



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

Public Works and Government Services / Travaux
publics et services gouvernementaux
Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3
Bid Fax: (613) 545-8067

**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

Vendor/Firm Name and Address

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

Issuing Office - Bureau de distribution

Public Works and Government Services / Travaux publics
et services gouvernementaux
Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3

Title - Sujet Small Boats	
Solicitation No. - N° de l'invitation W0125-16CR03/B	Date 2016-01-15
Client Reference No. - N° de référence du client W0125-16-CR03	
GETS Reference No. - N° de référence de SEAG PW-\$KIN-900-6808	
File No. - N° de dossier KIN-5-44139 (900)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-02-01	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Emmons, Chris	Buyer Id - Id de l'acheteur kin900
Telephone No. - N° de téléphone (613) 484-2136 ()	FAX No. - N° de FAX (613) 545-8067
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE High Readiness Setachment 56 Portage Dr Bldg 358 ASTRA Ontario K0K3W0 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

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PART 1 - GENERAL INFORMATION

This bid solicitation cancels and supersedes previous bid solicitation number W0125-16CR03/A dated December 09, 2015 with a closing of January 19, 2016 at 2:00 p.m. EST

1.1 Introduction

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

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

1.2 Summary

1.2.1 CFB Trenton High Readiness Detachment requires up to four small boats with outboard motors and trailers as detailed in Annex "A", Requirement, attached hereto.

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 5 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The 2003 (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.1.1 SACC Manual Clauses

B1000T (2014-06-26) Condition of material - Bid

2.2 Submission of Bids

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

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.4 Applicable Laws

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid 1 hard copy

Section II: Financial Bid 1 hard copy

Section III: Certifications 1 hard copy

Section IV: Additional Information 1 hard copy

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) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

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

Section I: Technical Bid

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

Section IV: Additional Information

3.1.1 Exchange Rate Fluctuation

C3011T (2013-11-06) Exchange Rate Fluctuation

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

1. Bidders must submit brochures, photographs, references, builder's plates, hull identification numbers confirming multiple builds, etc. to demonstrate that the boat hull they are proposing has been in production for at least 1 year before the closing date of this solicitation.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

The Bidder must provide firm unit pricing in Canadian currency for all items in Annex B entitled "Basis of Payment". The Bidder's pricing must not be indexed to any currency exchange rates or commercial index. The format of the Pricing Basis must not be altered.

4.1.2.2 Basis of Evaluation

The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded FOB destination, Canadian customs duties and excise taxes included.

The extended item prices will be calculated by multiplying the actual or estimated usages by the corresponding Bidder's unit price or discount or markup percentage from Pricing Basis "A" of Annex "B". The evaluated price is the aggregate of all the extended item prices for all pricing periods and pricing basis.

4.2 Basis of Selection

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

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

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Requirement

The Contractor agrees to supply to Canada, the goods and services described in the Contract, including the Statement of Requirement at Annex A, in accordance with, and at the prices set out in Annex B of the Contract.

6.1.1 Optional Goods

The Contracting Authority may exercise the option within 14 calendar days after contract award by sending a written notice to the Contractor.

6.2 Standard Clauses and Conditions

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

6.2.1 General Conditions

2030 (2015-09-03), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

6.2.2 Supplemental General Conditions

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

6.3 Security Requirements

6.3.1 There is no security requirement applicable to this Contract.

6.4 Term of Contract

6.4.1 Delivery Date

All deliverables must be received before 31 March 2016.

6.4.2 Shipping Instructions – FOB Destination and DDP

Incoterms 2000 “DDP Delivery Duty Paid”, Kingston, Ontario

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Solicitation No. - N° de l'invitation
W0125-16CR03/B
Client Ref. No. - N° de réf. du client
W0125-16-CR03

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-5-44139

Buyer ID - Id de l'acheteur
KIN900
CCC No./N° CCC - FMS No./N° VME

Name: Chris Emmons
Title: Supply Officer

Public Works and Government Services Canada
Acquisitions Branch
Directorate: Acquisitions Kingston
86 Clarence Street, 2nd Floor
Kingston, Ontario K7L 1X3

Telephone: 613-545-8083
Facsimile: 613-545-8067
E-mail address: chris.emmons@pwgsc.gc.ca

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

6.5.2 Project Authority

The Project Authority for the Contract is: (to be completed at time of contract)

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Contractor's Representative

Name: _____
Title: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail address: _____

Procurement Business Number: _____

6.6 Payment

6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in the contract for a cost of \$ _____ (Canada will insert the amount at contract award). Customs duties are included and Applicable Taxes are extra. Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.6.2 Limitation of Price

SACC Manual clause C6000C (2011-05-16) Limitation of Price

6.6.3 Single Payment

SACC Manual clause H1000C (2008-05-12) Single Payment

6.7 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

2. Invoices must be distributed as follows:

Use one of the following methods:

a) One (1) copy must be forwarded by facsimile or by E-mail to the invoicing address for certification and payment:

All invoices submitted must include the following information for processing

Invoice date

Invoice number

Amount due (required currency specified)

If prepaid by credit card, ensure that the invoice clearly indicated "Paid by
Credit Card"

Valid reference number (normally the purchase order number). This number is 10 numeric digits long or
9 alphanumeric digits

If you are unsure which reference number to include on your invoice, please contact the departmental
representative listed on the purchase order or contract.

Should any of the information required for processing the payment be missing, the supplier's invoice will
be returned at the discretion of and will remain unpaid until valid payment referencing is provided.

All invoices must be submitted using one of the following methods (only one copy of the invoice should be
sent to the department):

1) Email (preferred method):

1. Departmental contact (project authority) identified in the contract can be cc'd on the email.
2. Suppliers are required to use PDF file format, as other formats are not compatible with and are not recognized by our systems.
3. PDF file name should not contain signs such as #, \$, % etc.
4. Only one invoice per PDF file can be recognized by our systems (an email can contain multiple PDF attachments). All supporting documents should be included within the invoice PDF file.
5. An automatic reply will be sent as notification that their e-mail has been received (and should be kept for reference on any later payment inquiries).

6. This e-mail address is to be used only for submitting invoices. Inquiries regarding payment status should be sent by e-mail to: **(Will be completed by Canada at the time of contract award)**

2) Fax: (Will be completed by Canada at the time of contract award)

Suppliers sending invoices by fax are required to use the highest quality settings available, as low quality copies will not be accepted as valid for payment processing. The Invoice is required to be the first page and any supporting documents on the following pages. No fax cover sheet is required.

This fax number is to be used only for submitting invoices. **Inquiries regarding payment status should be sent by e-mail to: (Will be completed by Canada at the time of contract award)**

6.8 Certifications

6.8.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, or if 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.

6.9 Applicable Laws

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

6.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions: 1028 (2010-08-16) Ship Construction - Firm Price;
- (c) the general conditions 2030 (2015-09-03) Higher Complexity Goods;
- (d) Annex A, Requirement;
- (e) Annex B, Basis of Payment;
- (f) the Contractor's bid dated _____

6.11 SACC Manual Clauses

B1501C (2012-07-16) Electrical Equipment
C2000C (2007-11-30) Taxes – Foreign-based Contractor,
A9062C (2011-05-16) Canadian Forces Site Regulations

6.12 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 Complexity - 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 31 (Default by the Contractor); or
- 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.

ANNEX A – Requirement

DISASTER ASSISTANCE RESPONSE TEAM - SMALL BOAT

1.0 SCOPE

- 1.1 Purpose. The purpose of this Statement of Requirement is to fill a requirement to obtain up to 4 x small boats, motors and trailers for the Disaster Assistance Response Team (DART) for operational use.
- 1.2 Background. In order to support DART operations, there is a requirement to have a section of small boats. The current boats held by the High Readiness Detachment (HRD) for use by the DART are not suitable for potential areas of operation for the DART as they are underpowered and have inflatable hulls which are susceptible to piercing.
- 1.3 Project Constraints. Due to the high readiness of the DART, commercial off-the-shelf (COTS) products should only be considered.

2.0 SYSTEM EFFECTIVENESS REQUIREMENTS

The specifications detailed below are the minimum requirements for the contractor to provide:

- 2.1 General Requirements. The 4 x boats must have the following specifications and capabilities:
 - 2.1.1 The identified items must be delivered by 31 March, 2016;
 - 2.1.2 The combine weight of the trailer, boat and engine must be less than 2500Kg;
 - 2.1.3 Overall length must be within min 5.3 m and max 6.9 m;
 - 2.1.4 Overall width must min 2 m and max 3 m;
 - 2.1.5 Colour must be navy grey or black;
 - 2.1.6 Must include a foot pump, rapid repair kit, paddles (aluminium shaft, plastic blade) with support;
 - 2.1.7 Must contain (2 person) Jockey seat with fuel tank;
 - 2.1.8 Operation manual, parts manual and maintenance manual must accompany each boat;
 - 2.1.9 Each boat must be equipped with a depth finder;
 - 2.1.10 Each boat must be equipped with a Marine CB radio VHF with antenna; and

2.1.11 Contractor must provide 2 x maintenance pack up kits each consisting of the following items:

3 propeller Stainless steel
spare lower unit (gear box)
spare motor cowl front and rear
fuel filter X4
Alternator X1
Alternator belt X1
Belt tensioner X1
Spare pcm propulsion control module X1
Spare fuel pump X1
spare water pump X2
spare anode kit X1
spare propeller shaft X1
air intake assembly X1
oil pump assembly X1
gasket kit motor complete X1kit
Oil filter X4 ea
Power steering pump X1 (if equipped with P/S) All oil hose that is on the motor X1kit All fuel hose that is on the motor X1 kit Starter X1 spare supercharger if motor equipped with a supercharger X1 spare oil dipstick X1 All special tool that needed to fix the motor as per constructor specification.
spare blidge pump X1
Water separator filter kit if equipped X2
Ruggedized shipping container X 1

2.2 Operability.

2.2.1 Performance Capability

Must have a Payload minimum of 1400Kg.

2.2.1.1 Must be able to fit a minimum of 11 pers (3 x operators and 8 x pers) with personal kit.

2.2.1.2 The boat must have at least 3.0m³ of floor board net area.

2.2.1.3 Must be able to operate up to 2kms off shore in open water in normal sea conditions.

2.2.1.4 Must be able to operate in open water as well as fast currents (>5.0m/s) when fully loaded.

2.2.1.5 Must have a rigid (aluminum weld) hull and transom, but can be inflatable (RHIB).

2.2.1.6 Each boat must have a 1 year limited warranty.

2.2.1.7 Motor must be propeller driven with a minimum of 75hp.

The engine must be 4-stroke.

2.2.1.8 The engine needs to be able to sustain a minimum of 500 PPM of sulphur.

2.2.1.9 The motor must be outboard.

2.2.1.10 Each motor must have a limited 3 years warranty.

2.2.1.11 The trailer must have a one year warranty and must be built of premium quality galvanized metal.

2.2.1.12 The trailer should be able to be towed by commercial off the shelf (COTS) pick-up trucks similar to the Toyota HiLux (maximum towing capacity 2500kgs). The boat/trailer must have brakes hydraulic activated by the tongue.

2.2.1.13 The trailer tongue must be able to swivel and need to be equipped with solid guide pole at the back of the trailer.

2.2.1.14 The trailer can be single axle (in priority) or double (only if single axle cannot support the total weight), and the boat rails must be removable (bracketed or both).

2.2.1.15 The trailer needs water proof lights and rough guard paint .

2.2.1.16 Equip with a Hydraulic trim to tip the engine.

2.3 Crew Stations and Interface Design. Need a stand-up console complete for 2 pers preferably with all the standard gauges and equipment.

2.4 **Survivability.** The boats must be able to operate in austere conditions with less than favourable weather. They must also be able to handle waters that could be littered with debris.

2.5 **Maintainability.**

2.5.1 Maintenance Task Performance. Need to have with the boats, 2 x full kit of all special tooling for maintenance, repair and diagnostic (diagnostic computer) related to the boat and the engine (see para 2.1.11 for breakdown on each kit).

2.5.2 Crew Station and Interface Design. Need to have easy access to repair it.

2.6 **Safety and Health.** Shall come with all national safety light and equipment, as per Canadian boat regulation.

2.7.1 **Delivery Requirements**

2.7.1.1 Quantity. 4 boats with motors, trailers and all the others equipment, parts, tools and manuals described in this SOR.

2.7.1.2 **Location. Delivery** will be to the High Readiness Detachment at CFB Trenton, Ontario, Building 358, located at 56 Portage Drive .

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W0125-16-CR03

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-5-44139

Buyer ID - Id de l'acheteur
KIN900
CCC No./N° CCC - FMS No./N° VME

ANNEX "B", BASIS OF PAYMENT

Firm lot prices, all inclusive, in Canadian funds, Delivered Duty Paid "DDP" to the High Readiness Detachment, CFB Trenton, Trenton Ontario. Prices included Canadian customs duties and excise taxes as applicable and Taxes Extra.

Item	Description	Quantity	Firm Unit Price
1	Supply boat, trailer and motor as specified in Annex "A" for delivery before 31 March 2016.	1	\$ _____
2	Pricing to supply additional boats, motors and trailers as specified in Annex "A" that Canada has the option to purchase within two weeks of contract award, for delivery before 31 March 2016.	3	\$ _____

ANNEX "C", INSURANCE REQUIREMENTS

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 (2014-06-26)

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 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 Parks Canada 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 endeavor 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.

Solicitation No. - N° de l'invitation
W0125-16CR03/B
Client Ref. No. - N° de réf. du client
W0125-16-CR03

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-5-44139

Buyer ID - Id de l'acheteur
KIN900
CCC No./N° CCC - FMS No./N° VME

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.

Errors and Omissions Liability Insurance G2002C, (2008-05-12)

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The following endorsement must be included:
Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority thirty (30) days written notice of cancellation.

ANNEX "D" to PART 5 - BID SOLICITATION

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY -

CERTIFICATION

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

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

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a federally regulated employer being subject to the *Employment Equity Act*.
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
☐ A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

OR

☐ A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- ☐ B1. The Bidder is not a Joint Venture.

OR

☐ B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment