



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

See herein
See herein

**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 Heavy Equipment Storage	
Solicitation No. - N° de l'invitation F7049-190051/C	Date 2020-05-26
Client Reference No. - N° de référence du client F7049-190051	
GETS Reference No. - N° de référence de SEAG PW-\$VIC-258-7979	
File No. - N° de dossier VIC-9-42147 (258)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-06-11	Time Zone Fuseau horaire Pacific Daylight Saving Time PDT
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: Cowie, Angela	Buyer Id - Id de l'acheteur vic258
Telephone No. - N° de téléphone (250) 217-2150 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF FISHERIES AND OCEANS See herein	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

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

Issuing Office - Bureau de distribution

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

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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	3
1.1 INTRODUCTION.....	3
1.2 SUMMARY	3
1.3 DEBRIEFINGS	4
PART 2 - BIDDER INSTRUCTIONS	4
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	4
2.2 SUBMISSION OF BIDS.....	4
2.3 FORMER PUBLIC SERVANT.....	5
2.4 ENQUIRIES – BID SOLICITATION.....	6
2.5 APPLICABLE LAWS.....	6
2.6 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD.....	6
PART 3 - BID PREPARATION INSTRUCTIONS.....	6
3.1 BID PREPARATION INSTRUCTIONS	6
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	7
4.1 EVALUATION PROCEDURES.....	7
4.2 BASIS OF SELECTION.....	8
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	8
5.1 CERTIFICATIONS REQUIRED WITH THE BID.....	9
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	9
PART 6 - OTHER REQUIREMENTS.....	9
6.1 INSURANCE REQUIREMENTS	9
PART 7 - RESULTING CONTRACT CLAUSES	10
7.1 STATEMENT OF WORK.....	10
7.2 STANDARD CLAUSES AND CONDITIONS.....	10
7.3 SECURITY REQUIREMENTS	10
7.4 TERM OF CONTRACT	10
7.5 AUTHORITIES	10
7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	11
7.7 PAYMENT	11
7.8 INVOICING INSTRUCTIONS	12
7.9 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	13
7.10 APPLICABLE LAWS.....	13
7.11 PRIORITY OF DOCUMENTS	13
7.12 INSURANCE REQUIREMENTS	13
7.13 GREEN PROCUREMENT REQUIREMENTS.....	13
ANNEX A	14
STATEMENT OF WORK	14
ANNEX B	15
BASIS OF PAYMENT	15
ANNEX C	18
INSURANCE REQUIREMENTS.....	18

Solicitation No. - N° de l'invitation
F7049-190051/C
Client Ref. No. - N° de réf. du client
F7049-190051

Amd. No. - N° de la modif.
File No. - N° du dossier
F7049-190051

Buyer ID - Id de l'acheteur
VIC258
CCC No./N° CCC - FMS No./N° VME

ANNEX D	20
TECHNICAL EVALUATION	20
ANNEX E TO PART 3 OF THE BID SOLICITATION	24
ELECTRONIC PAYMENT INSTRUMENTS	24

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 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 Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, the Insurance Requirements and any other annexes.

1.2 Summary

- 1.2.1 This bid solicitation cancels and supersedes previous bid solicitation number F7049-190051/B dated 2019/12/19 with a closing of 2020/01/07 at 14:00 PST. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.
- 1.2.2 The Canadian Coast Guard in Vancouver BC has a requirement for the storage of heavy equipment and parts for a period of up to two years.
- 1.2.3 There are no security requirements associated with this requirement.
- 1.2.4 The requirement is limited to Canadian services.
- 1.2.5 This bid solicitation requires bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

It is the responsibility of the Bidder to ensure that all amendments issued prior to solicitation closing have been obtained and addressed in the submitted bid.

Bidders intending to submit bids should obtain solicitation documents from the Government Electronic Tendering System (GETS) at <https://buyandsell.gc.ca/procurement-data/tenders>.

The Government of Canada is not responsible for any tender notices and/or related documents and attachments not accessed directly through [Buyandsell.gc.ca/tender](https://buyandsell.gc.ca/tender). Amendments, when issued, will be available on GETS. Bidders basing their submissions on solicitation documents obtained from other sources do so at their own risk.

For further information, please refer to the solicitation documents.

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) (<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](#) 2019-03-04 Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 120 days

2.2 Submission of Bids

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

PWGSC Pacific Region Bid Receiving Unit

Only bids submitted using epost Connect service will be accepted. The Bidder must send an email requesting to open an epost Connect conversation to the following address:
TPSGC.RPReceptiondessoumissions-PRBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

It is the Bidder's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six days before the solicitation closing date.

Bids transmitted by facsimile or hardcopy to PWGSC will not be accepted.

2.3 Former Public Servant

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

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

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

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

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

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;

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

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

2.4 Enquiries – Bid Solicitation

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

2.5 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 7 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

The Bidder must submit its bid electronically in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

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

Section I: Technical Bid
Section II: Financial Bid

Section III: Certifications

Section IV: Additional Information

Bids transmitted by facsimile or hardcopy will not be accepted.

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.

Section II: Financial Bid

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

3.1.2 Electronic Payment of Invoices – Bid

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

If Annex E 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.

Section III: Certifications

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

Section IV: Additional Information

Bidders must submit the information required under Part 6.

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

Mandatory and point rated technical evaluation criteria are included in Annex D.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

SACC Manual Clause [A0220T](#) (2014/06/26) Evaluation of Price-Bid

4.2 Basis of Selection

4.2.1 Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 57 points overall for the technical evaluation criteria which are subject to point rating.
 The rating is performed on a scale of 95 points.
2. Bids not meeting a. or b. or c. will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)			
	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	115/135	89/135	92/135
Bid Evaluated Price	\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	115/135 x 60 = 51.11	89/135 x 60 = 39.56
	Pricing Score	45/55 x 40 = 32.73	45/50 x 40 = 36.00
Combined Rating	83.84	75.56	80.89
Overall Rating	1st	3rd	2nd

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 Integrity 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.

5.1.2 Additional Certifications Required with the Bid

5.1.2.1 Canadian Content Certification

This procurement is limited to Canadian services.

The Bidder certifies that: *(To certify, the bidder must affix a mark within the brackets in the line below.)*

() the services offered are Canadian services as defined in paragraph 4 of clause [A3050T](#).

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult [Annex 3.6](#), Example 2, of the [Supply Manual](#).

5.1.2.1.1 SACC Manual clause [A3050T](#) 2018-12-06 Canadian Content Definition

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 section titled Information to be provided when bidding, contracting or entering into a real property agreement of 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.

PART 6 - OTHER REQUIREMENTS

6.1 Insurance Requirements

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.

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 Statement of Work

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

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) (<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](#) (2018-06-21) General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.3 Security Requirements

7.3.1 There is no security requirement applicable to the Contract.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from date of Contract for a period of up to one year inclusive.

7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 1 additional 1 year period under the same conditions. 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.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 60 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Angela Cowie
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Commercial Acquisitions Pacific Region
Address: 1230 Government Street, Suite 407

Solicitation No. - N° de l'invitation
F7049-190051/C
Client Ref. No. - N° de réf. du client
F7049-190051

Amd. No. - N° de la modif.
File No. - N° du dossier
F7049-190051

Buyer ID - Id de l'acheteur
VIC258
CCC No./N° CCC - FMS No./N° VME

Victoria, BC V8W 3X4

Telephone: 250-217-2150
Facsimile: 250-363-0395
E-mail address: angela.cowie@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.

7.5.2 Project Authority

(To be filled in at contract award.)

The Project Authority for the Contract is:

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

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

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

7.5.3 Contractor's Representative

(To be filled in at contract award.)

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

Telephone: ____-____-_____
E-mail address: _____

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 Basis of Payment – Firm Price

For the Work described in Section 2.1, 3.0 and 4.0 of the statement of work to which this basis of payment applies of the Statement of Work in Annex A:

Solicitation No. - N° de l'invitation
F7049-190051/C
Client Ref. No. - N° de réf. du client
F7049-190051

Amd. No. - N° de la modif.
File No. - N° du dossier
F7049-190051

Buyer ID - Id de l'acheteur
VIC258
CCC No./N° CCC - FMS No./N° VME

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm price for a cost of \$ _____ (*insert the firm fixed amount at contract award*). Customs duties are excluded and Applicable Taxes are extra.

For the firm price portion of the Work only, 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 Basis of Payment – Ceiling Price

For the Work described in Section 2.2 and 4.3 of the statement of work to which the basis of payment applies of the Statement of Work at Annex A:

The Contractor will be paid for the Work performed in accordance with the Basis of payment at annex B, to a ceiling price of \$ _____ (*insert the ceiling price amount at contract award*). Customs duties are extra and Applicable Taxes are extra.

7.7.3 Monthly Payment

SACC Manual clause [H1008C](#) (2008-05-12) Monthly Payment

7.7.4 Electronic Payment of Invoices – Contract

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

7.7.5 Termination on Thirty Days Notice

SACC Manual clause [A0072C](#) (2008-12-12) Termination on Thirty Days Notice

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.
Each invoice must be supported by a copy of the release document and any other documents as specified in the Contract.
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the following address for certification and payment.
_____ (*Insert the name of the organization*)
_____ (*Insert the address of the organization*)
 - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled Authorities of the Contract.

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.

7.9.2 Canadian Content Certification

SACC Manual clause [A3060C](#) 2008-05-12 – Canadian Content Certification

7.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (*insert the name of the province or territory as specified by the Bidder in its bid, if applicable*).

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) the general conditions [2035](#) (2018-06-21) General Conditions - Higher Complexity - Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) the Contractor's bid dated _____, (*insert date of bid*)

7.12 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex C. 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.

7.13 Green Procurement Requirements

The Contractor must remove any packaging materials from the site during and following performance of the Work. The Contractor must separate all waste on site and recycle any waste which is recyclable.

Solicitation No. - N° de l'invitation
F7049-190051/C
Client Ref. No. - N° de réf. du client
F7049-190051

Amd. No. - N° de la modif.
File No. - N° du dossier
F7049-190051

Buyer ID - Id de l'acheteur
VIC258
CCC No./N° CCC - FMS No./N° VME

ANNEX A

STATEMENT OF WORK

See attached



Fisheries and Oceans
Canada

Pêches et Océans
Canada

Canadian
Coast Guard

Garde côtière
canadienne

Integrated Technical Services



Safety First, Service Always



Statement of Work

Storage Services for Vessel Life Extension Equipment

Table of Contents

Section 1	Introduction	1
1.1	Objective	1
1.2	Background	1
1.3	Glossaries/Definitions/Terminology/Acronyms	1
1.4	Reference Documents	1
Section 2	Requirement	2
2.1	Work Requirement	2
2.2	Storage Requirement	2
Section 3	Deliverables	4
3.1	Meetings	4
3.2	Document Deliverables	5
3.3	Time Frame and Delivery Dates	5
Section 4	Constraints and Assumptions	7
4.1	Travel Requirements	7
4.2	Language Requirements	7
4.3	Facility(ies) location(s)	7
4.4	Equipment Transportation	7
Appendix 1 to Annex A		8

Section 1 INTRODUCTION

1.1 OBJECTIVE

The Canadian Coast Guard in Vancouver BC has a requirement for the storage of heavy equipment and parts.

1.2 BACKGROUND

The Canadian Coast Guard (CCG) continually upgrades/updates vessels throughout their lifecycle. This program is called the Vessel Life Extension (VLE) program it comprises continuous work including the acquisition and storage of equipment and parts to be installed on the vessels to coincide with the availability of the vessels. The equipment can vary, greatly, in size, weight and storage environment required.

1.3 GLOSSARIES/DEFINITIONS/TERMINOLOGY/ACRONYMS

Vessel Life Extension (VLE): A program designed to provide the CCG the capability to continuous update/upgrade vessels throughout their lifecycle based on obsolescence and condition of equipment.

Field Service Representative (FSR): A specially trained member supplied by a manufacturer to provide support to specific equipment.

Original Equipment Manufacturer (OEM): The manufacturer of the equipment and their associated parts.

1.4 REFERENCE DOCUMENTS

The following documents are attached herein at Appendix 1 to this Annex A:

A1. Equipment List

A2. Lifting points figure

Section 2 REQUIREMENT

2.1 WORK REQUIREMENT

The Contractor must unload and load, move into storage the equipment listed at A1 Appendix 1.

To meet the requirements of the work the Contractor must provide the following:

- a) A site visit and kickoff meeting;
- b) Lifting or crane equipment to load/unload and move equipment up to 27.5ft in length, 7.75ft in width, 10.1ft in height and 92,000lbs in weight;
- c) An equipment pre-shipping/receipt co-ordination meeting;
- d) A Contractor representative to coordinate with the client's transportation company to minimize delays and schedule conflicts;
- e) Weather proof coverings that the Contractor must place over the three (3) generator engines (gensets) to protect them during the process of receipt and moving into the storage facility(ies);
- f) Within three (3) days of arrival of the transportation company receive and unload the containers and receive and unload the gensets in accordance with the Lifting Points, identified in figure A2, herein at Appendix 1 to this Annex A;
- g) Within three (3) days of unloading, unpack the crates from three (3) containers and store the three (3) gensets;
- h) Within two (2) days of unpacking inventory all the items removed from the three (3) containers against the equipment list at A1 Appendix 1 to Annex A then re-pack and store the items and deliver the inventory list to the TA; and
- i) Prepare the shipping manifest and the equipment to be shipped, load the equipment immediately upon arrival of the transportation company and provide the manifest to the TA.

The Contractor should provide an overhead crane capable of lifting and moving up to 92,000lbs with a minimum lifting height of 30ft following to perform the work.

2.2 STORAGE REQUIREMENT

The Contractor must store the equipment listed at A1 Appendix 1 in a secure, environmentally controlled storage facility(ies) maintaining a minimum temperature of 8° Celsius and maximum humidity of 50% for a period of up to two (2) years.

To meet the storage requirements of the work the Contractor must provide the following:

- a) A covered and enclosed storage facility(ies); and

- b) Store all the items inventoried from the three (3) containers and the three (3) gensets, within the facility(ies) in a manner that permits access to the three (3) gensets for periodic inspections and maintenance by CCG staff and/or delegated FSR.

The Contractor should provide a single site to store all items listed at A1 Appendix 1 to this Annex A.

Section 3 DELIVERABLES

3.1 MEETINGS

The Contractor must arrange and conduct the following meetings and provide a minimum of one (1) week notice prior to the meeting(s):

i) A kickoff meeting

The Contractor must arrange a kick-off meeting to take place at the Contractor's storage facility at a mutually agreeable date and time. The Contractor must provide a site visit during the course of the kick-off meeting.

The kick-off meeting agenda must include as a minimum:

1. identification of all meeting participants;
2. introduction of the Technical Authority;
3. review of the entirety of the Contract, including its annexes, the Contractor's bid, including the plan to perform the work and a roundtable discussion prior to adjourning the meeting.

The kick-off meeting minutes must be recorded by the Contractor and provided to Canada in accordance with Section 3.2.

The PSPC Contracting Authority will chair the kick-off meeting and the Contractor's Representative will co-chair the meeting.

ii) A pre-shipping receipt meeting.

At the request of the Contractor or Canada technical meetings must be arranged by the Contractor at mutually agreeable dates and times. The Contractor may physically attend technical meetings but as a minimum attend via teleconference or videoconference, as applicable.

The technical meeting agenda must include as a minimum, identification of all meeting participants, review of the agenda, review and acceptance of the minutes from the previous meeting, review and status of any action items from the previous meeting, technical topic(s) and technical decision points, review of action items resulting from the current technical meeting, scheduling next meetings, as required and roundtable.

The technical meeting minutes must be recorded by the Contractor and provided to Canada in accordance with Section 3.2.

The parties may decide the meeting chair by mutual consent.

3.2 DOCUMENT DELIVERABLES

All documents must be prepared using MS Office programs and delivered electronically to the Technical Authority.

- i) Inventory
The Contractor must deliver the inventory of all items delivered to the storage facility(ies).
- ii) Manifest
The Contractor must produce a manifest for shipping when equipment will be moved from the storage facility(ies).
- iii) Safety and Security Program
Contractor must provide a detailed breakdown of the onsite security, safety protocols and systems.
- iv) Agenda
The Contractor must produce agenda for each meeting.
Agenda must be submitted to Canada a minimum of three (3) business days before meetings. Canada must be consulted in the development of agenda items in advance of submission.
- v) Minutes
The Contractor must take and submit minutes for each meeting.
As applicable, reports referenced in agenda must be appended to the minutes.
The Contractor must submit the draft minutes to Canada within three (3) business days following a meeting. Canada will review the draft minutes and provide review/revision comments within three (3) business days following Contractor submission. Final minutes must be submitted to Canada within two (2) business days.

3.3 TIME FRAME AND DELIVERY DATES

<i>Deliverable(s)</i>	<i>Due Date</i>
Kickoff Meeting	One(1) week after contract award

Storage Services for Vessel Life Extension Equipment **Statement of Work**

Pre-Shipping Meeting	2 weeks prior to in bound shipping date
Inventory List	Within 8 days of receipt of equipment
Manifest	Two(2) days prior to out bound shipping date
Safety & Security details	At bid

Section 4 CONSTRAINTS AND ASSUMPTIONS

4.1 TRAVEL REQUIREMENTS

No travel will be required to perform the work.

4.2 LANGUAGE REQUIREMENTS

All communication and documents must be conducted and provided in English.

4.3 FACILITY(IES) LOCATION(S)

The facilities must be located in Canada, within proximity of the Greater Vancouver Area. The equipment must not be transported via marine ferry or barge.

4.4 EQUIPMENT TRANSPORTATION

The TA will transport the equipment to and from the Contractor's facility(ies).

APPENDIX 1 TO ANNEX A**A1 Equipment list****Main Engine/Genset Proforma**

Ref #	Packing	Description	Weight(Kg)	Qty	Dimensions (cm)
42,43,44	Individual	Eng/Generator Assy	40400	3	845x240x310
46	Pallet	Lifting Assy	768	1	306x100x84
1,2	Crate	Starting Air Comp Assy	636	2	180x95x149
3,4	Crate	Start Air Rec Assy	1016	2	406x91x98
5	Crate	Cooler	98	1	176x35x47
6	Crate	Power Units	117	1	128x98x51
7,8,9	Crate	Preheater	216	3	158x73x123
10	Crate	Spares (Electronics)	211	1	101x65x80
11	Crate	Thermostatic Valve	99	1	52x37x52
12	Crate	Spares (Fuel Connections)	114	1	115x80x40
13	Crate	Spares (Hose Assy)	158	1	134x56x57
14	Crate	Spares (Compensators)	465	1	138x130x43
15	Crate	Spares (Bearings)	218	1	90x60x60
18	Crate	Misc Hardware	64.5	1	60x42x52
19	Crate	Switch Box, Comp	4.2	1	32x32x27
20,21,22	Crate	Silencer	715	3	265x100x105
23,24,25	Crate	Silencer	610	3	170x85x95
26,27,28	Crate	Silencer	1555	3	550x195x205
30	Crate	Cooler Plates	68	1	122x82x35
31	Pallet	Plates, CentraCooler	202	1	122x82x40
32	Crate	Spares (Starters)	232	1	128x98x94
33	Crate	Reducing Stations	75	1	85x43x50
9001	Crate	Misc Hardware	116	1	120x80x74
9002	Crate	Flange	75	1	60x60x72
9003	Crate	Dosing Unit, TC	28	1	61x61x52
9004	Crate	Tools	38	1	101x57x45
9005	Crate	Tools	324	1	120x80x74
9006	Crate	Tools	38	1	61x61x52
39	Crate	Hoses	56	1	69x75x57
40	Crate	Spares (Genset)	530	1	128x101x132
41	Crate	Spares (Genset)	275	1	84x80x64
45,47,48	Crate	Spares (Genset)	414	3	120x80x90
49	Crate	Fans, Supply	272	1	117x72x137
50,51,52	Crate	Communication Boxes	50	3	96x69x53

Storage Services for Vessel Life Extension Equipment **Statement of Work**

53	Crate	Fans, Supply	504	1	102x70x92
54	Crate	Exhaust Supports	532	1	110x83x89
55,56,57	Crate	Exhaust Bellows	336	3	90x86x172
58	Crate	Fans, Supply, Hardware	214	1	119x119x85
59	Crate	Fans, Supply	805	1	119x119x199
60	Crate	Fan, Silencer	283	1	131x131x221
61	Crate	Temp. Valve	466	1	153x87x77
62	Crate	Fan, Dampers	24	1	70x40x33
63	Crate	Air Valves, Starting	366	1	120x80x60
64	Crate	Fan, PSI control	29	1	70x40x43
9007	Crate	Spares (Gaskets,Liners, O-Rings)	499	1	109x78x106
9008	Crate	Spares (TC Filter mat)	8	1	41x41x41
9009	Crate	Tools	9	1	41x41x41
9010	Crate	Spares (Hardware)	69	1	61x61x52

A2 Figure 1 – Main Engine/Genset

2.5.1 Lifting the generating set

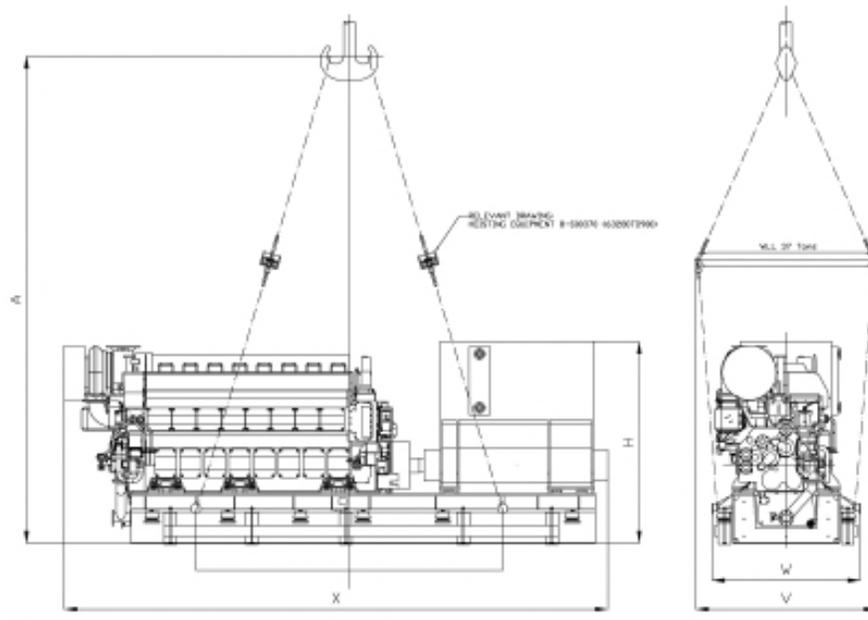


Fig 2-8 Lifting the generating set

Engine	Overall dimensions [mm]					Weights [t]		
	A	X	H	V	W	Genset	Hoisting tool	Transport support
W 8L26	7700	8393	3062	2780	2204	41.3	1.7	0.5

ANNEX B

BASIS OF PAYMENT

The Bidder must complete the following tables for all line items.

The Bidder's total price is for evaluation purposes and does not represent a commitment on the part of Canada.

The total evaluated price is to be calculated as follows:

The Estimated Cost is to include the furnishing of all labour, materials, equipment, including tools, services, permit fees, and incidental costs, necessary or proper for the completion of the work, except as may be otherwise expressly provided in the Request for Proposal. All costs for overhead, profit, financing, general requirements, contingencies, etc. are to be included in the Contract amounts.

"Extras" will not be allowed. It is the responsibility of the Contractor to take into account traffic, weather and other common mitigating factors.

B1 FIRM FIXED PAYMENTS

Payments will be issued for the total cost of the Firm Fixed portion of the work as follows:

Table B1

Payment #	Deliverables	Estimated Days After Contract Award (ACA) to invoice and acceptance criteria	Percent of Firm Fixed Total To Invoice	Amount to be invoiced (applicable taxes extra)
1	Kick-off meeting and site visit, agenda, minutes (submitted, revised (as applicable) and acceptance by the TA	Estimated to be 15 days after Contract Award. Invoice to be submitted upon acceptance of all deliverables by the TA.	10%	\$ _____
2	Pre-shipment Receipt Meeting Agenda, presentation of Progress Report submitted, revised (as applicable) and accepted by the TA, Draft Minutes (submitted, revised (as applicable) and acceptance by the TA.	Estimated to be 45 days ACA and dependent upon in bound transportation. Invoice to be submitted upon acceptance of all deliverables by the TA.	20%	\$ _____
3	Receive, protect, unload, unpack, inventory, repacking and store inside the storage facility(ies).	Estimated to be 60 days ACA and dependent upon in bound transportation. Invoice to be submitted upon acceptance of all	60%	\$ _____

Solicitation No. - N° de l'invitation
 F7049-190051/C
 Client Ref. No. - N° de réf. du client
 F7049-190051

Amd. No. - N° de la modif.
 File No. - N° du dossier
 F7049-190051

Buyer ID - Id de l'acheteur
 VIC258
 CCC No./N° CCC - FMS No./N° VME

		deliverables by the TA.		
4	Prepare shipping manifest and load equipment upon arrival of the transportation company. Manifest to be delivered to the TA.	Estimated to be 365 days ACA Invoice to be submitted upon acceptance of all deliverables by the TA.	10%	\$ _____
Subtotal Firm Requirement: \$ _____ Applicable Tax(es): \$ _____ Total Firm Requirement: \$ _____				

B2 MONTHLY STORAGE - CEILING PRICE

Monthly payments are subject to a Ceiling Price for storage of the equipment detailed in the SOW, as such Canada will only pay for the number of months and days as applicable that the equipment is in storage. Payments will be issued to the Contractor upon the Contractor's completion of Deliverables #3 described above in Table B1 and end at the completion of Deliverables #4 described above in Table B1. In the event of storage for a partial month the Contractor must pro-rate the invoice for payment for the days of actual equipment storage.

The Bidder must complete the following tables for all line items and calculate the monthly and yearly Ceiling Price (Column C and D). In the event the Ceiling Price is not correctly calculated Column B will prevail. The Ceiling Price (C) will be calculated by multiplying the Amount of Space Required (A) by the Monthly Price per Cubic Foot (B) and the Ceiling Price (D) will be calculated by multiplying (C) by twelve (12) for both the Contract Year 1 and for the Option Year and these amounts will be evaluated in the Bid Evaluation process.

Option period if activated, via Contract amendment by the PSPC Contracting Authority will be subject to the same terms and conditions herein.

Table B2: Contract Year 1

Storage Item #	Description	Amount of Space Required A	Monthly Price per Cubic foot B	Monthly Ceiling Price (applicable taxes extra) C	Year 1 Ceiling Price (applicable taxes extra) D
1	Storage and all related services, including periodic inspections as described in the SOW calculated strictly on the amount of cubic feet of items stored.	11233 Cubic ft per month	\$ _____ /cubic ft per month	\$ _____	\$ _____
Applicable Taxes:				\$ _____	\$ _____

Solicitation No. - N° de l'invitation
 F7049-190051/C
 Client Ref. No. - N° de réf. du client
 F7049-190051

Amd. No. - N° de la modif.
 File No. - N° du dossier
 F7049-190051

Buyer ID - Id de l'acheteur
 VIC258
 CCC No./N° CCC - FMS No./N° VME

Total:	\$ _____	\$ _____
--------	----------	----------

Table B3: Option Year

Storage Item #	Description	Amount of Space Required A	Monthly Price per Cubic foot B	Monthly Ceiling Price (applicable taxes extra) C	Option Year Ceiling Price (applicable taxes extra) D
1	Storage and all related services, including periodic inspections as described in the SOW calculated strictly on the amount of cubic feet of items stored.	11233 Cubic ft per month	\$ _____ /cubic ft per month	\$ _____	\$ _____
Applicable Taxes:				\$ _____	\$ _____
Total:				\$ _____	\$ _____

a	Subtotal Firm Requirement (Table B1)	\$ _____
b	Contract Year 1 Ceiling Price for Storage (Table B2, Column D)	\$ _____
c	Option Year Ceiling Price for Storage (Table B3, Column D)	\$ _____
	Total Estimated Cost for Evaluation Purposes Only (sum of a, b and c above)	\$ _____

ANNEX C

INSURANCE REQUIREMENTS

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - 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. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
 - o. 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*

Solicitation No. - N° de l'invitation
F7049-190051/C
Client Ref. No. - N° de réf. du client
F7049-190051

Amd. No. - N° de la modif.
File No. - N° du dossier
F7049-190051

Buyer ID - Id de l'acheteur
VIC258
CCC No./N° CCC - FMS No./N° VME

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

TECHNICAL EVALUATION

The Bidder's Technical Bid must meet all the Mandatory Criteria in Table D1 to be considered responsive. Failure to meet the Mandatory Criteria will render the Bid non-compliant and the Bid will not be assessed further. In addition, to be considered responsive the Bidder's Technical Bid must meet the mandatory minimum score of 57 points total under the Point-rated Evaluation Criteria in Table D2. Failure to meet the mandatory minimum score will render the Bid non-compliant and the Bid will not be assessed further.

The Technical Evaluation accounts for 60% of the Total Bid Evaluation. The Financial Evaluation accounts for 40% of the Total Bid Evaluation. An example evaluation is provided at Appendix 1 to this Annex D to demonstrate the evaluation and selection methodology to the Bidder.

The Technical Bid should address clearly and in a sufficient depth the points that are subject to the Evaluation Criteria against which the Bid will be evaluated. In order to facilitate the evaluation of the Bid, Canada requests that the Bidder address and present topics in the order of the Evaluation Criteria under the same headings.

The Bidder must submit a completed Flexible Grid, for the proposed storage solution, demonstrating how they meet the evaluation criteria.

Table D1

Mandatory Criteria				
M#	Criteria	Met	Not Met	Cross-reference to Proposal
M1	Machinery capable of lifting equipment and/or containers weighing up to 92000lbs.			
M2	Machinery capable of maneuvering equipment and/or containers up to 27.5' in length and 7.75' in width.			
M3	Covered, enclosed and secure storage facility(ies) capable of storing all items listed in the SOW			
M4	An environmentally controlled storage area that is capable of maintaining a			

	minimum temperature of 8° Celsius and maximum humidity of 50%			
--	--	--	--	--

Table D2

Point-Rated Evaluation Criteria					
R#	Criteria	Max Points	Score	Weightings	Cross-reference to Proposal
R1	Bidder's proposal includes the use an overhead crane that has capabilities of:	20 pts		Lifting 92000lbs = 15pts Lifting height of 30' = 5pts	
R2	The Bidder's number of facility(ies) proposed to store all equipment listed in the SOW.	15 pts		1 facility = 15pts 2 facilities = 6pts 3 facilities = 3pts More than 3 facilities = 1pts	
R3	The Bidder's proposed number of days to complete unloading the equipment from the transportation trucks from the date of arrival of the equipment at the Bidder's storage facility(ies).	10 pts		1 day = 10pts 2 days = 6pts 3 days or more = 1pt	
R4	Bidder's proposed number of days to complete unpacking, inventory, and storing the equipment.	10 pts		1 day = 10pts 2 days = 6pts 3 days or more = 1pt	
R5	Safety and security program in place	10 pts			
R6	Facility(ies) location, within a radius of the Greater Vancouver Area	30pts		Less than 90km = 30pts 90 km to 270km = 20pts	

Solicitation No. - N° de l'invitation
 F7049-190051/C
 Client Ref. No. - N° de réf. du client
 F7049-190051

Amd. No. - N° de la modif.
 File No. - N° du dossier
 F7049-190051

Buyer ID - Id de l'acheteur
 VIC258
 CCC No./N° CCC - FMS No./N° VME

				271km to 675km = 10pts More than 676km = 5pts	
--	--	--	--	--	--

Appendix 1 to Annex D

Example Evaluation for Bidders:

Technical Evaluation:
 D1 FOR EXAMPLE ONLY

Maximum Points Possible	Mandatory Minimum Points	Mandatory Minimum Points Met/Not met?	Bidder #1 Total Points Actually Scored
95	<u>57</u>	Met	67

Financial Evaluation:
 B1 FOR EXAMPLE ONLY

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total maximum available points is 95 and the lowest evaluated price is \$10,000.00.

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		67/95=0.705	67/95=0.705	67/95=0.705
Bid Evaluated Price		\$10,000.00	\$13,000.00	\$15,000.00
Calculations	Technical Evaluation Score	67/95 x 60 = 42.32	67/95 x 60 = 42.32	67/95 x 60 = 42.32

Solicitation No. - N° de l'invitation
F7049-190051/C
Client Ref. No. - N° de réf. du client
F7049-190051

Amd. No. - N° de la modif.
File No. - N° du dossier
F7049-190051

Buyer ID - Id de l'acheteur
VIC258
CCC No./N° CCC - FMS No./N° VME

	Financial Evaluation Score	10000/10000 x 40 = 40.00	10000/13000 x 40 = 30.77	10000/15000 x 40 = 26.67
Combined Rating		42.32+40.00 = 82.32	42.32+30.77 = 73.09	42.32+26.67 = 68.99
Overall Rating		1st	2nd	3rd

Solicitation No. - N° de l'invitation
F7049-190051/C
Client Ref. No. - N° de réf. du client
F7049-190051

Amd. No. - N° de la modif.
File No. - N° du dossier
F7049-190051

Buyer ID - Id de l'acheteur
VIC258
CCC No./N° CCC - FMS No./N° VME

ANNEX E to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.2, the Bidder must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.

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