



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

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 Canada - Pacific
Region

401 - 1230 Government Street

Victoria, B. C.

V8W 3X4

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|--|--|
| Title - Sujet Research Vessel | |
| Solicitation No. - N° de l'invitation F2402-180302/A | Date 2018-07-09 |
| Client Reference No. - N° de référence du client F2402-180302 | |
| GETS Reference No. - N° de référence de SEAG PW-\$XLV-166-7539 | |
| File No. - N° de dossier XLV-8-41028 (166) | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-08-20 | Time Zone Fuseau horaire Pacific Daylight Saving Time PDT |
| F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/> | |
| Address Enquiries to: - Adresser toutes questions à: Castle, David G. | Buyer Id - Id de l'acheteur xlvl66 |
| Telephone No. - N° de téléphone (250) 217-6555 () | 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 |

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N° de l'invitation - Solicitation No.

F2402-180302

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

F2402-180302

N° de la modif - Amd. No.

File No. - N° du dossier

Id de l'acheteur - Buyer ID

XLV166

N° CCC / CCC No. / N° VME - FMS

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;

Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;

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 Annexes include the Technical Statement of Requirement, the Basis of Payment, the list of Subcontractors, the Bidder Questions and Canada Responses and the Federal Contractors Program for Employment Equity - Certification, the Insurance Requirements,

1.2 Summary

Canadian Coast Guard – Department of Fisheries and Oceans Canada (Riverine Ecology Lab) has a requirement for one (1) all welded 7.9 meters aluminum vessel with a partially enclosed cabin as per Annex A – Technical Statement of Requirement (TSOR).

Background: The primary role for this vessel will be: Habitat surveys, gill netting, and deploying and retrieving aquatic monitoring equipment within Lake Winnipeg and its tributaries.

The boats are to be delivered to: Fisheries and Oceans Canada
Winnipeg, MB

1.2.1 The Federal Contractors Program

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

1.2.2 Electronic Bids

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

1.2.3 Sourcing Strategy

"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), the Canada-European Union comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA)."

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions (SACC) 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.

2.1.1 Bid Validity Period

Standard Instructions - Goods or Services - Competitive Requirements is amended as follow:

Delete: 60 days

Insert: 90 days

The 2003 standard instructions is amended as follows:

- section 05, entitled Submission of bids, is amended as follows:
 - subsection 1 is deleted entirely and replaced with the following: "Canada requires that each bid, at solicitation closing date and time or upon request from the Contracting Authority, be signed by the Bidder or by an authorized representative of the Bidder. If a bid is submitted by a joint venture, it must be in accordance with section 17."
 - paragraph 2.d is deleted entirely and replaced with the following: "send its bid only to the specified Bid Receiving Unit of Public Works and Government Services Canada (PWGSC) specified in the bid solicitation, or to the address specified in the bid solicitation, as applicable;"
 - paragraph 2.e is deleted entirely and replaced with the following: "ensure that the Bidder's name, and return address, bid solicitation number, and solicitation closing date and time are clearly visible on the bid; and,"
 -
- section 06, entitled Late bids, is deleted entirely and replaced with the following: "PWGSC will return or delete bids delivered after the stipulated solicitation closing date and time, unless they qualify as a delayed bid as described in section 07. For late bids submitted using means other than the Canada Post Corporation's epost Connect service, the physical bid will be returned. For bids submitted electronically the late bid will be deleted. As an example, bids submitted using Canada Post Corporation's epost Connect service, an epost Connect conversation initiated by the Bid Receiving Unit via the epost Connect service pertaining to a late bid will be deleted. Records will be kept documenting the transaction history of all late bids submitted using epost Connect."
- section 07, entitled Delayed bids, is amended as follows:
 - subsection 1 is deleted and replaced as follows:
 1. A bid delivered to the specified Bid Receiving Unit after the solicitation closing date and time but before the contract award date may be considered, provided the bidder can prove the delay is due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). Private courier (Purolator Inc., Fedex Inc., etc.) is not considered to be part of CPC for the purposes of delayed bids.
 - a. The only pieces of evidence relating to a delay in the CPC system that are acceptable to PWGSC are:
 - i. a CPC cancellation date stamp;
 - ii. a CPC Priority Courier bill of lading;
 - iii. a CPC Xpresspost label;
 that clearly indicates that the bid was sent before the solicitation closing date.
 - b. The only piece of evidence relating to a delay in the epost Connect service provided by CPC system that is acceptable to PWGSC is a CPC epost Connect service date and

time record indicated in the epost Connect conversation history that clearly indicates that the bid was sent before the solicitation closing date and time.

1. epost Connect

- a. Unless specified otherwise in the bid solicitation, bids may be submitted by using the [epost Connect service provided by Canada Post Corporation](https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a) (https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a).
 - i. PWGSC regional offices: The only acceptable email address to use with epost Connect for responses to bid solicitations issued by PWGSC regional offices is identified in the bid solicitation.
- b. To submit a bid using epost Connect service, the Bidder must either:
 - i. send directly its bid only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
 - ii. send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time (in order to ensure a response), an email that includes the bid solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
- c. If the Bidder sends an email requesting epost Connect service to the specified Bid Receiving Unit in the bid solicitation, an officer of the Bid Receiving Unit will then initiate an epost Connect conversation. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access and action the message within the epost Connect conversation. The Bidder will then be able to transmit its bid afterward at any time prior to the solicitation closing date and time.
- d. If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the epost Connect conversation open until at least 30 business days after the solicitation closing date and time.
- e. The bid solicitation number should be identified in the epost Connect message field of all electronic transfers.
- f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a bidder not have a Canadian address, they may use the Bid Receiving Unit address specified in the solicitation in order to register for the epost Connect service.
- g. For bids transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
 - i. receipt of a garbled, corrupted or incomplete bid;
 - ii. availability or condition of the epost Connect service;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the bid;
 - v. failure of the Bidder to properly identify the bid;
 - vi. illegibility of the bid;
 - vii. security of bid data; or
 - viii. inability to create an electronic conversation through the epost Connect service.
- h. A bid transmitted by epost Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with section 05."

2.1.2 SACC Manual Clauses

A9125T - Valid Labour Agreement

2007-05-25

B1000T - Condition of Material

2014-06-26

2.1.3- Equivalent Products

1. Products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder:
 - a. designates the brand name, model and/or part number of the substitute product;
 - b. states that the substitute product is fully interchangeable with the item specified;
 - c. provides complete specifications and descriptive literature for each substitute product;
 - d. provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; and

- e. clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.
2. Products offered as equivalent in form, fit, function and quality will not be considered if:
 - a. the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
 - b. the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.
3. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to demonstrate, at the sole cost of bidders, that the substitute product is equivalent to the item specified in 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.

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

1) Hard Copies Bid

Bid Receiving Unit
Public Services and Procurement Canada
401 – 1230 Government Street
Victoria, B.C. V8W 3X4

2) Electronic Bid

Electronic address for epost Connect service:

TPSGC.RPReceptiondessaussmissions-PRBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca

Notice to bidders: All bids to be delivered electronically to BRUs must be through the use of epost Connect service in order to meet Canada's privacy security requirements.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **5 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.

2.5 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder

will be given consideration provided they are submitted to the Contracting Authority at least 5 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

3.1.1 OPTION 1: Electronic Delivery of Bids

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. Bidders must provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment.

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

Section I: Technical Bid
 Section II: Management Bid
 Section III: Financial Bid
 Section IV: Certifications

3.1.2 OPTION 2: Hard Copies Delivery of Bids

If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

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

Section I: Technical Bid – Two (2) hard copies
 Section II: Management Bid- Two (2) hard copies
 Section III: Financial Bid – One (1) hard copy
 Section IV: Certifications - One (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 (216mm 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 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.

3.2 Section I - Technical Bid

The Technical Statement of Requirements, Annex A, is entirely mandatory. In their technical bid, Bidders must 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 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.

The technical bid must demonstrate the vessels will be fully seaworthy, operable and fit in all regards for the purposes intended.

3.2.1 Bidder's Check List and Technical Confirmation

The Bidders must review for bidding purpose the **Annex F - BID PACKAGE CHECKLIST** and provide it with the bid.

3.3 Section II: Management Bid

In their management bid, Bidders must describe their capability, experience and project management team by providing all documentation as requested in the following articles,

Bidder to select one of the following option for their bid

3.3.1 OPTION 1: Vessel Construction Experience (Same type built for last 8 years)

The bid must provide objective evidence that the bidder has proven capability in the construction of vessels of the size, type and complexity which is the subject to this bid solicitation, by providing detailed information of at a minimum 2 boats built within the last 8 years. Prototype hulls will not be considered as fulfilling this requirement. The bid must include the following details for each vessel submitted as evidence of construction capability:

- a) General Arrangement drawings;
- b) Photographs;
- c) References;
- d) Builder's plates (if applicable); and
- e) Hull identification numbers confirming multiple builds.

3.3.2 Marine Drafting and Engineering Capability

The bid must provide objective evidence in the form of a statement, signed by an authorized representative of the Bidder that the bidder has either:

- a) In-house capabilities for marine drafting and engineering or
- b) A written commitment from a supplier that will providing marine drafting and engineering services to the Bidder for the duration of the Contract. The supplier must have marine drafting and engineering experience and capabilities on vessel construction projects similar in size, type and complexity to the subject bid solicitation..

3.3.3 Contractor Quality Management System

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

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 below, may be submitted for consideration.

The quality control elements must include, as a minimum:

- a) Management Representative
- b) Quality Assurance Manual
- c) Quality Assurance Program
- d) Descriptions Quality Reporting Organization Documentation
- e) Measuring and Testing
- f) Equipment Procurement
- g) Inspection and Test Plan
- h) Incoming Inspection
- i) In-Process Inspection

- j) Final Inspection Special Processes Quality Records
- k) Non Conformance
- l) Corrective Action

The Bidder's facilities may be audited by Canada, or its authorized representative, prior to award of contract to ensure that quality management system is in place in accordance with the foregoing requirement.

3.3.4 Project Schedule

1. As part of its technical bid, the Bidder must propose its preliminary project schedule, in MS Project or equivalent. The Bidder must provide a preliminary project schedule, in MS Project format or equivalent, indicating the sequence and the completion dates of project milestones, deliverables, and project tasks based on a contract award as "day 0." The project schedule should include the Bidder's work breakdown structure, the scheduling of main activities and milestone events and any potential problem areas involved in completing the Work.
2. The Bidder's schedule must also provide a target date for each of the following significant events for each boat as applicable:
 - a) hull materials delivered to Contractor and sustained construction commenced;
 - b) hull and deck completed, but not closed in to allow for full inspection of the structure and welding. The Contractor will be required to supply a hard copy of the material certificates and construction drawings to the Technical/Inspection Authority one week prior to inspection by the Technical/Inspection Authority;
 - c) outfitting/electrical 75% complete but all equipment and components delivered to the Contractor and available for full inspection. The Contractor will be required to supply a hard copy of the list of equipment and electrical supplies to the Technical/Inspection Authority one week prior to inspection by the Technical/Inspection Authority;
 - d) technical manuals delivered to Canada for approval (no less than 14 days prior to the planned delivery date);
 - e) Contractor's tests and trial and final sea trials required by the TSOR;
 - f) boat and trailer delivered to Canada for approval; and
 - g) the start and the end of the 12 month warranty period.

Note: Technical Manuals will not be returned once approved.

3.3.5 Preliminary Drawings

The following must be included with the Bids:

- a) draft stability calculation;
- b) calculated lightship weight;
- c) general arrangement;
- d) structural drawings showing deck plan, a centerline profile and frame station construction details;
- e) detailed lines plan;
- f) a drawing of the fuel supply arrangement.

3.3.6 Subcontractors

A list, in the form of the attached **Annex D** of subcontracts for labor and/or material must be included with the Bidder's Proposal, stating the name and address of each subcontractor, and a description (Make, Model No.) of the goods or services to be supplied by each.

3.3.8 OPTION 2: Vessel Construction Experience (Vessel constructed and built by design)

The Bidder must provide objective evidence that it has a proven capability in the construction of vessels of the size, type and complexity which is the subject to this RFP.

The vessel is constructed, manufactured in accordance with the recommended practices and standards for the type of vessel and must be built according to rules and standards such as:

- a) the Nordic Boat Standard (for commercial vessels less than 15 m),
- b) the International Organization for Standardization (ISO),
- c) a classification society such:
 - i. the American Bureau of Shipping (ABS),
 - ii. Lloyd's Register of Shipping (LRS),
 - iii. Bureau Veritas (BV),
 - iv. Det Norske Veritas (DNV) or
 - v. Germanischer Lloyd (GL).

The vessel design, construction, manifesting results must comply with the TP 1332 – Construction Standards for Small vessels latest editions and the vessel be registered under the Transport Canada Marine Safety -Small Vessel Compliance Program (SVCP). Bidder must provide a detailed description of the rules and standards utilized for their design submission and how the design will meet TP1332 related to stability, ABYC and the construction scantlings.

3.3.9 Design

The design at the time of the bids must be provided and certified by a marine engineering firms or qualified persons/ engineer (stamped) confirming the design meet the above section **3.3.8 OPTION 2 1 a), or b) or c)**

The design must include the following preliminary drawing:

- a) draft stability calculation;
- b) calculated lightship weight;
- c) general arrangement;
- d) structural drawings showing deck plan, a centerline profile and frame station construction details;
- e) detailed lines plan;
- f) a drawing of the fuel supply arrangement.

3.3.10 Supporting calculations

The design must be supported by calculations and test documents proving the design achieves the requirements identified in Annex A of the RFP. Bidder must provide a detailed calculations specific to the rules and standards utilized for the specific design submission and how the design will meet TP1332 related to stability, ABYC and the construction scantlings.

3.3.11 Marine Drafting and Engineering Capability

The Bidder must provide objective evidence in the form of a statement, signed by an authorized representative that it has either:

- a) In-house capabilities for marine drafting and engineering or
- b) Has a written commitment from a supplier to provide marine drafting and engineering services for the duration of the Contract.

The supplier must have marine drafting and engineering experience and capabilities on vessel construction projects similar in size, type and complexity to the subject RFP.

3.3.12 Contractor Quality Management System

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

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 below, may be submitted for consideration.

The quality control elements must include, as a minimum:

- a) Quality Assurance Manual or Quality Assurance Program Descriptions

- b) Inspection and Test Plan
- c) Final Inspection
- d) Quality Records

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

The Contractor will be required to submit completed quality assurance documentation with each claim for payment, as applicable.

3.3.13 Project Schedule

1. As part of its technical bid, the Bidder must propose its preliminary project schedule, in MS Project or equivalent. The Bidder must provide a preliminary project schedule, in MS Project format or equivalent, indicating the sequence and the completion dates of project milestones, deliverables, and project tasks based on a contract award as "day 0." The project schedule should include the Bidder's work breakdown structure, the scheduling of main activities and milestone events and any potential problem areas involved in completing the Work.
2. The Bidder's schedule must also provide a target date for each of the following significant events for each boat as applicable:
 - (a) Design validation, maximum 20 calendar days.
 - (b) hull materials delivered to Contractor and sustained construction commenced;
 - (c) hull and deck completed, but not closed in to allow for full inspection of the structure and welding. The Contractor will be required to supply a hard copy of the material certificates and construction drawings to the Technical/Inspection Authority one week prior to inspection by the Technical/Inspection Authority;
 - (d) outfitting/electrical 75% complete but all equipment and components delivered to the Contractor and available for full inspection. The Contractor will be required to supply a hard copy of the list of equipment and electrical supplies to the Technical/Inspection Authority one week prior to inspection by the Technical/Inspection Authority;
 - (e) technical manuals delivered to Canada for approval (no less than 14 days prior to the planned delivery date);
 - (f) Contractor's tests and trial and final sea trials required by the TSOR;
 - (g) boat and trailer delivered to Canada for approval; and
 - (h) the start and the end of the 12 month warranty period.

Note: Technical Manuals will not be returned once approved.

3.3.14 Subcontractors

A list, in the form of the attached **Annex D** of subcontracts for labor and/or material must be included with the Bidder's Proposal, stating the name and address of each subcontractor, and a description (Make, Model No.) of the goods or services to be supplied by each.

3.4 Section III: Financial Bid

Bidders must submit their financial bid in accordance with the **Annex E – DETAILED FINANCIAL PRESENTATION SHEET**. The total amount of Applicable Taxes must be shown separately.

3.4.1 Exchange Rate Fluctuation

C3011T - Exchange Rate Fluctuation

2013-11-06

3.4.2 Firm Price

Bidders must indicate the Bid price excluding taxes for each of the following Items in **Annex E – DETAILED FINANCIAL PRESENTATION SHEET**

3.4.3 Unscheduled Work

Bidders must provide the information requested in the **Annex E – DETAILED FINANCIAL PRESENTATION SHEET**.

The unscheduled work rates will be included in and form part of the bid evaluation.

3.4.4 Electronic Payment of Invoices – Bid

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

If Annex "G" 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.

3.5 Section IV: Certifications

Bidders must submit the certifications required under Part 5.

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, management 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

In order to be compliant, Bidder's proposal must, to the satisfaction of Canada, meet all requirements of the Annex A- TSOR and provide all information as requested in **PART 3 - BID PREPARATION INSTRUCTIONS, 3.1 Section I, Technical Bid**

4.1.2 Management Evaluation

4.1.2.1 Mandatory Management Criteria

In order to be compliant, Bidder's proposal must, to the satisfaction of Canada, meet all requirements and provide all information as requested in **PART 3 - BID PREPARATION INSTRUCTIONS, 3.3 Section II – Management Bid**.

4.1.3 Financial Evaluation

A0222T, Evaluation of Price – Canadian / Foreign Bidders 2014-06-26

4.1.3.1 Mandatory Financial Criteria

In order to be compliant, Bidder's proposal must, to the satisfaction of Canada, meet all requirements and provide all information as requested in **PART 3 - BID PREPARATION INSTRUCTIONS, 3.4 Section III – Financial Bid**.

4.2 Basis of Selection

4.2.1 Mandatory Technical Criteria

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

A mandatory requirement is described using the words "shall", "must", "will", "is required" or "is mandatory".

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and associated 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 in carrying out any of its obligations under the Contract, 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 verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html)" 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html)" list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html)" list during the period of the Contract.

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

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 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 must provide, **within 5 calendar days** following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

5.2.3.2 Welding Certification

1. Welding must be performed by a welder certified by the Canadian Welding Bureau and in accordance with the requirements of the following Canadian Standards Association (CSA) standards:
 - (a) CSA W47.2 (current version) , Certification of Companies for Fusion Welding of Aluminum 2.1
2. Before contract award and **within 5 calendar days** of the written request by the Contracting Authority, the successful Bidder must submit evidence demonstrating its certification by CWB in accordance with the CSA welding standards..

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

There is no security requirement applicable to this contract.

6.2 Financial Capability

A9033T - Financial Capability

2012-07-16

6.3 Insurance Requirements Letters

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in **Part 7 - Resulting Contract Clause 7.21**.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non- responsive.

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Requirement

Canadian Coast Guard – Department of Fisheries and Oceans Canada (Riverine Ecology Lab) has a requirement for one (1) all welded 7.9 meters aluminum vessel with a partially enclosed cabin as per Annex A – Technical Statement of Requirement (TSOR) and Bidders questions and answers – Annex D.

Background: The primary role for this vessel will be: Habitat surveys, gill netting, and deploying and retrieving aquatic monitoring equipment within Lake Winnipeg and its tributaries.

The boats are to be delivered to:

Fisheries and Oceans Canada

Winnipeg, MB

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

2030, 2016-04-04, General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

7.2.2 Supplemental General Conditions

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

7.2.2.1 Conduct of Work.

The Supplemental General Conditions 1028, Article 02 (2010-08-16), Conduct of Work, delete Paragraph 1, entitled "Canadian Labour", in its entirety.

7.2.2.2 Warranty.

The Supplemental General Conditions 1028, Article 12 (2010-08-16), Warranty, Paragraph 3 is deleted and replaced with the following:

The warranty periods for the vessel, from the date of its delivery to and acceptance by Canada, are:

- a) Twelve (12) months for the boat propelling machinery and auxiliaries, fittings and equipment of all kinds (excluding Government Supplied Material).
- b) Twenty four (24) months for the vessel hull and welding."

7.3 Security Requirements

There is no security requirement applicable to the Contract.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the contract is from date of contract award to **August 24, 2019** (365 days later) inclusive.

7.4.2 Optional Goods

The Contractor grants to Canada the irrevocable option to acquire up to up to two (2) additional boat with trailer, as described at Annex A of the Contract under the same conditions and at the prices stated in the Contract or negotiated by Canada. 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.

7.4.3 Delivery Date

All the deliverables must be received in by **December 1, 2018**.

7.4.4 Shipping Instructions - Delivered Duty Paid

Goods must be consigned and delivered to the destination specified in the contract:

Incoterms 2000 "DDP Delivered Duty Paid" delivery point article 7.4.5

7.4.5 Delivery Points

Delivery of the requirement will be made to:

Fisheries and Oceans Canada
Winnipeg, MB

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

The Contracting authority will be determined at Contract award.

Name: TBD
Title: TBD
Section: TBD
Directorate: TBD
Public Services and Procurement Canada
Address: TBD
Telephone: TBD
Facsimile: TBD
E-mail: TBD

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

7.5.2 Technical Authority

The Technical Authority for the Contract is:

The Technical authority will be determined at Contract award.

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

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.

7.5.3 Inspection Authority

The Inspection Authority for the Contract is:

The Inspection authority will be determined at Contract award.

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

The Inspection 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 inspection of the Work and acceptance of the finished work. The Inspection Authority may be represented on-site by a designated inspector and any other Government of Canada inspector who may from time to time be assigned in support of the designated Inspector.

7.5.4 Contractor's Representative

Name and telephone numbers of the person responsible for production:

The Contractor's representatives will be determined at Contract award.

Name: TBD
Telephone: TBD
Facsimile: TBD
E-mail: TBD

Name and telephone numbers of the person responsible for delivery:

Name: TBD
Telephone: TBD

Facsimile:

TBD

E-mail:

TBD

7.6 Payment**7.6.1 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 of \$ _____. Customs duties and Applicable Taxes are extra, if applicable.

7.6.2 Payment for Fuels, Oils and Lubricants

The Contractor is 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.

7.6.3 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 to be included in the price for the Work.

7.6.4 Limitation of Price

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

7.6.5 Milestone Payment -Subject to Holdback

1. Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract, up to **90** percent of the amount claimed and approved by Canada if:
 - a. an accurate and complete claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - b. the total amount for all milestone payments paid by Canada does not exceed **90** percent of the total amount to be paid under the Contract;
 - c. all the certificates appearing on form [PWGSC-TPSGC 1111](#) have been signed by the respective authorized representatives;
 - d. all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.
2. The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of the item if the Work has been accepted by Canada and a final claim for the payment is submitted.

7.6.6 Schedule of Milestones

The schedule of milestones for each vessel for which payments will be made in accordance with the Contract is as follows:

| Milestone No: | Description and Deliverable (s) | Firm Amount (\$) |
|---------------|---|--|
| A | Hull materials delivered to Contractor and sustained construction commenced | 32% of the Firm Unit Price (TBD at contract award |
| B | Boat, trailer and technical manuals delivered at destination and accepted by Canada | 65% of the Firm Unit Price (TBD at contract award |
| C | End of the 12 month warranty period only. | 3% of the Firm Unit Price (TBD at contract award |

The milestones shown above must be included and identified in all production schedules.

Milestone A: A payment no earlier than upon the material delivery being at the Contractor manufacturing facility with material price support provided to the Contracting Authority and the commencement of sustained construction..

Milestone B: A payment after the completion of delivery at destination and the acceptance of the boat, trailer and manual by Canada.

Milestone C: A payment for completion of the twelve month warranty period only.

- a) Twelve (12) months for the boat propelling machinery and auxiliaries, fittings and equipment of all kinds (excluding Government Supplied Material).
- b) Twelve (12) months for the vessel hull and welding of the total twenty four months vessel hull and welding warranty. Remaining (12) months of the vessel hull and welding warranty, no holdback will be retained.

7.6.7 Warranty Holdback

A warranty holdback of 3% will be applied to the claim(s) for payment. This holdback is payable by Canada upon the expiry of the warranty holdback period of applicable to the Work. Applicable Taxes will be calculated on this outstanding work holdback amount and paid at the time that the warranty holdback is released.

7.6.8 Outstanding Work Holdback

In addition to any amount held under the Warranty Holdback Clause, a holdback of twice the estimated value of outstanding work will be held until completion of the Work.

Applicable Taxes will be calculated on this outstanding work holdback amount and paid at the time that the outstanding work holdback is released.

7.7 Invoicing Instructions

1. The Contractor must submit a claim for payment using form PWGSC-TPSGC 1111, Claim for Progress Payment.

Each claim must show:

- (a) all information required on form PWGSC-TPSGC 1111;
 - (b) all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
 - (c) the description and value of the milestone claimed as detailed in the Contract;
 - (d) Quality assurance documentation when applicable and/or as requested by the Contracting Authority.
2. Applicable taxes, as applicable, must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no applicable taxes payable as it was claimed and payable under the previous claims for progress payments.
3. The Contractor must prepare and certify 1 original and 1 copy of the claim on form PWGSC-TPSGC 1111, and forward it to the Contracting Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.
4. The Contracting Authority will then forward the original of the claim to the Technical Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.
5. The Contractor must not submit claims until all work identified in the claim is completed.

7.7.1 Electronic Payment of Invoices – Contract

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

- a. Direct Deposit (Domestic and International);
- b. Electronic Data Interchange (EDI);
- c. Wire Transfer (International Only);

7.8 Work Acceptance

The Inspection Authority, in conjunction with the Contractor, will prepare a list of outstanding work items at the end of the work period. This list will form the annexes to the formal acceptance document for the vessel. A contract completion meeting will be convened by the Inspection Authority on the work completion date to review and sign off the form PWGSC-TPSGC 1105,

- 1) The Contractor must complete the above form in 3 copies, which will be distributed by the Inspection Authority as follows:
 - a) original to the Contracting Authority;
 - b) one copy to the Technical Authority;
 - c) one copy to the Contractor.

7.8.1 Procedures for Design Change/Deviations

The Contractor must follow these procedures for any proposed design change/deviation to contract specifications.

The Contractor must complete Part 1 of form [PWGSC-TPSGC 9038 \(PDF 241 KB\)](#) - ([Help on File Formats](#)), Design Change/Deviation, and forward 2 copies to the Technical Authority and 1 copy to the Contracting Authority.

7.9 Certifications and Additional Information

7.9.1 Compliance

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

7.9.2 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.

7.9.3 Welding-Contract

1. The Contractor must ensure that welding is performed by a welder certified by the Canadian Welding Bureau (CWB) in accordance with the requirements of the following Canadian Standards Association (CSA) standards:
 - (a) CSA W47.2 (current version) , Certification of Companies for Fusion Welding of Aluminum 2.1.
2. In addition, welding must be done in accordance with the requirements of the applicable drawings and specifications.
3. Before the commencement of any fabrication work, and upon request from the Inspection Authority, the Contractor must provide approved welding procedures and/or a list of welding personnel he intends to use in the performance of the Work. The list must identify the CWB welding procedure qualifications attained by each of the personnel listed and must be accompanied by a copy of each person's current CWB welding certification.

7.9.4 Workers Compensation

The Contractor must maintain its account in good standing with the applicable provincial or territorial Workers' Compensation Board for the duration of the Contract.

7.9.5 Trade Qualifications

The Contractor must use qualified, certified (where applicable) and competent tradespeople and supervision to ensure a uniform high level of workmanship. The Contracting Authority may request to view and record details of

the certification and/or qualifications held by the Contractor's tradespeople. This request should not be unduly exercised but only to ensure qualified tradespeople are on the job.

7.10 Applicable Laws

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

7.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 1028, (2010-08-16), Ship Construction Firm Price;
- (c) the general conditions 2030, (2018-06-21), Goods (Higher Complexity);
- (d) Annex A, Technical Statement of Requirement (TSOR)
- (e) Annex B, Basis of Payment
- (f) Annex C, Bidder Questions and Canada Responses;
- (g) Annex D, Subcontractors; AND
- (h) the Contractor's bid dated _____.

7.12 Trade Qualifications

The Contractor must use qualified, certified (where applicable) and competent tradespeople and supervision to ensure a uniform high level of workmanship. The Contracting Authority may request to view and record details of the certification and/or qualifications held by the Contractor's tradespeople.

7.13 Quality Management Systems

1. The Contractor must have in place a Quality Assurance Program approved by the Inspection Authority during the performance of the Work which addresses the quality control elements below.
2. The quality control elements must include, as a minimum:
 - Quality Assurance Manual or Quality Assurance Program Descriptions
 - Inspection and Test Plan
 - Final Inspection
 - Quality Records

7.14 Post Contract Award/Pre-Production Meeting

Within **3 working days** of the receipt of the contract, the Contractor must contact the Contracting Authority to determine the details of a pre-production meeting. The meeting will be held at the Contractor's plant or via telephone or video conference. Travel and living expenses for Canada's representatives will be arranged and paid for by the Canada.

7.15 Project Schedule

1. The Contractor must provide an updated detailed project schedule in MS Project format or equivalent to the Contracting Authority and the Technical Authority **5 days after award of Contract**.
2. This schedule must highlight the specific dates for the events listed below.
 - a. hull materials delivered to Contractor and sustained construction commenced;
 - b. hull and deck completed, but not closed in to allow for full inspection of the structure and welding. The Contractor must supply a hard copy of the material certificates and construction drawings to the Technical/Inspection Authority one week prior to inspection by the Technical/Inspection Authority;
 - c. outfitting/electrical 75% complete but all equipment and components delivered to the Contractor and available for full inspection. The Contractor must supply a hard copy of the list of equipment and electrical supplies to the Technical/Inspection Authority one week prior to inspection by the Technical/Inspection Authority;
 - d. technical manuals delivered to Canada for approval (no less than 14 days prior to the planned

- delivery date);
- e. Contractor's tests and trial and final sea trials required by the TSOR;
- f. boat and trailer delivered to Canada for approval;

Note: Technical Manuals will not be returned once approved.

3. The schedule is to be regularly updated and available in the Contractor's authority for review by Canada's authorities to determine the progress of the Work.

7.16 Progress Report

1. The Contractor must submit monthly reports on the progress of the Work in an electronic format to the Technical Authority and to the Contracting Authority.
2. The progress report must contain 2 Parts:
 - a. PART 1: The Contractor must answer the following three questions:
 - i. is the project on schedule?
 - ii. is the project within budget?
 - iii. is the project free of any areas of concern in which the assistance or guidance of Canada may be required?

Each negative response must be supported with an explanation.

- b. PART2: A narrative report, brief, yet sufficiently detailed to enable the Technical Authority to evaluate the progress of the Work, containing at a minimum:
 - i. a description of the progress of each task and of the Work as a whole during the period of the report. Sufficient sketches, diagrams, photographs, etc., must be included, if necessary, to describe the progress accomplished.
 - ii. an explanation of any variation from the schedule.

7.17 Progress Meeting

Progress meetings, chaired by the Contracting Authority, will take place at the Contractor's facility as and when required, generally once a month. Interim meetings may also be scheduled. Contractor's attendees at these meetings will, as a minimum, be its Contract (Project) Manager, Production Manager (Superintendent) and Quality Assurance Manager. Progress meetings will generally incorporate technical meetings to be chaired by the Technical Authority.

7.18 Progress Review Meetings

Progress review meeting shall encompass total project status as of the review date. The Contractor, at a minimum, must report on the following:

1. Progress to date;
2. Variation from planned progress and the corrective action to be taken during the next reporting period;
3. A general explanation of foreseeable problems and proposed solutions, including an assessment of their impact on the contract in terms of schedule, technical performance and risk. The proposed solution should include the effort involved and the consequences to the schedule (Risk Register);
4. Proposed changes to the schedule;
5. Progress on action items, problems or special issues;
6. Deliverables submitted prior to PRM;
7. Milestones (technical and financial);
8. Activities planned for the next reporting period;
9. Status of any change notifications and requests;
10. Any changes to the PMP; and
11. Other business as mutually agreed to by CANADA and the Contractor.

7.19 SACC Manual clauses

| | |
|--|------------|
| A1009C – Worksite Access, | 2008-05-12 |
| B9028C – Access to Facilities and Equipment, | 2007-05-25 |
| D0018C – Delivery and Unloading, | 2007-11-30 |
| D2000C – Marking, | 2007-11-30 |
| D2001C – Labelling, | 2007-11-30 |
| D9002C – Incomplete Assemblies, | 2007-11-30 |
| H4500C – Lien - Section 427 of the Bank Act, | 2010-01-11 |

7.20 Manuals

1. No later than 14 calendar days prior to delivery of each boat, the Contractor must obtain and deliver to the Technical Authority for approval all Data Books, Operating Instruction Books, Maintenance Manuals and Spare Parts Lists (including part numbers and ordering instructions) for all machinery and equipment fitted on the Vessel as required. Once approved by the TA, the Contractor will provide 2 complete copies in accordance with and as specified in the TSOR.
2. Where manuals are examined by Canada, such examination does not relieve the Contractor of any responsibility under the Contract for ensuring the correctness of all details and adequacy of performance of the Vessel, nor does it obligate Canada to accept, in part or in whole, an item of Work completed in accordance with such manual, nor does it mean such an item of Work meets the requirements of the TSOR.

7.21 Insurance Requirements

1. The Contractor must comply with the insurance requirements specified in **Articles 7.21.1 and 7.21.2** below. 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.
2. 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.
3. The Contractor must forward to the Contracting Authority within **10 working days** after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.21.1 General Commercial 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 30 days written notice of policy cancellation.
- (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- (l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- (m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- (n), (o), (p), (q) not used.
- (r) 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.

7.21.2 Marine Liability Insurance

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 and 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 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 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.

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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

4. 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.

7.22 Inspection and Acceptance

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

N° de l'invitation - Solicitation No.

F2402-180302

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

F2402-180302

N° de la modif - Amd. No.

File No. - N° du dossier

Id de l'acheteur - Buyer ID

XLV166

N° CCC / CCC No. / N° VME - FMS

7.23 Acceptance

1. Canada's provisional acceptance for delivery of the vessel must occur with the execution of a certificate in accordance with form **PWGSC 1105** upon satisfactory completion of the vessel and all trials. The execution of the certificates must in no way relieve the Contractor of any obligations under the Contract.
2. 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 any deficiencies, the certificate referred to above may be executed with a statement attached concerning the rectification of the deficiencies by the Contractor.
3. Canada's final acceptance must occur upon completion of the 12 month warranty period and settlement of all accounts between the parties in relation to the Contract.

7.24 Government Supplied Material – See Section 14.4.2 and 15.1

ANNEX A

Technical Statement of Requirement

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1.0 SCOPE

- 1.1 Requirement: Fisheries and Oceans Canada (Riverine Ecology Lab) has a requirement for one (1) all welded 7.9 metres aluminum vessel with a partially enclosed cabin, outboards and other equipment supplied to builder. The vessel must be delivered to 501 University Crescent Winnipeg, MB, R3T 2N6.
- 1.2 Background: The primary role for this vessel will be: Habitat surveys, gill netting, and deploying and retrieving aquatic monitoring equipment within Lake Winnipeg and its tributaries.

2.0 GENERAL

- 2.1 The vessel must be designed and constructed in accordance with the Transport Canada TP1332 requirements for non-pleasure craft exceeding 6 metres, as detailed at section [7.0].
- 2.3 The vessel is to be designed to comply with ISO Design Category B.
The actual areas of deployment will include, but not be limited to, Lake Winnipeg and Lake Manitoba and their tributaries in the Province of Manitoba.
- 2.2 Vessel must be designed and constructed for ease of maintenance, repair and must be readily supportable by local commercial facilities and suppliers. All components, all mechanical, auxiliary, electronic and electrical equipment installed on the boat, must be supportable by parts and service within fifteen (15) days.
- 2.3 CFM: All materials, equipment and components must be Contractor Furnished Materials (CFM), unless specified otherwise.
- 2.4 GSM: Only materials which are specifically designated as Government Supplied Materials (GSM) will be provided by Fisheries and Oceans Canada (DFO). DFO will provide such materials to the Contractor and the Contractor must be responsible for the care and custody, correct installation, and delivery of such materials back to Canada together with the completed vessel.
- 2.5 Wherever actual brand or model names are referenced, equivalent or superior equipment may be considered. Bidder must provide supporting documentation to validate choice.
- 2.6 Contractor must standardize on selection of equipment, fittings and fabrication methods to facilitate replacement, inter-changeability of parts, maintenance procedures and operator training. All components and equipment must be current production models.
- 2.7 Contractor must provide a letter to confirm vessel has been constructed and outfitted to the standards addressed herein. Letter must be on company letterhead.
- 2.8 Inspector: The term "Inspector" means the Inspection Authority identified in the Contract or his representative.
- 2.9 Contracting Authority: The term "Contracting Authority" means the Contracting Authority identified in the Contract.

3.0 BIDDER'S PROPOSAL

- 3.1 The Bidder must submit a proposal that clearly demonstrates the vessel and equipment offered meets or exceeds the mandatory requirements specified herein.
- 3.2 The Bidder must submit the following drawings showing all vessel dimensions and clearly labelled to identify the type of drawing being offered. Maximum details must be provided to effectively demonstrate the bidder has met the requirements herein:
 - A) General arrangement
 - B) Side profile
 - C) Cabin interior
 - D) Fuel tank location, including filling and venting arrangements
 - E) Bilge pump arrangement
 - F) Lines plan

4.0 VESSEL PARTICULARS

- 4.1 Physical Characteristics:
 - A) Length of hull (bow to transom) – 7.62 metres (minimum) – 7.92 metres (maximum)
 - B) Overall length – 7.92 metres (maximum)
 - C) Breadth overall – must not exceed trailer able dimensions and must not compromise the vessel speed, weight or handling
 - D) Draft (outboard motor lowered) maximum 1.0 metre
 - E) Draft (outboard motor raised) maximum 0.6 metre
- 4.2 Normal Load Condition:
 - A) Crew – four (4) persons – 120 kg/person
 - B) Fuel tanks full

C) Equipment and supplies – 300 kg

4.3 Vessel Tonnage Measurement

It is a MANDATORY REQUIREMENT that the registered tonnage of the vessel must not be greater than five (5) tons - the Contractor must complete and provide the "Simplified Tonnage Measurement" form demonstrating that this requirement has been met.

5.0 OPERATIONAL PERFORMANCE

- 5.1 The completed vessel must be of sufficient strength to withstand the lateral, vertical impact - loading that equates to the conditions of the Operational Profile when in Normal or Maximum Load Conditions.
- 5.2 Maximum speed – It is a MANDATORY REQUIREMENT that the vessel is capable of no less than 35 knots in the normal load condition specified at [4.2].
- 5.3 Cruising speed – 20 knots
- 5.4 Range: approximately 90 nautical miles at cruising speed with 10% fuel reserve
- 5.5 Full plane within 4 seconds at full acceleration.
- 5.6 Full power - (3) hours
- 5.7 Cruising power - (10) hours (recommended RPM by engine manufacturer)
- 5.8 Slow speed operation – (10) hours (approx. 1500 RPM)
- 5.9 The Maximum Load Condition(s) must be calculated in accordance with the applicable standard given at [7.2] below and must be clearly identified on capacity plate.

6.0 ENVIRONMENTAL CONDITIONS

- 6.1 Vessel must be capable of operating both day and night and must maintain a stable platform when operated at varying speeds during any of the following conditions:
 - A) Average ambient air temperature: -10 degrees C to 35 degrees C
 - B) Average water temperature: 0 degrees C to 25 degrees C
 - C) Wave heights: 0 - 3.0 metres
 - D) Wind speed: 0 - 40 knots
 - E) Operate in freezing spray or freezing rain with accumulations of up to 6.0 mm.
 - F) Operate fully in depths of 1 metre with outboard motor(s) lowered.
 - G) Basic maneuvering in depths of 0.80 metre with outboard motor(s) in partially raised position.

7.0 CONSTRUCTION STANDARDS

- 7.1 Construction, machinery and outfit: The vessel must be designed and constructed in accordance with the latest issue of: Transport Canada TP 1332 "Construction Standards for Small Vessels", for non-pleasure craft exceeding 6.0 metres. Where applicable, the American Boat and Yacht Council [ABYC] standards and/or other standards may be referenced as equivalent, subject to approval of the Inspector.
- 7.2 Stability: The vessel must comply with the latest issue of either: Transport Canada TP 1332 "Construction Standards for Small Vessels", Section 5.3; or the ISO Standard 12217-1. The Contractor must provide Canada 14 days' notice of any applicable test or trial and must submit completed calculations demonstrating compliance with the selected standard.
- 7.3 Electrical systems: The electrical installation must be in accordance with the latest issue of: Transport Canada TP 1332 "Construction Standards for Small Vessels, Section 8.0, Electrical Systems"; the American Boat and Yacht Council [ABYC] standards; and/or the Canadian Standards Association C22.2 NO.183.2-M1983 (R2013) "DC Electrical Installations on Boats"; as applicable, subject to approval of the Inspector.
- 7.4 Canada Shipping Act Collision Regulation (C.R.C., c. 1416) [COLREGS], for vessels under 12 metres; refer to rules 22, 23, and Annex 1, rules 2, 9, and 10.
Note: Navigation lights must be installed parallel to the "Normal Load Waterline" which often may not be parallel to the deck.

8.0 CONSTRUCTION PRACTICES

- 8.1 All materials and equipment must be stored, installed and tested in accordance with the manufacturers' guidelines, recommendations and requirements.
- 8.2 Vessel and all components must be free of local vibration that could endanger crew, damage boat structure or interfere with the operation or maintenance of machinery and systems.
- 8.3 All equipment must be accessible for use, inspection, cleaning and maintenance. Measures must be taken to avoid wear and damage incident to construction, and to prevent corrosion and deterioration. Equipment subject

to freezing must be kept drained, except during sea trials. Equipment must be kept clean and protected from the environment.

9.0 ERGONOMIC DESIGN

- 9.1 The design of the vessel must incorporate accessibility, visibility, readability, crew efficiency and comfort for a range of physiques from approx. 5' to 6 '5" in height, wearing cold weather clothing and equipment. All rough edges and sharp angled corners must be rounded and ergonomically adapted.
- 9.2 Weather tight stowage for small items of equipment must be provided in void spaces (passenger bench seats), and where practical, inside console(s). All stowage compartments must be lockable, secured by positive means and operable by gloved or insensitive hands. One Master key and two spare must be provided.

10.0 MATERIALS - GENERAL

- 10.1 All materials must be corrosion resistant and suitable for use as detailed in the Environmental Conditions. All materials normally subjected to sunlight must resist degradation caused by ultraviolet radiation.
- 10.2 Any dissimilar metals must be insulated from each other.
- 10.3 Aluminum alloy types 5086, H116 must be used for plate; aluminum 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 must be of other aluminum alloys best suited for commercial marine salt water use such as dual rated 5083/86 or 5052.
- 10.4 Stainless steel type 316L or 316 must be used for all stainless steel applications.
- 10.5 Any fasteners directly threaded into aluminum alloys must be coated and threaded into the appropriate thickness of aluminum.
- 10.6 Where nuts can become inaccessible after assembly of the vessel, nuts must be captured to allow reassembly and prevent backing off. Unless otherwise specified, self-locking nut must be installed to prevent loosening of fasteners due to shock and vibration.

11.0 HULL DESIGN AND CONSTRUCTION

- 11.1 Hull design characteristics: The overall design must be a 16 degree modified deep-V planing hull with a moderately sharp entry. Fore-body design features, such as the amount of flare, freeboard and reserve of buoyancy, must be satisfactory to prevent excessive bow immersion and pounding when operating at speed. The design must incorporate a combination of spray/planning strakes and reverse chines to provide lift and directional control, and to direct spray downwards away from the crew. To suit other specified requirements and the builder's model, the hull may incorporate a planning "delta plate" at the transom.
- 11.2 Hull parameters: The hull design must fall within the following parameters:
 - Length of hull: As per [\[4.1\]](#)
 - Breadth overall: Must be trailer able (maximum limit 2.75 metres)
 - Breadth at chine: Contractor to specify
 - Hull form deadrise "V":
 - At transom: Approximately 15 to 17 degrees
 - At entrance: Approximately 25 to 30 degrees
- 11.3 Hull design must have a sufficient number of watertight compartments and/or flotation foam to allow for adequate stability and positive buoyancy in a flooded condition. Low smoke and flame spread or fire retardant flotation foam.
- 11.4 Hull must be constructed of 1/4" aluminum plate for bottom and chine. Side and deck must be a minimum 3/16" aluminum plate.
- 11.5 Hull must be transversely framed from keel to deck reinforced by minimum (4) rows of longitudinal stiffeners on each side of center line running from transom to as far forward as practical and comply to TP 1332 hull design requirement for this vessel purpose and length.
- 11.6 Hull must be transversely framed from keel to deck reinforced by minimum of 24 Inches on center and comply to TP 1332 hull design requirement for this vessel purpose and length.
- 11.7 Transom must be reinforced to support weight of engines and the accompanying thrust.
- 11.8 Welding must be continuous in the hull, deck, bow and transom and other areas subject to corrosion, vibration and impact.
- 11.9 Hull exterior on centerline must be reinforced with a minimum 3/8" thick welded aluminum beaching shoe to allow for emergency beaching/grounding. Vertical stiffener must be fitted inside on centerline. Sea keeping capabilities and performance must not be affected.
- 11.10 The bow stem must be equipped with two eyes for securely attaching the bow line, trailer hook, safety line, etc.

12.0 DECK CONSTRUCTION AND OUTFITTING

- 12.1 Deck and the hull must be constructed of similar materials.
- 12.2 Deck must be self-draining by use of scuppers installed at transom. They must be designed for quick and effective drainage of deck area when vessel is at slow speed or stationary. Bow deck must have separate self-drainage.
- 12.4 Deck area must have removable panel where practical, to allow for the inspection, maintenance, repair of hull and equipment below.
- 12.5 All walking decks must have a commercial grade, marine suitable non-skid aluminum checker or diamond plate.
- 12.6 All fasteners must be flush mounted to eliminate tripping and snagging hazards.
- 12.7 Four pop-up type cleats for mooring, anchoring and towing must be securely mounted to deck. Location must be one cleat forward of the cabin and one each side at cabin edge aft. Size must be a minimum of eight inches. Material must stainless steel.
- 12.8 Stowage locker for anchor/ lines must be installed at bow. Locker must be self-draining, ventilated, fitted with suitable gasket, properly hinged and lockable (securable). Top of locker must have a commercial grade, marine suited non-skid applied.

13.0 CABIN - GENERAL

- 13.1 Cabin must be partially enclosed with walk-thru console with window and open at the aft
- 13.2 Cabin must be the maximum length of 2.13 metres (7'). Gunnels around cabin must have 0.24 metre (8") walk way(s) must be designed as walking deck(s) for the safe passage of crew members to bow and transom areas. Cabin roof aft must extend beyond bench seating to provide shelter.
- 13.3 Every effort must be made to minimize sound inside cabin from ambient noise including sound from hull moving through water and waves. Any sound dampening material must not hinder inspection of the interior hull and cabin. Material must be non-combustible /flammable and resistant to absorbing any type of liquid or vapor.
- 13.4 Floor inside cabin must be non-slip aluminum checker or diamond plate that can easily be washed draining to the aft of the vessel.
- 13.5 Contractor must install one (1) fire extinguisher mount and one (1) first aid kit mount inside cabin.
- 13.6 A minimum of six (6) welded aluminum grab rails must be fitted and securely attached at the locations identified below. Location of each grab rail must allow quick access.
 - A) Two (2) – Console (exterior) near windshield(s)
 - B) Two (2) – Roof perimeter (exterior)
 - C) Two (2) – Cabin aft (outer exterior) vertical port and starboard

14.0 CABIN - OUTFITTING

- 14.1 Windows
 - 14.1.1 - Window design must allow for maximum lines of sight when coming alongside larger vessels/structures and when turning whether in a seated or standing position. Where practical all windows must be configured to reduce "blind spots".
 - 14.1.2 - Windows must be meet the minimum acceptable design. For windshields is 3/8 inch laminated tempered safety glass, and for other windows not less than ¼ inch laminated safety glass. Glass can be mounted into lexan rubber or anodized aluminum frames.
 - 14.1.3 - Hardware for windows must be of a commercial grade able to withstand frequent use without damage. Material must be stainless steel.
 - 14.1.4 - Windshield must be an aft rake design with a minimum of two windows. Design of windshield must eliminate "blind spots" where practical.
 - 14.1.5 - Each forward windshield must be equipped with a heavy-duty commercial grade wiper system with pantograph arm installed above windshield.
 - 14.1.6 - In addition to the windshields, a minimum of five windows must be located as follows:
 - Two (2) sliding windows - aft of console on starboard and port sides of cabin at captain and co-pilot stations.
 - Two (2) fixed windows - aft on either side of sliding window on cabin wall.
 - One (1) fixed window - between wind shields in the closable walk thru console.

- 14.2 Doors

14.2.1 - All doors must be designed to remain in an open position and close with ease. They must be weather tight, lockable and fitted with a suitable size sill to offset water from deck and overhead. Doors must allow exit/entry of person in full gear with ease. Material must be aluminum. Doors are to be fitted with windows as specified at [14.1].

14.2.2 - Doors must be located as follows:

- One (1) door at center console walk-thru.

14.3 Consoles - General

14.3.1 - Two (2) separate welded aluminum consoles with walk thru access must be provided. Helm must be located on starboard side and co-pilot station on port side. Consoles must be unpainted aluminum.

14.3.2 - Console face must be at an angle that maximizes a comfortable operating position with good visibility of all console equipment in a standing or seated position. Layout must be arranged in an ergonomic manner, to provide easy access to all light switches, controls, electrical panels and easy viewing of navigation, communication and propulsion instruments. Prior to installation Contractor must provide a drawing of proposed lay-out for review and approval by Technical/Inspection Authority.

14.3.3 - All electrical equipment and hardware must be installed in accordance with the manufacturer specifications and must be capable of operating simultaneously with any electronic equipment without causing interference.

14.3.4 - Displays for the electronic equipment must be mounted on forward dash. A suitable size opening to access the equipment above for repair or replacement must be provided.

14.3.5 - Forward of consoles at ceiling on either side of companion way, (2) individual brackets must be securely mounted. Location must allow easy access and viewing from both consoles. Arrangement as follows:

- Starboard VHF radio
- Port – general purpose bracket mount. (no holes)

14.4 Console - Helm Station

14.4.1 - The Contractor must supply and install the following items:

- A) Steering wheel and hydraulic steering components
- B) Switches and toggles for lights, wipers, navigation lights, and bilge

14.4.2 - Contractor must install the following items supplied by DFO:

- A) Humminbird HELIX 10 Si GPS and transducer
- B) 1800 Watt power inverter (under Co-pilots side console)
- C) Two (2) Air ride seat and seat base (captain's seat and co-pilots seat)
- D) Yamaha digital display gauges
- E) Raytheon VHF Radio and whip antenna
- F) Yamaha dual engine throttle and controls
- G) Peko master battery switches

14.5 Console - Co-Pilot Station

The Contractor must supply and install the following items:

- A) Fog horn
- B) A small storable work table must be mounted on the co-pilot console 12" x 14" aluminum construction.

14.6 Seating

14.6.1 - Bench seats must made of marine quality materials and resistant to tears, punctures and deterioration due to environmental exposure. The upholstery must be of a UV resistant material. All seats must have shock mitigation marine suspension capable of supporting the weight of 130 kg.

14.6.2 - Two bench seats with flip up storage compartment must be installed directly behind helm and co-pilot stations at the aft of the partial cabin. These seats must be located under the cover of the cabin roof.

14.6.3 - To allow for the safe stowage of small items such as binoculars, gloves, etc. an open-topped metal bin must be mounted on cabin wall at each seat (excluding helm). Location must be low to deck with quick access. Pinch points caused from shifting of seats must be considered in location of bins. Height of bin must be a minimum of five inches.

14.7 Interior Lighting

14.7.1 - Ceiling must have lighting capable of illuminating the entire main cabin.

15.0 PROPULSION SYSTEM

- 15.1 The Contractor must install the supplied by DFO twin outboard engines. Engines are 2018 Yamaha F-150 outboards.
- 15.2 The instrumentation package for each engine is supplied.
- 15.3 Engine(s) control will be supplied by DFO.
- 15.4 The engines must be mounted on an outboard engine bracket/hull extension that must support the motors and accompanying thrust. Drain plug must be installed in the lowest part at the aft end. Material must be welded aluminum.
- 15.5 Tie bar must be supplied and installed with the proper length to allow engines full movement in either direction. Material must be stainless steel.
- 15.6 A switch to operate the drive leg trim in unison or separately must be installed at helm. The brand SYNCRO trim switch or equal.
- 15.7 Propellers must be Aluminum.
- 15.8 The complete outboard engine system must be approved and installed in accordance with the engine manufacturer's recommendations.
- 15.9 As a minimum the installation of the controls, lubrication, fuel systems, battery connections must be verified by the outboard engine authorized representative.

16.0 FUEL SYSTEM

- 16.1 Fuel system must meet with all requirements of TP 1332 "Construction Standards for Small Vessels" and the most current American Boat and Yacht Council Standards (ABYC).
- 16.2 Two (2) fuel tanks with minimum of 25 USG capacities each for a total of 50 USG.
- 16.3 Twin fuel tanks must be fitted with baffles and located above deck. They must be hydrostatically tested, approved and bear manufacturers' name, capacity and testing data.
- 16.4 Fuel system must be arranged to allow for maintenance and repair. Fuel lines must be protected from chafe and wear and arranged such that each engine may be supplied from either tank. The fuel shut-off valves must be located to prevent accidental shut-off. They must be readily visible, accessible and clearly labelled in English.
- 16.5 A fuel/water separator filter is to be mounted "in-line" to each engine with easy access to drain the sediment bowl, a RACOR 320 or equal.
- 16.6 Fuel fills must be the type for a high flow nozzle. They must be surface mounted on the side decks located to prevent any over fill draining unto deck. Each must be clearly labelled for fuel type.

17.0 STEERING SYSTEMS

- 17.1 Steering system must be installed based on engine manufacturers' recommendations.

18.0 ELECTRICAL SYSTEM

- 18.1 Electrical system must meet the Canadian Standards Association C22.2 NO.183.2-M1983 (R1999) "Standards for D.C. Electrical Installations" and American Bureau Yacht Council (ABYC) where applicable.
 - 18.1.1 - All electrical equipment and hardware must be installed in accordance with the manufacturer specifications and must be capable of operating simultaneously with any electronic equipment without causing interference to other electronics or sonar.
 - 18.1.2 - Electrical system must be designed, installed, and protected for marine application. All wiring must be properly secured and fastened to protect from chafing. Wiring in or behind consoles must be grouped separate and color coded for each system. Each group must be clearly labeled in English.
 - 18.1.3 - A 12 volt circuit breaker panel with a breaker for each accessory plus six spare for additional equipment must be installed. The panel must have a digital ammeter to indicate voltage, draw, and charge remaining. Each breaker must be clearly labeled in English. Panel must be equipped with a cover.
- 18.2 Battery
 - 18.2.1 - Twelve Volt DC distribution system must be provided to power the engine starting and boat service loads including all navigation, instrumentation, interior/exterior lighting, electrical equipment and bilge pumps.
Starting battery must be used for engine service loads only.
 - 18.2.2 - Batteries must be of marine quality 12 Volt Deep-Cycle maintenance free equipped with rollover caps with the capacity to service engines and ancillary vessel loads. The brand - Premium Group 8D Deep Cycle or equivalent, house service battery with an auto charging relay must be provided.
 - 18.2.3 - Batteries must be connected in accordance with the motor manufacturer's technical specifications. They must be wired to cross connect for twin engine start-up of either engine from either battery.
 - 18.2.4 - Two (2) selector switches for batteries (Perko; supplied by DFO) must be mounted in a safe location to prevent snagging or accidental switching.
 - 18.2.5 - Batteries must be contained in a suitable size compartment. Size and location must allow for easy access and removal of batteries. The area must weather tight and fitted with a suitable means of gas venting.

18.3 Cabling Installation

18.3.1 - Cables for all power and lighting must be ample size for their particular service. They must be grouped into wiring harnesses where possible color coded, routed below deck or under side decks hidden. PVC conduit pipe must be used for all below deck cabling. Cabling running to the ceiling/roof must be in a raceway easily accessible for maintenance and repairs.

18.3.2 - Cabling/conductors passing through structures without watertight glands must be protected against chafing by the use of abrasive resistant grommets. Cables and conductors must be installed in PVC pipes or wire races of a sufficient size to pass other wires without obstruction. Wires not run through wire ways must be installed with clamps and straps spaced at 18 inches on horizontal runs and 14 inches on vertical runs. Tie wraps are not acceptable.

18.3.3 - All conduits must have a guiding thread to allow for additional wiring at a later date.

19.0 CABIN ROOF

19.0 Cabin roof must be equipped with the following:

19.1 - Cabin roof must be Aluminum.

19.2 - Radar arch for light mounting

20.0 NAVIGATION

20.1 Navigation lighting fixtures must be of such a design as to resist the effects of vibration and moisture and must be provided with adequate protection from damage which may occur when lying alongside a vessel or a pier. The brand Hella model - NaviLED series lights or equal.

20.2 Navigation lights must be permanently fitted to bow or cabin located to not interfere with vision from helm or co-pilot station.

20.3 Non-white (red or green) lighting must be wired together on a separate breaker of the 12 volt DC electrical system.

21.0 PUMPING AND DRAINAGE

21.1 A 12 V electric bilge pump with a minimum 1100 gal/h (GMS) capacity must be fitted where necessary. A suitable metal cage must be provided to prevent debris from entering.

21.3 Location and installation of bilge pumps must allow for inspection, maintenance and repair.

21.4 Bilge pump control system as a minimum must include a panel with three way on-off-auto switches, with indicator lights for the operation, monitoring of pumps

21.5 Pumps must be wired in such a way to allow full operation when battery switches are in the "OFF" position.

21.8 Hull drainage - a non-corrosive threaded plug must be provided in the lowest point to drain the hull aft compartment when out of the water.

22.0 LIFESAVING & EMERGENCY EQUIPMENT

22.1 The vessel is delivered without the lifesaving equipment and it will be provided after the contract is completed by DFO.

23.0 SEA TRIALS - CONTRACTOR

23.1 Contractor must inspect construction quality, test all on board equipment, systems and hull performance to ensure all are fully functional.

23.2 The propulsion system must be operated as per the engine manufacture recommendations to accumulate the hours sufficient for the initial engine service check. An authorized engine manufacturer representative must carry out the service check. Service report must be provided to both the Technical Authority and the Contracting Authority.

23.3 Contractor must submit a Test and Trials Plan a minimum of fourteen days prior to Canada sea trials. Plan will include a description of all the acceptance trials to be performed.

23.4 Prior to sea trials the complete vessel must be weighed and the weight recorded on the Test and Trials form.

23.5 Stability examination as per TP 1332 requires the Contractor to record all stability and structural calculations. Copy must be provided in Operator Technical Manual.

24.0 SEA TRIALS - CANADA

24.1 Contractor must notify the Contracting Authority and Inspector no less than 14 days prior to sea trials. Canada reserves the right to witness or decline attendance of sea trials. Absence does not relieve the Contractor of its responsibility to conduct and record sea trials. Upon completion the sea trial report must be forwarded to Canada for review prior to delivery of vessel.

- 24.2 Contractor must be responsible for supply of fuel, crew, instrumentation and equipment required to conduct sea trials.
- 24.3 During the trials the vessel must overall demonstrate excellent handling characteristics such as, but not limited to, no slide out in hard turns, maintaining course with no deviation. There must be neither constant pounding nor excessive bow immersion.
- 24.4 As a minimum, the following trials must be conducted in the Normal Load Condition specified at [4.2]:
- A) Speed trials - The Contractor must demonstrate that the vessel meets or exceeds the mandatory speed requirement specified at [5.2]. The speed trials must be done over a course at least one nautical mile in length. Two runs must be made over the course, one in each direction, with the speeds for the two runs averaged. The use of GPS data (averaged) is acceptable.
 - B) Endurance trials:
 - Maximum speed: The vessel is to be operated at maximum engine speed for not less than one hour, however, on agreement with the Inspector, a lesser time may be accepted.
 - Maximum continuous speed: The vessel must be operated for not less than two hours at the maximum engine speed recommended for continuous operation by the engine manufacturer, which must achieve not less than the cruising speed specified at [5.3]. This trial may be incorporated with the maximum speed trial, on agreement with the Inspector, if the continuous speed is not less than the maximum speed.
- During the endurance and other trials it must be demonstrated that all parts of the propulsion system are in full operation. Characteristics such as engine rpm and vessel speed must be recorded. All systems must be operated to check for proper installation.
- C) Astern propulsion - The vessel must be operated and maneuvered using astern propulsion to establish performance. During the backing performance tests the throttles must be set to provide 1/3 of the rated engine horsepower.
 - D) Steering gear - The complete steering system must be operated at increasing boat speeds with the vessel being maneuvered through a series of turns port and starboard. Maneuvering trials must be conducted.
- 24.5 The Contractor must repair any damage to the vessel or ancillary equipment resulting from sea trials to the satisfaction of the DFO.
- 24.6 The Contractor must maintain records of testing for each boat for a minimum of two years. A copy of the completed Tests and Trials sheets must be included in the Operator Technical Manual for each vessel.

25.0 FINAL INSPECTION

- 25.1 Final Inspection must not be performed until all tests have been satisfactorily completed with data available for review. The boat 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 submit these results to Canada. Serial numbers and other identifying information must be recorded for each boat and engine.

26.0 PACKAGING AND SHIPPING

- 26.1 Prior to shipping, the boat must be cleaned throughout, preserved and covered as follows:
- A) Vessel interior must be cleaned thoroughly including inside all hatches, all stowage boxes, consoles.
 - B) Bilges must be dry and free of oil and debris, and the fuel tanks must be drained if required.
 - C) The propulsion system must be preserved in accordance with manufacturer recommendations for storage in an environment that will be subjected to freezing temperatures for up to one year.
 - D) The batteries must be disconnected for shipping or storage.
 - E) A durable warning tag must be wire tied to the steering wheel indicating vessel has been reserved for shipping and storage and must not be started until the propulsion machinery has been reactivated.
 - F) During shipping and storage the vessel must be secured to prevent movement or damage.
 - H) Every effort must be made to ensure all contact points between vessel and trailer are properly padded to prevent any damage during transit.
 - I) Vessel must be transported by contractor or commercial carrier.

27.0 ACCEPTANCE

- 27.1 Upon delivery, DFO will inspect vessel to confirm there has been no damage resulting from shipping. Contractor must repair the damage to the satisfaction of DFO.

28.0 OPERATOR TECHNICAL MANUAL

- 28.1 The Contractor upon delivery of vessel must provide one hard copy and one CD/USB of a manual that provides a physical and functional description of the craft, its machinery and equipment. Each manual must have the sections and subsections clearly identified in the same sequence as addressed below. Manual must include, but not be limited to, sections such as the following:
- A) General information
 - B) Technical information
 - C) Initial spare parts list
 - D) Preventive maintenance list
- 28.2 Technical Manual - Requirements
- A) General Information Section
- This section must include a description of the arrangement and function of all structures, systems, fittings and accessories, with subsections and illustrations as appropriate, for example:
- A.1 Operating procedures
 - A.2 Basic operating characteristics, including as a minimum, temperatures, pressures, flow rates, etc.
 - A.3 Installation criteria and drawings, assembly and disassembly instructions with comprehensive illustrations showing each step.
 - A.4 Recommended planned maintenance which clearly illustrates the maintenance required, hourly, daily, monthly and annually for all components including the engine, drive train and hull. Complete troubleshooting procedures must be included.
- B) Technical Information Section
- This must include a complete set of detailed owner/operator instructions, drawings, parts lists and supplemental data for all components of the boat (whether acquired from external sources or custom-manufactured), including:
- Hull, collar
 - Outboard engine(s)
 - Systems with schematics or one-line diagrams (steering, fuel, electrical, etc.)
 - Electronics
 - Fittings, accessories and ancillary equipment
- C) Initial Spare Parts List
- This must include a list of recommended initial on board spare parts to be stocked for the craft. As a minimum, this list must include the following items:
- Propulsion: Propeller, filters, starting battery, throttle/ shift cables, any special engine tools
 - Electrical: fuses, light bulbs
 - Boat Structures and Fittings: Miscellaneous commonly used fasteners

29.0 TRAILER

- 29.1 The trailer must be hot-dipped galvanized all welded construction designed to support the loaded weight of the vessel in the Normal Load Condition specified at [\[4.2\]](#), but excluding crew, plus 30% reserve. The design of trailer must allow for frequent launch and recovery and must be capable of withstanding frequent long and short distance travel often on highways and/or non-paved roadways while safely supporting the vessel.
- 29.2 When trailering the vessel, the overall vehicle/vessel height must not exceed 4.0 metres either in loaded or light condition (no fuel, equipment or supplies onboard). The overall width must not exceed 2.8 metres.
- 29.3 The trailer must be fitted with bunks and rollers. Bunks must be fitted on outer perimeter of trailer to provide easy loading and added stability to vessel. The bunks and rollers must be adjusted to safely support the vessel from stem to stern.
- 29.4 Minimum double axle with proper sized radial tires/wheels rated for the trailer capacity with equivalent spare and lug wrench fitted on a heavy duty bracket. Axles must have bearing protection, grease nipple. Contractor must ensure the weight of trailer and load is properly distributed over all axles. Weight on any axle or axle unit must not exceed ratings as per manufacturer.
- 29.5 Heavy duty adjustable yoke and a heavy duty manual operated winch with strap and hook rated for trailer design load. Strap length must be a minimum of 28 feet.
- 29.6 Heavy duty high lift swivel tongue jack complete with foot pad that will hold a minimum of 15% of the total combined weight of trailer and load.

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- 29.7 A safety turnbuckle system must be installed to allow for the direct attachment from vessel second bow eye to an eye on trailer frame (not winch stand).
- 29.8 Transom must be equipped with suitable sized eyes to secure vessel to trailer. Two ratchet tie down straps with hooks must be provided.
- 29.9 Trailer must be fitted with a 2 5/16" ball and hitch, heavy duty "stand on" galvanized steel fenders and LED brake, turn signal lighting with standard wiring connector.
- 29.10 Trailer guides must be fitted to back of trailer. Height must be a minimum of four feet.
 - 29.11 The trailer must be roadworthy and certified street legal for the roads in all provinces.

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Annex B – Basis of Payment

B-1 Proposed Work Location:

Contractor's Facility _____

B-2 Contract Price

The price is in Canadian dollars, customs duties are included and applicable taxes are extra Incoterms 2000 -DDP to destination.

| Item | Description | Quantities | Firm Unit Price |
|------|--|------------|-----------------|
| a. | Known Work –(boat) As per Part 7, article 7.2 and Annex A - Technical Statement of Requirement and Annex D - Bidders Questions and Canada's Responses | 1 | \$ _____ |
| b. | Known Work –(trailer) As per Part 7, article 7.2 and Annex A - Technical Statement of Requirement and Annex D - Bidders Questions and Canada's Responses | 1 | \$ _____ |
| c. | Shipping and Delivery (Boat and trailer) Incoterms 2000 DDP to destination Destination Winnipeg. Mb per Part 7, article 7.4.4 and 7.4.5 | 1 | \$ _____ |
| d. | PRICE [a + b + c] For a Firm PRICE of: | | \$ _____ |

B-3 Charge-out Rate / Material Mark-up / Options

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, Applicable taxes extra,

This rate is to be a blended rate for all classes of labour, engineering and foreperson and includes 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.

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 Charge Out Rate

Double Time: "Double Time Rate" x Charge Out Rate

B-4 Material for Additional Work including Design or Engineering 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.

B-5 Price for additional - Optional Boat and trailer:

- (i) if additional funding becomes available, DFO may choose to exercise the option to purchase up to 2 additional Aluminum Boat and trailer built in accordance with the TSOR, **Annex "A" Technical Statement of Requirements (Contract)** and **Annex "C" – Bidders Questions and Canada Responses.(Contract)**
- (ii) Canada reserves the right to negotiate the priced option.

The price is in Canadian dollars, customs duties are included and applicable taxes are extra

| Item | Description | Unit | Price unit | Extended Firm Price |
|------|---|------|------------|-----------------------|
| a. | Known Work – additional (boats) As per Part 7, article 7.2 and Annex A - Technical Statement of Requirement and Annex D - Bidders Questions and Canada's Responses. Shipping and Delivery Incoterms 2000 DDP to destination excluded | 2 | \$ _____ | \$ _____ ¹ |
| b. | Known Work –additional (trailers) As per Part 7, article 7.2 and Annex A - Technical Statement of Requirement and Annex D - Bidders Questions and Canada's Responses. Shipping and Delivery Incoterms 2000 DDP to destination excluded | 2 | \$ _____ | \$ _____ |
| c. | PRICE [a + b] For a Firm PRICE of: | | | \$ _____ |

B-6 Charge-out Rate / Material Mark-up / Options

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, Applicable taxes extra,

This rate is be a blended rate for all classes of labour, engineering and foreperson and includes 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.

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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 Charge Out Rate

Double Time: "Double Time Rate" x Charge Out Rate

B-7 Material for Additional Work including Design or Engineering Change / Options

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.

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ANNEX – C - BIDDER QUESTIONS AND CANADA RESPONSES

| Reference | Reference description | Bidder Questions | Canada's Responses |
|-----------|-----------------------|------------------|--------------------|
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Completed and updated during the solicitation process.

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[illegible]

ANNEX - E - DETAILED FINANCIAL BID PRESENTATION SHEET

The price of the bid will be evaluated in Canadian dollars, customs duties are included and applicable taxes are Incoterms 2000 DDP to destination.

| Item | Description | Quantities | Extended Firm Price |
|------|---|------------|---------------------|
| a. | Known Work –(boat) As per Part 7, article 7.2 and Annex A - Technical Statement of Requirement and Annex C - Bidders Questions and Canada's Responses | 1 | \$ _____ |
| b. | Known Work –(trailer) As per Part 7, article 7.2 and Annex A - Technical Statement of Requirement and Annex D - Bidders Questions and Canada's Responses | 1 | \$ _____ |
| c. | Shipping and Delivery (Boat and trailer) Incoterms 2000 DDP to destination Destination Winnipeg, Mb per Part 7, article 7.4.4 and 7.4.5 | 1 | \$ _____ |
| d | Unscheduled Work (for evaluation) <i>Labour Cost:</i> Estimated labour hours at a firm <i>Charge-out Labor Rate</i> , including overhead and profit: 50 person hours X \$ _____ per hour for a PRICE of: See articles E-1 below. | 50 | \$ _____ |
| e. | EVALUATION PRICE [a + b + c + d] For an EVALUATION PRICE of: (customs duties are included and applicable taxes are excluded) | | \$ _____ |

E-1 Charge-out Rate / Material Mark-up / Options

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,

This rate shall be a blended rate for all classes of labor, engineering and foreperson and shall include all overheads, supervision, overhead profit.

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

E-2 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 Charge Out Rate

Double Time: "Double Time Rate" x Charge Out Rate

E-3 Material for Additional Work including Design or Engineering 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.

E-4 Price for additional boat and trailer:

- a) if additional funding becomes available, DFO may choose to exercise the option to purchase up to 2 additional Aluminum Boat and trailers built in accordance with the TSOR, **Annex "A" Technical Statement of Requirements (Contract)** and **Annex "C" – Bidders Questions and Canada Responses.**(Contract)
- b) Canada reserves the right to negotiate the priced option.
- c) for the supply of 1 additional boat and 2 trailer (GST/HST and transportation charge excluded): A firm price of \$_____ (CAD)
- d) for the supply of 2 additional boats and 2 trailers (GST/HST and transportation charge excluded): A firm price of \$_____ (CAD)

E-5 Optional items

1. If additional funding becomes available, Canada may choose to exercise the option, in whole or in part, to purchase up to **2 additional boat & trailer** built in accordance with the Annex "A" and Annex "D".
2. The price quoted for the option must be firm, remain valid and open for acceptance by Canada for one 1 year after the delivery of the initial vessel. The option proposed must be in accordance with the terms and conditions of this bid solicitation.
3. The proposed optional items will not form part of the Evaluation for the award of a contract in response to this RFP.
4. Only the option proposed by the successful bidder may be considered by Canada.
5. The option, if incorporated into the Contract, in whole or in part, may or may not be exercised at the sole discretion of Canada.
6. Canada reserves the right to negotiate the priced option.

ANNEX - F – BID PACKAGE CHECKLIST

Instruction to Bidders: Table F-1 is a check list for self-verification purposes.

Table F-1 Bidder's Bid Package Check List**F1.1**

Regardless of requirements specified elsewhere in this bid solicitation and its associated Technical Statement of Requirements, the following are the documents that must be submitted with the bid by the solicitation closing date and time. The bid must be compliant on each item to be considered responsive:

M: Mandatory with the bid.

48 Hrs: Must be provided within **48 hours** of the written request.

5 or 10days: Must be provided within **5 or 10 working days** of the written request.

| No. | Solicitation Reference | Solicitation Reference | Description | Period | Document provided |
|-----|------------------------|------------------------|--|----------------|--------------------------|
| | Front Page | Front Page | Request for Proposal document part 1 page 1 completed and signed; | M | <input type="checkbox"/> |
| | Part 3 | 3.2 | Section I- Technical Bid | M | <input type="checkbox"/> |
| | Part 3 | 3.3 | Section II – Management Bid Option 1 or Option 2 | M | <input type="checkbox"/> |
| | Part 3 | 3.4 | Section III - Financial Bid - Annex D- Detailed Financial Bid Presentation Sheet | M | <input type="checkbox"/> |
| | Part 3 | 3.3.13 | Project Schedule | M | <input type="checkbox"/> |
| | Annex F | Annex F | Bid Package Checklist | | |
| | Annex H | Annex H | Federal Contractors Program for Employment Equity- Certification | M | <input type="checkbox"/> |
| | Part 2 | 2.4 | Applicable laws | 48 hrs. | <input type="checkbox"/> |
| | Part 3 | 3.3.6 or 3.3.14 | Subcontractors | 48 hrs. | <input type="checkbox"/> |
| | Part 3 | 3.3.3 or 3.3.12 | Contractor quality Management Plan | 48 hrs. | <input type="checkbox"/> |
| | Part 7 | 7.5.3 | Contractor representative | 48 hrs. | <input type="checkbox"/> |
| | Part 6 | 6.3 | Insurance requirement | 48 hrs. | <input type="checkbox"/> |
| | Part 5 | 5.2.3.1 | Worker Compensation Certificate | 48 hrs. | <input type="checkbox"/> |
| | Part 5 | 5.2.3.2 | Welding certification - Bid | 48 hrs. | <input type="checkbox"/> |

F1.2 Contract Deliverable Requirements

The following information may be requested by the Contracting Authority, and it must be provided within the conditions stated in the table below of the written request:

| No | Contract | Article | Description | Period after contract award | Document provided |
|--|----------|---------|-----------------------|-----------------------------|-------------------|
| <u>Other documentation after contract award (Reminder)</u> | | | | | |
| 1 | Part 7 | 7.15 | Project Schedule | 5 days | |
| 3 | Part 7 | 7.21 | Insurance certificate | 10 days | |

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ANNEX - G - to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.2, the Bidder must identify which electronic payment instruments they are willing to accept for payment of invoices.

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

- ☐ Direct Deposit (Domestic and International);
- ☐ Electronic Data Interchange (EDI);
- ☐ Wire Transfer (International Only);

ANNEX - H - 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 permanent full-time and/or permanent part-time employees.

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 Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)