



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada

Pacific Region

401 - 1230 Government Street

Victoria, B.C.

V8W 3X4

Bid Fax: (250) 363-3344

INVITATION TO TENDER

APPEL D'OFFRES

**Tender 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.

Soumission 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 et 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 Canada -
Pacific Region

401 - 1230 Government Street

Victoria, B. C.

V8W 3X4

Title - Sujet SOLAS Rescue Boat	
Solicitation No. - N° de l'invitation F7044-170028/D	Date 2017-09-20
Client Reference No. - N° de référence du client F7044-170028	GETS Ref. No. - N° de réf. de SEAG PW-\$XLV-176-7332
File No. - N° de dossier XLV-7-40070 (176)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-10-10	
Time Zone Fuseau horaire Pacific Daylight Saving Time PDT	
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Godin, Andre	Buyer Id - Id de l'acheteur xlv176
Telephone No. - N° de téléphone (250) 216-2504 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Fisheries and Oceans Canada See herein	

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

Solicitation No. - N° de l'invitation
F7044-170028/D
Client Ref. No. - N° de réf. du client
F7044-170028

Amd. No. - N° de la modif.
File No. - N° du dossier
XLV-7-40070

Buyer ID - Id de l'acheteur
xl1v176
CCC No./N° CCC - FMS No./N° VME

Reissue of Bid Solicitation

This bid solicitation cancels and supersedes previous bid solicitation number F7044-170028/C dated 2017-09-19 with a closing of 2017-10-04 at 02:00 PM Pacific Daylight Saving Time PDT.

This bid solicitation cancels and supersedes previous bid solicitation number F7044-170028/B dated 2017-09-11 with a closing of 2017-09-13 at 02:00 PM Pacific Daylight Saving Time PDT. A debriefing or feedback session will be provided upon request to bidders who bid on the previous solicitation.

This bid solicitation cancels and supersedes previous bid solicitation number F7044-170028/A dated 2017-08-22 with a closing of 2017-09-08 at 02:00 PM Pacific Daylight Saving Time PDT. A debriefing or feedback session will be provided upon request to bidders who bid on the previous solicitation.

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	3
1.1 SECURITY REQUIREMENTS	3
1.2 REQUIREMENT	3
1.3 DEBRIEFINGS	3
1.4 NO SUBSTITUTE.....	3
PART 2 - BIDDER INSTRUCTIONS	4
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	4
2.2 SUBMISSION OF BIDS.....	4
2.3 ENQUIRIES - BID SOLICITATION.....	4
2.4 APPLICABLE LAWS	4
PART 3 - BID PREPARATION INSTRUCTIONS.....	5
3.1 BID PREPARATION INSTRUCTIONS	5
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	7
4.1 EVALUATION PROCEDURES.....	7
4.2 BASIS OF SELECTION.....	7
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	8
5.1 CERTIFICATIONS REQUIRED WITH THE BID	8
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	8
PART 6 - RESULTING CONTRACT CLAUSES	9
6.1 SECURITY REQUIREMENTS	9
6.2 REQUIREMENT	9
6.3 STANDARD CLAUSES AND CONDITIONS.....	9
6.4 TERM OF CONTRACT	9
6.5 AUTHORITIES	10
6.6 PAYMENT	11
6.7 INVOICING INSTRUCTIONS	11
6.8 CERTIFICATIONS	12
6.9 APPLICABLE LAWS.....	12
6.10 PRIORITY OF DOCUMENTS	12
6.11 INSURANCE	12
6.12 PROCEDURES FOR DESIGN CHANGES OR ADDITIONAL WORK.....	13
ANNEX A – REQUIREMENT	14
ANNEX B - BASIS OF PAYMENT	18
ANNEX C - FINANCIAL EVALUATION SHEET	19
ANNEX D - TENDER DELIVERABLES	20
ANNEX E - TO PART 3 OF THE SOLICITATION.....	21

Solicitation No. - N° de l'invitation
F7044-170028/D
Client Ref. No. - N° de réf. du client
F7044-170028

Amd. No. - N° de la modif.
File No. - N° du dossier
XLV-7-40070

Buyer ID - Id de l'acheteur
xlvl76
CCC No./N° CCC - FMS No./N° VME

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this bid solicitation.

1.2 Requirement

The Department of Fisheries and Oceans Canada / Canadian Coast Guard has a requirement for two Rigid Inflatable Rescue Boats - Zodiac RIBO 450, P-sling SOLAS/IMO certified with equipment in accordance with Annex A to be delivered to Sidney, British Columbia, Canada **on or before December 15, 2017.**

1.3 Debriefings

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

1.4 No Substitute

Bidders must provide products that are of the same description, brand name, and model and/or part number as detailed in the item description of the bid solicitation. Bidders are advised that substitute products will not be considered.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

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

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 five (5) 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 British Columbia.

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

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 – one hard copy
Section II: Financial Bid – one hard copy
Section III: Certifications – one 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 demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The Statement of requirement, Annex A, is entirely mandatory. The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with **Annex C - Financial evaluation sheet**. The total amount of Applicable Taxes must be shown separately.

3.1.1 Electronic Payment of Invoices – Bid

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

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

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

Solicitation No. - N° de l'invitation
F7044-170028/D
Client Ref. No. - N° de réf. du client
F7044-170028

Amd. No. - N° de la modif.
File No. - N° du dossier
XLV-7-40070

Buyer ID - Id de l'acheteur
xlvl76
CCC No./N° CCC - FMS No./N° VME

Section III: Certifications

Bidders must submit the certifications required under Part 5,

3.1.2 Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

3.1.3 Mandatory Tender Deliverable Check List

Notwithstanding deliverable requirements specified anywhere else within this bid solicitation and its associated Requirement (Annex A), mandatory deliverables that must be submitted with the Bidder's tender to be deemed responsive are describe below.

For details and to complete please refer to Annex D – Mandatory Deliverables Table D.1

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.

4.1.2 Financial Evaluation

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

4.2 Basis of Selection

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

There is no security requirement applicable to this Contract.

6.2 Requirement

The Department of Fisheries and Oceans Canada / Canadian Coast Guard has a requirement for two Rigid Inflatable Rescue Boats - Zodiac RIBO 450, P-sling SOLAS/IMO certified with equipment in accordance with Annex A to be delivered to Sidney, British Columbia, Canada.

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

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

6.4 Term of Contract

6.4.1 Delivery Date

All the deliverables must be received on or before **December 15, 2017**.

6.4.2 Delivery Point (INCOTERM 2000 DDP)

Canadian Coast Guard
Institute of Ocean and Science
9860 West Saanich Road
Sidney, British Columbia, Canada
V8L 4B2
Contact: TBD

6.4.3 Preparation for Delivery

Preparation for delivery and packaging are to be to the highest manufacturer's standard for the mode of transportation utilized, to ensure safe arrival at final destination.

6.4.4 Shipping Instructions – Delivered Duty Paid (DDP)

Goods must be consigned and delivered to the destination specified in the contract: Incoterms 2000 "DDP Delivered Duty Paid" to Sidney, BC, Canada.

6.4.5 Failure to keep the Contracting Authority informed

As the delivery date is an essential part of this contract, except for excusable delays notified in accordance with Article 06 (Time of Essence) of 2010A, failure to communicate any changes to the delivery schedule specified in this contract will prejudice Canada and will, at Canada's discretion, entail either:

- a. Contract Termination in accordance with General Conditions 2010A Article 06 (Time of the Essence) and Article 23 subsection 4, (Default by the Contractor), and the Contractor will be liable to Canada for all losses and damages suffered by Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Canada in procuring the Work from another source; 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, and/or services provided.

6.4.6 Period of the Contract

The period of the contract is from date of contract award to _____ (365 days later) inclusive.

6.4.7 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex "A" - Requirement of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Andre Godin
Title: Manager
Acquisitions, Marine
Public Works and Government Services Canada
Address: 1230 Government Street, Suite 401
Victoria, BC V8W 3X4 Canada
Telephone: 250-216-2504
Facsimile: 250-363-3960
Email: andre.godin3@pwgsc-tpsgc.gc.ca

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

6.5.2 Technical Authority

The Technical Authority will be identified in the Contract.

Name: TBD
Title: TBD
Organization: TBD
Address: TBD
Telephone: TBD
Facsimile: TBD
E-mail: TBD

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

Solicitation No. - N° de l'invitation
F7044-170028/D
Client Ref. No. - N° de réf. du client
F7044-170028

Amd. No. - N° de la modif.
File No. - N° du dossier
XLV-7-40070

Buyer ID - Id de l'acheteur
xlvl76
CCC No./N° CCC - FMS No./N° VME

6.5.3 Contractor's Representative

Contact for:	Name	Telephone	Email
Contracting issues			
Technical issues			
Invoicing issues			

For details and to complete please refer to Annex D

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 firm unit prices, as specified in Annex A for a cost of \$ _____. 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 Single Payment

H1000C 2008-05-12 Single Payment

6.6.3 SACC Manual Clauses

C0100C 2010-01-11 Discretionary Audit – Commercial Goods and/or Services
C6000C 2017-08-17 Limitation of price

6.6.4 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):
(contracting officer to select payment method as specified by the Bidder in its bid, if applicable).

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

6.7 Invoicing Instructions

The Contractor must submit invoices in accordance with the section of the General Conditions titled Invoice Submission.

Invoice is to be made out to:

Canadian Coast Guard
200 Kent Street, Mail Station 7W064
Ottawa, Ontario
K1A 0E6

Original invoice is to be sent for verification to:

Public Works and Government Services Canada
Acquisitions, Marine - Attention: Andre Godin
401 - 1230 Government Street
Victoria, B.C., V8W 3X4

6.8 Certifications

6.8.1 Compliance

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

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

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

6.9 Applicable Laws

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

6.10 Priority of Documents

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

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

6.11 Insurance

6.11.1 Commercial General Liability Insurance

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.
- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- n. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies 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.

6.12 Procedures for Design Changes or Additional work

B5007C 2010-01-11 Procedures for Design Change or Additional Work

Annex A – Requirement

DEPARTMENT OF FISHERIES AND OCEANS

ANNEX A
Technical Statement of Requirements
Requisition number F7044-170028 for
RIBO 450, SOLAS/IMO Certified
Rigid/Inflatable Rescue Boats
for the Canadian Coast Guard

September 19, 2017, Revision 3

OVERVIEW

The Canadian Coast Guard has an urgent requirement for two (2) RIBO 450 Rescue Boats and an anticipated future requirement for six (6) additional boats.

Reference Documentation

CSA – Life Saving Regulations http://laws-lois.justice.gc.ca/eng/regulations/C.R.C.,_c._1436/
Specific Regulation Section

Rescue Boats and Emergency Boats

148 (1) Rescue boats and emergency boats shall be stowed

- **(a)** in a state of continuous readiness and capable of being launched in less than five minutes; and
- **(b)** in a location suitable for launching and recovery.

(2) A rescue boat that is also a lifeboat shall meet the requirements of section 144.

(3) Every rescue boat, when loaded with its full complement and equipment, shall be capable of being hoisted at a rate of not less than 0.3 m/s.

TECHNICAL REQUIREMENT

RIBO 450 Rescue Inflatable Boat EC (MED) SOLAS Approved

CAPACITY

Number of persons: Six (6).

Buoyancy volume: 1458 l / 51.48 cft.

DIMENSIONS

Length Overall: 4.50 m.

Length Inside: 3.52 m.

Width Overall: 1.90 m.

Width Inside: 0.93 m.

Buoyancy diameter: From 0.430 m to 0.487 m.

SAFETY / INFLATION

5 airtight compartments.

5 inflation valves.

5 overpressure valves (Leaffield).

OUTBOARD ENGINE

Fitted for but not with, maximum horsepower – 40.

TOWING

2 bow towing rings on hull.

2 towing points on transom.

1 bow towing V with on load release shackle.

1 aft towing V with snap hook.

HOISTING

2 bow lifting points.

2 aft lifting points on transom.

1 Certified lifting sling. Certificate must be provided with the sling.

FABRIC

Neoprene orange fabric.
Reflective tapes.
Peripheral rubbing strake.

HULL

GRP composite rigid orange hull with reflective tapes and one (1) Hull drain.

TRANSOM

Engine aluminium mounting plate + wooden plate. With One (1) self bailer.

HANDLING

Inside lifeline (4.7m).
Outside lifeline (12.1m).

SEATING

2 fixed benches.
1 tilting bench.

EQUIPMENT FIXED TO THE RESCUE BOAT

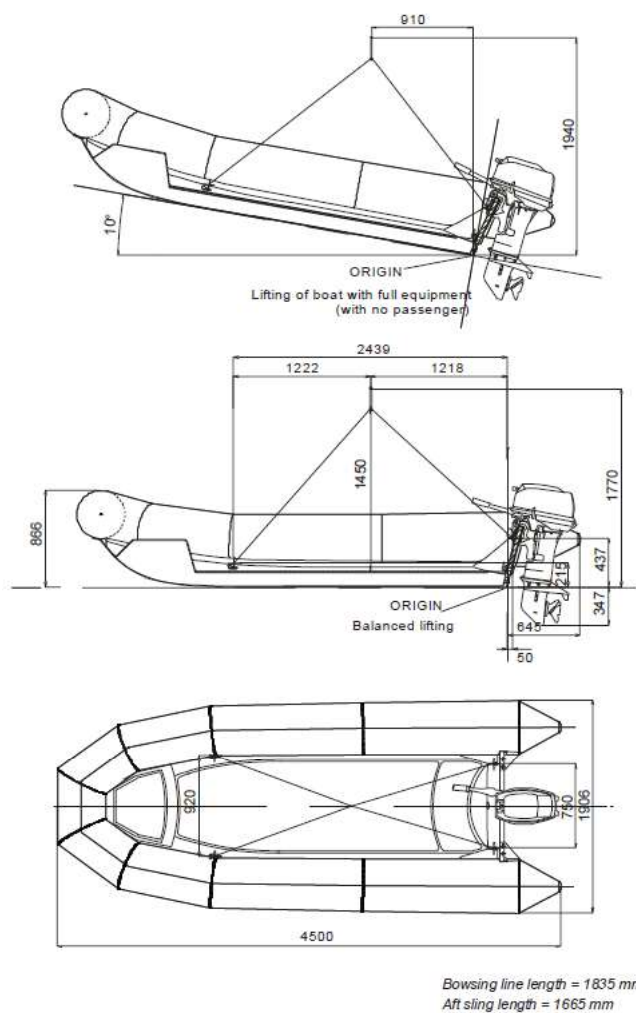
Radar reflector.
Righting lines (2).
Rescue quoits (2).
Boarding ladder.
Boat hook.
Positioning light.
Towing line (50m).

OTHER EQUIPMENT

Compass.
Whistle.
Bailer.
Pump.
Sea anchor.
Repair kit.
Telescopic paddles.
Manual.
Equipment bag.
Battery box.
First aid kit.
Certified Release hook: SWL \geq 950 kg & \leq 1.5 ton. Certificate must be provided with the hook.

SLING ARRANGEMENT

RESCUE BOAT RIBO 450 P SLING



ANNEX B - BASIS OF PAYMENT

Remark to Bidder: Annex B will form the Basis of Payment for the resulting contract and should not be filled in at the bid submission stage.

B1. Pricing Schedule

ITEM	DESCRIPTION –	UNIT PRICE
A	Certified Zodiac RIBO 450 P Sling SOLAS/IMO with equipment (Quantity: 2) in accordance with Annex A. for a FIRM PRICE of (\$CAD):	\$
B	Preparation and Delivery of Item A in accordance with Annex A - Incoterms 2000 "DDP Delivered Duty Paid" to Sidney, British Columbia, Canada. for a FIRM PRICE of (\$CAD):	\$
C	Contract Price Applicable Taxes excluded [A + B]: for a FIRM PRICE of (\$CAD):	\$
DELIVERY OFFERED FROM RECEIPT OF ORDER on or before November 30, 2017		

B2. Pricing Schedule for Optional Goods and Services

ITEM	DESCRIPTION –	UNIT PRICE
D	Certified Zodiac RIBO 450 P Sling SOLAS/IMO with equipment (Quantity: up to 6) in accordance with Annex A. for a FIRM PRICE of (\$CAD):	\$
E	Preparation and Delivery of Item A in accordance with Annex A - Incoterms 2000 "DDP Delivered Duty Paid" to Sidney, British Columbia, Canada. for a FIRM PRICE of (\$CAD):	To be negotiated

ANNEX C - FINANCIAL EVALUATION SHEET

Bidder's Instructions

The bidder is to enter their pricing in the pricing schedule below.
The bidder should NOT include their terms and conditions with their financial bid submission as it may result in the bid being non-responsive.

C.1 Pricing Schedule

ITEM	DESCRIPTION	UNIT PRICE
A	Certified Zodiac RIBO 450 P Sling SOLAS/IMO with equipment (Quantity: 2) in accordance with Annex A. for a FIRM PRICE of (\$CAD):	\$
B	Preparation and Delivery of Item A in accordance with Annex A - Incoterms 2000 "DDP Delivered Duty Paid" to Sidney, British Columbia, Canada. for a FIRM PRICE of (\$CAD):	\$
C	Bid Evaluated Price Applicable Taxes excluded [A + B]: for a FIRM PRICE of (\$CAD):	\$
DELIVERY OFFERED FROM RECEIPT OF ORDER on or before November 30, 2017		

C.2 Pricing Schedule for Optional Goods and Services

ITEM	DESCRIPTION	UNIT PRICE
D	Certified Zodiac RIBO 450 P Sling SOLAS/IMO with equipment (Quantity: up to 6) in accordance with Annex A. for a FIRM PRICE of (\$CAD):	\$
E	Preparation and Delivery of Item A in accordance with Annex A - Incoterms 2000 "DDP Delivered Duty Paid" to Sidney, British Columbia, Canada. for a FIRM PRICE of (\$CAD):	To be negotiated

ANNEX D - TENDER DELIVERABLES

D.1 Mandatory Tender Deliverables Checklist

The following are mandatory with the bid and the Bidder's submission will be evaluated against the requirement as defined herein. The Bidder must be determined to be compliant on each item to be considered responsive.

No	Solicitation Part	Reference	Description	Condition	Document provided
1	Front page	Front page	<u>Invitation to Tender</u> document part 1 page 1 completed and signed;	Mandatory with the bid	<input type="checkbox"/>
2	3	Article 3.1 Section I	Technical Bid Submission	Mandatory with the bid	<input type="checkbox"/>
3	3	Article 3.1 Section II, Annex C	Financial Evaluation Sheet, completed	Mandatory with the bid	<input type="checkbox"/>
4	3	Article 3.1.1 Annex E	Electronic Payment of Invoices – Bid	Mandatory with the bid	<input type="checkbox"/>
5	6	Articles 6.5.3, Annex D.1.1	Contractor's Representatives, table completed	Mandatory with the bid	<input type="checkbox"/>

D.1.1 Contractor's Representatives

The bidder is to complete table below and submit with their bid.

Contact for:	Name	Telephone	Email
Contracting issues			
Technical issues			
Invoicing issues			

Solicitation No. - N° de l'invitation
F7044-170028/D
Client Ref. No. - N° de réf. du client
F7044-170028

Amd. No. - N° de la modif.
File No. - N° du dossier
XLV-7-40070

Buyer ID - Id de l'acheteur
xl1v176
CCC No./N° CCC - FMS No./N° VME

ANNEX E - TO PART 3 OF THE SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

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

- () VISA Acquisition Card;
- () MasterCard Acquisition Card;
- () Direct Deposit (Domestic and International);
- () Electronic Data Interchange (EDI);
- () Wire Transfer (International Only);
- () Large Value Transfer System (LVTS) (Over \$25M)