



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
Gatineau
Core 0B2 / Noyau 0B2
K1A0S5
Bid Fax: (819) 997-9776

**SOLICITATION AMENDMENT
MODIFICATION DE L'INVITATION**

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

Comments - Commentaires

See Herein for details | Consulter la DDP pour les renseignements complets

Vendor/Firm Name and Address

Raison sociale et adresse du fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Charter and Transportation Services Division/Division de services d'affrètement et transport
11 Laurier St. / 11, rue Laurier
Place du Portage, Phase III
Gatineau
Quebec
K1A0S5

Title - Sujet Transit of 4th vessel set	
Solicitation No. - N° de l'invitation F7013-190078/A	Amendment No. - N° modif. 001
Client Reference No. - N° de référence du client F7013-190078	Date 2020-09-04
GETS Reference No. - N° de référence de SEAG PW-\$\$LS-101-79061	
File No. - N° de dossier Is101.F7013-190078	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-10-30	
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: Giroux, Dominik	Buyer Id - Id de l'acheteur Is101
Telephone No. - N° de téléphone (873) 355-3890 ()	FAX No. - N° de FAX (613) 943-7970
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée	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

AMENDMENT 001

This amendment is raised to rectify the RFP and attachments. Please discard the original iteration, and consider the following.

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PART 1 – GENERAL INFORMATION

1.1 Introduction

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

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

The Attachments include the Technical Criteria, Pricing Schedule and Certifications Precedent to Contract Award.

The Annexes include Statement of Work, Basis of Payment, Insurance Requirements, Form [PWGSC-TPSGC 1111](#), Claim for Progress Payment,

1.2 Summary

The Canadian Coast Guard (CCG) requires a one-time, one-way transport service to move two (2) Bay Class Search and Rescue (SAR) Lifeboats from Dartmouth, NS to their required delivery point in Victoria, BC.

1.3 Employment Equity

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

1.4 Debriefings

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

1.5 epost Connect Service

This bid solicitation allows bidders to use **ONLY** the epost Connect service provided by Canada Post Corporation for bid submission. Bidders must refer to Part 2 of the bid solicitation entitled Instructions to bidders for further information.

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 (2020-05-28), 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 calendar days.

2.2 Submission of Bids

The 2003 standard instructions is amended as follows:

- Section 8, entitled Transmission by facsimile, is deleted and replaced by the following:
"Transmission by facsimile or by epost Connect
 1. Facsimile
Due to the nature of the Request for Proposal, transmission of bids by facsimile to PWGSC will not be accepted.
 2. ePost Connect
 - a. bids must be submitted by using the [epost Connect service provided by Canada Post Corporation](#)

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 FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror 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 offer 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:

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- 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 Offeror a FPS in receipt of a pension? **YES () NO ()**

If so, the Offeror must provide the following information, for all FPS 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, Offerors agree that the successful Offeror'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 Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES () NO ()**

If so, the Offeror 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.

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2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) business 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 Ontario, Canada.

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

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, The epost Connect service has the capacity to receive multiple documents, up to 1GB 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

3.1.1 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 in Attachment 1 to Part 3 – Technical Bid 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.

3.1.1.1 Vessel Charter - Tender

(SACC reference, clause A8501T)

The vessel must meet the requirements listed in the attached specifications. The Bidder must provide the following details of its vessel:

- a. name of vessel _____;
- b. official number _____;
- c. length, beam, displacement _____
_____;
- d. name of vessel's skipper during charter period
_____.

3.1.2 Section II: Financial Bid

Bidders must submit their financial bid in Canadian funds and in accordance with Attachment 2 to Part 3 -Pricing Schedule.

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3.1.2.1 Electronic Payment of Invoices - Bid

Should electronic payment be acceptable, please fill out Annex 3 of Part 3 where applicable.

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

3.1.2.2 SACC Manual Clauses

C3011T (2013-11-06), Exchange Rate Fluctuation
C9000T (2010-08-16), Pricing

3.1.3 Section III: Certifications

In Section III of their bid, bidders must provide the certifications required under Part 5 and, as applicable, any associated additional information.

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ATTACHMENT 1 TO PART 3

TECHNICAL BID

No.	Mandatory Technical (MT) Criteria
MT1	<p>The Bidder must have experience in shipping industrial equipment of comparable size and weight using sea transportation mode. The Bidder must demonstrate the above experience by providing a minimum of two (2) projects completed within the last five (5) years from the closing date of this solicitation.</p> <p>Each project must provide the following details:</p> <ul style="list-style-type: none">• description of project,• client name,• period of project, and• client contact name and phone number.
MT2	<p>The Bidder must provide a detailed schedule of work that meets the identified mandatory completion dates and the sub stages as described in Annex A SOW par.5 (Progress meeting including reporting requirements). The proposed schedule must include a summary description that highlights general the approach and <u>identifies the exact location</u> where the work will be carried out.</p>
MT3	<p>The Bidder must identify a list of sub-contractors who will conduct field work.</p>

ATTACHMENT 2 TO PART 3

PRICING SCHEDULE

The Bidder should complete this pricing schedule and include it in its financial bid once completed. Prices are in Canadian dollars. Customs duties are included and Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is extra if applicable.

Milestone (#)	Description of the Deliverable	Timeline	Contract's value by milestone (%)	Cost per Milestone (\$)
1	Loading of two (2) CCG Vessels onto the Contractor's transit vessel, including, but not limited to: loading from the water, and securing to deck	No later than 7 calendar days after both CCG vessels are ready for transport. (exact date to be inserted at contract award)	30	
	Contractor's vessel to leave the port of origin			
	Other deliverables* incurred: 1 to 4 inclusive			
2	Two (2) CCG vessels delivered to the port of destination, including but not limited to: offloading of two (2) CCG vessels from the Contractor's transit vessel to the water	No later than 90 calendar days after departure from origin port. (exact date to be inserted at contract award)	40	
	Other deliverables* incurred: 5 to 7 inclusive			
3	Pre-closing Incidentals, including but not limited to: damage to the property of Canada, occurred, addressed and resolved	No later than 7 calendar days after off-loading the CCG vessels into the water in BC.	30	
	Other deliverables* incurred: 8 and 9			
* See Annex A (3.4)		Financial Bid, total :	100%	\$

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ATTACHMENT 3 to PART 3

CERTIFICATIONS

See attached PDF fillable Form - Attachment 3 to Part 3 - certifications.pdf

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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

4.1.1.1 Mandatory Technical Criteria

Refer to Attachment 1 to Part 3

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

For bid evaluation and Contractor selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 2 to Part 3.

4.2 Basis of Selection

4.2.1 Mandatory Technical Criteria

SACC Manual clause [A0031T](#) (2010-08-16), Basis of Selection - Mandatory Technical Criteria

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. 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 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.

5.1.1 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) (<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.

5.1.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

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

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

5.1.3 Status and Availability of Resources N/A

5.1.4 Education and Experience

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

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PART 6 – FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Financial Capability

SACC Manual clause A9033T (2012-07-16), Financial Capability

6.2 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 in Annex A.

7.1.1 Schedule of Work *(timeline to be specified by Canada upon Contract award)*

The proposed schedule/timeline is as follows. While Canada will make every possible effort to adhere to contract schedule, should any unforeseen event affect the proposed schedule, Canada will inform contractor within one (1) business day of situation. Final date will be determined no later than 14 days prior for each task milestone.

TASK	TIMELINE
Lifeboat transit to point of loading.	
Load – Dartmouth, NS area	
Transit to Victoria, BC	
Offload – Victoria, BC area	

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 (2020-05-28), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.3 Term of Contract

7.3.1 Period of the Contract

The period of the Contract is from the date of contract award to *(Canada to determine date upon Contract award)*.

7.3.1.1 Additional Deliverables

	Document deliverable	Delivery schedule
1	A copy of the Lifting Plan (origin), demonstrating sufficient strength and appropriate arrangement (Dartmouth, NS area).	Within seven (7) calendar days after both CCG vessels are ready for transport.
2	A copy of the contractor's Marine Warranty Surveyor's origin inspection report of each CCG Vessel.	Within three (3) days after CCG vessels are loaded onto the Contractor's transit vessel.

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Document deliverable		Delivery schedule
3	A copy of the engineering plan and engineering drawings detailing the securing arrangements for the vessels onto the transiting vessel produced by a third party engineering firm.	Within seven (7) calendar days after both CCG vessels are ready for transport.
4	A complete video and all photography taken during the loading of vessels onto the contractor's transitioning vessel from open water.	One (1) week after CCG vessels are loaded onto contractor's vessel.
5	A copy of the contractor's Marine Warranty Surveyor's destination inspection report of each CCG Vessel.	Within three (3) days after CCG vessels are loaded onto the Contractor's transit vessel.
6	A copy of the Lifting Plan (destination), demonstrating sufficient strength and appropriate arrangement (Victoria, BC area).	One (1) week after contractor's vessel has left NS Port.
7	A complete video and all photography taken during the off-loading of the vessels from the Contractor's vessel and placed in the water.	Three (3) days after CCG vessels are off-loaded.
8	A copy of the documented rounds by security personnel as indicated in Attachment 2 to Annex A.	At close out meeting.
9	A copy of the incident report(s) as indicated in Attachment 1 to Annex A.	24 hours after reportable incident.

7.3.2 Delivery Points

Delivery of the requirement will be made (to the delivery point(s) identified on page 1 of the resulting contract), in British Columbia.

7.4 Authorities

7.4.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Dominik Giroux
Title: Supply Specialist
Charter and Transportation Services Division (LS)
Traffic Management Directorate
Public Services and Procurement Canada
Telephone: 873-355-3890
E-mail address: Dominik.giroux@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.

7.4.2 Technical Authority

(The Technical Authority will be identified at Contract award)

The Technical Authority named above 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

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technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

7.4.3 Contractor's Representative

(The Contractor's representative will be identified at Contract award)

Name: _____

Title: _____

Company: _____

Address: _____

Telephone: _____

Cell Phone: _____

Fax: _____

E-mail: _____

The Contractor representative is responsible for managing and overseeing the day-to-day operations. This individual must be the main point of contact with the Technical Authority and Contracting Authority. Must have the Authority and is responsibility to oversee all phases of the work as expeditiously as possible and take all precautions to eliminate unnecessary delays, problems and failure.

7.5 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: 2019-01](#) of the Treasury Board Secretariat of Canada.

7.6 Payment

7.6.1 Basis of Payment

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment in annex B, to a limitation of expenditure of \$_____ (insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.

7.6.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract, inclusive of any revisions, must not exceed the sum of \$_____ (*amount inserted at contract award*). Customs duties are included and the Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.

7.6.3 Method of Payment

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:

- a. an accurate and complete claim for payment using [PWGSC-TPSGC 1111](#), Claim for Progress Payment detailed in Annex D, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all the certificates appearing on form [PWGSC-TPSGC 1111](#) have been signed by the respective authorized representatives;
- c. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

7.6.4 SACC Manual Clauses

A9117C (2007-11-30), T1204 - Direct Request by Customer Department

7.6.5 Discretionary Audit

C0705C (2010-01-11), Discretionary Audit
C0305C (2014-06-26), Cost Submission

7.7 Invoicing Instructions

7.7.1 Progress Payments

1. The Contractor must submit a claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment detailed in Annex D.

Each claim must show:

- a. all information required on form [PWGSC-TPSGC 1111](#);
- b. any relevant detail as per instructed in the General Conditions section entitled "Invoice submission";
- c. Each claim must be supported by, but not limiting to:

1-Milestone 1:

1. Copies of all video and still images taken during loading activities.
2. Proposed itinerary with estimated date of arrival.

2-Milestone 2:

1. Copies of all video and still images taken during off-loading activities.

3-Milestone 3:

1. Confirmation that any documents (annex 1 of SOW) have been closed to the full satisfaction of Canada

2. Applicable Taxes must be calculated for the total amount of the claim, before the holdback is applied. At the time of the holdback request, there will be no Applicable Taxes payable as these have been claimed and are payable under previous progress payment requests.
3. The Contractor must prepare and certify one original and two (2) copies of the claim on form [PWGSC-TPSGC 1111](#), and forward it to the Project Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place. The Project Authority will then forward the original and two (2) copies of the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.
4. The Contractor must not submit claims until all work identified in the claim is completed.

7.8 Certifications

7.8.1 Compliance

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

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

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

7.9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (*inserted at contract award*), Canada.

7.9.1 Additional Legally Binding Considerations

The Contract is subjected to:

1. current industry standards (International Marine Contractors Association - IMCA); and
2. all applicable Canadian and International Rules and Regulations, inclusive but not limited to Canadian Laws, Rules, Regulations and Acts, inclusive and not limited to the Coasting Trade Act, Transportation Canada Rules and Regulations, the Canadian Shipping Act, the Canadian Border Services Rules and Regulations, the Canadian Service Agency Rules and Regulations, the Canadian Transportation Agency Rules and Regulations.

7.10 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 2035 (2020-05-28) General Conditions - Higher Complexity – Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) Annex D, Form PWGSC-TPSGC 1111, Claim for Progress Payment; and
- (g) the Contractor's bid dated _____ (*inserted at time of contract award*).

7.11 Foreign Nationals (Canadian Contractor)

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

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. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.13 SACC Manual Clauses

A8501C (2014-06-26), Vessel Charter - Contract
A9055C (2010-08-16), Scrap and Waste Material
A9141C (2008-05-12), Vessel Condition

ANNEX A

Statement of Work

1. Background

The Government of Canada (GC) is investing in new High Endurance Search and Rescue (SAR) Lifeboats to ensure that the Canadian Coast Guard (CCG) has the equipment they need to keep Canadians and Canadian waterways safe. Two shipyards are in the process of building a combined total of twenty (20) vessels, known as the Bay Class, for various search and rescue stations across Canada. Named after Canadian Bays, the vessels are being constructed by:

- Hike Metal Products (HMP) (Wheatley, ON); and
- Chantier Naval Forillon (CNF) (Gaspé, QC).

Four (4) of these vessels are to be stationed on the West Coast in British Columbia (BC). The first set of two (2) Bay Class vessels have already berthed at their respective stations, namely the "CCGS McIntyre Bay" (HMP) stationed in Prince Rupert, BC, and the "CCGS Pachena Bay" (CNF) stationed in Port Hardy, BC.

1.1 Specific to the Requirement

The last set of two (2) vessels destined for BC are presently under construction and are nearing completion. They are the:

- CCGS "TBA" Bay; (Lifeboat #8) HMP, delivery is currently expected at the Bedford Institute of Oceanography in Dartmouth, Nova Scotia (NS); October 2020; and
- CCGS "TBA"; (Lifeboat #7) CNF, delivery is currently expected at the Bedford Institute of Oceanography in Dartmouth, Nova Scotia (NS); October 2020.

The key particulars for each vessel are as follows:

Length*	19.02 m	
Beam*	6.3 m	
Height* (without Mast)	7.46 m	
Height* (with Mast)	13.3 m	
Length x Breadth*	19.0m x 6.3m	
Draft*	1.8 m	
Displacement*	60.9 tonnes	
Gross Tonnage*	75 GT	
Shore Power*	150A/50A split	
Fuel Capacity*	7000 L	
Lightship Weight* (approx.)	Bay (HMP)** Lifeboat #8	Bay (CNF)** Lifeboat #7
	52.93 Metric Ton**	52.336 Metric Ton**
LCG*	7.42m FWD of Fr 0**	7.454m FWD of Fr 0**
VCG*	2.53m ABL**	2.546m ABL**
TCG*	0.006m STDB**	0.005m STDB**

*Note: Measurements are approximate, based on current construction information.

**Final measurements due on delivery.

2. Objective

The CCG requires a one-time, one-way transport service to move two (2) Bay Class SAR Lifeboats from Dartmouth, NS, to their required delivery point in Victoria, BC. The vessels must be delivered at the same time; not travel under their own power, nor can be delivered towed, railed, trucked, or flown. The vessels must be shipped via international waters.

3. Scope of Work

For each SAR Lifeboat, the scope of work will include the following while recognizing, satisfying and adhering to all Canadian laws, rules, regulations and acts, inclusive and not limited to the Coasting Trade Act, Transportation Canada Rules and Regulations, the Canadian Shipping Act, the Canadian Border Services Rules and Regulations, the Canadian Service Agency Rules and Regulations, and the Canadian Transportation Agency Rules and Regulations. All costs, inclusive and not limited to, personnel, fuel, provisioning costs for this one-way lift voyage, as well as, all fees attributable to this type of service, such as carriage licence fees, harbour/canal or pilotage fees, lifting fees, and insurance costs, will be assumed by the Contractor/Carrier and are expected to be reflected in the contract price for this lift service.

3.1. Load

The scope of work must include the following in Dartmouth, NS, and includes all costs (including and not limited to vessel, personnel, incremental costs, associated fees, expenses, crane lifts, stevedores, canal/lock and pilotage fees):

- a) Lifting the SAR lifeboat from the water in Dartmouth, NS, and securing it onto the transiting vessel;
- b) Providing all sea-fastening activities to secure the vessel arrangement to the transiting vessel as determined by the Contractor;
- c) An inspection of the fastening arrangement by a qualified Marine Warranty Surveyor tasked with verifying that the vessels are safely stowed and secure to marine industry standards;

3.2. Transit

The scope of work includes all costs (including and not limited to vessel, personnel, incremental costs, associated fees, expenses, crane lifts, stevedores, canal/lock and pilotage fees) related to transiting from Dartmouth, NS, to Victoria, BC:

- a) The Contractor shall ensure continuous communication is available via sat-com and sat-phone links.
- b) The Contractor must provide the phone number and data link (IP address) of the transit vessel.
- c) The Contractor must make available a website that indicates the current position of the transit vessel and an updated ETA to destination.

3.3. Offload

The scope of work must include the following in Victoria, BC, and includes all costs (including and not limited to vessel, personnel, incremental costs, associated fees, expenses, crane lifts, stevedores, canal/lock and pilotage fees);

- a) Removal of all sea-fastening arrangements as determined by the Contractor and verified by the Marine Warranty Surveyor from Dartmouth, NS;
- b) Prior to and immediately after unlashng, a visual inspection of the two (2) vessels performed by Canada, particular attention will be given to the underwater hull area prior to offloading to the water;
- c) Lifting the SAR lifeboats from the transiting vessel to the water in Victoria, BC;
- d) Securing the two (2) vessels to a wharf no further than one nautical mile from Ogden Point.
- e) Two days following the offloading of the two (2) Bay Class vessels, to allow for reports to be generated by the CCG and the Contractor, allow for a period of time for an in person board room meeting to take place between the TA, CA or other CCG staff to review all deficiencies noted from the scope of work, namely review the deficiencies noted from the point of lifting the vessels and securing them onto the transiting vessel in Dartmouth, NS, and address any new items from the transit and offload in Victoria, BC, after securing the vessels at their corresponding berth in Victoria, BC;

- f) Provide onsite 24-7 manned surveillance of the two (2) vessels while berthed up to a maximum of one (1) week to ensure the general public does not interfere by any means with the two (2) CCG vessels;
- g) Additionally, this manned surveillance is to provide rounds on board to ensure the safety of the vessels, from and not limited to water ingress, smoke, fire, grounding, sinking, equipment malfunctions, responding to alarms onboard, etc. Security rounds must be logged on an hourly basis and are required to be documented in the Fisheries and Oceans Canada supplied Deck Log Book. This document is to be produced as a deliverable at the close out meeting of the project. Refer to Annex 2;
- h) Provide 24-7 access to approved CCG personnel to the berthed vessels during the maximum one (1) week period during which the vessels will remain berthed in Victoria, BC, under the Contractor's care and custody.

3.4. Deliverables

To be addressed, specified and delivered as and when required.

1. A copy of the Lifting Plan (origin), demonstrating sufficient strength and appropriate arrangement (Dartmouth, NS area).
2. A copy of the contractor's Marine Warranty Surveyor's origin inspection report of each CCG Vessel.
3. A copy of the engineering plan and engineering drawings detailing the securing arrangements for the vessels onto the transiting vessel produced by a third party engineering firm.
4. A complete video and all photography taken during the loading of vessels onto the contractor's transiting vessel from open water.
5. A copy of the contractor's Marine Warranty Surveyor's destination inspection report of each CCG Vessel.
6. A copy of the Lifting Plan (destination), demonstrating sufficient strength and appropriate arrangement (Victoria, BC area).
7. A complete video and all photography taken during the off-loading of the vessels from the Contractor's vessel and placed in the water.
8. A copy of the documented rounds by security personnel as indicated in Attachment 2 to Annex A.
9. A copy of the incident report(s) as indicated in Attachment 1 to Annex A.

Note: All deliverables must be produced in soft copy format. Soft copies are to be sent to the TA and cc'd to the CA.

4. Canada's Responsibilities

Canada will be responsible for delivery of each lifeboat to the point of loading in Dartmouth (NS);

Canada may assist in transiting the vessels to the required berth detailed by the Contractor in Victoria, BC by supplying one of each: a Commanding Officer, an Engineering Officer and two deck personnel. These individuals are well versed with the operation of the lifeboats and have experience in performing operations with the vessel(s). However, control and custody remains with contractor during this operation;

Should a marine accident and/or incident take place with the contractors vessel and/or the Bay Class vessels from the point of care and custody until release, the marine incident form as defined in Annex 1 shall be filled out and sent directly to the TA and CA reportable within a maximum of a 24 hour period from the time of the incident;

Every effort will be made to reduce any residual petroleum products on board (marine fuel, oils, lubricants, etc.) and other fluids.

5. Language of Work

While documentation may be required in either of Canada's official languages, English shall be the language of use of operations.

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Attachment 1 to Annex A

INCIDENT REPORT MESSAGE OUTLINE

The Report shall be completed using the format outlined below:

A	The identity of the Fleet Unit from which the report is being made
B	The nature of the accident/incident
C	The identity of the vessel(s) and/or helicopter involved in the accident /incident
D	The date, time (local) and location of the accident /incident
E	The present state of seaworthiness or airworthiness of the vessel or helicopter involved and a brief assessment of damage, if applicable
F	The intended action of the damaged or affected vessel or helicopter
G	Assistance required, if any, and services already summoned
H	A statement of persons killed, missing, or injured
I	Whether or not the accident/incident has caused or is likely to cause an obstruction to navigation or any other serious hazard
J	Whether or not the accident/incident has caused or is likely to cause pollution of any waters, including details as per Guidelines for Reporting Incidents Involving Dangerous Goods, Harmful Substances and/or Marine Pollutants (TP9834E), as applicable
K	Miscellaneous information, not included above, of significance to addressees such as state of weather and sea, present and forecast

In the event of a spillage of cargo or bunkers, the following items should be added:

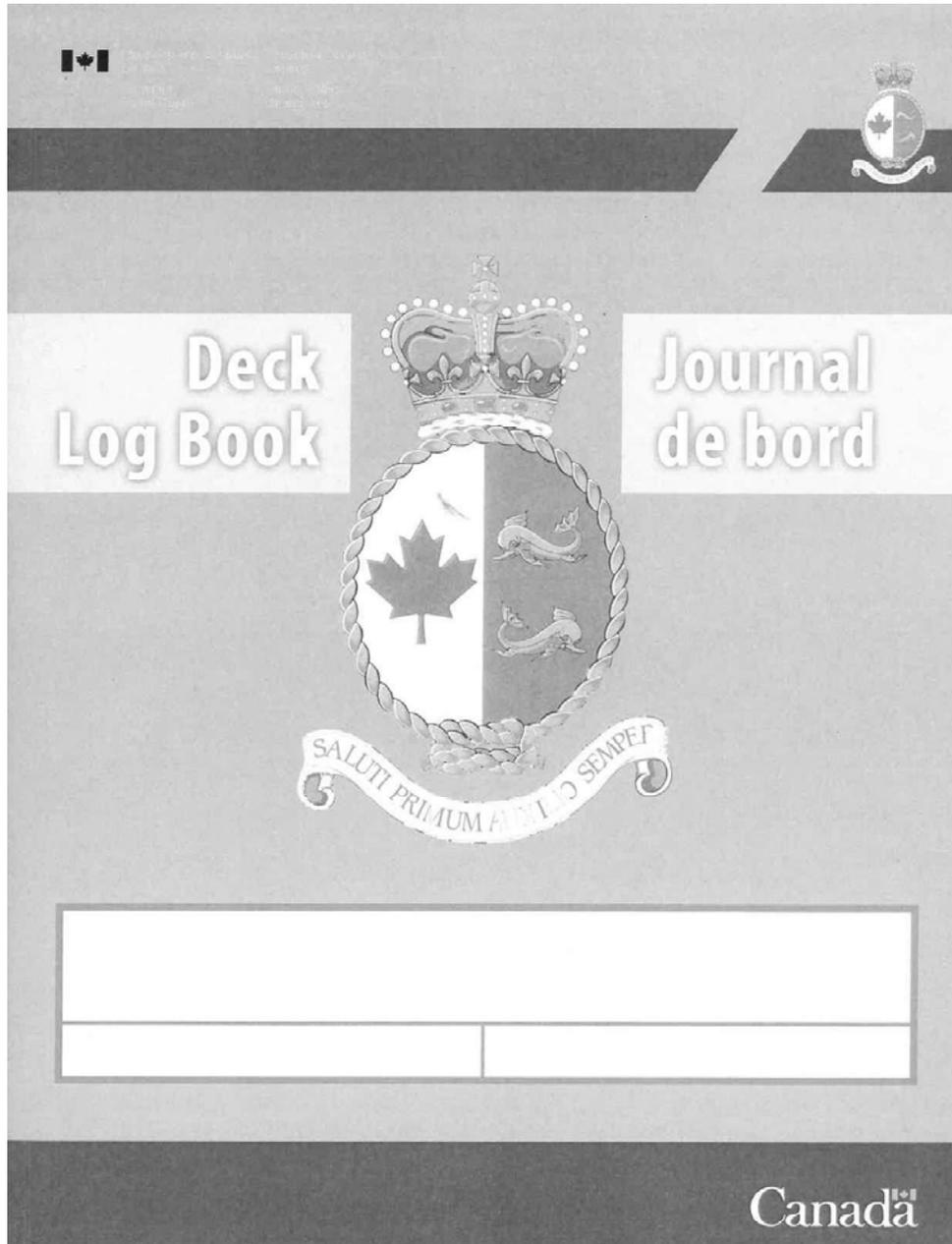
- Type of oil or cargo spilled
- Cause of the incident (overflow, burst hose, hull damage, etc.)
- Quantity spilled
- Rate of spillage
- Cleanup attempted by vessel or third party

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Attachment 2 to Annex A



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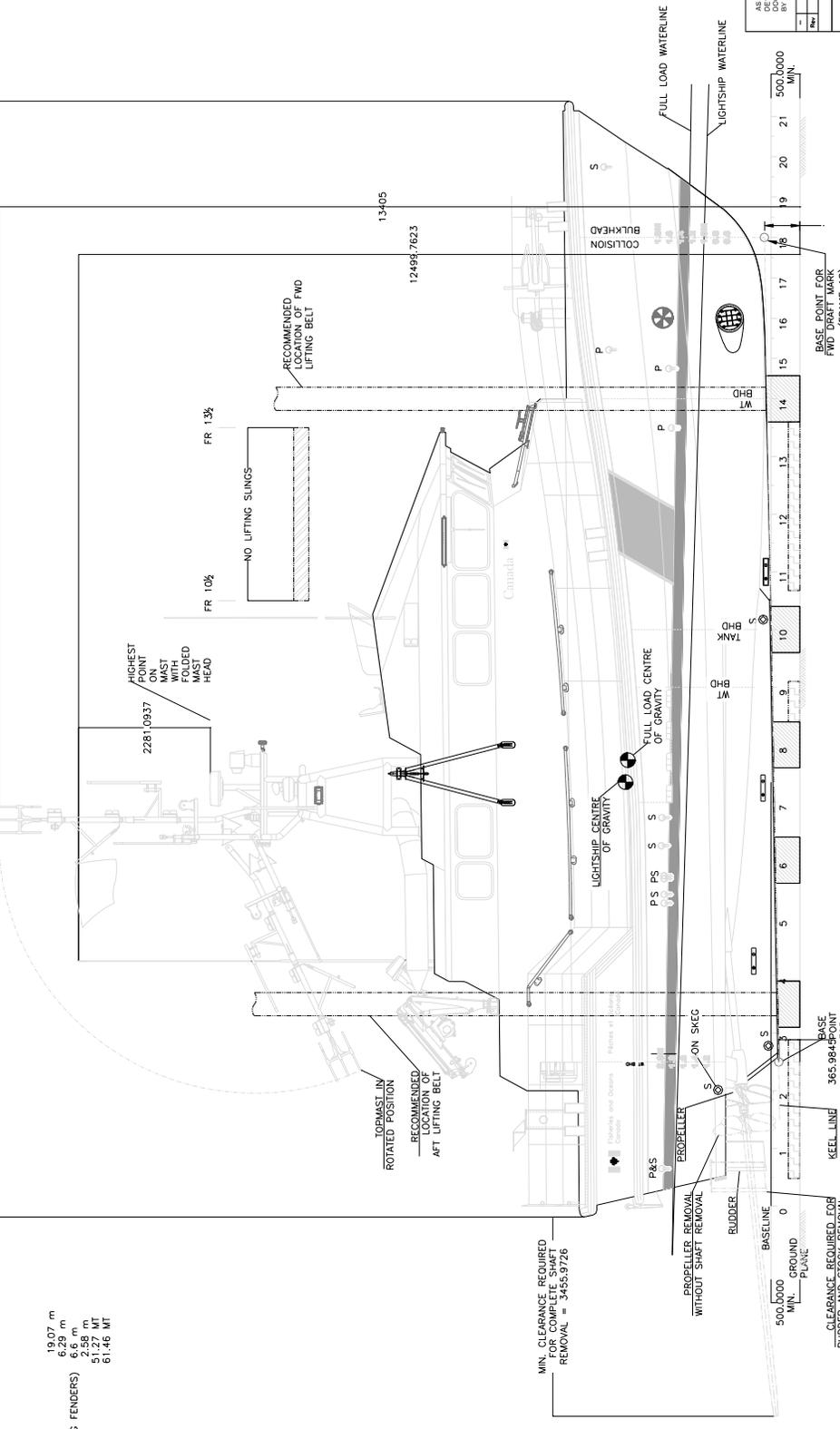
Buyer ID - Id de l'acheteur
Is101
CCC No./N° CCC - FMS No./N° VME

Attachment 3 to Annex A

Vessel Specifications (two (2) vessels)

To be consulted along with measurements (See 1.1)

LENGTH OVER FENDERS = 19348



OUTBOARD PROFILE

GENERAL PARTICULARS:
 LENGTH, OVERALL 19.07 m
 BEAM, EXTREME 6.93 m
 DEPTH, MOULDED 2.58 m
 LIGHTSHIP DISPLACEMENT 51.27 MT
 FULL LOAD DISPLACEMENT 61.46 MT

- NO BLOCKING AREA
- CENTRELINE BLOCKS
- BILGE BLOCKS
- NO LIFTING SLINGS
- OVERBOARD DISCHARGE
- DOCKING PLUG
- SACRIFICIAL ANODE

FRAME SPACING = 1000mm FR 10 - 14
 700mm FR 14 - 21
 BOW INTERMEDIATE BOTTOM
 FRAMES AT 500mm SPACING FR 10 - 14
 FRAMES AT 1000mm SPACING FR 14 - 21



AS FITTED

Client: **FORILLON SHIPYARD**
 15000 Highway 100, St-Jovite, QC J0L 1P0
 Tel: 418-368-8330
 Fax: 418-368-8335
 Email: info@forillon.com

Project: CONCEPTION BAY
 Project #: 149

Number: 1335
 Sheet: 01 / 02
 Date: 2019-11-01
 Drawn by: CE
 Checked by: JMI
 Date: 2019-11-01

Scale: 1:100
 Drawing Date: 2019-11-01

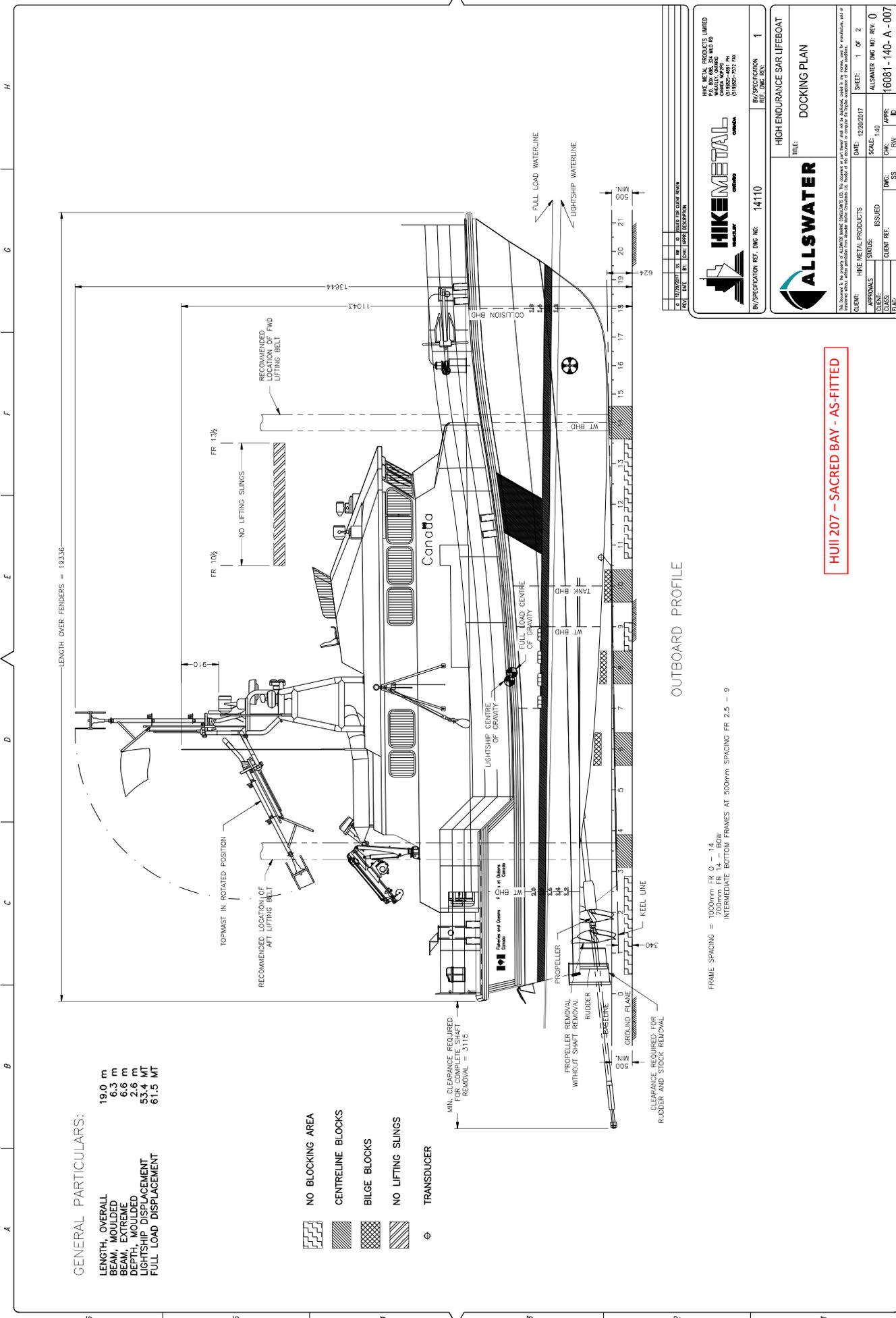
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Attachment 4 to Annex A

Docking Plan



GENERAL PARTICULARS:

LENGTH OVERBALL 19.0 m
 BEAM MOULDED 6.3 m
 BEAM EXTREME 6.6 m
 DEPTH MOULDED 2.6 m
 LIGHTSHIP DISPLACEMENT 53.4 MT
 FULL LOAD DISPLACEMENT 61.5 MT

-  NO BLOCKING AREA
-  CENTRELINE BLOCKS
-  BILGE BLOCKS
-  NO LIFTING SLINGS
-  ⊕ TRANSDUCER

FRAME SPACING = 1000mm FR 0 - 14
 700mm FR 14 - BOW
 INTERMEDIATE BOTTOM FRAMES AT 500mm SPACING FR 2.5 - 9

OUTBOARD PROFILE

		HIKE METAL PRODUCTS LIMITED P.O. BOX 686, 758 MID RD CHINA HARBOR (31) 9822-7577 FAX (31) 9822-7577 FAX	
BY/SPECIFICATION REF. DMC NO:	14110	BY/SPECIFICATION REF. DMC REV:	1
		HIGH ENDURANCE SAR LIFEBOAT TITLE: DOCKING PLAN	
CLIENT:	HIKE METAL PRODUCTS	DATE:	12/20/2017
ISSUE:	ISSUED	SCALE:	1:40
CLIENT REF. NO.:		DRW. NO.:	16081-140-A-007
CLASS:		DRW. REV.:	D
PLANT:		DRW. NO.:	16081-140-A-007
		SHEET:	1 OF 2
		ALSWATER DMC NO. REF.:	0

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HULL 207 - SACRED BAY - AS-FITTED

ANNEX B

BASIS OF PAYMENT

In consideration of the Contractor satisfactorily completing all its obligations under the contract, the Contractor will be paid in accordance with the following table for work performed pursuant to this Contract. Customs duties are included and Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is extra if applicable.

The schedule of milestone payments is in accordance with Terms of Payment in Article 7.6.3 Method of Payment.

Milestone	Description of the Deliverable	Deadline leading to payment	Milestone's Contract Value (%)	Milestone Cost (\$)	
1	Loading of two (2) CCG Vessels onto the Contractor's transit vessel, including, but not limited to: loading from the water, and securing to deck	No later than seven (7) calendar days after both CCG vessels are ready for transport.	30		
	Contractor's vessel to leave the port of origin				
	Other deliverables* incurred: 1 to 4 inclusive				
2	Two (2) CCG vessels delivered to the port of destination, including but not limited to: offloading of two (2) CCG vessels from the Contractor's transit vessel to the water	No later than 90 calendar days after departure from port of origin to perform the Work.	40		
	Other deliverables* incurred: 5 to 7 inclusive				
3	Pre-closing Incidentals, including but not limited to: damage to the property of Canada, occurred, addressed and resolved	No later than seven (7) calendar days after offloading the CCG vessels into the water (port of destination).	30		
	Other deliverables* incurred: 8 and 9				
* See 7.3.1.1			Total :	100%	\$

ANNEX C

INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance

1.1 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 \$5,000,000 per accident or occurrence and in the annual aggregate.

1.2 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 Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- (l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- (m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

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(n) 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 sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

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

2. All Risk in Transit Insurance

- 2.1 The Contractor must obtain on the Government's Property, and maintain in force throughout the duration of the Contract, All Risk Property in Transit insurance coverage for all applicable conveyances while under its care, custody or control, in an amount of not less than \$5,000,000.00 per shipment. Government Property must be insured on Agreed Value (appraisal) basis.
- 2.2 Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
- 2.3 The All Risk Property in Transit insurance must include the following:
- (a) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority at least thirty (30) days written notice of any policy cancellation.
 - (b) Loss Payee: Canada as its interest appears or as it may direct.
 - (c) Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Department of Justice and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

3. All Risk Property Insurance

- 3.1 The Contractor must obtain All Risks Property insurance while the Government Property is under its care, custody or control, and maintain it in force throughout the duration of the Contract, in an amount of not less than \$20,000,000.00. The Government's Property must be insured on Agreed Value (appraisal) basis.
- 3.2 Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
- 3.3 The All Risks Property insurance policy must include the following:
- (a) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority at least thirty (30) days written notice of policy cancellation.
 - (b) Loss Payee: Canada as its interest may appear or as it may direct.
 - (c) Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Department of Justice and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

4. Environmental Impairment Liability Insurance

- 4.1 The Contractor must obtain Contractors Pollution 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 \$1,000,000 per accident or occurrence and in the annual aggregate.
- 4.2 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.
- 4.3 The Contractors Pollution 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 as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - c) Separation of Insureds: 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.
 - d) 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.
 - e) Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.
 - f) 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

Solicitation No. - N° de l'invitation
F7013-190078/A
Client Ref. No. - N° de réf. du client
F7013-190078

Amd. No. - N° de la modif.
File No. - N° du dossier
Is101F7013-190078

Buyer ID - Id de l'acheteur
Is101
CCC No./N° CCC - FMS No./N° VME

of Canada to agree on the legal strategies sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

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

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ANNEX D

Form **PWGSC-TPSGC 1111**, Claim for Progress Payment

Suppliers can go to:

<https://www.tpsgc-pwgsc.gc.ca/app-acq/forms/1111-eng.html>



Section III - Certifications and Additional Information

General Information

<input type="radio"/> The Bidder is a Joint Venture <input checked="" type="radio"/> The Bidder is not a Joint Venture		
Solicitation No. F7013-190078/A	Bidder Legal Name	Procurement Business Number (PBN)
Bidder Address	Contact Name	
Phone Number (Contact person)	E-Mail Address (Contact person)	Applicable Laws Ontario

1. Certifications

Certifications Required with the Bid

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

Integrity Provisions - Declaration of Convicted Offences

In accordance with the [Ineligibility and Suspension Policy](#), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

Certifications Precedent to Contract Award and Additional Information

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications 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 comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

Integrity Provisions - Required Documentation

In accordance with the [Ineligibility and Suspension Policy](#), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

Pursuant to Section 17 of the Ineligibility and Suspension Policy, all suppliers, regardless of their status under the policy, must submit the following information when participating in a procurement process or real property transaction: Suppliers that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation; Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; Suppliers that are a partnership do not need to provide a list of names.

The Bidder is :

- a corporate entity
- a privately owned corporation or sole proprietor
- a partnership

Federal Contractors Program (FCP) for Employment Equity (EE) - 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 "Federal Contractors Program Limited Eligibility List" available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

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 [Federal Contractors Program Limited Eligibility List](#) at the time of contract award.

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

The Bidder must provide the Contracting Authority with a completed Federal Contractors Program for Employment Equity certification before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority before contract award with a completed Federal Contractors Program for Employment Equity certification for each member of the Joint Venture.

Federal Contractors Program (FCP) for Employment Equity (EE) - Certification

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

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

Date (If left blank, the date will be deemed to be the bid solicitation closing date.)

Check only one of the following :

- The Bidder certifies having no work force in Canada.
- The Bidder certifies being a public sector employer.
- The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- The Bidder certifies having a combined workforce in Canada of less than 100 permanent full-time and/or permanent part-time employees.
- The Bidder certifies having a combined workforce in Canada of 100 or more permanent full-time and/or permanent part-time employees.

Additional Certifications Precedent to Contract Award

Status and Availability of Resources

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

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

I understand and certify

Education and Experience

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

I understand and certify

2. Additional Information

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

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 spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, 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.

For non-competitive bid: "fee abatement formula" means the formula applied in the determination of the maximum fee payable during the one-year fee abatement period when the successful bidder is a former public servant in receipt of a pension paid under the [Public Service Superannuation Act](#).

"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 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 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

Electronic Payment of Invoices - Bid

Canada requests that Bidders select one of the following :

- Electronic Payment instruments will not be accepted for payment of invoices.
- Electronic Payment Instruments will be accepted for payment of invoices.

Signature :

Date