



**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada  
Pacific Region  
401 - 1230 Government Street  
Victoria, B.C.  
V8W 3X4  
Bid Fax: (250) 363-3344

**REQUEST FOR PROPOSAL**  
**DEMANDE DE PROPOSITION**

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

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

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

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

**Comments - Commentaires**

<b>Title - Sujet</b> 10-11m RIB with Cabin	
<b>Solicitation No. - N° de l'invitation</b> 47890-208025/A	<b>Date</b> 2019-07-25
<b>Client Reference No. - N° de référence du client</b> 47890-208025	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$XLV-211-7778	
<b>File No. - N° de dossier</b> XLV-9-42071 (211)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2019-09-09</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Pacific Daylight Saving Time PDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Buchan, Torrey	<b>Buyer Id - Id de l'acheteur</b> xlv211
<b>Telephone No. - N° de téléphone</b> (250) 216-2092 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Canada Border Services Agency See herein	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**  
**Raison sociale et adresse du**  
**fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**  
Public Works and Government Services Canada - Pacific  
Region  
401 - 1230 Government Street  
Victoria, B. C.  
V8W 3X4

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

## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION</b>	<b>3</b>
1.1 INTRODUCTION	3
1.2 SUMMARY	3
1.3 DEBRIEFINGS	3
<b>PART 2 - BIDDER INSTRUCTIONS</b>	<b>4</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	4
2.2 SUBMISSION OF BIDS	4
2.3 ENQUIRIES - BID SOLICITATION	5
2.4 APPLICABLE LAWS	5
<b>PART 3 - BID PREPARATION INSTRUCTIONS</b>	<b>6</b>
3.1 BID PREPARATION INSTRUCTIONS	6
3.2 SECTION I - TECHNICAL BID	6
3.3 SECTION II: MANAGEMENT BID	7
3.4 SECTION III: FINANCIAL BID	8
3.5 SECTION IV: CERTIFICATIONS	9
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION</b>	<b>10</b>
4.1 EVALUATION PROCEDURES	10
4.2 BASIS OF SELECTION	10
<b>PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION</b>	<b>11</b>
5.1 CERTIFICATIONS REQUIRED WITH THE BID	11
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	11
<b>PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS</b>	<b>13</b>
6.1 SECURITY REQUIREMENTS	13
6.2 FINANCIAL CAPABILITY	13
6.3 INSURANCE - PROOF OF AVAILABILITY PRIOR TO CONTRACT AWARD	13
<b>PART 7 - RESULTING CONTRACT CLAUSES</b>	<b>14</b>
7.1 REQUIREMENT	14
7.2 STANDARD CLAUSES AND CONDITIONS	14
7.3 SECURITY REQUIREMENTS	14
7.4 TERM OF CONTRACT	14
7.5 AUTHORITIES	15
7.6 PAYMENT	16
7.7 INVOICING INSTRUCTIONS	17
7.9 CERTIFICATIONS AND ADDITIONAL INFORMATION	18
7.10 APPLICABLE LAWS	19
7.11 PRIORITY OF DOCUMENTS	19
7.12 TRADE QUALIFICATIONS	19
7.13 QUALITY MANAGEMENT SYSTEMS	19
7.14 POST CONTRACT AWARD/PRE-PRODUCTION MEETING	19
7.15 PROJECT SCHEDULE	19
7.16 PROGRESS REPORT	20
7.17 PROGRESS MEETINGS	20
7.18 PROGRESS REVIEW MEETINGS	20
7.19 SACC MANUAL CLAUSES	21
7.20 MANUALS	21
7.21 INSURANCE REQUIREMENTS	21

N° de l'invitation - Solicitation No.

47890-208025/A

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

47890-208025

N° de la modif - Amd. No.

File No. - N° du dossier

XLV-9-42071

Id de l'acheteur - Buyer ID

xlv211

N° CCC / CCC No./ N° VME - FMS

---

7.22 INSPECTION AND ACCEPTANCE ..... 24

7.23 GOVERNMENT SUPPLIED MATERIAL ..... 24

**ANNEX – A – REQUIREMENT .....25**

**ANNEX - B – BASIS OF PAYMENT .....26**

**ANNEX – C - BIDDER QUESTIONS AND CANADA RESPONSES.....28**

**ANNEX - D - SUBCONTRACTOR LIST .....29**

**ANNEX - E - DETAILED FINANCIAL BID PRESENTATION SHEET .....30**

**ANNEX - F – BID PACKAGE CHECKLIST .....32**

**ANNEX - G - ELECTRONIC PAYMENT INSTRUMENTS.....33**

**ANNEX - H - FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY .....34**

---

## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

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

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

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

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

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

Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and

Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

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

### **1.2 Summary**

Canada Border Services Agency has a requirement to acquire one, 10.0 to 11.0 metre welded aluminum Rigid Hull Inflatable Boat with extended cabin built in accordance with the Requirement at Annex "A" and Bidder Questions and Canada Responses – Annex "C".

The boat is to be delivered to: Canada Border Services Agency  
101-1640 Electra Blvd, Sidney BC V8L 5V4

The vessel must be received on or before March 31, 2020.

#### **1.2.1 Electronic Bids**

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

#### **1.2.2 Sourcing Strategy**

The requirement is subject to the provisions of the World Trade Organization Agreement on Government procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

### **1.3 Debriefings**

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

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

#### 2.1.1 SACC Manual Clauses

A9125T - Valid Labour Agreement	2007-05-25
B1000T - Condition of Material	2014-06-26

#### 2.1.3 Equivalent Products

1. Products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder:
  - a. designates the brand name, model and/or part number of the substitute product;
  - b. states that the substitute product is fully interchangeable with the item specified;
  - c. provides complete specifications and descriptive literature for each substitute product;
  - d. provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; and
  - e. clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.
2. Products offered as equivalent in form, fit, function and quality will not be considered if:
  - a. the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
  - b. the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.
3. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to demonstrate, at the sole cost of bidders, that the substitute product is equivalent to the item specified in the bid solicitation.

### 2.2 Submission of Bids

Bids must be submitted only to 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 Public Works and Government Services Canada  
Pacific Region  
401-1230 Government Street  
Victoria, BC  
V8V 3X4*

**epost Connect email:**

[TPSGC.RPRceptiondessaoumissions-PRBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RPRceptiondessaoumissions-PRBidReceiving.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.

**Bid Facsimile number:**

(250) 363-3344

### **2.3 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) business days before the bid closing date. Enquiries received after that time may not be answered.

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

### **2.4 Applicable Laws**

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

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

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

#### 3.1.1 OPTION 1: Electronic Delivery of Bids

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

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

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

#### 3.1.2 OPTION 2: Hard Copy Delivery of Bids

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

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

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

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>).

To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

### 3.2 Section I - Technical Bid

**The Technical Statement of Requirements, Annex A, is entirely mandatory.** In their technical bid, Bidders must demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

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

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

### 3.2.1 Bidder's Check List and Technical Confirmation

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

### 3.3 Section II: Management Bid

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

#### 3.3.1 Vessel Construction Experience

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

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

##### 3.3.1.1 Marine Drafting and Engineering Capability

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

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

##### 3.3.1.2 Contractor Quality Management System

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

The objective evidence may be in the form of a copy of the Bidder's Quality Assurance Manual which addresses these elements. Proof of registration with a recognized quality assurance organization whose system addresses the minimum requirements below, may be submitted for consideration.

The quality control elements must include, as a minimum:

- a) Management Representative
- b) Quality Assurance Manual
- c) Quality Assurance Program
- d) Descriptions Quality Reporting Organization Documentation
- e) Measuring and Testing
- f) Equipment Procurement
- g) Inspection and Test Plan
- h) Incoming Inspection
- i) In-Process Inspection
- j) Final Inspection Special Processes Quality Records
- k) Non Conformance
- l) Corrective Action



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

### 3.3.1.3 Project Schedule

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

*Note: Technical Manuals will not be returned once approved.*

### 3.3.1.4 Preliminary Drawings

The following documents must be included with the Bid:

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

### 3.3.1.5 Subcontractors

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

## 3.4 Section III: Financial Bid

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

### **3.4.1 Exchange Rate Fluctuation**

SACC Manual Clause C3011T (2013-11-06), Exchange Rate Fluctuation

### **3.4.2 Firm Price**

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

### **3.4.3 Unscheduled Work**

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

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

### **3.4.4 Electronic Payment of Invoices – Bid**

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

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

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

### **3.5 Section IV: Certifications**

Bidders must submit the certifications required under Part 5.

---

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical, management and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

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

##### **4.1.2 Management Evaluation**

###### **4.1.2.1 Mandatory Management Criteria**

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

##### **4.1.3 Financial Evaluation**

SACC Manual Clause A0222T (2014-06-26), Evaluation of Price – Canadian / Foreign Bidders

###### **4.1.3.1 Mandatory Financial Criteria**

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

### **4.2 Basis of Selection**

#### **4.2.1 Mandatory Technical Criteria**

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

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

## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

### 5.1 Certifications Required with the Bid

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

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

### 5.2 Certifications Precedent to Contract Award and Additional Information

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

#### 5.2.1 Integrity Provisions – Required Documentation

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

#### 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

### 5.2.3 Additional Certifications Precedent to Contract Award

#### 5.2.3.1 Workers Compensation Certification – Letter of Good Standing

The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Bidder must provide, **within 48 hours** following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

#### 5.2.3.2 Welding Certification

1. Welding must be performed by a welder certified by the Canadian Welding Bureau and in accordance with the requirements of the following Canadian Standards Association (CSA) standards:

N° de l'invitation - Solicitation No.  
47890-208025/A

N° de réf. du client - Client Ref. No.  
47890-208025

N° de la modif - Amd. No.

File No. - N° du dossier  
XLV-9-42071

Id de l'acheteur - Buyer ID

xlv211

N° CCC / CCC No./ N° VME - FMS

---

- (a) CSA W47.2 ( current version) , Certification of Companies for Fusion Welding of Aluminum 2.1
2. Before contract award and **within 48 hours** of the written request by the Contracting Authority, the successful Bidder must submit evidence demonstrating its certification by CWB in accordance with the CSA welding standards.

## **PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS**

### **6.1 Security Requirements**

There is no security requirement applicable to this contract.

### **6.2 Financial Capability**

A9033T - Financial Capability 2012-07-16

### **6.3 Insurance - Proof of Availability Prior to Contract Award**

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

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

---

## PART 7 - RESULTING CONTRACT CLAUSES

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

### 7.1 Requirement

Canada Border Services Agency has a requirement to purchase one, 10.0 to 11.0 metre welded aluminum Rigid Hull Inflatable Boat with extended cabin built in accordance with the Requirement at Annex "A" and Bidder Questions and Canada Responses – Annex "C".

### 7.2 Standard Clauses and Conditions

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

#### 7.2.1 General Conditions

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

#### 7.2.2 Supplemental General Conditions

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

##### 7.2.2.1 Conduct of Work.

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

##### 7.2.2.2 Warranty.

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

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

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

### 7.3 Security Requirements

There is no security requirement applicable to the Contract.

### 7.4 Term of Contract

#### 7.4.1 Delivery Date

All the deliverables must be received on or before **March 31, 2020**.

#### 7.4.2 Shipping Instructions - Delivered Duty Paid

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

Incoterms 2000 "DDP Delivered Duty Paid" delivery point article 7.4.3.

#### 7.4.3 Delivery Point

Delivery of the requirement will be made to:  
Canada Border Services Agency  
101-1640 Electra Blvd, Sidney BC V8L 5V4

## 7.5 Authorities

### 7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Torrey Buchan  
 Organization: Acquisitions Marine, Procurement Branch - Pacific Region  
 Public Services and Procurement Canada  
 Telephone: 250-216-2092  
 Email: [torrey.buchan@pwgsc-tpsgc.gc.ca](mailto:torrey.buchan@pwgsc-tpsgc.gc.ca)

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

### 7.5.2 Technical Authority

The Technical Authority for the Contract is:

*The Technical authority will be provided at Contract award.*

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

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

### 7.5.3 Inspection Authority

The Inspection Authority for the Contract is:

*The Inspection authority will be provided at Contract award.*

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

The Inspection Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for inspection of the Work and acceptance of the finished work. The Inspection Authority may be represented on-site by a designated inspector and any other Government of Canada inspector who may from time to time be assigned in support of the designated Inspector.

### 7.5.4 Contractor's Representative

Name and telephone numbers of the person responsible for production:

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



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

Name and telephone numbers of the person responsible for delivery:

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

## 7.6 Payment

### 7.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ \_\_\_\_\_. Customs duties are included and Applicable Taxes are extra, if applicable.

### 7.6.2 Payment for Fuels, Oils and Lubricants

The Contractor is responsible for the supply and cost of all fuel, lubricating oil, hydraulic oil and other lubricants sufficient for fully charging all systems as required for operating the machinery and other equipment and for performing all tests and trials.

### 7.6.3 Field Engineering and Supervisory Services

If Field Service Representatives (FSR) and/or Supervisory Services are required for the Work, the cost of all such services is to be included in the price for the Work.

### 7.6.4 Limitation of Price

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

### 7.6.5 Milestone Payment -Subject to Holdback

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

### 7.6.6 Schedule of Milestones

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

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

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

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

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

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

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

### 7.6.7 Warranty Holdback

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

### 7.6.8 Outstanding Work Holdback

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

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

### 7.7 Invoicing Instructions

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

Each claim must show:

- (a) all information required on form PWGSC-TPSGC 1111;
- (b) all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
- (c) the description and value of the milestone claimed as detailed in the Contract;
- (d) Quality assurance documentation when applicable and/or as requested by the Contracting Authority.

2. Applicable taxes, as applicable, must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no applicable taxes payable as it was claimed and payable under the previous claims for progress payments.
3. The Contractor must prepare and certify 1 original and 1 copy of the claim on form PWGSC-TPSGC 1111, and forward it to the Contracting Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.
4. The Contracting Authority will then forward the original of the claim to the Technical Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.
5. The Contractor must not submit claims until all work identified in the claim is completed.

#### **7.7.1 Electronic Payment of Invoices – Contract** *(if applicable)*

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

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

#### **7.8 Work Acceptance**

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

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

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

#### **7.8.1 Procedures for Design Change/Deviations**

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

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

#### **7.9 Certifications and Additional Information**

##### **7.9.1 Compliance**

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

##### **7.9.2 Welding - Contract**

1. The Contractor must ensure that welding is performed by a welder certified by the Canadian Welding Bureau (CWB) in accordance with the requirements of the following Canadian Standards Association (CSA) standards:
  - (a) CSA W47.2 (current version) , Certification of Companies for Fusion Welding of Aluminum 2.1.
2. In addition, welding must be done in accordance with the requirements of the applicable drawings and specifications.
3. Before the commencement of any fabrication work, and upon request from the Inspection Authority, the

Contractor must provide approved welding procedures and/or a list of welding personnel he intends to use in the performance of the Work. The list must identify the CWB welding procedure qualifications attained by each of the personnel listed and must be accompanied by a copy of each person's current CWB welding certification.

### 7.9.3 Workers Compensation

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

### 7.10 Applicable Laws

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

### 7.11 Priority of Documents

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

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

### 7.12 Trade Qualifications

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

### 7.13 Quality Management Systems

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

### 7.14 Post Contract Award/Pre-Production Meeting

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

### 7.15 Project Schedule

1. The Contractor must provide an updated detailed project schedule in MS Project format or equivalent to the Contracting Authority and the Technical Authority **5 days after award of Contract**.
2. This schedule must highlight the specific dates for the events listed below.
  - a. hull materials delivered to Contractor and sustained construction commenced;
  - b. hull and deck completed, but not closed in to allow for full inspection of the structure and welding. The Contractor must supply a hard copy of the material certificates and construction drawings to the

- c. Technical/Inspection Authority one week prior to inspection by the Technical/Inspection Authority; outfitting/electrical 75% complete but all equipment and components delivered to the Contractor and available for full inspection. The Contractor must supply a hard copy of the list of equipment and electrical supplies to the Technical/Inspection Authority one week prior to inspection by the Technical/Inspection Authority;
- d. technical manuals delivered to Canada for approval (no less than 14 days prior to the planned delivery date);
- e. Contractor's tests and trial and final sea trials required by the TSOR;
- f. boat delivered to Canada for approval;

Note: Technical Manuals will not be returned once approved.

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

#### **7.16 Progress Report**

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

Each negative response must be supported with an explanation.

- b. PART 2: A narrative report, brief, yet sufficiently detailed to enable the Technical Authority to evaluate the progress of the Work, containing at a minimum:
  - i. a description of the progress of each task and of the Work as a whole during the period of the report. Sufficient sketches, diagrams, photographs, etc., must be included, if necessary, to describe the progress accomplished.
  - ii. an explanation of any variation from the schedule.

#### **7.17 Progress Meetings**

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

#### **7.18 Progress Review Meetings**

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

- 1. Progress to date;
- 2. Variation from planned progress and the corrective action to be taken during the next reporting period;
- 3. A general explanation of foreseeable problems and proposed solutions, including an assessment of their impact on the contract in terms of schedule, technical performance and risk. The proposed solution should include the effort involved and the consequences to the schedule (Risk Register);
- 4. Proposed changes to the schedule;
- 5. Progress on action items, problems or special issues;
- 6. Deliverables submitted prior to PRM;

7. Milestones (technical and financial);
8. Activities planned for the next reporting period;
9. Status of any change notifications and requests;
10. Any changes to the PMP; and
11. Other business as mutually agreed to by CANADA and the Contractor.

#### 7.19 SACC Manual Clauses

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

#### 7.20 Manuals

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

#### 7.21 Insurance Requirements

1. The Contractor must comply with the insurance requirements specified in **Articles 7.21.1** and **7.21.2** below. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.
2. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.
3. The Contractor must forward to the Contracting Authority, within **10 working days** after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

##### 7.21.1 General Commercial Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.



- 
- (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
  - (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program).
  - (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority 30 days written notice of policy cancellation.
  - (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - (l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - (m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
  - (n) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate, Quebec Regional Office (Ottawa), Department of Justice,  
284 Wellington Street, Room SAT-6042, Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

## 7.21.2 Marine Liability Insurance

1. The Contractor must obtain Protection & Indemnity (P&I) insurance that must include excess collision liability and pollution liability. The insurance must be placed with a member of the International Group of Protection and Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the Marine Liability Act, S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by Worker's Compensation as detailed in paragraph (2.) below.
2. The Contractor must obtain Worker's Compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the Territory or Province or state of nationality, domicile, employment, having jurisdiction over such employees. If the Contractor is assessed any additional levy, extra assessment or super-assessment by a Worker's Compensation Board, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.
3. The Protection and Indemnity insurance policy must include the following:
  - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
  - (b) Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by the Canada Border Services Agency and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
  - (c) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority 30 days written notice of cancellation.
  - (d) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - (e) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

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

Director Business Law Directorate, Quebec Regional Office (Ottawa), Department of Justice,  
284 Wellington Street, Room SAT-6042, Ottawa, Ontario, K1A 0H8

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

Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.



## **7.22 Inspection and Acceptance**

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

## **7.23 Government Supplied Material**

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

1. Mounted Radio;
2. Detection Equipment (ROV, Ion Scan) to be confirmed at a later date.

N° de l'invitation - Solicitation No.

47890-208025/A

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

47890-208025

N° de la modif - Amd. No.

File No. - N° du dossier

XLV-9-42071

Id de l'acheteur - Buyer ID

xlv211

N° CCC / CCC No./ N° VME - FMS

---

## **ANNEX – A – REQUIREMENT**

For a copy of Annex A, please refer to the Electronic Attachments on the tender notice page.

**ANNEX - B – BASIS OF PAYMENT**

**B-1 Proposed Work Location:**

Contractor's Facility: \_\_\_\_\_

**B-2 Contract Price**

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

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

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

For the performance of the Work as a result of approved additional Work including Design or Engineering Change, or change in the scope of Work, the Contractor shall be paid the firm hourly charge-out rate of:

\$ \_\_\_\_\_ per hour, Applicable taxes extra,

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

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

**Overtime**

Overtime shall not be paid unless authorized in writing by the Contracting Authority and for authorized additional Work only.

The Overtime Rates are as follows:

Time and One-Half Rate: \$ \_\_\_\_\_ / per person hour

Double Time Rate: \$ \_\_\_\_\_ / per person hour

Overtime shall be calculated and paid as follows:

Time and One-Half: "Time and One-Half Rate" x Charge Out Rate

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

N° de l'invitation - Solicitation No.

47890-208025/A

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

47890-208025

N° de la modif - Amd. No.

File No. - N° du dossier

XLV-9-42071

Id de l'acheteur - Buyer ID

xlv211

N° CCC / CCC No./ N° VME - FMS

---

**B-4 Material for Additional Work including Design or Engineering Change:**

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

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

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

N° de l'invitation - Solicitation No.

47890-208025/A

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

47890-208025

N° de la modif - Amd. No.

File No. - N° du dossier

XLV-9-42071

Id de l'acheteur - Buyer ID

xlv211

N° CCC / CCC No./ N° VME - FMS

---

**ANNEX – C - BIDDER QUESTIONS AND CANADA RESPONSES**

Reference	Reference description	Bidder Questions	Canada's Responses

Completed and updated during the solicitation process.

N° de l'invitation - Solicitation No.

47890-208025/A

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

47890-208025

N° de la modif - Amd. No.

File No. - N° du dossier

XLV-9-42071

Id de l'acheteur - Buyer ID

xlv211

N° CCC / CCC No./ N° VME - FMS

---

## ANNEX - D - SUBCONTRACTOR LIST

Specification Item	Description of Goods/Services (Including Make, Model Number as	Name of Supplier	Address of Supplier

**ANNEX - E - DETAILED FINANCIAL BID PRESENTATION SHEET**

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

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

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

For the performance of the Work as a result of approved additional Work including Design or Engineering Change, or change in the scope of Work, the Contractor shall be paid the firm hourly charge-out rate of:

\$ \_\_\_\_\_ per hour, GST/HST extra,

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

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

**E-2 Overtime**

Overtime shall not be paid unless authorized in writing by the Contracting Authority and for authorized additional Work only.

The Overtime Rates are as follows:

Time and One-Half Rate: \$ \_\_\_\_\_ / per person hour

Double Time Rate: \$ \_\_\_\_\_ / per person hour

Overtime shall be calculated and paid as follows:

Time and One-Half: "Time and One-Half Rate" x Charge Out Rate

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

N° de l'invitation - Solicitation No.

47890-208025/A

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

47890-208025

N° de la modif - Amd. No.

File No. - N° du dossier

XLV-9-42071

Id de l'acheteur - Buyer ID

xlv211

N° CCC / CCC No./ N° VME - FMS

---

**E-3 Material for Additional Work including Design or Engineering Change:**

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

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

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



## ANNEX - F – BID PACKAGE CHECKLIST

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

### Table F-1 Bidder's Bid Package Check List

#### F1.1

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

**M:** Mandatory with the bid.

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

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

No.	Solicitation Reference	Solicitation Reference	Description	Period	Document provided
1	Front Page	Front Page	<u>Request for Proposal</u> document part 1 page 1 completed and signed;	<b>M</b>	<input type="checkbox"/>
2	Part 3	3.2	Section I- Technical Bid	<b>M</b>	<input type="checkbox"/>
3	Part 3	3.3	Section II – Management Bid	<b>M</b>	<input type="checkbox"/>
4	Part 3	3.4, Annex E	Section III - Financial Bid - Annex E - Detailed Financial Bid Presentation Sheet, completed	<b>M</b>	<input type="checkbox"/>
5	Annex H	Annex H	Federal Contractors Program for Employment Equity- Certification	<b>M</b>	<input type="checkbox"/>
6	Part 2	2.4	Applicable laws	<b>48 hrs.</b>	<input type="checkbox"/>
7	Part 7	7.5.3	Contractor's representative	<b>48 hrs.</b>	<input type="checkbox"/>
8	Part 6	6.3	Insurance requirement	<b>48 hrs.</b>	<input type="checkbox"/>
9	Part 5	5.2.3.1	Worker Compensation Certificate	<b>48 hrs.</b>	<input type="checkbox"/>
10	Part 5	5.2.3.2	Welding certification - Bid	<b>48 hrs.</b>	<input type="checkbox"/>
11	Annex F	Annex F	Bid Package Checklist	<b>48 hrs.</b>	<input type="checkbox"/>
12	Annex G	Annex G	Electronic Payment Instruments, completed	<b>48 hrs.</b>	<input type="checkbox"/>

#### **F1.2 Contract Deliverable Requirements**

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

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

N° de l'invitation - Solicitation No.

47890-208025/A

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

47890-208025

N° de la modif - Amd. No.

File No. - N° du dossier

XLV-9-42071

Id de l'acheteur - Buyer ID

xlv211

N° CCC / CCC No./ N° VME - FMS

---

## **ANNEX - G - ELECTRONIC PAYMENT INSTRUMENTS**

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

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

**ANNEX - H - FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION**

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors

Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: \_\_\_\_\_ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

**OR**

- A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

**OR**

- B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)