



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**

11 Laurier St. / 11, rue Laurier

Place du Portage , Phase III

Core 0B2 / Noyau 0B2

Gatineau

Québec

K1A 0S5

Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services Canada**

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

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

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

Comments - Commentaires

Title - Sujet Marine Yard Trailers	
Solicitation No. - N° de l'invitation F7044-170077/A	Date 2018-06-07
Client Reference No. - N° de référence du client F7044-170077	
GETS Reference No. - N° de référence de SEAG PW-\$\$ML-060-26856	
File No. - N° de dossier 060ml.F7044-170077	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-07-20	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Therrien, Jeremy	Buyer Id - Id de l'acheteur 060ml
Telephone No. - N° de téléphone (000) - ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Marine Machinery and Services / Machineries et services maritimes

11 Laurier St. / 11, rue Laurier

6C2, Place du Portage

Gatineau

Québec

K1A 0S5

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

MARINE YARD TRAILERS

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MARINE YARD TRAILERS

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement applicable to the Contract.

1.2 Requirement

The requirement is detailed under Article 6.2 of the resulting contract clauses.

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 fifteen (15) working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.4 Trade Agreements

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2017-04-27), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The [2003](#) standard instructions is amended as follows:

- Section 5, entitled Submission of bids, is amended as follows:
 - Subsection 1 is deleted entirely and replaced with the following: "Canada requires that each bid, at solicitation closing date and time or upon request from the Contracting Authority, for example in the case of epost Connect service, be signed by the Bidder or by an authorized representative of the Bidder. If a bid is submitted by a joint venture, it must be in accordance with the section entitled Joint venture."
 - Subsection 2.d is deleted entirely and replaced with the following: "send its bid only to the specified Bid Receiving Unit of Public Works and Government Services Canada (PWGSC) identified in the bid solicitation, or to the address specified in the bid solicitation, as applicable;"
 - Subsection 2.e is deleted entirely and replaced with the following: "ensure that the Bidder's name, return address and procurement business number, bid solicitation number, and solicitation closing date and time are clearly visible on the bid; and,"
- Section 6, entitled Late bids, is deleted entirely and replaced with the following: "PWGSC will return bids delivered after the stipulated solicitation closing date and time, unless they qualify as a delayed bid as described in the section entitled Delayed bids. For bids submitted using means other than the Canada Post Corporation's epost Connect service, the bid will be returned. For bids submitted using Canada Post Corporation's epost Connect service, conversations initiated by the Bid Receiving Unit via the epost Connect service that contain access, records and information pertaining to a late bid will be deleted."
- Section 7, entitled Delayed bids, is amended as follows:
 - Subsection 1 is amended to add the following piece of evidence: "d. a CPC epost Connect service date and time record indicated in the epost Connect conversation activity."
- Section 8, entitled Transmission by facsimile, is deleted and replaced by the following:

"Transmission by facsimile or by epost Connect

 1. Facsimile

-
- a. Unless specified otherwise in the bid solicitation, bids may be submitted by facsimile. The only acceptable facsimile number for responses to bid solicitations issued by PWGSC headquarters is (819) 997-9776 or, if applicable, the facsimile number identified in the bid solicitation. The facsimile number for responses to bid solicitations issued by PWGSC regional offices is identified in the bid solicitation.
 - b. For bids transmitted by facsimile, Canada will not be responsible for any failure attributable to the transmission or receipt of the faxed bid including, but not limited to, the following:
 - i. receipt of garbled or incomplete bid;
 - ii. availability or condition of the receiving facsimile equipment;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the bid;
 - v. failure of the Bidder to properly identify the bid;
 - vi. illegibility of the bid; or
 - vii. security of bid data.
 - c. A bid transmitted by facsimile constitutes the formal bid of the Bidder and must be submitted in accordance with the section entitled Submission of bids.

2. ePost Connect

- a. Unless specified otherwise in the bid solicitation, bids may be submitted by using the [epost Connect service provided by Canada Post Corporation \(https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a\)](https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a).
- b. To submit a bid using epost Connect service, the Bidder must either:
 - i. send directly its bid only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
 - ii. send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, an email that includes the bid solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
- c. If the Bidder is sending an email to the Bid Receiving Unit, the Bid Receiving Unit will then initiate an epost Connect conversation which will allow the Bidder to transmit its bid afterward at any time prior to the solicitation closing date and time. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access the message within the conversation, and the Bidder can reply to the email notification by transmitting its bid.
- d. If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the epost Connect conversation open until at least 30 business days after solicitation closing date and time.
- e. The email address of PWGSC Bid Receiving Unit in Headquarters is: TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca. The solicitation number must be identified in the epost Connect message field of all electronic transfers.

- f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a bidder not have a Canadian address, they may use the Bid Receiving Unit address specified on page 1 of the solicitation in order to register for the epost Connect service.
- g. For bids transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
 - i. receipt of a garbled or incomplete bid;
 - ii. availability or condition of the epost Connect service;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the bid;
 - v. failure of the Bidder to properly identify the bid;
 - vi. illegibility of the bid;
 - vii. security of bid data; or
 - viii. inability to create an electronic conversation through the epost Connect service.
- h. A bid transmitted by epost Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with the section entitled Submission of bids."

2.1.1 Condition of Material - Bid

Material supplied must be new and conform to the latest issue of the applicable drawing, specification and/or part number that is in effect on the bid solicitation closing date.

2.1.2 No Substitute Products

SACC Manual Clauses [B4024T](#) (2017-07-01), No Substitute Products

2.2 Submission of Bids

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

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.4 Applicable Laws

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with Section 8 of the 2003 standard instructions and as amended in Part 2 - Bidder Instructions, Article 2.1, Standard Instructions, Clauses and Conditions. Bidders are required to provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1 GB per individual attachment.

The bid must be gathered per section and separated as follows:

Section I:	Technical Bid
Section II:	Financial Bid
Section III:	Certifications

If the Bidder is simultaneously providing a hard copy of the bid using another acceptable delivery method, and if there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the soft copy will have priority over the wording of the hard copy.

If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I:	Technical Bid in one (1) hard copy.
Section II:	Financial Bid in one (1) hard copy.
Section III:	Certifications in one (1) hard copy.

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

Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their bid:

1. use 8.5 inches (in) X 11 inches (in) (216 millimetres (mm) X 279 millimeters (mm)) paper;
2. use a numbering system that corresponds to the bid solicitation.

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

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

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with Annex B, Basis of Payment.

3.1.1 Electronic Payment of Invoices - Bid

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

If Annex B, Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

3.1.2 Exchange Rate Fluctuation

SACC Manual Clauses [C3011T](#) (2013-11-06), Exchange Rate Fluctuation

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

1. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
2. An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 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.

To be declared responsive, a bid must meet all mandatory technical criteria as described for which an offer is submitted.

Mandatory technical criteria M1 to M2 must be addressed in order to be technically compliant. The Offeror must submit the supporting documentation required in accordance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

Mandatory Technical Requirements		
Item	Mandatory Technical Criteria	How do you meet the criteria?
M1	The bidder must provide objective evidence that it has the technical knowledge and proven capability in providing and supporting trailers of same size, type and complexity which is the subject to this Request For Proposal; by providing a detailed list of such trailers (minimum of 2) sold within the last three (3) years with the names of the clients.	Provide complete details as to where, when and through which activities the stated qualifications/experience were obtained. Provide general drawings for at least two (2) different trailers certified for use on public roads that the bidder has produced.
M2	The bidder must have produced at least one (1) trailer with a capacity of thirty thousand pounds (30,000 lb) or higher.	Provide general drawings of at least one (1) trailer or other supporting documentation.

4.1.2 Financial Evaluation

4.1.2.1 Evaluation of Price - Canadian / Foreign Bidders

The price of the bid will be evaluated as per Annex C, Financial Evaluation.

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, considering the delivery date, with the lowest evaluated price will be recommended for award of a contract.

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Canada reserves the right to accept the responsive bid with the lowest evaluated price meeting the delivery date of October 18th, 2018. If no bid meet the delivery date of October 18th, 2018, Canada reserves the right to accept the responsive bid with the best delivery date.

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions - Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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

5.2.3 Statement of Compliance

The bidder must provide a statement of compliance with each article of Annex A, Statement of Requirements.

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

There is no security requirement applicable to the Contract.

6.2 Requirement

The Contractor must provide the items detailed under the Requirement at Annex A.

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

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

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from _____ to _____ inclusive.

(The Contracting Authority will insert the information at Contract Award)

6.4.2 Delivery Date

All the deliverables must be received on or before _____.

(The Contracting Authority will insert the information at Contract Award)

6.4.3 Delivery Points

Delivery of the requirement will be made to delivery points specified at Annex B, Basis of payment of the Contract.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Jérémy Therrien
Title: Intern Officer
Directorate: Public Services and Procurement Canada
Defence and Marine Procurement Branch
Marine Services and Small Vessel Sector
Refit, Logistic and Small Vessels Construction Directorate

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Address: Machinery and Logistics Support Division
11 Laurier Street
Place du Portage III, 6C2-28
Gatineau (Quebec) K1A 0S5

Telephone: (819) 420-4510
Facsimile: (819) 956-0897
E-mail address: Jeremy.therrien@tpsgc-pwgsc.gc.ca

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

6.5.2 Technical Authority

The Technical Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail address: _____

(The Contracting Authority will insert the information at 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.

6.5.3 Inspection Authority

The Inspection Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail address: _____

(The Contracting Authority will insert the information at Contract Award)

The Inspection 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 Inspection Authority, however the

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

6.5.4 Contractor's Representative

The Contractor's Representative for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail address: _____

(The Contracting Authority will insert the information at Contract Award)

6.6 Payment

6.6.1 Basis of Payment - Firm Units Prices

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

(The Contracting Authority will insert the information at Contract Award)

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

6.6.2 Multiple Payments

SACC Manual clause [H1001C](#) (2008-05-12), Multiple Payments

6.6.3 Electronic Payment of Invoices - Contract

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card; or
- c. Direct Deposit (Domestic and International).

(The Contracting Authority will complete the information at Contract Award)

6.7 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. Each invoice must be supported by:
 - a. a copy of the release document and any other documents as specified in the Contract; and

-
- b. a copy of the invoices, receipts, vouchers for all direct expenses.
2. Invoices must be distributed as follows:
- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment; and
 - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.8 Certifications and Additional Information

6.8.1 Compliance

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

6.9 Applicable Laws

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

6.10 Priority of Documents

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

- a. the Articles of Agreement;
- b. the supplemental general conditions [2010A](#) (2016-04-04), General Conditions - Goods (Medium Complexity);
- c. Annex A, Requirement;
- d. the Contractor's bid dated _____.

(The Contracting Authority will insert the information at Contract Award)

6.11 Insurance - No Specific Requirement

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

6.12 Inspection and Acceptance

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Requirement and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

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6.13 Preparation for Delivery

The requirement must be serviced, adjusted and delivered in condition for immediate use.

6.14 Tools, Spare Parts and Loose Equipment

For shipment verification, tools, spare parts, and all loose equipment, which are shipped loose with the Marine Yard Trailer, must be listed on an attached packing note.

6.15 Condition of Material - Contract

The Contractor must provide material that is new production of current manufacture supplied by the principal manufacturer or its accredited agent. The material must conform to the latest issue of the applicable drawing, specification and part number, as applicable, that was in effect on the bid closing date.

ANNEX A REQUIREMENT

1. Requirement

To provide Canadian Coast Guard (CCG) in Dartmouth (Nova Scotia), Sorel (Quebec) and Prescott (Ontario), with a quantity of one (1) Marine Yard Trailer for each destination; for a total of three (3) Marine Yard Trailers. The Canadian Coast Guard will use each Marine Yard Trailer to transport a designated thirty feet (30 ft) barge on their corresponding yard premises only. The Marine Yard Trailers are yard trailers only and are not required to meet Motor Vehicle Safety Regulations (MVSR). The Marine Yard Trailers will not be in contact with a large body of water (river, canal, channel, harbor, swamp, lake, sea, ocean, etc.); neither freshwater nor saltwater.

2. Reference Documents, Rules, Regulations and Standards

The Marine Yard Trailers must meet or exceed the following requirements:

- a. Technical Standards Documents (TSD);
(<http://www.tc.gc.ca/eng/motorvehiclesafety/resources-acts-regulations-reginfo-index-46.htm>)
- b. All welding must be performed in accordance with CSA Standards;
(<http://shop.csa.ca/en/canada/construction-and-engineering/welding-and-structural-metals/icat/welding>)

3. Technical Requirements

- a. The Marine Yard Trailers must be delivered fully assembled.
- b. The Marine Yard Trailers must have a single deck with a minimum length of thirty feet (30 ft). See Appendix A of Annex A for Barge and trailer concept reference information. Reference guide only, the Contractor is responsible for producing production drawings and submitting them for approval to the Technical Authority.
- c. The Marine Yard Trailers must have a minimum total carrying load of thirty thousand pounds (30,000 lb).
- d. The Marine Yard Trailers must have a framework construction made of Hollow Structural Section (HSS) Steel tubing. All the rough edges and sharp angled corners must be rounded smooth and ergonomically fitted.
- e. The Marine Yard Trailers must be sandblasted to white metal and prepped with one (1) coat of primer before adding one (1) topcoat of Amerlock 2 (or equivalent; approbation needed from the Technical Authority beforehand) black paint as a final coat. Each coat must be applied as per the manufacturer's specifications, including the drying time.
- f. Upon completion of the Marine Yard Trailers paint, the deck surface must be completely covered with pressure treated wood decking.
- g. The Marine Yard Trailers must have a three (3) inches diameter pintle hook.
- h. The Marine Yard Trailers must have two (2) corresponding adjustable height front deck landing pads (Trailer jacks); one (1) on the left side of the trailer and one (1) on the right side. So that the flat deck of the Marine Yard Trailers can remain level to the ground when the trailer is empty and when the barge is loaded on the deck; without being

hooked up to transport vehicle. When the Marine Yard Trailers are hooked up to a tow vehicle and the barge is loaded, the landing pads must have a minimum ground clearance of twelve inches (12 in).

- i. The Marine Yard Trailers must be tandem axle with sixteen thousand pounds (16,000 lb) axles, walking beam suspension and eight thousand pounds (8,000 lb) agricultural hubs.
- j. The Marine Yard Trailers must have two (2) tires installed on corresponding rims per axle. The tires must have a diameter of twenty-three inches (23 in) and be full solid rubber industrial tires.
- k. The Marine Yards Trailers must have reflective tape on the complete outer perimeter of the frame.
- l. Each Marine Yard Trailer must come with four (4) spare full solid rubber industrial tires installed on corresponding rims. All items must be of the same make and model as installed on the Marine Yard Trailers. They are not going to be attached anywhere on the Marine Yard Trailers.
- m. The Marine Yard Trailers must have a nameplate (Manufacturer's Technical Plate) installed on with the Brand Name, Model and Serial Number.
- n. The Marine Yard Trailers must be shipped in order of priority by order of appearance in the table of Annex B, Basis of payment.

4. Deliverables

- a. Three (3) fully assembled Marine Yard Trailers.
- b. A valid nameplate (Manufacturer's Technical Plate) including the Brand Name, Model, and Serial Number installed on each Marine Yard Trailer.
- c. The finished drawings for each Marine Yard Trailer in an electronic format and a paper format.
- d. The Technical Publications required for description, operation, installation, maintenance and repair of each Marine Yard Trailer.
- e. The Manufacturer's Product Sheet showing the complete list of specifications for each Marine Yard Trailer.
- f. Four (4) spare full solid rubber industrial tires installed on corresponding rims for each Marine Yard Trailer. All items must be of the same make and model as installed on the Marine Yard Trailers.
- g. The Marine Yard Trailers must be delivered in intact form free of any transport damages.

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**ANNEX B
 BASIS OF PAYMENT**

During the period of Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below:

1. Cost of Materials

Requirement						
A	B	C	D	E	F	G
Line Item	Description	Delivery Address	Unit of Issue	Quantity	Unit Price (\$ CAD) DDP Destination	Subtotal (\$ CAD) (E x F = G)
1	Marine Yard Trailer	Fisheries & Oceans/ Canadian Coast Guard 1 Challenger Drive, Bedford Institute of Oceanography Dartmouth, Nova Scotia B2Y 4A2	EA	1		
2	Marine Yard Trailer	Fisheries & Oceans/ Canadian Coast Guard 15 rue Prince Sorel, Quebec J3P 4J4	EA	1		
3	Marine Yard Trailer	Fisheries & Oceans/ Canadian Coast Guard 401 King Street West Prescott, Ontario K0E 1T0	EA	1		
Subtotal Before Canadian Sales Taxes (\$ CAD)						

(The Contracting Authority will insert the information at Contract Award)

**ANNEX C
 FINANCIAL EVALUATION**

The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, Canadian customs duties and excise taxes included.

In order to be responsive, a financial offer must have prices in all the spaces reserved for prices.

1. Evaluation of Price - Canadian / Foreign Bidders

1. The price of the bid will be evaluated as follows:
 - a. Canadian based bidders must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.
 - b. Foreign based bidders must submit firm prices, Canadian customs duties, excise taxes and Applicable Taxes excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign based bidders.
2. Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.
3. Although Canada reserves the right to award the Contract either on an FOB plant or DDP destination, Canada requests that bidders provide prices FOB their plant or shipping point and DDP destination. Bids will be assessed on a DDP destination basis.
4. For the purpose of the bid solicitation, bidders with an address in Canada are considered Canadian based bidders and bidders with an address outside of Canada are considered foreign based bidders.

The corresponding shipping costs must be included in the Unit Price.

2. Cost of Materials

Requirement						
A	B	C	D	E	F	G
Line Item	Description	Delivery Address	Unit of Issue	Quantity	Unit Price (\$ CAD) DDP Destination	Subtotal (\$ CAD) (E x F = G)
1	Marine Yard Trailer	Fisheries & Oceans/ Canadian Coast Guard 1 Challenger Drive, Bedford Institute of Oceanography Dartmouth, Nova Scotia B2Y 4A2	EA	1		
2	Marine Yard Trailer	Fisheries & Oceans/ Canadian Coast Guard 15 rue Prince Sorel, Quebec	EA	1		

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		J3P 4J4				
3	Marine Yard Trailer	Fisheries & Oceans/ Canadian Coast Guard 401 King Street West Prescott, Ontario K0E 1T0	EA	1		
Subtotal Before Canadian Sales Taxes (\$ CAD)						

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ANNEX D
ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card; or
- Direct Deposit (Domestic and International).