



**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

**SOLICITATION AMENDMENT  
MODIFICATION DE L'INVITATION**

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

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

**Comments - Commentaires**

**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

<b>Title - Sujet</b> Aluminum Boats	
<b>Solicitation No. - N° de l'invitation</b> F2441-170021/B	<b>Amendment No. - N° modif.</b> 003
<b>Client Reference No. - N° de référence du client</b> F2441-170021	<b>Date</b> 2018-08-17
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$XLV-166-7537	
<b>File No. - N° de dossier</b> XLV-7-40184 (166)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2018-08-27</b>	<b>Time Zone</b> Fuseau horaire Pacific Daylight Saving Time PDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Castle, David G.	<b>Buyer Id - Id de l'acheteur</b> xlv166
<b>Telephone No. - N° de téléphone</b> (250) 217-6555 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

Solicitation No. - N° de l'invitation  
F2441-170021/A  
Client Ref. No. - N° de réf. du client  
F2441-170021

Amd. No. - N° de la modif.  
003  
File No. - N° du dossier

Buyer ID - Id de l'acheteur  
xlv166  
CCC No./N° CCC - FMS No./N° VME

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### **Solicitation Amendment 003**

This Solicitation Amendment is raised to address the following changes;

1. Revise the quantity of boats required from three (3) to two (2) and to change delivery date from March 1, 2019 to March 31, 2019.

The affected sections are; 1.2 Summary, Resulting Contract clauses section 7.1 Summary and 7.4.3 Delivery Date as well as Annex B and Annex H.

A complete revised solicitation has been attached.

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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**

The Department of Fisheries and Oceans Canada has a requirement to purchase two (2) 9.75 to 10.4m Aluminum Cabin Boats and trailers built in accordance with the Technical Statement of Requirement (TSOR) - Annex "A" and Bidder Questions and Canada Responses – Annex "D" with an option to purchase up to 2 additional Aluminum boats and trailers.

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.RPReceptiondessoumissions-PRBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RPReceptiondessoumissions-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 \(ESDC\)](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html) - [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**

The Department of Fisheries and Oceans Canada has a requirement to purchase two (2) 9.75 to 10.4m Aluminum Cabin Boats and trailers built in accordance with the ethical Statement of Requirement (TSOR) - Annex "A" and Bidder Questions and Canada Responses – Annex "D".

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 **September 30, 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 **March 31, 2019**.

#### **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 (\$)
<b>A</b>	Hull materials delivered to Contractor and sustained construction commenced	32% of the Firm Unit Price ( TBD at contract award
<b>B</b>	Boat, trailer and technical manuals delivered at destination and accepted by Canada	65% of the Firm Unit Price ( TBD at contract award
<b>C</b>	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. PART 2: 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.

**For the province of Quebec, send to:**

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**For other provinces and territories, send to:**

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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.

#### **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 – Not Used**

**ANNEX – A - TECHNICAL STATEMENT OF REQUIREMENTS (CONTRACT)**

**FISHERIES AND OCEANS CANADA**

**Technical Statement of Requirements (TSOR)  
Requisition Number F2441-170021, Provision of Two (2)  
9.75 to 10.4 m Aluminum Hull boats, Motors, Cabin/  
Bridge, Gill Net Lifter and Complete with Trailer**

**2017  
Northern Operations**

**CONSTRUCTION IN ACCORDANCE WITH TRANSPORT CANADA MARINE  
SAFETY BRANCH (TCMSB) TP-1332 STANDARDS**

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## **1.0 OVERVIEW**

Fisheries and Oceans Canada, manages and operates small vessels in support of its programs and missions. These vessels will be operated on Great Slave Lake and other waterbodies in the Northwest Territories. The primary purpose of these vessels will be for fishing with gillnets as well as the collection of other forms of data and samples to be used for scientific and management purposes.

This vessel will be primarily shore-based and will be launched and recovered by trailer or moored at a shore facility dock. Overnight trips will also be taken.

### **1.1 REQUIREMENT**

- 1.1.1 The Contractor must design, fabricate and supply two (2) new workboats with an aluminum hull in accordance with the current Transport Canada Marine Safety Branch (TCMSB) Marine Safety Publication TP 1332 "Construction Standards for Small Vessels" (hereinafter referred to as TCMSB TP 1332).
- 1.1.2 Each vessel will be propelled by two (2) Counter-Rotating 250 HP Evinrude E-TEC G2, with 25" shafts two stroke, direct fuel injected outboard motors with Hydraulic/Dynamic Power Steering provided and installed by the contractor.
- 1.1.3 Each vessel will have a Evinrude E-Tec 15 HP H.O. kicker, 25" shaft, electric start with kicker engine steering kit cabin controls mounted on port side of transom and plumbed to fuel tank(s) with priming bulb.
- 1.1.4 Starboard bow (gunwale) adjustable (rotation) foot mount variable-speed hydraulic net puller with aluminum and stainless steel 16" (400mm) grooved V-drum with controls and pressure relief valve on unit with minimum pull capability of 300 KG powered by 5 HP pull start four-stroke engine. Engine to be mated to a stainless steel hydraulic tank with sufficient capacity suitable for the system and be equipped with a back filter, filler cap, level indicator. Must have a hydraulic pressure gauge and the pressure must be controlled and adjustable. Must be self-contained within an aluminum or stainless steel frame with easy access with carrying handles and be firmly stern mounted at the starboard transom but easily removed. Puller unit must have an attached 24" (610 mm) all-aluminum gillnet bow roller mounted between two (2) 24" (610 mm) upright rotating verticals guide posts on either side and a 24" (610 mm) long kick down plate that is 12" (305 mm) wide between the two verticals and under the roller. The roller and uprights must have bearings.
- 1.1.5 Forward cabin must have two (2) sleeping berths.
- 1.1.6 Private head with door and portable chemical toilet firmly secured, one (1) sink, one (1) pressurized cold water faucet and mirror in forward cabin and waterproof sliding window with screen and privacy glass.
- 1.1.7 Cabin galley with table and seating area for three (3). Table must convert into sturdy sleeping platform.
- 1.1.8 12V pressurized cold water system with two sinks with faucet in cabin galley and one sink with faucet in head in forward cabin.
- 1.1.9 12V fridge. Adequate enclosed storage spaces and counter space for food and items used for cooking in main portion of cabin.
- 1.1.10 Two-burner alcohol stove (Non-pressurized) mounted in main cabin with heat detector installed as per TP1332.

- 1.1.11 Thirty (30) gallon vented water tank with drainage control valve plumbed to bilge and thirty (30) gallon vented grey water tank with drainage control valve and 12 V pump out motor with ten (10) foot hose.
- 1.1.12 The vessel must come complete with a trailer for transporting and launching.

## **2.0 DESIGN AND CONSTRUCTION REQUIREMENTS**

All components, equipment and materials must be supplied by the Contractor. The hull, bridge, cabin, console, deck and structure must be fabricated in aluminum.

### **2.1 ERGONOMIC DESIGN**

- 2.1.1 Hazardous operating conditions must be avoided by arranging machinery and equipment in a safe manner; providing guards for all electrical, mechanical and thermal hazards to personnel; and providing guards or covers for any controls that might be activated by accidental contact with personnel.
- 2.1.2 The aluminum floor must be covered with a slip resistant finish.
- 2.1.3 The vessel must be designed to accommodate personnel between approximately 5 feet 2 inches and 6 feet 4 inches in height while wearing cold-weather clothing and equipment, in accordance with ASTM F1166-07 Standard Practice for Human Engineering Design for Marine Systems, Equipment, and Facilities.
- 2.1.4 Human engineering factors considered in design must include accessibility, visibility, readability, crew efficiency and comfort.
- 2.1.5 Equipment must be accessible for use, inspection, cleaning and maintenance as per ASTM F1166-07.

### **2.2 VIBRATIONS**

- 2.2.1 The vessel and all components must be free of local vibration that could endanger the crew, damage vessel structure, machinery or systems, or interfere with the operation or maintenance of machinery or systems.
- 2.2.2 Moveable components, including items moved for stowage, towing or transportation must be mounted using adequate damping to prevent vibration.
- 2.2.3 Self-locking fasteners must be used to prevent loosening of fasteners under vibration.

### **2.3 MATERIALS**

- 2.3.1 All materials must be corrosion resistant and suitable for use in a fresh water environment as detailed in the Operational Requirements. All materials normally subjected to sunlight must be UV resistant. Galvanized materials are unacceptable.
- 2.3.2 Dissimilar metals: Direct contact of electrolytically dissimilar metals is not permitted. Electrolytic corrosion must be prevented by insulating dissimilar materials from each other with gaskets, washers, sleeves, or bushings of suitable insulating material.
- 2.3.3 Aluminum: Aluminum alloy 5086-H116 grade or equivalent must be used for the hull. Non-structural items serving as trim or outfitting, such as hatch frames, castings, consoles and other articles, may be made of other aluminum alloys suitable for commercial use, such as 5083/86 or 5052 or 6063-T54 alloys.
- 2.3.4 Stainless Steel: Stainless steel 316L or 316 grade must be used for all stainless

steel applications except as noted. The 316L grade alloy must be used in any welded underwater components.

- 2.3.5 Fasteners and fittings must be stainless steel. Bolts used in all fittings must be 316 grade stainless steel.
- 2.3.6 Where flexible connections are required for steering and fuel systems, suitable hoses with permanently crimped, detachable reusable type fittings must be used.
- 2.3.7 All materials and equipment must be stored, installed and tested in accordance with the manufacturer's guidelines, recommendations and requirements.

## **2.4 FASTENERS**

- 2.4.1 All fasteners must be of corrosion resistant materials.
- 2.4.2 Cadmium plated parts and fasteners, including washers, must not be used.
- 2.4.3 Direct attachment of alloys containing copper to aluminum is not permitted, with the exception of bonding strips.
- 2.4.4 Fasteners must not be screwed directly into aluminum. Where required, use aluminum or stainless steel washers or backing plates.
- 2.4.5 Where nuts will become inaccessible after assembly, they must be captured or anchored to allow reassembly and prevent backing off. Unless otherwise specified, self-locking nuts must be installed to prevent loosening of fasteners due to shock and vibration.
- 2.4.6 Fasteners in deck traffic areas must be flush mounted to eliminate tripping or snagging hazards.

## **2.5 STANDARDS**

- 2.5.1 The vessel constructed under this TSOR must be fabricated in accordance with the current TCMSB TP 1332 "Construction Standards for Small Vessels" and with the requirements of the American Boat & Yacht Council (ABYC).
- 2.5.2 CSA C22.2 No 183.2-M1983 (R1999) – Standards for DC Electrical Installations on Boats and ABYC 'E' Electrical Standards.
- 2.5.3 CWB CSA/ACNOR W47.2, Sub-division 2.1 - Certification for Aluminum Welding—latest revision.
- 2.5.4 The Contractor must construct each vessel as per this TSOR, and where this TSOR interferes with or contravenes the above standards, the TCMSB TP 1332 standard will take precedence.
- 2.5.5 Site visits are required to ensure that the vessel constructed under this TSOR complies with all standards stated therein.
- 2.5.6 The Contractor must provide Canada or the Authorities in the contract with one electronic copy and one hard copy of all plans for the vessel under construction during the inspection.
- 2.5.7 Electrical systems on the vessel must be in accordance with TCMSB TP 1332 Section 8, "Electrical Systems."

## **3.0 OPERATIONAL REQUIREMENTS**

Unless otherwise stated, performance must be for Beaufort Force 4 conditions, in fresh water under normal load conditions. The vessel must be designed and constructed for ease of maintenance and repair, long life, and be easily supportable by local commercial facilities and suppliers.

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Desirable Range: 200 nautical miles with 10% reserve at 20 knot minimum speed.

### **3.1 CRUISING SPEED**

3.1.1 Cruising speed to be minimum of 20 Knots under normal load conditions.

### **3.2 MINIMUM SPEED**

3.2.1 Maneuvering speed to be minimum of 3 knots under normal load conditions.

### **3.3 STEERING AND MANOEUVERING CONTROLS**

3.3.1 Capable of steering 15° from heading in minimum Beaufort Force 4 conditions with seas in all directions (wind speeds 11 to 16 knots and wave heights 1 to 1.5 meters).

3.3.2 Steering and manoeuvring at 3 knots in Beaufort Force 4 conditions.

3.3.3 Maintain course, made good over the ground, when proceeding at a speed of 3 knots with a relative crosswind of 15 knots.

### **3.4 BEACHING**

3.4.1 Capable of beaching on soft ground (sand, earth or clay) at a maximum speed of 5 knots without damaging the hull.

3.4.2 Capable of beaching on hard soil (rock or concrete) at a maximum speed of 3 knots without damaging the hull.

### **3.5 ENVIRONMENTAL CONDITIONS**

The vessel must be capable of operating day or night in the following conditions:

3.5.1 Average ambient air temperature range: from -5°C to +30°C.

3.5.2 Average water temperature: 0°C to +20°C.

3.5.3 Waves 1 m to 1.5 m in height.

3.5.4 Wind speeds of 11 to 16 knots.

### **3.6 LAUNCHING, RECOVERY AND TRANSPORTATION**

The vessel must be readily road transportable on a boat trailer, must be able to be launched and recovered using the trailer at existing launch ramps.

### **3.7 MAINTENANCE**

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

## **4.0 PHYSICAL CHARACTERISTICS**

### **4.1 VESSEL PARTICULARS**

4.1.1 Overall length – Between 9.75 and 10.4 metres (excluding motors).

4.1.2 Overall breadth – Between 3.0 and 3.1 metres, maximum.

4.1.3 Depth – Molded depth between 1.80 and 1.85 metres.

4.1.4 Maximum draft to propellers – 1 metre (under normal load conditions).

4.1.5 Shape of hull – V-hull.

4.1.6 Cabin length – Between 3.6 and 4.0 metres with 0.25-0.30 meters walk-around between gunwale.

4.1.7 Vessel style – Aluminum hull with level working bow deck for safely pulling and setting of gillnets without snagging or tearing gillnets.

4.1.8 Propulsion – Twin two stroke outboard motors 250hp each.

4.1.9 Normal load conditions:

4.1.9.1 Three (3) crew members with equipment = 360 kg.

4.1.9.2 Fuel = Minimum 300 litres in both of the fuel tanks.

4.1.9.3 Equipment and supplies: 200 kg.

4.1.9.4 Payload capacity to be minimum 500 kg, / 1100 lb. in addition to full fuel

4.1.10 Overall height and width when trailered for transportation must not exceed limits set out in Provincial and Territorial highway and traffic regulations.

## **5.0 VESSEL CONFIGURATION**

### **5.1 GENERAL CONFIGURATION**

Aluminum hull vessel including cabin and console. The bow is to be a drop-down style with an open deck accessible by side decks around and through the cabin maximising the forward working area for the pulling and setting of gill nets. Bulwarks must be 4" – 6" in width, with rounded inside edges and be constructed such as they can accommodate large flat objects laying athwartships.

### **5.2 HULL**

5.2.1 Single V-hulled vessel.

5.2.2 The shape of the hull must not impede the flow of water to propulsion apparatus and must protect personnel on board from spray and waves.

5.2.3 The hull design shall be such that a sufficient number of watertight compartments, including hull compartments and low smoke and flame spread flotation foam or fire retardant flotation, or flotation devices will allow for adequate stability and positive buoyancy in a flooded condition.

5.2.4 The bow must be flared to the top of the bulwark maximising sea spray dispersion away from on board personnel and not snag or catch gillnets.

5.2.5 Bulwarks should be of a material that will allow large items to be carried athwartships, they should be clear of any encumbrances or protrusions.

### **5.3 DECK OUTFIT**

5.3.1 The scuppers on the work deck must be sized to allow sufficient drainage of the exposed deck surfaces, in accordance with TCMSB TP-1332.

5.3.2 A deck extension (engine pod) capable of holding two (2) 250 HP outboard engines and one 15 HP kicker must be installed at the stern.

5.3.3 Side rails must be welded aluminium pipe. Forward section is low to facilitate work over the side. Stern rail section must be elevated to provide ergonomic handhold for operators on deck

5.3.4 Fairlead openings should be of sufficient size to pass 5/8 lines through to cleats, & have non chafing corners. Cleats should be of aluminium & of such a size to accommodate 5/8" lines.

## 5.4 CONSOLE AND CABIN

Aluminum central console and cabin with windshields and side windows that extend upwards from console and around the cabin to the roof to provide protection from the elements for crew and equipment. Must be front and rear cabin door access.

## 5.5 IDENTIFICATION

- 5.5.1 The contractor will affix the Transport Canada Certificate of Registry (eg. C#####ON) for the vessel, on each side in accordance with Transport Canada's legislation.

## 6.0 OUTFIT - GENERAL

The cabin must include a steering console and navigation instrument panel designed for a work area and also function as a galley.

### 6.1 STEERING CONSOLE

A steering console is to be located on the starboard side of the cabin and placed to allow ingress/egress from steering station, but as much as possible not encroach on the usable deck space forward. The craft must be equipped with a steering system (starboard side) capable of withstanding the power of the vessel.

- 6.1.1 The steering console must be equipped with an ICON TOUCH 7.0 CTS touch screen, which will display the appropriate indicators below as recommended by the manufacturer of the propulsion system. At the very minimum, the following indicators must be monitored by the system:

- a) Fuel gauge
- b) Tachometer
- c) Voltmeter for the motor
- d) Temperature gauge
- e) Oil pressure gauge
- f) A tilt/trim indicator for each 250 HP motor

- 6.1.2 The throttle/transmission controls must be positioned on the starboard side of the console.

- 6.1.3 The console must be sufficiently large to house one (1) VHF marine radio, one (1) multiple display for GPS Map Plotter and Radar, One (1) for 3D depth sounder and ICON TOUCH 7.0 CTS touch screen display for indicators previously mentioned at the minimum. The console must be angled at 30 to 45 degrees for the comfort of the pilot and to accommodate the steering wheel, motor controls, switchboard, lighting system and indicators.

- 6.1.4 The following alarms must be installed: bilge high water alarm and bilge vapour alarm.

- 6.1.5 Two (2) 12-V cigarette lighter type electrical plug-ins, one on the port instrument panel and the other on the starboard instrument panel.

### 6.2 STEERING SYSTEMS

Steering systems must be remote hydraulic with self-contained oil reservoir, with a maximum of 4.0 turns from hard over to hard over. Specific propulsion systems may have



their own requirements for steering which must be adhered to and excludes the 15 HP kicker engine.

- 6.2.1 All hydraulic steering hoses must be installed to avoid any physical damage, pinching or friction wearing.
- 6.2.2 Hydraulic hoses must be of sufficient length and diameter to prevent pulsing. They must also be suited to installation in a marine environment and have stainless steel fittings.
- 6.2.3 The connection between the steering wheel and the console must be robust enough to eliminate fore and aft and lateral movement of the wheel/steering shaft mechanism.
- 6.2.4 The steering wheel must be stainless steel and may be rubber or plastic covered. The steering wheel must be stiff enough that during rough water operations there is no flexing of the wheel, and the wheel should be padded to provide a comfortable non-slip surface for the operator to grip.

### 6.3 SEATING

#### 6.3.1 Operators seating

Adjustable height Captain Chairs seating that can comfortably accommodate pilot and navigator independently side-by-side must be provided and installed.

#### 6.3.2 Passenger seating

Passenger seating for three (3) at the galley table situated on the port side of the cabin.

### 6.4 WINDOWS

The cabin windows must have proven aluminum frames and safety glass and be sized for maximum visibility (compliant with TCMSB TP-1332) throughout the cabin. There must be a window on either side of the waterproof walk-through door at the front of the cabin. The front walk-through door must have a window and the starboard window next to the steering console must be able to slide, be screened and be waterproof when closed. The rear door must have a portion that has a sliding portion that is screened and waterproof when closed.

Variable speed fans with controllers must be installed on each of the front window excluding the walk-through door inside the cabin.

### 6.5 WINDSHIELD WIPERS

Windshield wipers must be installed on the windshields on both sides of the walk-through door. Windshield wipers must cover a minimum of 60% of the windshield surface.

### 6.6 HANDHOLDS

Handholds must be installed, at the very minimum, in the following locations:

- 6.6.1 Two (2) on the dash within reach of the operator and the navigator's positions.
- 6.6.2 Two (2) behind the operator's seating.

### 6.7 MOORING CLEATS

- 6.7.1 Two (2) mooring cleats must be installed on the transom of the vessel.
- 6.7.2 The cleats must be fabricated in aluminum or stainless steel and fitted with a reinforcement plate for extra sturdiness.

## 6.8 TOWING POST

Towing bollard must be affixed (2,500 lbs tow capacity) aft on the craft and tested.

- 6.8.1 A cruciform towing bollard with motor guards must be fitted aft and extend approximately 0.3 m above the motors.

## 6.9 STOWAGE

- 6.9.1 Stowage compartments for small pieces of equipment must be installed under the seats, under the console, on the deck under the upper part of the bulwark and wherever it is possible to maximize stowage space.
- 6.9.2 The larger stowage compartments must be lockable. Stowage arrangements shall be provided for safe, secure and accessible stowage of an anchor, cable, and other equipment in a lockable aft box.
- 6.9.3 Trays and clamps for stowing oars, pike poles, etc. must be fitted along the inner sides under the top of bulwarks.

## 6.10 CABLE CONDUITS

Cable conduits must be installed to carry electrical cables mounted internally. They must be fitted with easily removable covers and be of sufficient size to accommodate additional wiring for future installations.

Cables must be bundled wherever possible. All cable bundles must run through protective conduits. Where this is not possible, the cables and conductors must be attached with strain relief supports such as straps or brackets, spaced at 18-inch intervals for horizontal runs and 14-inch intervals for vertical runs.

Cables and conductors that pass through sealed joints, decks, bulkheads or any other exposed surface must be installed so as to maintain the watertightness of the structure. Cable entries into sealed enclosures must be fitted with appropriately sized marine-use cable glands.

Cables and conductors passing through structures that are not fitted with marine-use cable glands must be protected from frictional wear by abrasion resistant grommets.

Where possible, avoid passing cables through foam-filled spaces. If they must, pass them through PVC piping. The piping must be installed so as to prevent it from collecting water.

## 7.0 HULL

All components and structures (hull, deck, cabin, seats, etc.) must be strong enough to withstand the horizontal and vertical impact loading associated with the operational requirements of the craft while under normal load conditions.

- 7.0.1 The hull, deck and console exteriors must be welded seam construction. Sections of the structure subjected to vibrations near machinery bed plates and in the bow area exposed to impact must also be welded seam.
- 7.0.2 The hull must be designed to house a sufficient number of foam-filled watertight compartments to maintain adequate stability and provide good flotation when the craft is flooded and loaded. The foam must be Foamsulate TM 4255-245 or equivalent, injected in accordance with the CAN/ULC S705 standard.
- 7.0.3 The deck over the watertight compartments must be fitted with watertight, bolt-on



plates or hatches that are easily removed to repair the tanks and flotation compartments underneath; separate covers (20.3 cm [8 in]) for inspecting fuel system components and for quick access to functional areas in accordance with TCMSB TP-1332.

- 7.0.4 Beaching shoe – A protective shoe of aluminum must be fitted at the full length of the keel and extend at least 100 mm on either side of the keel to prevent damage from grounding or similar hazards. This shoe must not detract from performance or seakeeping abilities, and it must be capable of withstanding the horizontal and vertical impact loading associated with the vessel's operational requirements.
- 7.0.5 A bow eye must be installed on the bow of the craft for towing purposes.
- 7.0.6 Two (2) eyelets must be fitted to the transom for securing the craft to the trailer.

## **8.0 EMERGENCY AND SAFETY EQUIPMENT**

The following items must be provided with appropriate stowage and securing accessories. All fittings, Contractor supplied, must be in heavy duty, corrosion resistant 316 grade stainless steel. All items must be readily accessible.

- a) Two (2) oars with stowage brackets.
- b) Two (2) fire extinguishers (Class 5BC, marine grade) with mounting brackets installed onboard.
- c) One (1) man overboard rescue cradle for horizontal rescue/recovery of patients which stores attached out of the way and ready for use (eg. Ferno Sea Scoopa).
- d) One (1) man overboard lifesaver buoy with mounting bracket.
- e) One (1) boathook with mounting bracket.
- f) Two (2) anchors of suitable size and material including chain and rope (stored in a compartment in the fore end of the boat)

## **9.0 SYSTEMS – GENERAL**

### **9.1 PROPULSION SYSTEM**

Twin outboard motors, supplied and installed by the contractor according to manufacturer's instructions. Motors must be the same make and model, 250 HP Evinrude E-TEC GEN 2, counter-rotating two stroke outboards. The contractor will supply all controls and gauges and hardware for the Evinrude motors including the 15 HP H.O. E-Tec kicker. All motor equipment and accessories installed must be approved by the motor manufacturer. Contractor must not use equipment or accessories with or perform tests on the motors that could in any way nullify the manufacturer's warranties.

### **9.2 PROPELLER(S)**

- a) Provide Three (3) sets of propellers, (one set is spare for each of the main outboards and the kicker) must be supplied by the Contractor for the craft being built.
- b) Propellers must be properly sized and Contractor installed.
- c) The Contractor must inform the technical authority of the appropriate pitch and diameter of the propellers to meet the performance requirements as determined by the design control drawn up by the Contractor.

## **9.3 CONTROLS**

- a) The electronic propulsion control system installation must include a ICON II EST Premium digital multiple-engine binnacle control located on the starboard side of the helm console. The controls must conform to the motor manufacturer's recommendations and must not interfere with any of the other controls.
- b) Evinrude i Dock Joystick Control System to be installed on helm console according to Manufacturers specifications.
- c) Controls to be supplied by the contractor.
- d) The trim must be synced between the two motors along with controls that allow for the individual trim adjustment as well.
- e) If possible, the motor package should incorporate a lanyard style automatic shutdown feature (kill switch) for the outboard motors, to be mounted near the ignition switches.

#### **9.4 VERIFICATION OF INSTALLATION**

The installation of the motors, drive units, controls, lubrication and fuel systems, manometers and battery connections, are to be verified by an authorized technician. The engines are to be started by an authorized technician, who shall write a report and submit a copy to the technical authority.

#### **9.5 ENGINE BREAK-IN**

The Contractor must adhere to the manufacturer's break-in procedures.

#### **9.6 PROTECTION OF CONTROLS**

All control cables, electrical wiring for the engines and the steering hydraulic hoses are to be installed in UV resistant plastic pipes (looms) or equivalent. Pipes are to be installed so that no cable is immersed in water.

#### **9.7 FUEL SYSTEM**

The complete fuel system must be supplied, installed, labeled and tested in accordance with Section 7 of TCMSB TP 1332 and ABYC specifications.

- a) The fuel system must include one (1) fuel filter/ water separator per motor with clear bowl, suitable for fuel supply to the gas-powered outboard motors.
- b) All fuel valves must be readily accessible and labeled as per TCMSB TP 1332.
- c) The locking fuel filler must be located in an accessible, watertight ventilated compartment designed to capture fuel from overfilling or blow back and prevent it from entering the vessel, as per TCMSB TP 1332.
- d) The fuel tanks must be equipped with an anti-siphon valve on each suction.
- e) Fuel tank vent pipes are to be equipped with a non-return check valve.

#### **9.8 FUEL TANK**

- a) The vessel must be equipped with two (2) fuel tanks with baffles, if needed.
- b) Total capacity must be at least three hundred (300) litres.
- c) The fuel tanks must undergo a hydrostatic test or air test at 3.0 lb/in<sup>2</sup> and be labelled in accordance with TCMSB TP-1332.
- d) The fuel tanks must be fitted with a fuel gauge and wired to the ICON TOUCH 7.0 CTS touch screen located on the dash of the console.

- e) The fuel tanks must be fitted with anti-siphon valves installed at each suction if the flow meets the manufacturer's requirements.
- f) The two (2) fuel tanks must be fitted with interconnect valves so that the motors can draw fuel from either tank. The valves must be clearly marked.

## **10.0 ELECTRICAL SYSTEM**

The electrical system design, selection of components and installation must meet the CSA C22.2 N° 183.2-M1983 (R1999) standard, DC Electrical Installations on Boats, and the TCMSB TP-1332 and/or the ABYC "E" standards to which the present document refers. All electrical equipment and materials must be installed according to the manufacturer's specifications. The electrical equipment which must be watertight (e.g., the switchboard on the console) will be deemed acceptable if it meets IP66 standards. It must include a breaker panel with at least ten (10) circuits. The Contractor must ensure that the breaker panel can be expanded 10% or house at least two (2) spare breakers (whichever option provides more capacity).

A 12 V DC distribution system must be provided to power motor start-up and vessel service loads. The system must include the following:

- a) Navigation equipment
- b) Navigation lights
- c) Interior lighting
- d) Instruments
- e) Bilge pump(s)
- f) Electronic systems
- g) Communication systems
- h) Pressurized potable water system
- i) Fridge
- j) Windshield wipers
- k) Windshield fans

All electrical equipment must be installed so as to function without causing interference to other equipment or the magnetic compass.

Electrical equipment must be readily accessible for maintenance.

Two (2) marine grade 12 V cigarette lighter type electrical plug-ins must be installed on or near the operator's console.

### **10.1 BATTERIES, SWITCHES AND CHARGERS:**

- a) The vessel is to be equipped with a system of two (2) deep-cycle marine batteries, with a selector switch and connected in accordance with the motor manufacturer's technical specifications.
- b) Batteries must be marine grade glass mat or gel type maintenance free to eliminate leakage, and a minimum 800 deep-cycle cranking amps.
- c) Battery switches must be recessed to prevent snagging or accidental switching.
- d) Battery compartments must be watertight and fitted with a suitable means of gas venting.

## 10.2 LIGHTS

- a) Backscatter of console lights must be minimized in the design. In all cases, quality marine grade dimmers must be fitted wherever practicable and be able to dim engine monitoring gauges and other indicators separately from compass illumination.
- b) Navigation lights must conform to CSA Collision Regulations.
- c) Navigation lights must be permanently attached and watertight.
- d) The lamps in the navigation lights must be designed to resist vibration and humidity and must be protected from damage while lying alongside another vessel or a wharf.
- e) Navigation lights must be mounted so as not to impede the view of the operator.
- f) The all-around mast and anchor light must be located on the roof of the cabin. Two dash switches must be supplied and labelled as follows: Nav 1 (masthead and anchor) and Nav 2 (sidelights).
- g) 12 V seven inch (7") roof mounted water tight search light wired into the boats electrical system with console mounted remote control with a minimum of 300 ° rotation .
- h) Port and starboard LED flood lights mounted on the cabin and controlled independently by two switches marked accordingly.

## 10.3 PUMP AND DRAINAGE

- a) A bilge pump of a suitable size must be fitted in each watertight division as well as a manual diaphragm type bilge pump. The bilge pump must be located so that it draws from the lowest point of the hull. Piping is to direct the bilge pump discharge directly overboard. The electric bilge pump must have a control for activating it automatically when water is present in the bilge. The electric bilge pump control switch must be located on the operator's console, with settings for 'on', 'off' and 'automatic' operation. An indicator light and an audible alarm must be installed at the console and must activate when the bilge pump is operating. Bilge pump(s) must be wired directly to the battery, so that it is always in readiness, as per TCMSB TP 1332 requirements.
- b) Rapid drain freeing ports must be located at the stern of the vessel.
- c) Hull drainage - a non-corrosive threaded plug must be provided at the lowest point to drain the hull when the vessel is out of the water.

## 10.4 MAGNETIC COMPASS

The Contractor is to supply and install a Ritchie-Helmsman 740 series compass or equivalent with cover, mounted in the operator's console. A non-white (red or green) light source must be connected to the 12 V DC electrical system and fitted with its own waterproof marine-grade dimmer switch. Compass must be adjustable for deviation.

## 11.0 ELECTRONIC AND NAVIGATIONAL EQUIPMENT

This vessel is to be equipped, and integrated with the following electronics navigation package, with displays located across the forward dash on mounting brackets, in addition to the COLREGS required equipment. Arrangement to be approved by the owner's TA. All antennas must be mounted on the roof and fitted with detachable connections for overland

transportation. All cable entries must pass through watertight cable glands. Any modifications must be approved in advance by Canada.

- a) One (1) Garmin VHF Automatic identification System (AIS) radio with antenna. AIS to be displayed on chart plotter.
- b) One (1) Garmin 18HD radar with radome with 48 Nautical mile capacity displayed on chart plotter screen.
- c) One (1) Garmin GPS Map 922 Touch Screen chart plotter with world-wide base map.
- d) One (1) Garmin Panoptix 3D sonar unit with Real Vu 3D Forward, 3D Historical and 3D Down.

## **12.0 PAINING AND CORROSION PROTECTION**

- a) All aluminum components of the vessel, with the exception of the hull, must be covered using Zolatone or equivalent military grey powder paint.
- b) Before delivery of the vessel, the Contractor must verify that all unpainted, exposed aluminum surfaces are free of imperfections, including manufacturing marks, scratches, gouges and stains.
- c) The hull must be protected with sacrificial anodes bolted to the vessel as necessary for protection of the hull and motor in a freshwater environment.
- d) Surface finish of the entire weather exposed decking and tops of bulwarks must be painted and be non-skid and non-slip.

## **13.0 TRAILER**

- a) The trailer is to be rated approximately 20% over the anticipated 'wet' weight of the vessel having the following features:
  - a. welded galvanized steel construction, tandem axle;
  - b. with axle bearing protection and grease nipple;
  - c. brake, running, turn signal, and backing lighting with seven (7) pin RV wiring connector;
  - d. electric, jurisdiction compliant braking system;
  - e. bow winch assembly with winch strap and bow chock;
  - f. radial tires;
  - g. tongue jack, with wheel;
  - h. full size wheel mounted spare tire and carrier;
  - i. rollers, brake flush kit;
  - j. heavy duty 'stand-on' fenders and;
  - k. hitch to accommodate a two and five-sixteenths (2 5/16) inch ball.
- b) The trailer shall be equipped with fenders and mudguards, which conform to Transport Canada Standards, and have adequate signal lights. The trailer shall be provided with two (2) galvanized safety chains and shackles of suitable size and rating. All electrical connections are to be sealed from the atmosphere
- c) The trailer must be equipped with a two (2) speed manually operated winch of a suitable size and rating with a web strap cable with a hook rated for the trailer design load. Web strap length must be at least 914 cm. The sides of the trailer shall be fitted

with two (2) eyes per side for shackles to secure the vessel to the trailer. The Contractor shall supply two (2) adequate adjustable hold down cables/straps. A galvanized safety chain and shackle must be provided on the front of the yoke assembly for securing the bow of the vessel.

- d) The trailer must be adjusted for the vessel. The winch, stand and turnbuckles are to be capable of withstanding long journeys on rough terrain.
- e) The trailer is to be certified so that the trailer can be used on public roadways in all Provinces and Territories.

#### **14.0 TESTS AND TRIALS**

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

- a) Weight
- b) Construction quality
- c) Propulsion motor, including starting
- d) Propulsion controls
- e) Steering system
- f) Fuel system
- g) Electrical system
- h) Electronics

#### **14.1 SEA TRIALS – GENERAL**

**Sea Trials** - must be conducted by the Contractor to demonstrate the vessel and its equipment conform to the requirements as stated in the Contract. All expenses incidental to the trials, including fuel, are to be borne by the Contractor unless otherwise specified. A crew provided by the Contractor must operate the vessel during sea trials.

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

**Endurance Trial** - The vessel must operate at maximum speed for a minimum of ten (10) minute intervals in fully loaded condition over a one (1) hour period, taking into consideration the break-in procedures for the equipment. During the endurance trials, it must be demonstrated that all parts of the propulsion system are in full operation. All systems must be operated to check for proper lubrication, control and alignment. Fuel consumption must be recorded for the one-hour trial.

**Astern Propulsion** - The vessel must be operated and manoeuvred using astern



propulsion to establish the astern performance. During the backing performance tests the throttles must be set to provide 1/3 of the rated engine horsepower. In order to demonstrate astern performance of the motors in an emergency stop and to test the strength of the baseplates, the motors must be subjected to two (2) stops from full power ahead at maximum speed to dead in the water using reverse thrust. The time required to perform this trial must be recorded.

**Steering Gear** - Tests must be conducted on the steering gear to demonstrate the efficacy of the steering system under all operational conditions. Manoeuvring tests must be performed to ensure that the vessel meets the stated requirements. Manoeuvring trials must be conducted under the normal load condition and repeated under the full load condition.

The contracting authority and the technical authority must be notified no less than two (2) weeks prior to sea trials. At a minimum, the technical authority may witness and attend the sea trials. Sea trial results must be forwarded to Fisheries and Oceans Canada prior to delivery of the vessel.

At the conclusion of sea trials the vessel must be thoroughly cleaned and inspected. Engine cooling systems must be flushed through with fresh water. The Contractor must repair, to the satisfaction of Fisheries and Oceans Canada, any damage to the vessel or its equipment resulting from sea trials.

For the purpose of the trials, normal charge conditions are understood to be the base vessel, all normal equipment, a full tank of fuel, and any other item or load specified in the Vessel Particulars (see Section 4.1).

Inspection, prior to delivery must not be performed until all tests have been satisfactorily completed with data available for review by the technical authority. The vessel must be ready for delivery in all respects, except for the final preparation for shipment. The Contractor must provide personnel, as required to answer any questions and to demonstrate equipment operation, maintenance, accessibility, dismantling and installation. The Contractor must document the results of the final inspection and provide these results to the technical authority along with a hard copy of the trial results, which must be shipped with the deliverables for the vessel. Where applicable, serial numbers and other identifying information must be recorded for the vessel and motor and submitted to the technical authority.

The Contractor must record and document all stability calculations and trial results (as per TCMSB TP1332) and make them available as set out in Section 14.3, Technical Publications.

A delivery inspection will be performed by the technical authority or a representative of the technical authority at the delivery location prior to acceptance by Fisheries and Oceans Canada. The Contractor must repair, to the satisfaction of Fisheries and Oceans Canada, any damage to the vessel or equipment resulting from shipping. The Contractor must record the results of the acceptance inspection and submit them to the contracting authority for acceptance of the vessel.

The Contractor must maintain records of testing for the vessel for a minimum of two (2) years. The Contractor must prepare a testing check sheet that certifies that each test has been completed. The check sheet must indicate the actual weight of the vessel in light condition. The check sheet must also indicate the total loaded weight.

## **15.0 DOCUMENTATION**

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

### **15.1 IDENTIFICATION PLATE**

Identification Plate(s) are to be affixed in accordance with TCMSB TP-1332

### **15.2 TECHNICAL PUBLICATIONS**

The Contractor must provide, upon delivery of the vessel, complete sets of technical publications, including a detailed owner/operator manual that contains a physical and functional description of the vessel, its machinery and equipment, and the documents pertaining to the delivery testing and sea trial results. The manual must include but not be limited to sections such as: General Information, Technical Information, and Spare Parts List.

The Contractor must provide a number of copies of the technical publications, including the following:

- a) One (1) complete hard copy and one (1) complete electronic copy on a USB key of all technical publications for the operator. The copies are to be delivered with the vessel.
- b) One (1) complete hard copy and one (1) complete electronic copy on a USB key of all technical publications for the technical authority. The copies must be delivered to the address indicated in the contract.

### **15.3 GENERAL INFORMATION SECTION**

The General Information Section must include a description of the layout and function of all structures, systems, fittings and accessories that comprise the vessel, along with related illustrations:

- a) Operating procedures
- b) Basic operating information (temperatures, pressures, flow rates)
- c) Installation requirements and drawings, assembly and disassembly, with detailed illustrations showing each step
- d) Recommended preventive maintenance
- e) Complete troubleshooting procedures

### **15.4 TECHNICAL INFORMATION SECTION**

The Technical Information Section must include a complete set of detailed owner/operator manuals, drawings, parts lists and supplemental data for all components of the vessel. These documents may be compiled by the Contractor or acquired from external sources and will cover the following elements:

- a) Original spare parts list: The list must include the name, part number and serial number, if applicable, of the parts, items or components and must indicate the



supplier (name, address, phone number, email address) of the part, item or component and in which part of the specifications it appears.

- b) Hull: data on the hull.
- c) Equipment serial numbers and warranty cards.
- d) Testing Check Sheet for shop pre-trial.
- e) Motor and equipment: serial numbers of motors and propulsion system.
- f) Electronic components (if applicable): model and serial numbers.
- g) Regulatory and stability information, as set out in TCMSB TP-1332.

15.4.1 All components fitted to the vessel must have the maintenance data sheet completed before acceptance of the vessel from the Contractor. This information will be used to populate the database for the maintenance of the vessel.

15.4.2 Acceptance certificates and compliance sheets or certificates distributed with equipment (such as life saving appliances, engine test reports, calibration certificates, Nav light certificates, fire suppression material certificates and flotation foam rating sheets).

15.4.3 Technical publications must also include a list of original spare parts that should be stocked on board. At a minimum, the list must contain the following elements (if indicated):

- a) Propulsion: propellers, filters, water pump impeller, batteries, throttle and shift cables and special tools for the motor.
- b) Electrical components: panel breakers, fuses, light bulbs
- c) Vessel structure and fittings: assortment of commonly used fasteners.

## **15.5 ADDITIONAL DELIVERABLE DOCUMENTS**

The following additional documents must be provided with each set of manuals delivered:

- a) A Tonnage Registration Certificate in accordance with the TP 13430 standard (<http://www.tc.gc.ca/eng/marinesafety/svcp-gt-3948.htm>).
- b) Registration with the Small Vessel Compliance Program, found at: <http://www.tc.gc.ca/eng/marinesafety/svcp-menu-3633.htm>.
- c) Two (2) sets of bills of sale for the vessel must be delivered. One copy is to be provided in the manuals delivered with the vessel, and the other will be delivered with the manuals for the technical authority.
- d) Test and trial results as per Appendix A
- e) Builder's tests and testing check sheets completed during construction

## **16.0 SHIPPING AND DELIVERY**

Prior to shipping the vessel must be cleaned, preserved and covered in accordance with this section.

- a) Prior to shipping, the vessel must be secured to its trailer, cleaned, fitted with appropriate protection and covered in accordance with the provisions of this section. All parts of the vessel must be cleaned before wrapping it for shipping. The bilges must be dry and free of oil and the fuel tanks must be filled, with fuel stabilizer added.

- b) The propulsion system must be preserved in accordance with the manufacturer's recommendations for storage of up to one (1) year in an environment that will be subjected to freezing temperatures.
- c) Batteries must be disconnected. A warning plate is to be tied to the steering wheel with a wire indicating that the vessel has been protected for shipping and storage and must not be started until the propulsion machinery has been reactivated.
- d) All contact points with the vessel are to be padded. A shrink wrap cover is to be provided to protect the vessel during shipping and storage.
- e) The boat must be delivered to the following address at the cost of the Contractor: Fisheries and Oceans Canada, 501 University Crescent, Winnipeg, Manitoba R3T 2N6.

N° de l'invitation - Sollicitation No.  
F2441-170021  
N° de réf. du client - Client Ref. No.  
F2441-170021

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

Id de l'acheteur - Buyer ID  
XLV166  
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**BEAUFORT FORCE 0**  
WIND SPEED: LESS THAN 1 KNOT  
SEA: SEA LIKE A MIRROR



**BEAUFORT FORCE 1**  
WIND SPEED: 1-3 KNOTS  
SEA: WAVE HEIGHT 1M (3.3FT), RIPPLES WITH THE APPEARANCE OF SCALES, BUT WITHOUT FOAM CRESTS



**BEAUFORT FORCE 2**  
WIND SPEED: 4-6 KNOTS  
SEA: WAVE HEIGHT 2-3M (5-10FT), SMALL WAVELETS, CRESTS HAVE A GLASSY APPEARANCE AND DO NOT BREAK



**BEAUFORT FORCE 4**  
WIND SPEED: 11-16 KNOTS  
SEA: WAVE HEIGHT 1-1.5M (3.3-5FT), SMALL WAVES BECOMING LONGER, FAIRLY FREQUENT WHITE HORSES



**BEAUFORT FORCE 5**  
WIND SPEED: 17-21 KNOTS  
SEA: WAVE HEIGHT 2-2.5M (6-8FT), MODERATE WAVES TAKING MORE PRONOUNCED LONG FORM, MANY WHITE HORSES, CHANCE OF SOME SPRAY



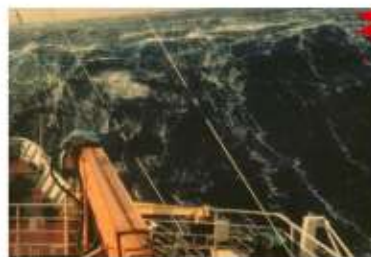
**BEAUFORT FORCE 6**  
WIND SPEED: 22-27 KNOTS  
SEA: WAVE HEIGHT 3-4M (9.5-13 FT), LARGER WAVES BEGIN TO FORM, SPRAY IS PRESENT, WHITE FOAM CRESTS ARE EVERYWHERE



**BEAUFORT FORCE 7**  
WIND SPEED: 28-33 KNOTS  
SEA: WAVE HEIGHT 4-5.5M (13-18 FT), SEA HEAPS UP, WHITE FOAM FROM BREAKING WAVES BEGINS TO BE BLOWN IN STREAKS ALONG THE WIND DIRECTION



**BEAUFORT FORCE 8**  
WIND SPEED: 34-40 KNOTS  
SEA: WAVE HEIGHT 5.5-7.5M (18-25FT), MODERATELY HIGH WAVES OF GREATER LENGTH, EDGES OF CREST BEGIN TO BREAK INTO THE SPINDRIFT, FOAM BLOWN IN WELL MARKED STREAKS ALONG WIND DIRECTION



**BEAUFORT FORCE 9**  
WIND SPEED: 41-47 KNOTS  
SEA: WAVE HEIGHT 7-10M (23-33FT), HIGH WAVES, DENSE STREAKS OF FOAM ALONG DIRECTION OF THE WIND, WAVE CRESTS BEGIN TO TOPPLE, TUMBLE AND ROLL OVER, SPRAY MAY AFFECT VISIBILITY



**BEAUFORT FORCE 10**  
WIND SPEED: 48-55 KNOTS  
SEA: WAVE HEIGHT 9-12.5M (29-41FT), VERY HIGH WAVES WITH LONG OVERHANGING CRESTS, THE RESULTING FOAM IN GREAT PATCHES, IS BLOWN IN DENSE WHITE STREAKS ALONG WIND DIRECTION, ON THE WHOLE, SEA SURFACE TAKES A WHITE APPEARANCE, TUMBLING OF THE SEA IS HEAVY AND SHOCK-LIKE, VISIBILITY AFFECTED



**BEAUFORT FORCE 11**  
WIND SPEED: 56-63 KNOTS  
SEA: WAVE HEIGHT 11.5-16M (37-52FT), EXCEPTIONALLY HIGH WAVES, SMALL, MEDIUM SIZED SHIPS MAY BE LOST TO VIEW BEHIND THE WAVES, SEA COMPLETELY COVERED WITH LONG WHITE PATCHES OF FOAM (WIND ALONG WIND DIRECTION EVERYWHERE), THE EDGES OF WAVE CRESTS ARE BLOWN INTO FROTH



**BEAUFORT FORCE 12**  
WIND SPEED: 64 KNOTS  
SEA: SEA COMPLETELY WHITE WITH DRIVING SPRAY, VISIBILITY VERY SERIOUSLY AFFECTED, THE AIR IS FILLED WITH FOAM AND SPRAY

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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.	<b>Known Work –( boat)</b> As per Part 7, article 7.2 and Annex A - Technical Statement of Requirement and Annex D - Bidders Questions and Canada's Responses	2	\$ _____
b.	<b>Known Work –(trailer)</b> As per Part 7, article 7.2 and Annex A - Technical Statement of Requirement and Annex D - Bidders Questions and Canada's Responses	2	\$ _____
c.	<b>Shipping and Delivery (Boat and trailer) Incoterms 2000 DDP to destination</b> Destination Winnipeg. Mb per Part 7, article 7.4.4 and 7.4.5	2	\$ _____
d.	<b>PRICE [a + b + c ]</b>  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.	<b>Known Work – additional (boats)</b> As per Part 7, article 7.2 and Annex A - Technical Statement of Requirement and Annex D - Bidders Questions and Canada's Responses. <b>Shipping and Delivery Incoterms 2000 DDP to destination excluded</b>	2	\$ _____	\$ _____ <sup>1</sup>
b.	<b>Known Work –additional (trailers)</b> 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.	<b>PRICE [a + b]</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.

**Overtime**

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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

Completed and updated during the solicitation process.

[illegible]



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**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.	<b>Known Work –(boat)</b> As per Part 7, article 7.2 and Annex A - Technical Statement of Requirement and Annex D - Bidders Questions and Canada's Responses	2	\$ _____
b.	<b>Known Work –(trailer)</b> As per Part 7, article 7.2 and Annex A - Technical Statement of Requirement and Annex D - Bidders Questions and Canada's Responses	2	\$ _____
c.	<b>Shipping and Delivery (Boat and trailer) Incoterms 2000 DDP to destination</b> Destination Winnipeg, Mb per Part 7, article 7.4.4 and 7.4.5	2	\$ _____
d	<b>Unscheduled Work (for evaluation)</b> <i>Labour Cost:</i> Estimated labour hours at a firm <i>Charge-out Labor Rate</i> , including overhead and profit: <b>50</b> person hours X \$ _____ per hour for a PRICE of: See articles E-1 below.	50	\$ _____
e.	<b>EVALUATION PRICE [a + b + c + d]</b>  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 2 additional boats and 2 trailers (GST/HST and transportation charge excluded): A firm price of \$ \_\_\_\_\_ (CAD) per boat.

#### **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 boats & trailers** 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	<u>Request for Proposal</u> document part 1 page 1 completed and signed;	<b>M</b>	<input type="checkbox"/>
	Part 3	3.2	Section I- Technical Bid	<b>M</b>	<input type="checkbox"/>
	Part 3	3.3	Section II – Management Bid Option 1 or Option 2	<b>M</b>	<input type="checkbox"/>
	Part 3	3.4	Section III - Financial Bid - Annex D- Detailed Financial Bid Presentation Sheet	<b>M</b>	<input type="checkbox"/>
	Part 3	3.3.13	Project Schedule	<b>M</b>	<input type="checkbox"/>
	Annex F	Annex F	Bid Package Checklist		
	Annex H	Annex H	Federal Contractors Program for Employment Equity- Certification	<b>M</b>	<input type="checkbox"/>
	Part 2	2.4	Applicable laws	<b>48 hrs.</b>	<input type="checkbox"/>
	Part 3	3.3.6 or 3.3.14	Subcontractors	<b>48 hrs.</b>	<input type="checkbox"/>
	Part 3	3.3.3 or 3.3.12	Contractor quality Management Plan	<b>48 hrs.</b>	<input type="checkbox"/>
	Part 7	7.5.3	Contractor representative	<b>48 hrs.</b>	<input type="checkbox"/>
	Part 6	6.3	Insurance requirement	<b>48 hrs.</b>	<input type="checkbox"/>
	Part 5	5.2.3.1	Worker Compensation Certificate	<b>48 hrs.</b>	<input type="checkbox"/>
	Part 5	5.2.3.2	Welding certification - Bid	<b>48 hrs.</b>	<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
<b><u>Other documentation after contract award ( Reminder)</u></b>					
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)