



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

Bid Receiving - PWGSC / Réception des
soumissions - TPSGC
11 Laurier St. / 11, rue Laurier
Place du Portage , Phase III
Core 0B2 / Noyau 0B2
Gatineau
Québec
K1A 0S5
Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

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

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

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

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

Comments - Commentaires

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

Issuing Office - Bureau de distribution

Ship Construction, Refit and Related Services/Construction
navale, Radoubs et services connexes
11 Laurier St. / 11, rue Laurier
6C2, Place du Portage
Gatineau
Québec
K1A 0S5

Title - Sujet Electrofishing Vessel	
Solicitation No. - N° de l'invitation FW012-190026/A	Date 2019-12-17
Client Reference No. - N° de référence du client FW012-190026	
GETS Reference No. - N° de référence de SEAG PW-\$\$MC-035-27543	
File No. - N° de dossier 035mc.FW012-190026	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-01-27	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Roy, Tania	Buyer Id - Id de l'acheteur 035mc
Telephone No. - N° de téléphone (819) 420-1384 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF FISHERIES AND OCEANS 867 LAKESHORE ROAD ATTN: D. Marson BURLINGTON Ontario L7S1A1 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

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FW012-190026/A
Client Ref. No. - N° de réf. du client
FW012-190026

Amd. No. - N° de la modif.
File No. - N° du dossier
035mc.FW012-190026

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

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Technical Statement of Requirement, the Basis of Payment, list of subcontractors, the Bidder Questions and Canada Responses and Inspection/Quality Assurance/Quality Control.

1.2 Summary

1.2.1 The Department of Fisheries and Oceans has a requirement for one (1) 24' electrofishing vessel with trailer built in accordance with the Technical Statement of Requirement (TSOR) – Annex A and Bidder Questions and Canada Responses Annex D. The vessel is to perform scientific experiments using electrofishing technologies and will operate inshore and in sheltered waters. It will be shore-based and must be launched and recovered by trailer.

Delivery Date: The completed 24' electrofishing vessel and trailer must be delivered on or before March 20, 2020.

Delivery location:
Fisheries and Oceans Canada
867 Lakeshore Road
Burlington, Ontario
L7S 1A1

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

1.3 Debriefings

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

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 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.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 90 days

2.1.1 SACC Manual Clauses

[A9125T](#) (2007-05-25), Valid Labour Agreement
[B1000T](#) (2014-06-26), Condition of Material – Bid
[B3000T](#) (2006-06-16), Equivalent Products

2.2 Submission of Bids

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

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

2.3 Enquiries - Bid Solicitation

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

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

2.4 Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory

specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.5 Improvement of Requirement during Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least **15** days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical and Management Bid (2 hard copies and 1 soft copy on CD or USB key)

Section II: Financial Bid (1 hard copy and 1 soft copy on CD or USB key)

Section III: Certifications (1 hard copy)

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.

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.

3.2 Section I: Technical and Management Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

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

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

Bidders must also provide all documentation requested in article **4.1.1 Technical and Management Evaluation**.

3.3 Section II: Financial Bid

Bidders must submit their financial bid in accordance with the **Basis of Payment in Annex B**, the following articles, 3.3.1, 3.3.2, 3.3.3 and Part 7, article 7.6

3.3.1 Exchange Rate Fluctuation

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

3.3.2 Firm Price

Bidders must indicate the Bid Price excluding taxes for each of the following Items in **Annex B – Basis of Payment**.

3.3.3 Unscheduled Work

Bidders must provide the information requested in Annex B – Basis of Payment and *Part 7, Article 7.6.1.1 – Charge out Rate / Material Mark-up*.

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

3.4 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, management and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical and Management Evaluation

4.1.1.1. Mandatory Technical and Management Criteria

The Mandatory Criteria listed below will be evaluated on a simple pass/fail basis. Bidders must demonstrate that they meet every mandatory technical criterion by providing a concise and detailed response to each of the mandatory technical criteria. The technical bid should address each of the criteria in the order in which they appear.

Bidders must submit all documentation in the bid by the bid closing date. Simply stating that the mandatory technical criteria are met is not sufficient. Failure to demonstrate meeting all of the mandatory technical criteria will result in the bid being deemed non-responsive. Bids which fail to meet the mandatory criteria will be deemed non-responsive.

Req. ID	Mandatory Requirement	Proposal Page #
M1	<p>Project Schedule</p> <p>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.</p> <p>The Bidder's schedule must also provide a target date for each of the following significant events for each boat as applicable:</p> <ul style="list-style-type: none">(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) Contractor's tests and trial and final sea trials required by the TSOR;(e) boat and trailer delivered to Canada for approval; and(f) the start and the end of the 12 month warranty period.	
M2	<p>Preliminary Drawings</p> <p>The following must be included with the Bids:</p> <ul style="list-style-type: none">(a) calculated lightship weight;(b) general arrangement;(c) structural drawings showing deck plan, a centerline profile and frame station construction details;	

M3	<p>Vessel Building Experience</p> <p>The Bidder must demonstrate that they have previous experience building commercial vessels meeting the non-pleasure craft construction requirements of the Small Vessel Regulations and the Construction Standards for Small Vessels TP1332).</p> <p>The Bidder must provide examples of at least 5 contracts meeting these requirements within the past 5 years.</p> <p>The Bidder must provide at a minimum the following information:</p> <ul style="list-style-type: none"> • Company/organization name • description of the scope of work provided • Client contact name and phone number • duration of contract • the dollar value of the project <p><i>Canada reserves the right to contact the named client contacts to verify the accuracy and veracity of each of the Bidders cited examples/contracts for all criteria.</i></p>	
M4	<p>Electrofishing Vessel Building Experience</p> <p>The Bidder must demonstrate that they have previous experience with the design, build and supply of boat electrofishing vessels.</p> <p>The Bidder must provide examples of at least one contract for the design and build of an electrofishing vessel</p> <p>The Bidder must provide at a minimum the following information:</p> <ul style="list-style-type: none"> • Company/organization name • description of the scope of work provided • Client contact name and phone number 	
M5	<p>Subcontractors</p> <p>A list, in the form of the attached Annex C 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.</p>	
M6	<p>Marine Drafting and Engineering Capability</p> <p>The Bidder must provide objective evidence in the form of a statement, signed by an authorized representative that it has either:</p> <ol style="list-style-type: none"> a) in-house capabilities for marine drafting and engineering or b) has a written commitment from a supplier to provide marine drafting and engineering services for the duration of the Contract. <p>The supplier must have marine drafting and engineering experience and capabilities on vessel construction projects similar in size, type and complexity to the subject RFP.</p>	
M7	<p>Contractor Quality Management System</p> <p>The Bidder must provide objective evidence that it has a Quality Assurance Program, which must be in place during the performance of the Work. The objective evidence may be in the form of a copy of the Bidder's Quality Assurance Manual. Proof of registration with a</p>	

	<p>recognized quality assurance organization may be submitted for consideration.</p> <p>Bidder facilities or QA Manual may be audited by Canada, or its authorized representative, prior to award of contract to ensure that a system is in place in accordance with the foregoing requirement.</p> <p>The Contractor will be required to submit completed quality assurance documentation with each claim for payment, as applicable.</p>	
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4.1.1.2 Point Rated Technical and Management Criteria

The criteria contained herein will be used to evaluate each proposal that has met all of the mandatory criteria. Bidders are advised to address each of the criteria in the order in which they appear and in sufficient depth in their proposals to enable a thorough assessment. Assessments will be based solely on the information contained within the proposal. Bidders may be contacted to confirm information or seek clarification.

Req. ID	Point Rated Technical and Management Criteria	Proposal Page #	Maximum Points
R1	<p>Further to mandatory criterion M4, the Bidder should demonstrate if they have experience with the design, build and supply of boat electrofishing vessels in excess of the minimum requirement. To demonstrate this the Bidder is requested to provide a detailed example of each additional electrofishing vessel contract including the following information:</p> <ul style="list-style-type: none"> • Company/organization name • Description of the scope of work • Client contact name and phone number <p>5 points will be awarded for each additional, completed, electrofishing vessel to a maximum of 15 points.</p>		15
R2	<p>The Bidder should demonstrate that they have previous experience in boat construction for Canadian Government clients. To demonstrate this the Bidder is requested to provide detailed examples including the following information:</p> <ul style="list-style-type: none"> • Government organization name • Description of the scope of work • Client contact name and phone number <p>2 points will be awarded for each vessel provided to Canadian Government organizations to a maximum of 6 points.</p>		6
R3	<p>The Bidder should demonstrate that they have previous experience building a vessel within the physical characteristics outlined in Annex A.</p>		10

	<p>To demonstrate this the Bidder is requested to provide 1 detailed example including the following information:</p> <ul style="list-style-type: none"> • Company/organization name • Description of the scope of work • Client contact name and phone number <p>2 points will be awarded for meeting each of the following physical characteristics to a maximum of 10 points;</p> <ol style="list-style-type: none"> 1. Overall length 24' or greater 2. Beam 95-105" 3. Maximum side height 28-32" 4. Transom height 25" or greater 5. Payload weight 2150-3000lbs 		
Minimum/Maximum Points			15/31

4.1.2 Financial Evaluation

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

4.1.2.1 Mandatory Financial Criteria

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

4.2 Basis of Selection

4.2.1 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 **15** points overall for the technical and management evaluation criteria which are subject to point rating.
The rating is performed on a scale of **31**.
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 60% for the technical merit and 40% 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 60%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
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 60/40 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 (60%) and Price (40%)

		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 60 = 51.11	89/135 x 60 = 39.56	92/135 x 60 = 40.89
	Pricing Score	45/55 x 40 = 32.73	45/50 x 40 = 36.00	45/45 x 40 = 40.00
Combined Rating		83.84	75.56	80.89
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 Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-) (<http://www.tpsgc-pwgsc.gc.ca/ci->

if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Workers Compensation Certification – Letter of Good Standing

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

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

5.2.3.2 Welding Certification

1. Welding must be performed by a welder certified by the Canadian Welding Bureau (CWB) for the following Canadian Standards Association (CSA) standards:

(a) CSA W47.2 (current version), Certification of Companies for Fusion Welding of Aluminum 2.1.

2. Before contract award and **within 5 calendar days** of the written request by the Contracting Authority, the successful Bidder must submit evidence demonstrating its certification by CWB in accordance with the CSA welding standards.

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

There is no security requirement applicable to this contract.

6.2 Insurance Requirements

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

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

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Requirement

The Contractor must provide to Department of Fisheries and Oceans (1) 24' electrofishing vessel with trailer built in accordance with the Technical Statement of Requirement (TSOR) at Annex A and Bidder Questions and Canada Responses at Annex D.

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.

7.3 Security Requirements

7.3.1 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 20, 2020.

7.4.2 Delivery Points

Delivery of the requirement will be made to:

Fisheries and Oceans Canada
867 Lakeshore Road
Burlington, Ontario
L7S 1A1

7.4.2.1 Shipping Instructions – Delivery at Destination

Goods must be consigned to the destination specified in the Contract and delivered:
Delivered Duty Paid (DDP) Fisheries and Oceans Canada, Burlington, ON Incoterms 2010.

Solicitation No. - N° de l'invitation
FW012-190026/A
Client Ref. No. - N° de réf. du client
FW012-190026

Amd. No. - N° de la modif.
File No. - N° du dossier
035mc.FW012-190026

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

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Tania Roy
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Refit, Logistic and Small Vessel Construction Directorate
Address: Portage III, 8B3-9B
11 Laurier Street, Gatineau, Quebec
K1A 0S5

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

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

7.5.2 Technical Authority

The Technical Authority for the Contract is: *(Information to be provided at contract award)*

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

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

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

7.5.3 Inspection Authority

The Inspection Authority for the Contract is: *(Information to be provided at contract award)*

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

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

The Inspection Authority is the representative of the department or agency for whom the Work is being performed under the Contract and is responsible for inspection of the Work and acceptance of the

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

7.5.4 Contractor's Representative

(Information to be provided at contract award)

7.6 Payment

7.6.1 Basis of Payment

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

7.6.1.1 Charge-out Rate / Material Mark-up

The following rates are included in the Basis of Payment and must remain valid for the duration of the contract;

1. The Charge-out Rate specified below includes all classes of labor, engineering and foreperson, and all overheads, supervision and profit. The Charge-out Rate will be used for pricing unscheduled work that results in an increase or decrease in the Work Period, except as noted in the clause entitled "Overtime".

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

2. Overtime:

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

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

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

3. The cost of material must be the net laid-down cost of the material to which must be added a mark-up of 10% of the net laid-down cost of the material. For the purposes of pricing, Unscheduled Work and material must be deemed to include subcontracts.

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

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

7.6.5 Milestone Payments

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

- a. an accurate and complete claim for payment using **PWGSC-TPSGC 1111**, Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all the certificates appearing on form **PWGSC-TPSGC 1111** have been signed by the respective authorized representatives;
- c. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada

7.6.6 Schedule of Milestones

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

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

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

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

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

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

7.6.7 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 1105, 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 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.

7.7 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, 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 one original and two (2) copies 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 and two (2) copies of the claim to the Contracting 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.

7.8 Certifications and Additional Information

7.8.1 Compliance

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

7.8.2 Welding

1. The Contractor must ensure that welding is performed by a welder certified by the Canadian Welding Bureau (CWB) 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.

7.8.3 Trade Qualifications

The Contractor must use qualified, certified (where applicable) and competent tradespeople and supervision to ensure a uniform high level of workmanship. The Contracting Authority may request to view and record details of the certification and/or qualifications held by the Contractor's tradespeople. This request should not be unduly exercised but only to ensure qualified tradespeople are on the job.

7.8.4 Workers Compensation

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

7.9 Post Contract Award / Pre-Production Meeting

Within **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. Cost of holding such pre-production meeting must be included in the price of the bid. Please note that the travel and living expenses for Government Personnel will be arranged and paid for by Canada.

7.10 Project Schedule

1. The Contractor must provide an updated detailed project schedule in MS Project format or equivalent to the Contracting Authority and the Technical Authority **5 days after award of Contract**.
2. This schedule must highlight the specific dates for the events listed below.
 - a. hull materials delivered to Contractor and sustained construction commenced;
 - b. hull and deck completed, but not closed in to allow for full inspection of the structure and welding. The Contractor must supply a hard copy of the material certificates and construction drawings to the Technical/Inspection Authority one week prior to inspection by the Technical/Inspection Authority;
 - c. outfitting/electrical 75% complete but all equipment and components delivered to the Contractor and available for full inspection. The Contractor must supply a hard copy of the list of equipment and electrical supplies to the Technical/Inspection Authority one week prior to inspection by the Technical/Inspection Authority;
 - d. technical manuals delivered to Canada for approval (no less than 14 days prior to the planned delivery date);
 - e. Contractor's tests and trial and final sea trials required by the TSOR;
 - f. boat and trailer delivered to Canada for approval;
 - g. the start and the end of the 12 month warranty period.

Note: Technical Manuals will not be returned once approved.

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

7.11 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.

7.12 Progress Meeting

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

7.12.1 Progress Review Meetings

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

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

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.
2. The Contractor's facilities may be audited by Canada, or its authorized representative, during the performance of the Work to ensure that the approved system is in place and in accordance with the foregoing requirement.
3. The Contractor's will be required to submit completed quality assurance documentation with each claim for payment as applicable.

7.14 Manuals

1. No later than 14 calendar days prior to delivery of each boat, the Contractor must obtain and deliver to the Technical Authority for approval all Data Books, Operating Instruction Books and Maintenance Manuals 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.

7.15 Inspection, Test & Trials

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

7.16 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.

7.17 Acceptance

1. Canada's provisional acceptance for delivery of the vessel must occur with the execution of a certificate in accordance with form **PWGSC 1105** upon satisfactory completion of the vessel and all trials. The execution of the certificates must in no way relieve the Contractor of any obligations under the Contract.

2. It is understood and agreed that where the work has been substantially completed and the parties have agreed upon the terms and conditions for the Contractor to make good any deficiencies, the certificate referred to above may be executed with a statement attached concerning the rectification of the deficiencies by the Contractor.

3. Canada's final acceptance must occur upon completion of the 12 month warranty period and settlement of all accounts between the parties in relation to the Contract.

7.18 Applicable Laws

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

7.19 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) – General Conditions – Higher Complexity – Goods;
- (d) Annex A, Technical Statement of Requirement;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Subcontractors;
- (g) Annex D, Bidder Questions and Canada Responses;
- (h) Annex E, Inspection/Quality Assurance/Quality Control;
- (i) the Contractor's bid dated _____, (*insert date of bid*).

7.20 SACC Manual Clauses

B3000T – Equivalent Products, 2006-06-16
B5007C – Procedures for Design Change or Additional Work, 2010-01-11
B9028C – Access to Facilities and Equipment, 2007-05-25
C0711C – Time Verification, 2008-05-12
D0018C – Delivery and Unloading, 2007-11-30
D2000C – Marking, 2007-11-30
D2001C – Labelling, 2007-11-30
H4500C – Lien – Section 427 of the Bank Act, 2010-01-11

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 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 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), (o), (p), (q) not used.

(r) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

7.21.2 Marine Liability Insurance

1. The Contractor must obtain Protection & Indemnity (P&I) insurance that must include excess collision liability and pollution liability. The insurance must be placed with a member of the International Group of Protection and Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the Marine Liability Act, S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by Worker's Compensation as detailed in paragraph (2.) below.

2. The Contractor must obtain Worker's Compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the Territory or Province or state of nationality, domicile, employment, having jurisdiction over such employees. If the Contractor is assessed any additional levy, extra assessment or super-assessment by a Worker's Compensation Board, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.

3. The Protection and Indemnity insurance policy must include the following:

(a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.

(b) Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Fisheries and Oceans Canada and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.

Solicitation No. - N° de l'invitation
FW012-190026/A
Client Ref. No. - N° de réf. du client
FW012-190026

Amd. No. - N° de la modif.
File No. - N° du dossier
035mc.FW012-190026

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

(c) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (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

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

ANNEX "A"

TECHNICAL STATEMENT OF REQUIREMENT

WELDING CERTIFICATION:

It is a requirement that all aluminum welding must conform to the requirements of CSA Standard W47.2-M1987 (R1998) "Certification of Companies for Fusion Welding of Aluminum" and must be performed by persons currently certified by the Canadian Welding Bureau to CSA Standard W47.2-M1987 (R1998). All welding is to conform to W59.2 Welded Aluminum Construction and DFO 5782. If the Bidder is not currently certified by CWB, any subcontractor used in the performance of the welding work on this craft must be certified as above.

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GENERAL SUPPORTING INFORMATION:

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- 3.0 Design & Construction Practices
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- 10.0 Operational Performance
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- 16.0 Propulsion
- 17.0 Steering & Trailer

1.0 Bidder's Proposal:

1.1 The Performance Requirements must be applied in combination with this General Supporting Information. The Bidder must submit a proposal to demonstrate that the craft and its equipment meet all the requirements of the RFP. The Bidder must also provide documentary evidence of capability in the construction of this size and type of craft. (This should include references from recent customers operating similar craft under similar conditions.) It should be noted that failure to respond to any evaluation criteria will render the proposal non-compliant, and rejected forthright.

1.2 Compliant proposals will be evaluated on cost and on the degree to which the craft being proposed meets the technical and operational requirements of DFO. The proposal must address all elements of the specification including sufficient information so that it may be fairly evaluated in relation to the stated requirements. The proposal should as a minimum include the following:

- 1.2.1 Detailed description of how the craft will meet all requirements of the specification.
- 1.2.2 Detailed scale drawings including dimensions and layout of work area.
- 1.2.3 Hardware and equipment specifications.
- 1.2.4 Lines plan or similar indication of hull form.
- 1.2.5 Construction specification and scantlings.
- 1.2.6 Outfit specifications.
- 1.2.7 Machinery specifications.
- 1.2.8 Electrical specification.
- 1.2.9 Corporate quality assurance.
- 1.2.10 Certificate indicating Registration to ISO 9002 or higher (While this certificate is desirable, it is not mandatory; however the bidder must have a Quality Assurance System in place which Meets the elements of ISO 9002 model and may be subject to a Quality System Evaluation).
- 1.2.11 Weight control procedures.
- 1.2.12 corporate description and production history.

2.0 Role and Functions:

2.1 Use of small craft within DFO:

2.1.1 Fisheries and Oceans Canada (DFO) buys, manages and operates numerous small craft in support of its Departmental programs and other missions, within its three Sectors: Canadian Coast Guard, Fisheries Management, and Science.

2.1.1.1 Canadian Coast Guard (CCG) is the managing owner of a fleet of ships and small craft (known as the CCG Fleet) that carries out multi-tasked missions on behalf of all DFO Programs. CCG also operates small craft independently of the Fleet structure in support of specific programs, such as Marine Navigational Services (MNS) and Rescue, Safety and Environmental Response (RSER).

2.1.1.2 The Fisheries Management Sector manages and operates small craft in support of its Conservation and Protection (C&P) enforcement programs.

2.1.1.3 The Science Sector manages and operates small craft in support of its Hydrographic, environmental Science, Great lakes Science and Oceanographic programs.

2.2 Mission Statement:

2.2.1 CCG Fleet of vessels, as well as operating independently to carry out various program-related activities from shore-based facilities and trailers. Electro fishing craft are used to sample fish for scientific work.

2.2.2 The Primary Missions of the craft is sampling for the aims of Fisheries Conservation and Protection.

2.2.3 in carrying out its Missions, the craft will perform the following broad functions:

2.2.3.1 Perform scientific experiments using electrofishing technologies.

2.3 Utilization:

2.3.1 Electrofishing craft are used in all five DFO Regions: Newfoundland, Maritimes, Laurentian, Central & Arctic and Pacific.

2.3.2 The craft is used in some applications in which DFO operates: inshore and in sheltered waters.

2.3.3 The craft will be shore-based. The craft must be launched and recovered by trailer.

3.0 Design & Construction Practices:

3.1 Ergonomic Design - General:

3.1.1 Hazardous operating conditions must be prevented by arranging machinery and equipment in a safe manner; providing guards for all electrical, mechanical and thermal hazards to personnel; and providing guards or covers for any controls that might accidentally be activated by contact of personnel.

3.1.2 The craft must be designed and constructed to accommodate both male and female crew in Cold weather clothing and equipment in accordance with Human Engineering factors as per ASTM F1166-88.

3.1.3 Human engineering factors considered in design must include accessibility, visibility, readability, crew efficiency and comfort. All equipment must be accessible for use, inspection, cleaning and maintenance.

3.2 Vibration:

3.2.1 The craft and all components must be free of local vibration that could endanger craft personnel, damage craft structure, machinery or systems, or interfere with the operation or maintenance of craft machinery or systems.

3.2.2 No component must rattle. Mounts for movable components, including items moved for stowage, towing or transport must be provided with resilient material as necessary to prevent rattling.

3.2.3 Loosening of fasteners under vibration must be prevented by the use of self-locking fasteners, as applicable.

3.3 Equipment Protection:

3.3.1 The Contractor is responsible for the care of all equipment. All parts, especially those having working surfaces or passages intended for lubricating oil, must be kept clean and protected during manufacture, storage, assembly and after installation. Equipment must at all times be protected against dust, moisture or foreign matter and must not be subject to rapid temperature changes or extremes in temperature.

3.4 Site Hygiene:

3.4.1 During construction, all chips, shavings, refuse, dirt and water must be removed at the completion of the work shift or sooner. The Contractor must ensure measures are taken to avoid wear and damage incident to construction, and to prevent corrosion or other deterioration. Equipment subject to freezing must be kept drained, except during test and trials. Equipment must be kept clean and protected from the environment prior to installation.

4.0 Integrated Logistic Support:

4.1 Components and Equipment Support:

4.1.1 All components and all mechanical, auxiliary, electronic and electrical equipment installed on the craft must be supportable by parts and service in Canada within 30 days. All components and equipment must be current production models.

4.2 Spare Parts:

4.2.1 To facilitate replacement and inter-changeability of parts, as well as maintenance procedures and operator training wherever practicable:

4.2.1.1 The Contractor must standardize on selection of equipment, fittings and fabrication methods within the craft supplied.

4.2.1.2 Exceptions must only be accepted where expressly agreed by DFO and in all cases where advances in technology have rendered previous counterparts obsolete.

4.3 Parts Depot:

4.3.1 Contractor's parts depots must be capable of efficiently supplying all 10 Provinces and 3 Territories with spare parts for all components.

5.0 Documentation:

5.1 Technical Publications General:

5.1.1 The Contractor must provide three (3) complete hard set and one (1) soft copy of CAD 2000 technical publications that provide a physical and functional description of the craft, its machinery and equipment, as well as sea-trial testing and performance documentation. The technical publications must include: a General Information book, Technical Manuals, and a Preventive Maintenance List.

5.1.2 The Government requires clearance for use of all publication manuscripts to the following:

- 5.1.2.1 Translate them into French.
- 5.1.2.2 Reformat them into bilingual technical format.
- 5.1.2.3 Reproduce it in whole or in part and distribute them to users.
- 5.1.2.4 Use it for operations and maintenance purposes.

5.2 General Information Book:

5.2.1 The General Information Book (GIB) must include a description of the arrangement and function of all structures, systems, fittings and accessories that comprise the craft, with illustrations as appropriate:

- 5.2.1.1 Operating procedures;
- 5.2.1.2 Basic operating characteristics (such as temperatures, pressures, flow rates, etc.)
- 5.2.1.3 Installation criteria and drawings, assembly and disassembly instructions with comprehensive illustrations showing each step;
- 5.2.1.4 Recommended planned maintenance;
- 5.2.1.5 Complete troubleshooting procedures.

5.3 Technical Manuals:

5.3.1 The technical manuals must consist of a complete set of detailed owners/operators manuals, drawings, parts lists and supplemental data for all components of the craft (whether acquired from external sources or custom-manufactured), including:

- 5.3.1.1 Hull
- 5.3.1.2 Generator
- 5.3.1.3 Engines
- 5.3.1.4 Systems (steering, fuel, electrical, etc.)
- 5.3.1.5 Electronics and electronic systems
- 5.3.1.6 Fittings, accessories and ancillary equipment.

5.4 Initial Spare Parts List:

5.4.1 The Technical Manuals must also include a list of recommended initial onboard spare parts to be stocked for the craft. At a minimum this list must include the following items (as applicable):

5.4.1.1 Propulsion: Propeller, injectors, filters, water pump impeller, starting battery, belts, throttle and shift cables, any special engine tools.

5.4.1.2 Electronic equipment: Fuses, breakers, footswitches, cabling, etc.

5.4.1.3 Electrical: fuses, light bulbs, flood lights;

5.4.1.4 Boat Structures and Fittings: Miscellaneous commonly used fasteners.

6.0 Test & Trials:

6.1 General:

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

- 6.1.1.1 Weight of craft
- 6.1.1.2 Construction Quality
- 6.1.1.3 Generator
- 6.1.1.4 Propulsion system
- 6.1.1.5 Propulsion Controls
- 6.1.1.6 Steering System
- 6.1.1.7 Fuel System
- 6.1.1.8 Electrical System
- 6.1.1.9 Starting System
- 6.1.1.10 Electronics

6.2 Sea Trials - General:

6.2.1 Sea trials must be conducted by the Contractor to demonstrate the craft and its equipment conform to the requirements as stated in the Contract and the Performance Requirements. All expenses incident to the trials must be borne by the Contractor unless otherwise specified. A crew provided by the Contractor must operate the vessel during sea trials.

6.2.2 All Sea Trial instrumentation and equipment must be furnished and operated by the Contractor. Trial instrumentation, where applicable, must not replace the craft's instruments (e.g., engine tachometer, pressure gauges, thermometers). The Contractor must furnish all necessary hardware and fittings and must install the measuring devices. After satisfactory completion of the trials, all

instrumentation must be removed and all systems restored. The Contractor must provide calibration data certifying the accuracy of the instrumentation for the tests.

6.2.3 The Contractor must submit a Test & Trials Plan, including a description of all of the acceptance trials to be performed. As a minimum, the following trials must be conducted:

6.2.3.1 Speed Trials - The speed trials must be done over a certified measured course at least one nautical mile in length. Two runs must be made over the course, one in each direction with the speeds for the two runs averaged.

6.2.3.2 Endurance Trial - The vessel must operate at maximum speed for a minimum of sixty minutes in the Normal Loaded Condition. During the endurance trials, it must be demonstrated that all parts of the propulsion system are in full operation. All systems must be operated to check for proper lubrication, control and alignment. Fuel consumption must be recorded for the one-hour trial. Contractor is to supply all fluids for trials such as fuel oil, engine oil etc.

6.2.3.3 Astern Propulsion - The craft must be operated and manoeuvred using astern propulsion to establish the astern performance. During the backing performance tests the throttles must be set to provide 1/3 of the rated engine horsepower. In order to demonstrate astern performance of the engines in an emergency stop and to test the strength of the engine mounting arrangements, the engine must be subjected to two stops from full power ahead at maximum speed to dead in the water using reverse thrust. Time required to perform this trial must be recorded.

6.2.3.4 Steering Gear - Tests must be conducted on the steering gear to demonstrate the adequacy of the steering system under all operations. Manoeuvring tests must be performed to ensure that the boat meets the stated requirements. Manoeuvring trials must be conducted in the Normal Operating Condition.

6.2.3.5 Electronics for Electro fishing Test – In Normal Operating Condition the electronic equipment for shocking fish must be tested from the minimum to maximum range to prove operation and effectiveness of the system. A visual inspection must be made of all electro fishing components to ensure that there is no evidence of distortion, cracking or failure.

6.2.3.6 DFO project authority must be notified, no less than, 7 days prior to sea trials. The DFO project authority reserves the right to witness or decline attendance of sea trials. Absence of the Inspector at sea trials does not relieve the Contractor of its responsibility to conduct and record sea trials. Sea trial results will be forwarded to the Inspection Authority prior to delivery of the vessel.

6.2.3.7 At the conclusion of sea trials the craft must be thoroughly cleaned and inspected. Outboard engine cooling systems must be flushed through with fresh water, batteries must be disconnected and fuel tanks must be drained. The Contractor must repair any damage to the craft or ancillary equipment resulting from sea trials, to the satisfaction of the DFO project authority.

6.3 Final Inspection:

6.3.1 Final Inspection must not be performed until all tests have been satisfactorily completed with data available for review. The craft must be ready for delivery in all respects, except for final preparation for shipment. The Contractor must provide personnel, as required, to resolve questions and to demonstrate equipment operation maintenance accessibility, removal and installation. The Contractor must document the results of the Final inspection and furnish these results to the Contracting Officer, a copy of the trial results must be shipped with the deliverables for the craft. Where applicable, serial numbers and other identifying information must be recorded for each component fitted to the craft.

6.4 Acceptance:

6.4.1 Upon delivery, DFO will conduct the final acceptance inspection. The Contractor must repair any damage to the boat or ancillary equipment resulting from shipping, to the satisfaction of the DFO Inspector.

6.5 Trial Records:

6.5.1 The Contractor must maintain records of testing for the craft for a minimum of two years. The Contractor must prepare a testing check sheet that certifies that each test has been completed. The check sheet must indicate the actual weight of the boat in Light Condition. The check sheet must also indicate the total loaded weight and the date for the electro fishing electronic test. This check sheet must be included with the deliverables of the craft.

Light Condition is define as the state of the craft as stated in section 6.2.3.7 for shipping of the craft.

7.0 Fabrication:

7.1 General:

7.1.1 Unless stated otherwise, all components, equipment and material must be Contractor supplied.

7.2 Structural Integrity:

7.2.1 All structures and components (hull, deck, console, seating, etc.) must be of sufficient strength to withstand the lateral and vertical impact-loading that equates to the conditions of the operational profile and mission requirements.

7.3 Materials - General:

7.3.1 Environmental Exposure

7.3.1.1 All materials must be corrosion resistant and suitable for use in a salt-water environment as detailed in the Environmental Conditions portion of the Performance Requirements. All materials normally subjected to sunlight must resist degradation caused by ultraviolet radiation.

7.3.2 Dissimilar Metals

7.3.2.1 Direct contact of electrolytically dissimilar metals is not allowed. Electrolytic corrosion must be prevented by insulating dissimilar materials from each other with gaskets, washers, sleeves, or bushings of suitable insulating material.

7.3.3 Aluminium

7.3.3.1 Aluminium alloy 5052-H32 must be used for plate; aluminium alloy 5086-H112 or 5456-H111 must be used for extruded shapes and welded tubing and pipe. Non structural items of trim and outfit such as hatch frames, castings, and hardware items may be of other aluminium alloys suitable for commercial saltwater marine use.

7.3.4 Stainless Steel

7.3.4.1 Stainless steel type 316L or 316 must be used for all stainless steel applications except as noted. Alloy 316 must not be used in any welded components.

7.3.5 Fasteners

7.3.5.1 All fasteners must be of corrosion resistant materials.

7.3.5.2 Cadmium plated parts and fasteners, including washers, must not be used.

7.3.5.3 Direct attachment of alloys containing copper to aluminium is not permitted except for an electrical bonding strap.

7.3.5.4 No fasteners must be directly threaded into aluminium alloys. Backing plates of stainless or aluminium must be used.

7.3.5.5. Where nuts will become inaccessible after assembly of the craft, nuts must be captured to allow reassembly and prevent backing off. Unless otherwise specified, self-locking nuts must be installed to prevent loosening of bolts due to shock and vibration.

7.3.5.6 Fasteners in deck traffic areas must be flush-mounted to eliminate tripping and snagging hazards.

7.4 Construction Procedures:

7.4.1 General

7.4.1.1 Hulls must be fabricated as per the requirements quoted in Construction standards of the Performance Requirements.

7.5 Main Hull and Appendages:

7.5.1 Hull Form

7.5.1.1 Hull shape must not impede water flow to the propulsion units and must direct spray and waves away from onboard personnel.

7.5.2 Watertight and Tank Bulkheads

7.5.2.1 The hull design must be such that a sufficient number of watertight compartments will allow for adequate stability and positive buoyancy in a flooded condition. Reference Performance Requirements - Construction Requirements - General - Buoyancy.

7.5.3 Stowage

7.5.3.1 Weather tight stowage for small items of equipment must be provided in void spaces beneath gunnels where practicable, and inside the console. Includes mission-related equipment as well as that defined in the Canada Shipping Act, Small Vessel Regulations and Annex 2 of IMO Resolution A.656(16). All Stowage compartments must be lockable, secured by positive means and operable by gloved or insensitive hands.

7.5.4 Painting and Preservation

7.5.4.1 The Contractor must ensure that all non-painted exposed aluminium is free of cosmetic blemishes, including construction marking, grinder marks, scratches, gouges and stains.

7.6 Propulsion Systems:

7.6.1 Installation and alignment

7.6.1.1 The Engine must be installed in accordance with the engine manufacturer's recommendations. The use of engine manufacturer's approved accessories and equipment is required. Equipment and components must not be used on the craft that would, in any way, void the engine manufacturer's warranties.

7.6.2 Warranty

7.6.2.1 All components of the propulsion system and electronic system must be warrantied by the original equipment manufacturer for a minimum of two years.

7.6.3 Gasoline Outboards

7.6.3.1 Unless otherwise specified, propulsion must be one (1) Outboard that will be shipped to the contractor by DFO.

7.6.4 Propeller

7.6.4.1 Unless otherwise specified, the propeller will be supplied by the Contractor. Contractor must inform the Technical Authority of appropriate pitch and diameter to meet the Performance Requirements as determined by the Contractor developed design check.

7.7 Steering Systems:

7.7.1 Steering system must be remote hydraulic with self-contained oil reservoir, and replaceable seals on the rams.

7.7.2 Hydraulic Hoses

7.7.2.1 Hoses must be of sufficient size and length to prevent pulsing. Hoses must be suitable for use in an exposed marine environment.

7.8 Electrical System:

7.8.1 General

7.8.1.1 The electrical system design, component selection and installation must be in accordance with TP1332 "Construction Standards for Small Vessels". All electrical equipment and hardware must be installed in accordance with the manufacturer's specifications. All fitted electrical equipment must be capable of operating simultaneously with all fitted electronics equipment without causing interference to any electronic equipment.

7.8.2 Batteries & Switch

7.8.2.1 Dual Battery switch must be installed to allow for selection of either of the Group -24 marine batteries or parallel operation of both batteries and an OFF position. The switch turns the entire boat electrical system off including the bilge pump. The switch will be rated for 230 amps.

7.8.2.2 Battery compartment will be fitted to provide space for the two Group-24 batteries. These batteries will be housed in chemical resistant enclosures.

7.8.2.3. Addition charging from the outboard will be incorporated in the charging system. An expanded scale voltmeter to indicate the battery output level must be installed on the operator's console.

7.8.3 Power Distribution

7.8.3.1 Cabling Selection

7.8.3.1.1 Cables for all portions of power and lighting must be heavy duty, marine grade, tinned boat cable.

7.8.3.2 Cabling Installation

7.8.3.2.1 Cables must be grouped into wiring harnesses wherever possible. All wiring harness must be routed below deck. All cabling and wiring will be numbered for identification purposes for doing repairs. These numbers must be reflected in the electrical drawing(s) for the craft.

7.8.3.2.2 Cabling / conductors passing through watertight boundaries, decks, bulkheads or other exposed surfaces must be installed to maintain watertight integrity of the structure. Cable entry into watertight enclosures must be through watertight marine glands of suitable size. All electrical equipment must be readily accessible for performing maintenance.

7.8.3.2.3 All below deck cabling must be through conduit pipe where possible.

7.8.3.2.4 Cabling / conductors passing through bulkheads, decks, or other structures must be protected against chafing by the use of abrasive resistant grommets.

7.8.3.2.5 Routing cables through foamed spaces must be avoided wherever possible. Cables that must be routed through foamed spaces must be run in conduit pipe. The pipe must be arranged in a matter that prevents water from becoming entrapped in the pipe.

7.8.4 Navigation Lighting

7.8.4.1 Fixtures must be of such a design as to resist the effects of vibration and moisture and must be provided with adequate protection from damage.

7.8.4.2 The navigation lights must be mounted so as not to interfere with vision of the operator.

7.8.4.3 The sidelights must be permanently mounted. The aft all around light or masthead light may be on a retractable or fold down mast.

7.9 Communications Systems:

7.9.1 General

7.9.1.1 VHF Radio will be fitted and supplied by the Contractor. The location will be on the operator's console. The unit that will be supplied will be as follows:

7.9.1.1.1 VHF radio must be Icom M605 (or equivalent)

7.9.1.1.2 RF Cable must be RG-214/U of one continuous run from antenna to VHF radio and fitted with UHF type connectors both ends

7.9.1.1.3 Antenna must be Shakespeare style 5396 (or equivalent)

7.9.2 Horn

7.9.2.1 The Contractor must supply and install an electric horn that meets the requirements of the CSA Collision Regulations. The horn must be operated by a spring-loaded switch located on the operator's console.

7.9.3 Gauges - Dimensions and Ergonomics

7.9.3.1 Unless otherwise specified, gauges must be analogue-style, approximately 2" diameter. Tachometer gauges must be approximately 3" diameter. Gauges must be installed so they are readily visible by the operator while operating the craft.

7.9.4 Gauges - Illumination

7.9.4.1 All gauges must be backlit with an adjustable dimmer.

7.9.5 Control Requirements

7.9.5.1 Propulsion control system installation must include single-lever engine controls located at the operator's position on the console. Controls must conform with engine manufacturer's recommendations for commercial use.

7.10 Piping Systems:

7.10.1 Flexible Connections

7.10.1.1 Where flexible connections are required for steering and fuel systems, suitable hose with detachable reusable type fittings must be used.

7.10.2 Fittings

7.10.2.1 Fittings, clamps and bolts must be stainless steel.

8.0 Packaging and Shipping:

8.1 Shipping and delivery:

8.1.1 Prior to shipping, the craft must be secured in a shipping cradle, cleaned, preserved and covered in accordance with this section.

8.1.1.1 All areas of the craft must be cleaned prior to covering for final shipping.

8.1.1.2 Bilges must be dry and free of oil and debris and the fuel tanks must be dry.

8.1.1.3 The propulsion system must be preserved in accordance with the manufacturer's recommendations for storage of up to one year in an environment that will be subjected to freezing temperatures.

8.1.1.4 The batteries must be disconnected

8.1.1.5 A durable warning plaque must be wire tied to the steering wheel indicating that the boat has been preserved for shipping and storage and should not be started until the propulsion machinery has been reactivated.

8.1.1.6 Cradles must be designed and fitted to prevent any movement of, or damage to, the craft and equipment during shipment and storage. All contact points with the craft must be padded.

8.1.1.7 An all-weather cover must be provided to protect the craft during shipping and storage.

PERFORMANCE REQUIREMENTS:

9.0 Physical Characteristics:

- 9.1.1 Length overall 24'.
- 9.1.2 Beam 95"-105"
- 9.1.3 Maximum side height 28-32".
- 9.1.4 Transom Height 25".
- 9.1.5 Payload weight 2150-3000 lbs.
- 9.1.6 Normal load conditions:
 - 9.1.6.1 Crew of 4 = 1100 lbs
 - 9.1.6.2 Fuel = sized to meet 10.1.3
 - 9.1.6.3 Equipment & supplies = 500-1000 lbs
 - 9.1.6.4 Full fish tank of water = 270 liters

10.0 Operational Performance:

10.1 Unless otherwise stated, performance must be for conditions of zero sea state and no wind, in salt water with Normal load condition. The craft must be designed and constructed for ease of maintenance and repair, long life, and to be easily supportable by local commercial facilities and suppliers. The craft is expected to have a service life of at least 12 years, with an expected usage of between 500 and 800 hours per year. Life cycle costing projections must be supplied by manufacturer with their proposal, particularly for hull, generator, propulsion, steering, electronic systems, other components and systems.

- 10.1.1 Maximum speed: 35 knots.
- 10.1.2 Endurance: 15 knots for 6 hours.
- 10.1.3 Range: 140 nautical miles with 10% reserve at 20-knot minimum speed
- 10.1.4 Beaching:
 - 10.1.4.1 Capable of beaching on soft (sand, earth or clay) surfaces at a speed of up to 5 knots without damage to the hull.
 - 10.1.4.2 Capable of beaching on hard (stone or concrete) surfaces at speeds of up to 3 knots without damage to the hull.

10.2 Depth under Keel:

- 10.2.1 Operate fully in depths of 1 meter with outboard motors lowered.
- 10.2.2 Basic manoeuvring in depths of 0.80 meters with outboard motors in the partially raised position.

11.0 Environmental Conditions:

11.1 Capable of operating in day or night in the following conditions;

11.1.1 Average ambient air temperature range: 0oC to + 35oC

11.1.2 Average water temperature: 0oC to +30oC.

11.1.3 Wave heights of 1 meter to 2 meters.

11.1.4 Wind speeds of 10 knots to 15 knots.

12.0 Seat and Console Configuration:

12.1 General Notes:

12.1.1 Seat must be fitted aft of the console. The seat must be adjustable fore, aft, up and down. Seat must be fabricated from marine grade materials and be resistant to tearing, puncture and deterioration due to environmental exposure.

12.1.2 The console must be fitted on, greater than midway back of the vessel. Sufficient unobstructed space must remain aft of the console to provide safe access to propulsion equipment.

12.1.3 The layout of the console must take into account ergonomic considerations, with easy viewing and access to all critical instruments and controls.

12.1.4 An Overall cover for console and controls must be provided.

12.2 Console:

12.2.1 The console must be fabricated from aluminium.

12.2.2 The console must be fitted so as to provide unobstructed view forward and aft to see the operation of the craft for electrofishing sampling and for coming alongside. Sufficient unobstructed space must remain aft of the console to provide safe access to propulsion equipment.

12.2.3 The engine and electrofishing controls must be situated on the operator's console and must be situated in such a manner that the operation of the control, or the steering wheel, must not inadvertently activate or deactivate any of the other controls.

12.2.4 Space between console and gunnels must be sufficient for safe passage of personnel, without having to resort to standing or walking on console or gunnels.

12.2.5 The console must be fitted with a windshield. The glass must be heavy duty shatterproof glass, with the ability to fold down.

12.2.6 Control console weatherproof cover must be supplied to provide protection for the console electrical equipment.

12.2.7 The operator's console must be outfitted as follows:

- 12.2.7.1 Tachometer for engine,
- 12.2.7.2 Fuel gauge for tank,
- 12.2.7.3 Cooling water temperature gauge (if required),
- 12.2.7.4 Water pressure gauge for engine (if required),
- 12.2.7.5 Tilt / trim gauge for outboard,
- 12.2.7.6 An hour meter for engine,
- 12.2.7.7 A minimum 8 breaker circuit panel
- 12.2.7.8 Separate waterproof dimmer switch engine instruments.

- 12.2.7.9 Remote oil tank level gauge.
- 12.2.7.10 Electrofishing control box
- 12.2.7.11 12V outlet and usb charger port,

13.0 Construction Standards:

13.1 Transport Canada Marine Safety Regulation TP 1332 Construction Standards for Small Vessels:
<http://www.tc.gc.ca/MarineSafety/Directorate/TP/tp1332/tp1332e.htm>

13.2 Transport Canada Marine Safety Regulation TP 9247 Emergency Boats:
<http://www.tc.gc.ca/MarineSafety/Directorate/TP/TP9247/TP9247E.htm>

13.3 The latest ABYC standards.

13.4 CSA C22.2 No 183.2-M1983 (R1999) Standards for DC Electrical Installation on Boats and ABYC "e" Electrical Standards

13.5 Transport Canada Marine Safety Regulation TP 127 Ships Electrical Systems - Sections 50 to 58 for systems less than 55 volts.

13.6 Transport Canada Marine Safety Regulation TP 1324 Coated Fabrics:
<http://www.tc.gc.ca/MarineSafety/Directorate/TP/tp1324/tp1324e.htm>

13.7 W59.2 Welded Aluminum Construction and DFO 5782

13.8 Canadian Welding Bureau to standard W47.2 for aluminum for construction of the vessels, W59.2 welded aluminum Construction.

13.9 Canada Labour Act for Noise Levels for work up to 12 hours without ear protection.

13.10 All components fitted to the vessels must have the attached Maintenance Data Sheet to this RFP completed before acceptance of the vessels from the Contractor. This information will be used to populate the data base for the maintenance of the vessel.

13.11 All navigation lights must display the arc and range of visibility as defined in the Canada Shipping Act, Collision Regulations. <http://www.tc.gc.ca/acts-regulations/GENERAL/C/CSA/menu.htm>

14.0 Construction Requirements:

14.1 General:

14.1.1 Unless stated otherwise all components, equipment and material must be Contractor supplied.

14.1.2 Structural Strength: All structural and related components (hull, deck, console, seating, etc.) must be of sufficient strength to withstand lateral and vertical impact loads associated with the operational requirements.

14.1.3 Launching: Vessel must be capable of being launched, recovered and transported by trailer.

14.1.4 Deliverables:

14.1.4.1 Manuals: A detailed operator manual must be provided for all equipment, fittings and systems.

14.1.4.2 Test & Trial results.

- 14.1.4.3 Acceptance Certificates, ie. Life saving appliances, electronic sampling equipment, engine test reports, calibration certificates
- 14.1.4.4 Testing Check Sheet.
- 14.1.4.5 Complete electrical drawing(s)
- 14.1.4.6 Vessel stability report

14.2 Hull:

14.2.1 Material: Will be aluminium as per section 7.3.3 of this specification

- 14.2.1.1 The bottom plating must be a minimum of 0.187 inch flat or 0.125 inch lapstrake.
- 14.2.1.2 The side plating must be a minimum of 0.125 inch flat or 0.125 inch lapstrake.
- 14.2.1.3 The decking must be anti-skid tread matt for stable footing.
- 14.2.1.4 The craft will be built to section 9 of this specification

14.2.2 Platform and Compartments will be made of aluminium as per section 7.3.3.

14.2.2.1 A bow work raised platform (that is 2-4 inches lower than the gunnels, aft edge with a raised lip equal to or 1-2 inches lower than the gunnel height, with self-draining holes added to the hull at the fore end of the platform for self-draining of the bow platform. The platform will be made of 1/8"-3/16" anti-skid tread plate aluminium. The platform and safety rails will extend out to create a platform and rail width of 60". Safety rails will be fitted around the platform at a high of 42 inches and must be removable. The front safety rail will be built to open inwards.

14.2.2.2 below the platform of the foredeck will be fitted a locker for storage of equipment for sampling.

14.2.2.3 Hawes tubes (or equivalent) inset into the gunnels so that the cleats are set on the plates welded onto the frames under the gunnels to avoid entanglement with nets being deployed over the gunnel.

14.2.3 Generator House and Seat platform

14.2.3.1 The generator must be fitted with a base frame to boost the generator above the floor of the vessel, and a protective housing/cover for the generator's top, as well as the bow facing and stern facing ends of the house. The house will be designed to allow for manual starting of the generator, filling of the gas tank, for the exhaust of the generator to be directed away from the vessel operator, and to allow for air-movement about the generator for cooling. The housing will provide a stable housing for the generator that can be locked for secure storage of the generator in the boat, but will also allow the removal of the generator for servicing as needed.

15.0 Outfitting

15.1 Electrical:

15.1.1 The electrical system must be completely waterproofed and easily accessible, incorporating a waterproof breaker panel with a minimum of 6 circuits fitted.

15.1.2 Twelve (12) volt DC distribution system must be provided to power the engine starting, generator starting and boat service loads including:

- 15.1.2.1 Navigation lights
- 15.1.2.2 Navigational equipment
- 15.1.2.3 Instrumentation
- 15.1.2.4 Communications

15.2 Batteries

15.2.1. The craft must have a dual-battery system as per section 7.8.2

15.2.2 Each Battery must be marine grade with a minimum 1000 deep-cycle cranking amps.

15.3. Cable Installation:

15.3.1 Cables and conductors must be supported with clamps or straps at least every 18 inches on horizontal runs and every 14 inches on vertical runs.

15.4 Alarms

15.4.1 Audible alarms and visual warning lights must be installed in accordance with the manufacturer's recommendations to indicate high cooling-water temperature and low lubricating oil pressure.

15.5 Navigation lighting

15.5.1 All navigation lights must display the arc and range of visibility as defined in the Canada Shipping Act, Collision Regulations.
<http://www.tc.gc.ca/Actsregs/csa-lmmc/csa14.html>

15.5.2 The fixtures must be of such a design as to resist the effects of vibration and must be provided with adequate protection from damage, which may occur, when lying alongside a vessel or a pier.

15.6 Pumping and Drainage:

15.6.1 The bilge pump must be located so that it takes suction from the lowest point of the hull. Piping must be installed which will allow the bilge pump to discharge directly overboard. An automatic control must be fitted that turns on the electric bilge pump when water is present in the bilge. The electric bilge pump control switch must be located on the operator's console, with settings for 'on', 'off' and 'automatic' operation. An indicator light must be provided at the console that lights when the bilge pump is operating.

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

15.6.2.1 Rubber plugs for the scuppers of a self-draining hull design must be provided (to plug scuppers if necessary for electrofishing)

15.6.3 Valves and handles must be bronze and must be located where they are readily accessible for operation, maintenance or removal.

15.6.4 Contractor will supply and must outfit the boat with the following items of emergency equipment:

- 15.6.4.1 Fire extinguisher (Class 5BC, marine type)
- 15.6.4.2 Boat hook, 8 feet long (retractable)
- 15.6.4.3 Two paddles
- 15.6.4.4 Anchor and line with chain
- 15.6.4.5 Mooring lines
- 15.6.4.6 Fenders

16.0 Propulsion and Generation:

16.1 General:

16.1.1 The DFO supplied outboard motor package must be fit and tested by the Contractor.

16.1.2 Kill Switch - Engine package must incorporate an automatic shutdown feature (kill switch) for the engine to be mounted near the ignition switch.

16.1.3 The craft must be built to be fitted by the Contractor with a control box (electrofishing equipment) that will meet the following requirements

- 16.1.3.1 Rated output power of at least 7500 watts (DC)
- 16.1.3.2 Rated output voltage of 0-1100 volts (adjustable)
- 16.1.3.3 Output pulse modes of AC and pulsed DC
- 16.1.3.4 DC peak output volts of 0-1100 v in at least 3 steps
- 16.1.3.5 AC output RMS volts at 0-240 v in at least 1 step
- 16.1.3.6 Adjustable pulse frequency (1-300 pps)
- 16.1.3.7 Weather resistant control box
- 16.1.3.8 Output and safety controls of foot switch and panel control
- 16.1.3.9 Seconds timer LCD display of 0-99999, illuminated
- 16.1.3.10 Powered by commercially available generator

16.1.4. The craft must be outfitted with two swing out electrofishing anode booms - on the port and starboard sides of the bow of the vessel. The booms must be installed in a manner that allows them to swing directly out front/fore of the vessel during operation, and facing the back/aft of the vessel when stored. The booms require a cradle that they can be set into and secured when not in operation (while in the aft position). The booms must also be supported from the bow in a manner that allows them to be moved for vertical adjustment (i.e. a chain/catch system on the anode pole and protective rail). The anode cables must be securely installed below the gunnels to avoid entanglement with other gears. The cables from the anodes must be of sufficient length to reach the control box mounted position in the console.

16.2 Fuel Systems:

16.2.1 Fuel systems must meet with all requirements of TP 1332 Construction Standards for Small Vessels. In addition, the following features must be provided:

16.2.1.1 Valves and fittings used in the fuel system must be stainless steel.

16.2.1.2 The fuel vent must be fitted with a ball check valve.

16.2.1.3 All fuel valves should be readily accessible and labelled.

16.2.1.4 Remote fuel shutoff valves must be fitted, remote from the fuel tank and engine compartment. A combination of anti-siphon valves and fuel diverter valves will meet this requirement.

16.2.1.5 The fuel tank must be fitted with a debris and water separating filter system that is accessible for ease of maintenance.

16.2.2 There must be one fuel tank fitted with an inspection hatches to allow access to the fuel pickups and tank level indicators.

16.2.3 A pressure test of the entire fuel oil system is to be performed to 3 psig with the associated visual checks being made for any signs of leaks under this test.

16.3 Gasoline Outboards:

16.3.1 Installation and Mounting General

16.3.1.1 Outboard motor must be mounted using a minimum of 4 bolts.

16.3.1.2 A mounting bracket for a kicker motor must be supplied and installed.

16.3.2 Contractor to install the following equipment supplied by DFO:

- 16.3.2.1 Tachometer for the engine,
- 16.3.2.2 Water pressure gauge,
- 16.3.2.3 Trim gauge,
- 16.3.2.4 Controls, cables,
- 16.3.2.5 Ignition harness (mounted so that the key cannot collect water)
- 16.3.2.6 Fuel gauge for fuel tank,
- 16.3.2.7 Oil gauge for oil tank,
- 16.3.2.8 Hour meter for engine,
- 16.3.2.9 Digital engine monitoring system,

17.0 Steering & Trailer:

17.1 Steering systems:

17.1.1 Steering must be hydraulic.

17.1.2 All hydraulic steering hoses should be routed below deck where possible and all hoses must be routed so that there are no pinch points on the hoses.

17.1.3 The wheel / console connection must be of robust construction, to eliminate fore and aft or lateral movement of wheel / steering shaft fixture.

17.1.4 The Steering wheel must be stiff enough that during rough water operations there is no flexing of the wheel and the wheel should be padded to provide a comfortable non-slip surface for the operator to grip. (Momo Marine steering wheels meet these requirements).

17.2 Trailer:

17.2.1 Trailer must be hot dipped fully galvanized all welded construction capable of supporting the weight of the boat from stem to transom on bunks plus 20% reserve. Trailer must be road worthy and "street-legal" in the province of Ontario.

17.2.2 Trailer must be tandem axle with appropriately sized radial tires and wheels, c/w equivalent spare on mounting bracket.

17.2.3 Must be fitted with a minimum two (2) inch diameter ball coupler.

17.2.4 Must be fitted with 2 galvanized safety chains, c/w shackles.

17.2.5 Must be fitted with hydraulic surge braking system

17.2.6 Must be fitted with a submersible lighting system to Transport Canada Standards.

17.2.7 Must be fitted with a minimum 1500 pound capacity high lift swivel jack, c/w wheel.

17.2.8 Must be fitted with rigid securing points for beam and transom tie-downs. Suitable adjustable strap tie-downs to be Contractor supplied for each securing point.

17.2.9 Must be fitted with stainless steel "Bearing Buddies".

17.2.10 Must be fitted with two aluminium step fenders.

17.2.11 Must be fitted with a heavy duty winch platform and base.

17.2.12 Must be fitted Hydraulic surge brakes, 10" drum, second axle.

17.2.13 Must be fitted with a hand operated winch to be supplied and fitted c/w handle, suitable length of nylon strap (not wire), and a non-corrosive snap hook of sufficient strength for a fully loaded boat.

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Amd. No. - N° de la modif.
File No. - N° du dossier
035mc.FW012-190026

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

ANNEX "B"

BASIS OF PAYMENT

B1: Firm Price (CAD\$)

Item	Description	Price (CAD\$)
B1.1	One (1) 24' Electrofishing Vessel built in accordance with Annex A and Annex D.	\$
B1.2	One (1) Trailer built in accordance with Annex A and Annex D	\$
B1.3	Transportation cost for delivery of 1 boat and a trailer FOB to Fisheries and Oceans Canada 867 Lakeshore Road Burlington, Ontario L7S 1A1	\$
TOTAL WITHOUT GST/HST		\$

B2: Schedule of Milestones (CAD\$)

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

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

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

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ANNEX “C”

SUBCONTRACTORS

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

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ANNEX "D"

BIDDER QUESTIONS AND CANADA RESPONSES

Completed and updated during the solicitation process.

ANNEX "E"

INSPECTION/QUALITY ASSURANCE/QUALITY CONTROL

1. Conduct of Inspection

- (a) Inspections will be conducted in accordance with the ITP provided and accepted by the Inspection Authority and as detailed in this Annex.
- (b) The Contractor must provide its own staff or subcontractors to conduct inspections, tests and trials; excepting that Technical Authority or Inspection Authority personnel may be designated in the specifications, in which case the Contractor must ensure that its own staff are provided in support of such inspection/test/trial.
- (c) As applicable, the Contractor must ensure that the required conditions stated in the specification prevail at the commencement of, and for the duration of, each inspection/test/trial.
- (d) The Contractor must ensure that personnel required for equipment operation and records taking during the inspection/test/trial are briefed and available at the start and throughout the duration of the inspection/test/trial. Tradesmen or FSRs who may be required to effect minor changes or adjustments in the installation must be available at short notice.
- (e) The Contractor is to coordinate the activities of all personnel taking part in each inspection/test/trial and ensure that safe conditions prevail throughout the inspection/test/trial.

2. Inspection Records and Reports

- (a) The Contractor on the inspection record, test or trials sheets as applicable must record the results of each inspection. The Contractor must maintain files of completed inspection records.
- (b) The Contractor's Quality Control (QC) representative (and the FSR when required) must sign as having witnessed the inspection, test or trial on the inspection record. The Contractor must forward originals of completed inspection records, together with completed test(s) and/or trials sheets to the Inspection Authority as they are completed.
- (c) Unsatisfactory inspection/test/trial results, for which corrective action cannot be completed during the normal course of the inspection/test/trial, will require the Contractor to establish and record the cause of the unsatisfactory condition to the satisfaction of the Inspection Authority. Canada representatives may assist in identification where appropriate.
- (d) Corrective action to remove cause of unsatisfactory inspections must be submitted to the Contracting Authority and to the Inspection Authority in writing by the Contractor, for approval before affecting such repairs and rescheduling of the unsatisfactory inspection/test/trial. Such notices must be included in the final records passed to the Contracting Authority and to the Inspection Authority.
- (e) The Contractor must undertake rectification of defects and deficiencies in the Contractor's installation or repair as soon as practicable. The Contractor is responsible to schedule such repairs at its own risk.
- (f) The Contractor must reschedule unsatisfactory inspections after any required repairs have been completed.

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

3. Inspection and Trials Process

3.1 Inspection

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

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

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

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

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

3.2 Inspection Non-conformance report

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

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

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

3.3 Tests, Trials, and Demonstrations

(a) To enable the Inspection Authority to certify that the Work has been performed satisfactorily, in accordance with the Contract and specifications, the Contractor must schedule, co-ordinate, perform, and record all specified tests, trials and demonstrations required by the Inspection Authority and the Specifications and any additional tests and trials performed by the Contractor required by the Inspection Authority.

(b) Where the specifications contain a specific performance requirement for any component, equipment, sub-system or system, the Contractor must test such component, equipment, sub-system or system to the satisfaction of the Inspection Authority, to prove that the specified performance has been achieved and that the component, equipment, sub-system or system performs as required by the specifications.

(c) Tests, trials and demonstrations must be conducted in accordance with a logical, systematic schedule which must ensure that all associated components and equipment are proven before sub-systems demonstration or testing, and that sub-systems are proven before system demonstration or testing.

(d) Where the Specifications do not contain specific performance requirements for any component, equipment, sub-system or system, the Contractor must demonstrate such component, equipment, sub-system or system to the satisfaction of the Inspection Authority.

(e) The Contractor must co-ordinate each test, trial and demonstration with all interested parties, including the Inspection, Contracting and Technical Authorities; regulatory authorities; Classification Society; Sub-contractors; etc. The Contractor must provide the Inspection Authority and other Government of Canada Authorities with a minimum of ten (10) working days notice of each scheduled test, trial, or demonstration.

(f) The Contractor must keep written records of all tests, trials, and demonstrations conducted required by the QA System.

(g) The Contractor must in all respects be responsible for the conduct of all tests and trials in accordance with the requirements of the Contract.

(h) The Contracting Authority and the Inspection/Technical Authority reserve the right to defer starting or continuing with any sea trials for any reasonable cause including but not limited to adverse weather, visibility, equipment failure or degradation, lack of qualified personnel and inadequate compliance with safety standards.