflict between the content in this SOW and the referenced documents, the content of this SOW takes precedence.

3. REQUIREMENTS

3.1 Scope of Work

- 3.1.1 The Contractor must supply the marine crane barge charter services that meet all the requirements identified within this SOW.

- 3.1.2 The Contractor must supply the following:

- 3.1.2.1 A marine crane barge and its accompanying equipment and crew on an as and when requested basis to work alongside DND to perform trials and support DND's certification of ships' capstans and anchor windlass, replenishment-at-sea (RAS) hard points, line handling winches, sliding pad eyes, and other ship equipment.

- 3.1.2.1.1 The marine crane barge and its accompanying equipment must:

- a. Meet or exceed all applicable Transport Canada (TC) certification requirements;
- b. Meet or exceed regulatory requirements covering safety and pollution prevention;
- c. Comply with lifesaving equipment regulations, safe working practices regulations, tackle regulations, collision regulations, and vessel registration and tonnage regulations;
- d. Include a fitted hold-back device that holds the main cable steady and safely withstands the load testing conducted (refer to Section 2.1.1.2.a above for an example);
- e. Conduct safe load testing with an adjustable load of up to 41,000 lb (or 18,600 kg);
- f. Adjust the load to multiple angles, including 60, 90 and 120 degrees, from ship side;
- g. Adjust the load to multiple angles, including 30 degrees, above and below from the lifting appliance; and
- h. Maintain the angles for a certain duration as required to fulfil DND's testing trial agenda.

For reference, the height of the deck items will be between 6.5m and 7.5m above the waterline depending on the draught of the DND vessel and fore/aft location. The height of the lifting appliance carriage (i.e. for the kingpost / sliding padeye tests) will be between 1.8m and 6.8m above the deck.

- 3.1.2.1.2 The crane must be certified as meeting or exceeding the requirements of the Work.

- 3.1.2.1.3 The crew must be trained and certified to operate the Contractor's marine crane barge and its accompanying equipment in the province of British Columbia.
- 3.1.2.1.4 The crane must be operated by a certified crane operator.
- 3.1.2.1.5 The rigging crew must be provided by the contractor for all barge deck activity and operation.
- 3.1.2.1.6 Non-marking fenders must be supplied and used on the marine crane barge by the Contractor.
- 3.1.2.1.7 The marine crane barge must be built to a classification society standard in terms of – hull plate (side, deck, bottom); transverse midship bulkhead, bottom frames, midbody, rake, side frames, transverse rake bulkhead, deck frames, longitudinal rake truss, headlog, corner, vertical and diagonal stanchions, transverse truss, longitudinal centerline bulkhead, deck gunwale, bilge knuckle, rake knuckle, and bitts.
- 3.1.2.1.8 The marine crane barge must have a boxed stern providing maximum flotation and stability during operations
- 3.1.2.1.9 Barge deck strengthening is required under the crane working area with additional bulkheads, internal trusses, or deck frames.
- 3.1.2.1.10 The marine crane barge must be specially built to support the operating crane as per classification society standards.
- 3.1.2.1.11 The marine crane barge must have spudwells and spuds to anchor the barge into place.
- 3.1.2.1.12 Barge bitt posts must be manufactured in cast steel or strengthened tubular steel. Each barge bitt post must be fitted with lugs or lips to the upper edge of the post to prevent the moorings jumping from the posts when under tension.

3.2 Activities

3.2.1 Required Items

The Contractor must perform the following activities within 14 calendar days of Contract Award:

- 3.2.1.1 Complete the design of the fitted hold-back device and hold-back hard point;
- 3.2.1.2 Have the design drawings of the fitted hold-back device and hold-back hard point certified and stamped by a qualified Professional Engineer;
- 3.2.1.3 Have the barge deck verified by a certified and qualified Naval Architect for hold-back device foundation and installation;
- 3.2.1.4 Have the stability of the marine crane barge with the fitted hold-back device verified by a certified and qualified Naval Architect to ensure the safe operation of the marine crane barge and accompanying equipment;
- 3.2.1.5 Have the as-built drawings of the fitted hold-back device and hold-back hard point certified and stamped by a qualified Professional Engineer;
- 3.2.1.6 Have the fabrication (including welding) of the fitted hold-back device and hold-back hard point certified and stamped by a qualified Professional Engineer;

- 3.2.1.7 Have the fitted hold-back device and hold-back hard point NDT weld tested and certified by a qualified Professional Engineer or a qualified welding engineer;
- 3.2.1.8 Have the fitted hold-back device, hold-back hard point, and crane lifting arrangement and procedure certified and stamped by a qualified Professional Engineer;
- 3.2.1.9 Provide the following information to the Technical Authority:
 - a. Barge length, beam, freeboard and draft;
 - b. Barge displacement;
 - c. Barge boom length;
 - d. Barge deck layout showing all fairleads, bitts, winches and any overboard obstructions (for tug planning);
 - e. Load Test Certificate (LTC) for the hold back device indicating the date of each load test, amount of load applied, and confirmation of lifter load rating; and
 - f. Documents proving that each crew member has the applicable and necessary training and certification, recognized by the province of British Columbia; and
- 3.2.1.10 Provide all the above documentation including stamped drawings and certifications to the Technical Authority for review and acceptance. Each deficiency must be demonstrated to the Technical Authority as being resolved within 3 calendar days of the day of its initial discovery.

- 3.2.1.11 Have its marine crane barge and the accompanying equipment and crew ready to fulfil all requirements within 48 hours of receiving an authorized Task Authorization or on the date(s) identified in an authorized Task Authorization;
- 3.2.1.12 Demonstrate to the Technical Authority that its marine crane barge and the accompanying equipment and crew fulfil all requirements; and
- 3.2.1.13 Conduct an inspection of the marine crane barge and accompanying equipment with the Technical Authority and other DND representatives at the Contractor's site. Each deficiency must be demonstrated to the Technical Authority as being resolved within 3 calendar days of the day of its initial discovery.

The Contractor must perform the following activities on an as and when requested basis via authorized Task Authorizations:

- 3.2.2.6 Operate its marine crane barge and accompanying equipment;
- 3.2.2.7 Complete trial requirements including determining the weight required, duration of applied weight and angles, with guidance from the designated DND Trial Team member;
- 3.2.2.8 Immediately identify any concerns to the designated DND Trial Team member;
- 3.2.2.9 Immediately address any concerns raised by Canada;
- 3.2.2.10 Physically moor the Contractor's marine crane barge to the DND vessel being tested with line handling being the responsibility of the Contractor; DND will support outside the footprint of the barge but the Contractor must ensure its marine crane barge mooring is secure;
- 3.2.2.11 Provide all fendering as required;
- 3.2.2.12 Work alongside DND to perform trials and support DND's certification of ships' capstans and anchor windlass, replenishment-at-sea (RAS) hardpoints, line handling winches, sliding padeyes, and other ship equipment;
- 3.2.2.13 Once the test load is applied, lift and hold the test load, and then through the conduct of a DND trial agenda, safely transfer the test load to the lifting appliance or hard point being tested before returning the load back to the Contractor's marine crane barge deck or DND ship or jetty, as directed by the DND Trial Team;
- 3.2.2.14 Lift, manage, and transfer test loads between the Contractor's marine crane barge deck, DND ship, and jetty, as directed by the DND Trial Team;
- 3.2.2.15 Provide load cell calibration and readout data as requested by the DND Trial Team to validate each trial; and
- 3.2.2.16 Mobilize and use the Contractor's own supplied tug(s) to bring its marine crane barge and accompanying equipment back to its facility.

3.2.3 Activities upon the Conclusion of the Contract

Upon the conclusion of the Contract, the Contractor may, at its own discretion, return the Contractor's marine crane barge and accompanying equipment to its conventional state for use.

3.3 Constraints

- 3.3.1 The Contractor must have full operation, care and custody of its marine crane barge and accompanying equipment at all times.
- 3.3.2 The Contractor must prove that the barge and associated equipment meets or exceeds the regulatory requirements covering safety and pollution prevention.
- 3.3.3 The compliance certification must remain onboard at all times, pertaining to lifesaving equipment regulations, safe working practices regulations, tackle regulations, collision regulations, and vessel registration and tonnage regulations.
- 3.3.4 Two DND tugs will support the Contractor's marine crane barge within Esquimalt Harbour, once tied alongside and following the DND security inspection.
- 3.3.5 The load test may be applied statically for a period of several minutes, or dynamically, in a transfer of the test load between barge and ship.

- 3.3.6 The DND trial agenda is a DND function, the Contractor's responsibility is limited to the execution of the DND certifying officer direction.
- 3.3.7 The Contractor's marine crane barge will be in close proximity of the naval vessel under testing. DND tugs are usually in a safe zone when weights are transferred. All non-essential vessels and non-essential personnel will be moved by DND to a safe area.
- 3.3.8 The Contractor's marine crane barge crew members and any other Contractor representatives who are performing physical labour associated with the marine crane barge and trials must have Reliability security clearance.
- 3.3.9 Contractor representatives who are not performing labour associated with the marine crane barge and trials but who still require access to CFB Esquimalt Dockyard for administrative reasons (such as information gathering, viewing, meetings) or unexpected equipment support for less than 8 hours per day or 5 days per week do not require Reliability security clearance but they will need to present government-issued identification and be escorted by DND personnel while at CFB Esquimalt Dockyard.
- 3.3.10 All documents must be submitted as electronic files in Microsoft Office 2003 or PDF format.
- 3.3.11 All Contractor representatives accessing CFB Esquimalt Dockyard must communicate fluently in the English language.
- 3.3.12 The Contractor must meet all municipal, regional, provincial, and federal laws.
- 3.3.13 The Contractor must only use non-marking fenders.
- 3.3.14 The Contractor's marine crane barge must undergo daytime DND security inspections as required.
- 3.3.15 Other than mobilizing the marine crane barge into and out of Esquimalt Harbour, the Contractor's supplied tug(s) will not remain in Esquimalt Harbour.
- 3.3.16 Representatives of DND Quality Assurance, DND Safety, and military police may board the marine crane barge any time to investigate safety and security concerns.

3.4 Support Provided by Canada (At CFB Esquimalt)

- 3.4.1 DND will coordinate mooring of the Contractor's marine crane barge and accompanying equipment at the DND facility.
- 3.4.2 DND will coordinate the crane movement.
- 3.4.3 DND will supply riggers only on the ship being tested.
- 3.4.4 DND will provide security at the DND facility.
- 3.4.5 The DND Trial Team will manage access to the DND facility.
- 3.4.6 DND will supply line handlers outside the barge footprint.
- 3.4.7 DND will provide the test loads except as noted otherwise in this SOW.
- 3.4.8 DND will chair all security briefs.
- 3.4.9 DND will chair all safety briefs.

4. Additional Information

4.1 Anticipated Dates

It is currently anticipated that the following activities will be requested at Esquimalt Harbour (CFB Esquimalt):

- a. Mobilization of the marine crane barge on-site no later than noon (Pacific Standard Time) on March 9, 2018 to allow for a daytime security inspection; and
- b. On-site marine crane barge charter services from March 12, 2018 to March 30, 2018 (inclusive).

The actual start and end dates of any requested activities will be determined via the Task Authorization Process outlined in the bid solicitation once the resulting contract is issued.

4.2 Anticipated Hours of Operation

It is currently anticipated that the Contractor will be required to work alongside DND to perform trials and support at Esquimalt Harbour (CFB Esquimalt) on weekdays between 8:00 AM and 4:00 PM (inclusive) however flexibility on the Contractor's part may be required to support DND's operations.

Appendix 1 to Annex A

C-28-397-000/NT-001

Advance Notice Copy - Trial Agenda for Forward Capstan/Windlass & After Capstan Applicable to HFX Class
Promulgation: 2005-11-03

Refer to the electronic file

"Appendix 1 to Annex A - C-28-397-000-NT-001 Anchor Capstan-Windlass.pdf"
which is available upon written request from the Contracting Authority.

Appendix 2 to Annex A

C-28-478-000/NT-001

Trial Agenda For Forward Mooring & Towing Windlass Applicable to Halifax Class
Promulgation: 2015-01-12

Refer to the electronic file

"Appendix 2 to Annex A - C-28-478-000-NT-001 Forward Mooring and Towing Windlass.pdf"
which is available upon written request from the Contracting Authority.

Appendix 3 to Annex A

C-28-395-000/NT-001

Trial Agenda for Replenishment-At-Sea (RAS) Equipment And Hard Points
Promulgation: 2017-05-31

Refer to the electronic file

"Appendix 3 to Annex A - C-28-395-000-NT-001 - RAS equip and Hardpoints.pdf"
which is available upon written request from the Contracting Authority.

Appendix 4 to Annex A

Example Crane Configuration Drawing

Refer to the electronic file

"Appendix 4 to Annex A - 0172_SOW_Appendix.pdf"
which is available upon written request from the Contracting Authority.

Appendix 5 to Annex A

Photographs of YD 250 marine crane barge in use for similar trial work.

Refer to the electronic file

"Appendix 5 to Annex A.zip"
which is available upon written request from the Contracting Authority.

ANNEX B

SECURITY REQUIREMENTS CHECK LIST (SRCL)



Government
of Canada

Gouvernement
du Canada

RECEIVED
NOV 14 2017

Contract Number / Numéro du contrat

W3555-180172

Security Classification / Classification de sécurité

UNCLASS

SECURITY REQUIREMENTS CHECK LIST (SRCL)

LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		2. Branch or Directorate / Direction générale ou Direction	
DND		RCN	
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail 2 week Rental for a marine crane barge, and crew, for the support of lifting devices certification of operational ships on the westcoast of Canada.(CFB Esquimalt)			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c.) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c.)		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input type="checkbox"/> No Non <input checked="" type="checkbox"/> Yes Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input type="checkbox"/>		NATO / OTAN <input type="checkbox"/>	
Foreign / Étranger <input type="checkbox"/>			
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>		All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	
Not releasable À ne pas diffuser <input type="checkbox"/>			
Restricted to: / Limité à : Specify country(ies): / Préciser le(s) pays : <input type="checkbox"/>		Restricted to: / Limité à : Specify country(ies): / Préciser le(s) pays : <input type="checkbox"/>	
Restricted to: / Limité à : Specify country(ies): / Préciser le(s) pays : <input type="checkbox"/>		Restricted to: / Limité à : Specify country(ies): / Préciser le(s) pays : <input type="checkbox"/>	
7. c) Level of information / Niveau d'information			
PROTECTED A PROTÉGÉ A <input type="checkbox"/>		NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	
PROTECTED B PROTÉGÉ B <input type="checkbox"/>		NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	
PROTECTED C PROTÉGÉ C <input type="checkbox"/>		NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>		NATO SECRET NATO SECRET <input type="checkbox"/>	
SECRET SECRET <input type="checkbox"/>		COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	
TOP SECRET TRÈS SECRET <input type="checkbox"/>			
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>			
		PROTECTED A PROTÉGÉ A <input type="checkbox"/>	
		PROTECTED B PROTÉGÉ B <input type="checkbox"/>	
		PROTECTED C PROTÉGÉ C <input type="checkbox"/>	
		CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	
		SECRET SECRET <input type="checkbox"/>	
		TOP SECRET TRÈS SECRET <input type="checkbox"/>	
		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	



PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non Oui

If Yes, indicate the level of sensitivity:

Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? ☒ No ☐ Yes
Non Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- | | | | |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS
COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input type="checkbox"/> SECRET
SECRET | <input type="checkbox"/> TOP SECRET
TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET - SIGINT
TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL
NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET
NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET
COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS
ACCÈS AUX EMPLACEMENTS | | | |

Special comments:

Commentaires spéciaux : _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? ☒ No ☐ Yes
Non Oui

If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? ☐ No ☐ Yes
Non Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? ☒ No ☐ Yes
Non Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? ☒ No ☐ Yes
Non Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? ☒ No ☐ Yes
Non Oui

ANNEX C

INSURANCE REQUIREMENTS

1. Marine Liability Insurance

1. The Contractor must obtain Protection & Indemnity (P&I) insurance that must include excess collision liability and pollution liability. The insurance must be placed with a member of the International Group of Protection and Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the Marine Liability Act, S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by Worker's Compensation as detailed in paragraph (1.2) below.
2. The Contractor must obtain Worker's Compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the Territory or Province or state of nationality, domicile, employment, having jurisdiction over such employees. If the Contractor is assessed any additional levy, extra assessment or super-assessment by a Worker's Compensation Board, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.
3. The Protection and Indemnity insurance policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by the Department of National Defence and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
 - c. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - d. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - e. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

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

For other provinces and territories, send to:
Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

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

2. Rigger's Liability Insurance

1. The Contractor must obtain Rigger's Liability Insurance, in an amount usual for a contract of this nature, but for not less than \$_____ per accident or occurrence and in the annual aggregate. The Contractor's Riggers Liability Insurance must provide coverage for loss or damage to all Government Property under its care, custody or control, and must be maintained in force throughout the duration of the Contract. The Government Property must be insured on _____ basis.

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

2. The Rigger's Liability Insurance policy must include the following:
 - a. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - b. Loss Payee: Canada as its interest may appear or as it may direct, for loss or damage to Government property in the Contractor's care, custody or control.
 - c. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Department of National Defence and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

3. Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

2. The Commercial General Liability policy must include the following:

- a. Additional Named Insured: Canada is added as an additional named insured, but only with respect to liability arising out of the performance of the Contract.
- b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

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

For other provinces and territories, send to:
Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

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

ANNEX D

TASK AUTHORIZATION FORM

TASK AUTHORIZATION AUTORISATION DES TÂCHES

All invoices/progress claims must show the reference Contract and Task numbers. Toutes les factures doivent indiquer les numéros du contrat et de la tâche.		Contract no. – N° du contrat Task no. – N° de la tâche
Amendment no. – N° de la modification	Increase/Decrease – Augmentation/Réduction	Previous value – Valeur précédente
To – À Delivery location – Expédiez à	<div> TO THE CONTRACTOR <p>You are requested to supply the following services in accordance with the terms of the above reference contract. Only services included in the contract shall be supplied against this task.</p> <p>Please advise the undersigned if the completion date cannot be met. Invoices/progress claims shall be prepared in accordance with the instructions set out in the contract.</p> </div> <div> À L'ENTREPRENEUR <p>Vous êtes prié de fournir les services suivants en conformité des termes du contrat mentionné ci-dessus. Seuls les services mentionnés dans le contrat doivent être fournis à l'appui de cette demande.</p> <p>Prière d'aviser le signataire si la livraison ne peut se faire dans les délais prescrits. Les factures doivent être établies selon les instructions énoncées dans le contrat.</p> </div> <div style="margin-top: 20px;"> <div style="display: flex; justify-content: space-between;"> <div>_____</div> <div>_____</div> </div> <div style="display: flex; justify-content: space-between; font-size: small;"> <div>Date</div> <div>for the Department of National Defence pour le ministère de la Défense nationale</div> </div> </div>	
Contract item no. N° d'article du contrat	Services	Cost Prix
	GST/HST TPS/TVH	
	Total	
<p>APPLICABLE ONLY TO PWGSC CONTRACTS: The Contract Authority signature is required when the total value of the DND 626 exceeds the threshold specified in the contract.</p> <p>NE S'APPLIQUE QU'AUX CONTRATS DE TPSGC : La signature de l'autorité contractante est requise lorsque la valeur totale du formulaire DND 626 est supérieure au seuil précisé dans le contrat.</p> <div style="margin-top: 20px;"> <div style="display: flex; justify-content: space-between;"> <div>_____</div> <div>_____</div> </div> <div style="display: flex; justify-content: space-between; font-size: small;"> <div>for the Department of Public Works and Government Services pour le ministère des Travaux publics et services gouvernementaux</div> <div></div> </div> </div>		

**Instructions for completing
DND 626 - Task Authorization**

Contract no.

Enter the PWGSC contract number in full.

Task no.

Enter the sequential Task number.

Amendment no.

Enter the amendment number when the original Task is amended to change the scope or the value.

Increase/Decrease

Enter the increase or decrease total dollar amount including taxes.

Previous value

Enter the previous total dollar amount including taxes.

To

Name of the contractor.

Delivery location

Location where the work will be completed, if other than the contractor's location.

Delivery/Completion date

Completion date for the task.

for the Department of National Defence

Signature of the DND person who has delegated Authority for signing DND 626 (level of authority based on the dollar value of the task and the equivalent signing authority in the PAM 1.4). **Note:** the person signing in this block ensures that the work is within the scope of the contract, that sufficient funds remain in the contract to cover this task and that the task is affordable within the Project/Unit budget.

Services

Define the requirement briefly (attach the SOW) and identify the cost of the task using the contractor's quote on the level of effort. The Task must use the basis of payment stipulated in the contract. If there are several basis of payment then list here the one(s) that will apply to the task quote (e.g. milestone payments; per diem rates/labour category hourly rates; travel and living rates; firm price/ceiling price, etc.). All the terms and conditions of the contract apply to this Task Authorization and cannot be ignored or amended for this task. Therefore it is not necessary to restate these general contract terms and conditions on the DND 626 Task form.

Cost

The cost of the Task broken out into the individual costed items in **Services**.

GST/HST

The GST/HST cost as appropriate.

Total

The total cost of the task. The contractor may not exceed this amount without the approval of DND indicated on an amended DND 626. The amendment value may not exceed 50% (or the percentage for amendments established in the contract) of the original value of the task authorization. The total cost of a DND 626, including all amendments, may not exceed the funding limit identified in the contract.

Applicable only to PWGSC contracts

This block only applies to those Task Authorization contracts awarded by PWGSC. The contract will include a specified threshold for DND sole approval of the DND 626 and a percentage for DND to approve amendments to the original DND 626. Tasks that will exceed these thresholds must be passed to the PWGSC Contracting Authority for review and signature prior to authorizing the contractor to begin work.

Note:

Work on the task may not commence prior to the date this form is signed by the DA Authority - for tasks within the DND threshold; and by both DND and PWGSC for those tasks over the DND threshold.

**Instructions pour compléter le formulaire
DND 626 - Autorisation des tâches**

N° du contrat

Inscrivez le numéro du contrat de TPSGC en entier.

N° de la tâche

Inscrivez le numéro de tâche séquentiel.

N° de la modification

Inscrivez le numéro de modification lorsque la tâche originale est modifiée pour en changer la portée.

Augmentation/Réduction

Inscrivez le montant total de l'augmentation ou de la diminution, y compris les taxes.

Valeur précédente

Inscrivez le montant total précédent, y compris les taxes.

À

Nom de l'entrepreneur.

Expédiez à

Endroit où le travail sera effectué, si celui-ci diffère du lieu d'affaires de l'entrepreneur.

Date de livraison/d'achèvement

Date d'achèvement de la tâche.

pour le ministère de la Défense nationale

Signature du représentant du MDN auquel on a délégué le pouvoir d'approbation en ce qui a trait à la signature du formulaire DND 626 (niveau d'autorité basé sur la valeur de la tâche et le signataire autorisé équivalent mentionné dans le MAA 1.4). **Nota :** la personne qui signe cette attache de signature confirme que les travaux respectent la portée du contrat, que suffisamment de fonds sont prévus au contrat pour couvrir cette tâche et que le budget alloué à l'unité ou pour le projet le permet.

Services

Définissez brièvement le besoin (joignez l'ET) et établissez le coût de la tâche à l'aide de la soumission de l'entrepreneur selon le niveau de difficulté de celle-ci. Les modalités de paiement stipulées dans le contrat s'appliquent à la tâche. Si plusieurs d'entre elles sont prévues, énumérez ici celle/celles qui s'appliquera/ront à la soumission pour la tâche à accomplir (p.ex. acompte fondé sur les étapes franchies; taux quotidien ou taux horaire établi selon la catégorie de main-d'œuvre; frais de déplacement et de séjour; prix fixe ou prix plafond; etc.). Toutes les modalités du contrat s'appliquent à cette autorisation de tâche et ne peuvent être négligées ou modifiées quant à la tâche en question. Il n'est donc pas nécessaire de répéter ces modalités générales afférentes au contrat sur le formulaire DND 626.

Prix

Mentionnez le coût de la tâche en le répartissant selon les frais afférents à chaque item mentionné dans la rubrique **Services**.

TPS/TVH

Mentionnez le montant de la TPS/TVH, s'il y a lieu.

Total

Mentionnez le coût total de la tâche. L'entrepreneur ne peut dépasser ce montant sans l'approbation du MDN, formulaire DND 626 modifié à l'appui. Le coût de la modification ne peut pas être supérieur à 50 p. 100 du montant initial prévu dans l'autorisation de tâche (ou au pourcentage prévu dans le contrat pour les modifications). Le coût total spécifié dans le formulaire DND 626, y compris toutes les modifications, ne peut dépasser le plafond de financement mentionné dans le contrat.

Ne s'applique qu'aux contrats de TPSGC

Le présent paragraphe s'applique uniquement aux autorisations de tâche accordées par TPSGC. On inscrira dans le formulaire DND 626 un plafond précis qui ne pourra être approuvé que par le MDN et un pourcentage selon lequel le MDN pourra approuver des modifications au formulaire DND 626 original. Les tâches dont le coût dépasse ces plafonds doivent être soumises à l'autorité contractante de TPSGC pour examen et signature avant qu'on autorise l'entrepreneur à débiter les travaux.

Nota :

Les travaux ne peuvent commencer avant la date de signature de ce formulaire par le responsable du MDN, pour les tâches dont le coût est inférieur au plafond établi par le MDN, et par le MDN et TPSGC pour les tâches dont le coût dépasse le plafond établi par le MDN.

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 4 OF THE BID SOLICITATION

TECHNICAL BID EVALUATION PLAN

Technical Bid Evaluation Plan

The Technical Bid must demonstrate that it meets each and every mandatory criterion identified below to be deemed responsive.

1. Mandatory Technical Criteria

Item	Description of Criterion	Bid Reference
M1	The bid includes a statement or narrative that demonstrates that the Bidder will perform all aspects of the work described in Annex A (Statement of Work).	
M2	The bid includes a statement or narrative that demonstrates that the Bidder has the personnel capacity and resources available to perform all aspects of the work described in Annex A (Statement of Work) on-site at Esquimalt Harbour up to and including August 31, 2018.	
M3	The bid includes a statement or narrative that demonstrates that the Bidder has availability of either: <ul style="list-style-type: none">a. A marine crane barge that will perform all aspects of the work described in Annex A (Statement of Work) on-site at Esquimalt Harbour up to and including August 31, 2018; orb. A baseline marine crane barge that can be modified to meet the requirements described in Annex A (Statement of Work) after contract award and perform all aspects of the work described in Annex A (Statement of Work) on-site at Esquimalt Harbour up to and including August 31, 2018.	
M4	The bid includes a statement or narrative that demonstrates that the marine crane barge has compliance with applicable all applicable Transport Canada (TC) certification requirements and includes copies of certification where available.	