



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

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

1713 Bedford Row

Halifax, N.S./Halifax, (N.É.)

Halifax

Nova Scotia

B3J 1T3

Bid Fax: (902) 496-5016

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal To: Public Works and Government Services Canada

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

Proposition aux: Travaux Publics et Services Gouvernementaux Canada

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

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Atlantic Region Acquisitions/Région de l'Atlantique
Acquisitions

1713 Bedford Row

Halifax, N.S./Halifax, (N.É.)

Halifax

Nova Scot

B3J 1T3

Title - Sujet MES Holiday Island	
Solicitation No. - N° de l'invitation T2012-190010/A	Date 2019-07-03
Client Reference No. - N° de référence du client T2012-19-0010	
GETS Reference No. - N° de référence de SEAG PW-\$HAL-202-10732	
File No. - N° de dossier HAL-9-83028 (202)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-07-25	Time Zone Fuseau horaire Atlantic Daylight Saving Time ADT
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Young, Chris	Buyer Id - Id de l'acheteur hal202
Telephone No. - N° de téléphone (902) 476-8829 ()	FAX No. - N° de FAX (902) 496-5016
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF TRANSPORT HERITAGE CRT 95 FOUNDRY ST P.O.BOX 42 MONCTON NEW BRUNSWICK E1C8K6 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	3
1.1 SECURITY REQUIREMENTS	3
1.2 STATEMENT OF REQUIREMENT	3
1.3 DEBRIEFINGS	3
1.4 TRADE AGREEMENTS	3
1.5 EPOST CONNECT SERVICE	3
PART 2 - BIDDER INSTRUCTIONS	3
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	3
2.2 SUBMISSION OF BIDS.....	5
2.3 ENQUIRIES - BID SOLICITATION	5
2.4 APPLICABLE LAWS.....	6
2.5 BIDDERS' CONFERENCE	6
2.6 OPTIONAL SITE VISIT.....	6
2.7 WORK PERIOD – MARINE - BID	6
2.8 PROJECT SCHEDULE	7
PART 3 - BID PREPARATION INSTRUCTIONS.....	7
3.1 BID PREPARATION INSTRUCTIONS	7
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	8
4.1 EVALUATION PROCEDURES.....	8
4.2 BASIS OF SELECTION.....	9
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	10
5.1 CERTIFICATIONS REQUIRED WITH THE BID	10
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	10
PART 6 - RESULTING CONTRACT CLAUSES	12
6.1 SECURITY REQUIREMENTS	12
6.2 STATEMENT OF REQUIREMENT	12
6.3 STANDARD CLAUSES AND CONDITIONS.....	12
6.4 TERM OF CONTRACT	14
6.5 AUTHORITIES	14
6.6 PAYMENT	15
6.7 INVOICING INSTRUCTIONS	16
6.8 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	16
6.9 APPLICABLE LAWS.....	17
6.10 PRIORITY OF DOCUMENTS	17
6.11 SACC <i>MANUAL</i> CLAUSES	17
6.12 INSURANCE – SPECIFIC REQUIREMENTS	17
6.13 INSPECTION AND ACCEPTANCE	18
6.14 OUTSTANDING WORK AND ACCEPTANCE	18
6.15 ISO 9001:2015 - QUALITY MANAGEMENT SYSTEMS	18
ANNEX "A"	20
STATEMENT OF REQUIREMENT	20
ANNEX "B"	21

Solicitation No. - N° de l'invitation
T2012-190010
Client Ref. No. - N° de réf. du client
T2012-19-0010

Amd. No. - N° de la modif.
File No. - N° du dossier
HAL-9-83028

Buyer ID - Id de l'acheteur
HAL202
CCC No./N° CCC - FMS No./N° VME

BASIS OF PAYMENT	21
ANNEX "C"	22
INSURANCE REQUIREMENTS.....	22
ANNEX "D"	25
WARRANTY DEFECT CLAIM PROCEDURES AND FORMS	25
ANNEX "E"	30
INTEGRITY PROVISIONS - LIST OF NAMES (REF CLAUSE 5.2.1)	30
ANNEX "F"	31
FINANCIAL BID PRESENTATION SHEET	31
ANNEX "G" TO PART 3 OF THE BID SOLICITATION	33
ELECTRONIC PAYMENT INSTRUMENTS.....	33
ANNEX "H"	34
CONTRACTOR SELECTION METHOD – SELECTION CRITERIA.....	34

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There are no Security Requirements associated with this requirement.

1.2 Statement of Requirement

Transport Canada requires the supply and installation of a Marine Evacuation System to replace the existing systems on the MV Holiday Island, a roll-on/roll-off (RoRo) passenger vessel offering service between Wood Islands, Prince Edward Island and Caribou, Nova Scotia. Refer to Annex "A" Statement of Requirement for full details.

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 Trade Agreements

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

1.5 epost Connect service

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

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. 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:

TPSGC.RARceptionSoumissionsNE-ARBidReceivingNS.PWGSC@tpsgc-pwgsc.gc.ca

- 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 (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

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

Address:
Bid Receiving Unit, Nova Scotia
1713 Bedford Row
Halifax, NS B3J 1T3

e-post connect :

TPSGC.RARceptionSoumissionsNE-ARBidReceivingNS.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 5 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.4 Applicable Laws

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

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 Bidders' Conference

A bidders' conference will be held onboard the vessel at 3722 Highway 106, Caribou, Nova Scotia B0K 1H0 on Wednesday, 10 July 2019. The conference will begin immediately following the site visit. The scope of the requirement outlined in the bid solicitation will be reviewed during the conference and questions will be answered. It is recommended that bidders who intend to submit a bid attend or send a representative.

Bidders are requested to communicate with the Contracting Authority before the conference to confirm attendance. Bidders should provide, in writing, to the Contracting Authority, the names of the person(s) who will be attending and a list of issues they wish to table by 3pm local time Monday, 8 July 2019.

Any clarifications or changes to the bid solicitation resulting from the bidders' conference will be included as an amendment to the bid solicitation. Bidders who do not attend will not be precluded from submitting a bid.

2.6 Optional Site Visit

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for a tour of the work site. The site visit will be held onboard on 10 July 2019, beginning at 10:45 local time at 3722 Highway 106, Caribou, Nova Scotia B0K 1H0.

Bidders are requested to communicate with the Contracting Authority to confirm attendance and provide the name(s) of the person(s) who will attend by 3pm local time Monday, 8 July 2019.

Bidders may be requested to sign an attendance form. Bidders who do not attend or send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

2.7 Work Period – Marine - Bid

Work must commence and be completed as follows:

Commence: January 1, 2020;
Complete: March 17, 2020.

By submitting a bid, the Bidder certifies that they have sufficient material and human resources allocated or available and that the above work period is adequate to both complete the known work and absorb a reasonable amount of unscheduled work.

2.8 Project Schedule

As part of its technical bid, the Bidder must propose its preliminary project schedule, in Gantt chart format. 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.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

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

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

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 and 2 soft copies on CD)
Section II: Financial Bid (1 hard copies)
Section III: Certifications (1 hard copies)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other 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.

Section I: Technical Bid

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. Bidders must submit their financial bid in accordance with **Annex F “Financial Bid Presentation Sheet”**. The total amount of Applicable Taxes must be shown separately.

3.1.1 Electronic Payment of Invoices – Bid

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

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

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

3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

3.1.3 SACC Manual Clauses

C0417T (2008-05-12), Unscheduled Work and Evaluation Price

Section III: 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

Bids must meet all Mandatory Criteria MT1 – MT8 as stated in Annex “H” Contractor Selection Method – Selection Criteria.

The Bidder's proposal must meet all mandatory requirements in order to be evaluated. The bidder is to provide proof that each mandatory requirement is met. Failure to do this will result in no further evaluation being conducted. Bidders must complete the checklist provided in Annex A and include it in the bid submission package.

4.1.1.2 Point Rated Technical Criteria

All bids will be point-rated as per Technical Merit criteria TM1 – TM11 as detailed in Annex "H" Contractor Selection Method – Selection Criteria.

4.1.2 Financial Evaluation

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

4.2 Basis of Selection

4.2.1 Highest Combined Rating of Technical Merit and Price

[A0027T \(2012-07-16\)](#) Basis of Selection - Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 30 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 74 points
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70 % for the technical merit and 30 % for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	115/135 x 70 = 59.63	89/135 x 70 = 46.15	92/135 x 70 = 47.70
	Pricing Score	45/55 x 30 = 24.55	45/50 x 30 = 27.00	45/45 x 30 = 30.00
Combined Rating		84.18	73.15	77.70
Overall Rating		1st	3rd	2nd

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 declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property 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 Insurance Letter

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 Annex C.

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.

5.2.3 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

[A3005T](#) (2010-08-16)

5.2.4 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:
 - a. CSA W47.1 (current version), Certification of Companies for Fusion Welding of Steel (Minimum Division Level 2.1);
 - b. CSA W47.2 (current version), Certification of Companies for Fusion Welding of Aluminum (Minimum Division Level 2.0).
2. Before contract award and within two (2) calendar days of the written request by the Contracting Authority, the successful Bidder must submit evidence demonstrating its or its subcontractor's certification by CWB in accordance with the CSA welding standards.

B4075 (2016-01-28)

5.2.5 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 2 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.

A0285T (2012-07-16)

5.2.6 Education and Experience

SACC Manual clause [A3010T](#) (2010-08-16) Education and Experience

5.2.7 Additional Certifications Precedent to Contract Award

- a. List of Proposed Sub-contractors
- b. Valid Labour Agreement

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Statement of Requirement

Transport Canada requires the supply and installation of Marine Evacuation Systems to replace the existing systems on the MV Holiday Island, a roll-on/roll-off (RoRo) passenger vessel offering service between Wood Islands, Prince Edward Island and Caribou, Nova Scotia. Refer to Annex "A" Statement of Requirement for full details.

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

[2030](#) (2018-06-21), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

6.3.2 Supplemental General Conditions

1029 (2018-12-06), Ship Repairs, apply to and form part of the Contract.

6.3.3 Supplemental General Conditions

The warranty clause of the general conditions forming part of the Contract is deleted and replaced by the following:

"08 Warranty"

The Contractor, if requested by Canada, must replace or repair at its own expense any finished work, excluding Government Issue incorporated in the Work, which becomes defective or which fails to conform to contract requirements as a result of faulty or inefficient manufacture, material or workmanship.

Despite acceptance of the finished work, and without restricting any other term of the Contract or any condition, warranty or provision imposed by law, the Contractor warrants that the following will be free from all defects and will conform with the requirements of the Contract:

The painting of the underwater portion of the hull for a period of 365 days commencing from the date of undocking, except that the Contractor will only be liable to repair and/or replace to a value to be determined as follows:

Original cost to Canada of the underwater painting work, divided by 365 days and multiplied by the number of days remaining in the warranty period. The resultant sum would represent the "Dollar Credit" due to Canada from the Contractor.

All other painting work for a period of 365 days commencing from the date of acceptance of the Work;

All other items of work for a period of ninety (90) days commencing from the date of acceptance of the Work, except that:

the warranty on the work related to any system or equipment not immediately placed in continuous use or service will be for a period of ninety (90) days from the date of acceptance of the vessel;

for all outstanding defects, deviations, and work items listed on the Acceptance Document at Delivery, the warranty will be ninety (90) days from the subsequent date of acceptance for each item.

The Contractor agrees to pass to Canada, and exercise on behalf of Canada, all warranties on the materials supplied or held by the Contractor which exceed the periods indicated above.

Refer to Annex "D" for Warranty Defect Claim Procedures and forms.

6.3.4 Warranty – Contractor responsible for all costs

Section 22 entitled Warranty of general conditions 2030 is amended by deleting subsections 3 and 4 in its entirety and replacing it with the following:

The Work or any part of the Work found to be defective or non-conforming will be returned to the Contractor's plant for replacement, repair or making good. However, when in the opinion of Canada it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. In such cases, the Contractor will be responsible for all Costs (including travel and living expenses) incurred in so doing, Canada will not reimburse these Costs.

The Contractor must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant pursuant to subsection 3. The Contractor must also pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location directed by Canada.

Solicitation No. - N° de l'invitation
T2012-190010
Client Ref. No. - N° de réf. du client
T2012-19-0010

Amd. No. - N° de la modif.
File No. - N° du dossier
HAL-9-83028

Buyer ID - Id de l'acheteur
HAL202
CCC No./N° CCC - FMS No./N° VME

All other provisions of the warranty section remain in effect.

6.4 Term of Contract

6.4.1 Work Period - Marine - Contract

Work must commence and be completed as follows:

Commence: January 1, 2020;
Complete: March 31, 2020.

The Contractor certifies that they have sufficient material and human resources allocated or available and that the above work period is adequate to both complete the known work and absorb a reasonable amount of unscheduled work.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Chris Young
Title: Supply Team Leader
Public Works and Government Services Canada
Acquisitions Branch
Atlantic Region
Address: 1713 Bedford Row
Halifax, Nova Scotia
B3J 1T3
Telephone: 902-476-8829
E-mail address: Christopher.Young@pwgsc.gc.ca

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

6.5.2 Technical Authority

The Technical Authority for the Contract is:

Name:
Title: Technical Advisor
Organization: Transport Canada Marine Programs
Address: 45 Alderney Drive
Dartmouth, NS B2Y 4K2
Telephone:

E-mail address:

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

6.5.3 Contractor's Representative

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

Telephone: _____
Facsimile: _____
E-mail address: _____

6.6 Payment

6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex B *for a cost of* \$ _____. Customs duties are included and Applicable Taxes are extra.

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

6.6.2 Limitation of Price

SACC Manual clause C6000C (2017-08-17) Limitation of Price

6.6.3 Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

6.6.4 Electronic Payment of Invoices – Contract

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;

- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

6.7 Invoicing Instructions

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

Invoices must be distributed as follows:

TRANSPORT CANADA
PROGRAMS
HERITAGE COURT
95 FOUNDRY ST P.O.BOX 42
MONCTON NB E1C 8K6

Att.: Sandra Belliveau

The original invoice must be sent for verification to:

Acquisitions Marine
1713 Bedford Row
Halifax, NS
B3J 3C9
Att.: Chris Young

6.8 Certifications and Additional Information

6.8.1 Compliance

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

6.8.2 Project Schedule

The Contractor must provide a detailed project schedule in Gantt chart format to the Contracting Authority and the Project Authority one (1) week after award of Contract. The project schedule must include the work breakdown structure, the scheduling of main activities and milestone events, and any potential problem areas involved in completing the Work.

6.8.3 Welding Certification

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 W47.1 (current version), Certification of Companies for Fusion Welding of Steel (Minimum Division Level 2.1);

- b. CSA W47.2 (current version), Certification of Companies for Fusion Welding of Aluminum (Minimum Division Level 2.0).

In addition, welding must be done in accordance with the requirements of the applicable drawings and specifications.

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.

6.9 Applicable Laws

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

6.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 1029 (2018-12-06), Ship Repairs;
- (c) the general conditions 2030 (2018-06-21), General Conditions - Higher Complexity - Goods ;
- (d) Annex "A", Statement of Requirement;
- (e) Annex "B", Basis of Payment;
- (f) Annex "F", Financial Bid Presentation Sheet;
- (g) Annex "C", Insurance Requirements;
- (h) the Contractor's bid dated _____

6.11 SACC Manual Clauses

A0290C (2008-05-12)	Hazardous Waste – Vessels
D3015C (2014-09-25)	Dangerous Goods/Hazardous Products – Labelling and Packaging Compliance
A9039C (2008-05-12)	Salvage
B1501C (2018-06-21)	Electrical Equipment
A9068C (2010-01-11)	Government Site Regulations
A1009C (2008-05-12)	Work Site Access
A0285C (2007-05-25)	Workers Compensation
B5007C (2010-01-11)	Procedures for Design Change or Additional Work
B9014C (2013-04-25)	Outstanding Work and Acceptance – Civilian

6.12 Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex "C". 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.

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.

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. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

6.13 Inspection and Acceptance

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

6.14 Outstanding Work and Acceptance

The Inspection Authority, in conjunction with the Contractor, will prepare a list of outstanding work items at the end of the work period. This list will form the annexes to the formal acceptance document for the vessel. A contract completion meeting will be convened by the Inspection Authority on the work completion date to review and sign off the form PWGSC-TPSGC 1205, Acceptance. In addition to any amount held under the Warranty Holdback Clause, a holdback of twice the estimated value of outstanding work will be held until that work is completed.

The Contractor must complete the above form in three (3) copies, which will be distributed by the Inspection Authority as follows:

- a. original to the Contracting Authority;
- b. one copy to the Technical Authority;
- c. one copy to the Contractor.

6.15 ISO 9001:2015 - Quality Management Systems

In the performance of the Work described in the Contract, the Contractor must comply with the requirements of:

ISO 9001:2015 - Quality management systems - Requirements, published by the International Organization for Standardization (ISO), current edition at date of submission of the Contractor's bid with the exclusion of the following requirement:

8.3 Design and development.

It is not the intent of this clause to require that the Contractor be registered to the applicable standard; however, the Contractor's quality management system must address each requirement contained in the standard.

Assistance for Government Quality Assurance (GQA):

The Contractor must provide the Inspection Authority or designate with the accommodation and facilities required for the proper accomplishment of GQA and must provide any assistance required by the Inspection Authority for evaluation, verification, validation, documentation or release of product. The

Solicitation No. - N° de l'invitation
T2012-190010
Client Ref. No. - N° de réf. du client
T2012-19-0010

Amd. No. - N° de la modif.
File No. - N° du dossier
HAL-9-83028

Buyer ID - Id de l'acheteur
HAL202
CCC No./N° CCC - FMS No./N° VME

Inspection Authority or designate must have the right of access to any area of the Contractor's or Subcontractor's facilities where any part of the Work is being performed.

The Inspection Authority or designate must be afforded unrestricted opportunity to evaluate and verify Contractor conformity with Quality System procedures and to validate product conformity with contract requirements. The Contractor must make available, for reasonable use by the Inspection Authority or designate, the equipment necessary for all validation purposes. Contractor personnel must be made available for operation of such equipment as required.

When the Inspection Authority or designate determines that GQA is required at a subcontractor's facilities, the Contractor must provide for this in the purchasing document and forward copies to the Inspection Authority or designate, together with relevant technical data as the Inspection Authority or designate may request. The Contractor must notify the Inspection Authority or designate of non-conforming product received from a subcontractor when the product has been subject to GQA.

Solicitation No. - N° de l'invitation
T2012-190010
Client Ref. No. - N° de réf. du client
T2012-19-0010

Amd. No. - N° de la modif.
File No. - N° du dossier
HAL-9-83028

Buyer ID - Id de l'acheteur
HAL202
CCC No./N° CCC - FMS No./N° VME

ANNEX "A"

STATEMENT OF REQUIREMENT

The Statement of Requirement, including applicable annexes, drawings or supporting documentation, is attached as a separate document titled:

NM Holiday Island - Spécification relative à l'approvisionnement pour les nouveaux dispositifs d'évacuation en mer et radeaux de sauvetage

ANNEX "B"

BASIS OF PAYMENT

Remark to Bidder: Annex B will form the Basis of Payment for the resulting contract and should not be filled in at the bid submission stage. Refer to Annex F "Financial Bid Presentation Sheet".

1. Contract Price

a)	Known Work As specified in Annex "A" for a FIRM PRICE of:	\$ _____
d)	HST (15%) of Line a) only	\$ _____
e)	Total Firm Price HST Included: For a FIRM PRICE of :	\$ _____

2. Unscheduled Work

2.1 Price Breakdown:

The Contractor must, upon request, provide a price breakdown for all unscheduled work, by specific activities with trades, person-hours, material, subcontracts and services.

2.2 Pro-rated Prices:

Hours and prices for unscheduled work will be based on comparable historical data applicable to similar work at the same facility, or will be determined by pro-rating the quoted work costs in the Contract when in similar areas of the vessel.

2.3 Payment for Unscheduled Work:

The Contractor will be paid for unscheduled work arising, as authorized by Canada. The authorized unscheduled work will be calculated as follows:

Number of hours (to be negotiated) x \$ _____, being the Contractor's firm hourly charge-out labour rate which includes overhead and profit, plus net laid-down cost of materials to which will be added a mark-up of 10 percent, plus Goods and Services Tax or Harmonized Sales Tax, if applicable, calculated at _____ percent of the total cost of material and labour. The firm hourly charge-out labour rate and the material mark-up will remain firm for the term of the Contract and any subsequent amendments.

C0902C (2013-04-25)

ANNEX "C"

INSURANCE REQUIREMENTS

C1 Ship Repairers' Liability Insurance

The Contractor must obtain Ship Repairer's 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 \$10,000,000.00 per accident or occurrence and in the annual aggregate.

The Ship Repairer's Liability insurance must include the following:

- a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
- b. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by the Department of Transport Canada and Public Works and Government Services Canada for any and all loss of or damage to the vessel, however caused.
- c. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
- d. 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.
- 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. 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.

G5001C (2018-06-21)

C2 Commercial General Liability Insurance

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.

The Commercial General Liability policy must include the following:

- a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
- b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.

- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

G2001C (2018-06-21)

C3 Limitation of Contractor's Liability for Damages to Canada

1. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees.
2. Whether the claim is based in contract, tort, or another cause of action, the Contractor's liability for all damages suffered by Canada caused by the Contractor's performance of or failure to perform the Contract is limited to \$10,000,000.00. This limitation of the Contractor's liability does not apply to:
 - any infringement of intellectual property rights; or
 - any breach of warranty obligations
3. Each Party agrees that it is fully liable for any damages that it causes to any third party in connection with the Contract, regardless of whether the third party makes its claim against Canada or the Contractor. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada for that amount.

N0001C (2008-05-12)

ANNEX “D”

WARRANTY DEFECT CLAIM PROCEDURES AND FORMS

Warranty Procedures

1. Scope

a. The following are the procedures, which suit the particular requirements for warranty considerations for a vessel on completion of a refit.

2. Definition

There are a number of definitions of “warranty” most of which are intended to describe its force and effect in law. One such definition is offered as follows:

“A warranty is an agreement whereby the vendor’s or manufacturer’s responsibility for performance of its product is extended for a specific period of time beyond the date at which the title to the product passes to the buyer.”

3. Warranty Conditions

a. 2030 General Conditions - Higher Complexity - Goods are augmented by clauses incorporated into the subject Contract.

b. The warranty periods may be stated in more than one part:

- i. 90 days commencing from the day the PWGSC 1205 Acceptance Document is signed for workmanship provided by the contractor for the refit work specified;
- ii. 365 days from the date of acceptance for the specified areas of painting;
- iii. 365 days commencing from the day the PWGSC 1205 Acceptance Document is signed for parts and material provided by the contractor for the refit work specified;
- iv. Any other specific warranty periods that may be required in the contract or offered by the Contractor.

c. The foregoing does not cover the disposition of other deficiencies that will be directly related to Technical Authority problem areas of the following nature:

- i. items becoming unserviceable that were not included in the refit specification;
- ii. refit specifications or other related documentation requiring amendments or corrections to increase viability; and
- iii. work performed that is directly related to the Technical Authority.

4. Reporting Failures With Warranty Potential

a. The initial purpose of a report of a failure is to facilitate the decision as to whether or not to involve warranty and to generate action to effect repairs. Therefore in addition to identification, location data, etc. the report must contain details of the defect. Warranty decisions as a general

rule are to be made locally and the administrative process is to be in accordance with procedures as indicated.

- b. These procedures are necessary as invoking a warranty does not simply mean that the warrantor will automatically proceed with repairs at his expense. A review of the defect may well result in a disclaimer of responsibility, therefore, it is imperative that during such a review the Department is directly represented by competent technical authority qualified to agree or disagree with the warrantor's assertions.

5. Procedures

- a. Immediately it becomes known to the Ship's Staff that an equipment/system is performing below accepted standards or has become defective, the procedures for the investigation and reporting are as follows:
 - i. The vessel advises the Technical Authority when a defect, which is considered to be directly associated the refit work, has occurred.
 - ii. On review of the Specification and the Acceptance Document, the Technical Authority in consort with Ship's Staff is to complete the Tombstone Data and section 1 of the Warranty Claim Form attached and forward the original to the Contractor for review with a copy to the PWGSC contracting Authority. If the PWGSC Contracting or Inspection Authority is unable to support warranty action, the Defect Claim Form will be returned to the originator with a brief justification. (It is to be noted that in the latter instance PWGSC will inform the Contractor of its decision and no further action will be required of the Contractor.)
Warranty defect claims may be forwarded in hard copy, by fax or by e-mail whichever format is the most convenient.
 - iii. Assuming the Contractor accepts full responsibility for repair, the Contractor completes Section 2 and 3 of the Warranty Claim Form, returns it to the Inspection Authority who confirms corrective action has been completed, and who then distributes the form to the Technical Authority and the PWGSC Contracting Authority.
- b. In the event that the Contractor disputes the claim as a warranty defect, or agrees to share, the contractor is to complete Part 2 of the Warranty Claim Form with the appropriate information and forward it to the Contracting Authority who will distribute copies as necessary.
- c. When a warranty defect claim is disputed by the Contractor, the Technical Authority may arrange to correct the defect by in-house resources or by contracting the work out. All associated costs must be tracked and recorded as a possible charge against the contractor by PWGSC action. Material costs and man-hours expended in correcting the defect are to be recorded and entered in Section 5 of the warranty defect claim by the Technical Authority who will forward the warranty defect claim to the PWGSC Contracting Authority for action. Defective parts of equipment are to be retained pending settlement of claim.
- d. Defective equipment associated with potential warranty should not normally be dismantled until the contractor's representative has had the opportunity to observe the defect. The necessary work is to be undertaken through normal repair methods and costs must be segregated as a possible charge against a contractor by PWGSC action.

6. Liability

- a. Agreement between the Contracting Authority, Inspection Authority, Technical Authority and the Contractor will result in one of the following conditions:

- i. The contractor accepts full responsibility for costs to repair or overhaul under the warranty provisions of the contract;
 - ii. The Technical Authority accepts full responsibility for repair and overhaul of item concerned;
or
 - iii. The Contractor and the Technical Authority agree to share responsibility for the costs to repair or overhaul the unserviceable item, in such cases the PWGSC Contracting Authority will negotiate the best possible sharing arrangement.
- b. In the event of a disagreement as in paragraph 5c, PWGSC will take necessary action with the contractor while the Technical Authority informs its Senior Management including pertinent data and recommendations.
- c. The total cost of processing warranty claims must include accommodation and travel costs of the contractor's employees as well as equipment/system down time and operational constraints. Accordingly, the cost to remediate the defect, in man-hours and material, will be discussed between the Contracting/Inspection Authorities and the Technical Authority to determine the best course of action.

7. Alongside Period For Warranty Repairs and Checks

If at all possible, an alongside period for the vessel is to be arranged just before the expiration of the 90 day warranty period. This alongside period is to provide time for warranty repair and check by the contractor.

Buyer ID - Id de l'acheteur
HAL202
CCC No./N° CCC - FMS No./N° VME

Solicitation No. - N° de l'invitation
T2012-190010
Client Ref. No. - N° de réf. du client
T2012-19-0010

Amd. No. - N° de la modif.
File No. - N° du dossier
HAL-9-83028

Buyer ID - Id de l'acheteur
HAL202
CCC No./N° CCC - FMS No./N° VME

2. Contractor's Investigative Report – Le rapport investigateur de l'entrepreneur

3. Contractor's Corrective Action – La modalité de reprise de l'entrepreneur

Contractor's Name and Signature – Nom et signature de l'entrepreneur
reprise

Date of Corrective Action - Date de modalité de
reprise

Client Name and Signature - Nom et signature de client

Date

4. PWGSC Review of Warranty Claim Action – Examen d'action de réclamation de garantie par TPSGC

Signature – Signature

Date

5. Additional Information – Renseignements supplémentaires



PWGSC-TPSGC

Solicitation No. - N° de l'invitation
T2012-190010
Client Ref. No. - N° de réf. du client
T2012-19-0010

Amd. No. - N° de la modif.
File No. - N° du dossier
HAL-9-83028

Buyer ID - Id de l'acheteur
HAL202
CCC No./N° CCC - FMS No./N° VME

ANNEX "E"

INTEGRITY PROVISIONS - LIST OF NAMES (Ref Clause 5.2.1)

Failure to provide the following information will render the bid non-responsive.

Complete Legal Name of Supplier: _____

Supplier Address: _____

Supplier PBN: _____

Solicitation Number: **T2012-190010/A**

List of Directors:

Please provide a list of names of all individuals currently on the Board of Directors of the above company.

Name	Position

Attach additional names on a separate sheet if required.

ANNEX "F"

FINANCIAL BID PRESENTATION SHEET

Work Period Location: Caribou, Nova Scotia

1. Evaluation of Price

a)	Known Work For work to supply and deliver MES systems , as specified in Annex "A" and associated documents and drawings for a FIRM PRICE of:	\$ _____
b)	Known Work - Strip out of old equipment and cabling As per Annex A for a FIRM PRICE of:	\$ _____
c)	Known Work - Installation As per Annex A for a FIRM PRICE of:	\$ _____
d)	Known Work - Set to work and operational trials As per Annex A for a FIRM PRICE of:	\$ _____
e)	Known Work - Testing and witnessing by Lloyd's Register As per Annex "A" for a FIRM PRICE of:	\$ _____
f)	Known Work – Cranage As per Annex "A" for a FIRM PRICE of:	\$ _____
g)	Known Work - Training and deployment As per Annex "A" for a FIRM PRICE of:	\$ _____
h)	Known Work - Repacking and re-installation of MES and life rafts including all shipping costs As per Annex "A" for a FIRM PRICE of:	\$ _____
i)	Known Work - Quote of current FSR and re-certification costs As per para 2.2 of Annex "A" for a FIRM PRICE of:	\$ _____
j)	Known Work - Travel and Living Estimated travel expenses based on Treasury Board Travel Directive (ref section 3 below). MAXIMUM (ceiling) amount that will be reimbursed for known work.	\$ _____
k)	Unscheduled Work Estimated labour hours at a firm Charge-out Labour Rate, including overhead and profit: 200 person hours X \$ _____ per hour for a PRICE of:	\$ _____
l)	EVALUATION PRICE HST Excluded, [a + b + c + d + e + f + g + h + i + j + k]: For an EVALUATION PRICE of :	\$ _____

2. Unscheduled Work

2.1 Price Breakdown:

The Contractor must, upon request, provide a price breakdown for all unscheduled work, by specific activities with trades, person-hours, material, subcontracts and services.

2.2 Pro-rated Prices:

Hours and prices for unscheduled work will be based on comparable historical data applicable to similar work at the same facility, or will be determined by pro-rating the quoted work costs in the Contract when in similar areas of the vessel.

2.3 Payment for Unscheduled Work:

The Contractor will be paid for unscheduled work arising, as authorized by Canada. The authorized unscheduled work will be calculated as follows:

Number of hours (to be negotiated) x \$_____, being the Contractor's firm hourly charge-out labour rate which includes overhead and profit, plus net laid-down cost of materials to which will be added a mark-up of 10 percent, plus Goods and Services Tax or Harmonized Sales Tax, if applicable, calculated at _____ percent of the total cost of material and labour. The firm hourly charge-out labour rate and the material mark-up will remain firm for the term of the Contract and any subsequent amendments.

2.4 Overtime

No overtime work will be compensated for under the Contract unless authorized in advance and in writing by the Contracting Authority. Any request for payment must be accompanied by a copy of the overtime authorization and a report containing such details as Canada may require with respect to the overtime work performed. Compensation for authorized overtime will be calculated by taking the average hourly direct labour rate premiums, plus certified fringe benefit additives, plus profit of 7 1/2 percent on labour premium and fringe benefits. These rates will remain firm for the duration of the Contract including all amendments and are subject to audit if deemed necessary by Canada.

3. Travel and Living Expenses - National Joint Council Travel Directive

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, and private vehicle allowances specified in Appendices B, C and D of the [National Joint Council Travel Directive](#), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

All travel must have the prior authorization of the Contracting Authority.

All payments are subject to government audit.

Solicitation No. - N° de l'invitation
T2012-190010
Client Ref. No. - N° de réf. du client
T2012-19-0010

Amd. No. - N° de la modif.
File No. - N° du dossier
HAL-9-83028

Buyer ID - Id de l'acheteur
HAL202
CCC No./N° CCC - FMS No./N° VME

ANNEX “G” to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.1, the Bidder must identify which electronic payment instruments they are willing to accept for payment of invoices.

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

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

ANNEX "H"

CONTRACTOR SELECTION METHOD – SELECTION CRITERIA

The contractor selection method is based on Mandatory Technical Criteria and Technical Merit Criteria.

MANDATORY TECHNICAL CRITERIA

The bid must meet the mandatory technical criteria specified below. The bidder must provide the necessary documentation to demonstrate compliance with this requirement.

Bids that fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately. Bidders must complete the following checklist and include it in the bid submission package

Mandatory Technical Criteria (MT)

No.	Description of Criterion	Met	Not Met	Cross Ref. to Proposal
MT1	Bidders must demonstrate completeness and quality of the written proposal. Demonstration of how the requirements are to be met. Indicators: Describe in writing how each requirement will be met in a thorough, concise and clear manner.			
MT2	Bidders must demonstrate that the MES systems are approved and meets all the requirements of sections 7. Submit documentation from LRS that they will provide design assessment and approval according to Lloyd's Register and the requirements of section 7 will be met.			
MT3	Bidders must demonstrate that the new MES and life rafts at a minimum meets the functionality as described in 8.1 and 8.2. The manufacturer/supplier must verify and summarize the proposed equipment's functions for items listed in Section 8.1 and 8.2.			
MT4	The supplied bid must demonstrate the ability to supply, deliver MES system and life rafts and design for launching racks to Vessel home port before January 1st, 2020			
MT5	Bidders must demonstrate that they can provide an Eastern Canada FSR to provide support to vessel on designated route Contractor to provide identification and qualifications of the FSR together with contact information			
MT6	The bidder must identify a minimum of six (6) each previous MES installations in the last ten (10) years by the equipment manufacturer. Reference list must also include the current installations of the vendor equipment which has been installed / maintained in Canada by the manufacturer in the last ten (10) years. This must be in the form of objective evidence – for example -as reference letters from clients			

MT7	The bidder must confirm that the life expectancy of the inflatable portions of their MES equipment and associated rafts will be fully serviceable and capable being in use for a min. of 15 years from date of manufacture without recourse to any special measures.			
MT8	The bidder must confirm options available for equipment maintenance and the schedule and costing of each maintenance interval.			

Technical Merit Criteria

Technical Merit (TM)

TM1 – MES Self Contained, Fully Autonomous Single Action Release

Description of Criteria	Score	Indicators
<p>Bidder will supply an approved MES with total or a combination of autonomous single acting release system</p> <p>Total (10 points)</p> <p>(0-2 points) Very complex system with electrical/hydraulic launch system, needing extra crew to deploy MES</p> <p>(3-6 points) System requires minimal installation work, with assisted release system, requiring 2-3 crew participation for deployment</p> <p>(7-10 points) Compact all-in-one stowage, minimal footprint, and single action release (no electrical/hydraulics) requiring minimal crew implication.</p>		

TM2 – MES Self Aligning/Tensioning Bowsing System

Description of Criteria	Score	Indicators
<p>Bidder will supply MES with functional bowsing system:</p> <p>Total (10 points)</p> <p>(2 points) Bowsing system is manual, with no self-aligning</p> <p>(6 points) Bowsing system has automatic function for alignment</p> <p>(10 points) Bowsing system is completely automatic for self-aligning and tensioning</p>		

TM3 – Return to Vessel via Slide

Description of Criteria	Score	Indicators
<p>MES will be designed to permit crew to re-embark on vessel, and/or help passengers evacuate vessel</p> <p>Total (4 points)</p> <p>(0 – 2points) MES has means to permit crew or passengers to return to ship via slide with harness</p> <p>(3-4 points) MES permits crew to return to vessel during an evacuation and/or aid personnel recovery via slide in a fast and effective manner</p>		

TM4 – Heavy Weather Testing

Description of Criteria	Score	Indicators
<p>MES manufacturer provides documentation to confirm Heavy Weather tested in excess of Beaufort 6 wind forces (as per LSA code)</p> <p>Total (4 points)</p> <p>(1-4 points) MES tested to more than Beaufort 6 weather conditions as per LSA code requirements</p>		

TM5 – Size of Crew for Safe Deployment

Description of Criteria	Score	Indicators
<p>Bidder to clearly identify personnel and duties required to deploy and evacuate MES including life raft personnel</p> <p>Total (6 points)</p> <p>(1-4 points) MES deploys slide + integrated life raft initially and needs minimal number of throw over rafts to complete evacuation (need very little personnel)</p> <p>(5-6 points) MES deploys slide+ totality of necessary packing (need minimal personnel)</p>		

TM6 – Technical Assistance Response

Description of Criteria	Score	Indicators
Supplier to be able to supply a Field Service Representative to assist vessel, within 48 hours. Service depot is located in Atlantic Provinces.		
Total (6 points)		
(1 point) FSR available and dispatched within 48 hours or more		
(4 points) FSR available and dispatched within 36		
(6 points) FSR available and dispatched within 24 hours		

TM7 – Servicing (Annual and post Deployment)

Description of Criteria	Score	Indicators
Time normally required in OEM service facility to inspect and re-certify MES following deployment. (Transportation excluded)		
Total 6 Points		
0 (10 or more days)		
1-2 (5-9 days)		
3-4 (2-4 days)		
4-6 (2 days or less)		

TM8 – MES Facilitates Evacuation of Disabled and Injured Persons

Description of Criteria	Score	Indicators
System readily facilitates evacuation of disabled or injured persons and allows for assisted decent and good communication with ship's personnel.		Demonstrates assisted descent
Bid submission to demonstrate:		Accommodates stretcher
Total (6) Points		
Demonstrate easily crew assisted descent of disabled or injured passenger (0-4 points)		Allows for good communication with ships personnel including line of sight
Demonstrates assistance while allowing for good communication and visual contact (4-6 points)		

Solicitation No. - N° de l'invitation
T2012-190010
Client Ref. No. - N° de réf. du client
T2012-19-0010

Amd. No. - N° de la modif.
File No. - N° du dossier
HAL-9-83028

Buyer ID - Id de l'acheteur
HAL202
CCC No./N° CCC - FMS No./N° VME

TM9 – MES Slide Provides Protection from Elements

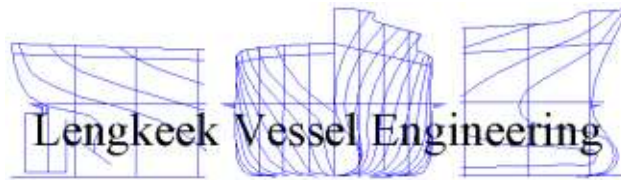
Description of Criteria	Score	Indicators
The MES slide is enclosed and provides protection from elements during decent		
Total (8 Points)		
(0-4 Points) Slide provides partial protection		
(4-8 Points) Slide is totally enclosed and provides good protection from elements		

TM10 – Anticipated Future Service Cost

Description of Criteria	Score	Indicators
Present cost for OEM FSR service (as quoted) by MES OEM supplier for annual and service following deployment		
Cost for annual x 5 + deployment (1) = Total		
Total (10 Points)		
(0-9 pts) Low Total/High Total x 5		
(10 pts) Low total		

TM11 – MES and Life Rafts Warranty

Description of Criteria	Score	Indicators
Years of full warranty		Bidder must state length of time of full warranty.
Total (4 points)		
(0 - 2 points) Warranty period of 12-24 months		
(3-4points) Warranty period in excess of 24 months		



M.V. "Holiday Island"
**Procurement Specification for New Marine Evacuation
Systems and Life Rafts**

For
Transport Canada
45 Alderney Drive P.O. Box 1013
Dartmouth, NS B2Y 2N6



Prepared By:
Lengkeek Vessel Engineering Inc.
Report Number: J18090-R02, rev 0

<i>Prepared By: D. O'Rourke</i>

<i>Checked By: T. Newbury</i>

<i>LVE Form 72, rev1</i>

Revision Matrix

<i>Rev</i>	<i>Brief description of revisions made</i>	<i>Date of Issue</i>
A	Issued to client for review	16-Oct-2018
B	Issued to client for review	7-Dec-2018
0	Issued to client	06-Feb-2019

TABLE OF CONTENTS

1	GENERAL.....	2
2	NEW MARINE EVACUATION SYSTEMS AND LIFE RAFTS.....	2
3	PRINCIPAL PARTICULARS, “HOLIDAY ISLAND”	2
4	LIFESAVING EQUIPMENT INFORMATION	2
5	PURPOSE.....	3
6	BID SUBMISSION PACKAGE	3
7	GENERAL REQUIREMENTS AND STANDARDS.....	4
8	DESCRIPTION OF REQUIREMENTS.....	5
8.1	EQUIPMENT AND ITEMS TO BE SUPPLIED	5
8.2	FUNCTIONALITIES OF NEW MES SYSTEMS AND ACCESSORIES	5
9	EXPERIENCE	6
10	SUPPLIED DRAWINGS AND INFORMATION	6
11	RESPONSIBILITIES OF MANUFACTURER/SUPPLIER AND TC.....	6
12	IMPOSED CONSTRAINTS	7
13	QUALITY ASSURANCE AND PROOF OF PERFORMANCE.....	7
14	CERTIFICATIONS	8
15	DELIVERABLES.....	8
16	PROJECT SCHEDULE	9
17	BASIS OF PAYMENT	ERROR! BOOKMARK NOT DEFINED.
18	WARRANTY	9

1 GENERAL

The Holiday Island, owned by Transport Canada (TC) and operated by Northumberland Ferries Limited (NFL), provides service between Wood Islands, Prince Edward Island and Caribou, Nova Scotia. The ship operates May to December each year depending on ice conditions. The vessel is 'in-class' and delegated to Lloyd's Register.

The Holiday Island is certified to carry 377 passengers and 22 crew members, for a total complement of 399 persons. According to Canadian marine classification, this vessel is classified under Home Trade Class III. Therefore, as per the C1436 Life Saving Equipment Regulation, this ship is a Class 3 Ship.

It is the intention of the owners to replace the existing lifeboats and life rafts with new Marine Evacuation Systems (MES) and throw-over life rafts. The vessel is currently fitted with (2-off) open-style, 60 person lifeboats and (12-off) 25-person life rafts evenly distributed port and starboard on the Boat deck level. Although compliant with the applicable regulations and requirements, these components are reaching the end of their service life. The vessel is operated by a third party under party charter agreements (NFL).

2 NEW MARINE EVACUATION SYSTEMS AND LIFE RAFTS

Two (2) new MES systems with additional throw-over type life rafts as required are to be installed on the Boat deck level (P&S) in the same general location as the existing lifeboats and davits. The new equipment is to be sized to match total vessel compliment plus 20%, and evenly distributed port and stbd.

3 PRINCIPAL PARTICULARS, "HOLIDAY ISLAND"

Length Overall	99.098 m
Length Between Perp.	96.622 m
Beam Overall	20.749 m
Beam Moulded	20.422 m
Depth	7.087 m
Draft	5.029 m
Freeboard (to Boat Deck)	10.63 m

4 LIFESAVING EQUIPMENT INFORMATION

Passengers	377
Crew	22
Compliment	399
Class of Voyage	Near Coastal 2, limited to Home Trade III
Lifejackets	FitzWright 'Pacifica'
Workboat	Narwhal 7-man inflatable w/ 25hp outboard
Existing Lifeboats	(2-off) 60-person, open type
Existing Life Rafts	(12-off) 25-person inflatable

5 PURPOSE

The purpose of this Procurement Specification is to solicit an organization (manufacturer and/or supplier) specializing in marine evacuation systems to supply the necessary components for the Holiday Island. The Supplier will supply the lifesaving equipment and also supply the Original Equipment Manufacturer (OEM) Field Service Representative (FSR) for installation supervision and final testing of the units, in presence of a Lloyd's Register (LR) Surveyor.

The successful manufacturer/supplier is responsible for the supply and delivery of the new MES units and Life Rafts to Caribou, Nova Scotia including any and all transportation, duties and taxes. The vessel will be docked at its respective home wharf, in Caribou, Nova Scotia during installation phase, from January 1st to March 31st, 2020, and delivery is required before this date.

The successful manufacturer/supplier is responsible to ensure that all of the supplied equipment is approved by a Class Society acting as a Recognized Organization (RO) for Transport Canada Marine Safety and Security (TCMSS) and accepted by Lloyd's Register. All supplied components should meet the Life Saving Equipment Regulations, the LSA Code and the requirements of sections 7 & 8 of this procurement specification.

Space allotted for muster station and area for new life saving equipment installations is already determined, and all new equipment will need to be installed respecting the actual boundaries.

The proposed MES and life rafts must currently be in marine service, be of a model in current production, and must have Original Equipment Manufacturer (OEM) representation in Canada. The manufacturer's appointed service organization must hold a stock of essential spares and be capable of providing qualified field service representatives (FSRs), thorough component documentation support, with the capability to provide technical support for standard overhaul as well as repair. The service organization must be capable of delivering these services and parts to Caribou, NS as well as all major shipyards located on the eastern seaboard of Canada.

6 BID SUBMISSION PACKAGE

The manufacturer/supplier must supply a reference list identifying the proposed MES and life rafts in current service. The manufacturer/supplier must identify a minimum of six (6) similar procurments in the last ten (10) years. Reference list must also include the current installations of the vendor OEM equipment which has been installed / maintained in Canada by the manufacturer in the last ten (10) years. The latter may be of earlier generation equipment.

The bidder shall endeavor to include within the bid submission package a completed reference document entitled "Requirements Reference Section" which will serve to indicate the page and paragraph number within the bid submission package where the requirements stated within this specification are met. A copy of the template for this document is included in the solicitation documents.

The bidder must supply one copy of each of the following:

- Regulatory Compliance documentation with reference to Section 7 of this procurement specification.
- Technical data listed in Section 8 of this procurement specification.

- Manufacturers published maintenance schedule for the equipment comprising the proposed marine evacuation systems.
- Manufacturers published sales, technical specifications and detailed launching instructions for the proposed equipment.
- Quotation for supply of Original Equipment Manufacturer (OEM) trained Field Service Representative (FSR) for the installation and testing and training of the MES system proposed. Contractor shall also advise of the location of the FSR in Canada and the service standard response time for an onsite FSR.
- OEM field service rates (current) for annual inspection and rates for deployment, re-packing and re-certification. The cost of the annual rates and one deployment and re-certification following deployment shall be itemized separately and included in the bid. An estimate should be provided for the normal period of time required for recertification for both post annual, and post deployment. Note the cost of transportation and travel is excluded.
- Quotation for anticipated annual service costs.
- A drawing of the proposed MES system indicating the location of the MES units and life rafts, as well as location of bowing tackle.

7 GENERAL REQUIREMENTS AND STANDARDS

Regulatory, Classification and Standard Requirements

The Marine Evacuation Systems (MES) and life rafts are required to be 'Type Approved' by one of the Recognized Organizations (RO) approved by Transport Canada Marine Safety and Security within the Delegated Statutory Inspection Program (DSIP) and accepted by Lloyd's Register.

The vessel Holiday Island is 'in-Class' with Lloyd's Register and delegated under Transport Canada Marine Safety and Security's (TCMSS) Delegated Statutory Inspection Program (DSIP). The new lifesaving equipment must meet the requirements of Lloyd's Register and TCMS.

The requirements of the following standards must be complied with for the MES and life rafts. Current editions of documents at the time of solicitation are to be used.

- IMO International Convention for the Safety of Life at Sea (SOLAS).
- IMO Life Saving Appliances (LSA) Code, including the latest Recommendations of the Code. In particular Resolution MSC.81(70): International Marine Organization Resolution MSC.81(70) entitled Revised Recommendation on Testing of Life-Saving Appliances and appendices, as amended.
- Rules and Regulations for the Classification of Ships (Lloyds Register).
- Canada Shipping Act, 2001 (CSA 2001)
 - Life Saving Equipment Regulations
 - Marine Machinery Regulations
 - Hull Construction Regulations
 - Vessel Pollution and Dangerous Chemicals Regulations

- Transport Canada Publications:
 - TP127 - Ships Electrical Standards
 - TP14475 - Canadian Life Saving Appliance Standard
 - TP14612 - Approval Procedures for Life Saving Equipment and Structural Fire Protection Products
- LR Requirements
- All components supplied shall be adequate to meet the following service conditions:
 - Outside air temperature of minus (-) 30 C to plus (+) 35 C;
 - Wind velocity of 50 knots;
 - Water temperature of minus (-) 2C to plus (+) 30 C;
 - Shock loading of 2.5g horizontal, 1.5g vertical

8 DESCRIPTION OF REQUIREMENTS

8.1 EQUIPMENT AND ITEMS TO BE SUPPLIED

The manufacturer/supplier will need to supply the new lifesaving equipment (Open Deck installation) that will be purchased via this Procurement Specification. Equipment to be installed:

- Two (2) Class approved MES systems (w/slides), in same area as existing Lifeboat systems with a minimum total complement 480 persons, 240 persons each side (399 persons + 20% as required by Regulation C1436).
- Bowsing pulleys, cables, bowsing line stowage profiles and hard points to suit new equipment.
- Throw-over type life rafts with launching racks to match the vessel's required complement per side. All supplied equipment should meet the requirements of LSA Code and the standards as per section 7 of this specification.
- Pipe work for release system (if needed) to be stainless steel or alternatively corrosion resistant
- Local release & control stations for MES
- MES and life rafts to be supplied for the Port and Stbd sides are to be of the same model, type and manufacturing date/process. The only variations between the two shall be to account for mirror installations on opposite sides of the vessel.
- Manufacturer/supplier is responsible to supply any plans required to be approved by Lloyd's Register for the supply including organizing and payment of LR services. Electronic copies of approved drawings including any approval documentation shall be provided to TC.

8.2 FUNCTIONALITIES OF NEW MES SYSTEMS AND ACCESSORIES

- The MES installed must be able to evacuate at minimum the required complement of 399 persons within 30 minutes.

- The MES shall utilize a dual slide (each unit).
- All supplied life rafts to be enclosed (canopied) and self-righting with B Packs. Rafts included are:
 - rafts as part of MES
 - extra throw over (link) rafts
- Freeboard height of vessel is taken as 10.63 meters, in lightest Seagoing Condition. This is to be verified with TC and NFL prior to ordering of new system.
- Total number of proposed life rafts (MES & link) to be 10 or less (total for vessel and to be split evenly across port and stbd sides)
- MES system shall be capable of being deployed from the ship under unfavourable conditions of trim up to 10 degrees and list up to 20 degrees either way.
- The MES descend slide must be deployed with a minimum of one self-righting canopied life raft connected integral to the system.
- MES is to be capable of being deployed as a means of rescue (MOR)
- The MES system must be compatible with the lifejackets presently fitted on the vessel, see section 4. This information shall be confirmed in the bid package.

9 EXPERIENCE

The manufacturer/supplier's professional experience, expertise and qualifications are the key to a successful outcome. As such, the manufacturer/supplier shall have previous experience in the supply of similar lifesaving equipment on board vessels of comparable size and complexity as the Holiday Island. The manufacturer/supplier shall also have to verify the availability of qualified personnel/resources in Eastern Canada/Nova Scotia/Prince-Edward-Island to provide warranty, maintenance and repair services for the future.

The manufacturer/supplier must have a minimum of six examples of such undertakings in the last ten years with vessels of comparable size and must be included in the bid proposal with verifiable references. The OEM FSR shall have a minimum of five (5) examples of installations of similar MES systems.

10 SUPPLIED DRAWINGS AND INFORMATION

The following documentation will be supplied to the bidders:

- Vessel GA
- Lifesaving Plan
- Fire insulation Plan

11 RESPONSIBILITIES OF MANUFACTURER/SUPPLIER AND TC

The manufacturer/supplier is to ensure that all components of the supplied systems and associated components are approved by a Class Society acting as a Recognized Organization (RO) for TCMSS and accepted by Lloyd's Register. Additionally, the MES should meet the LSA

Code and be certified for use in Canada as per TP14612 and TP14475, as well as meeting the Life Saving Equipment Regulations.

The manufacturer/supplier is responsible for all costs relating to the certification of the system and the witnessing of the Factory Acceptance Testing by Class (if needed).

The manufacturer/supplier is to supply to TC a copy of the Class Compliance Certificate from LRS for the MES and life rafts. The manufacturer/supplier is to supply to TC a copy of the Factory Acceptance Test Certificate (or type approved) for the equipment.

After a contract award, the Government of Canada will not consider any requests to amend the contract basis of payment to allow the Contractor to recover any costs associated with a change in the location where the required services are provided.

The supply of the MES systems and life rafts are to be delivered to the vessel at Caribou, Nova Scotia prior to January 1st, 2020. The location of the vessel will be confirmed prior to contract award.

12 IMPOSED CONSTRAINTS

Decisions concerning the revision or definition of key search criteria, as well as contractual obligations and requirements, are excluded from the contractor's services. Manufacturer/supplier personnel must limit themselves to provide comments and recommendations only to the Technical Authority on these issues.

The personnel of the manufacturer/supplier providing the services must be independent of direct control by servants of Canada are not in any respect employees or servants of Canada.

All drawings, reports, data, documents or materials, provided to the manufacturer/supplier by the Government of Canada remain the property of Canada and will be used solely in support of this requirement. The manufacturer/supplier is required to safeguard the preceding information and materials from unauthorized use and must not release them to any third party, person or agency without the express written permission of the Technical Authority. Such information and material must be returned to the Technical Authority upon completion of the services or when requested by the Technical Authority.

All correspondence, either initiated by the manufacturer/supplier personnel or by any section of TC, must be submitted to the Technical Authority. Correspondence is defined as records of conversations or decisions as well as any written correspondence in any format.

The Technical Authority or other authorized departmental government representative must have access at all times to the work that is being performed.

The manufacturer/supplier must ensure that their personnel do not use Government of Canada or TC designations, logos or insignia on any business cards, cubicle/office signs or written/electronic correspondence that in any manner lead others to perceive contracted personnel as being an employee of Government of Canada.

13 QUALITY ASSURANCE AND PROOF OF PERFORMANCE

The MES and life rafts must be tested in accordance with the requirements of section 7 as well as any further requirements contained in this section. The contractor is responsible for Factory

Acceptance Testing (FAT) procedures that must be carried out at the manufacturer's facility and witnessed in accordance with the type approval requirements of Lloyd's Register and section 7. The contractor is responsible for providing FAT test documentation that specifically identifies the serial numbers of the davits provided.

The manufacturing facility shall meet the quality assurance requirements of Lloyd's Register and the IMO LSA Code. Manufacturers of the principle components are to be certified to quality standard of ISO 9001 or greater or equivalent.

Test and Trials:

The tests shall be completed in accordance with the requirements of the LSA Code, 'Testing and Evaluation Procedures'

Delivery of the complete MES and life rafts to the destination indicated in section 8.2 shall be the responsibility of the contractor.

14 CERTIFICATIONS

The Manufacturer/Supplier shall obtain and provide to TC and all required technical Certifications as specified in the applicable rules and codes. These shall include but not be limited to the following:

- Equipment and Component inspection certificates including all test reports supporting the certifications.
- Material test certificates including all test reports supporting the certifications and Type Approval certificates.
- System Installation inspection certificates including proof of compliance.
- Classification approval certificate shall be provided for the new MES and life rafts.

Two (2) typewritten copies of all above-noted test data must be provided to the Technical Authority (TA) prior to acceptance.

15 DELIVERABLES

The deliverables must be in the form of services provided to the Technical Authority in accordance with the assessment and the products generated thereof.

A meeting will be arranged at the Manufacturer/Supplier place of work, or via teleconference with the Technical Authority to discuss the project and deliverables. The Manufacturer/Supplier will need to supply to the Client the following:

Before ordering MES equipment and life rafts:

- Conceptual arrangement drawing of MES units and life rafts(modified GA of vessel)
- Operation and evacuation procedure utilized with this type of MES (ex. minimum personnel to deploy, etc.)
- Technical documentation of proposed equipment
- Client will then comment on proposed equipment and approve conceptual GA drawing

The supply of life saving equipment as required by this specification. The successful manufacturer/supplier is responsible for the supply and delivery of the new lifesaving equipment to Caribou, Nova Scotia, including any and all transportation, duties and taxes on or before January 1st, 2020.

The manufacturer/supplier is to provide a quote for the provision of service technicians (FSR) for the installation phase and completion of acceptance tests for a period sufficient to satisfy the classification and regulatory requirements, and to demonstrate the requirements of this procurement specification are met. Tests will be in accordance with the LSA Code and Life Saving Equipment Regulations.

Two (2) copies of installations and operational manuals (in English and French) in a bound paper format, explaining the details of the installation and operation of the system as well as maintenance and parts listing. In addition, one electronic PDF copy of the manual is to be supplied (in French and English). This includes copies of Type Examination Certificates for FAT, and installation drawings and instructions.

Unless otherwise specified by the Technical Authority, two hard copies and one soft copy of the deliverables must be provided to the Technical Authority. Soft copy deliverables must be provided electronically. In addition, deliverables must be provided according to the following format: MS Word and/or Adobe Acrobat. Other formats may be accepted if approved by the Technical Authority.

The manufacturer/supplier should be aware that the deliverables provided may form part of a subsequent specification or information package provided to another entity. As such, the manufacturer/supplier is advised that this information may be relied upon by other parties.

16 PROJECT SCHEDULE

Procurement of all MES equipment and life rafts must be completed as soon as possible after contract award, as to be able to install MES units and life rafts between January 1st and March 31st, 2020, at Caribou, Nova Scotia. The vessel will be in self-refit at that moment.

17 WARRANTY

The supplier must provide a minimum of one (1) year warranty from the date of completion of contract.

Supplier must indicate if warranty requires Field Service Representative installation and commissioning.