



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

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**

11 Laurier St. / 11, rue Laurier

Place du Portage , Phase III

Core 0B2 / Noyau 0B2

Gatineau

Québec

K1A 0S5

Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

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

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

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

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

Comments - Commentaires

Title - Sujet 6 Meter Aluminum Hull Vessel	
Solicitation No. - N° de l'invitation 5P307-181113/A	Date 2019-06-04
Client Reference No. - N° de référence du client 5P307-181113	
GETS Reference No. - N° de référence de SEAG PW-\$\$MC-035-27347	
File No. - N° de dossier 035mc.5P307-181113	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-07-15	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Roy, Tania	Buyer Id - Id de l'acheteur 035mc
Telephone No. - N° de téléphone (819) 420-0845 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

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

Issuing Office - Bureau de distribution

Ship Construction, Refit and Related Services/Construction navale, Radoubs et services connexes

11 Laurier St. / 11, rue Laurier

6C2, Place du Portage

Gatineau

Québec

K1A 0S5

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

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PART 1 - GENERAL INFORMATION

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 Requirements, the Basis of Payment, the list of subcontractors, the Bidder Questions and Canada Responses, the Inspection/Quality Assurance/Quality Control and the Mandatory Evaluation Criteria.

1.2 Summary

1.2.1 Parks Canada has a requirement for one (1) welded aluminum 5.3 to 5.7 meter vessel complete with trailer built in accordance with Annex "A" – Technical Statement of Requirement (TSOR)

Delivery Date:

While delivery is requested by December 15, 2019; the best delivery that could be offered is _____.

Delivery Location:

Lake Superior National Marine Conservation Area
22 Third Street,
Nipigon, ON.
P0T 2J0

1.2.2 The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA) 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.

1.4 Restriction on Bidding

This is a bid solicitation for construction of ship(s) that are less than 1000 tonnes in lightship displacement. The two shipyards selected by Canada under the National Shipbuilding Strategy for the combat and non-combat vessel work packages are not eligible to bid on it. Accordingly, neither Irving Shipbuilding Inc., Vancouver Shipyards Company Ltd., nor any of their subsidiaries or affiliates nor the person who controls any of them ("subsidiary", "affiliate", "control" and "person" are all as defined in the Canada Business Corporations Act. R.S.C. 1985, c C-44 as amended) is eligible to submit a bid or be awarded a contract for the work of this bid solicitation. By submitting a bid to this bid solicitation, a bidder is certifying that it is in compliance with the above restriction. It is a term of any contract that results from this solicitation that if this certification is untrue, whether made knowingly or unknowingly, Canada shall have the right, pursuant to the default provisions of the resulting contract, to terminate the resulting contract for default.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

The 2003 standard instructions is amended as follows:

- Section 08, entitled Transmission by facsimile or by epost Connect, is amended as follows:
subsection 2. is deleted entirely and replaced with the following:

2. 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.
 - i. PWGSC, National Capital Region: The only acceptable email address to use with epost Connect for responses to bid solicitations issued by PWGSC headquarters is:

tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

or, if applicable, the email address identified in the bid solicitation.

- ii. 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 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 mailing 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. The Bid Receiving Unit will send an acknowledgement of the receipt of bid document(s) via the epost Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or the Bid Receiving Unit. This acknowledgement will confirm only the receipt of bid document(s) and will not confirm if the attachments may be opened nor if the content is readable.
 - i. Bidders must ensure that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in epost Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the epost Connect system.
 - j. A bid transmitted by epost Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with section 05.

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

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

The [2003](#) (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

2.1.1 SACC Manual Clauses

[1028](#) (2010-08-16) – Ship Construction – Firm Price
[A9125T](#) (2007-05-25) – Valid Labour Agreement
[B1000T](#) (2014-06-26) – Condition of Material – Bid

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B3000T (2006-06-16) – Equivalent Products
B4024T (2017-07-01) – No Substitute Products

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 in the bid solicitation.

Note: For bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

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

2.3 Enquiries - Bid Solicitation

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

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

2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (*insert the name of the province or territory*).

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 15 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

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

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:

- Section I: Technical Bid (2 hard copies)
- Section II: Management Bid (2 hard copies)
- Section III: Financial Bid (1 hard copy)
- Section IV: Certifications (2 hard copies)

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). 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.

It is the sole responsibility of Bidders to provide sufficient information for Canada to adequately assess its bid.

3.2 Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach 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 vessel will be fully seaworthy, operable and fit in all regards for the purposes intended.

3.2.1 Preliminary Drawings

Bidders must submit preliminary drawings that are in accordance with the Technical Statement of Requirement – Annex A and include at a minimum, the following technical drawings and information of the proposed vessel:

- 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) Drawing of the fuel supply arrangement.

3.2.2 Preliminary Project Schedule

1. As part of its technical bid, the Bidder must propose its preliminary project schedule, in MS Project or equivalent. The project schedule must 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 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;
- c) Outfitting/electrical 75% complete but all equipment and components delivered to the Contractor and available for full inspection;
- d) Contractor's tests and trials and sea trials required by the TSOR;
- e) Vessel, trailer and technical manuals delivered to Canada for approval; and
- f) The start and end of the 12 month warranty period.

3.3 Section II: Management Bid

In their management bid, Bidders must describe their capability and experience, the project management team and provide client contact(s).

3.3.1 Inspection and Test Plan (ITP)

1. Bidders must provide with their bid the inspection plan and testing procedures that will be used to verify, test and inspect all of the components and systems on the vessel from initial construction to completion. The ITP must be in accordance with **Annex "E"** attached to this RFP.

2. Bidders must outline the process by which they will address and solve problems or delays with the fabrication, various installations, testing and delivery of the vessel in the water.

3.3.2 Vessel Construction Experience

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

- a) detailed list of such vessels built pursuant to TP 1332, Construction Standards for Small Vessels, Non-pleasure craft latest edition, within the last 5 years;
- b) photographs of listed vessels;
- c) (for listed TP1332, non-pleasure craft sold within the last 5 years only) purchaser's name and the date of sale.

3.3.3 Subcontractors

A list in the form of completed **Annex C – Subcontractors** must be included with the Bidder's bid in accordance with article 06 (2013-06-27) Subcontracts of the 2030 General Conditions unless, it is specifically requested in the requirement that the subcontract information must be provided.

3.3.4 Marine Drafting and Engineering Capability

The Bidder must provide objective evidence that it has either in-house capabilities, or has a written commitment for the duration of the Contract from a supplier to provide marine drafting and engineering services. The bidder or subcontractor must have the marine drafting and engineering experience and capabilities on construction projects for vessel of similar size, type and complexity to the vessel subject to this RFP.

3.3.5 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 must be in the form of:

- 1) A copy of the Bidder's Quality Assurance Manual, which addresses the following elements; and
- 2) 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:

Management Representative;
Quality Assurance Manual;
Quality Assurance Program Descriptions;
Quality Reporting Organization;
Inspection and Test Plan;
Incoming Inspection;
In-Process Inspection;
Final Inspection;
Special Processes;
Quality Records;
Non Conformance; and
Corrective Action.

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.

3.4 Section III: Financial Bid

3.4.1 Firm Price

Bidders must submit their financial bid in accordance with Annex "B" – Basis of Payment and the following articles. The total amount of Applicable Taxes must be shown separately.

3.4.2 Exchange Rate Fluctuation

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

3.4.3 Unscheduled Work

Bidders must provide the information requested in the Basis of Payment, Part 7, Article 7.6.3 – Charge out rate/Material Mark-up.

The unscheduled work rates will be included in the Basis of Payment, however, it will not form part of the bid evaluation.

3.5 Section IV: Certifications

Bidders must submit the certifications and additional information 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 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 and provide all information as requested in **PART 3 – BID PREPARATION INSTRUCTIONS, 3.2 Section I – Technical Bid and in accordance with Annex "F" – Evaluation Criteria.**

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 INSTRUCTION, 3.3 Section II – Management Bid and in accordance with Annex "F" – Evaluation Criteria.**

4.1.3 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

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 in a separately bond Annex “B” – Basis of Payment**

4.2 Basis of Selection

4.2.1 Mandatory Technical Criteria

A bid must comply with all the requirements of the bid solicitation and meet all mandatory technical, management and certification 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”, “requires”, “is responsible”, “is to”, “is required” or “is mandatory”.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity 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 specified will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

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 (CWB) for the following Canadian Standards Association (CSA) standards:

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 requirements applicable to this contract.

6.2 Insurance Requirements

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 7.17*.

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5P307-181113/A
Client Ref. No. - N° de réf. du client
5P307-181113

Amd. No. - N° de la modif.
File No. - N° du dossier
035mc.5P307-181113

Buyer ID - Id de l'acheteur
035mc
CCC No./N° CCC - FMS No./N° VME

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 Contractor must provide to Parks Canada, one (1) welded aluminum 5.3 to 5.7 meter vessel complete with trailer built in accordance with Annex "A" – Technical Statement of Requirements.

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 (2018-06-21), 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.
1031-2 (2012-07-16), Contract Cost Principles.

7.3 Security Requirements

There is no security requirement applicable to the Contract.

7.4 Term of Contract

7.4.1 Delivery Date

While delivery is requested by December 15, 2019; the best delivery that could be offered is _____.

7.4.2 Delivery Points

Delivery of the requirement will be made to:

Parks Canada
Lake Superior National Marine Conservation Area

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035mc.5P307-181113

Buyer ID - Id de l'acheteur
035mc
CCC No./N° CCC - FMS No./N° VME

22 Third Street
Nipigon, ON.
P0T 2J0

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Tania Roy
Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
Refit, Logistics and Small Vessel Construction Directorate
Portage III, 6C2
11Laurier Street, Gatineau, Quebec
K1A 0S5 Canada

Telephone: 819-420-1384
E-mail address: tania.roy@tpsgc-pwgsc.gc.ca

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

7.5.2 Technical Authority

(Information to be provided at contract award)

The Technical Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____-____-_____
E-mail address: _____

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

7.5.3 Inspection Authority

(Information to be provided at contract award)

The Inspection Authority for the Contract is:

Name: _____

Solicitation No. - N° de l'invitation
5P307-181113/A
Client Ref. No. - N° de réf. du client
5P307-181113

Amd. No. - N° de la modif.
File No. - N° du dossier
035mc.5P307-181113

Buyer ID - Id de l'acheteur
035mc
CCC No./N° CCC - FMS No./N° VME

Organization: _____
Address: _____

Telephone: ____-____-_____
E-mail address: _____

The Inspection Authority 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

(Information to be provided at contract award)

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____-____-_____
E-mail address: _____

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, as specified in Annex "B" – Basis of Payment for a cost of \$_____. Customs duties are included and Applicable Taxes are extra.

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

7.6.2 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.

7.6.3 Charge-out Rate / Material Mark-up for Unscheduled Work

The following information must be provided in the bid and will be included in the Basis of Payment, however, however this will not form part of the bid evaluation.

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

Charge-out Rate - \$...../person/hour

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

2. Overtime:

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

Time and one-half Rate: \$...../person/hour

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

The time and one-half and double time rates will remain firm for the term of the Contract and any subsequent amendments.

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

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

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

3. Material for Additional Work including Design Change

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

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

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

Bidders must submit their financial bid prices, excluding taxes, in accordance with the following articles.

7.6.4 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.

7.6.5 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.

7.6.6 Milestone Payment

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:

- a. an accurate and complete claim for payment using 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. all the certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives;
- c. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

7.6.7 Schedule of Milestones

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

Milestone No.	Description of deliverable(s)	%	Firm Amount
A	Materials delivered to Contractor and sustained construction commenced	32%	\$
B	Vessel, trailer, and technical manuals delivered and accepted by Canada	65%	\$
C	End of the 12 month warranty period.	3%	\$

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

The payment for the delivery, **Milestone B** must be payable by Canada upon delivery and acceptance of the vessel, the trailer and technical manuals by Canada, minus the holdback for double the total estimated value of any outstanding work items.

The holdback for outstanding work must be payable by Canada upon completion of the outstanding work and when the work is accepted by Canada.

The payment for completion of the twelve month warranty period, **Milestone C** must be payable by Canada upon completion of the warranty period of the vessel, minus the total cost of any work undertaken by Canada to repair any defects subject to warranty.

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. The Goods and Services Tax or Harmonized Sales Tax (GST/HST), 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 not GST/HST 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 Shipping Instructions – Delivery at Destination

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

Incoterms 2000 "DDP Delivered Duty Paid" Lake Superior National Marine Conservation Area.

7.8 Certifications and Additional Information

7.8.1 Compliance

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

7.8.2 Welding

1. The Contractor must ensure that welding is performed by a welder certified by the Canadian Welding Bureau(CWB) for the following Canadian Standards Association(CSA) standard(s):
 - a. CSA W47.2M (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 they intend 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 certification to CSA welding standards.

7.8.3 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.

7.8.4 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 Post Contract Award / Pre-Production Meeting

Within **5 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. The cost of holding such pre-production meeting must be included in the price of the bid.

Please note that the travel and living expenses for Government Personnel will be arranged and paid for by Canada.

7.10 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 **five 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 certs and construction drawings to the Technical/Inspection Authority one (1) 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 (1) week prior to inspection by the Technical/Inspection Authority;
- (d) Contractor's tests and trials and sea trials required by the TSOR;
- (e) Boat, trailer and manuals delivered to Canada for approval;
- (f) The start and the end of the 12 month warranty period.

7.11 Progress Report

1. The Contractor must submit monthly reports, in electronic format, on the progress of the Work, to both the Technical Authority and 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 of 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 as 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.

7.12 Progress Meetings

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.

7.12.1 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 PRM; and
11. Other business as mutually agreed to by Canada and the Contractor.

7.13 Procedures for Design Change or Additional Work

These procedures must be followed for any design change or additional work.

1. When Canada requests design change or additional work:
 - a. The Technical Authority will provide the Contracting Authority with a description of the design change or additional work in sufficient detail to allow the Contractor to provide the following information:
 - i. any impact of the design change or additional work on the requirement of the Contract;
 - ii. a price breakdown of the cost (increase or decrease) associated with the implementation of the design change or the performance of the additional work using either the form PWGSC-TPSGC 1686, Quotation for Design Change or Additional Work, or the form PWGSC-TPSGC 1379  (PDF 56KB) - (Help on File Formats) Work Arising or New Work.
 - iii. a schedule to implement the design change or to perform the additional work and the impact on the contract delivery schedule.
 - b. The Contracting Authority will then forward this information to the Contractor.

- c. The Contractor will return the completed form to the Contracting Authority for evaluation and negotiation. Once agreement has been reached, the form must be signed by all parties in the appropriate signature blocks. This constitutes the written authorization for the Contractor to proceed with the work, and the Contract will be amended accordingly.
2. When the Contractor requests design change or additional work:
- a. The Contractor must provide the Contracting Authority with a request for design change or additional work in sufficient detail for review by Canada.
 - b. The Contracting Authority will forward the request to the Technical Authority for review.
 - c. If Canada agrees that a design change or additional work is required, then the procedures detailed in paragraph 1 are to be followed.
 - d. The Contracting Authority will inform the Contractor in writing if Canada determines that the design change or additional work is not required.
3. Approval

The Contractor must not proceed with any design change or additional work without the written authorization of the Contracting Authority. Any work performed without the Contracting Authority's written authorization will be considered outside the scope of the Contract and no payment will be made for such work.

7.14 Inspection, Test & Trials

1. During construction of the vessel, the Contractor must arrange for regular inspections and upon completion of the construction of the vessel, the Contractor must arrange trials. All inspections and test and trials performed must be in accordance with the Annex A – Technical Statement of Work. The Inspection Authority must approve any additional testing not specified in the TSOR.
2. The Contractor must update as required the Inspection and Test Plan (ITP) provided with its bid and submit to the Contracting Authority and the Inspection Authority **seven (7) days after contract award** for review and amended by the Contractor to the satisfaction of the Inspection Authority.
3. Once approved, any modification to the ITP must be pre-approved by the Inspection Authority. A revised ITP will be required should any modification be made.

7.15 Manuals

1. No later than 14 calendar days prior to delivery of the boat, the Contractor must obtain and deliver to the Technical Authority for approval all Data Books, Operating Instruction Books and Maintenance Manuals for all machinery and equipment fitted on the Vessel as identified in the TSOR 29.1 – Operator Technical Manual. 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.

7.16 SACC Manual Clauses

A9047C (2008-05-12), Title to Property – Vessel.

D0018C (2007-11-30), Delivery and Unloading.

D2000C (2007-11-30), Marking.

D2001C (2007-11-30), Labelling.

D3015C (2014-09-25), Dangerous Goods / Hazardous Products – Labelling and Packaging Compliance.

D9002C (2007-11-30), Incomplete Assemblies.

H4500C (2010-01-11), Lien – Section 427 of the Bank Act.

7.17 Insurance Requirements

1. The Contractor must comply with the insurance requirements specified in Articles 7.17.1 and 7.17.2. 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 ten **(10) days after the date of award** of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.17.1 Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

-
- f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program).
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - 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. 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.

7.17.2 Marine Liability Insurance

1. The Contractor must obtain protection and indemnity 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 subject to an additional contravention, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.
3. The protection and indemnity insurance policy must include the following:
 - a. Additional insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b. Waiver of subrogation rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Parks Canada and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
 - c. Notice of cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - d. Cross liability and 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, R.S.C. 1985, 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.

7.18 Government Supplied Material

The following equipment will be Government Supplied Material (GSM) and must be installed, mounted, set-up, fully functional and in accordance with the manufacturer's installation recommendations:

- 1) One(1) Evinrude E-TEC (Tiller)
- 2) One (1) Evinrude 9.9 HP auxiliary (kicker)

7.19 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*).

7.20 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 supplemental general conditions 1031-2 (2012-07-16), Contract Cost Principles;
- (d) the general conditions 2030 (2018-06-21), General Conditions – Higher Complexity - Goods;
- (e) Annex A, Technical Statement of Requirement;
- (f) Annex B, Basis of Payment;
- (g) Annex C, Subcontractors;
- (h) Annex D, Bidder Questions and Canada Responses;
- (i) Annex E, Inspection/Quality Assurance/Quality Control;
- (j) Annex F, Mandatory Evaluation Criteria;
- (k) the Contractor's bid dated _____.

7.21 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

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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.

7.22 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.

7.23 Failure to Deliver

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

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

- a. Contract Termination in accordance with 2030 General Conditions Sections 10 (Time of the Essence) and 31 (Default by the Contractor); or
- b. Consideration for Contract Amendment. Delivery date(s) will not be extended without consideration being provided by the Contractor in the form of adjustment to the price, warranty, quantity and / or service to be provided.

ANNEX "A"

TECHNICAL STATEMENT OF REQUIREMENT

1.0 SCOPE

1.1 Parks Canada buys, manages and operates numerous small craft in support of its Agencies programs and other missions. The Lake Superior National Marine Conservation Area (NMCA) requires one welded aluminum 5.3 to 5.7 meter (17.3 to 18.7 foot) vessel complete with trailer. The vessel would be used on the north shore of Lake Superior within 25 miles of shore, and interior rivers. The vessel will be configured to meet the uses listed here:

- 1) Conduct research and monitoring;
- 2) Conduct campsite inventory;
- 3) Transportation of fragile equipment;
- 4) Perform searches by visual and electronic means; and
- 5) Transport staff and equipment throughout the LSNMCA.

The vessel will be generally shore based, launched and recovered by trailer, or deployed often in areas without docks or proper ramps.

2.0 GENERAL

2.1 The vessel design must be similar to a tiller-style open bow. Build is intended to be based on stock small-working or commercial vessel hull forms with a minimum of customization addressed herein.

2.2 All components, equipment and material must be Contractor supplied unless addressed as Government Supplied Material (GSM).

2.3 Vessel must be designed and constructed for ease of maintenance, repair and must be readily supportable by local commercial facilities and suppliers.

2.4 To facilitate replacement, inter-changeability of parts, maintenance procedures and Operator training, the Contractor must standardize on selection of equipment, fittings and fabrication methods. All components and equipment must be current production models.

3.0 BIDDERS PROPOSAL

3.1 The Bidder must submit a proposal that clearly demonstrates the vessel and equipment offered meets or exceeds the mandatory requirements specified herein.

3.2 Unless specified as being "No exception" for the brand or model name referenced, equivalent or superior equipment may be acceptable. Supporting documentation must be provided to support choice.

3.3 The Bidder must submit the following drawings clearly labeled to indicate the type of drawing offered. Maximum details and vessel dimensions must be included on all drawings.

- 1) General Arrangement;
- 2) Side Profile;

- 3) Bow view; and
- 4) Stern view including motor well

4.0 VESSEL PARTICULARS

4.1 Physical Characteristics:

- 1) Length - 5.3 to 5.7 meters (17.3 to 18.7 feet) maximum;
- 2) Beam - 2.36 meters (93 inches) maximum;
- 3) Dead rise – 12 to 16 degrees

4.2 Normal Load Conditions:

- 1) Crew of three – 360 kg;
- 2) Full fuel tank (see range (5.4) for size); and
- 3) Equipment and supplies - 100 kg.

4.3 Vessel Tonnage Requirements

The "Simplified Tonnage Measurement" form must be completed for each vessel. Once completed it must be included in the Operator Technical Manual.

5.0 OPERATIONAL PERFORMANCE

5.1 The hull, seating etc. must be of sufficient strength to withstand the lateral and vertical impact - loading when in a Normal Load Condition and or a Maximum Load Condition that equates to the conditions of the Operational Profile.

5.2 The Maximum Load Condition must be calculated to determine the maximum number of persons and weight allowable for each of the design categories identified in the Transport Canada "Small Craft Stability Standard ISO12217-1. Maximum Load Condition(s) must be clearly identified on capacity plate.

5.3 Maximum desired speed 30 – 35 knots.

5.4 Range: approximately 120 nautical miles at cruising speed with 10% fuel reserve.

5.5 Vessel must be capable of reaching full plane within 10 seconds.

6.0 ENVIRONMENTAL CONDITIONS

6.1 The vessel must maintain a stable platform when operated at varying speeds during any of these conditions both day and night:

- 1) Average ambient air temperature range of -10 degrees C to + 35 degrees;
- 2) Wave heights of 0 to 2 M;
- 3) Winds range 0 to 20 knots;
- 4) Operate in freezing spray or freezing rain with accumulations of up to 6.0 mm;
- 5) Operate fully in depths of 1 meter with outboard motor lowered; and
- 6) Basic maneuvering in depths of 0.50 meters with outboard motor trimmed up.

7.0 CONSTRUCTION STANDARDS

- 7.1 The vessel must be constructed and comply at a minimum with the current issue of Transport Canada TP 1332 "Construction Standards for Small Vessels" and the American Bureau Yacht Council (ABYC) where applicable.
- 7.2 Canadian Standards Association C22.2 NO.183.2-M1983 (R1999) "Standards for D.C. electrical Installations".
- 7.3 All aluminum welding must be performed by a company that is certified in accordance with CSA Standard W47.2M 1987, Certification for Fusion Welding of Aluminum, Division 2.1.
- 7.4 Trailer – TP 13136.

8.0 CONSTRUCTION PRACTICES

- 8.1 During construction the proper measures must be taken to avoid the wear, damage corrosion and deterioration of materials and equipment by being kept clean and protected from the environment. Equipment subject to freezing must be kept drained, except during sea trials.
- 8.2 All materials and equipment must be stored, installed and tested in accordance with the manufacturer's guidelines, recommendations and requirements.
- 8.3 All rough edges and sharp angled corners must rounded smooth and ergonomically fitted.
- 8.4 The boat and all components must be free of local vibration that could endanger boat personnel, damage boat structure or interfere with the operation or maintenance of machinery and systems.

9.0 ERGONOMIC DESIGN

- 9.1 The overall vessel design must incorporate accessibility, visibility, readability, crew efficiency and comfort for a range of physiques within an approximate height range of 5 ft.to 6 ft. 4 inches (1.524 -1.95 meters) while wearing cold weather clothing and equipment.
- 9.2 All stowage compartments must be lockable, and operable by gloved or insensitive hands. One Master key and two spares must be provided for all lockable stowage.

10.0 MATERIALS – GENERAL

- 10.1 All materials must be corrosion resistant and suitable for use as detailed in the Environmental Conditions. All materials normally subjected to sunlight must be resistant to ultraviolet radiation.
- 10.2 Proper marine grade aluminum alloy types must be used to best suit the application.
- 10.3 Stainless steel type 316 must be used for all stainless steel applications.
- 10.4 Direct contact of electrolytically dissimilar metals must be prevented by the use of gaskets, washers, sleeves, or bushings where applicable.

10.5 All fasteners must be of corrosion resistant materials. Any fasteners directly threaded into aluminum alloys must be coated and threaded into the appropriate thickness of aluminum.

10.6 Where nuts can become inaccessible after assembly of the vessel, nuts must be captured to allow reassembly and prevent backing off. Unless otherwise specified, self-locking nut must be installed to prevent loosening of fasteners due to shock and vibration.

11.0 HULL DESIGN AND CONSTRUCTION

11.1 The overall design must be a "V" type mono hull (tiller steering) Proper chine(s) and strakes must be incorporated to allow as a minimum, shallow water access, enhance directional control, and to re-direct spray and waves away from hull.

11.2 Hull and hull sides must be constructed with the proper marine grade aluminum alloy. Thickness of plate must be best suited in meeting or exceeding the Operational Requirements.

11.3 A motor well must be constructed between the sheer/transom bulk head forward and the motor mount transom. The well must be large enough to stop a large wave from entering the vessel. The motor mount transom is to rise above the motor well height allowing sufficient transom area for mounting of engines. Transom height no more than twenty five inches. Motor well must not impede ability to fully trim motor out of the water (to expose skeg).

11.4 Hull must be framed with the sufficient amount of longitudinal and horizontal stringers running from transom to bow. Transom must be reinforced to support weight of engines and accompanying thrust.

11.5 Welding must be continuous for hull, deck and transom including areas subject to corrosion, vibration and areas subject to impact.

11.6 Hull compartments must contain the proper amount of flotation foam to allow for stability and positive buoyancy in a flooded condition. The foam must be low smoke and flame spread type or fire retardant. Choice of foam must allow for quick and easy removal to allow for inspection of the compartments.

11.7 Keel area must be protected with a 1/4" thick delta pad keel/ beaching shoe to allow for emergency grounding. Width must be 200mm running from bow to stern. Vertical stiffener must be fitted inside on center line. Sea keeping capabilities and performance must not be affected.

11.8 A tow eye must be fitted flush into the stem for attaching trailer hook, bow line or tow line. It must be of sufficient strength to tow a boat at a speed of ten (10) knots in calm water, on an even keel without damage to the boat or chafing of tow line.

11.9 Outside of transom must be fitted with eyes for trailer tie downs.

11.10 To minimize cathodic currents the proper type and size of anode(s) must be supplied and positioned accordingly.

11.11 Gunnel width 2.5inch to 3 inch.

12.0 DECK CONSTRUCTION AND OUTFITTING

12.1 Any fasteners including hatches must be fitted in such a way to eliminate tripping hazards.

12.2 Hatch(s) must be located at fuel system and bilge pump areas. They must be designed to provide quick and easy access for maintenance repair or removal. Covers must be lightweight aluminum.

12.3 Below each side deck a permanent full length storage compartments/seat box and must be arranged to provide safe lockable stowage. Material must be welded aluminum. Location must not impede access to transom area. Box must have ventilation and a drain hole. Cover must be hinged, fitted with gasket, and equipped with a twist lock hasp and padlock. Thick foam cushions must be supplied and able to fit in storage box. Recommended size would be 11-17 inches wide, to prevent overhang. Upholstery on cushions must be a dark grey. See section 14.2.1 for more seating recommendations.

- 1) If feasible height of storage compartment should be 20 inch (+/-), width of storage compartments should be 12-18 inches.

12.4 A minimum of six suitable size fold-down aluminum cleats must be welded to side decks, located at the bow, mid-deck and transom.

12.5 Stowage of anchor, chain etc. must be arranged at bow, in a low-profile seat/step with seams welded to prevent snagging/chaffing of material.

13.0 PREPARATION

13.1 All walk areas must have non-skid tape applied. Color must be black

14.0 LAY- OUT

14.1 Electronics

14.1.1 All electrical equipment and hardware must be installed in accordance with manufacturer's specifications. All fitted electrical equipment must be capable of operating simultaneously with any other fitted electronics equipment without causing interference to any electronic equipment.

- 1) Install a GPS/ Chart Plotter/ Depth Sounder. The brand Lowrance HDS Live 12 (`no exceptions``).
- 2) The GPS/Chart Plotter/Depth Sounder will be mounted on an adjustable bracket located for ease of access by the vessel operators. To be determined by the T.A.
- 3) Install a Marine VHF radio. The brand Raymarine Ray73 (or equal) including an antennae. PC Technical Authority will determine the location.
- 4) Two twelve volt accessory power points must be installed near the transom, located on the port and starboard sides.

14.2 Seating

14.2.1 Seating for the operator and two passengers are required. Seating must be constructed with robust framing designed specifically for a marine environment. Seat materials must be a quality marine

grade that is resistant to tears, punctures and deterioration due to environmental exposure. Seat upholstery must be of a UV resistant material. Weight capacity must be 130 kg. Minimum.

- 1) Seats must be shock mitigating and mounted on pedestals. They must be height adjustable with a high back. Color of upholstery to be determined by PC Technical Authority.
- 2) The pedestals are to be removable from the deck. Four pedestal slots are required. PC Technical Authority will determine the locations.

15.0 PROPULSION SYSTEM

15.1 Contractor must install two separate outboard engines supplied by Parks Canada Agency (GSM); One (1) Evinrude E-TEC (Tiller) and one (1) Evinrude 9.9 HP auxiliary (kicker). The kicker must be connected to main engine by a tie bar. It must have a 3/8" fuel line with inline shut-off connected to main fuel tank. Bidder to specify horse power of main engine to meet the maximum speed requirement. No exception to the engine(s) brands chosen.

- 1) Supply and install stainless steel propellers. Contractor must inform the PC Technical Authority prior to sea trials of the appropriate pitch and diameter to meet the Operational and Performance requirements. Spare prop with hub for easy change out must be provided for each prop.
- 2) The engines and their associated accessories and equipment must be approved and installed in accordance with the engine manufacturer's recommendations. Engines and components must not be used, nor trials performed on the engines that would in any way void the manufacturer's warranty.
- 3) All components of the propulsion system must be warranted by the original equipment manufacturer for the standard term.
- 4) As a minimum the installation of the lubrication, fuel systems, battery connections must be verified by the outboard engine authorized representative.
- 5) A bow mounted electric trolling motor (24 V) must be installed; separate from starting and house battery. Motor Guide Xi5 – 80/60" (no exceptions). The trolling motor must be compatible with the Lowrance HDS Live 12 plotter. The plotter and trolling motor must be connected via NMEA 2000 cable for touch screen control. The trolling motor must be installed with a quick release bracket for easy removal and storage. Batteries for the trolling motor will be installed as close to the trolling motor as possible.

16.0 FUEL SYSTEMS

16.1 Fuel systems must meet with all requirements of TP 1332 "Construction Standards for Small Vessels" and the current American Boat and Yacht Council Standards, (ABYC).

16.2 Fuel tank must be hydrostatically or air tested to 3.0 psi and bear manufacturers' name, capacity and testing data.

16.3 Fuel system must be arranged to allow easy access for maintenance and repair. Fuel lines from the inboard shut-off valve or manifold must be protected from chafe and wear. Fuel shut-off maintenance valve to be located inline before filters to allow for filter change or engine service. The type of material used in all valves and fittings must be best suited for their application. Choice of material must not compromise manufacturer's warranty. Valves must be clearly labelled and accessible.

16.4 A fuel/water separator filter is to be mounted "in-line" with easy access to drain the sediment bowl, the brand RACOR 320 or equal.

16.5 Fuel fill opening must be surface mounted on the side deck clearly labelled for the fuel type. Fuel tank vents must be equipped with a non-return check valve with flash screen.

17.0 PIPING SYSTEMS

17.1 Where flexible connections are required for fuel system, suitable hose with either permanently crimped or reusable hose ends must be used. Fittings, clamps and bolts must be stainless steel.

18.0 ELECTRICAL SYSTEM

18.1 The electrical system must be completely water proof and easily accessible. Wiring must be marine grade, with tinned copper strands (CSI type) UL 1426. A five circuit breaker panel with a water proof face must be installed aft mounted on storage box. All circuit breakers must be clearly labelled.

- 1) Twelve volt DC distribution system must be provided to power the engine starting and boat service loads. One starting battery must be used for engine service loads only. One battery for house service loads include: navigation, exterior lighting, instrumentation and bilge pump system where applicable.

19.0 BATTERIES

19.1 Batteries must be of marine quality 12 volt Deep-Cycle maintenance free. They must have the capacity to service engines and auxiliary vessel loads. A house service battery with an auto charging relay must be provided. Volt meter must be provided for battery system.

- 1) Batteries must be connected in accordance with the motor manufacturer's technical specifications. They must be wired to cross connect for engine start-up of from either battery where applicable;
- 2) Selector switch for batteries must be Certification Agency (CE, CSA, and USCG etc.) mounted for easy access in a safe location aft to prevent snagging or accidental switching. Mount near or with circuit breaker panel; and
- 3) Batteries must be stowed in a compartment that is weather tight, properly vented and a suitable size to allow for easy removal and repair.

20.0 CABLE INSTALLATION

20.1 Cables for the power must be a suitable size and must be grouped into wiring harnesses where possible. They must be color coded, routed below deck, or under side decks hidden. If below deck, cabling must be through conduit pipe.

- 1) Cabling/conductors must be installed in PVC pipes or wire races of a sufficient size to pass other wires without obstruction. Wires not run through wire ways must be installed with clamps and straps spaced at least every 18 inches on horizontal runs and every 14 inches on vertical runs. Tie wraps are not acceptable; and
- 2) Any cable passing through structures without watertight glands, must be protected against chafing by the use of abrasive resistant grommets. All conduit where applicable must have guiding thread to allow for additional wiring at a later date.

21.0 NAVIGATION

21.1 All navigation lights must display the arc and range of visibility as defined in the Canada Shipping Act, Collision Regulation (COLREGS).

- 1) Side navigation lights (port and starboard) must be mounted on a mast for easy removal and storage. The mast must be the proper height and best suited location.
- 2) Non-white (red or green) lighting must be wired together on a separate breaker of the 12 volt DC electrical system.
- 3) An all-round white light must be installed on a mast that can be easily removed. The all-round white light must be the proper height and best suited location.
- 4) Prior to installation a drawing with the proposed locations must be provided to the Technical/Inspection Authority for review and approval.

22.0 PUMPING AND DRAINAGE

22.1 A 12 V DC bilge pump, the brand The Ultra® JR Float switches or equal with 2000 gph capacity must be installed in each below deck compartment pumped to discharge overboard. A pump control switch with an indicator light to show when bilge pump(s) are running must be installed near the circuit breaker panel on the storage box, port side. Bow deck must have quick drainage arranged.

22.2 An alarm float switch with audible and visual alarm to indicate high water must be installed at each bilge pump location. The switch must be located near bilge pump control panel.

22.3 A fixed manual pump, diaphragm type must be installed aft with piping fitted to discharge directly overboard.

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

23.0 SAFETY EQUIPMENT

23.1 The following items of safety equipment must be supplied. Proper Stowage /securing arrangements must be arranged for each item. All fittings must be heavy duty stainless steel. All items must be readily accessible.

- 1) 3 x Transport Canada approved life jacket (size to be determined);
- 2) 1 x Marine Emergency first aid kit;
- 3) 1 x Reboarding device if vertical height to be climbed is more than 0.5 meter;
- 4) 1 x Buoyant heaving line at least 15 meters long;
- 5) 2 x Wood ores with ore locks;
- 6) 1 x Anchor with a minimum of 15 meters of chain, rope or cable; and
- 7) 1 x Sound signaling device or appliance.

24.0 SEA TRIALS - CONTRACTOR

24.1 Contractor must submit a Test and Trials Plan within seven days prior to Canada sea trials. Plan will include a description of all sea trials to be performed.

24.2 Contractor must inspect the construction quality, test all on board equipment, systems and hull performance to ensure all are fully functional. Engine(s) must accumulate the hours sufficient for the initial service check as per engine manufacturer's recommendations. This must be performed by an authorized engine manufacturer representative. Service check report must be provided to Canada.

24.3 Prior to sea trials the complete vessel with full fuel must be weighed and the weight recorded on the Test and Trials form.

24.4 Stability examination as per TP 1332 requires the Contractor to record all stability/structural calculations.

25.0 SEA TRIALS - CANADA

25.1 Contractor must notify Canada no less than fourteen (14) days prior to sea trials. Canada reserves the right to witness or decline attendance. Absence does not relieve the Contractor of their responsibility to conduct and record sea trials. Subsequent sea trial report must be forwarded to Canada for review prior to delivery of vessel.

25.2 Contractor shall be responsible for supply of fuel, crew, instrumentation and equipment required to conduct sea trials. The complete vessel with full fuel must be weighed and recorded on the Test and Trials form.

25.3 Contractor must provide personnel, as required, to resolve questions and to demonstrate equipment operation, maintenance, accessibility, removal and installation.

25.4 Contractor must repair any damage to the vessel or auxiliary equipment resulting from sea trials, to the satisfaction of Canada.

25.5 As a minimum, the following trials must be conducted. Trials must be conducted in the Normal Load Condition.

- 1) Speed Trials - must be done over a course at least one nautical mile in length. Two runs must be made over the course, one in each direction with the speeds for the two runs averaged;
- 2) Endurance Trial - The vessel must operate at maximum speed for no more than the maximum time allowed as per manufacturer's recommendations. It must be demonstrated that all parts of the propulsion system are in full operation. All systems must be operated to check for proper installation;
- 3) Astern Propulsion - The vessel shall be operated and maneuvered using astern propulsion to establish performance; and
- 4) Steering Gear - The complete steering system must be operated at increasing boat speeds with the vessel being maneuvered through a series of turns to port and starboard.

26.0 FINAL INSPECTION

26.1 Final inspection will not be performed until all tests have been satisfactorily completed with data available for review. Boat must be thoroughly cleaned prior to inspection. Contractor must document the results of the final inspection and include the serial numbers and other identifying information for the boat, engine(s) and trailer.

27.0 PACKAGING and SHIPPING

- 1) Prior to shipping, the boat must be cleaned throughout, including the removal of any aluminum shavings or dust;
- 2) Bilges shall be dry and free of oil and debris, and the fuel tanks must be drained if required;
- 3) The propulsion system must be preserved in accordance with the manufacturer's recommendations for storage of up to one year in an environment that may be subjected to freezing temperatures;
- 4) The batteries must be disconnected for shipping or storage;
- 5) A durable warning tag shall be wire tied to the steering wheel indicating that the boat has been preserved for shipping and storage and should not be started until the propulsion machinery has been reactivated; and
- 6) Vessel must be covered in shrink wrap to reduce damage during transit. All contact points between the hull and the trailer must be sufficiently padded to prevent damage to hull.
- 7) To be included with the delivery of the vessel will be an all season cover designed specifically for this vessel. The cover will be substantial enough to provided long-term storage and winter protection. The cover will come with a storage bag, and should not be overly exhaustive to use.
- 8) The vessel will be delivered to;
Lake Superior National Marine Conservation Area
22 Third Street,
Nipigon, ON.
P0T 2J0

28.0 ACCEPTANCE

28.1 Upon delivery, the PC Technical Authority or delegate thereof will inspect vessel and trailer to confirm there has been no damage resulting from transport. Contractor must repair any damage to vessel or trailer to the satisfaction of the LSNMCA.

29.0 OPERATOR TECHNICAL MANUAL

29.1 The Contractor upon delivery of each vessel must provide two hard copies in the form of a binder and two USB sticks of the manual that provides a physical and functional description of the craft, its machinery, equipment and other documentation pertaining to the vessel. Each manual must have the sections and subsections clearly identified in the same sequence as addressed below. Manual must include as a minimum the following:

- 1) General Information;
- 2) Technical Information;
- 3) Initial Spare Parts List;
- 4) Preventive Maintenance List; and
- 5) Electrical Schematic

General Information Section

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

- 1) Operating procedures;
- 2) Basic operating characteristics (as a minimum) temperatures, pressures, flow rates, etc.;
- 3) Installation criteria and drawings, assembly and disassembly instructions with comprehensive illustrations showing each step;
- 4) Recommended planned maintenance which clearly illustrates the maintenance required, hourly, daily, monthly and annually for all components including the engine, drive train, and hull. Complete troubleshooting procedures must be included; and
- 5) Documentation – Bill of Sale, Sea Trial Reports, Stability/Structural Calculations, maximum Load Conditions, Vessel Tonnage Calculation

Technical Information Section

The technical section must include a complete set of detailed owner/operator instructions, drawings, parts lists and supplemental data for all components of the boat:

- 1) Hull;
- 2) Outboard Engine(s);
- 3) Systems, with schematics or one-line diagrams, (fuel, electrical, etc.);
- 4) Electronics; and
- 5) Fittings, accessories and ancillary equipment.

Initial Spare Parts List

The initial spare parts list shall include a list of recommended initial on board spare parts to be stocked for the craft. At a minimum this list shall include the following items:

- 1) Propulsion: Propeller, filters, starting battery and any special engine tools;
- 2) Electrical: fuses; and
- 3) Boat Structures and Fittings: Miscellaneous commonly used fasteners.

Preventative Maintenance List

Electrical Schematics

- 1) Diagram with labels and photos detailing design layout.

30.0 TRAILER

30.1 The trailer must be hot-dipped galvanized all welded construction designed to withstand frequent use and long journeys often off road, over rough terrain in remote areas.

30.2 Trailer must be capable of carrying the weight of the loaded vessel from stem to transom plus 20% percent reserve. The loaded weight includes full fuel, accessories plus an additional carrying capacity of 200 lbs.

30.3 The trailer must be equipped with rollers and properly adjusted to support vessel. The axle and yoke must be adjusted to provide the correct tongue weight.

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- 30.4 Tandem axle with 15"/ 5 bolt wheels with disc brakes, axle bearing protection, grease nipple, equivalent spare tire on a mounting bracket with lug wrench. The tires must be sized for the rated capacity of the trailer. Spare (full) tire on a rim, mounted on the trailer.
- 30.5 Brake, turn signal lighting must be LED with 4- prong wiring connector with 7-prong wiring adaptor
- 30.6 Surge jurisdiction compliant brake system
- 30.7 Manual single speed bow winch with winch webbing strap, bow chock, high lift swivel tongue jack with foot pad (2000 Lb. capacity)
- 30.8 Hitch to fit "2 5/16" ball. Heavy duty "stand on" galvanized steel fenders.
- 30.9 Rear of trailer shall have two anchor points to secure vessel aft. Two ratchet tie down straps with hooks. Two galvanized safety chains complete with shackles of suitable size and rating to secure vessel to trailer forward.
- 30.10 Two aluminum trailer guides must be fitted at the fenders. Height shall be determined by the PC Technical Authority.
- 30.11 A travel cover fitted to cover entire vessel. Material brand Sunbrella or equal. Color must be royal blue.
- 30.12 The trailer shall be roadworthy and certified street legal for the roads in Ontario.
- 30.13 All pertinent documentation for the registering of trailer must be provided prior to delivery of the trailer and included in the Operator Technical Manual.

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ANNEX "B"

BASIS OF PAYMENT

B1: Firm Price (CAD\$)

Item	Description	Price (CAD\$)
B1.1	One (1) welded aluminum 5.3 to 5.7 meter Vessel built in accordance with Annex "A" and Annex "D".	\$
B1.2	Trailer built in accordance with Annex "A" and Annex "D".	\$
B1.3	Transportation cost for delivery of 1 boat FOB to: Lake Superior National Marine Conservation Area 22 Third Street Nipigon, ON P0T 2J0	\$
TOTAL WITHOUT GST/HST		\$

B2: Schedule of Milestones (CAD\$)

Milestone No.	Description of deliverable(s)	%	Firm Amount
A	Materials delivered to Contractor and sustained construction commenced	32%	\$
B	Vessel, trailer, and technical manuals delivered and accepted by Canada	65%	\$
C	End of the 12 month warranty period.	3%	\$

B3: Charge-out Rate / Material Mark-up for Unscheduled Work

Item	Description	Firm Amount
A	Charge-out Rate	\$ /person/hour
B	Overtime: Time and one-half Rate	\$ /person/hour
C	Double Time Rate	\$ /person/hour

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ANNEX "C"

SUBCONTRACTORS

Specification Item	Description of Goods/Services (incl. Make, Model No, as applicable)	Name of Supplier	Address of Supplier

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ANNEX "D"

BIDDER QUESTIONS AND CANADA RESPONSES

Completed and updated during the solicitation process.

ANNEX "E"

INSPECTION/QUALITY ASSURANCE/QUALITY CONTROL

1. Conduct of Inspection

(a) Inspections will be conducted in accordance with the ITP provided and accepted by the Inspection Authority and as detailed in this Annex.

(b) The Contractor must provide its own staff or subcontractors to conduct inspections, tests and trials; excepting that Technical Authority or Inspection Authority personnel may be designated in the specifications, in which case the Contractor must ensure that its own staff are provided in support of such inspection/test/trial.

(c) As applicable, the Contractor must ensure that the required conditions stated in the specification prevail at the commencement of, and for the duration of, each inspection/test/trial.

(d) The Contractor must ensure that personnel required for equipment operation and records taking during the inspection/test/trial are briefed and available at the start and throughout the duration of the inspection/test/trial. Tradesmen or FSRs who may be required to effect minor changes or adjustments in the installation must be available at short notice.

(e) The Contractor is to coordinate the activities of all personnel taking part in each inspection/test/trial and ensure that safe conditions prevail throughout the inspection/test/trial.

2. Inspection Records and Reports

(a) The Contractor on the inspection record, test or trials sheets as applicable must record the results of each inspection. The Contractor must maintain files of completed inspection records.

(b) The Contractor's Quality Control (QC) representative (and the FSR when required) must sign as having witnessed the inspection, test or trial on the inspection record. The Contractor must forward originals of completed inspection records, together with completed test(s) and/or trials sheets to the Inspection Authority as they are completed.

(c) Unsatisfactory inspection/test/trial results, for which corrective action cannot be completed during the normal course of the inspection/test/trial, will require the Contractor to establish and record the cause of the unsatisfactory condition to the satisfaction of the Inspection Authority. Canada representatives may assist in identification where appropriate.

(d) Corrective action to remove cause of unsatisfactory inspections must be submitted to the Contracting Authority and to the Inspection Authority in writing by the Contractor, for approval before affecting such repairs and rescheduling of the unsatisfactory inspection/test/trial. Such notices must be included in the final records passed to the Contracting Authority and to the Inspection Authority.

(e) The Contractor must undertake rectification of defects and deficiencies in the Contractor's installation or repair as soon as practicable. The Contractor is responsible to schedule such repairs at its own risk.

(f) The Contractor must reschedule unsatisfactory inspections after any required repairs have been completed.

(g) Quality Control, Inspection and Test records that substantiate conformance to the specified requirements, including records of corrective actions, must be retained by the Contractor for three (3) years from the date of completion or termination of the Contract and must be made available to the Contracting Authority and to the Inspection Authority upon request.

3. Inspection and Trials Process

3.1 Inspection

(a) Upon receipt and acceptance of the Contractor's ITP, inspection will consist of a number of Inspection Points supplemented by such other inspections, tests, demonstrations and trials as may be deemed necessary by the Inspection Authority to permit him to certify that the work has been performed in compliance with the provisions of the specification. The Contractor must be responsible for notifying the designated Inspection Authority of when the work will be available for inspection, sufficiently in advance to permit the designated Inspection Authority to arrange for the appropriate inspection.

(b) The Inspection Authority will inspect the materials, equipment and work throughout the project against the provisions of the specification and, where non-conformances are noted, will issue appropriate INSPECTION NON-CONFORMANCE REPORTS.

(c) The Contract requires the implementation of a Quality Assurance/Quality Control system, so the Inspection authority must require that the Contractor provide a copy of its internal inspection report pertaining to a work item before conducting the requested inspection. If third party inspections are required by the Contract (e.g. inspections by a certified CWB 178.2 welding inspector), the reports of these inspections must be required before the Work is inspected by the Inspection Authority.

(d) The QA/QC system is a requirement, so if the documentation is presented to the Inspection Authority before an inspection stating that the Work is satisfactory but the Inspection Authority finds that the Work has not been satisfactorily inspected, the Inspection Authority must issue an Inspection Non-conformance Report against the Work and another against the failure of the Contractor's QA/QC system.

(e) Before carrying out any inspection, the Inspection Authority must review the requirements for the Work and the acceptance and/or rejection standards to be applied. Where more than one standard or requirement is called up and they are potentially conflicting, the Inspection Authority must refer to the order of precedence in the Contract to determine the standard or requirement to be applied.

3.2 Inspection Non-conformance report

(a) An Inspection Non-conformance report will be issued for each non-conformance noted by the Inspection Authority. Each report will be uniquely numbered for reference purposes, will be signed and dated by the Inspection Authority, and will describe the non-conformance.

(b) When the non-conformance has been corrected by the Contractor and has been re-inspected and accepted by the Inspection Authority, the Inspection Authority will complete the Report by adding an applicable signed and dated notation.

(c) At the end of the project, the content of all Inspection Non-conformance Reports which have not been signed-off by the Inspection Authority will be transferred to the Acceptance documents before the Inspection Authority's certification of such documents.

3.3 Tests, Trials, and Demonstrations

- (a) To enable the Inspection Authority to certify that the Work has been performed satisfactorily, in accordance with the Contract and specifications, the Contractor must schedule, co-ordinate, perform, and record all specified tests, trials and demonstrations required by the Inspection Authority and the Specifications and any additional tests and trials performed by the Contractor required by the Inspection Authority.
- (b) Where the specifications contain a specific performance requirement for any component, equipment, sub-system or system, the Contractor must test such component, equipment, sub-system or system to the satisfaction of the Inspection Authority, to prove that the specified performance has been achieved and that the component, equipment, sub-system or system performs as required by the specifications.
- (c) Tests, trials and demonstrations must be conducted in accordance with a logical, systematic schedule which must ensure that all associated components and equipment are proven before sub-systems demonstration or testing, and that sub-systems are proven before system demonstration or testing.
- (d) Where the Specifications do not contain specific performance requirements for any component, equipment, sub-system or system, the Contractor must demonstrate such component, equipment, sub-system or system to the satisfaction of the Inspection Authority.
- (e) The Contractor must co-ordinate each test, trial and demonstration with all interested parties, including the Inspection, Contracting and Technical Authorities; regulatory authorities; Classification Society; Sub-contractors; etc. The Contractor must provide the Inspection Authority and other Government of Canada Authorities with a minimum of ten (10) working days notice of each scheduled test, trial, or demonstration.
- (f) The Contractor must keep written records of all tests, trials, and demonstrations conducted required by the QA System.
- (g) The Contractor must in all respects be responsible for the conduct of all tests and trials in accordance with the requirements of the Contract.
- (h) The Contracting Authority and the Inspection/Technical Authority reserve the right to defer starting or continuing with any sea trials for any reasonable cause including but not limited to adverse weather, visibility, equipment failure or degradation, lack of qualified personnel and inadequate compliance with safety standards.

ANNEX "F"

MANDATORY EVALUATION CRITERIA

MANDATORY BID REQUIREMENTS – THE FOLLOWING MANDATORY INFORMATION MUST BE PROVIDED.

A Bid must comply with the requirements of the Solicitation and meet all mandatory evaluation criteria listed below to be declared responsive and given further consideration in the evaluation process.

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.

Bidders must submit the following information <u>with their bid.</u>				
Failure to provide this information with the bid will render the bid non-responsive.				
Item	Section I: Mandatory Technical Evaluation Criteria	Complies	Does not comply	Bid Reference Pg. #
3.2.1	<p>Preliminary Drawings</p> <p>Bidders must submit preliminary drawings that are in accordance with the Technical Statement of Requirement – Annex A and include at a minimum, the following technical drawings and information of the proposed vessel:</p> <ul style="list-style-type: none"> 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) Drawing of the fuel supply arrangement. 			
3.2.2	<p>Preliminary Project Schedule</p> <p>1. As part of its technical bid, the Bidder must propose its preliminary project schedule, in MS Project or equivalent. The project schedule must 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.</p> <p>2. The Bidder's schedule must also provide a target date for each of the following significant events as applicable;</p>			

	<p>a) hull materials delivered to Contractor and sustained construction commenced;</p> <p>b) hull and deck completed, but not closed in to allow for full inspection of the structure and welding;</p> <p>c) Outfitting/electrical 75% complete but all equipment and components delivered to the Contractor and available for full inspection;</p> <p>d) Contractor's tests and trial and final sea trials required by the TSOR;</p> <p>e) Vessel, trailer and technical manuals delivered to Canada for approval; and</p> <p>f) The start and end of the 12 month warranty period.</p>			
Item	Section II: Mandatory Management Evaluation Criteria	Complies	Does not comply	Bid Reference Pg. #
3.3.1	<p>Inspection and Test Plan (ITP)</p> <p>1. Bidders must provide with their bid the inspection plan and testing procedures that will be used to verify, test and inspect all of the components and systems on the vessel from initial construction to completion. The ITP must be in accordance with Annex "E" attached to this RFP.</p> <p>2. Bidders must outline the process by which they will address and solve problems or delays with the fabrication, various installations, testing and delivery of the vessel in the water.</p>			
3.3.2	<p>Vessel Construction Experience</p> <p>The Bidder must provide objective evidence that it has a proven capability in the construction of vessels of similar size, type and complexity which is the subject to this RFP. To demonstrate this experience, the Bidder must provide:</p> <p>a) detailed list of such vessels built pursuant to TP 1332, Construction Standards for Small Vessels, Non-pleasure craft latest edition, within the last 5 years;</p> <p>b) photographs of listed vessels;</p> <p>c) (for listed TP 1332, non-pleasure craft sold within the last 5 years only) purchaser's name and the date of sale.</p>			
3.3.3	Subcontractors			

	As part of their technical bid, Bidders must submit a completed Annex C – Subcontractors			
3.3.4	<p>Marine Drafting and Engineering Capability</p> <p>The Bidder must provide objective evidence that it has either in-house capabilities, or has a written commitment for the duration of the Contract from a supplier to provide marine drafting and engineering services. The bidder or subcontractor must have the marine drafting and engineering experience and capabilities on construction projects for vessel of similar size, type and complexity to the vessel subject to this RFP.</p>			
3.3.5	<p>Contractor Quality Management System</p> <p>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.</p> <p>The objective evidence must be in the form of a copy of the Bidder's Quality Assurance Manual, which addresses the following elements. Proof of registration with a recognized quality assurance organization whose system addresses the minimum requirements below, may be submitted for consideration.</p> <p>The quality control elements must include, as a minimum:</p> <p>Management Representative; Quality Assurance Manual; Quality Assurance Program Descriptions; Quality Reporting Organization; Inspection and Test Plan; Incoming Inspection; In-Progress Inspection; Final Inspection; Special Processes; Quality Records; Non Conformance; and Corrective Action.</p> <p>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.</p>			

Item	Section III: Mandatory Financial Evaluation Criteria	Complies	Does not comply	Bid Reference Pg. #
3.4.1	Firm Price Bidders must submit their financial bid in accordance with Annex "B" – Basis of Payment. The total amount of Applicable Taxes must be shown separately.	<u>Prices must appear in the Financial Bid only</u>		
3.4.2	Charge-out Rate / Material Mark-up for Unscheduled Work Bidders must provide the information requested in the Basis of Payment, Part 7, Article 7.6.3 – Charge out rate/Material Mark-up.	<u>Prices must appear in the Financial Bid only</u>		
Item	Section IV: Mandatory Certifications Evaluation Criteria	Complies	Does not comply	Bid Reference Pg. #
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 Integrity declaration form available on the Forms for the Integrity Regime website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.			
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), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.			
5.2.2	Federal Contractors Program for Employment Equity - Bid Certification By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the			

	<p><u>Employment and Social Development Canada (ESDC) - Labour's</u> website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#).</p> <p>Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid list at the time of contract award.</p>			
5.2.3.1	<p>Workers Compensation Certification – Letter of Good Standing</p> <p>The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.</p> <p>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.</p>			
5.2.3.2	<p>Welding Certification</p> <p>Welding must be performed by a welder certified by the Canadian Welding Bureau (CWB) for the following Canadian Standards Association (CSA) standards;</p> <p>CSA W47.2 (current version), Certification of Companies for Fusion Welding of Aluminum 2.1.</p>			