

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**  
**11 Laurier St. / 11, rue Laurier**  
**Place du Portage , Phase III**  
**Core 0A1 / Noyau 0A1**  
**Gatineau, Québec K1A 0S5**  
**Bid Fax: (819) 997-9776**

**REQUEST FOR PROPOSAL**  
**DEMANDE DE PROPOSITION**

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

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

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

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

**Comments - Commentaires**

<b>Title - Sujet</b> 8.75 to 9.25m GRP RHIB W/ EXT CABIN		
<b>Solicitation No. - N° de l'invitation</b> F7047-120199/A		<b>Date</b> 2013-03-27
<b>Client Reference No. - N° de référence du client</b> F7047-120199		
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$MD-021-23664		
<b>File No. - N° de dossier</b> 021md.F7047-120199	<b>CCC No./N° CCC - FMS No./N° VME</b>	
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-05-07</b>		<b>Time Zone Fuseau horaire</b> Eastern Standard Time EST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>		
<b>Address Enquiries to: - Adresser toutes questions à:</b> Byron, Dan		<b>Buyer Id - Id de l'acheteur</b> 021md
<b>Telephone No. - N° de téléphone</b> (819) 956-0691 ( )		<b>FAX No. - N° de FAX</b> (819) 956-7725
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes		

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**  
**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Ship Refits and Conversions / Radoubss et modifications de navires and / et  
11 Laurier St. / 11, rue Laurier  
6C2, Place du Portage  
Gatineau, Québec K1A 0S5

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

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## **PART 1 - GENERAL INFORMATION**

### **1.1 INTRODUCTION**

The bid solicitation and resulting Contract document is divided into seven parts plus Schedules 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 and states that the Bidder agrees to be bound by the instructions, clauses and conditions contained in all parts of 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, if applicable, and the basis of selection;

Part 5 Certifications: includes specific requirements that must be addressed by Bidders;

Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and

Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Schedules and Annexes as listed in the Table of Contents.

### **1.2 REQUIREMENT OVERVIEW**

1.2.1 The Canadian Coast Guard has requirement to procure One (1) 8.75 metre to 9.25 metre Glass Reinforced Plastic (GRP) Rigid Hull Inflatable Boat (RHIB) with Extended Cabin and Trailer. Construction is based on a proven design. The requirement includes all associated Work and services described herein including the Technical Statement of Requirements attached at Annex "A" and all approved unscheduled Work not described above.

Proven Design meaning "Built in accordance with design and has proven records of in service."

The construction of the GRP RHIB with Extended Cab Boat will be in accordance with the Canadian Shipbuilding, Repair, Refit and Modernization Policy,  
<http://www.tpsgc-pwgsc.gc.ca/app-acq/ga-sm/chapitre03-chapter03-eng.html#s3-170>.

Pursuant to section 01 of Standard Instructions 2003 and 2004, Bidders must submit a complete list of names of all individuals who are currently directors of the Bidder. Furthermore, as determined by the Special Investigations Directorate, Departmental Oversight Branch, each individual named on the list may be requested to complete a Consent to a Criminal Record Verification form.

- 1.2.2. Options** for one (1) additional GRP Rigid Hull Inflatable Boat With Trailer. In addition to the requirement in 1.2.1, above, Canada shall have the irrevocable option to purchase a maximum of 1 additional Rigid Hull Inflatable Boats with Trailers under the same terms and conditions specified in the Contract, and at the prices provided for below. The option(s) may be exercised at any time up to 12 months from contract award. The option, may only be exercised by the Contracting Authority. The Contractor shall provide firm unit prices in schedule "A" for the an additional one (1) Rigid Hull Inflatable Boats with Trailers.

Bidders shall propose a firm price for the option described above, delivery to Department of Oceans and Fisheries, Canadian Coast Guard ,Conservation and Protection, 7949 Highway 1, Meteghan, Nova Scotia, BOW 2J0.

### **1.3 DELIVERY AND PROVISIONAL ACCEPTANCE SCHEDULE**

#### **1.3.1 GRP RHIB with an Extended Cab Boat with Trailer**

The successful Bidder (Contractor) shall deliver the 8.75 metre to 9.25 metre GRP RHIB with Extended Cabin and Trailer. The Boat must be upright, stable, seaworthy, afloat alongside and ready for Acceptance by Canada at the delivery points named in this RFP, having achieved Provisional Acceptance at the Contractor's shipyard prior thereto. Provisional Acceptance means, successful

Provisional Acceptance at the Contractor's facility, that is, complete in all respects ready for shipping with all respective tests and trials and demonstrations and certifications successfully completed to the satisfaction of the Inspection Authority (IA), Contracting Authority (CA) and Technical Authority (TA) and in accordance with the Contract. The Contractor shall deliver for Acceptance by Canada (Provisional Acceptance having been achieved prior thereto) as follows: (Bidder is to complete the dates in its Technical Bid 1 (see 3.1.2); however the delivery is requested on or before the 31 July 2013.

- a) One (1) GRP RHIB with Extended Cab Boat and Trailer shall be delivered to Fisheries and Oceans / Canadian Coast Guard, Department of Oceans and Fisheries, Canadian Coast Guard, Conservation and Protection, 7949 Highway 1, Meteghan, Nova Scotia, BOW 2J0 is requested on or before 31 July. 2013
- b) If the option is exercised at the sole discretion of Canada, the optional GRP Rigid Hull Inflatable Boat purchased by Canada shall be delivered to Department of Oceans and Fisheries, Canadian Coast Guard, Conservation and Protection, 7949 Highway 1, Meteghan, Nova Scotia, BOW 2J0. Exact delivery address to be provided upon exercising of option.

#### 1.4 SECURITY REQUIREMENT

There is no security requirement associated with this requirement.

#### 1.5 AGREEMENTS AND POLICIES

*The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT). It is subject to the Canadian Shipbuilding, Repair, Refit and Modernization Policy.*

Government Contract Regulations do apply.

#### 1.6 Government Supplied Material- Two (2) 225 HP Bombardier ETEC outboard motors.



## **1.7 Communications Notification**

As a courtesy, the Government of Canada requests that successful bidders notify the Contracting Authority in advance of their intention to make public an announcement related to the award of a contract.

## **1.8 Debriefings**

After contract award, bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within 15 working days of receipt of notification that their bid was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

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## **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 issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website:

<https://buyandsell.gc.ca/policy-and-guidelines/node/3036>

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 Standard Instructions - Goods or Services 2003 - Competitive Requirements (2012-11-19) are incorporated by reference into and form part of the bid solicitation.

Bidders should provide, with their bid or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has 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 provide such a list within the required time frame will render the bid non-responsive. Bidders must always submit the list of directors before contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229)

(<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaire-forms-eng.html>) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

The Bidder must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the bid, and must also provide Canada, when requested, with the corresponding Consent Forms. The Bidder will also be required to diligently maintain the list and when requested, provide Consent Forms during the period of any contract arising from this bid solicitation.

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## 2.2 SACC Manual Clauses:

1028 - Ship Construction Firm Price, 2010-08-16

Section 12 "Warranty" is amended as follows:

Paragraph 3 is deleted and the following is substituted therefor:

3. The warranty period for the Vessel is twelve (12) months from the date of its delivery to and acceptance by Canada. However, the warranty period for the hull is two (2) years from the date of the Vessel's delivery to and acceptance by Canada.

Paragraph 11 is inserted as follows:

All claims by Canada pursuant to this section will be made in accordance with the Warranty Claim Procedure attached as Annex "C" to the Contract

1031-2 Contract Cost Principles, 2008-05-12

4007 - Canada to Own Intellectual Property Rights in  
Foreground Information, 2010-08-16

B5007C - Procedures for Design Change or Additional Work, 2010-1-11

Commercial General Liability Insurance G2001C 2008-05-12

## 2.3 SUBMISSION OF BIDS

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

Bids will NOT be opened publicly.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

## 2.4 ENQUIRIES - BID SOLICITATION

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

Potential Bidders should reference as accurately as possible the Section and 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 questions or may request that the potential Bidder do so, so that the proprietary nature of the question is eliminated, and the response can be provided 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.

Bidders may 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, the Bidder acknowledges that the applicable laws specified are acceptable.

## **2.6 BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY**

The Canadian Coast Guard and The Department of Fisheries and Oceans has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- a) where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

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

### **3.1 BID PREPARATION INSTRUCTIONS**

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

Section I: RFP Response and Certifications (3 hard copies)

Section II: Technical Bid (2 hard copies)

Section III: Financial Bid (1 hard copies)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

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

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

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

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

It is the sole responsibility of Bidders to provide sufficient information to adequately assess its proposal.

Signature of Proposal by Bidder:

- (a) Canada requires that each Proposal be signed by the Bidder or by an authorized representative of the Bidder. Bidders' proposals shall be properly signed when submitted at bid closing.

- (b) Bidders can sign their Proposals by signing the front page of this solicitation, or by submitting a Proposal letter with their proposal.

## Cross-Referencing

Each volume of the Bidder's Proposal should be written to the greatest extent possible on a stand-alone basis so that its contents may be evaluated with minimum of cross-referencing to other volumes of the Proposal. Cross-referencing within a proposal volume is permitted where its use would conserve space without impairing clarity.

## Mandatory

The mandatory requirements of the Solicitation are, unless stated otherwise, signified by the words "shall" or "must" or "will" or "is required" or by the phrase "are to" or "is to".

Each Bidder shall comply with every mandatory requirement of this Solicitation. In the event any Bidder fails to comply with any mandatory requirement of this Solicitation, its Bid shall be deemed to be non-responsive and will not be given any further consideration.

## Proprietary Information

All information regarding the terms and conditions, financial and technical aspects of the Bidder's Proposal, which in its opinion, are of a proprietary or confidential nature should be clearly marked "PROPRIETARY" or "CONFIDENTIAL" at the relevant clause, page or section.

### 3.1.1 SECTION I: RFP RESPONSE AND CERTIFICATIONS

In the RFP Response, bidders must describe and provide the information requested below:

#### 1) Boat Construction Experience

The Bidder shall provide objective evidence that it has a proven capability in the construction of boats of this size, type and complexity which is the subject of this RFP, by providing a detailed list of such boats it has built within the last five (5) years.

If the Bidder is a joint venture, the requirement for Boat Construction Experience must be met by the member of the joint venture who will construct the GRP RHIB with Extended Cab Boat and any optional GRP RHIB with Extended Cab Boat.

## 2) Marine Drafting and Engineering Capability

The Bidder shall provide objective evidence that it has either:

a) in-house marine drafting and engineering capabilities and experience on boats similar to the GRP RHIB with Extended Cab Boat; or

b) a written commitment for the duration of the Contract from a supplier to provide marine drafting and engineering services, which supplier has experience and capabilities on similar boat construction projects.

The Bidder must describe in detail how it meets this criterion, and, for b) above, the Bidder must supply the written commitment of the supplier, signed by the supplier on supplier letterhead, confirming that the supplier will provide the services for the duration of any Contract that may be awarded pursuant to this RFP, and describing in detail how the supplier meets the marine drafting and experience requirements described above.

## 3) Contractor Quality Assurance System

(1) The Bidder shall provide objective evidence that it has a Quality Assurance Program, which shall be in place during the performance of the Work, and which addresses the quality control elements below.

(2) The quality control elements shall include, as a minimum:

(a)  
 Management Representative  
 Quality Assurance Manual  
 Quality Assurance Program Descriptions  
 Quality Reporting Organization  
 Documentation  
 Measuring and Testing Equipment  
 Procurement  
 Inspection and Test Plan  
 Incoming Inspection  
 In-Process Inspection  
 Final Inspection  
 Special Processes

Quality Records  
Non Conformance  
Corrective Action

(3) The objective evidence may be in the form of a copy of the Bidder's Quality Assurance Manual which addresses these elements. Proof of registration with a recognized quality assurance organization whose system addresses the minimum requirements outlined above, may be submitted for consideration.

(4) The Bidder shall also provide a minimum of three (3) samples of completed quality records used by the Bidder on the most recent marine Boat construction at its facility.

(5) Bidder facilities may be audited by the Crown, or its authorized representative, prior to award of contract to ensure that a system is in place in accordance with the foregoing requirement.

(6) A Contractor shall be required to submit completed quality assurance documentation with each claim for payment.

#### 4) Other Requirements

The Bidder shall include all other requirements not part of the Technical or Financial bid, including

(i) the full legal name of the Bidder or the Joint Venture information;

(ii) Contractor Point of Contact

Bidders shall provide the name of a company representative, their phone number, facsimile number and email address, to be the contact person in the event that clarification of the proposal is required.

(iii) an Equipment, Material, and Services Source List and Subcontractors List.

Bidders shall address their proposed Equipment, Material, Services Source List and Subcontractors List in the format provided at Annex "D". The Bidders proposed Equipment, Material, and Services Source List and Subcontractors List shall form part of the Contract that may result from this RFP. No changes shall be made to these lists unless specifically requested by Canada in which case the Design Change procedure will apply.

In accordance with 2030 General Conditions - Higher Complexity - Goods (2012-07-16), Article 05, "Conduct of the Work": *Bidders are reminded that their*



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*submission of proposed "Equipment, Material, Services Source and Subcontractors List" shall not relieve the Contractors of the obligation to supply equipment which shall fully conform to the Contract*

## 5) Certifications

Bidders must submit the certifications required under PART 5.

Compliance with the certifications Bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract)

and after contract award. The Contracting Authority has the right to ask for additional

information to verify the Bidder's compliance with any certifications before award of a

Contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the

certifications or to comply with the request of the Contracting Authority for additional

information will also render the bid non-responsive

### 3.1.2 SECTION II: TECHNICAL BID

In their technical proposal, the Bidder must demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. The Technical Proposal shall contain a comprehensive description of the GRP RHIB with Extended Cab Boat with Trailer and equipment to be supplied and installed in accordance with the Specification and requirements contained herein.

The technical proposal must 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.

#### 1) Project Schedule and Delivery Dates

As part of its technical bid, the Bidder must propose its preliminary project schedule, in MS Project format or equivalent. The project schedule must be reasonable and feasible and shall include the Bidder's work breakdown structure.

The project schedule shall include scheduling of main activities and indicate dates for the main events.

### 3.1.3 SECTION III: FINANCIAL BID

The Bidders shall submit their firm prices, and firm rates by completing all sections of Schedule "A", Detailed Cost Breakdown. The Price Proposal must include a price for every line item in Schedule "A" Detailed Cost Breakdown. All prices must be in Canadian dollars, Canadian customs duty and excise tax included, (Delivered Duty Paid-DDP-INCO Terms 2000) to Canada to delivery points identified in the RFP, GST and HST extra, as applicable.

The Financial Proposal shall not be attached to or contained within the Technical Proposal and prices must not appear in any other area of the proposal except the Financial Proposal.

#### Exchange Rate Fluctuation Date

1. Unless otherwise specified in the bid solicitation, bids must be in Canadian currency.
2. Bidders may request Canada to assume the risk for exchange rate fluctuation. This request must be specifically made at time of bidding.
3. The foreign currency component is defined as the element of the price that will be directly affected by exchange rate fluctuations. It could include the net price FOB foreign manufacturer's plant, costs associated with applicable duty, excise tax, Goods and Services Tax or Harmonized Sales Tax, if applicable, entry fees, transportation costs or delivery charges payable in a foreign currency, and any other charges associated with being the importer of record if they originated from and are required to be paid in a foreign currency.
4. The foreign value of the foreign currency component of the bid or negotiated price must be provided in the bid. Form PWGSC-TPSGC 9411, Claim for Exchange Rate Adjustments, may be used for this purpose. If milestone payments are proposed, it is recommended to indicate on the above form the foreign currency component associated with each milestone event.
5. All bids are evaluated in Canadian currency. Therefore, for evaluation purposes, the noon rate quoted by the Bank of Canada as being in effect on date of bid closing, or such other date as may be specified in the bid solicitation, will be applied as the initial

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conversion factor for the specified currency. (Column 3 of the above form will be completed by the Contracting Authority.)

6. Rates proposed by bidders will not be accepted for the purposes of this exchange rate adjustment provision.

7. If there are two (2) identical bids, and provided that the bid selected would still be considered the most advantageous to Canada, preference will be given to the Bidder who assumes all or part of the exchange rate adjustment risk over a bidder who does not assume any of this risk. Furthermore, preference will be given to the Bidder who assumes all of the exchange rate adjustment risk over a bidder who assumes only part of this risk.

8. Canada will pay the exchange rate adjustment amount in Canadian currency using the prevailing noon rate on the date of payment by Canada or, as applicable, in accordance with one of the following clauses: C3020C.

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## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 EVALUATION PROCEDURES

Canada will evaluate Bids in accordance with the entire requirement of this Solicitation, including the technical RFP response and financial evaluation criteria specified herein and in accordance with the RFP Bid Evaluation Plan attached to this Solicitation as Annex "E".

The evaluation will include the mandatory criteria identified herein and in Annex "E" Bid Evaluation Plan. To be considered responsive, a proposal must meet all the mandatory requirements of the RFP. Failure to meet any mandatory requirement will result in the Bidder's Proposal being declared non-compliant. Non-compliant proposals will be given no further consideration.

During the bid evaluation phase and upon Canada's request, the Bidder will allow Canada to conduct a verification of any aspect of the Bidder's Proposal, which may include but not be limited to Bidder's legal status, facilities and technical, financial and managerial capabilities to fulfil the requirements stated in this Solicitation. This verification may also include a visit to the facilities of the Bidder and/or its subcontractors. Should this information not be provided by the Bidder in a timely manner, the bid will be deemed not compliant. The various phases of the evaluation of the proposals may be completed concurrently to ensure completion of the evaluation in a timely fashion.

Except as specifically provided otherwise in this Solicitation, Canada will evaluate a Bidder's Proposal on the documentation provided as part of that Proposal. References in a Proposal to additional information not submitted with the Proposal, such as:

- (a) website addresses where additional information can be found;
- (b) technical manuals or brochures not submitted with the proposal; or
- (c) existing standing offers, supply arrangements or contracts with the Government of Canada will not be considered.

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An evaluation team comprised of representatives of Canada will evaluate the bids.

**Section I: RFP Response**

In order to be compliant, the Bidder's proposal must, to the satisfaction of Canada, meet all requirements and provide all information required under Part 3, Section I - RFP Response.

**Section II: Technical Bid**

Mandatory evaluation criteria are included in the RFP Bid Evaluation Plan attached to this Solicitation as Annex "E".

**Section III: Financial Bid**

In order to be compliant, the Bidder's proposal must, to the satisfaction of Canada, meet all requirements and provide all information required under Part 3, Section III - Financial Bid.

## **4.2 BASIS OF SELECTION**

- 4.2.1 Of those bids that comply with all the mandatory requirements, the bid with the lowest total bid price for the boat, namely the GRP RHIB with Extended Cab Boat with Trailer will be recommended for award of Contract.
- 4.2.2 The calculation of the total bid price for the purposes of evaluation is shown in Schedule "A", Detailed Cost Breakdown.
- 4.2.3 Bidders should note that all contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed Contract. Notwithstanding that a Bidder may have been recommended for award of Contract, issuance of any Contract will be contingent upon internal approval in accordance with Canada's policies. If such approval is not given, no Contract will be awarded.

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## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

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

### 5.1 Code of Conduct Certifications - Certifications Required Precedent to Contract Award

1.1 Bidders should provide, with their bid or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Bidders must submit the list of directors before contract award, failure to provide such a list within the required time frame will render the bid non-responsive.

The Contracting Authority may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

### 5.2 FEDERAL CONTRACTORS PROGRAM - CERTIFICATION

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal

commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

3. The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

(a) ( ) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;

(b) ( ) is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;

(c) ( ) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;

(d) ( ) is subject to the FCP, and has a valid certificate number as follows:  
 \_\_\_\_\_ (e.g. has not been declared an ineligible contractor by HRSDC.)

Further information on the FCP is available on the HRSDC Web site.

\_\_\_\_\_  
(Name of Bidder)

Per \_\_\_\_\_

\_\_\_\_\_  
Signature & Title

### 5.3. *WELDING:*

It is a requirement of this RFP that the Bidders must provide evidence of certification in for the current year for their shipyard with their bids and agree to maintain certification, until completion of the project, by the Canadian Welding Bureau (CWB) to CSA Standard W47.2: "Certification of Companies for Fusion Welding Aluminium".

The Bidder hereby attaches the following applicable information with the bid:

- (a) Proof of certification to CSA Standard W47.2 for the current year; and
- (b) Proof of CWB currently approved welding procedure specifications and supporting welding data sheets to construct the boats to project welding requirements; and
- (c) Proof of employed or sub-contracted inspection personnel are currently certified to CSA Standard W178.2; and
- (d) Proof of employed welders currently certified to CSA Standard W47.2; and
- (e) Proof of employed welding supervisors currently certified to CSA Standard W47.2; or
- (f) Proof of capability to obtain as and when required personnel currently certified / approved to the standards identified in (c) and (d) and (e) above.

The Bidder agrees to maintain currently certified personnel or confirm capability to obtain currently certified personnel for all of the above for the duration of the Contract.

\_\_\_\_\_  
(Name of Bidder)

Per \_\_\_\_\_



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Signature & Title

## 5.4

**Workers Compensation Certification - Letter of Good Standing**

The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board. The Bidder agrees to provide with the bid, a certificate or letter from the applicable Workers' Compensation Board confirming that the Bidder's account is in good standing. Failure to comply with the request may result in the bid being declared non-responsive.

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(Name of Bidder)

Per

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Signature & Title

5.5 **Compliance with Mandatory Requirements**

In addition to demonstrating compliance with the mandates as required in the RFP Bid Evaluation Plan, each Bidder shall signify its compliance with all of the mandatory requirements of this Solicitation in the following way:

Each Bidder shall sign the following statement:

\_\_\_\_\_(company or joint venture) represents and warrants that it complies without deviation with all of the mandatory requirements of the Solicitation. Furthermore, it represents and warrants that it has accepted, without deviation, all other terms and conditions and processes of the Solicitation except as explicitly permitted in the Solicitation.

---

(Name of Bidder)

Per

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Signature & Title

## 5.6

**Labour Agreement**

Where the Bidder has a labour agreement, or other suitable instrument, in place with its unionized labour, and where such labour agreement or instrument is scheduled to expire during the period of the Contract, the Bidder represents that negotiations and good faith bargaining have commenced at least six (6) months in advance of the labour agreement expiry. The Bidder further represents and warrants that it will take all appropriate actions to ensure a continuous valid labour agreement, with all its workers, for the duration of the Contract.

The Bidder hereby provides the following documentation as part of its bid:

- a) List of all labour unions at Bidder's facilities; and
- b) List the number of labour agreements in force with these unions and provide copies of all labour agreements in force; or
- c) Statement that there are no labour unions at the bidder's facility.

Bidder acknowledges and agrees that it is a Prerequisite condition for Contract award:

Documentary evidence of the agreement or suitable instrument must be provided on or before bid closing date.

\_\_\_\_\_  
(Name of Bidder)

Per

\_\_\_\_\_  
Signature & Title

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## **PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS**

### **6.1 SECURITY REQUIREMENT**

This document and resulting Contract are unclassified and no classified information is anticipated to be involved in this requirement.

### **6.2 FINANCIAL CAPABILITY**

1. Financial Capability Requirement: The Bidder must have the financial capability to fulfill this requirement. To determine the Bidder's financial capability, the Contracting Authority may, by written notice to the Bidder, require the submission of some or all of the financial information detailed below during the evaluation of bids. The Bidder must provide the following information to the Contracting Authority within fifteen (15) working days of the request or as specified by the Contracting Authority in the notice:

- (a) Audited financial statements, if available, or the unaudited financial statements (prepared by the Bidder's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Bidder's last three fiscal years, or for the years that the Bidder has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).
- (b) If the date of the financial statements in (a) above is more than five months before the date of the request for information by the Contracting Authority, the Bidder must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Contracting Authority requests this information.
- (c) If the Bidder has not been in business for at least one full fiscal year, the following must be provided:
  - (i) the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and
  - (ii) the last quarterly financial statements (consisting of

a Balance Sheet and a year-to-date Income Statement)  
as of two months before the date on which the  
Contracting Authority requests this information.

- (d) A certification from the Chief Financial Officer or an authorized signing officer of the Bidder that the financial information provided is complete and accurate.
- (e) A confirmation letter from all of the financial institution(s) that have provided short-term financing to the Bidder outlining the total of lines of credit granted to the Bidder and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Contracting Authority requests this information.
- (f) A detailed monthly Cash Flow Statement covering all the Bidder's activities (including the requirement) for the first two years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Bidder's major sources and amounts of cash and the major items of cash expenditures on a monthly basis, for all the Bidder's activities. All assumptions made should be explained as well as details of how cash shortfalls will be financed.
- (g) A detailed monthly Project Cash Flow Statement covering the first two years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Bidder's major sources and amounts of cash and the major items of cash expenditures, for the requirement, on a monthly basis. All assumptions made should be explained as well as details of how cash shortfalls will be financed.

2. If the Bidder is a joint venture, the financial information required by the Contracting Authority must be provided by each member of the joint venture.

3. If the Bidder is a subsidiary of another company, then any financial information in 1. (a) to (f) above required by the Contracting Authority must be provided by the ultimate parent company. Provision of parent company financial information does not satisfy the requirement for the provision of the financial information of the Bidder, and the financial capability of a parent cannot be substituted for the financial capability of the Bidder itself unless an agreement by the parent company to sign a Parental

Guarantee, as drawn up by Public Works and Government Services Canada (PWGSC), is provided with the required information.

4. Financial Information Already Provided to PWGSC: The Bidder is not required to resubmit any financial information requested by the Contracting Authority that is already on file at PWGSC with the Cost and Price Analysis Group of the Policy, Risk, Integrity and Strategic Management Sector, provided that within the above-noted time frame:

- a) the Bidder identifies to the Contracting Authority in writing the specific information that is on file and the requirement for which this information was provided; and
- b) the Bidder authorizes the use of the information for this requirement.

It is the Bidder's responsibility to confirm with the Contracting Authority that this information is still on file with PWGSC.

5. Other Information: Canada reserves the right to request from the Bidder any other information that Canada requires to conduct a complete financial capability assessment of the Bidder.

6. Confidentiality: If the Bidder provides the information required above to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as permitted by the Access to Information Act, R.S., 1985, c. A-1, Section 20(1) (b) and (c).

7. Security: In determining the Bidder's financial capability to fulfill this requirement, Canada may consider any security the Bidder is capable of providing, at the Bidder's sole expense (for example, an irrevocable letter of credit from a registered financial institution drawn in favour of Canada, a performance guarantee from a third party or some other form of security, as determined by Canada).

### **6.3 INSURANCE REQUIREMENTS**

The Bidder must provide within five (5) working days of a request therefor from the Contracting Authority, 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 and will be insured in accordance with the Insurance Requirements specified in Annex "F".

Canada requires a firm commitment with respect to the insurance such as "We hereby confirm that we, (name of insurance company) will provide all necessary insurance requirements for our client, (name of Bidder) as requested in the GRP RHIB with

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Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

021md

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

F7047-120199

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Extended Cab Boat project requirements and in Annex "F" in the event that (name of Bidder) is awarded the Contract." An authorized representative of the company must sign the letter and indicate their position in the company.

## PART 7 - RESULTING CONTRACT CLAUSES

### 1.0 REQUIREMENT

- 1.1 The Contractor must perform the Work in accordance with this Contract and in particular the Specification at Annex "A" and the Contractor's proposal dated \_\_\_\_\_. The Work includes the construction from a proven design, outfit, tests, trials, demonstration, certification, and delivery of one (1) GRP RHIB with Extended Cab Boat with Trailer plus authorized additional work and all other Work specified herein.

The GRP RHIB with Extended Cab Boat with Trailer will be produced in accordance with the Canadian Shipbuilding, Repair, Refit and Modernization Policy.

The GRP RHIB with Extended Cab Boat with Trailer shall be delivered to Canada, upright, stable, seaworthy, afloat alongside Canada's wharf at Fisheries and Oceans / Canadian Coast Guard, Conservation and Protection, 7949 Highway 1, Meteghan, Nova Scotia, BOW 2J0. Delivered duty paid requested on or before 31 July 2013 in accordance with Article 4.0 of the Contract.

- 1.2 Option for an additional GRP Rigid Hull Inflatable Boat and Trailer:

The Contractor grants to Canada irrevocable option to purchase one (1) Additional GRP RHIB with trailer under all of the same terms and conditions specified in the Contract, and at the firm unit prices provided for in Schedule "A". The option may be exercised at any time up to twelve months from Contract Award. The option, may only be exercised by the Contracting Authority. The Contractor shall provide firm unit prices in schedule "A" for the option for an additional one (1) GRP Rigid Hull Inflatable Boats with Trailers.

- 1.3 Or Equivalent (Or Equal) Material or Equipment

Trade names or specific manufacturers identified herein and followed by "or equivalent" or "or equal" are intended to describe the desired qualities and construction of the articles or materials but not to exclude any makes not so named. The Contractor may propose the substitution of articles or materials similar in design, quality and construction to that specified and suitable for the duty required. When proposing such substitutions for acceptance by Canada, the Contractor shall submit data substantiating the claim for equality to the Contracting Authority for review and acceptance by Canada. In order for the proposed item to be acceptable it must be of the same 'form, fit and function',

and fully meet the performance requirements established herein and be suitable for marine service.

Where no "or equivalent" or "or equal" follows a Trade name or specific manufacturer, it identifies equipment which is standard to the Canadian Coast Guard and shall be the equipment to be used.

## **2.0 STANDARD CLAUSES AND CONDITIONS**

### **2.1 Standard Acquisition 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 issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

### **2.2 General Conditions**

1. 2030 General Conditions - Higher Complexity - Goods (2012-11-19) apply to and form part of the Contract.

- 2.2.1** The text under Subsection 4 of Section 43 - Code of Conduct and Certifications - Contract of 2030 referenced above is replaced by:  
During the entire period of the Contract, the Contractor must diligently update, by written notice to the Contracting Authority, the list of names of all individuals who are directors of the Contractor whenever there is a change. As well, whenever requested by Canada, the Contractor must provide the corresponding Consent Forms.

### **2.3 Supplemental General Conditions**

1. 1028 - Ship Construction Firm Price (2010-08-16) apply to and form part of the Contract.

Paragraph 12 "Warranty" is amended as follows:

Paragraph 3 is deleted and the following is substituted therefor:



3. The warranty period for the Boat is twelve (12) months from the date of its delivery to and acceptance by Canada. However, the warranty period for the hull is two (2) years from the date of the Boat's delivery to and acceptance by Canada.

Paragraph 11 is inserted as follows:

All claims by Canada pursuant to this section will be made in accordance with the Warranty Claim Procedure attached as Annex "C" to the Contract.

2. 1031-2 - Contract Cost Principles (2012-07-16) apply to and form part of the Contract.
3. 4007 - Canada to Own Intellectual Property Rights in Foreground Information (2010-08-16) apply to and form part of the Contract.
- 4) B5007C - Procedures for Design Change or Additional Work, 2010-1-11 apply to and form part of the contract

### **3.0 AUTHORITIES**

#### **3.1 Contracting Authority**

The Contracting Authority is:

Dan Byron  
Department of Public Works and Government Services Canada  
Marine Systems  
11 Laurier Street, Phase III, PDP, 6C2  
Gatineau, PQ K1A 0S5  
Attention: Dan Byron  
Telephone: (819) 956-0691  
Email: dan.byron@pwgsc.gc.ca

The Contracting Authority is responsible for all matters pertaining to 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.

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### 3.2 Inspection Authority

The Inspection Authority is a member of the Canadian Coast Guard, Marine and Technical Services, Department of Fisheries and Oceans Canada who for the purposes of this Contract is the Inspector responsible for inspection of the Work and acceptance of the finished Work under this Contract. The Inspection Authority will be represented on-site by an assigned On-Site Inspector and such other departmental inspectors who will from time to time be assigned in support of this Inspector. The lead Inspector is:

Department of Fisheries & Oceans Canada  
200 Kent Street,  
Ottawa, Ontario  
K1A 0E6  
Attention: TBD  
Telephone:  
Email:

### 3.3 Technical Authority

The Technical Authority is:

Department of Fisheries and Oceans Canada  
Canadian Coast Guard  
200 Kent Street  
Ottawa, Ontario K1A 0E6

Attention: TBD  
Telephone:  
Email:

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 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.

### 3.4 Delegation

Each of the Authorities referred to above may from time to time delegate its responsibilities in whole or in part under this Contract and may act through its

authorized representative. To be effective, such delegation shall be in writing specifying the nature and extent of the authority given, the name of the representative, with a copy delivered to the Contractor by the Contracting Authority, it being understood that a person to whom responsibilities have been delegated cannot further delegate such responsibilities.

### **3.5 Contractor Project Manager / Representative**

The Contractor shall, by written notice to the Contracting Authority, designate the person or persons who may act on behalf of and with the authority of the Contractor under this Contract. The Contractor's designated person or persons shall have the right to delegate their authority and to act through their duly appointed representative. To be effective, such delegation shall be in writing specifying the nature and extent of the authority given, the name of the representative, with a copy delivered to Canada through the Contracting Authority, it being understood that a person to whom responsibilities have been delegated cannot further delegate such responsibilities.

## **4.0 DELIVERY AND ACCEPTANCE**

### **4.1 GRP RHIB with Extended Cab Boat with Trailer**

The Contractor shall deliver the GRP RHIB with Extended Cab Boat and Trailer. The Boat should be upright, stable, seaworthy, afloat alongside and ready for Acceptance by Canada at the delivery points named in this Contract, having achieved Provisional Acceptance at the Contractor's shipyard prior thereto.

Provisional Acceptance means, successful Provisional Acceptance at the Contractor's facility, that is, complete in all respects ready for shipping with all respective tests and trials and demonstrations and certifications successfully completed to the satisfaction of the Inspection Authority (IA), Contracting Authority (CA) and Technical Authority (TA) and in accordance with the Contract.

After successful Provisional Acceptance at the Contractor's shipyard, the Contractor shall deliver for Acceptance by Canada

(a) the GRP RHIB with Extended Cab Boat with Trailer is requested on or before July 31, 2013 to the Fisheries and Oceans / Canadian Coast Guard, Conservation and Protection, 7949 Highway 1, Meteghan, Nova Scotia, BOW 2J0.

### **4.2 Upon completion of all tests and trials specified in Annex A, the Contractor shall submit a certificate of Provisional Acceptance in a format specified by Canada,**

to be signed by the authorized representative of the Contractor, the Inspection Authority and the Contracting Authority. In addition, the Inspection Authority will prepare a final list of all outstanding Work items (including non-conformance reports) for review at the Provisional Acceptance Conference and attached to the Provisional Acceptance certificate as an appendix. The list of outstanding Work shall be reviewed to determine if the GRP RHIB with Extended Cab is fully operational for their intended service to the satisfaction of Canada. Upon receipt of a signed copy of the Provisional Acceptance certificate by the Contracting Authority, the Contractor shall proceed with delivery of the boat to the specified location for Acceptance by Canada.

- 4.3 Each outstanding Work item on the list referred above shall have a price determined in accordance with the following: the higher of twice the cost for the outstanding Work to be completed by the Contractor, or twice the cost for the outstanding Work to be completed as quoted by a third party, and that amount shall be deducted from any payment otherwise due.
- 4.4 It is understood and agreed that where the Work has been substantially completed and the parties have agreed upon the terms and conditions for the Contractor to make good all deficiencies, the certificate may be executed with a statement attached concerning the making good of the deficiencies.
- 4.5 Acceptance of the GRP RHIB with Extended Cab Boat by the Minister shall occur with a written execution of a certificate in accordance with form PWGSC-TPSGC 1105, with evidence satisfactory to Canada that the GRP RHIB with Extended Cab Boat with Trailer has successfully completed all Tests and Trials and Demonstrations and Certification. The execution of the Certificate shall in no way relieve the Contractor of its obligations under the Contract.

## **5.0 SCHEDULE OF CONSTRUCTION DRAWING SUBMISSION DURING CONSTRUCTION PHASE**

Within fifteen (15) working days of the date of award of Contract, the Contractor shall submit to the Contracting Authority a "Schedule of Construction Drawing Submission". This Schedule shall include the following information:

- (a) A list of proposed Construction Drawings; and
- (b) The date on which each Construction drawing is scheduled to be submitted to the Contracting Authority for review.

The Schedule of Construction Drawing Submission shall be maintained and updated on a continuing basis including a record of actual comments from the

Inspection Authority and Technical Authority, and submitted to the Contracting Authority, seven (7) calendar days prior to each Progress Meeting, for the duration of this Contract.

The Contractor shall submit Construction drawings to Canada in accordance with the Schedule of Construction Drawing Submission. Up to ten (10) working days, after receipt of drawings, are required by Canada for examination of drawings.

## **6.0 DESIGN CHECK**

- 6.1 The Contractor shall conduct a Design Check to ensure that the Boats upon completion of the Work will meet fully the performance and other requirements of this Contract and the Specifications, and that the space established in the design is sufficient for all equipment, stores, crew, liquids, etc.
- 6.2 No later than fifteen (15) working days after award of Contract and before proceeding with the Work, the Contractor shall:
- (a) Provide the Contracting Authority with a written statement in which the Contractor shall provide its acceptance and guarantee that the design is sufficient to allow the Boat when completed to perform fully in accordance with the Contract including the Specification(s); or
  - (b) advise the Contracting Authority in writing that the design is defective or deficient and the reasons therefor.
- 6.3 No later than five (5) working days after having received any statements mentioned in sub-article 6.1 (a) or (b), Canada shall advise the Contractor of the acceptance of the statements.
- 6.4 Upon provision of the statement at 6.1(a), the Contractor shall be liable for all additional costs which may be required to complete the Work.
- 6.5 In accordance with the Contractor's Proposal dated \_\_\_\_\_, the GRP RHIB with Extended Cab Boat is to be built from a proven design. Where the Contractor alleges and Canada agrees that the design is defective or deficient, the parties to the Contract shall endeavor to negotiate an agreement for a correction to the design.
- 6.6 Where the Contractor alleges the design is defective or deficient, and Canada does not agree or if within forty (40) calendar days of Contract award no agreement on the correction to the design, Canada may by written notice to the Contractor terminate the Contract. Upon such termination Canada shall be

liable to the Contractor only for its costs of conducting the Design Check. Such costs shall be determined in accordance with PWGSC - TPSGC Contract Cost Principles 1031-2 up to the maximum amount of the associated milestone.

- 6.7 Where the parties to the Contract can reach agreement on correcting the design, changes to the GRP RHIB with Extended Cab Boat, and to all other contracted items affected, and all cost thereof, the Contractor shall be responsible for completing the Work in accordance with the Contract.
- 6.8 After reaching agreement as referred to in sub-clause 6.6 above, the Contractor shall provide a written statement as described in sub-clause 6.1 (a) above.
- 6.9 Except as provided for in the Article entitled "Schedule of Construction Drawing Submission during Construction Phase", the Contractor shall not incur Material and Labour Costs until a written statement, as set out in sub-clause 6.1 (a) above, has been provided and this statement has been accepted as valid by the Contracting Authority.

## **7.0 SCHEDULE OF PURCHASING DURING CONSTRUCTION PHASE**

- 7.1 Within fifteen (15) working days of Contract Award, the Contractor will submit to the Contracting Authority, a "Schedule of Purchasing". This Schedule shall include the following information:
- (a) A list of material and equipment proposed to be purchased by the Contractor, excluding "stock room" material; and
  - (b) The date on which the Contractor proposes to purchase each item of material or equipment; and
  - (c) The anticipated delivery date of each item on the list; and
  - (d) There shall be separate lists, or separate sub-divisions of the Purchasing Schedule, with respect to:
    - (i) Hull;
    - (ii) Hull Outfit;
    - (iii) Machinery and equipment; and
    - (iv) Electrical and electronic equipment.
- 7.2 The Schedule of Purchasing shall be maintained and updated on a continuing basis including records of actual comments from the Inspection Authority and Technical Authority, and submitted to the Contracting Authority seven (7) calendar days prior to each Progress Review Meeting, for the duration of this Contract.

- 7.3 The Contractor shall provide Canada with a copy of its purchase orders. Up to ten (10) working days is required by Canada for examination of purchase orders. Canada shall advise the Contractor of its decision in respect to each one of the purchase orders.

## **8.0 MARKING**

The Contractor must ensure that the manufacturer's name and part number are clearly stamped or etched on each item for positive identification purposes. Where stamping or etching is impracticable, a secure tab will be acceptable if legibly written.

## **9.0 LABELING**

The Contractor must ensure that the manufacturer's and specification numbers appear on each item, either printed on the container or on an adhesive label of highest commercial standard affixed to the container.

Additional labeling shall be provided as identified in the Specification.

## **10.0 NOT USED**

## **11.0 PRODUCTION SCHEDULE**

- 11.1 Within fifteen (15) working days of Contract Award, the Contractor shall submit to the Contracting Authority, Inspection Authority, and Technical Authority, a Production Schedule including critical path items.
- 11.2 The Contractor is responsible for planning and scheduling the Work required herein. The Production Schedule shall be maintained and updated on a continuing basis and shall be presented to the Contracting Authority, seven (7) calendar days prior to each Progress Review Meeting.

## **12.0 DRAWINGS AND PURCHASE ORDERS DURING CONSTRUCTION PHASE**

- 12.1 All drawings and purchase orders shall be submitted to the Contracting Authority for review and comment.
- 12.2 Any examination of any Contractor's drawings or purchase orders by or on behalf of Canada shall not relieve the Contractor of any responsibility under this Contract and shall not relieve any Subcontractor of any responsibility under any subcontract. In particular, examination or approval of drawings or purchase orders shall not:

- (a) Relieve the Contractor of its obligation to ensure that all details are correct;
- (b) Obligate Canada to accept an item that does not meet the Contract requirements;
- (c) Confirm that an item complies with the Contract requirements; and
- (d) Relieve the Contractor of the responsibility for any omissions and the consequences resulting therefrom.

### 13.0 "AS-FITTED DRAWINGS" AND RECORDS

The Contractor shall obtain and deliver to the Technical Authorit the following documents:

- (a) Six weeks prior to commencement of Dock and Sea Trials that are part of the Tests, Trials and Demonstrations preliminary to Acceptance, three (3) hard copies of the proposed trial record sheets which shall include the full trials requirement of each individual test. The Contractor shall be responsible for recording all test, and trial data;
  - (b) Prior to delivery of each GRP RHIB with Extended Cab Boat, for the Tests, Trials and Demonstrations preliminary to Acceptance, one (1) soft copy in English and one (1) soft copy in French, two (2) hard copies in English and two (2) hard copies in French of all Data Books, Instruction Books, Pamphlets and Recommended Spare Parts Lists (including part numbers and ordering instructions) describing all machinery and equipment fitted on the GRP RHIB with Extended Cab Boat;
  - (c) Within ten (10) working days after delivery and Acceptance of the GRP RHIB with Extended Cab Boat: one (1) soft copy in English and one (1) soft copy in French, two (2) hard copies in English and two (2) hard copies in French of records of all Dock Trials, Sea Trials, and any other Tests, Trials and Demonstrations, and all other inspections to be included in the Trials Data Booklet as outlined in Annex A;
- and
- (d) Within thirty (30) working days after Acceptance of each of the GRP RHIB with Extended Cab Boat, one (1) soft copy and two (2) hard copies of all "as-fitted" drawings for the GRP RHIB with Extended Cab Boat.



## **14.0 Boat - ACCESS BY CANADA**

Canada reserves the right to carry out limited Work by its personnel on equipment on board the GRP RHIB with Extended Cab Boat. Such Work will be carried out at times mutually acceptable to Canada and to the Contractor.

## **15.0 WORK SITE ACCESS**

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

## **16.0 ADDITIONAL WORK INCLUDING DESIGN CHANGE**

16.1 The Contractor hereby acknowledges that Canada may require the Contractor to perform additional Work at any time and from time to time, during this Contract over and above the Work identified at Article 1. The additional Work could include but not be limited to:

- (a) Additions or variations to the Work including Design Changes; and
- (b) Dispensing with or change to any portion of the Work.

16.2 If any additional Work is required, the procedure for processing the "Additional Work" shall be as set out in Annex "B", Procedure for Implementing Additional Work, hereto. All negotiations must be completed and the additional Work authorized on form PWGSC - TPSGC 1686 prior to the commencement of the Work, unless and until the Contracting Authority specifically authorizes commencement of the additional Work, in writing, prior to completion of negotiations and completion of form PWGSC - TPSGC 1686.

16.3 The Contractor shall perform the additional Work under the same terms and conditions of the Contract. The additional Work will be negotiated using the labor rates and markups contained in the Contract.

16.4 The Contractor may request a change to the Work for Canada's consideration by submission of a request for change proposal to the Contracting Authority.

16.5 Extensions in the delivery date as a result of the approved additional (unscheduled) Work must be presented at the time of the proposal and to the satisfaction of the Contracting Authority, otherwise extensions to the delivery date will not be considered.

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- 16.6 No cost additional Work: Notwithstanding the foregoing, should Canada deem it advisable to make any reasonable change in the Work during the course of the Work, provided the change is ordered before that particular part of the Work to which Canada refers is commenced and involves no extra cost to the Contractor, such changes shall be made by the Contractor without extra cost to Canada.
- 16.7 Incorporation of Additional Work or Design Changes: Where additional Work including Design Changes has been agreed to by the Parties, the resulting change shall be incorporated into the Work, and:
- (a) Be subject to all of the provisions of the Contract;
  - (b) Not relieve the Contractor of its obligation to ensure that the GRP RHIB with Extended Cab Boat meet all of the performance requirements set out in the Specification and shall not affect the delivery date unless otherwise provided for in form PWGSC - TPSGC 1686 relating to such additional work or design change.
- 17.0 INSPECTION**
- 17.1 All reports, deliverables, documents, goods and all services rendered under this Contract shall be subject to inspection by the Inspection Authority. Should any report, document, good or service not be in accordance with the requirements of the Contract, the Inspection Authority shall have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment. Any communication with a Contractor regarding the quality of Work performed pursuant to this Contract shall be undertaken by official correspondence through the Contracting Authority.
- 17.2 The Contractor shall be responsible for properly setting up, preparing, providing access to and presenting Work for inspection and for giving adequate notice to the Inspection Authority and the Regulatory Body that the Work is complete, and having been pre-tested or inspected by the Contractor, is ready for formal inspection.
- 17.3 Inspection will be done by the Inspection Technical Authority (or his representative) at the most appropriate location:
- (a) For the GRP RHIB with Extended Cab Boat with trailer, at Contractor's facilities during the construction of the GRP RHIB with Extended Cab Boat, up to and including Provisional Acceptance of the GRP RHIB with Extended Cab Boat; and at Canada's facilities for Acceptance; and
  - (b) For most of the Documentation, at Canada's facilities.

17.4 Inspection requirements shall be in accordance with the provisions of this Contract including 2030 General Conditions - Higher Complexity - Goods (2012-07-16) and 1028 Ship Construction - Firm Price (2010-08-16) and the following procedures:

(a) Construction Drawings

- (i) Construction drawings and calculations: Upon receipt of each drawing and the associated technical data by the Inspection Authority and Technical Authority they will be reviewed for their content against the provisions of the Contract. Canada shall notify the Contractor in writing of any discrepancies or concerns within fifteen (15) working days of the receipt of the document.
- (ii) Upon receipt of each construction drawing and purchase order by the Inspection Authority and Technical Authority, they will be reviewed against the Contract. Canada shall notify the Contractor in writing of any discrepancies or concerns within fifteen (15) working days of the receipt of the document.

(b) Inspection during the Construction Phase as carried out by the Inspection Authority will consist of the audit of the Contractor's Quality Control System and records, a series of inspections and the witnessing of tests, trials and demonstrations deemed necessary by the Inspection Authority to verify that the Work has been performed in compliance with the provisions of the Specification.

(c) Non-conformance Report (NCR): A NCR will be issued for each Non-conformance noted by the Inspection Authority. Each report will be uniquely numbered for reference purposes, will be signed and dated by the Inspection Authority, and will describe the Non-conformance.

When the Non-conformance has been corrected by the Contractor and has been re-inspected and accepted by the Inspection Authority, the Inspection Authority will complete the NCR by adding an appropriate signed and dated notation.

When Acceptance Sea Trials have been successfully completed and the Contractor has corrected and addressed items on the Non-conformance list, an Acceptance Inspection of the boat shall be carried out by the Inspection Authority. Three (3) working days prior to the scheduled Acceptance Date, the content of all Non-conformance Reports which have not been signed-off by the Inspection Authority will

be transferred to the Delivery Document prior to the Inspection Authority certification of such document. A final Deficiencies Database shall be prepared for signature if necessary. Acceptance Certificate of Ship into Canadian Coast Guard shall be prepared for signature.

The Contractor shall correct all outstanding deficiencies during the warranty period at a time and place agreed to by the Contractor and the Technical Authority and the Contract Authority.

- (d) Notwithstanding the above and the inspection by the Inspection Authority, the discrepancy notices, the Non-conformance reports, or absences thereof, or corrections thereto, or acceptance thereof, do not relieve the Contractor of its obligations to satisfy the requirements of this Contract. As such, the Contractor shall correct any and all defects or deficiencies discovered at no additional cost to Canada.

## **18.0 TESTS AND TRIALS**

### **18.1 Launching of the GRP RHIB with Extended Cab Boat and Trailer**

The Contractor shall be responsible for the safe and satisfactory launching of the GRP RHIB with Extended Cab Boat at a time and in a manner agreed upon between the Contractor and Canada. If at any time prior to Acceptance of the GRP RHIB with Extended Cab Boat and Trailer there is reason to believe the underwater portion of the GRP RHIB with Extended Cab Boat has been seriously impaired, the Contractor shall place the GRP RHIB with Extended Cab Boat in dry-dock and adequately inspect, repair, clean, and paint the damaged areas at its own expense and to the satisfaction of Canada. On completion of the Work, the Contractor shall be responsible for the safe and satisfactory returning the GRP RHIB with Extended Cab Boat to afloat, alongside and upright at the Contractor's facility.

### **18.2 Tests, Trials and Demonstrations**

- (a) To enable the Inspection Authority and the Technical Authority to certify that the Work has been performed satisfactorily, in accordance with the Contract, the Contractor shall schedule, coordinate, perform, and record all specified Tests, Trials and Demonstrations required by the Inspection Authority, and Technical Authority. A self-righting test shall be completed in accordance with the Specification.
- (b) Where the Contract contains a specific performance requirement for any component, equipment, sub-system or system, the Contractor shall test such component, equipment, sub-system or system to the

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satisfaction of the Inspection Authority, to prove that the specified performance has been achieved and that the component, equipment, sub-system or system performs as required by the Contract.

- (c) Tests, Trials and Demonstrations shall be conducted in accordance with a logical, systematic schedule which shall ensure that all associated components and equipment are proven prior to sub-systems demonstration or testing, and sub-systems are proven prior to system demonstration or testing.
- (d) Where the Contract does not contain specific performance requirements for any component, equipment, sub-system or system, the Contractor shall demonstrate such component, equipment, sub-system or system to the satisfaction of the Inspection Authority and Technical Authority.
- (e) The Contractor shall keep written records of all Tests, Trials, and Demonstrations conducted, including all rejections, comments, or recommendations made at such times. Records shall be in a format, and contain data, such that the Inspection Authority can certify compliance of the component, equipment, sub-system, or system with the specified requirements.
- (f) The Contractor shall in all respects be responsible for the conduct of all Tests and Trials and Demonstrations in accordance with the requirements of this Contract.
- (g) Canada reserves the right to defer starting or, continuing with any Sea Trials for any reasonable cause including but not limited to adverse weather visibility, equipment failure or degradation, lack of qualified personnel and inadequate safety standards.
- (h) The Contractor shall dry-dock the boat on successful completion of Acceptance Trials for underwater inspection and final approval by the Inspection Authority and Technical Authority prior to acceptance of each boat. On completion of the Work, the Contractor shall be responsible for the safe and satisfactory returning the boat to afloat, alongside and upright at the Contractor's facility.

## **19.0 CERTIFICATES**

- 19.1 The Contractor shall obtain and deliver to Canada in the name of the Owner all the usual and all the relevant certificates for the proper and safe operation of

the GRP RHIB with Extended Cab Boat. The following documents (1 original and 2 copies) for the proper and safe operation of the GRP RHIB with Extended Cab Boat shall be supplied by the Contractor at the time of delivery and prior to Acceptance:

- (a) Builder certificates;
- (b) Transport Canada Marine Safety Branch Certificate as required by the Class of Boat;
- (c) Test performance certificates for all machinery, equipment and materials such as engine, gearbox, pumps, switchboards, deck machinery, navigation and communications systems;
- (d) Certificates of building material such as anchor chain, joiner bulkhead;
- (e) Certificates for EPIRBs, light and sound signaling equipment, GMDSS equipment and all other SOLAS safety equipment; NOT USED
- (g) Type Approval Certificates for four (4) engine sets (first ship set shall be shop tested as per Specification at Annex "A"); NOT USED
- (h) Compass adjustment certification and deviation card;
- (i) Radio license(s);
- (j) Original copy of the warranty certificates of all bought-in machinery, equipment and apparatus (valid for twelve (12) months from the date of acceptance of each boat);
- (k) Inclining experiment report and stability information booklet;
- (l) Fire Suppression System; NOT USED and
- (m) All other certificates as required by regulatory bodies.

19.2 All costs associated with obtaining certificates referred to in sub-clause 19.1 above are included in the "Contract Price".

## 20.0 DEFENCE CONTRACT - TITLE TO PROPERTY

The Contract is a defence contract within the meaning of the *Defence Production Act*, R.S.C. 1985, c. D-1.

Title to the Work or to any materials, parts, work-in-process or finished work must belong to Canada free and clear of all claims, liens, attachments, charges or encumbrances. Canada is entitled, at any time, to remove, sell or dispose of the Work or any part of the Work in accordance with section 20 of the Defence Production Act.

## **21.0 GOVERNMENT FURNISHED**

### **21.1 Government Furnished Information (GFI) -NOT USED**

### **21.2 Government Furnished Equipment (GFE) - NOT USED**

### **21.3 Government Supplied Material (GSM)**

Two (2) 225 HP Bombardier ETEC outboard motors.

## **22.0 NOT USED**

## **23.0 WEIGHT AND DISTRIBUTION CONTROL**

- 23.1 The Contractor recognizes that the weight of the GRP RHIB with Extended Cab Boat and its distribution are of crucial importance to the satisfactory completion of this Contract. The Contractor agrees to implement a weight control program in accordance with the requirements of the Contract and to deliver the GRP RHIB with Extended Cab Boat within the allowable weight and weight distribution parameters.
- 23.2 The Contractor shall provide a weight report seven (7) working days prior to each Progress Review Meeting to the Inspection Authority, and Technical Authority.
- 23.2 Any anticipated deviation in the construction from the terms of the full weight statement shall forthwith be brought to the attention of Canada. No changes to the weight distribution of the GRP RHIB with Extended Cab Boat that will affect stability are to be effected without the written agreement of Canada. Notwithstanding such agreement the Contractor shall remain responsible for meeting the performance requirements including conditions of stability set out in the Contract, except as may be agreed to in writing by Canada.

## **24.0 TRADE QUALIFICATIONS AND WELDING**

The Contractor shall use qualified, certificated and competent tradespeople and supervision to ensure a uniform high level of workmanship. The Inspection Authority may request to review and record details of the certification and/or qualifications held by the Contractor's tradespeople.

## **25.0 PAYMENT**

### **25.1 Basis of Payment**

#### **25.1.1 GRP RHIB with Extended Cab Boat and Trailer**

For the performance of the Work, under the terms of the Contract for the provision of one (1) GRP RHIB with Extended Cab Boat with Trailer, the Contractor shall be paid the firm unit prices as identified in Schedule "A", Detailed Cost Breakdown, customs duty and excise tax included, if applicable, DDP, Department of Oceans and Fisheries, Canadian Coast Guard, Conservation and Protection, 7949 Highway 1, Meteghan, Nova Scotia, BOW 2J0

#### **25.1.2 Labor Rates for Additional Work including Design Change**

For the performance of the Work as a result of approved additional Work including Design, or Engineering Change, or change in the scope of Work, the Contractor shall be paid the firm hourly charge-out rate of \$\_\_\_\_\_ per hour, GST/HST extra, as applicable. This rate shall be a blended rate for all classes of labor, engineering and foreperson and shall include all overheads, supervision and profit.

The firm hourly charge-out labour rate will remain firm for the term of the Contract and any subsequent amendments.

#### **25.1.3 Material for Additional Work including Design Change**

For the performance of the Work to procure additional Material as a result of approved additional Work including Design Change or change in the scope of Work, the Contractor shall be paid the Direct Material Cost as defined in Contract Cost Principles 1031-2 plus a firm mark-up of 10% GST/HST extra, as applicable. Other than the 10% mark-up, no additional charges relating to material procurement, insurance, handling, store keeping and activities of this nature, or any other charge whatsoever, will be accepted as part of the additional Work prices.



The material mark-up rate will also apply to subcontracted costs. The mark-up rate includes any allowance for material and subcontract management not allowed for in the Charge-out Labour Rate. The Contractor will not be entitled to a separate labour component for the purchase and handling of materials or subcontract administration.

The material mark-up rate will remain firm for the term of the Contract and any subsequent amendments.

#### 25.1.4 Overtime

Overtime shall not be paid unless authorized in writing by the Contracting Authority and for authorized additional Work only.

The Overtime Rates are as follows:

Time and One-Half Rate: \$...../ per person hour

Double Time Rate: \$...../ per person hour

Overtime shall be calculated and paid as follows:

Time and One-Half : "Time and One-Half Rate" x negotiated hours

Double Time: "Double Time Rate" x negotiated hours

- 25.1.5. For the supply and delivery of one (1) additional RHIB for which Canada has exercised its option, the Contractor shall be paid the firm unit prices as identified in Schedule "A", Detailed Cost Breakdown, customs duty and excise tax included, if applicable, DDP, Department of Oceans and Fisheries, Canadian Coast Guard, Conservation and Protection, 7949 Highway 1, Meteghan, Nova Scotia, BOW 2J0

## 25.2 Payment for Fuel, Oils and Lubricants

The Contractor shall be responsible for the supply and cost of all fuel, lubricating oil, hydraulic oil and other lubricants sufficient for fully charging all systems as required for operating the machinery and other equipment and for performing all tests and trials. After successful completion of all trials and upon Acceptance of the GRP RHIB with Extended Cab Boat by Canada, all oils, lubricants and fuels shall be returned to full condition levels at the Contractor's cost.

## 25.3 Payment for Additional Work including Design Change

The Contractor may claim payment for Additional Work including Design Change where the Work involved in the additional Work or Design Change has been initiated, fully in accordance with the provisions of the Contract. Each additional Work package or Design Change is to be divided over the entire Contract period proportionately to each payment set out in the Contract. Payment for Additional Work or Design Change shall be subject to the same conditions herein.

## **25.4 Expenditure, Limitation - Contract**

25.4.1 Canada's total liability under this Contract shall not exceed \$ TBD , Goods and Services Tax or Harmonized Sales Tax (GST/HST) extra, as appropriate.

25.4.2 No increase in the total liability of Canada or in the price of Work resulting from any design changes, modifications or interpretations of specifications, made by the Contractor, will be authorized or paid to the Contractor unless such changes, modifications or interpretations, have been approved, in writing, by the Contracting Authority, prior to their incorporation into the Work. The Contractor shall not be obliged to perform any Work or provide any service that would cause the total liability of Canada to be exceeded without the prior written approval of the Contracting Authority.

## **25.5 Method of Payment - Single Payment**

1. Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;

The forms may be obtained at:

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

- b) all such documents have been verified by Canada;
- c) the Work delivered has been accepted by Canada.

2. All certificates appearing on the reverse of the said form are to be signed by the respective persons indicated thereon or their delegate

3. The Contractor shall prepare two (2) copies of the claim form PWGSC/TPSGC 1111 signed by a representative of the Company certifying that the Work has been completed. The claim shall be submitted to the Inspection Authority who will certify the claim and forward it to the Contracting Authority who in turn will certify and submit to the Technical Authority for certification and payment.
4. The Payment for the delivered boat, shall be payable by Canada upon delivery of the boat to the Crown, minus the holdback for double the total estimated value of any outstanding Work items.
5. The Holdback for outstanding Work shall be payable by Canada upon completion of the outstanding Work.

## **25.6 Liens - Section 427 of the Bank Act**

25.6.1. If any lien under section 427 of the Bank Act exists in respect to any materials, parts, work-in-process, or finished Work for which the Contractor intends to claim payment, the Contractor agrees to inform the Contracting Authority without delay and agrees, unless otherwise instructed by the Contracting Authority, either

- (a) to cause the bank to remove such lien and to furnish the Contracting Authority, with written confirmation from the bank; or,
- (b) to furnish or cause to be furnished to the Contracting Authority an undertaking from the bank to the Contracting Authority that the bank will not make any claim under section 427 of the Bank Act on materials, parts, work-in-process, or finished Work in respect of which payment is made to the Contractor under this Contract.

25.6.2. Failure to inform the Contracting Authority of such lien or failure to implement paragraph 25.8.1(a) or (b) above shall constitute default under the clause entitled "Default by Contractor" in the General Conditions of the Contract and shall entitle Canada to terminate the Contract.

## **26.0 CERTIFICATIONS**

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 entire

contract period. 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.

## **27.0 APPLICABLE LAWS**

### **27.1 Applicable Laws**

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

### **27.2 *Canada Shipping Act, 2001***

The Contractor shall co-operate with Canada in the recording and registration procedures set out in Part I of the *Canada Shipping Act, 2001*. All certificates and necessary exemptions for a boat of this class shall be provided.

## **28.0 PRIORITY OF DOCUMENTS**

If there is a discrepancy between the wording of any documents which appear on the list, the wording of the document which first appears shall prevail over the wording of any document which subsequently appears on the list.

- 1) Articles of Agreement consisting of these Articles 1 through 43 inclusive and Schedules "A",
- 2) Supplemental General Conditions 1028 - Ship Construction - Firm Price (2010-08-16);
- 3) Supplemental General Conditions 4007 - Canada to Own Intellectual Property Rights in Foreground Information (2010-08-16);
- 4) General Conditions 2030 General Conditions - High Complexity - Goods (2012-07-16);
- 5) General Conditions 1031-2 - Contract Cost Principles (2012-07-16);
- 6) Annex "A" - Canadian Coast Guard Technical Statement of Requirement dated February 13, 2013;
- 7) Annex "B" - Procedures for Implementing Additional Work;
- 8) Annex "C" - Warranty Claim Procedure;

- 9) Annex "D" - Equipment, Material, Services Source List and Subcontractors List;
- 10) Annex "E" - Bid Evaluation Plan
- 11) Annex "F" - Insurance Requirements;
- 12) Annex "G" - Bidders' Questions and Answers; and
- 13) Contractor's Proposal dated\_\_\_\_\_TBD\_\_\_\_\_.

## **29.0 NOT USED**

## **30.0 PROGRESS REVIEW AND TECHNICAL MEETINGS**

- 30.1 Progress Review Meetings shall be held at the Contractor's facility and chaired by the Contracting Authority. The first meeting shall be held within four (4) weeks of Contract Award and the following Progress Review Meetings shall be held every four (4) weeks thereafter. Attendees will be the Contractor Representatives, the Contracting Authority, Inspection Authority and Technical Authority.

The draft agenda will be provided by the Contractor to the Contracting Authority with a copy to the Inspection Authority and Technical Authority approximately five (5) working days prior to each meeting for review by attendees and request for additions. The final agenda will be provided at the meeting by the Contractor.

The Contractor shall record the minutes of all meetings, and include as a minimum discussion items, records of decisions, all action items, risk items, and a record of conclusions reached at the Technical Meetings. The Contractor will distribute a draft of all minutes to the Contracting Authority, Inspection Authority and Technical Authority for review and comment of Canada prior to issuing the final version. The Minutes shall be signed as accepted by the Contractor, Contracting Authority, Technical Authority and the Inspection Authority once comments are incorporated to the satisfaction of Contracting Authority.

- 30.2 Technical Meetings shall be held as required at the Contractor's facility and chaired by the Technical Authority. Attendees will be the Contractor Representatives, the Contracting Authority, Inspection Authority and Technical Authority.

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The Minutes shall be signed as accepted by the Contractor and Technical Authority once comments are incorporated to the satisfaction of Technical Authority.

- 30.3 Wherever possible the Progress Review and Technical Review Meetings will be held together and co-chaired by the Contracting and Technical Authorities.

The minutes of these meetings shall be signed as accepted by the Contractor, Contracting Authority and Technical Authority once comments are incorporated to the satisfaction of the Contracting Authority.

### **31.0 PROGRESS REVIEW REPORTS**

Progress Review Reports shall be provided detailing the Work completed to date, a copy of the updated Master Schedule, problems incurred as well as problems solved and how they were solved both for the current reporting period and from previous reporting period(s). The report shall be provided monthly to the Contracting Authority and should be provided electronically.

### **32.0 FOREIGN NATIONALS**

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 inquire 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.

### **33.0 INSURANCE**

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

#### **34.0 NOT USED**

#### **35.0 NOT USED**

#### **36.0 LIMITATION OF CONTRACTOR'S LIABILITY FOR DAMAGES TO CANADA**

36.1 This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees.

36.2 Whether the claim is based in contract, tort, or another cause of action, the Contractor's liability for all damages suffered by Canada caused by the Contractor's performance of or failure to perform the Contract is limited to \$10,000,000.00 per occurrence. This limitation of the Contractor's liability does not apply to:

- (a) any infringement of intellectual property rights; or
- (b) any breach of warranty obligations.

36.3 Each Party agrees that it is fully liable for any damages that it causes to any third party in connection with the Contract, regardless of whether the third party makes its claim against Canada or the Contractor. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada for that amount.

#### **37.0 TOTAL SYSTEM RESPONSIBILITY**

The Contractor shall have Total System Responsibility (TSR) for the work performed by on on behalf of the Contractor under the Contract. TSR includes but is not limited to:

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- (a) system design and total system integration which includes the task of aggregating, interconnecting, setting-to-work, testing, trials and making compatible all the Systems and Deliverables, including their associated software, so as to fulfill the performance and other requirements described in Annex "A", Technical Statement of Requirements; and
  - (b) placement and management of sub-contractors; and
  - (c) ensuring that documentation and publications are sufficient to permit operation and maintenance of the systems and the equipment which they depict; and
  - (d) all other work required to ensure the GRP RHIB with Extended Cab Boat is fully functional and meets the requirements of the Contract.

### **38.0 WELDING PERSONNEL**

(1) Prior to the commencement of the Work, the Contractor will be required to provide to the Inspection Authority a list of welding personnel intended to be used in the boat construction. The list is to identify the Canadian Standard Association (CSA), or equivalent welding qualifications attained by each of the personnel listed and is to be accompanied by each person's current CSA, or equivalent welding ticket.

### **39.0 MAINTENANCE AND OPERATOR'S MANUAL**

The Contractor shall supply a commercial maintenance and operator's manual, with the GRP RHIB with Extended Cab boat in accordance with the Requirement in the Request for Proposal. The Price of all operator's manuals is included with the Contract Price.

### **40.0 FIELD ENGINEERING AND SUPERVISORY SERVICES**

If Field Service Representatives (FSR) and/or Supervisory Services are required for the Work, the cost of all such services is included in the price for the Work.

### **41.0 GOODS AND SERVICES TAX / HARMONIZED SALES TAX**

- (1) All prices and amounts of money in the Contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price herein and will be paid by Canada.



- (2) The estimated GST or HST is included in the total estimated cost. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt or to which the GST or HST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency any amounts of GST and HST paid or due.

#### **42.0 DANGEROUS GOODS / HAZARDOUS PRODUCTS D3015C - 2007-11-30**

1. The Contractor must ensure proper labelling and packaging in the supply and shipping of dangerous goods/hazardous products to the Government of Canada.
2. The Contractor will be held liable for any damages caused by improper packaging, labelling or carriage of dangerous goods/hazardous products.
3. The Contractor must clearly mark all merchandise labels with the percentage of volume that is a hazardous item. Failure to do so will result in the Contractor being held responsible for damages caused in the movement of goods/products by government vehicles or government personnel.
4. The Contractor must adhere to all applicable laws regarding dangerous goods/hazardous products.

#### **43.0 FAILURE TO DELIVER**

Time is off the essence of this Contract. Failure to deliver by the date(s) specified in the Contract will prejudice Canada.

Delivery is an essential part of this contract. Except for excusable delays notified in accordance with Section 11 of 2030 General Conditions - Higher Completxy - Goods, failure to deliver by the date(s) specified in this Contract will prejudice the Government of Canada and will, at the Government of Canada's discretion, entail either:

- a. Contract Termination in accordance with 2030 General Conditions Sections 10 (Time of the Essence) and 30 (Default by the Contractor); or

Solicitation No. - N° de l'invitation

F7047-120199/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

021md

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

F7047-120199

021mdF7047-120199

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- b. Consideration for Contract Amendment. Delivery date(s) will not be extended without consideration being provided by the Contractor in the form of adjustment to the price, warranty, quantity and / or service to be provided.

**SCHEDULE "A" DETAILED COST BREAKDOWN**  
**RFP NO: F7047-120199**

**COST BREAKDOWN - FOR ONE (1) VESSEL AND ONE (1) OPTION BOAT**

**1. Price / Basis of Payment / Price Evaluation**

Please indicate your proposed unit prices below:

ITEM	DESCRIPTION	PRICE (CDN, HST Excluded)
1.0	One (1) GRP Rigid Hull Inflatable Boat (Design and Construction)	\$
2.0	Propellers (quantity 2)	\$
3.0	Trailer	\$
4.0	Specified Documentation	\$
5.0	Test and Trials	\$
6.0	Shipping/Delivery	\$
<b>TOTAL</b>		\$

OPTION BOAT:

ITEM	DESCRIPTION	PRICE (CDN, HST Excluded)
1.1	One (1) GRP Rigid Hull Inflatable Boat (Design and Construction)	\$
2.1	Propellers (quantity 2)	\$
3.1	Trailer	\$
4.1	Specified Documentation	\$
5.1	Test and Trials	\$
6.1	Shipping/Delivery	\$
<b>TOTAL</b>		\$

***Total Bid Price:***

***( 1.0 + 2.0 + 3.0 + 4.0 + 5.0 + 6.0 + 1.1 + 2.1 + 3.1 + 4.1 + 5.1 + 6.1 ) above***

\$ \_\_\_\_\_(CND) (*HST Excluded*))

**SCHEDULE "A" DETAILED COST BREAKDOWN**  
**RFP NO: F7047-120199**

In addition the following will be included in the Basis of Payment, however this will not form part of the bid evaluation.

1) For unscheduled work, the Bidder shall quote a firm "Charge-out Rate" per person hour which includes all classes of labour, engineering and fore person, and all overheads, supervision and profit.

The firm Charge-out Rate is \$ \_\_\_\_\_.

The firm Charge-out rate will remain firm for the term of the Contract and any subsequent amendments.

(2) The Bidder shall also quote firm "Overtime Rates" per personhour, for "Time and One-half" and "Double Time", which includes all classes of labour, engineering and foreperson, and all overheads, supervision and profit. The Charge-out Rate and Overtime Rates, as applicable, will be used for pricing unscheduled work that results in an increase or a decrease in the work period, except as noted in the clause entitled "Overtime" below.

Time and One-half Rate	\$..... /person/hour
Double Time Rate	\$..... /person/hour

(4) Overtime:

Occasionally, Canada may elect to authorize overtime, for unscheduled work only. If this is the case, and the rate is greater than the Charge-out Rate, cost of labour hours will be determined on the following basis:

Time and One-Half cost: Bidder's Firm "Time and One-half" Rate x negotiated hours;

Double Time cost: Bidder's Firm "Double Time" Rate x negotiated hours.

(5) Material for Additional Work including Design Change

The cost of additional Material as a result of approved additional Work including Design Change or change in the scope of Work shall be the Direct Material Cost as defined in Contract Cost Principles 1031-2 plus a firm mark-up of 10% GST/HST extra, as applicable. Other than the 10% mark-up, no additional charges relating to material procurement, insurance, handling, store keeping and activities of this nature, or any other charge whatsoever, will be accepted as part of the additional Work prices.

The material mark-up rate will also apply to subcontracted costs. The mark-up rate includes any allowance for material and subcontract management not allowed for in the Charge-out Labour Rate. The Bidder will not be entitled to a separate labour component for the purchase and handling of materials or subcontract administration.

**SCHEDULE "A" DETAILED COST BREAKDOWN**  
**RFP NO: F7047-120199**

The material mark-up rate will remain firm for the term of the Contract and any subsequent amendments.



## **DEPARTMENT OF FISHERIES AND OCEANS**

### **ANNEX A**

#### **Technical Statement of Requirements**

**Requisition number F7047-12-0199, provision of Quantity one (1), 8.75 to 9.25 m Glass Reinforced Plastic (GRP) Rigid Hull Inflatable Boat (RHIB) with Extended Cabin and Trailer**

**In addition, Provide for Quantity one (1) Option Boat. Valid for one year after original contract award**

**Revision 1, February 13, 2013**

**TRANSPORT CANADA MARINE SAFETY BRANCH (TCMSB)**



## TP1332 APPROVED CONSTRUCTION

### Document Control

#### Record of Amendments

#	Date	Description	Initials
0	January 03, 2013	Original Issue	KA
1	February 13, 2013	Minor modifications	KA
2	February 22, 2013	Minor modifications	KA

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## **1.0 OVERVIEW**

### **1.1 GENERAL**

- 1.1.1 The Department Of Fisheries and Oceans (DFO) buys, manages and operates numerous small craft in support of its Departmental programs and other missions.

### **1.2 REQUIREMENT**

- 1.2.1 The Contractor shall design, fabricate and supply quantity one (1) Glass Reinforced Plastic (GRP) Rigid Hull Inflatable Boat (RHIB) with Extended Cabin and trailer based on the current Transport Canada Marine Safety Branch (TCMSB) Marine Safety Publication TP 1332 "Construction Standards for Small Vessels" (hereinafter referred to as TCMSB TP 1332). The boats shall be dual gasoline outboard motor configuration.
- 1.2.2 The primary role of this boat will be Fisheries Conservation and Protection (C&P) for the Maritimes Region, Meteghan Detachment.
- 1.2.3 The secondary roles will be search and rescue and other fisheries enforcement duties such as boarding and surveillance duties within the reasonable capabilities for this type and size of craft.
- 1.2.4 This boat will be shore-based and launched and recovered by trailer.

### **1.3 OPTION BOAT**

- 1.3.1 The Contractor shall provide an option for an additional quantity one (1) boat with trailer and documentation in accordance with the requirements of this Technical Statement of Requirements (TSOR). The price for this option boat is to be valid for one (1) year after the award of this contract.

### **1.4 INFORMATION REQUIRED FOR TENDERING**

The following information must be provided for the tendering stage:

- 1.4.1 A general arrangement.
- 1.4.2 A description of how the bidder will meet each of the requirements of this Statement of Requirements
- 1.4.3 The lightship weight.
- 1.4.4 Structural Drawings showing Deck Plan, a Centerline profile and frame station construction details.
- 1.4.5 A detailed Lines Plan.
- 1.4.6 A drawing of the fuel supply arrangement.
- 1.4.7 The proposal must demonstrate the craft will be fully seaworthy, operable and fit in all regards for the purposes intended.
- 1.4.8 The proposal must demonstrate the firm has the facilities, management, technical expertise, welding certification (construction to TP-1332, welding to CSA W47.2, CWB certified shop div. 2.1).and the resources to deliver the craft with the contracted quality and performance.
- 1.4.9 The contractor must also provide documentary evidence of its capability in the construction of this size of craft.

## **2.0 DESIGN AND CONSTRUCTION REQUIREMENTS**

### **2.1 GENERAL**

- 2.1.1** Unless stated otherwise all components, equipment and material must be Contractor supplied.

### **2.2 ERGONOMIC DESIGN**

- 2.2.1** Hazardous operating conditions shall be prevented by arranging machinery and equipment in a safe manner; providing guards for all electrical, mechanical and thermal hazards to personnel; and providing guards or covers for any controls that might accidentally be activated by contact of personnel.
- 2.2.2** The boats shall be designed and constructed to accommodate both male and female crew from approx. 5' to 6' 4" in height, wearing cold weather clothing and equipment in accordance with ASTM F1166-07 Standard Practice for Human Engineering Design for Marine Systems, Equipment, and Facilities.
- 2.2.3** Human engineering factors considered in design shall include accessibility, visibility, readability, crew efficiency and comfort. All equipment shall be accessible for use, inspection, cleaning and maintenance.
- 2.2.4** Equipment must be accessible for use, inspection, cleaning and maintenance as per ASTM F1166-07.

### **2.3 VIBRATION**

- 2.3.1** The boat and all components must be free of local vibration that could endanger boat personnel, damage boat structure, machinery or systems, or interfere with the operation or maintenance of boat machinery or systems.
- 2.3.2** Mounts for movable components, including items moved for stowage, towing or transport shall be provided with resilient material as necessary to prevent rattling.
- 2.3.3** Loosening of fasteners under vibration must be prevented by the use of self-locking fasteners.

### **2.4 EQUIPMENT PROTECTION**

- 2.4.1** The Contractor is responsible for the care of all equipment. All parts, especially those having working surfaces or passages intended for lubricating oil, must be kept clean and protected during manufacture, storage, assembly and after installation. Equipment must at all times be protected against dust, moisture or foreign matter and shall not be subject to rapid temperature changes or extremes in temperature.

## **2.5 SITE CLEANLINESS**

**2.5.1** During construction, all chips, shavings, refuse, dirt and water must be removed at the completion of the work shift or sooner. The Contractor must ensure measures are taken to avoid wear and damage incident to construction, and to prevent corrosion or other deterioration. Equipment subject to freezing must be kept drained, except during test and trials. Equipment must be kept clean and protected from the environment prior to installation.

## **2.6 STRUCTURAL STRENGTH**

**2.6.1** All structures and components (hull, deck, seating, etc.) must be of sufficient strength to withstand when in the Fully Loaded Condition, the lateral and vertical impact-loading that equates to the conditions of the operational requirements.

## **2.7 LAUNCHING**

**2.7.1** The boat must be capable of being launched, recovered and transported by road trailers and / or from other vessels as indicated in this specification.

## **2.8 HULL**

**2.8.1** Rigid hulls shall be constructed of vinyl ester glass-reinforced plastic. All materials used in the hull construction shall be fire-retardant or non-combustible.

**2.8.2** The deck and hull shall be constructed of similar materials. The deck shall have a suitable non-skid surface.

## **2.9 DECK**

**2.9.1** Decks shall be self-draining, by means of non-return freeing ports or similar. The deck above the watertight compartments shall be bolted for easy removal to allow access for repair of buoyancy compartments beneath.

## **2.10 TIE DOWNS**

**2.10.1** Flush mounted deck tie downs will be fitted on the forward deck area for the securing of deck cargo. (Minimum of 4 required).

## **2.11 STOWAGE**

**2.11.1** The Contractor shall provide a watertight compartment for safe stowage of equipment and accessories. Arrangements shall be provided for safe, secure and accessible stowage of an anchor and cable, paddles, and other equipment.

## **2.12 BEACHING SHOE**

- 2.12.1** A high-density protective shoe of stainless steel or equivalent composite shall be fitted the full length of the keel, to protect against damage from grounding or similar hazards. This shoe shall not detract from performance or sea keeping capabilities, and it shall be capable of withstanding the horizontal and vertical impact loading associated with the boats operational requirements. (See section 3.3 Operational Performance - Beaching)

## **2.13 TOWING/TRAILERING**

- 2.13.1** A bow eye or U-bolt arrangement shall be incorporated into the construction of the stem, suitable for towing the boat at a speed of 5 knots in calm water in the normal loaded condition, on an even keel without damaging the boat or causing undue chafing of the towline. This bow eye shall also be suitable for trailering purposes.

## **2.14 OUTBOARD MOTOR CRASHBAR**

- 2.14.1** A reinforced aluminum outboard crashbar bracket constructed of 5086 aluminum alloy is to be fitted to protect the outboard motors. The crashbar must be removable if it obstructs outboard motor removal.

## **2.15 COLLARS**

- 2.15.1** Collars shall normally be inflatable type with at least 5 separate chambers of approximately equal volume, each fitted with a suitable inflation system and over-pressure relief valves calibrated to manufacturer's specified Pounds per Square Inch (PSI). Inflatable collars fitted shall be constructed of material that meets the criteria for strength, elasticity, resistance to wear and longevity. The material as a minimum shall be Hypalon with a weight between 1500 to 1670 Grams per Square Metre.
- 2.15.2** Collars shall be interchangeable and have a diameter of 24 inches so that custom fitting of spare collar is not required.
- 2.15.3** Inflatable collars shall be attached to the hull using mechanical fasteners in a manner that allows the collar to be easily removed for repair or replacement. The use of screws and lag bolts or glue-on type collar is not acceptable.
- 2.15.4** Collar shall be supplied with two pair of step treads installed.
- 2.15.5** Collar must be mechanically fastened on the back or inboard side.
- 2.15.6** Inflatable collars shall be provided with protective wear strips all around. At least three extruded neoprene rubber, or equivalent, rubbing strakes (50mm - 75mm wide) shall be glued along the entire length of the outboard side of the collar to provide protection against abrasion and puncture.

- 2.15.7** Grab lines of nylon braided rope construction shall be fitted along the collar on both the port and starboard sides to provide access from both within the boat and for persons in the water. Grab lines shall be mounted on the centerline of the collar, by means of a lacing cuff (not by D-Ring attachment).
- 2.15.8** A repair kit shall be provided for inflatable collars. (see section 6.4.2)

## **2.16 STANDARDS**

- 2.16.1** Boats constructed under this TSOR shall be fabricated in accordance with the current TCMSB TP 1332 “Construction Standards for Small Vessels” and where applicable the American Boat & Yacht Council (ABYC)
- 2.16.2** Boats constructed under this TSOR shall be fabricated of GRP composite construction.
- 2.16.3** The Contractor shall construct each boat as per this TSOR and where this TSOR interferes or contravenes the above standard; the above TCMSB TP 1332 standard will take precedence
- 2.16.4** The Contractor shall arrange for Technical/Contracting Authority site visits, during all phases of each boat’s construction. The site visits are required to insure that all boats constructed under this TSOR comply with each standard addressed in this TSOR. The Contractor shall supply an electronic (AutoCAD DWG format) copy and two (2) hard copies of all drawings for the boat design to the Technical Authority.
- 2.16.5** The Contractor shall supply a signed letter insuring the proposed RHIB complies with TCMSB TP 1332 and a completed Small vessel Compliance Form (available from the TCMSB web site), to ensure compliance with the current TCMSB requirements.
- 2.16.6** GRP components shall have a colored gel-coat finish (DFO Grey: RAL7042).
- 2.16.7** Electrical systems for each boat shall be in accordance with TCMSB TP 1332 Section 8 “Electrical Systems”.

## **2.17 MATERIALS**

- 2.17.1** All materials must be corrosion resistant and suitable for use in a salt water environment as detailed in the Operational Requirements. All materials normally subjected to sunlight must resist degradation caused by ultraviolet radiation. Galvanized materials are unacceptable.
- 2.17.2** Dissimilar Metals: Direct contact of electrolytically dissimilar metals is not allowed. Electrolytic corrosion must be prevented by insulating dissimilar materials from each other with gaskets, washers, sleeves, or bushings of suitable insulating material.
- 2.17.3** Aluminium: Aluminium alloy types 5086-H32 must be used for plate; aluminium alloy 6061-T6 (anodized grade), suitable for type 5356 filler alloy, must be used for extruded shapes and welded tubing and pipe. Non-structural items of trim and outfit such as hatch frames, castings,

consoles, and hardware items may be of other aluminium alloys suitable for commercial saltwater marine use such as dual rated 5083 / 86 or 5052 or 6063-T54.

- 2.17.4** Stainless Steel: Stainless steel type 316L or 316 must be used for all stainless steel applications except as noted. Alloy 316L must be used in any welded underwater components.
- 2.17.5** Glass Reinforced Plastics and Resins: Good lamination practises required throughout, eg. overlap distances, resin control, air removal from laminates, laminate repair and preparation for subsequent laminations and part bonding / secondary bonding. NOTE: Vessel Particulars may specify upgrade materials.
  - 2.17.5.1** Minimum laminating material specification shall include gel coats and skin-out of isothalic resins, which can be laid in Vinylester resins. No DCPD (Dicyclopentadiene) resins are to be used.
  - 2.17.5.2** Fibre materials to be standard mat / rovings, or 'stitch' combined materials, some of which may use Carbon or Kevlar strands. NO 'chopper' materials to be used in the hull.
- 2.17.6** Fittings and clamps must be stainless steel. Bolts used in all fittings must be Type 316 stainless steel.
- 2.17.7** Where flexible connections are required for steering and fuel systems, suitable hose with permanently crimped, detachable reusable type fittings must be used.
- 2.17.8** All materials and equipment shall be stored installed and tested in accordance with the manufacturer's guidelines, recommendations and requirements

## **2.18 FASTENERS**

- 2.18.1** All fasteners must be of corrosion resistant materials.
- 2.18.2** Cadmium plated parts and fasteners, including washers, shall not be used.
- 2.18.3** Direct attachment of alloys containing copper to aluminium is not permitted except for an electrical bonding strap.
- 2.18.4** No fasteners must be directly threaded into GRP. Aluminium or Stainless steel washers or backing plates must be used as appropriate.
- 2.18.5** Where nuts will become inaccessible after assembly of the vessel, nuts must be captured or anchored to allow reassembly and prevent backing off. Unless otherwise specified, self-locking nuts must be installed to prevent loosening of fasteners due to shock and vibration.
- 2.18.6** Fasteners in deck traffic areas must be flush-mounted to eliminate tripping and snagging hazards.
- 2.18.7** All GRP composite penetrations shall have their exposed inner core areas protected / coated to prevent deterioration or de-lamination of the core.



## **2.19 FACILITIES**

- 2.19.1** The Contractor must have a shop capable of maintaining temperature and humidity. It must be capable of maintaining temperature between 16°C and 25°C. It must be capable of maintaining relative humidity below 70%.

## **3.0 OPERATIONAL REQUIREMENTS**

### **3.1 GENERAL**

- 3.1.1** Unless otherwise stated, performance shall be for conditions of zero sea state and no wind, in salt water with full load and complement. The boats shall be designed and constructed for ease of maintenance and repair, long life, and are to be easily supportable in the location of the delivery address of the boat, by local commercial facilities and suppliers. The boat shall be expected to have a service life of at least 7 years, with an expected usage of between 300 and 500 hours per year.
- 3.1.2** Maximum speed: 35 knots - 40 knots.
- 3.1.3** Minimum speed: 20 knots in sea state 6 with 35-knot wind.
- 3.1.4** Endurance: 30 knots for 6 hours
- 3.1.5** Range: 200 nautical miles with 10% reserve at 25-knot minimum speed.

### **3.2 STEERING**

- 3.2.1** Capable of steering 15° from heading, in Sea State 6, with seas from any direction.
- 3.2.2** Steer and manoeuvre effectively at 3 knots in Sea State 6.
- 3.2.3** Maintain course, made good over ground, when proceeding at 3 knots with relative crosswind of 35 knots.
- 3.2.4** Capable of turning in its own length in Sea State 6.
- 3.2.5** Capable of steering effectively in Sea State 6 with winds of 30 knots while towing a 15 ton (displacement) vessel at 5 knots
- 3.2.6** Be able to operate fully in depths of 1.0 metre with outboard fully lowered and be capable of basic manoeuvring in depths of 0.8 metre with the outboard motor in the partially raised position.
- 3.2.7** Operable by personnel, some without prolonged training or certification.
- 3.2.8** Must be easy to maintain.

### **3.3 BEACHING**

- 3.3.1** Capable of beaching on soft (sand, earth or clay) surfaces at a speed of up to 5 knots without damage to the hull.
- 3.3.2** Capable of beaching on hard (stone or concrete) surfaces at speeds of up to 3 knots without damage to the hull.



### **3.4 ENVIRONMENTAL CONDITIONS**

#### **3.4.1** Capable of operating day or night in the following conditions:

- 3.4.1.1 Average ambient air temperature range:  $-5^{\circ}\text{C}$  to  $+30^{\circ}\text{C}$
- 3.4.1.2 Average water temperature:  $0^{\circ}\text{C}$  to  $+20^{\circ}\text{C}$ .
- 3.4.1.3 Wave heights of 4 meters to 6 meters (WMO Sea-State 6).
- 3.4.1.4 Wind speeds of 30 knots minimum.
- 3.4.1.5 Required to operate safely in ice infested waters, (some minor damage to the boat, not affecting stability or buoyancy is acceptable).
- 3.4.1.6 Boat operates in freezing spray or freezing rain with accumulations of up to 6.0 mm while maintaining stability while allowing for safe transit in Beaufort force 7.

### **3.5 LAUNCHING, RECOVERY & TRANSPORTATION**

- 3.5.1 The craft must be readily road transportable on a trailer, must be able to be launched and recovered using the trailer at existing launch ramps. Must be capable of being launched and recovered from a mother ship.

### **3.6 MAINTENANCE**

- 3.6.1 The craft must be designed and constructed for ease of maintenance and repair, long life, and be easily supportable by local commercial facilities and suppliers.

## **4.0 PHYSICAL CHARACTERISTICS**

### **4.1 VESSEL PARTICULARS**

- 4.1.1 Length overall - between 8.75 and 9.25 metres
- 4.1.2 Breadth overall – between 3.0 and 3.2 metres
- 4.1.3 Maximum draft (outboard motor lowered) - between 0.80 and 0.90 meters.
- 4.1.4 Maximum draft (outboard motor raised) - between 0.70 and 0.80 meters.
- 4.1.5 Maximum freeboard (from top of collar at amidships, in normal load condition) 0.80 meters.
- 4.1.6 Maximum height of collar above deck 0.80 meters
- 4.1.7 Displacement (in normal load condition) between 3200kg and 3500kg.
- 4.1.8 Normal load conditions:
  - 4.1.8.1 Crew of 4 = 400kg
  - 4.1.8.2 Fuel = 750 liters to 850 liters
  - 4.1.8.3 Equipment & supplies = 500kg
- 4.1.9 Hull material – Glass Reinforced Plastic (GRP).
- 4.1.10 Vessel style – Rigid Hull Inflatable Boat (RHIB) with Extended Cabin.
- 4.1.11 Propulsion – Twin 225 hp outboard (GFM)
- 4.1.12 Fresh water capacity (NOT applicable)

4.1.13 Sewage capacity (NOT applicable)

4.1.14 Winch – (NOT applicable)

## **5.0 VESSEL CONFIGURATION**

### **5.1 CABIN ARRANGEMENT**

5.1.1 The layout of the console and/or cabin shall take into account ergonomic considerations, with easy viewing and access to all critical instruments and controls. The cabin deck to be covered with anti-fatigue matting. A marine Head is to be Contractor supplied and installed in the cuddy cabin.

### **5.2 CABIN LOCATION**

5.2.1 Provision shall be made for safe passage of personnel without the necessity to stand or walk on the sponson

### **5.3 CABIN REQUIREMENTS**

5.3.1 The cabin shall be sized to accommodate and provide seating for a four (4)-person crew. The cabin shall be fully enclosed with access through a weather tight door in the aft bulkhead, watertight door in fwd bulkhead and weather tight slide pilot doors (one Port & Starboard). The cabin shall be of such a design that the operator will have an unobstructed view from directly forward to 22 ½ ° abaft the beam on the port and starboard sides. The enclosed Wheelhouse door arrangement as detailed above is for four wheelhouse doors, 2- side pilot doors, 1- main rear doors (all with windows and slider operated) and one forward hinged (water tight when closed) door for access to the forward deck area. Visibility as detailed above is full 360 degree from large safety glass windows in front, sides and rear of wheelhouse. Cabins must be heated and a means shall be provided to reduce window fogging and icing. Two (2) electric windshield wipers with pantograph arms and a wiper washer system are to be installed one on each fore window. The windshield wipers are to be activated individually by a switch - 4 positions (stop-slow-fast-intermittent) - located in the pilot house.

## **6.0 OUTFIT GENERAL**

### **6.1 TOWING**

6.1.1 Sufficient barrier protection shall be provided to protect control station from potential recoil of towline.

**6.1.2** A cruciform towing post shall be fitted aft, ahead of the thrust point of the craft (4000 pound tow capacity minimum) and a removable cruciform tow post (4000 pound tow capacity minimum), fitted toward the bow. The tow posts to be stamped with the Safe Working Load (SWL) of each post, and the paint shall be highlighted.

## **6.2 DECK OUTFIT**

**6.2.1** Not Applicable

## **6.3 INTERIOR OUTFIT**

### **6.3.1 SEATING**

6.3.1.1 Seating shall be provided in the wheelhouse via Four (4) Fixed Shock mitigating seats adjustable front to rear and height adjustable, two-foot rest, adjustable backrest and folding armrests. Shock Mitigating Seats shall have adjustable ride to accommodate variable personnel characteristics. Seats are to be in two rows of two on both port and starboard side allowing for adequate room for both seating and standing of all personnel. The Wheelhouse shall be configured to provide room to accommodate four (4) officers in seated position comfortably, all with full vision out of wheelhouse and all with quick access out of wheelhouse via large rear sliding door and pilot sliding doors at each side of wheelhouse. Fabric of the upholstery shall be rugged Naugahyde or equivalent that shall be resistant to tearing, puncture, and environmental conditions and moisture. All four (4) seats shall be Contractor supplied and installed as identified by the Technical Authority.

### **6.3.2 CONSOLE INSTRUMENTATION**

6.3.2.1 Operators console shall be fitted with all appropriate gauges as recommended by the propulsion-system manufacturer, as a minimum the following gauges are to be provided on the console:

- 6.3.2.1.1 Tachometer for each engine
- 6.3.2.1.2 Fuel gauge for each tank
- 6.3.2.1.3 Ammeter for each alternator
- 6.3.2.1.4 Tilt/trim gauge for each out-drive
- 6.3.2.1.5 Oil pressure gauge
- 6.3.2.1.6 Oil level gauge
- 6.3.2.1.7 Hour Meters for Outboard motors
- 6.3.2.1.8 Cooling water temperature gauge
- 6.3.2.1.9 Water Pressure gauge
- 6.3.2.1.10 Battery condition/ voltage meters for each battery

6.3.2.2 Note: Bidders shall design the console to incorporate the gauges and instruments they recommend for effective operation of the boat. The government will supply twin (2) 225 HP Gasoline outboards. Bidders must supply and install the controls and gauges that are recommended by the suppliers for operation of these engines. Hour meters must be installed.

## **6.4 LIFESAVING & EMERGENCY EQUIPMENT**

- 6.4.1** The following items shall be provided with appropriate stowage / securing arrangements (as appropriate for each item). All fittings, Contractor supplied, shall be heavy duty, corrosion resistant 316 stainless steel fittings. All items shall be readily accessible (the foot pump and the repair kits shall be stowed in a stowage locker). All items must be readily accessible.
- 6.4.2** Collar patch kit (for inflatable collar)
- 6.4.3** Foot pump (bellows type, for floatation collar) and a 12V High volume pressure pump
- 6.4.4** Anchor support installed on the fore deck
- 6.4.5** A water-resistant flashlight and a set of spare batteries.
- 6.4.6** Two (2) wooden paddles
- 6.4.7** One extinguisher (Class 5BC, marine type)
- 6.4.8** Anchor (Fortress FX16 model or equivalent) with 200 feet of  $\frac{3}{4}$  line and a 5 meter galvanized chain
- 6.4.9** Sea anchor
- 6.4.10** Four (4) 25-foot mooring lines
- 6.4.11** Four (4) 6 inch diameter fenders
- 6.4.12** First aid kit
- 6.4.13** Air horn
- 6.4.14** Buoyant heavy line of at least 15 meters
- 6.4.15** Transport Canada approved radar reflector (Echomaster Davis)
- 6.4.16** RLS 406MZ beacon
- 6.4.17** Six (6) approved pyrotechnical distress signals among which at least 3 of type A, B or C

## **7.0 SYSTEMS GENERAL**

### **7.1 PROPULSION**

#### **7.1.1 ENGINES**

- 7.1.1.1** Outboard motors shall be Government Supplied Materiel (GSM) twin (2) 225 HP gasoline Outboard Engines. The model of the outboards shall be determined by the Technical Authority prior to the boat being constructed. The Contractor shall install the outboards, supply and install the controls for each outboard on the RHIB.

- 7.1.1.2 The engines shall be installed, mounted and operated in accordance with the engine manufacturer's recommendations. The use of engine manufacturer's approved accessories and equipment is required. Equipment and components must not be used, or trials performed on the engines that would, in any way, void the engine manufacturer's warranties.

### **7.1.2 PROPELLER(S)**

- 7.1.2.1 Two identical propellers (one spare) must be provided by the Contractor (CFM).
- 7.1.2.2 Propeller(s) must be properly sized and Contractor installed.
- 7.1.2.3 Contractor must inform the Technical Authority and PWGSC Technical Authority of appropriate pitch and diameter to meet the Performance Requirements as determined by the Contractor developed design check.
- 7.1.2.4 The propeller must be of stainless steel.

### **7.1.3 CONTROLS**

- 7.1.3.1 Propulsion control system installation must include a single-lever engine controls located on the starboard side of the helm console. The controls must conform to engine manufacturer's recommendations and must not interfere with any of the other controls.
- 7.1.3.2 Engine package must incorporate a lanyard style automatic shutdown feature (kill switch) for the engines, to be mounted near the ignition switch

### **7.1.4 ALARMS**

- 7.1.4.1 Monitoring system for the engine must include the following alarms
- 7.1.4.2 Oil pressure alarm
- 7.1.4.3 Coolant flow alarm
- 7.1.4.4 Engine temperature alarm

### **7.1.5 VERIFICATION OF INSTALATION**

- 7.1.5.1 Installation of the motor, controls, lubrication and fuel systems, manometers, battery connections, are to be verified by an authorized technician. The motors are to be started by the authorized technician, who must provide a written report with a copy for the Technical Authority.

### **7.1.6 ENGINE BREAK-IN**

7.1.6.1 The Contractor is to respect the engine manufacturer's break-in procedures.

### **7.1.7 PROTECTION OF CONTROLS**

7.1.7.1 All control cables, electrical wiring for the motor and the steering hydraulic hoses are to be installed in UV resistant plastic pipes (LOOM). These pipes are to be installed in such a manner as to ensure that no cable is immersed in water.

## **7.2 STEERING**

7.2.1 Steering systems must be remote hydraulic with self-contained oil reservoir, and replaceable seals on the rams, with a maximum of 4.0 turns from hard over to hard over. (The SeaStar® and / or DayStar steering systems, depending on vessel horsepower, from Teleflex meet this requirement). Particular propulsion systems may have their own requirements for steering which must be adhered to.

7.2.2 All hydraulic steering hoses must be routed in such a manner that they are protected from physical damage and so that there is no pinch or chafing points on the hoses.

7.2.3 Hydraulic hoses must be of sufficient size and length to prevent pulsing. Hoses must be suitable for use in an exposed marine environment complete with stainless steel fittings.

7.2.4 The wheel / console connection must be of robust construction, to eliminate fore and aft or lateral movement of wheel / steering shaft fixture.

7.2.5 The Steering wheel must be stainless steel and may be rubber or plastic covered. The Steering wheel must be stiff enough that during rough water operations there is no flexing of the wheel and the wheel should be padded to provide a comfortable non-slip surface for the operator to grip. (Momo Marine steering wheels meet these requirements)

## **7.3 FUEL SYSTEM**

7.3.1 The Boats shall include the following;

7.3.1.1 The complete fuel systems shall be supplied, installed, labeled and tested in accordance with Section 7 of TCMSB TP 1332.

7.3.1.2 The fuel system shall include two (2) Racor filter/separators suitable for fuel supply to the twin gasoline outboard motors.

7.3.1.3 All fuel valves shall be readily accessible and labeled as per TCMSB TP 1332.

7.3.1.4 Fuel filling pipes shall have a standpipe that stands proud of the deck at least 2 inches to avoid contamination entering or recessed fills in drainable covered locker vented. Fill pipes shall be designed to catch

fuel from over filling or blow back, so that the fuel does not enter the vessel as per TCMSB TP 1332 requirements.

7.3.1.5 Remote fuel shutoff valves shall be fitted, remote from the fuel tanks and engine compartments. Labeled as per TCMSB TP 1332 requirements.

7.3.1.6 All fuel tanks are to be equipped with an anti-syphon valve installed on each suction

7.3.1.7 Fuel tank vent pipes are to be equipped with a non-return check valve

7.3.1.8 Boats with more than one fuel tank shall have cross over valves which allow any motor to use fuel from any tank.

## **7.4 ELECTRICAL SYSTEM**

**7.4.1** The electrical system shall meet TCMSB TP 1332 and ABYC Standards and be completely waterproofed and easily accessible, incorporating a waterproof breaker panel with a minimum of 10 circuits fitted. The Contractor shall ensure that the breaker panel has 10% expansion room or a minimum of 2 spare breakers (whichever option is greater).

**7.4.2** Twelve Volt (12V) DC distribution system shall be provided to power the engine starting and boat service loads including:

7.4.2.1 Navigation lights;

7.4.2.2 Interior and Exterior Lighting;

7.4.2.3 Navigational equipment;

7.4.2.4 Instrumentation;

7.4.2.5 Bilge Pumps;

7.4.2.6 Electronics; and

7.4.2.7 Communications

**7.4.3** Four (4) marine quality 12V power outlets shall be suitably located throughout the vessel. Two of the 12V power plugs shall be installed on or near Operator's console.

**7.4.4** One (1) 600 Watt 12V DC (with converter to 115V AC) accessory plug to power a laptop computer. The Contractor shall ensure that this plug can still operate when strictly on the AC shore power.

### **7.4.5 Batteries, Switches & Charger:**

7.4.5.1 The boat is to be equipped with a system of three type M30MF deep-cycle batteries (2 for the motors and 1 for accessories) with a selector switch and connected in accordance with the motor manufacturer's technical specifications.

7.4.5.2 Batteries must be marine grade glass mat or gel type maintenance free to eliminate leakage, and a minimum 1000 deep-cycle cranking amps.

7.4.5.3 A battery charger is to be supplied and installed on the boat. It shall be used to charge both battery banks when the boat is on shore power.



7.4.5.4 Battery switches shall be recessed to prevent snagging or accidental switching.

7.4.5.5 Battery compartments must be watertight and fitted with a suitable means of gas venting.

**7.4.6 Bilge Blower:** The boat shall be fitted with a 12V DC bilge blower system in accordance with TCMSB TP 1332 "Construction Standards for Small Vessels". The bilge blower system shall be controlled by a separate watertight switch and fuse located at the operator's console.

#### **7.4.7 Shore Power Service**

7.4.7.1 A shore power connection shall be fitted complete with a marine grade service rated 100-ft shore power cable, capable of supplying 120V AC, 30 ampere, single-phase service.

7.4.7.2 The boat's shore power receptacle shall be a marine-style locking 30-amp waterproof male receptacle in a location that is accessible with all hatches closed.

7.4.7.3 Shore power shall be connected to an AC distribution panel on the boats. Each AC circuit shall have its own breaker. This distribution panel will supply the following:

7.4.7.3.1 Battery charger;

7.4.7.3.2 One domestic plug approve type, 15 A in cabin;

7.4.7.3.3 One domestic plug approve type, 15 A outside cabin;

7.4.7.3.4 One cabin light; and

7.4.7.3.5 Two spare circuits.

7.4.7.4 Cable Installation: Cables and conductors shall be supported with clamps or straps at least every 18 inches on horizontal runs and every 14 inches on vertical runs. Cable runs in PVC fire retardant LOOM as deemed acceptable by TCMSB TP 1332 requirements.

#### **7.4.8 Heating:**

7.4.8.1 The contractor is to supply and install a diesel furnace heating system. This heating system shall be a Webasto Air Top EVO 5500, Model no Artikel Nr. 1312517C (or equivalent), configured to perform cabin heating and window defogging with optional inline speed controlled fan for forced air supply. The Contractor shall calculate the required size of the total space being serviced by the heater and use this measurement when ordering the system. The Contractor shall install the system as per the manufacturer's recommendations.

#### **7.4.9 Lighting:**

7.4.9.1 Backscatter of console lights shall be minimized in the design. In all cases, progressive marine grade dimmers shall be fitted wherever



practicable, with the capability of dimming engine monitoring gauges and other indicators separately from compass illumination.

- 7.4.9.2 Boats shall be fitted with four (4) marine grade floodlights suitable for illuminating forward and aft deck spaces. (The ITT Halogen Floodlight, Model 45900-0000 Bracket Mount, Trapezoidal beam, 12 volt, 15 cm x 10 cm, meets this requirement)

<http://www.jabsco.com/products/marine/index.htm>

- 7.4.9.3 A blue flashing light (strobe type) shall be fitted.
- 7.4.9.4 Navigation lighting shall conform to CSA Collision Regulations.
- 7.4.9.5 Fitted searchlights: two (2) required as a minimum and shall have remote control slew/tilt/focus capability, allowing 360° coverage.
- 7.4.9.6 Fitted searchlights shall produce at a minimum one million Candelas each.
- 7.4.9.7 Mounting shall minimize interference with operator's vision.
- 7.4.9.8 Fixtures shall be designed to resist the effects of vibration and moisture and shall be protected from damage while laying alongside or while underway.
- 7.4.9.9 Handheld Searchlights: one (1) required as a minimum producing 1 million candelas at 12 volt supplied.

#### **7.4.10 Pumping and Drainage**

- 7.4.10.1 Electric bilge pump with 2000 gallons per hour (gph) capacity shall be fitted in each watertight division as well as a fixed manual operated diaphragm type bilge pump. The bilge pump shall be located so that it takes suction from the lowest point of the hull. Piping will allow the bilge pump to discharge directly overboard. An automatic control shall be fitted that turns on the electric bilge pump when water is present in the bilge. The electric bilge pump control switch shall be located on the operator's console, with settings for 'on', 'off' and 'automatic' operation. An indicator light and an audible alarm shall be installed at the console that lights when the bilge pump is operating. Bilge pump(s) shall be wired direct to battery, so that it is constantly active as per TCMSB TP 1332 requirements.
- 7.4.10.2 Hull drainage - a non-corrosive threaded plug shall be provided in the lowest point to drain the hull when out of the water.
- 7.4.10.3 Inboard wash down system (STRIGHT-MACKAY, Jabsco Pump, High Speed, 378 gallons per minute or similar)
- 7.4.10.4 Valves and handles shall be bronze and shall be located where they are readily accessible for operation, maintenance or removal.

#### **7.4.11 Radar Arch**

7.4.11.1 Radar Arch shall be fabricated and installed above the cabin. The arch shall be constructed so that the radar, antennae, lights and other fittings can be mounted with minimal effort. All wiring penetrations in the cabin shall be made water tight using TCMSB approved watertight glands. All penetration shall be hose tested upon completion for water tightness. Acceptance based on no water penetrating the interior of the cabin.

#### **7.4.12 Magnetic Compass**

7.4.12.1 The contractor is to supply and install a Ritchie SS-5000W Super Sport Flush Mount compass – mounted in the Operator's console. Non-white (red or green) lighting connected to the 12 volt DC electrical system. System shall be supplied with its own waterproof marine-grade dimmer switch. Compass must be adjustable for deviation.

### **7.5 ELECTRONIC AND NAVIGATION EQUIPMENT**

#### **7.5.1 GENERAL**

- 7.5.1.1 The Contractor shall supply and install a VHF FM Motorola Astro Spectra radio. The contractor must ensure that there is enough console space to allow for the installation of the radio. The Contractor shall also ensure that the radio will have a dedicated breaker available.
- 7.5.1.2 The Contractor shall supply and install the following electronics. All antennas shall be mounted on cabin top with fold down connections for road travel. All cable penetrations shall pass through a watertight gland.

#### **7.5.2 NAVIGATION ELECTRONICS**

The following must be Contractor supplied and fitted:

- 7.5.2.1 The system provided must be equipped with licensed chart card information.
- 7.5.2.2 Raymarine C120 Multifunction Navigation Display with 12.1" Sunlight Viewable Color display, model E02022 or equivalent. The system must be able to interface with Regulus II BSB charts.
- 7.5.2.3 RD24-24"High Performance 4KW Raydome Antenna E-52067 with 15m cable
- 7.5.2.4 Raymarine Raystar 125 GPS Sensor E32042 Navionics Chart for appropriate areas. Information regarding area of operation of the

- boat shall be provided by the Technical Authority within one month after contract award.
- 7.5.2.5 Licensed charts for the area of operation; charts shall be compatible with the system installed.
  - 7.5.2.6 ICOM IC M604 VHF DSC radio. Complete with loud hailer/intercom function plumbed to Radio.
  - 7.5.2.7 Antenna, specification is Comrod AV60P 8 and Shakespeare 4187 HD ratchet mount.
  - 7.5.2.8 Whelan Loud Hailer / Siren
  - 7.5.2.9 Raymarine E66008 in Hull Depth Adjustable Angled in Hull Transducer
  - 7.5.2.10 Raymarine DSM300 Digital Sounder Module, model E63069
  - 7.5.2.11 Raymarine Smart Heading System for Pathfinder model E12102 Gyro Stabilized Fluxgate Compass System
  - 7.5.2.12 Clarion 435 CD AM/FM stereo with two (2) 6.5" waterproof speakers
  - 7.5.2.13 Horn – The Contractor shall supply and install an electric horn that meets the requirements of the Canadian Standards Association (CSA) Collision Regulations. The horn shall be operated by a spring-loaded switch located on the operator's console.

## **7.6 DRAINAGE & BILGE SYSTEMS**

- 7.6.1 Electric bilge pump with 2000 gallons per hour (gph) capacity shall be fitted in each watertight division as well as a fixed manual operated diaphragm type bilge pump. The bilge pump shall be located so that it takes suction from the lowest point of the hull. Piping will allow the bilge pump to discharge directly overboard. An automatic control shall be fitted that turns on the electric bilge pump when water is present in the bilge. The electric bilge pump control switch shall be located on the operator's console, with settings for 'on', 'off' and 'automatic' operation. An indicator light and an audible alarm shall be installed at the console that lights when the bilge pump is operating. Bilge pump(s) shall be wired direct to battery, so that it is constantly active as per TCMSB TP 1332 requirements.
- 7.6.2 Hull drainage - a non-corrosive threaded plug shall be provided in the lowest point to drain the hull when out of the water.
- 7.6.3 Inboard wash down system (STRIGHT-MACKAY, Jabsco Pump, High Speed, 378 gallons per minute or similar)
- 7.6.4 Valves and handles shall be bronze and shall be located where they are readily accessible for operation, maintenance or removal.

## **7.7 PAINTING AND CORROSION PROTECTION**

### **7.7.1 GENERAL**

- 7.7.1.1 The standard color of the hull, deck, collar, and console of the boat shall be DFO Slate Grey (RAL7042). Upholstery on the seats shall be black. All exposed aluminum surfaces shall be matte black and outer surfaces of cabin shall be grey.
- 7.7.1.2 Underwater hull shall be covered with an anti-fouling paint system, approved for use in Canada and applied to a thickness as recommended by the paint manufacturer.
- 7.7.1.3 Prior to delivery the Contractor must ensure that all non-painted exposed aluminium is free of cosmetic blemishes, including all construction marks, scratches, gouges and stains.

## **8.0 TESTS & TRIALS**

### **8.1 TESTS - GENERAL**

**8.1.1** The Contractor must inspect and test the following items, as a minimum, for adherence to the contract requirements and proper operation (proper operation means that the equipment can be started, operated, connected together and demonstrated to function in a normal fashion, as applicable). All discrepancies must be corrected prior to delivery. The required inspections and tests are minimums and are not intended to supplant any controls, examinations, inspections or tests normally employed by the Contractor to assure the quality of the vessel:

- 8.1.1.1 Weight
- 8.1.1.2 Construction Quality
- 8.1.1.3 Lifting Gear
- 8.1.1.4 Propulsion Engines, including starting
- 8.1.1.5 Propulsion Controls
- 8.1.1.6 Steering System
- 8.1.1.7 Fuel System
- 8.1.1.8 Electrical System
- 8.1.1.9 Electronics

### **8.2 SEA TRIALS - GENERAL**

**8.2.1** Sea trials must be conducted by the Contractor to demonstrate the vessel and its equipment conform to the requirements as stated in the Contract. All expenses incident to the trials must be borne by the Contractor, including fuel unless otherwise specified. A crew provided by the Contractor must operate the vessel during sea trials. Residual fuel, if not drained for shipping, must be delivered in its tank with the vessel.

**8.2.2** All Sea Trial instrumentation and equipment must be furnished and operated by the Contractor. Trial instrumentation, where applicable, must not replace the vessel's instruments (e.g., engine tachometer, pressure gauges, and thermometers). The Contractor must furnish all necessary hardware and fittings and must install the measuring devices. After satisfactory completion of the trials, all instrumentation must be removed

and all systems restored to their original condition. The Contractor must provide two (2) copies of the calibration data certifying the accuracy of the instrumentation for the tests and include it in the technical publications (see section 9.6).

**8.2.3** The Contractor must submit a Test & Trials Plan, including a description of all of the acceptance trials to be performed. As a minimum, the following trials must be conducted: the vessel must operate in the Normal Loaded Condition.

8.2.3.1 Speed Trials - The speed trials must be done over a course at least one (1) nautical mile in length. Two (2) runs must be made over the course, one (1) in each direction with the speeds for the two (2) runs averaged. The use of GPS data (averaged) is acceptable.

8.2.3.2 Endurance Trial - The boat shall operate at maximum speed for a minimum of ten (10) minute intervals in the Fully Loaded Condition over one (1) hour period considering the break in procedures of the equipment. During the endurance trials, it shall be demonstrated that all parts of the propulsion system are in full operation. All systems shall be operated to check for proper lubrication, control and alignment. Fuel consumption shall be recorded for the one-hour trial

8.2.3.3 Astern Propulsion - The vessel must be operated and manoeuvred using astern propulsion to establish the astern performance. During the backing performance tests the throttles must be set to provide 1/3 of the rated engine horsepower. In order to demonstrate astern performance of the engines in an emergency stop and to test the strength of the foundations, the engine shall be subjected to two stops from full power ahead at maximum speed to dead in the water using reverse thrust. Time required to perform this trial shall be recorded.

8.2.3.4 Steering Gear - Tests must be conducted on the steering gear to demonstrate the adequacy of the steering system under all operations. Manoeuvring tests must be performed to ensure that the vessel meets the stated requirements. Manoeuvring trials must be conducted in the Normal Load Condition and repeated in the Full Load Condition.

**8.2.4** The Contractor shall provide a Manoeuvring Data Sheet for each boat and include this data sheet in the technical publications (see section 9.6). See Appendix A for a sample Manoeuvring Data Sheet.

**8.2.5** Public Works and Government Services Canada Contract Authority and Technical Authority must be notified no less than 2 weeks prior to sea trials. The Technical Authority will witness and attend the sea trials. Sea trial results must be forwarded to the Technical Authority prior to delivery of the vessel.

- 8.2.6** At the conclusion of sea trials each vessel must be thoroughly cleaned and inspected. Engine cooling systems must be flushed through with fresh water. The Contractor must repair any damage to the vessel or ancillary equipment resulting from sea trials, to the satisfaction of the Technical Authority.
- 8.2.7** For the purpose of the trials, Normal Loaded Condition must be considered to be the basic vessel, fitted with all normal equipment, full fuel, with complement and loads per Vessel Particulars, (see section 4.1).
- 8.2.8** Final Inspection and Acceptance (PWGSC Acceptance Document) for delivery Final Inspection must not be performed until all tests have been satisfactorily completed with data available for review. The vessel must be ready for delivery in all respects, except for final preparation for shipment. The Contractor must provide personnel, as required, to resolve questions and to demonstrate equipment operation maintenance accessibility, removal and installation. The Contractor must document the results of the Final inspection and provide these results to the Contracting Officer, a hard copy of the trial results must be shipped with the deliverables for each vessel. Where applicable, serial numbers and other identifying information shall be recorded for each boat and engine and supplied to the Contracting Officer.
- 8.2.9** Stability examination per TCMSB TP1332 will require the Contractor to record all stability calculation and trial results and provide a copy for each craft produced, to be placed in the technical manual, and two (2) copies for the Technical Authority.
- 8.2.10** Final Acceptance upon delivery, the Technical Authority, or a representative of the Technical Authority will conduct the final delivery inspection. The Contractor must repair any damage to the vessel or ancillary equipment resulting from shipping, to the satisfaction of the Technical Authority.
- 8.2.11** Trial Records: The Contractor must maintain records of testing for each vessel for a minimum of two years. The Contractor must prepare a testing check sheet that certifies that each test has been completed. The check sheet must indicate the actual weight of the vessel in Light Condition. The check sheet must also indicate the total loaded weight.

## **9.0 DOCUMENTATION**

### **9.1 GENERAL**

**9.1.1** All documentation must be provided in both official languages (French and English)

## **9.2 NATIONAL ASSET CODE**

**9.2.1** The National Asset Code for this RHIB is VXA72. The contractor shall add this 5 character code to the builder's plate of each vessel with the prefix "National Asset Code".

## **9.3 BUILDER'S PLATE**

**9.3.1** A Builder's Plate shall be affixed to each asset in a readily visible location, e.g. for a boat, in way of the helm position, for a trailer on the left side of the tongue.

**9.3.2** The plate shall be made of a weather resistant material compatible with that to which it is affixed.

**9.3.3** The dimensions of the plate shall be not less than 200mm x 125mm

**9.3.4** The plate shall contain the following information, permanently etched:

- 9.3.4.1 National Asset Code;
- 9.3.4.2 Naval Architect/Designer;
- 9.3.4.3 Builder;
- 9.3.4.4 Hull Number;
- 9.3.4.5 Year of Construction;
- 9.3.4.6 Call Sign (if applicable); and
- 9.3.4.7 Lightship Weight in kilograms.

## **9.4 TECHNICAL PUBLICATIONS**

**9.4.1** Contractor must provide, upon delivery of the vessel, complete sets of technical publications of a comprehensive owner/operator manual that provides a physical and functional description of the craft, its machinery and equipment, as well as delivery testing and sea trial result documentation. The manual must include but not be limited to sections such as: General Information, Technical Information, and Spare Parts List.

**9.4.2** The contractor is to provide copies of the technical publications as follows:

- 9.4.2.1 one (1) complete hard copy and one (1) complete CD electronic copy set of technical publications per vessel produced for the operator of the RHIB, to be delivered with the RHIB
- 9.4.2.2 one (1) complete hard copy and one (1) complete CD electronic copy set of technical publications per vessel produced for the Technical Authority, to be delivered to the same address identified for invoices.

## **9.5 GENERAL INFORMATION SECTION**

**9.5.1** The General Information Section must include a description of the arrangement and function of all structures, systems, fittings and accessories that comprise the boat, with illustrations as appropriate:



- 9.5.1.1 Operating procedures;
- 9.5.1.2 Basic operating characteristics (such as temperatures, pressures, flow rates)
- 9.5.1.3 Installation criteria and drawings, assembly and disassembly instructions with comprehensive illustrations showing each step;
- 9.5.1.4 Recommended planned maintenance; and
- 9.5.1.5 Complete troubleshooting procedures.

## **9.6 TECHNICAL INFORMATION SECTION**

**9.6.1** The Technical Information Section must include a complete set of detailed owners/operators manuals, drawings, parts lists and supplemental data for all components of the boat (whether acquired from external sources or custom-manufactured), including:

- 9.6.1.1 Initial Spares Parts List; The list must include the name, part number and serial number if applicable of the parts, items or components and must indicate the supplier (name, address, phone number, email address) of this part, equipment or component and in which part of the specification the item appears.
- 9.6.1.2 Hull; including hull data, TEST and TRIAL results, serial or manufacturers' numbers, and equipment warranty cards.
- 9.6.1.3 Collar; including collar materials and glue materials, and procedures necessary for onboard repair of the collar;
- 9.6.1.4 Pre-trial shop Testing Check Sheet.
- 9.6.1.5 Engine(s) and equipment: including engine and propulsion serial numbers.
- 9.6.1.6 Electronics, (if applicable): including model and serial numbers.
- 9.6.1.7 Regulatory and Stability information: as required per TP 1332
- 9.6.1.8 All components fitted to the vessel must have the Maintenance Data Sheet attached as "*Appendix B: Maintenance Data Sheet*", completed before acceptance of the vessel from the Contractor. This information will be used to populate the data base for the maintenance of the vessel.
- 9.6.1.9 Acceptance Certificates, and compliance sheets or certificates distributed with equipment i.e. life saving appliances, lifting appliances, engine test reports, calibration certificates, Nav light certificates, Fire suppression material certificates, flotation foam rating sheets. The initial inspection of the vessels after delivery, by TCMS, will establish TP 1332 compliance.
- 9.6.1.10 The Technical Publications must also include a list of recommended initial onboard spare parts to be stocked for the craft. At a minimum this list must include the following items (as applicable):
  - 9.6.1.10.1 Propulsion: Propellers, filters, water pump impeller, batteries, throttle and shift cables, special engine tools.
  - 9.6.1.10.2 Collar: air valve, foot pump, pressure gauge, patch kit and 12 Volt (V) High Pressure Pump;



- 9.6.1.10.3 Electrical: panel breakers, fuses, light bulbs;
- 9.6.1.10.4 Boat Structures and Fittings: Miscellaneous commonly used fasteners.

## **9.7 ADDITIONAL DELIVERABLE DOCUMENTATION**

**9.7.1** The following additional documentation shall be delivered with each boat:

- 9.7.1.1 Tonnage Registration Certificate in accordance with TP 13430 -  
<http://www.tc.gc.ca/eng/marinesafety/svcp-gt-3948.htm>
- 9.7.1.2 Registration to the Small Vessel Compliance Program SVCP  
Website: <http://www.tc.gc.ca/eng/marinesafety/svcp-menu-3633.htm>
- 9.7.1.3 Bill of Sale
- 9.7.1.4 A valid Motor Vehicle Registration Certificate for the relevant Province, if a trailer is to be supplied.
- 9.7.1.5 Test & Trial results
- 9.7.1.6 Acceptance Certificates, i.e. life saving appliances, lifting appliances, engine test reports, calibration certificates, extinguishers, etc.
- 9.7.1.7 Testing Check Sheets.

## **10.0 SHIPPING AND DELIVERY**

### **10.1 GENERAL**

Prior to shipping, the boat is to be cleaned, appropriately protected and covered in accordance with the instructions specified in this section.

- 10.1.1** Prior to shipping, the boats shall be secured on their respective trailers, cleaned, preserved and covered in accordance with this section. All areas of the boat are to be cleaned prior to covering for shipping. Bilges are to be dry and free of oil and debris and the fuel tanks shall be full with fuel stabilizer added.
- 10.1.2** The propulsion system shall be preserved in accordance with the manufacturer's recommendations for storage of up to one year in an environment that will be subjected to freezing temperatures.
- 10.1.3** The batteries are to be disconnected. A warning plate is to be tied to the steering wheel with a wire indicating that the boat has been protected for shipping and storage and must not be started until the propulsion machinery has been reactivated.
- 10.1.4** All contact points with the boat are to be padded. A shrink wrap cover is to be provided to protect the boat during shipping and storage.
- 10.1.5**

## **11.0 TRAILER**

### **11.1 General**

- 11.1.1** A trailer to fit the boat, must be provided by the contractor, and must be welded galvanized construction and be rated at least 20% over the anticipated 'normal load' weight of the boat. The trailer must be certified commercial requirements in accordance with Department of Transport regulations for towing the vessel, and be constructed and equipped with the following:
- 11.1.1.1 Trailer to be equipped with axle bearing protection, grease nipple, and flush out kit if required;
  - 11.1.1.2 Brake and turn signal lighting, with 4-prong flat wiring connector. The lighting system must be submersible. (Note requirement for other connector if required for the equipment listed for trailer.);
  - 11.1.1.3 Hydraulic surge type, jurisdiction compliant braking system;
  - 11.1.1.4 Manual bow winch assembly with winch strap and non-corroding snap hook, bow chock, and swivel tongue jack, with wheel. The winch must be of adequate size to launch and recover the vessel and fitted with anti-reverse mechanism;
  - 11.1.1.5 Heavy-duty 'stand-on' fenders and hitch to accommodate a 2-inch ball;
  - 11.1.1.6 Rollers and wheel mounted spare tire and carrier, with lug wrench; and side loading guides aft; and
  - 11.1.1.7 Class III weight distributing hitch compliant.
- 11.1.2** The contractor must record the trailer sales and registration information and provide the information in the boat manual.

# **APPENDIX A**

## MANOEUVRING DATA SHEET

**TITLE: SEA TRIAL - ACCEPTANCE**

ITEM	DESCRIPTION OF OPERATION/DATA RECORDING																
1.0	<b>SHIP CONDITION:</b>																
1.1	The following ship condition shall be recorded at dockside at the beginning and at the end of the Trial. a) Draft _____ b) Trim _____ c) Displacement _____ d) Condition of Vessels Tanks _____ e) List of heavy equipment (item, weight, location). _____ _____ _____																
2	<b>AMBIENT CONDITIONS:</b> The following information on Data Sheet # 1 shall be recorded at the start of the Trial:																
2.1	<table border="1"><thead><tr><th colspan="2">DATA SHEET # 1</th></tr></thead><tbody><tr><td>A) Date</td><td></td></tr><tr><td>B) Ambient Temperature</td><td></td></tr><tr><td>C) Average Depth of Water</td><td></td></tr><tr><td>D) Water Temperature</td><td></td></tr><tr><td>E) Sea State and Direction</td><td></td></tr><tr><td>F) Wind Speed and Direction</td><td></td></tr><tr><td>G) Barometric Pressure</td><td></td></tr></tbody></table>	DATA SHEET # 1		A) Date		B) Ambient Temperature		C) Average Depth of Water		D) Water Temperature		E) Sea State and Direction		F) Wind Speed and Direction		G) Barometric Pressure	
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B) Ambient Temperature																	
C) Average Depth of Water																	
D) Water Temperature																	
E) Sea State and Direction																	
F) Wind Speed and Direction																	
G) Barometric Pressure																	
2.2	Sea State and direction & wind speed and direction shall be recorded at the beginning and end of Items 3 & 4.																
2.3	Demonstrate all control operations at 50% power from wheelhouse.																
3.0	<b>PROGRESSIVE SPEED RUNS:</b>																
3.1	Progressive speed trials shall be conducted at 25%, 50%, 75%, 90% and 100% power.																
3.2	A speed run shall consist of two runs per RPM setting (one run in each direction). The mean achieved RPM shall be within 2 percent of the selected RPM. The difference in the mean achieved RPM between runs in opposite directions shall not be more than 2 percent. Trim tab settings shall be set before and be constant for each double run.																
3.3	The ship shall approach the test area on the prescribed course at a steady propeller RPM for a sufficient distance to ensure that acceleration has ceased before entering the test area. Elapsed time and distance traveled shall be recorded for a run from marker to marker of the Measured Mile.																
3.4	On finishing the measured run, the ships course shall be changed and the ship brought around to a reciprocal course far enough from the start of the test area to regain any speed lost on the turn before commencing measurements on the reciprocal run.																
3.5	On completion of each group of two constant speed runs, the RPM shall be changed at once in order to give the boat sufficient time to attain the desired new speed before starting the next run.																
3.6	No rudder movement shall be made during the approach and on the measured run.																
3.7	During these runs, Data Sheet # 2 shall be completed.																

**TITLE: SEA TRIAL - ACCEPTANCE**

ITEM	DESCRIPTION OF OPERATION/DATA RECORDING																
4.0	<b>ENDURANCE RUN AND CRASH STOP:</b>																
4.1	Maintain 100% power (     RPM) and run for 6 hrs. Take readings and record every hour.																
4.2	<p>On completion of the endurance runs the " Crash Stop " shall be demonstrated. The vessel shall be decelerated by going to full power astern until the vessel 'is " dead in the water ". The time and distance required to reach " dead in the water " shall be recorded on Data Sheet # 2.</p> <table border="1"><thead><tr><th colspan="2">DATA SHEET # 2</th></tr></thead><tbody><tr><td>A) RPM</td><td></td></tr><tr><td>B) Initial Speed</td><td></td></tr><tr><td>C) Vessel Initial Heading</td><td></td></tr><tr><td>D) Time (from Full Power Astern</td><td></td></tr><tr><td>to dead in water)</td><td></td></tr><tr><td>E) Distance Covered</td><td></td></tr><tr><td>F) Vessel Final Heading</td><td></td></tr></tbody></table> <p>NOTE: No rudder movements shall be made during the maneuver. Stopping distance shall be estimated by the Master.</p>	DATA SHEET # 2		A) RPM		B) Initial Speed		C) Vessel Initial Heading		D) Time (from Full Power Astern		to dead in water)		E) Distance Covered		F) Vessel Final Heading	
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4.3	<p>On completion of the crash stop the vessel shall complete a 5 minute astern run at 100% power (or maximum safe power at Master's discretion).</p>																

TITLE: SEA TRIAL - ACCEPTANCE																																																																																																																																																																																																																																																
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5.1	At full power ahead and astern, move the rudder in 5° increments from amidships to 35° port and return, and from amidships to 35° Stbd and return. Record actual rudder angle mechanical indicator and actual demanded on rudder angle Indicator.																																																																																																																																																																																																																																															
<table border="1"> <thead> <tr> <th colspan="17">DATA SHEET # 3</th> </tr> <tr> <th>PORT PUMP</th> <th colspan="16">RUDDER MOVEMENT PORT</th> </tr> <tr> <td></td> <td>NOMINAL</td> <td>5</td><td>10</td><td>15</td><td>20</td><td>25</td><td>30</td><td>35</td> <td>30</td><td>25</td><td>20</td><td>15</td><td>10</td><td>5</td><td>0</td> </tr> </thead> <tbody> <tr> <td rowspan="2">FULL AHEAD</td> <td>ACTUAL ACHIEVED</td> <td></td><td></td><td></td><td></td><td></td><td></td><td></td> <td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> <tr> <td>ACTUAL IS DEMANDED</td> <td></td><td></td><td></td><td></td><td></td><td></td><td></td> <td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> <tr> <td rowspan="2">FULL STERN</td> <td>ACTUAL ACHIEVED</td> <td></td><td></td><td></td><td></td><td></td><td></td><td></td> <td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> <tr> <td>ACTUAL IS DEMANDED</td> <td></td><td></td><td></td><td></td><td></td><td></td><td></td> <td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th colspan="17">DATA SHEET # 4</th> </tr> <tr> <th>STBD PUMP</th> <th colspan="16">RUDDER MOVEMENT STARBOARD</th> </tr> <tr> <td></td> <td>NOMINAL</td> <td>5</td><td>10</td><td>15</td><td>20</td><td>25</td><td>30</td><td>35</td> <td>30</td><td>25</td><td>20</td><td>15</td><td>10</td><td>5</td><td>0</td> </tr> </thead> <tbody> <tr> <td rowspan="2">FULL AHEAD</td> <td>ACTUAL ACHIEVED</td> <td></td><td></td><td></td><td></td><td></td><td></td><td></td> <td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> <tr> <td>ACTUAL IS DEMANDED</td> <td></td><td></td><td></td><td></td><td></td><td></td><td></td> <td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> <tr> <td rowspan="2">FULL STERN</td> <td>ACTUAL ACHIEVED</td> <td></td><td></td><td></td><td></td><td></td><td></td><td></td> <td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> <tr> <td>ACTUAL IS DEMANDED</td> <td></td><td></td><td></td><td></td><td></td><td></td><td></td> <td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </tbody> </table>																	DATA SHEET # 3																	PORT PUMP	RUDDER MOVEMENT PORT																	NOMINAL	5	10	15	20	25	30	35	30	25	20	15	10	5	0	FULL AHEAD	ACTUAL ACHIEVED															ACTUAL IS DEMANDED															FULL STERN	ACTUAL ACHIEVED															ACTUAL IS DEMANDED															DATA SHEET # 4																	STBD PUMP	RUDDER MOVEMENT STARBOARD																	NOMINAL	5	10	15	20	25	30	35	30	25	20	15	10	5	0	FULL AHEAD	ACTUAL ACHIEVED															ACTUAL IS DEMANDED															FULL STERN	ACTUAL ACHIEVED															ACTUAL IS DEMANDED														
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# **TITLE: SEA TRIAL - ACCEPTANCE**

ITEM	DESCRIPTION OF OPERATION/DATA RECORDING																							
5.2	<p>With the vessel at full power ahead and full power astern, move the rudder from 35° Port to 35° Stbd and from 35° Stbd. to 35° Port and then to amidships. Record the time required to complete each hard over.</p> <table border="1"> <thead> <tr> <th colspan="3">DATA SHEET # 5</th></tr> <tr> <th colspan="3">HARD OVER RUDDER MOVEMENTS (PORT PUMP)</th></tr> <tr> <th></th><th>PORT TO STBD</th><th>STBD TO PORT</th></tr> </thead> <tbody> <tr> <td rowspan="3">FULL AHEAD</td><td>EXPECTED TIME: _____ Sec.</td><td>EXPECTED TIME: _____ Sec.</td></tr> <tr> <td>ACTUAL TIME: _____ Sec.</td><td>ACTUAL TIME: _____ Sec.</td></tr> <tr> <td>HYD. OIL PRESSURE _____ bar g</td><td>HYD. OIL PRESSURE _____ bar g</td></tr> <tr> <td rowspan="3">ASTERN</td><td>EXPECTED TIME: _____ Sec.</td><td>EXPECTED TIME: _____ Sec.</td></tr> <tr> <td>ACTUAL TIME: _____ Sec.</td><td>ACTUAL TIME: _____ Sec.</td></tr> <tr> <td>HYD. OIL PRESSURE _____ bar g</td><td>HYD. OIL PRESSURE _____ bar g</td></tr> </tbody> </table>	DATA SHEET # 5			HARD OVER RUDDER MOVEMENTS (PORT PUMP)				PORT TO STBD	STBD TO PORT	FULL AHEAD	EXPECTED TIME: _____ Sec.	EXPECTED TIME: _____ Sec.	ACTUAL TIME: _____ Sec.	ACTUAL TIME: _____ Sec.	HYD. OIL PRESSURE _____ bar g	HYD. OIL PRESSURE _____ bar g	ASTERN	EXPECTED TIME: _____ Sec.	EXPECTED TIME: _____ Sec.	ACTUAL TIME: _____ Sec.	ACTUAL TIME: _____ Sec.	HYD. OIL PRESSURE _____ bar g	HYD. OIL PRESSURE _____ bar g
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FULL AHEAD	EXPECTED TIME: _____ Sec.	EXPECTED TIME: _____ Sec.																						
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	HYD. OIL PRESSURE _____ bar g	HYD. OIL PRESSURE _____ bar g																						
5.3	<u>AUTOPILOT:</u>																							
5.3.1	With the vessel traveling in a straight line at 50% power in calm water, turn the master select switch to the Pilot position. Make a 40 degree course change using the Red Arrow key. The vessel will settle onto course with one overshoot of 5 degrees or less. Repeat with the Green Arrow key.																							
5.3.2	<p>a) Adjust the automatic pilot course demand within 5° of the ships heading and select Auto steering mode and observe the auto steering mode selector indicates active.</p> <p>b) Head due North and adjust the course demand 180° Port of ships heading. Record time required to achieve new course and Port or Stbd overshoot.</p> <p>c) Head due South and adjust the course demand 180° Port of ships heading. Record time required to achieve new course and Port or Stbd overshoot.</p> <p>_____</p>																							

# **TITLE: SEA TRIAL - ACCEPTANCE**

ITEM	DESCRIPTION OF OPERATION/DATA RECORDING														
5.3 Cont.	<table border="1"> <thead> <tr> <th colspan="2">DATA SHEET # 6</th></tr> <tr> <th>FUNCTION</th><th>REMARKS</th></tr> </thead> <tbody> <tr> <td>Auto mode selector Indicates" SELECTED"</td><td></td></tr> <tr> <td>Time required to achieve course.</td><td>_____ Sec.</td></tr> <tr> <td>Port and Stbd system overshoot of set point.</td><td> Port _____ °  Stbd _____ ° </td></tr> <tr> <td>Time required to achieve course.</td><td>_____ Sec.</td></tr> <tr> <td>Port and Stbd system overshoot of set point.</td><td> Port _____ °  Stbd _____ ° </td></tr> </tbody> </table>	DATA SHEET # 6		FUNCTION	REMARKS	Auto mode selector Indicates" SELECTED"		Time required to achieve course.	_____ Sec.	Port and Stbd system overshoot of set point.	Port _____ ° Stbd _____ °	Time required to achieve course.	_____ Sec.	Port and Stbd system overshoot of set point.	Port _____ ° Stbd _____ °
	DATA SHEET # 6														
	FUNCTION	REMARKS													
	Auto mode selector Indicates" SELECTED"														
	Time required to achieve course.	_____ Sec.													
	Port and Stbd system overshoot of set point.	Port _____ ° Stbd _____ °													
	Time required to achieve course.	_____ Sec.													
	Port and Stbd system overshoot of set point.	Port _____ ° Stbd _____ °													
	d) Observe that the auto pilot maintains ships heading for 5 minutes after each adjustment.														
	Return to normal operation:														
<u>CIRCLE TURNING:</u>															
All circles shall be carried out with 35° of rudder angle through a circle of 540°															
The following circle turning maneuvers shall be conducted. Record information for each turn.															
a) One circle to Port at 50% power. b) One circle to Stbd at 50% power. c) One circle to Port at 100% power. d) One circle to Stbd at 100% power.															
Each circle shall be commenced from a steady course and speed. Alternate turns shall be made with opposite initial headings. Approaches shall be up or down tide with no change in power.															



**TITLE: SEA TRIAL - ACCEPTANCE**

ITEM	DESCRIPTION OF OPERATION/DATA RECORDING				
	DATA SHEET # 7				
	FUNCTION	RECORD			
	CIRCLE TURNING:	Turn 1	Turn 2	Turn 3	Turn 4
		-----RPM	-----RPM	-----RPM	-----RPM
	Preliminary Information	Port	Stbd	Port	Stbd
	Time For 540°				
	Ship's Initial Heading				
	Initial Speed				
	Relative Wind Speed and Direction				
	Estimated Diameter, m				
	Time for 35° Rudder Angle				
		HEADING			
	TIME M-S	Turn 1 -----RPM Port	Turn 2 -----RPM Stbd	Turn 3 -----RPM Port	Turn 4 -----RPM Stbd
	0-0				
	0-10				
	0-20				
	0-30				
	0-40				
	0-50				
	1-00				
	1-10				
	1-20				
	1-30				
	1-40				
	1-50				
2-00					
2-10					
2-20					
2-30					
2-40					
REMARKS					
Note time for 90° incremental changes in heading.					

**Procedure for Implementing Additional Work**  
Glass Reinforced Plastic Rigid Hull Inflatable Boat with Extended Cabin and Trailer

**1. Purpose**

The Additional Work Procedure has been instituted for the following purposes:

- (a) To establish a uniform method of dealing with requests for Additional Work;
- (b) To obtain the necessary Technical Authority approval and Contracting Authority authorization before Additional work commences; and
- (c) To provide a means of maintaining a record of Additional Work requirements including Serial Numbers, dates, and accumulated cost.

**2. Definitions**

- (a) An Additional Work Procedure is a contractual procedure whereby changes to the scope of Work under the Contract may be defined, priced and contractually agreed to;
- (b) The procedure does not allow for the correction of deficiencies in the Contractor's Proposal.

**3. Procedures**

- (a) The procedure involves the form PWGSC-TPSGC 1686 for new construction. This form is to be used when the work has been fully defined, and the final cost has been agreed to and/or negotiated. It will be the form for authorizing all Additional Work to be followed by Contract Amendment.
- (b) Emergency measures required to prevent loss or damage to the Boat, which would occur if this procedure is followed, shall be taken by the Contractor on its own authority. The responsibility for the cost of such measures shall be determined in accordance with the terms and conditions of the contract.
- (c) The Technical Authority will initiate a work estimate request by defining the Additional Work requirement. It will attach drawings, sketches, additional Specification, other clarifying details as appropriate, and allocate their Serial Number for the request.
- (d) Notwithstanding the foregoing, the Contractor may propose to the Technical Authority in writing, either by letter or some type of Defect Advice Form (this is the Contractor's own form) that certain Additional Work should be carried out. The Technical Authority will either reject or accept such proposal, and advise

the Contractor and Contracting Authority. Acceptance of the proposal is not to be construed as authorization for the work to proceed. If required, the Technical Authority will then define the Additional Work requirement in accordance with subparagraph 3(c).

(e) After the Additional Work requirement is defined, the original and one (1) copy with all attachments, will be passed by the Technical Authority to the Contracting Authority.

(f) The Contracting Authority will retain the original with attachments and submit a copy with attachments to the Contractor.

(g) The Contractor will submit its Proposal (Paragraph 6 - Form Of Proposal and Supporting Documentation) to the Contracting Authority together with any qualifications, remarks or other information requested.

(h) After discussion between the Contracting Authority and the Contractor and if no negotiation is required, the Contractor will then complete the appropriate PWGSC-TPSGC form including the agreed costs, allocate a Serial Number, sign the form and pass it to the Contracting Authority. If the Technical Authority wishes to proceed, the form will be signed then. The Contracting Authority will then sign and authorize the Additional Work to proceed.

(i) In the event negotiation is required, the Contracting Authority will arrange for the negotiations. If negotiations are successful the Contractor will then complete the PWGSC-TPSGC form including the agreed costs, sign the form and pass it to the Contracting Authority. The Contracting Authority will then pass the form to the Technical Authority. If the Technical Authority wishes to proceed it will sign the form. The Contracting Authority will then sign and authorize the Additional Work to proceed.

(j) In the event the Technical Authority does not wish to proceed with the work, it will cancel the proposed Additional Work through the Contracting Authority in writing.

(k) In the event the negotiation involves a Credit, the appropriate PWGSC-TPSGC form will be noted as "credit" accordingly.

(l) In the event that Additional Work of an urgent nature is required by the Technical Authority, or an impasse has occurred in negotiations, the commencement of the Additional work should not be unduly delayed and should be processed as follows, in either case.

The Contractor will complete the appropriate PWGSC-TPSGC form indicating the offered cost and pass it to the Contracting Authority. If the Technical Authority

wishes to proceed, the Technical Authority and the Contracting Authority will sign the completed PWGSC-TPSGC form with the notation, "CEILING PRICE SUBJECT TO DOWNWARD ADJUSTMENT", and allocate a Serial Number having the suffix "A". The work will proceed with the understanding that following an audit of the Contractor's actual costs for completing the described work, the cost will be finalized at the ceiling price or lower, if justified by the audit. A new PWGSC-TPSGC form will then be completed with the finalized costs, signed and issued with the same Serial Number without the suffix "A", and bearing a notation that this form is replacing and canceling the form having the same Serial Number with the suffix "A".

PWGSC-TPSGC forms bearing Serial Numbers with a suffix "A" shall not to be included in any contract amendments, and therefore no payment shall be made until final resolution of the price and incorporation into the contract.

(m) No work may be undertaken by the Contractor without written authorization of the Contracting Authority except under emergency circumstances described in sub-paragraph 3(b). Additional Work undertaken without written Contracting Authority authorization will be considered the Contractor's responsibility and cost.

(n) The appropriate PWGSC-TPSGC form is the final summary of the definition of the Additional work requirement, and the costs negotiated and agreed to. The Contracting Authority will forward the original to the Contractor and distribute copies as required.

#### **4. Amendment to Contract or Formal Agreement**

The Contract will be amended from time to time in accordance with the Contract terms to incorporate the costs authorized on the appropriate PWGSC-TPSGC forms.

#### **5. Form of Description of Additional Work**

The Statement of Work for the Additional Work will be limited to a statement of what has to be done. It will state how conformance will be measured or inspected.

#### **6. Form of Proposal and Supporting Documentation**

(a) The Contractor will be afforded an opportunity, prior to submitting a Proposal, to discuss any technical questions regarding the statement of work for the Additional Work item. If necessary, a meeting will be held, prior to the submission of a Proposal, to review the statement of work in order to ensure that there is a clear understanding of the technical and other requirements, including the effect on schedules and supply of materials. Requests for such meetings will be made to the Contracting Authority who will also chair the meetings. Any additions or deletions

to the statement of work agreed to at such meetings will be the subject of a formal amendment to the statement of work and processed by the Technical Authority through the Contracting Authority.

(b) The Contractor's Proposal for each Additional work item shall be broken down as to person hours by trade and material cost per item. These breakdowns shall accompany each submission by the Contractor to the Contracting Authority prior to any required negotiations.

(c) Prior to any required negotiation, the Contractor shall provide to the Contracting Authority, for its retention, the following:

(i) A work plan and/or any sketches and marked-up drawings as appropriate or requested; and

(ii) Copies of subcontractor and/or material suppliers' quotations (including the Contractor's requests for such quotations). In the event telephone quotations are used to finalize the negotiations, these quotations would be subject to later verification by the Crown. The Contractor shall provide copies of purchase orders and paid invoices for subcontracts and/or materials, including stocked items, in either case.

(d) Subcontracts and materials - The Contractor shall provide a minimum of two quotations for subcontracts or materials. If other than the lowest, or sole source is being recommended for quality and/or delivery considerations, this shall be noted. On request to the Contractor, the Contracting Authority shall be permitted, to meet with any proposed subcontractor or material supplier for discussion of the price. These requests will generally be limited to major sole source situations and always with the Contractor's representative present.

(e) The selected Contractor shall have a cost accounting system that is capable of assigning job numbers for each Additional Work requirement so that each requirement can be audited individually. Prior to award of Additional Work, the selected Contractor shall provide written statements that a cost accounting system exists. The cost accounting system may be reviewed by the Contracting Authority prior to award of any Additional Work.

## **7. Supply Of Forms**

On request, the Contracting Authority will supply the appropriate form PWGSC-TPSGC1686.

## Warranty Claim Procedure Glass Reinforced Plastic Rigid Hull Inflatable Boat with Extended Cabin and Trailer

The Contractor will have two (2) working days after receipt of notification of a warranty item to respond to the request. If a reply is not received by Canada within the two (2) working days, action may be taken to repair the failure/defect and an invoice sent to the Contractor for payment.

The following procedure is to be used to enable warranty claims to be expeditiously processed.

**1. When a defect/failure is identified, the first action is to inform the following by Facsimile:**

- (a) Action: Owner-Regional Office to inform Head Office and CCG Project Manager;
- (b) Info: Contracting Authority;
- (c) Contractor: \_\_\_\_\_
- Facsimile: \_\_\_\_\_
- Attention: \_\_\_\_\_

The facsimile should include as a minimum the following information:

- (a) Serial number with regional designator (sequential) for reference in subsequent correspondence;
- (b) Name of boat;
- (c) Time and date of failure/defect;
- (d) Brief description of failure/defect;
- (e) Repair action taken if vital for the safety of the boat or repair action required;
- (f) Operational restrictions placed on the boat as a result of failure/defect; and
- (g) Assistance proposed (Contractor's; Service Representative; local subcontractor; or, own facilities).

**2. The Warranty Claims shall be in the following format and include the following information:**

- (a) Serial number (same no. as defect);
- (b) Completion Date;
- (c) Brief description of the repair action;
- (d) Person hours expended by Owner/Contractor/Service Representative:
  - (i) to locate/determine cause
  - (ii) to repair and test
- (e) Materials used:
  - (i) Source (Owner/Contractor/Service Representative)
  - (ii) Cost (including shipping, etc.)
- (f) Boat out of service:

- (i)time lost by program
- (ii)estimated cost to the Department
- (g)Brief comments (if any) on the failure/defect and repair; and
- (h)Attach supporting information, e.g., invoices, etc.

The Contractor is to provide the Contracting Authority and the CCG Project Manager with an updated summary list of Warranty Claims, as required, indicating revised expiry date for any extended warranty periods.

Copy of warranty claim form will be supplied by the Contracting Authority

**Equipment, Material and Services Source List  
&  
Subcontractor's List**

<b>SPEC REF.</b>	<b>DESCRIPTION &amp; QUANTITY</b>	<b>MODEL</b>	<b>MANUFACTURER OR SUPPLIER</b>	<b>SUBCONTRACTOR (if applicable)</b>	<b>COST IN CDN DOLLARS</b>



# **Bid Evaluation Plan**

## Document Control

### Record of Amendments

#	Date	Description	Initials
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

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# **1 INTRODUCTION**

## **1.1 Purpose**

- 1.1.1 This document identifies the process by which proposals for the Canadian Coast Guard's (CCG) will be evaluated. This document details, in particular, the process for evaluation of the Contractual and Technical Proposal.
- 1.1.2 This document forms part of the Request for Proposal (RFP) GRP RHIB with extended cab.

## **1.2 Evaluation Process**

- 1.2.1 The evaluation process will be conducted in the following manner:
  - a. Evaluate each Bid to ensure compliance with all the Contractual and Technical mandatory requirements of the Solicitation. Any Bid not meeting any Contractual and Technical mandatory requirement will not be given further consideration and will be declared non-compliant; and
  - b. Determine the total bid price of each compliant Bid.
- 1.2.2 All Bids received will be initially evaluated by PWGSC to ensure timeliness, completeness and that no financial information is contained in the incorrect Sections.
- 1.2.3 PWGSC will then distribute the Bid packages as follows:
  - a. CCG Technical Mandatories Bid Evaluation Team (TMBET) for evaluation; and
  - b. All copies of the Contractual and Price Proposal will be retained by PWGSC for evaluation.
- 1.2.4 Of those Bids that comply with all the mandatory requirements, Technically and Contractually, the Bid with the lowest total bid price will be recommended for award of Contract.
- 1.2.5 The various steps in this evaluation process may be completed concurrently to ensure that the evaluation process is completed in a timely manner. Notwithstanding any concurrent activity, the CCG TMBET will not have access to the pricing information in any Bid.

## **MANDATORY REQUIREMENTS -TECHNICAL PROPOSAL**

The Bidder shall provide, as part of its Technical Proposal, all documents essential to demonstrate compliance with each technical mandatory requirement, including, without limitation, photographs, maps, drawings, calculations, Original Equipment Manufacturer (OEM) specifications, documents, purchase orders (less cost data), job or Quality Control or Quality Assurance record sheets, personnel resumes, current trade certificates and, other such evidence.

The Bidder itself must meet the requirements of each evaluation item listed below, except as otherwise expressly provided in the evaluation item. If an evaluation item expressly provides that it or any element of it may be met by a subcontractor to the Bidder, then the Bidder shall provide documented evidence of such compliance by its subcontractor. In that event, the Bidder shall also provide evidence that it has a binding commitment with that subcontractor under which the subcontractor will perform services under subcontract with the Bidder under any contract issued pursuant to this RFP, and that such services are of the same type as are specified in the relevant evaluation item.

Sect	Description	Compliant Yes	Compliant No
1.0	OVERVIEW		
1.1	GENERAL		
1.2	REQUIREMENT		
1.3	OPTION BOAT		
1.4	INFORMATION REQUIRED FOR TENDERING		
2.0	DESIGN AND CONSTRUCTION REQUIREMENTS		
2.1	GENERAL		
2.2	ERGONOMIC DESIGN		
2.3	VIBRATION		
2.4	EQUIPMENT PROTECTION		
2.5	SITE CLEANLINESS		
2.6	STRUCTURAL STRENGTH		
2.7	LAUNCHING		
2.8	HULL		
2.9	DECK		
2.10	TIE DOWNS		
2.11	STOWAGE		
2.12	BEACHING SHOE		
2.13	TOWING/TRAILERING		
2.14	OUTBOARD MOTOR		
2.15	CRASHBAR		
2.16	COLLARS		
2.17	STANDARDS		
2.18	MATERIALS		
2.19	FASTENERS		
2.19	FACILITIES		
3.0	OPERATIONAL REQUIREMENTS		
3.1	GENERAL		
3.2	STEERING		
3.3	BEACHING		
3.4	ENVIRONMENTAL CONDITIONS		
3.5	LAUNCHING, RECOVERY & TRANSPORTATION		
3.6	MAINTENANCE		
4.0	PHYSICAL CHARACTERISTICS		
4.1	VESSEL PARTICULARS		
5.0	VESSEL CONFIGURATION		

Sect	Description	Compliant Yes	Compliant No
5.1	CABIN ARRANGEMENT		
5.2	CABIN LOCATION		
5.3	CABIN REQUIREMENTS		
6.0	OUTFIT GENERAL		
6.1	TOWING		
6.2	DECK OUTFIT		
6.3	INTERIOR OUTFIT		
6.4	LIFESAVING & EMERGENCY EQUIPMENT		
7.0	SYSTEMS GENERAL		
7.1	PROPULSION		
7.2	STEERING		
7.3	FUEL SYSTEM		
7.4	ELECTRICAL SYSTEM		
7.5	ELECTRONIC AND NAVIGATION EQUIPMENT		
7.6	DRAINAGE & BILGE SYSTEMS		
7.7	PAINTING AND CORROSION PROTECTION		
8.0	TESTS & TRIALS		
8.1	TESTS - GENERAL		
8.2	SEA TRIALS - GENERAL		
9.0	DOCUMENTATION		
9.1	GENERAL		
9.2	NATIONAL ASSET CODE		
9.3	BUILDER'S PLATE		
9.4	TECHNICAL PUBLICATIONS		
9.5	GENERAL INFORMATION SECTION		
9.6	TECHNICAL INFORMATION SECTION		
9.7	ADDITIONAL DELIVERABLE DOCUMENTATION		
10.0	SHIPPING AND DELIVERY		
10.1	GENERAL		
11.0	TRAILER		
11.1	GENERAL		
APPENDIX A			

TECHNICALLY COMPLIANT YES / NO

**Insurance Requirements**  
**GLASS REINFORCED PLASTIC RIGID HULL INFLATABLE BOAT**

**Annex F**

**Commercial General Liability Insurance(G2001C):**

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 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.

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.

## **Ship Builders Risk Insurance**

The Contractor shall enter into a contract of insurance issued in the joint names of the Contractor and Canada as their respective interests may appear in the standard form of Marine Builder's Risk Policy to provide full indemnification to Canada for any loss or damage to the vessel or any other materials which are the property of Canada for installation in the vessel in the custody of the Contractor or any claim or expenses to Canada as aforesaid for which the

Contractor assumes responsibility hereunder, and the premium or cost of such insurance coverage shall be incorporated into and form part of the purchase price.

Notice of Cancellation: The insurer shall provide to the Contracting Authority at least thirty (30) days prior written notice of any policy cancellation or any adverse material changes in the policy coverage.

Settlement of Claims: Insurance proceeds from any loss or damage to government property must be payable to the appropriate party, as directed by the Contracting Authority.

### **Marine Liability Insurance G5003C 2008-05-12**

1. The Contractor must obtain Protection & Indemnity (P&I) insurance that must include excess collision liability and pollution liability.  
The insurance must be placed with a member of the International Group of Protection & Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the *Marine Liability Act*, S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by Worker's Compensation as detailed in paragraph (2.) below.
2. The Contractor must obtain Worker's Compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the Territory or Province or state of nationality, domicile, employment, having jurisdiction over such employees. If the Contractor is assessed any additional levy, extra assessment or super-assessment by a Worker's Compensation Board, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.
3. The Protection and Indemnity insurance policy must include the following:
  - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
  - (b) Waiver of Subrogation Rights: Contractor's Insurer to waive

all rights of subrogation against Canada as represented by The Department of Fisheries and Oceans / Canadian Coast Guard and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.

- (c) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
- (d) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- (e) Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

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

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

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s)

that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

**BIDDER'S QUESTIONS AND PWGSC'S ANSWERS**  
Glass Reinforced Plastic Inflatable Hull Boat

**Annex G**