



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

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

Pacific Region  
401 - 1230 Government Street  
Victoria, B.C.  
V8W 3X4  
Bid Fax: (250) 363-3344

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

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

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

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

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

**Comments - Commentaires**

|   |   |
|---|---|
| <b>Title - Sujet</b><br>NGCC Grenfell - Bossoir   |   |
| <b>Solicitation No. - N° de l'invitation</b><br>F1782-20C100/A  | <b>Date</b><br>2020-01-30   |
| <b>Client Reference No. - N° de référence du client</b><br>F1782-20C100   |   |
| <b>GETS Reference No. - N° de référence de SEAG</b><br>PW-\$XLV-242-7923  |   |
| <b>File No. - N° de dossier</b><br>XLV-9-42199 (242)  | <b>CCC No./N° CCC - FMS No./N° VME</b>                                    |
| <b>Solicitation Closes - L'invitation prend fin</b><br><b>at - à 02:00 PM</b><br><b>on - le 2020-03-11</b>  | <b>Time Zone</b><br><b>Fuseau horaire</b><br>Pacific Standard Time<br>PST |
| <b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes<br><b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/> |   |
| <b>Address Enquiries to: - Adresser toutes questions à:</b><br>Szczesniak, Michal   | <b>Buyer Id - Id de l'acheteur</b><br>xlv242                              |
| <b>Telephone No. - N° de téléphone</b><br>(250) 507-0647 ( )  | <b>FAX No. - N° de FAX</b><br>( ) -                                       |
| <b>Destination - of Goods, Services, and Construction:</b><br><b>Destination - des biens, services et construction:</b><br>Fisheries and Oceans Canada<br>See herein  |   |

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

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

**Issuing Office - Bureau de distribution**

Public Works and Government Services Canada - Pacific  
Region  
401 - 1230 Government Street  
Victoria, B. C.  
V8W 3X4

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

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#### **PART 1 - GENERAL INFORMATION**

##### **1.1 Introduction**

The bid solicitation is divided into seven parts plus schedules 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 Schedule includes the Basis of Payment.

The Annexes include the Technical Statement of Requirements, Technical Bid Evaluation Plan, and various forms.

##### **1.2 Summary**

The Canadian Coast Guard requires a davit and release hook for the launch and recovery of a Zodiac 753, and an option for up to two supplemental sets.

The Canadian Coast Guard also requires a separate davit and second release hook for the launch and recovery of a Zodiac 472, and an option for up to two supplemental sets.

This bid solicitation defines the requirements.

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.

Public Works and Government Services Canada (also known as Public Services and Procurement Canada) is leading this procurement on behalf of the Canadian Coast Guard. Enquiries regarding this bid solicitation must be directed only to the Contracting Authority identified in the bid solicitation.

### **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>) 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 so Bidders should review and understand them before bidding.

Subsection 05.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Remove: "60 days"; and

Insert: "75 days".

### **2.2 Submission of Bids**

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

***Address:***

Bid Receiving Public Works and Government Services Canada  
Pacific Region  
401-1230 Government Street  
Victoria, BC V8V 3X4 Canada

***epost Connect email:***

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

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

***Bid Facsimile number:***

250-363-3344

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

All enquiries must be submitted in writing to the Contracting Authority by March 2, 2020. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked

"proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

## **2.4 Applicable Laws**

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

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

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

#### **3.1.1 Bid Structure**

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

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

Section I: Technical Bid

Section II: Financial Bid

Section III: Certifications

- (b) 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 paper copies)

Section II: Financial Bid (1 paper copy)

Section III: Certifications (1 paper copy)

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

- (c) 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.
- (d) Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

#### **3.1.2 Bid Format**

Canada requests that Bidders follow the format instructions described below in the preparation 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 (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>).

To assist Canada in reaching its objectives, Bidders should:

1. use 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.

Canada will evaluate only the documentation provided with a bidder's bid. Canada will not evaluate technical manuals or brochures that are not submitted with the bid, or any information provided by reference (e.g. Web sites).

### **3.1.3 No Conditional Bids**

The Bidder's bid must not be made conditionally. Any condition imposed by the Bidder will render the bid non-responsive and the bid will be given no further consideration.

### **3.1.4 Section I: Technical Bid**

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

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient.

In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings.

To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

#### **3.1.4.1 Substantial Information**

Bidders must demonstrate their compliance with the bid solicitation by providing substantial information describing completely and in detail how each of the mandatory criteria identified in Annex 1 to Part 4 of the Bid Solicitation (Technical Bid Evaluation Plan) is met.

### **3.1.5 Section II: Financial Bid**

#### **3.1.5.1 Pricing Submission**

Bidders must submit their financial bid in accordance with Schedule A. The Bid must address each of the cost elements in Schedule A. The Bid must be submitted in Canadian currency.

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

If the Bidder is willing to accept payment of invoices by Electronic Payment Instruments, the Bidder should complete Annex 1 to Part 3 of the Bid Solicitation, to identify which ones are accepted.

If Annex 1 to Part 3 of the Bid Solicitation is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

#### **3.1.5.3 Exchange Rate Fluctuation**

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

### **3.1.5.4 Best Delivery Date - Bid**

While delivery of the Required Goods and Services is requested by July 1, 2020, the Bidder must identify the best delivery that could be offered in Schedule A (Basis of Payment) for both the Required Goods and Services and Optional Goods and Services.

### **3.1.6 Section III: Certifications**

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

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

### **4.1 Evaluation Procedures**

- a. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- b. An evaluation team composed of representatives of Canada will evaluate the bids.
- c. Canada may retain any independent consultant or use any resources to evaluate any bid or portion thereof. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- d. Where Canada has made a determination that a bid has failed any individual mandatory element of the Solicitation, Canada reserves the right to not proceed further in the evaluation of the bid and may deem the bid non-responsive.

### **4.2 Financial Evaluation**

1. The price of the bid will be evaluated in Canadian Dollars, Applicable Taxes excluded, and customs duties included.
2. The following "Evaluated Price" equation will be used to determine the evaluated price of the Bid based on the prices inserted by the Bidder in its bid Schedule A (Basis of Payment):

Using the Items listed in Schedule A,

Evaluated Price

$$\begin{aligned} &= \text{Firm Unit Price of Item 1} \\ &+ \text{Firm Unit Price of Item 2} \\ &+ \text{Firm Unit Price of Item 3} \\ &+ \text{Firm Unit Price of Item 4} \\ &+ (2.00 \times \text{Firm Unit Price of Item 101}) \\ &+ (0.25 \times \text{Firm Unit Price of Item 102}) \\ &+ (0.10 \times \text{Firm Unit Price of Item 103}) \\ &+ (2.00 \times \text{Firm Unit Price of Item 104}) \\ &+ (0.25 \times \text{Firm Unit Price of Item 105}) \\ &+ (0.10 \times \text{Firm Unit Price of Item 106}) \\ &+ (0.20 \times \text{Firm Unit Price of Item 107}) \\ &+ (0.10 \times \text{Firm Unit Price of Item 108}) \end{aligned}$$

3. The factors used in the "Evaluated Price" equation are for bid evaluation purposes only. There is no guarantee that the factors used for Items 101 to 108 in the "Evaluated Price" equation will equate to the actual quantities procured.

### **4.3 Basis of Selection - Mandatory Technical Criteria**

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

## **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 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>), 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 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.

## **PART 6 - RESULTING CONTRACT CLAUSES**

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

### **6.1 Requirement**

#### **6.1.1 Requirement**

The Contractor must provide the goods, services or both described in the Contract, including all the Annexes, Schedules, and any other identified documents, to Canada in accordance with, and at the prices and/or rates stated in the Contract.

#### **6.1.2 Optional Goods and/or Services**

The Contractor grants to Canada the irrevocable options to acquire goods, services or both described in the Contract, including all the Annexes, Schedules, and any other identified documents, under the same conditions and at the prices and/or rates stated in the Contract.

The options may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment. The Contracting Authority may exercise the options on multiple occasions and at any time before the expiry of the Contract by sending a written notice to the Contractor.

### **6.2 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.

#### **6.2.1 General Conditions**

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

#### **6.2.2 Supplemental General Conditions**

The supplemental general conditions [4006](#) (2010-08-16) Contractor to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

### **6.3 Security Requirements**

There is no security requirement applicable to the Contract.

### **6.4 Term of Contract**

#### **6.4.1 Period of the Contract**

The period of the Contract is from Date of Contract to July 31, 2021 inclusive.

## 6.4.2 Delivery Dates

The Contractor must make complete delivery by the Delivery Dates identified in Schedule A.

## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Michal Szczesniak  
Public Works and Government Services Canada  
Acquisitions Program  
Pacific Region – Marine Acquisitions  
1230 Government Street, Suite 401, Victoria, BC V8W 3X4  
Telephone: 250.507.0647  
E-mail: [michal.szczesniak@pwgsc-tpsgc.gc.ca](mailto:michal.szczesniak@pwgsc-tpsgc.gc.ca)

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

### 6.5.2 Project Authority

The Project Authority for the Contract is:

*< to be announced upon contract award >*

The Project Authority is the representative of the Canadian Coast Guard and is responsible for the comprehensive delivery of the Project. The Project Authority oversees all project matters, including both technical and the ongoing project management content of the work on behalf of the Canadian Coast Guard. Project matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 6.5.3 Contractor's Representative

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

## **6.6 Payment**

### **6.6.1 Basis of Payment - Firm Price**

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid firm prices as specified in Schedule A. Customs duties are included and Applicable Taxes are extra.

### **6.6.2 Limitation of Price**

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

### **6.6.3 Multiple Payments**

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

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

### **6.6.4 Electronic Payment of Invoices – Contract** *(as applicable)*

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

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

### **6.6.5 Taxes - Foreign-based Contractor** *(if applicable)*

Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations.

Canada will provide the Contractor evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor has to pay federal excise tax, Canada will reimburse the Contractor if the Contractor takes such steps as Canada may require to recover any payment made by the Contractor. The Contractor must refund to Canada any amount so recovered.

## 6.7 Invoicing Instructions

The Contractor must submit invoices in accordance with the section of the General Conditions titled Invoice Submission.

Electronic invoice must to be first sent for verification to:

*< to be announced upon contract award >*

Attention: *< to be announced upon contract award >*

Please note the file number in the subject line of the email.

Invoice is to be made out to: *< to be announced upon contract award >*

## 6.8 Certifications and Additional Information

### 6.8.1 Compliance

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

## 6.9 Applicable Laws

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

## 6.10 Priority of Documents

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

- a. the Articles of Agreement;
- b. Schedule A, Basis of Payment;
- c. the supplemental general conditions 4006 (2010-08-16), Contractor to Own Intellectual Property Rights in Foreground Information;
- d. the general conditions 2030 (2018-06-21), General Conditions - Higher Complexity - Goods;
- e. Annex A, Technical Statement of Requirements;
- f. the Contractor's bid dated \_\_\_\_\_.

## 6.11 Insurance – No Specific Requirement

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

## 6.12 Shipping Instructions

### 6.12.1 Delivery Instructions

1. Goods must be consigned to the destination specified in the Schedule A and delivered: Delivered Duty Paid (DDP) (specified destination) Incoterms 2010.
2. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties, import clearances, and Applicable Taxes.
3. The Contractor must deliver the goods by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the designated contact person at least 2 business days in advance of the delivery time. The consignee may refuse deliveries when prior arrangements have not been made.

### 6.12.2 Wood Packaging Materials

All wood packaging materials used in shipping must conform to the International Standards for Phytosanitary Measures No. 15: Regulation of Wood Packaging Material in International Trade (ISPM 15) (<https://www.ippc.int/en/core-activities/standards-setting/ispms/>).

Pertinent additional information on Canada's import and export programs is provided in the following Canadian Food Inspection Agency policy directives:

D-98-08 - Entry Requirements for Wood Packaging Materials Produced in All Areas Other Than the Continental United States (<http://www.inspection.gc.ca/plants/plant-protection/directives/forestry/d-98-08/eng/1323963831423/1323964135993>)

D-13-01 – Canadian Heat Treated Wood Products Certification Program (HT Program) (<http://www.inspection.gc.ca/plants/forestry/exports/ht-program/eng/1319462565070/1319462677967>).

### 6.12.3 Dangerous Goods / Hazardous Products - Labelling and Packaging Compliance

1. The Contractor must ensure proper labelling and packaging in the supply and shipping of dangerous goods/hazardous products to the Government of Canada.
2. The Contractor will be held liable for any damages caused by improper packaging, labelling or carriage of dangerous goods/hazardous products.
3. The Contractor must clearly mark all merchandise labels with the percentage of volume that is a hazardous item. Failure to do so will result in the Contractor being held responsible for damages caused in the movement of goods/products by government vehicles or government personnel.
4. The Contractor must adhere to all applicable laws regarding dangerous goods/hazardous products.

#### 6.12.4 Transportation of Dangerous Goods/Hazardous Products

The Contractor must obtain the authorization from the Department of Transport to transport dangerous goods/hazardous products before the carrier may accept a charter involving the transportation of dangerous goods/hazardous products.

#### 6.12.5 Shipment of Dangerous Goods/Hazardous Products

The Contractor must label and ship dangerous goods/hazardous products falling within the Transportation of Dangerous Goods Act, 1992, c.34 (<http://laws-lois.justice.gc.ca/eng/acts/t-19.01/>) and the Hazardous Products Act, R.S.C. 1985, c. H-3 (<http://laws-lois.justice.gc.ca/eng/acts/H-3/>) and their regulation(s) in accordance with the said Acts and regulation(s) accompanied by the required safety data sheet(s) completed in both English and French.

#### 6.12.6 Delivery of Dangerous Goods/Hazardous Products

1. The Contractor must mark dangerous goods/hazardous products which are classed as dangerous/hazardous as follows:
  - a. shipping container - in accordance with the Transportation of Dangerous Goods Act, 1992, c. 34 (<http://laws-lois.justice.gc.ca/eng/acts/T-19.01/>); and
  - b. immediate product container - in accordance with the Hazardous Products Act, R.S., 1985, c. H-3 (<http://laws-lois.justice.gc.ca/eng/acts/H-3/>).
2. The Contractor must provide bilingual Safety Data Sheets, indicating any applicable NATO Stock Number as follows:
  - a. two hard copies:
    - i. one copy to be enclosed with the shipment, and
    - ii. one copy to be mailed to:  
< to be provided at contract award >
  - b. one copy sent in any electronic format to the following address:  
< to be provided at contract award >.
3. The Contractor will be responsible for any damages caused by improper packaging, labelling or carriage of dangerous goods/hazardous products.
4. The Contractor must ensure they adhere to all levels of regulations regarding dangerous goods/hazardous products as set forth by federal, provincial and municipal laws and by-laws.
5. The Contractor must contact the Technical Authority at least 72 hours before shipping dangerous goods/hazardous products in order to schedule a receiving time.

## SCHEDULE A

### BASIS OF PAYMENT

*Instructions to Bidders:*

*The Bidder must complete the fill-ins and tables in Sections 3 and 4 of Schedule A as follows:*

- a. All prices must be in Canadian currency;*
- b. All prices must include customs duties;*
- c. All prices must not include Applicable Taxes;*
- d. The Bidder must provide firm prices for each item in:
  - i. Section 3 (Required Goods and Services); and*
  - ii. Section 4 (Optional Goods and/or Services);**
- e. The Bidder must propose dates in calendar days from the date of order - These proposed dates will be used as firm delivery dates for any resulting contract;*
- f. The Bidder is requested to insert "\$0.00" for any cost of the cost elements for which it does not intend to charge - If any cost element is left blank, Canada will insert "\$0.00" for that element; and*
- g. The Bidder must take into account any notes associated with a particular Item and/or cost element.*

*Note: These italicized Instructions to Bidders will not be included in any resulting contract.*

**1. General**

Prices include customs duties but Applicable Taxes are extra.

**2. Currency**

All prices are in Canadian currency.

**3. Required Goods and Services**

| Item | Short Item Description   | Quantity | Firm Unit Price | Delivery Date                          |
|------|--|----------|-----------------|--|
| 001  | Davit and release hook for the launch and recovery of a Zodiac 753 and accompanying equipment and documentation  | 1        |                 | Within ___ calendar days of the order. |
| 002  | Complete delivery of Item 001<br>Delivered Duty Paid (DDP)<br>CCG Marine Engineering,<br>9860 West Saanich Road,<br>Sidney, BC V8L 4B2 Canada<br>Incoterms 2010. | 1        |                 | Within ___ calendar days of the order. |
| 003  | Davit and release hook for the launch and recovery of a Zodiac 472 and accompanying equipment and documentation  | 1        |                 | Within ___ calendar days of the order. |
| 004  | Complete delivery of Item 003<br>Delivered Duty Paid (DDP)<br>CCG Marine Engineering,<br>9860 West Saanich Road,<br>Sidney, BC V8L 4B2 Canada<br>Incoterms 2010. | 1        |                 | Within ___ calendar days of the order. |

**4. Optional Goods and/or Services**

| Item | Short Item Description  | Maximum Quantity                    | Firm Unit Price | Delivery Date                          |
|------|---|-------------------------------------|-----------------|--|
| 101  | Davit and release hook for the launch and recovery of a Zodiac 753 and accompanying equipment and documentation   | 2                                   |                 | Within ___ calendar days of the order. |
| 102  | Complete delivery of a <u>Quantity of 1</u> of Item 101<br>Delivered Duty Paid (DDP)<br>CCG Marine Engineering,<br>9860 West Saanich Road,<br>Sidney, BC V8L 4B2 Canada<br>Incoterms 2010 | 2<br>separate<br>delivery<br>orders |                 | Within ___ calendar days of the order. |
| 103  | Complete delivery of a <u>Quantity of 2</u> of Item 101<br>Delivered Duty Paid (DDP)<br>CCG Marine Engineering,<br>9860 West Saanich Road,<br>Sidney, BC V8L 4B2 Canada<br>Incoterms 2010 | 1<br>delivery<br>order              |                 | Within ___ calendar days of the order. |
| 104  | Davit and release hook for the launch and recovery of a Zodiac 472 and accompanying equipment and documentation   | 2                                   |                 | Within ___ calendar days of the order. |
| 105  | Complete delivery of a <u>Quantity of 1</u> of Item 104<br>Delivered Duty Paid (DDP)<br>CCG Marine Engineering,<br>9860 West Saanich Road,<br>Sidney, BC V8L 4B2 Canada<br>Incoterms 2010 | 2<br>separate<br>delivery<br>orders |                 | Within ___ calendar days of the order. |
| 106  | Complete delivery of a <u>Quantity of 2</u> of Item 104<br>Delivered Duty Paid (DDP)<br>CCG Marine Engineering,<br>9860 West Saanich Road,<br>Sidney, BC V8L 4B2 Canada<br>Incoterms 2010 | 1<br>delivery<br>order              |                 | Within ___ calendar days of the order. |

| Item | Short Item Description   | Maximum Quantity                        | Firm Unit Price | Delivery Date                             |
|------|--|---|-----------------|---|
| 107  | Complete delivery of a<br><u>Quantity of 1</u> of Item 101 and<br><u>Quantity of 1</u> of Item 104<br>Delivered Duty Paid (DDP)<br>CCG Marine Engineering,<br>9860 West Saanich Road,<br>Sidney, BC V8L 4B2 Canada<br>Incoterms 2010 | 2<br>separate<br>delivery<br>activities |                 | Within ___ calendar days of<br>the order. |
| 108  | Complete delivery of a<br><u>Quantity of 2</u> of Item 101 and<br><u>Quantity of 2</u> of Item 104<br>Delivered Duty Paid (DDP)<br>CCG Marine Engineering,<br>9860 West Saanich Road,<br>Sidney, BC V8L 4B2 Canada<br>Incoterms 2010 | 1<br>delivery<br>activity               |                 | Within ___ calendar days of<br>the order. |

**5. Delivery Date Changes**

Delivery date is an essential part of this contract. Except for a claim of excusable delay pursuant to Article 11 (Excusable delay) of the General Conditions 2030, any changes to the delivery date(s) specified in the Contract will prejudice Canada and will, at Canada's discretion, result in any or all of the following:

- a. Contract Termination in accordance with Article 31 (Default by the Contractor), and the Contractor will be liable to Canada for all losses and damages suffered by Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Canada in procuring the Work from another source;
- b. Consideration for Contract Amendment: Delivery date(s) will not be extended without consideration being provided by the Contractor in the form of adjustment to the price, warranty, and/or goods and services provided; and
- c. The execution of any applicable actions outlined in vendor performance policies established by Canada.

## ANNEX A

### TECHNICAL STATEMENT OF REQUIREMENTS (TSOR)

#### **17.5 DAVITS FOR ZODIAC 753 AND 472**

##### **17.5.A Identification**

- A.1** Canada requires a davit and release hook for the launch and recovery of a Zodiac 753, and an option for up to two supplemental sets.
- A.2** Canada requires a separate davit and second release hook for the launch and recovery of a Zodiac 472, and an option for up to two supplemental sets.

##### **17.5.B References**

##### **B.1 Equipment Data**

###### **B.1.1 Mechanical:**

- a) Installation on the Sir Wilfred Grenfell to be provided by others.

###### **B.1.2 Electrical:**

- a) Connection to the Sir Wilfred Grenfell existing 440 Volt, three phase, Alternating Current electrical system to be provided by others.

###### **B.1.3 Zodiac 753 particulars and associated requirements specific to the davit for the Zodiac 753:**

- a) Length 8.05 m
- b) All up boat weight 4930 kg
- c) Minimum allowable davit safe working load 5000 kg
- d) Maximum allowable davit width (available deck breadth) of 4 m
- e) Maximum allowable davit length (available deck length) of 8.05 m
- f) Maximum allowable davit total system mass without the boat is 8000 kg
- g) Deck height above water line 6.4 m
- h) Minimum wire falls lowering: height of davit above deck, plus height above water line of deck (6.4 m), plus 4 m for sea state

- i) Minimum boat keel chocks to hook height 3.00 m
- B.1.4 Zodiac 472 particulars and associated requirements specific to the davit for the Zodiac 472:
- a) Length 4.7 m
  - b) All up boat weight 854 kg
  - c) Minimum allowable davit safe working load 1400 kg
  - d) Maximum allowable davit width (available deck breadth) of 3 m
  - e) Maximum allowable davit length (available deck length) of 4.7 m
  - f) Maximum allowable total davit system mass without the boat is 3000 kg
  - g) Deck height above water line 7.3 m
  - h) Minimum wire falls lowering: height of davit above deck, plus height above water line of deck (7.3m), plus 4 m for sea state
  - i) Minimum boat keel chocks to hook height 2.08 m

**B.2 Drawings**

B.2.1 The following drawings are to be considered as guidance drawings:

| Drawing Number | DRAWING TITLE                  | Number of Sheets |
|----------------|--------------------------------|------------------|
| N/A            | 753 Zodiac General Arrangement | 2                |
| N/A            | 472 Zodiac General Arrangement | 2                |

**B.3 Regulations and Standards**

B.3.1 The following Standards and Regulations apply to work carried out. The Contractor must ensure all work completed in this section meets these Standards and Regulations as well as any other pertinent Federal/Territorial Regulation or Standard:

- a) International Maritime Organization (IMO) International Convention for the Prevention of Pollution from Ships (MARPOL);
- b) IMO International Convention for the Safety of Life at Sea (SOLAS);
- c) IMO Life Saving Appliances (LSA) Code;

- d) International Standards Organization (ISO) ISO 9000;
- e) International Protection Marking IEC standard 60529;
- f) Canada Shipping Act (CSA) CSA 2001;
- g) CSA Life Saving Equipment Regulations;
- h) CSA TP127 Ships Electrical Standards;
- i) CSA TP14612 Procedures for Approval of Life Saving Appliances and Fire Safety Systems, Equipment and Products; and
- j) Rules and Regulations for the Classification of Ships of a Transport Canada Recognized Organizations (RO) such as:
  - i) American Bureau of Shipping;
  - ii) Bureau Veritas;
  - iii) ClassNK;
  - iv) DNV GL;
  - v) Korean Register;
  - vi) Lloyd's Register;
  - vii) RINA Services, SpA.

### **17.5.C Statement of Work**

- C.1** The Contractor must provide proof that the Original Equipment Manufacturer(s) (OEM) of the each davit and each release hook has valid certification under the most recent ISO 9000 standard.
- C.2** The Contractor must provide a technical data sheet and associated type approval certificate for each davit and release hook.
- C.3** The Contractor must deliver RO Approved and SOLAS Part V Chapter III compliant cradle style single point hoisting davits, each must meet the following requirements:
  - C.3.1** design meets application of workboat handling (daily use) requirements for the application of equipment listed above in 17.5.B.1.3 and 17.5.B.1.4 respectively;
  - C.3.2** design is currently in production;

- C.3.3 includes three positive letters of reference sent to the OEM and dated since January 1, 2015 from Officers of different vessels fitted with the davit;
- C.3.4 safe working load greater than the listed all up weight for the equipment (boat) loaded with crew and cargo;
- C.3.5 capable of launching with its full complement of personnel and equipment, at vessel trim under 10° and listing at 20°;
- C.3.6 prevents the boat from swinging caused by sea state and steadies it at the boat deck during launching and recovery;
- C.3.7 design provides boat chocks to hook height greater than the distance between the lifting bridle ring height above zodiac boat bottom;
- C.3.8 major components of the davit must be mounted inside the davit itself (a totally enclosed davit);
- C.3.9 all components including hydraulic power pack controls and stowed boat must be within the maximum allowable length, width, and mass listed above in the equipment data;
- C.3.10 440 VAC hydraulic power pack must be sufficient for each mode of operation;
- C.3.11 hydraulic accumulator must be sufficient for a single boat launch from stowed condition with provision for emergency gravity launch;
- C.3.12 all ropes must be galvanised non-rotting wire rope;
- C.3.13 on load release gear (hook) must be fitted;
- C.3.14 hydraulic powered hoisting and hydraulic powered lowering with a means of local slow hoisting control;
- C.3.15 hydraulic fittings must be corrosion resistant 316 Stainless Steel;
- C.3.16 manual hoisting (backup in the event of a hydraulic failure);
- C.3.17 recover at a high speed of approximately 48 meters per minute and proportional control of low speeds down to a low safe speed;
- C.3.18 operate in the following temperature range (at a minimum): -20 degrees Celsius to +50 degrees Celsius;
- C.3.19 certified in accordance with International Maritime Organization / Safety of Life at Sea (IMO/SOLAS) requirements;

- C.3.20 all electrical connections IEC standard 60529 IP66 compliant (IP67 and NEMA 6 also accepted);
  - C.3.21 remote control lowering, hoisting, and emergency stop;
  - C.3.22 all motors fitted with anti-condensation heater(s);
  - C.3.23 include rotational resistant cable wire falls;
  - C.3.24 deliverables must include a boat support that rigidly captures the boat on its keel when stowed;
  - C.3.25 must have structure blasted to a tooth profile of 2.5  $\mu\text{m}$  or greater; and
  - C.3.26 must have a minimum structural coating of a three coat paint system, 250  $\mu\text{m}$  total dry film thickness, for marine use with a Beige / Buff: CGSB 1GP12c color 504-107 top coat; and
  - C.3.27 Only for the Zodiac 753, the Contractor must provide active heave compensation mode (wave compensation) and shock absorption for World Meteorological Organization (WMO) sea state 5.
- C.4 The Contractor must supply a push button remote with lowering control, hoisting control, and mushroom type emergency stop.
- C.4.1 The remote must also include a means of slow hoisting control.
- C.5 The Contractor must supply an embarkation ladder.
- C.6 The Contractor must supply all instructions or markings that accompany life-saving appliances or that are printed directly on the appliances in both English and French (per the Canada Shipping Act). Markings must be highly visible, water and weather proof.
- C.7 Warranty
- C.7.1 For the purpose of the installations, the various components may need to be separated and subsequently reassembled. If separation and reassembly is required, this practice must not void the warranty.
  - C.7.2 The Contractor must indicate if warranty requires Field Service Representative installation and commissioning.

#### **17.5.D Proof of Performance**

##### **D.1 Inspection Points**

D.1.1 The Contractor must demonstrate to the Technical Authority that Factory Acceptance Testing procedures for the delivered units was carried out at the manufacturer's facility.

**D.2 Testing/Trials**

D.2.1 The Contractor must demonstrate to the Technical Authority that operation of the davit(s) and release gear with a load of 1.1 times the all up weight of the boat (see equipment above) was carried out at the manufacturer's facility.

D.2.2 The Contractor must indicate if any tests must be conducted upon installation in order to qualify the equipment warranty and must provide a plan for any such tests.

**D.3 Certification**

D.3.1 The Contractor must supply the following documentation before acceptance:

- a) RO (Class) Approval Certificate
- b) IMO/SOLAS Certificate
- c) Factory Acceptance Data
- d) Wire rope and tackle Certificate(s)
- e) Factory load test certificate for winches
- f) Factory load test certificate for davit steel work

**D.4 Documentation**

D.4.1 The Contractor must supply the following documentation:

- a) Davit specifications meeting the requirements, including hook to boat chock height;
- b) Davit type approval certificates;
- c) OEM ISO 9000 certification; and
- d) Three letters of reference for each davit.

D.4.2 All final documentation listed must be provided in both official languages (English and French), as follows: One electronic copy of each document in both PDF format and in the original source editable format, latest version of either Word or Excel or AutoCAD, via memory stick or FTP site (not email), in both official languages (English and French). Three paper copies of each document in English, printed on

acid free 24 pound paper, with two copies bound inside hard covers and the third copy loose bound inside 3-ring binders; and, One paper copy of each document in French, printed on acid free 24 pound paper, loose bound inside 3-ring binders. The Contractor must supply the following documentation within one month after Contract award:

- a) Scale fully dimensioned davit general arrangement drawing;
- b) Scale fully dimensioned hydraulic power pack general arrangement drawing;
- c) Mounting arrangement and dimensions (may be part of general arrangement);
- d) Deck reinforcement requirements (may be part of general arrangement);
- e) Davit mass and center of gravity dimensions (may be part of general arrangement);
- f) Electrical diagram;
- g) Hydraulic diagram;
- h) Factory acceptance testing procedures;
- i) Commission check list;
- j) Maintenance instructions;
- k) Operating instructions;
- l) Installation instructions/procedures;
- m) Load test procedure;
- n) List of lubricants;
- o) List of consumable spares;
- p) List of parts;
- q) List of life cycle spares;
- r) List of special tools; and
- s) Fault finding procedures.

**D.5 Training – Not Used**

**ANNEX 1 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);
- Wire Transfer (International Only).

**ANNEX 1 TO PART 4 OF THE BID SOLICITATION**

**TECHNICAL BID EVALUATION PLAN**

1. The technical portion of the Bid will be evaluated against the following mandatory technical evaluation criteria:

| <b>Item</b> | <b>Annex A Reference</b> | <b>Mandatory Technical Evaluation Criteria</b>   | <b>Bid Reference</b> |
|-------------|--------------------------|--|----------------------|
| 1           |                          | The Bid must demonstrate that the proposed davit and release hook for the Zodiac 753 meets the following requirements:               |                      |
|             | 17.5.B<br>B.1.3.a        | (a) Launches and recovers a Zodiac 753 with a length of 8.05 m   |                      |
|             | 17.5.B<br>B.1.3.b        | (b) All up boat weight 4930 kg   |                      |
|             | 17.5.B<br>B.1.3.c        | (c) Minimum allowable davit safe working load 5000 kg  |                      |
|             | 17.5.B<br>B.1.3.d        | (d) Maximum allowable davit width (available deck breadth) of 4 m  |                      |
|             | 17.5.B<br>B.1.3.e        | (e) Maximum allowable davit length (available deck length) of 8.05 m   |                      |
|             | 17.5.B<br>B.1.3.f        | (f) Maximum allowable davit total system mass without the boat is 8000 kg  |                      |
|             | 17.5.B<br>B.1.3.g        | (g) Deck height above water line 6.4 m   |                      |
|             | 17.5.B<br>B.1.3.h        | (h) Minimum wire falls lowering:<br>height of davit above deck, plus height above water line of deck (6.4 m), plus 4 m for sea state |                      |
|             | 17.5.B<br>B.1.3.i        | (i) Minimum boat keel chocks to hook height 3.00 m   |                      |

| Item | Annex A Reference | Mandatory Technical Evaluation Criteria   | Bid Reference |
|------|-------------------|---|---------------|
| 2    |                   | The Bid must demonstrate that the proposed davit and release hook for the Zodiac 472 meets the following requirements:                                      |               |
|      | 17.5.B<br>B.1.4.a | (a) Launches and recovers a Zodiac 472 with a length of 4.7 m   |               |
|      | 17.5.B<br>B.1.4.b | (b) All up boat weight 854 kg   |               |
|      | 17.5.B<br>B.1.4.c | (c) Minimum allowable davit safe working load 1400 kg   |               |
|      | 17.5.B<br>B.1.4.d | (d) Maximum allowable davit width (available deck breadth) of 3 m   |               |
|      | 17.5.B<br>B.1.4.e | (e) Maximum allowable davit length (available deck length) of 4.7 m   |               |
|      | 17.5.B<br>B.1.4.f | (f) Maximum allowable total davit system mass without the boat is 3000 kg   |               |
|      | 17.5.B<br>B.1.4.g | (g) Deck height above water line 7.3 m  |               |
|      | 17.5.B<br>B.1.4.h | (h) Minimum wire falls lowering:<br>height of davit above deck, plus height above water line of deck (7.3m), plus 4 m for sea state                         |               |
|      | 17.5.B<br>B.1.4.i | (i) Minimum boat keel chocks to hook height 2.08 m  |               |
| 3    | 17.5.C<br>C.3     | The Bid must demonstrate that the proposed davits are RO Approved and SOLAS Part V Chapter III compliant cradle style single point hoisting davits.         |               |
| 4    |                   | The Bid must demonstrate that each davit meets the following requirements:  |               |
|      | 17.5.C<br>C.3.1   | (a) Design meets application of workboat handling (daily use) requirements for the application of equipment listed in 17.5.B, B.1.3 and B.1.4 respectively. |               |
|      | 17.5.C<br>C.3.2   | (b) Design is currently in production   |               |

| Item          | Annex A Reference | Mandatory Technical Evaluation Criteria  | Bid Reference |
|---------------|-------------------|--|---------------|
| 4<br>(cont'd) | 17.5.C<br>C.3.4   | (c) Safe working load greater than the listed all up weight for the equipment (boat) loaded with crew and cargo  |               |
|               | 17.5.C<br>C.3.5   | (d) Capable of launching with its full complement of personnel and equipment, at vessel trim under 10° and listing at 20°  |               |
|               | 17.5.C<br>C.3.6   | (e) Prevents the boat from swinging caused by sea state and steadies it at the boat deck during launching and recovery   |               |
|               | 17.5.C<br>C.3.7   | (f) Design provides boat chocks to hook height greater than the distance between the lifting bridle ring height above zodiac boat bottom                                   |               |
|               | 17.5.C<br>C.3.8   | (g) Major components of the davit must be mounted inside the davit itself (a totally enclosed davit)   |               |
|               | 17.5.C<br>C.3.9   | (h) All components including hydraulic power pack controls and stowed boat must be within the maximum allowable length, width, and mass listed above in the equipment data |               |
|               | 17.5.C<br>C.3.10  | (i) 440 VAC hydraulic power pack must be sufficient for each mode of operation   |               |
|               | 17.5.C<br>C.3.11  | (j) Hydraulic accumulator must be sufficient for a single boat launch from stowed condition with provision for emergency gravity launch                                    |               |
|               | 17.5.C<br>C.3.12  | (k) All ropes must be galvanised non-rotting wire rope   |               |
|               | 17.5.C<br>C.3.13  | (l) On load release gear (hook) must be fitted   |               |
|               | 17.5.C<br>C.3.14  | (m) Hydraulic powered hoisting and hydraulic powered lowering with a means of local slow hoisting control  |               |
|               | 17.5.C<br>C.3.15  | (n) Hydraulic fittings must be corrosion resistant 316 Stainless Steel   |               |

| Item          | Annex A Reference | Mandatory Technical Evaluation Criteria  | Bid Reference |
|---------------|-------------------|--|---------------|
| 4<br>(cont'd) | 17.5.C<br>C.3.16  | (o) Manual hoisting (backup in the event of a hydraulic failure)   |               |
|               | 17.5.C<br>C.3.17  | (p) Recover at a high speed of approximately 48 meters per minute and proportional control of low speeds down to a low safe speed  |               |
|               | 17.5.C<br>C.3.18  | (q) Operate in the following temperature range (at a minimum):<br>-20 degrees Celsius to +50 degrees Celsius   |               |
|               | 17.5.C<br>C.3.19  | (r) Certified in accordance with International Maritime Organization / Safety of Life at Sea (IMO/SOLAS) requirements  |               |
|               | 17.5.C<br>C.3.20  | (s) All electrical connections IEC standard 60529 IP66 compliant (IP67 and NEMA 6 also accepted)   |               |
|               | 17.5.C<br>C.3.21  | (t) Remote control lowering, hoisting, and emergency stop  |               |
|               | 17.5.C<br>C.3.22  | (u) All motors fitted with anti-condensation heater(s)   |               |
|               | 17.5.C<br>C.3.23  | (v) Include rotational resistant cable wire falls  |               |
|               | 17.5.C<br>C.3.24  | (w) Deliverables must include a boat support that rigidly captures the boat on its keel when stowed  |               |
| 5             | 17.5.D<br>D.4.1.b | The Bid must include Davit type approval certificates for the proposed davits.   |               |
| 6             | 17.5.C<br>C.1     | The Bid must include proof that the Original Equipment Manufacturer(s) of the proposed davits has valid certification under the most recent ISO 9000 standard.   |               |
| 7             | 17.5.C<br>C.3.3   | The Bid must include 3 positive letters of reference sent to the Original Equipment Manufacturer and dated since January 1, 2015 from Officers of different vessels fitted with the proposed davit for a Zodiac 753. |               |
| 8             | 17.5.C<br>C.3.3   | The Bid must include 3 positive letters of reference sent to the Original Equipment Manufacturer and dated since January 1, 2015 from Officers of different vessels fitted with the proposed davit for a Zodiac 472. |               |

| Item | Annex A Reference | Mandatory Technical Evaluation Criteria   | Bid Reference |
|------|-------------------|---|---------------|
| 9    | 17.5.C<br>C.7.2   | The Bid must indicate if warranty requires Field Service Representative installation and commissioning.   |               |
| 10   | 17.5.D<br>D.2.2   | The Bid must indicate if any tests must be conducted upon installation in order to qualify the equipment warranty and must provide a plan for any such tests. |               |

2. Mandatory criteria will only be evaluated on a Compliant or Non-Compliant basis.
3. Any bid that fails to meet all mandatory criteria will be deemed unresponsive and given no further consideration.
4. For a given criterion, the Bidder must provide all requested information to sufficiently demonstrate compliance, and cross-reference the appropriate location(s) within the Bid where such information can be found.
5. Canada will not make any assumptions regarding unclear or incomplete responses. Canada will only evaluate documentation provided as part of the Bid submission. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the Bid.

## ANNEX 1 to PART 5 OF THE BID SOLICITATION

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

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

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

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

Complete both A and B.

A. Check only one of the following:

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

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

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

**OR**

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

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

**OR**

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