



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

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

1713 Bedford Row

Halifax, N.S./Halifax, (N.É.)

Halifax

Nova Scotia

B3J 1T3

Bid Fax: (902) 496-5016

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal To: Public Works and Government Services Canada

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

Proposition aux: Travaux Publics et Services Gouvernementaux Canada

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

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Atlantic Region Acquisitions/Région de l'Atlantique
Acquisitions

1713 Bedford Row

Halifax, N.S./Halifax, (N.É.)

Halifax

Nova Scot

B3J 1T3

Title - Sujet Electrofishing Boat	
Solicitation No. - N° de l'invitation F5299-190058/A	Date 2020-01-08
Client Reference No. - N° de référence du client F5299-19-0058	
GETS Reference No. - N° de référence de SEAG PW-\$HAL-218-10872	
File No. - N° de dossier HAL-9-83163 (218)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-02-18	Time Zone Fuseau horaire Atlantic Standard Time AST
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: Conrad, Darren	Buyer Id - Id de l'acheteur hal218
Telephone No. - N° de téléphone (902) 403-8584 ()	FAX No. - N° de FAX (902) 496-5016
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF FISHERIES AND OCEANS 1 CHALLENGER DR., PO BOX 1006 4TH FLOOR, POLARIS DARTMOUTH NOVA SCOTIA B2Y4A2 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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F5299-190058/A
Client Ref. No. - N° de réf. du client
F5299-19-0058

Amd. No. - N° de la modif.
File No. - N° du dossier
HAL-9-83163

Buyer ID - Id de l'acheteur
HAL218
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 Statement of Work, the Basis of Payment, the Insurance Requirements, the Warranty Defect Claims Procedures and Forms, the Bidder Questions and Answers, the Financial Bid Presentation Sheet, the Electronic Payment Instruments, the Integrity Provisions – Required Documentation, and any other annexes.

1.2 Summary

Public Services and Procurement Canada (PSPC) on behalf of Fisheries and Oceans Canada (DFO) has a requirement for the supply of ONE (1) 16.6' to 18' aluminum shallow draft electrofishing boat complete with motor and trailer as detailed in Annex A to be delivered to Dartmouth, Nova Scotia. This type of scientific boat is required to conduct a scientific survey to sample fish populations to determine abundance, density, and species composition.

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

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

1.3 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](#) (2018-05-22), 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

SACC Manual Clause B1000T (2014-06-26), Condition of Material
SACC Manual Clause 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.

Email address for ePost Connect service:

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

Bids/Offer will be not be accepted if emailed directly to this email address. This email is to initiate an ePost Connect conversation, as detailed in the Standard Instructions.

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

2.3 Enquiries - Bid Solicitation

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

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

2.4 Applicable Laws

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

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

2.5 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 10 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

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

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

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

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

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

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

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

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

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

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

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

3.2 Section I: Technical Bid

The entire contents of the Statement of Work at Annex "A", as revised in Annex "E", is mandatory. 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 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.

In addition to providing the documentation and information mentioned above, Bidders must provide the following documentation in articles 3.2.1, 3.2.2, 3.2.3 and 3.2.4.

3.2.1 Project Schedule

- 1. As part of its technical bid, the Bidder must propose its preliminary project schedule, in MS Project format or equivalent. The project schedule must include the Bidder's work breakdown structure, the scheduling of main activities and milestone events, and any potential problem areas involved in completing the Work.
- 2. The Bidder's schedule must also provide a target date for each of the following significant events as applicable:
 - a. hull materials delivered to Contractor and sustained construction commenced;
 - b. hull and deck completed, but not closed in to allow for full inspection of the structure and welding. The Contractor will be required to supply a hard copy of the material certs and construction drawings to the Technical/Inspection Authority one (1) week prior to inspection by the Technical/Inspection Authority;
 - c. outfitting/electrical 75% complete but all equipment and components delivered to the Contractor and available for full inspection. The Contractor will be required to supply a hard copy of the list of equipment and electrical supplies to the Technical/Inspection Authority one (1) week prior to inspection by the Technical/Inspection Authority;

- d. 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 twelve (12) month warranty period.

Note: Technical Manuals will not be returned once approved.

3.2.2 Preliminary Drawings

The following documents must be included with the Bid:

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

3.2.3 List of Proposed Subcontractors

If the bid includes the use of subcontractors, the Bidder agrees, upon request from the Contracting Authority, to provide a list of all subcontractors including a description of the things to be purchased, a description of the work to be performed and the location of the performance of that work. The list should not include the purchase of off-the-shelf items, software and such standard articles and materials as are ordinarily produced by manufacturers in the normal course of business, or the provision of such incidental services as might ordinarily be subcontracted in performing the Work

3.2.4 Tests and Trials Plan

The Contractor shall submit a Test & Trials Plan, with bid submission including a description of all of the acceptance trials to be performed. As a minimum, the following test and trials shall be conducted:

- a) Speed Trials
- b) Endurance Trials
- c) Astern Propulsion
- d) Steering Gear
- e) Lifting Gear Load Test

3.2.5 Availability of Parts

The Contractor's parts depots shall be capable of efficiently supplying spare parts for all components of the vessel within 24 hours. The Bidder must indicate the location of the supply depot and method of shipping to meet the 24-hour lead time for spare parts.

3.3 Section II: Management Bid

In their management bid, Bidders must describe their capability and experience and that of their project management team. The management 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.

In addition to providing the documentation and information mentioned above, Bidders must provide the following documentation in articles 3.3.1, 3.3.2, 3.3.3 and 3.3.4.

3.3.1 Vessel Construction Experience

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

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

3.3.2 Contractor Quality Management System

The bid must provide objective evidence that the Bidder has a Quality Assurance Program, which must be in place during the performance of the Work, and which addresses the quality control elements below. The objective evidence may be in the form of a copy of the Bidder's Quality Assurance Manual which addresses these elements. Proof of registration with a recognized quality assurance organization whose system addresses the minimum requirements below, may be submitted for consideration.

The quality control elements must include, as a minimum:

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

3.3.3 Marine Drafting and Engineering Capability

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

a) In-house capabilities for marine drafting and engineering; or

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

3.4 Section III: Financial Bid

Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet in Annex "F".

3.4.1 Electronic Payment of Invoices – Bid

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

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

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

3.4.2 Exchange Rate Fluctuation

C3011T (2013-11-16), Exchange Rate Fluctuation

3.5 Section IV: Certifications

Bidders must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1. Mandatory Technical Criteria

In order to be compliant, a Bidder's proposal must, to the satisfaction of Canada, meet all requirements of the Annex A - TSOR and provide all information as requested in PART 3 - BID PREPARATION INSTRUCTIONS, 3.2 Section I, Technical Bid.

4.1.2 Management Evaluation

4.1.2.1 Mandatory Management Criteria

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

4.1.3 Financial Evaluation

4.1.3.1 Mandatory Financial Criteria

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

4.2 Basis of Selection

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

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Welding Certification

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

5.2.3.2 Workers Compensation Certification- Letter of Good Standing

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

The Bidder must provide, within 2 days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

5.2.3.3 Valid Labour Agreement

Where the Bidder has a labour agreement, or other suitable instrument, in place with its unionized labour, it must be valid for the proposed period of any resulting contract. Documentary evidence of the agreement or suitable instrument must be provided within 2 days following a request from the Contracting Authority.

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

There is no security requirement applicable to this contract.

6.2 Financial Capability

SACC *Manual* clause [A9033T](#) (2012-07-16), Financial Capability

6.3 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 Annex "C".

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

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 Statement of Work

The Work to be performed is detailed in Annex "A" Statement of Work.

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>) issued by Public Works and Government Services Canada.

7.2.1 General Conditions

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

7.2.2 Supplemental General Conditions

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

7.2.2.1 Conduct of Work

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

7.2.2.2 Warranty

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

"The warranty periods for the vessel, from the date of its delivery to and acceptance by Canada, are:
a) Twelve (12) months for the boat propelling machinery and auxiliaries, fittings and equipment of all kinds (excluding Government Supplied Material).
b) Twenty four (24) months for the vessel hull and welding."

7.3 Security Requirements

There is no security requirement applicable to the Contract.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from date of Contract to July 1, 2021 inclusive.

7.4.2 Delivery Date

All the deliverables must be received on or before June 17, 2020.

7.4.3 Shipping Instructions

Incoterms 2000 "DDP Delivered Duty Paid" Halifax, NS.

7.4.4 Delivery Point

Delivery of the requirement will be made to:

Fisheries and Oceans Canada (DFO)
1 Challenger Drive
Dartmouth, Nova Scotia
B2Y 4A2

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Darren Conrad
Supply Specialist

Public Services and Procurement Canada
Atlantic Region - Acquisitions Directorate
1713 Bedford Row
Halifax, Nova Scotia
B3J 3C9

Telephone: 902-403-8584
Facsimile: 902-496-5016
E-mail address: Darren.Conrad@pwgsc-tpsgc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform

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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:

<< Named upon contract award >>

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

7.5.3 Contractor's Representative

<< Contractor to complete >>

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: ____-____-____
Facsimile: ____-____-____
E-mail: _____.

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". Customs duties are included and Applicable Taxes are extra.

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

7.6.2 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. After successful completion of all trials and upon Acceptance of the Rigid Hull Inflatable Boats by Canada, all oils, lubricants and fuels shall be returned to full condition levels at the Contractor's cost.

7.6.3 Milestone Payments – Not Subject to holdback

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.

7.6.4 Schedule of Milestones

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

Milestone No	Description and Deliverable(s)	Firm Payment Amount
1	Materials delivered to the Contractor and sustained construction commenced	50% of the FIRM PRICE
2	Boat, trailer and, technical documentation and manuals delivered and accepted by Canada	45% of the FIRM PRICE
3	End of the 12 month warranty period	5% of the FIRM PRICE

7.6.5 Outstanding Work

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.

7.6.6 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. copies of material invoices as requested by the Contracting Authority;
 - e. quality assurance documentation 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 Technical Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.
4. The Technical 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.

7.6.7 Electronic Payment of Invoices – Contract

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI).

7.6.8 SACC Manual Clauses

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

7.7 Certifications and Additional Information

7.7.1 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.

7.7.2 Welding Certification

2. The Contractor must ensure that welding is performed by a welder certified by the Canadian Welding Bureau(CWB) for the following Canadian Standards Association(CSA) standard(s):
 - a. CSA W47.1 (current version), Certification of Companies for Fusion Welding of Steel (Minimum Division Level 2.1).
 - b. CSA W47.2 (current version), Certification of Companies for Fusion Welding of Aluminum (Minimum Division Level 2.0).
3. In addition, welding must be done in accordance with the requirements of the applicable drawings and specifications.
4. Before the commencement of any fabrication work, and upon request from the Technical Authority, the Contractor must provide approved welding procedures and/or a list of welding personnel they intend to use in the performance of the Work. The list must identify the CWB

welding procedure qualifications attained by each of the personnel listed and must be accompanied by a copy of each person's current CWB certification to CSA welding standards.

7.7.3 Project Schedule

1. The Contractor must provide a detailed project schedule in Gantt chart format to the Contracting Authority and the Technical Authority 5 calendar days after award of Contract. This schedule must highlight the specific dates for the events listed below.
2. The Contractor's schedule must include target dates for each of the following significant events:
 - 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 delivered to Canada for approval.

Note: Technical Manuals will not be returned once approved.

An updated schedule must be provided to the Technical Authority and Contracting Authority 2 days before each progress meeting.

7.8 Meetings

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

7.9 Progress Report

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.

The report must be in narrative format, brief, yet sufficiently detailed to enable the Technical Authority to evaluate the progress of the Work, containing at a minimum:

- a) 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.
- b) an explanation of any variation from the schedule.

7.10 Procedures for Design Change/Deviations

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

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

7.11 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, Vessel Acceptance. In addition to any amount held under the Warranty Holdback Clause, a holdback of twice the estimated value of outstanding work will be held until that work is completed.

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

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

7.12 Applicable Laws

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

7.13 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, Statement of Requirement;
- (e) Annex E, Bidder Questions and Canada Responses;
- (f) Annex B, Basis of Payment;
- (g) Annex C, Insurance Requirements;
- (h) the Contractor's bid dated _____, as clarified on _____.

7.14 SACC Manual Clauses

SACC Manual clause A0285C (2007-05-25), Workers Compensation
SACC Manual clause A1009C (2008-05-12), Work Site Access
SACC Manual clause A9006C (2012-07-16), Defence Contract
SACC Manual clause B1501C (2018-06-21), Electrical Equipment
SACC Manual clause D0018C (2007-11-30), Delivery and Unloading
SACC Manual clause D2000C (2007-11-30), Marking

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SACC Manual clause D2001C (2007-11-30), Labelling
SACC Manual clause D9002C (2007-11-30), Incomplete Assemblies

7.15 Condition of Material

The Contractor must provide material that is new production of current manufacture supplied by the principal manufacturer or its accredited agent. The material must conform to the latest issue of the applicable drawing, specification and part number, as applicable, that was in effect on the bid closing date.

ANNEX A

STATEMENT OF REQUIREMENT

Fisheries and Oceans Canada requires the supply of ONE (1) 16.6' to 18' aluminum shallow draft electrofishing boat complete with motor and trailer as detailed in Annex A to be delivered to Dartmouth, Nova Scotia. This type of scientific boat is required to conduct a scientific survey to sample fish populations to determine abundance, density, and species composition.

The craft will be used for in-shore operations in sheltered waters, will be shore-based and must be launched and recovered by a trailer.

2. Deliverables - MANDATORY Technical Specifications

To complete the electrofisher boat and trailer system **must** meet or exceed each of the following specifications outlined below:

ITEM	DESCRIPTION
1	Electro-fisher
1.1.	Input Voltage 240V AC 60Hz
1.2	Output Range AC 0-7200 watts
1.3	Output Range DC 0-12000 watts
1.4	Output Voltage AC 0-240V, 30A
1.5	Output Voltage DC 0-1100V
1.6	Pulse Rate adjustable in AC and DC
1.7	Electrofisher unit integrated into boat with controls in console with digital lighted display
1.8	Three foot activated safety controls for e-fish unit. Two at bow one at console for operator. Should be able to change boat operation to be active only when 1 (operator) or 2 or 3 switches activated.
	General Electrical
1.9	The electrical system design, component selection and installation must be in accordance with Canadian Standards Association C22.2 NO. 183.2-M1983 (R1999) "Standards for D.C. Electrical Installations on Boats", and TP1332 and/or ABYC 'E' as referenced by TP1332. All electrical equipment and hardware must be installed in accordance with the manufacturer's specifications.
1.10	A Twelve (12) volt DC distribution system must be provided to power the engine starting and boat service loads including: 1.8.1 Navigation, interior, and exterior lighting 1.8.2 Electrical equipment 1.8.3 Instrumentation 1.8.4 LED banks of fishing lights front and sides of fishing platform

1.11	All fitted electrical equipment must be capable of operating simultaneously with any other fitted electronics equipment without causing interference to any electronic equipment
1.12	Cables for all electrical distribution must be ample in size for the particular service, of marine grade tinned boat cable. Cables must be grouped into wiring harnesses wherever possible. All wiring harnesses must be routed below deck. All electrical equipment must be readily accessible for performing maintenance. 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.
1.13	Work Lighting: Lighting shall be provided for the work deck. Specialized lighting for nighttime work to include LED banks at the fore to the sides of work platform. Live well should include red coloured nighttime lighting.
1.14	Navigation Lighting: 1.12.1 Navigation lights must be permanently fitted and must be waterproof. 1.12.2 The fixtures must be of such a design as to resist the effects of vibration and moisture. 1.12.3 The navigation lights must be mounted so as not to interfere with vision of the operator. 1.12.4 Non-white lighting must be wired together on a separate breaker of the 12-volt DC electrical system. 1.12.5 Mast light should be removable or collapsible
2	Boat
2.1	16.6' to 18' aluminum shallow draft electrofishing boat. Flat or near flat bottom, beam at least 84".
2.2	Draft shall be not more than 20cm to allow for work in shallow rocky lakes
2.3	Spray must be directed away from personnel.
2.4	Capable of operating day or night in temperatures from 5°C to +30°C
2.5	Must include booms with removable/collapsible anode arrays. Booms should securely fasten to boat, or be removable for storage onboard. Onboard storage should be available for arrays.
2.6	Must have a platform with (approx.) 1m rail for two netters.
2.7	Must have a console control centre (i.e., not tiller style),
2.8	Console to include at least: Steering control. Backlit gauges for: Battery charge life, speedometer, e-fisher controls, bilge controls (on/off/auto). Single lever throttle, F/R.
2.9	All weather cover for console and e-fisher.
2.10	Must have a large (200L minimum) live well with fill pump(s) and drain. Should include a centre removable divider, aeration and lighting
2.11	Seating should be provided for operator at console, of if a standing console a padded back lean or stool seat style.
2.12	Non-skid decking and walkways

2.13	Stowage should be provided in areas under seat, under work platform, below gunwales and anywhere practicable to maximize storage capacity.
2.14	The vessel must be designed, constructed, inspected, and certified to meet the requirements of the following standards, regulations and codes: DOT approved for at least 3 persons (270kg), equipment and supplies (500kg). Transport Canada Marine Safety Regulation TP 1332 (2004) Construction Standards for Small Vessels. This standard references ISO and ABYC standards covering structure, fuel, electrical, stability and drainage requirements. CSA C22.2 No. 183.2-M1983 (R1999) Standards for DC Electrical Installations on Boats and ABYC 'E' Electrical Standards. CWB CSA\ACNOR W47.2; Division 2.1 certification for Aluminum Welding-- latest revision."
3	Motor
3.1	Electric outboard (e.g., torqueedo 10) with Lithium-Ion batteries capable of being charged by onboard generator. All controls routed to centre console, console gauge with battery charge status.
3.2	Honda (or equivalent) inverter style generator 7000W minimum
4	Trailer
4.1	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 15%reserve. Trailer must be road worthy and "street-legal" in the province of Nova Scotia.
4.2	Trailer must be single or tandem axle (as appropriate) with appropriately sized radial tires and wheels, c/w equivalent spare on mounting bracket.
4.2	Must be fitted with a two (2) inch diameter ball coupler
4.3	Must be fitted with 2 galvanized safety chains, c/w shackles
4.4	Must be fitted with a submersible lighting system to Transport Canada Standards
4.6	Must be fitted with a 1500 pound capacity high lift swivel jack, c/w wheel.
4.7	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.
4.8	Must be fitted with two aluminium step fenders
4.9	Must be fitted with a heavy duty winch platform and base
4.10	Must be fitted with a hand operated two speed 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.
5	Integrated Logistic Support
5.1	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.
5.2	Spare Parts - Contractor's parts depots must be capable of efficiently supplying spare parts for all components
5.3	Training available in person, online or digital

6	Documentation - Manuals
6.1	The supplier must provide one (1) complete hard set and one (1) soft copy of technical publications which will provide a physical and functional description of the craft, its machinery and equipment, as well as testing outcomes and performance documentation. The technical publications must include: General Information book, Technical Manuals, and a Preventive Maintenance List.
6.2	The technical manuals must consist of a complete set of detailed owner / operators manuals, drawings, parts lists and supplemental data for all components of the craft (whether acquired from external sources or custom manufactured), including: Hull, Generator, Engine, Systems (steering, fuel, electrical, etc.), Electronics and electronic systems, Fittings, accessories and ancillary equipment
6.3	The Technical Manuals must also include a list of recommended initial on-board spare parts to be stocked for the craft. At a minimum this list must include the following items (as applicable):
	Propulsion: Propeller, filters, water pump impeller, starting battery, belts, throttle and shift cables, any special engine tools.
	Electronic equipment: Fuses, breakers, footswitches, cabling, etc...
	Electrical: fuses, light bulbs, flood lights
	Boat Structures and Fittings: Miscellaneous commonly used fasteners.

3. Delivery Address

Fisheries and Oceans Canada
1 Challenger Drive
Dartmouth, Nova Scotia
B2Y 4A2

4. Delivery and On-Site Acceptance at the Project Authority Site

Upon delivery, Fisheries and Oceans Canada will conduct the final acceptance inspection. The supplier must repair any damage to the boat or ancillary equipment resulting from shipping, to the satisfaction of Fisheries and Oceans Canada team. The overall system must be delivered to Parks Canada where it will undergo a full acceptance test carried out by the Fisheries and Oceans Canada team. At a minimum these tests will include:

Electric outboard performance, Li-ion battery charge life and charging;
Boat performance including speed, endurance under normal load (1 hour), all lighting systems, maneuverability, Stopping and backing function. 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.
Electrofisher will be tested over full range. Generator function will be assessed during normal boat operation and electrofisher operation.

Acceptance of the systems will only occur once all above specifications have been met and a thorough inspection reveals no flaws, cracks, failures of any kind. The warranty period will commence upon final acceptance by Fisheries and Oceans Canada.

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The supplier will be responsible for all direct and indirect cost of labour, tools, equipment rental, materials and supplies required and associated to the delivery, package, transport, and installation of all the deliverables.

Final Inspection:

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

ANNEX B

BASIS OF PAYMENT

Remark to Bidder: Annex B will form the Basis of Payment for the resulting contract and should not be filled in at the bid submission stage.

The bidder MUST provide a firm lot price in Canadian dollars, the Goods and Services Tax or Harmonized Sales Tax excluded, FOB Destination, transportation included, Canadian customs duties and excise taxes included.

Delivery is Delivery Duty Paid (DDP) Incoterms 2000.

The contractor is responsible for all delivery charges, administration costs and risks of transport and customs clearance, including the payment of customs duties and taxes to the destination.

A bid **must** meet or exceed the requirements of the bid solicitation outlined in Annex A – Statement of Requirement to be declared responsive.

The responsive bid with the lowest evaluated price will be recommended for award of contract.

Description:

For the supply and delivery of: **Electrofisher boat / Motor / Trailer**

To: Fisheries and Oceans Canada
1 Challenger Drive
Dartmouth, Nova Scotia
B2Y 4A2

As specified in Annex A - Requirement,

Total Firm Lot Price: \$_____ (GST/HST excluded)

Make/Model Offered:

Boat: _____

Motor: _____

Trailer: _____

ANNEX C

INSURANCE REQUIREMENTS

Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - n. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
 - o. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

- p. 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.

Marine liability insurance

1. The Contractor must obtain protection and indemnity insurance that must include excess collision liability and pollution liability. The insurance must be placed with a member of the International Group of Protection and Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the [Marine Liability Act](#), S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by Worker's Compensation as detailed in paragraph (2.) below.
2. The Contractor must obtain worker's compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the territory or province or state of nationality, domicile, employment, having jurisdiction over such employees. If the Contractor is subject to an additional contravention, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.
3. The protection and indemnity insurance policy must include the following:
 - a. Additional insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as

additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.

- b. Waiver of subrogation rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Transport Canada and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
- c. Notice of cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
- d. Cross liability and separation of insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- e. Litigation rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), R.S.C. 1985, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

ANNEX D

WARRANTY DEFECT CLAIM PROCEDURES AND FORMS

Warranty Procedures

1. Scope

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

2. Definition

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

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

4. Reporting Failures with Warranty Potential

a. The initial purpose of a report of a failure is to facilitate the decision as to whether or not to involve warranty and to generate action to effect repairs. Therefore in addition to identification, location data, etc. the report must contain details of the defect. Warranty decisions as a general rule are to be made locally and the administrative process is to be in accordance with procedures as indicated.

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

5. Procedures

a. Immediately it becomes known to the Ship's Staff that an equipment/system is performing below accepted standards or has become defective, the procedures for the investigation and reporting are as follows:

i. The vessel advises the Technical Authority when a defect, which is considered to be directly associated the refit work, has occurred.

ii. On review of the Specification and the Acceptance Document, the Technical Authority in consort with Ship's Staff is to complete the Tombstone Data and section 1 of the Warranty Claim Form attached and forward the original to the Contractor for review with a copy to the PWGSC Contracting Authority. If the PWGSC Contracting or Inspection Authority is unable to support warranty action, the Defect Claim Form will be returned to the originator with a brief justification. (It is to be noted that in the latter instance PWGSC will inform the Contractor of its decision and no further action will be required of the Contractor.

Warranty defect claims may be forwarded in hard copy, by fax or by e-mail whichever format is the most convenient.

iii. Assuming the Contractor accepts full responsibility for repair, the Contractor completes Section 2 and 3 of the Warranty Claim Form, returns it to the Inspection Authority who confirms corrective action has been completed, and who then distributes the form to the Technical Authority and the PWGSC Contracting Authority.

b. In the event that the Contractor disputes the claim as a warranty defect, or agrees to share, the contractor is to complete Part 2 of the Warranty Claim Form with the appropriate information and forward it to the Contracting Authority who will distribute copies as necessary.

c. When a warranty defect claim is disputed by the Contractor, the Technical Authority may arrange to correct the defect by in-house resources or by contracting the work out. All associated costs must be tracked and recorded as a possible charge against the contractor by PWGSC action. Material costs and man-hours expended in correcting the defect are to be recorded and entered in Section 5 of the warranty defect claim by the Technical Authority who will forward the warranty defect claim to the PWGSC Contracting Authority for action. Defective parts of equipment are to be retained pending settlement of claim.

d. Defective equipment associated with potential warranty should not normally be dismantled until the contractor's representative has had the opportunity to observe the defect. The necessary work is to be undertaken through normal repair methods and costs must be segregated as a possible charge against a contractor by PWGSC action.

6. Liability

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

i. The contractor accepts full responsibility for costs to repair or overhaul under the warranty provisions of the contract;

ii. The Technical Authority accepts full responsibility for repair and overhaul of item concerned;
or

iii. The Contractor and the Technical Authority agree to share responsibility for the costs to repair or overhaul the unserviceable item, in such cases the PWGSC Contracting Authority will negotiate the best possible sharing arrangement.

b. In the event of a disagreement as in paragraph 5c, PWGSC will take necessary action with the contractor while the Technical Authority informs its Senior Management including pertinent data and recommendations.

c. The total cost of processing warranty claims must include accommodation and travel costs of the contractor's employees as well as equipment/system down time and operational constraints. Accordingly, the cost to remediate the defect, in man-hours and material, will be discussed between the Contracting/Inspection Authorities and the Technical Authority to determine the best course of action.

7. Alongside Period For Warranty Repairs and Checks

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

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HAL218
CCC No./N° CCC - FMS No./N° VME

Solicitation No. - N° de l'invitation
F5299-190058/A
Client Ref. No. - N° de réf. du client
F5299-19-0058

Amd. No. - N° de la modif.
File No. - N° du dossier
HAL-9-83163

Buyer ID - Id de l'acheteur
HAL218
CCC No./N° CCC - FMS No./N° VME

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

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

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

Date of Corrective Action - Date de modalité de
reprise

Client Name and Signature - Nom et signature de client

Date

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

Signature – Signature

Date

5. Additional Information – Renseignements supplémentaires



PWGSC-TPSGC

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ANNEX E

BIDDER QUESTIONS AND ANSWERS

Updated during the bid solicitation period

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ANNEX F to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

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

- ☐ VISA Acquisition Card;
- ☐ MasterCard Acquisition Card;
- ☐ Direct Deposit (Domestic and International);
- ☐ Electronic Data Interchange (EDI);

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ANNEX G

INTEGRITY PROVISIONS – REQUIRED DOCUMENTATION

In accordance with Part 5, Article 5.2.1 – Integrity Provision – List of Names, please complete the Form below.

Complete Legal Name of Company	
Company's address	
Company's Procurement Business Number (PBN)	
Solicitation number	
F5299-190058/A	
Board of Directors (Use Format – first name last name) Or put the list as an attachment	
1. Director	
2. Director	
3. Director	
4. Director	
5. Director	
6. Director	
7. Director	
8. Director	
9. Director	
10. Director	
Other members	
Comments	