



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des
soumissions - TPSGC

11 Laurier St. / 11, rue Laurier

Place du Portage , Phase III

Core 0B2 / Noyau 0B2

Gatineau

Québec

K1A 0S5

Bid Fax: (819) 997-9776

REQUEST FOR PROPOSAL

DEMANDE DE PROPOSITION

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

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

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

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

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Ship Construction, Refit and Related Services/Construction navale, Radoubs et services connexes

11 Laurier St. / 11, rue Laurier

6C2, Place du Portage

Gatineau

Québec

K1A 0S5

Title - Sujet Welded Aluminum Workboat		
Solicitation No. - N° de l'invitation EP168-202602/A	Date 2020-07-22	
Client Reference No. - N° de référence du client 20202602		
GETS Reference No. - N° de référence de SEAG PW-\$\$MC-035-27842		
File No. - N° de dossier 035mc.EP168-202602	CCC No./N° CCC - FMS No./N° VME	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-09-01		Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>		
Address Enquiries to: - Adresser toutes questions à: Roy, Tania		Buyer Id - Id de l'acheteur 035mc
Telephone No. - N° de téléphone (873) 355-3337 ()		FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA National Capital Area (Ottawa) Phase III, Place du Portage 11 Laurier Street Gatineau Quebec K1A0S5 Canada		

Instructions: See Herein

Instructions: Voir aux présentes

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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	3
1.1 INTRODUCTION.....	3
1.2 SUMMARY	3
1.3 DEBRIEFINGS	3
PART 2 - BIDDER INSTRUCTIONS	4
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	4
2.2 SUBMISSION OF BIDS.....	4
2.3 ENQUIRIES - BID SOLICITATION.....	4
2.4 APPLICABLE LAWS.....	5
2.5 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD	5
PART 3 - BID PREPARATION INSTRUCTIONS.....	5
3.1 BID PREPARATION INSTRUCTIONS	5
3.2 SECTION I: TECHNICAL AND MANAGEMENT BID	6
3.3 SECTION II: FINANCIAL BID.....	6
3.4 SECTION III: CERTIFICATIONS	7
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	7
4.1 EVALUATION PROCEDURES.....	7
4.2 BASIS OF SELECTION.....	10
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	10
5.1 CERTIFICATIONS REQUIRED WITH THE BID	10
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	10
PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS.....	11
6.1 SECURITY REQUIREMENTS	11
6.2 INSURANCE REQUIREMENTS	11
PART 7 - RESULTING CONTRACT CLAUSES	12
7.1 REQUIREMENT	12
7.2 STANDARD CLAUSES AND CONDITIONS.....	12
7.3 SECURITY REQUIREMENTS	12
7.4 TERM OF CONTRACT	12
7.5 AUTHORITIES	13
7.6 PAYMENT	14
7.7 INVOICING INSTRUCTIONS	16
7.8 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	16
7.9 POST CONTRACT AWARD / PRE-PRODUCTION MEETING	17
7.10 PROJECT SCHEDULE	17
7.11 PROGRESS REPORT	18
7.12 PROGRESS MEETING.....	18
7.13 QUALITY MANAGEMENT SYSTEMS	19
7.14 MANUALS	19
7.15 INSPECTION, TEST & TRIALS.....	19
7.16 INSPECTION AND ACCEPTANCE	19
7.17 ACCEPTANCE.....	20
7.18 APPLICABLE LAWS.....	20

Solicitation No. - N° de l'invitation
EP168-202602/A
Client Ref. No. - N° de réf. du client
EP168-202602

Amd. No. - N° de la modif.
File No. - N° du dossier
035mc.EP168-202602

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

7.19	PRIORITY OF DOCUMENTS	20
7.20	SACC <i>MANUAL</i> CLAUSES	20
7.21	INSURANCE REQUIREMENTS	20
7.22	DISPUTE RESOLUTION.....	23
ANNEX "A"	.....	25
	TECHNICAL STATEMENT OF REQUIREMENT	25
ANNEX "B"	.....	26
	BASIS OF PAYMENT	26
ANNEX "C"	.....	27
	SUBCONTRACTORS	27
ANNEX "D"	.....	28
	BIDDER QUESTIONS AND CANADA RESPONSES	28
ANNEX "E"	.....	29
	INSPECTION/QUALITY ASSURANCE/QUALITY CONTROL.....	29

PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

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

1.2 Summary

1.2.1 The Department of Public Services and Procurement Canada requires fabrication and delivery of one welded aluminum workboat, (complete with gasoline outboard engine, safety equipment and trailer), to the office of the Timiskaming Dam Complex built in accordance with the Technical Statement of Requirement (TSOR) – Annex A and Bidder Questions and Canada Responses – Annex D. Boat will be driven mostly at low speeds around dams, where manoeuvrability in river current and power to pull loads are essential. Boat will be shore-based, launched and recovered on trailer with pickup truck at concrete boat ramps.

Delivery Date: The 18' Workboat complete with trailer must be delivered on or before March 31, 2021.

Delivery Location:

Timiskaming Dam Complex

Timiskaming, Quebec

See map included in Technical Statement of Requirement (TSOR) – Annex A

1.2.2 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](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days
Insert: 90 days

2.1.1 SACC Manual Clauses

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

2.2 Submission of Bids

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

Note: For bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

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

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

2.3 Enquiries - Bid Solicitation

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

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

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

2.4 Applicable Laws

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

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

2.5 Improvement of Requirement During Solicitation Period

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- 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 and Management Bid
Section II: Financial Bid
Section III: Certifications

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

Section I: Technical and Management Bid (2 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

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

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.

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

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

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

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

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

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

3.2 Section I: Technical and Management Bid

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

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

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

In addition of providing the above mentioned documentation/information, Bidders must provide all documentation as requested in article **4.1.1 Technical and Management Evaluation**.

3.3 Section II: Financial Bid

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

The total amount of Applicable Taxes must be shown separately.

3.3.1 Exchange Rate Fluctuation

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

3.3.2 Firm Price

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

3.3.3 Unscheduled Work

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

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

3.4 Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical and Management Evaluation

4.1.1.1. Mandatory Technical and Management Criteria

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

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

No.	Criterion	Responding Proposal Page or Section No.
M1	<p>Boat Construction Experience – Bidder must provide objective evidence that it has the proven experience in the successful designing, production, and delivery of boats of similar size and similar type to the boat which is the subject of this RFP, by providing a detailed list of a minimum of 3 such boats delivered within the past 10 years from the close of bidding.</p> <p>Bidders must include name and contact information of the client, and the delivery date; Canada reserves the right to call and confirm factual details.</p>	

	<p>For each submitted vessel, include the following information as evidence of construction capability;</p> <p>(a) Length, beam and draft, and;</p> <p>(b) Three to five photographs showing the boat from various angles, either in the shop (completed) or on water.</p> <p>For the purposes of this evaluation, the terms “similar size” and “similar type” are defined as follows :</p> <ul style="list-style-type: none"> • The term “similar size” means : defined as a between 16’ and 24’ in length (LWL) • The term “similar type” means : a flat bottom or shallow-vee barge, landing craft, or workboat with a welded aluminium hull, outboard motor, and console steering (either center or side is acceptable). 	
M2	<p>Technical Information Package – Bidder must, submit a technical information package for the boat which the Bidder proposes to satisfy Canada’s requirement. Information provided in the drawings, or accompanying them, must show the following:</p> <p>(a) Boat configuration:</p> <p>(i) proposed overall hull shape will meet requirements of TSOR section A2.2.1 <i>Form and Overall Dimensions</i></p> <p>(ii) proposed length on waterline (LWL) will meet requirements of TSOR section A2.2.1 <i>Form and Overall Dimensions</i></p> <p>(iii) proposed freeboard will meet requirements of TSOR section A2.2.1 <i>Form and Overall Dimensions</i></p> <p>(iv) proposed size and location of console will meet requirements of TSOR section A2.2.3 <i>Console</i></p> <p>(b) Bidder must confirm that boat will have gunwale railing meeting requirements of TSOR section A2.4.1 <i>Hull Fittings</i></p> <p>(c) Bidder must confirm that boat will have retractable push-knees meeting requirements of TSOR section A2.4.1 <i>Hull Fittings</i></p> <p>(d) Bidder must confirm that boat will have a removable davit meeting requirements of TSOR section A2.4 <i>Pushing, Lifting and Towing System</i> and four possible mounting locations for davit, meeting requirements of TSOR section A2.4.1 <i>Hull Fittings</i></p> <p>(e) Bidder must confirm that proposed boat will be capable of operating in shallow water, meeting requirements of TSOR section A2.5.1 <i>Outboard Engine</i></p> <p>(f) Bidder must provide name and location of facility which would be able to service the proposed outboard engine (ref. TSOR section A2.5.1 <i>Outboard Engine</i>)</p> <p>This will be assessed for pass/fail conformity with the appropriate TSOR Sections. All items must pass for bid to be compliant against this criterion.</p>	
M3	<p>Proposed Schedule – Bidder must propose its preliminary project schedule in bar-chart format, indicating the sequence and the completion dates of the following milestones:</p> <p>(a) hull materials delivered to Contractor and sustained construction started;</p> <p>(b) hull completed, but not closed in;</p> <p>(c) all electrical equipment and components delivered to the Contractor and electrical work is 75% complete;</p> <p>(d) PDF versions of all technical manuals delivered to the Technical Authority (which must be no less than 14 days before the planned delivery date);</p> <p>(e) Trials required by TSOR section A2.10 <i>Trials</i>;</p>	

	(f) boat, trailer and all other deliverables listed in TSOR section A4 <i>Packaging, Shipping and Delivery</i> delivered to Timiskaming Dam; and (g) the start and the end of the 12 month warranty period.	
M4	Subcontractors List – Bidder must include a list, in the format of the attached Annex C of proposed subcontractors for supply of goods or provision of services, stating the name and address of each subcontractor and a description of the goods or services to be supplied by each.	
M5	<p>Contractor's Quality Management System – Bidder must provide objective evidence that it has a Quality Assurance Program, which must be in place and implemented during the performance of the Work and which addresses at minimum the quality control elements below. The objective evidence of such a system may be in the form of either</p> <ul style="list-style-type: none"> • a copy of the Bidder's Quality Assurance Manual which addresses these elements; or • proof of registration with a recognized quality assurance organization whose system addresses the minimum requirements below. <p>The quality control elements in the Contractor's system must include, as a minimum:</p> <ul style="list-style-type: none"> • Measuring and Testing Equipment – including procedures for calibration and training staff in their use • Source quality control – procedures for inspecting materials and equipment as received from suppliers • In-Process Inspections – include description of in-house welding supervision • Final Inspections • Procedures for tracking and resolving identified Non Conformance issues and implementing Corrective Actions <p>Bidder facilities may be audited by Canada, or its authorized representative, before award of contract to ensure that a system is in place in accordance with the foregoing requirement.</p>	
M6	<p>Inspection and Test Plan (ITP) – Bidders must provide with their bid a sample of an inspection plan and testing procedures that will be used to verify, test and inspect all of the components and systems on the boat from initial construction to completion. The ITP must show:</p> <ul style="list-style-type: none"> (a) How the inspection will be conducted; (b) Who will perform the inspection and testing procedures; (c) That the inspection will be documented in a written report; (d) That tests, trials or demonstrations will occur and; (e) The process by which they will address and solve problems or delays during the performance of the Contract. 	

4.1.2 Financial Evaluation

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

4.1.2.1 Mandatory Financial Criteria

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

4.2 Basis of Selection

4.2.1 Mandatory Technical Criteria

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-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 website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Workers Compensation Certification – Letter of Good Standing

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

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

5.2.3.2 Welding Certification

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

(a) CSA W59.2 Welded Aluminum Construction or ABS Rules for Building and Classing Aluminum Vessels

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

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

There is no security requirement applicable to this contract.

6.2 Insurance Requirements

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

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

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Requirement

The Contractor must provide to Department of Public Services and Procurement Canada one welded aluminum workboat complete with trailer built in accordance with the Technical Statement of Requirement (TSOR) at Annex A and Bidder Questions and Canada Responses at Annex D.

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

[2030](#) (2020-05-28), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

7.2.2 Supplemental General Conditions

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

7.3 Security Requirements

7.3.1 There is no security requirement applicable to the Contract.

7.4 Term of Contract

7.4.1 Delivery Date

All the deliverables must be received on or before March 31, 2021.

7.4.2 Delivery Points

Delivery of the requirement will be made to:

Timiskaming Dam Complex
Timiskaming, Québec

See map included in Technical Statement of Requirement (TSOR) – Annex A

7.4.2.1 Shipping Instructions – Delivery at Destination

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

Incoterms 2000 "DDP Delivered Duty Paid" Timiskaming Dam Complex.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Tania Roy
Supply Specialist
Public Works and Government Services Canada
Defence and Marine Procurement Branch
Refit, Logistics and Small Vessel Construction Directorate
Portage III, 8B3-9B
11 Laurier Street, Gatineau, Quebec
K1A 0S5

Telephone: 819-420-1384
Cell: 873-355-3337
E-mail address: tania.roy@tpsgc-pwgsc.gc.ca

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

7.5.2 Technical Authority

(Information to be provided at contract award)

The Technical Authority for the Contract is:

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

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

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

7.5.3 Inspection Authority

(Information to be provided at contract award)

The Inspection Authority for the Contract is:

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

Solicitation No. - N° de l'invitation
EP168-202602/A
Client Ref. No. - N° de réf. du client
EP168-202602

Amd. No. - N° de la modif.
File No. - N° du dossier
035mc.EP168-202602

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

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

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

7.5.4 Contractor's Representative

(Information to be provided at contract award)

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

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

7.6 Payment

7.6.1 Basis of Payment

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

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.

7.6.1.1 Charge-out Rate / Material Mark-up

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

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

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

2. Overtime:

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

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

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

7.6.2 Payment for Fuels, Oils and Lubricants

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

7.6.3 Field Engineering and Supervisory Services

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

7.6.4 Limitation of Price

SACC *Manual* clause [C6000C](#) (2017-08-17) Limitation of Price

7.6.5 Milestone Payment

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 form [PWGSC-TPSGC 1111](#), Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. 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 have been completed and accepted by Canada

7.6.6 Schedule of Milestones

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

Milestone No.	Description of deliverable(s)	%	Firm Amount
A	All hull materials delivered to Contractor and sustained construction started.	32%	\$
B	Boat, trailer and all other deliverables listed in TSOR section A4 <i>Packaging, Shipping and Delivery</i> delivered to Timiskaming Dam and accepted by Canada.	65%	\$
C	End of the 12 month warranty period. Final acceptance.	3%	\$

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

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

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

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

7.6.7 Outstanding Work and Acceptance

The Inspection Authority, in conjunction with the Contractor, will prepare a list of outstanding work items at the end of the work period. This list will form the annexes to the formal acceptance document for the vessel. A contract completion meeting will be convened by the Inspection Authority on the work completion date to review and sign off the form PWGSC-TPSGC 1105, Acceptance. In addition to any amount held under the Warranty Holdback Clause, a holdback of twice the estimated value of outstanding work will be held until that work is completed.

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

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

7.7 Invoicing Instructions

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

Each claim must show:

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

2. The Goods and Services Tax or Harmonized Sales Tax (GST/HST), as applicable, must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no GST/HST payable as it was claimed and payable under the previous claims for progress payments.

3. The Contractor must prepare and certify 1 original and 1 copy of the claim on form PWGSC-TPSGC 1111, and forward it to the Contracting Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.

4. The Contracting Authority will then forward the original of the claim to the Technical Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.

5. The Contractor must not submit claims until all work identified in the claim is completed.

7.8 Certifications and Additional Information

7.8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information

are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

7.8.2 Welding

1. The Contractor must ensure that welding is performed by a welder certified by the Canadian Welding Bureau (CWB) in accordance with the requirements of the following Canadian Standards Association (CSA):

(a) CSA W59.2 Welded Aluminum Construction or ABS Rules for Building and Classing Aluminum Vessels

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

3. Before the commencement of any fabrication work, and upon request from the Inspection Authority, the Contractor must provide approved welding procedures and/or a list of welding personnel he intends to use in the performance of the Work. The list must identify the CWB welding procedure qualifications attained by each of the personnel listed and must be accompanied by a copy of each person's current CWB welding certification.

7.8.3 Trade Qualifications

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

7.8.4 Workers Compensation

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

7.9 Post Contract Award / Pre-Production Meeting

Within **3 working days** of the receipt of the contract, the Contractor must contact the Contracting Authority to determine the details of a pre-production meeting. The meeting will be held at the Contractor's plant. Cost of holding such pre-production meeting must be included in the price of the bid. Please note that the travel and living expenses for Government Personnel will be arranged and paid for by Canada.

7.10 Project Schedule

1. The contractor must provide an updated detailed project schedule in MS Project format or equivalent to the Contracting Authority and the Technical Authority **5 days after award of Contract**.

2. This schedule must highlight the specific dates for the events listed below:

- (a) hull materials delivered to Contractor and sustained construction started;
- (b) hull completed, but not closed in;
- (c) all electrical equipment and components delivered to the Contractor and electrical work is 75% complete;

- (d) PDF versions of all technical manuals delivered to the Technical Authority (which must be no less than 14 days before the planned delivery date);
- (e) Trials required by TSOR section A2.10 Trials;
- (f) boat, trailer, and all other deliverables listed in TSOR section A4 Packaging, Shipping, and Delivery delivered to Timiskaming Dam; and
- (g) the start and the end of the 12 month warranty period.

Note: Technical Manuals will not be returned once approved.

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

7.11 Progress Report

1. The Contractor must submit monthly reports on the progress of the Work in an electronic format to the Technical Authority and to the Contracting Authority.

2. The progress report must contain 2 Parts:

a. PART 1: The Contractor must answer the following three questions:

- i. is the project on schedule?
- ii. is the project within budget?
- iii. is the project free of any areas of concern in which the assistance or guidance of Canada may be required?

Each negative response must be supported with an explanation.

b. PART 2: A narrative report, brief, yet sufficiently detailed to enable the Technical Authority to evaluate the progress of the Work, containing at a minimum:

- i. a description of the progress of each task and of the Work as a whole during the period of the report. Sufficient sketches, diagrams, photographs, etc., must be included, if necessary, to describe the progress accomplished.
- ii. an explanation of any variation from the schedule.

7.12 Progress Meeting

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

7.12.1 Progress Review Meetings

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

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

5. Progress on action items, problems or special issues;
6. Deliverables submitted prior to PRM;
7. Milestones (technical and financial);
8. Activities planned for the next reporting period;
9. Status of any change notifications and requests;
10. Any changes to the PMP; and
11. Other business as mutually agreed to by CANADA and the Contractor.

7.13 Quality Management Systems

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

7.14 Manuals

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

7.15 Inspection, Test & Trials

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

7.16 Inspection and Acceptance

The *Technical* Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection

Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

7.17 Acceptance

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

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

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

7.18 Applicable Laws

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

7.19 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 1028 (2010-08-16) – Ship Construction – Firm Price;
- (c) the general conditions 2030 (2018-06-21) – General Conditions – Higher Complexity – Goods;
- (d) Annex A, Technical Statement of Requirement;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Subcontractors;
- (g) Annex D, Bidder Questions and Canada Responses;
- (h) Annex E, Inspection/Quality Assurance/Quality Control; and
- (i) the Contractor's bid dated _____.

7.20 SACC Manual Clauses

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

7.21 Insurance Requirements

1. The Contractor must comply with the insurance requirements specified in **Articles 7.21.1** and **7.21.2**. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

2. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

3. The Contractor must forward to the Contracting Authority within ten **(10) days after the date of award** of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.21.1 General Commercial Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

2. The Commercial General Liability policy must include the following:

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

(b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.

(c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.

(d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.

(e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

(f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.

(g) Employees and, if applicable, Volunteers must be included as Additional Insured.

(h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program).

(i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.

(j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority 30 days written notice of policy cancellation.

(k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

(l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

(m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

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

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

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

7.21.2 Marine Liability Insurance

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

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

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

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

(b) Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by the Department of Public Services and Procurement 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 Insurer will endeavour to provide the Contracting Authority 30 days written notice of cancellation.

(d) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

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

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

7.22 Dispute Resolution

The parties agree to follow the procedures below for the settlement of any disputes which may arise throughout the life of this Contract prior to seeking redress through court procedures:

1. Disputes arising from this Contract will in the first instance be resolved by the Contracting Authority and the Contractor's Contract Administrator within fifteen (15) working days or such additional time as may be agreed to by both parties.

Solicitation No. - N° de l'invitation
EP168-202602/A
Client Ref. No. - N° de réf. du client
EP168-202602

Amd. No. - N° de la modif.
File No. - N° du dossier
035mc.EP168-202602

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

2. Failing resolution under (1) above, the Manager of the Marine Construction (MC) of the Marine Systems Directorate at PWGSC and the Contractor's Representative Supervisor will attempt to resolve the dispute within an additional fifteen (15) working days.

3. Failing resolution under (1) or (2) above, the Senior Director of the Marine Systems Directorate at PWGSC, and the Contractor's Senior Management will attempt to resolve the dispute within an additional thirty (30) working days.

4. Notwithstanding the above procedure, either party may seek a decision through the courts at any time during the dispute.

Solicitation No. - N° de l'invitation
EP168-202602/A
Client Ref. No. - N° de réf. du client
EP168-202602

Amd. No. - N° de la modif.
File No. - N° du dossier
035mc.EP168-202602

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

ANNEX "A"

TECHNICAL STATEMENT OF REQUIREMENT

(See page 32)

ANNEX "B"

BASIS OF PAYMENT

B1: Firm Price (CAD\$)

Item	Description	Price (CAD\$)
B1.1	One (1) 18' Welded Aluminum Workboat built in accordance with Annex A and Annex D.	\$
B1.2	One (1) Trailer built in accordance with Annex A and Annex D	\$
B1.3	Transportation cost for delivery of 1 boat and a trailer FOB to Timiskaming Dam Complex Timiskaming, Quebec	\$
TOTAL WITHOUT GST/HST		\$

B2: Schedule of Milestones (CAD\$)

Milestone No.	Description of deliverable(s)	%	Firm Amount
A	Hull materials delivered to Contractor and sustained construction started.	32%	\$
B	Boat, trailer and all other deliverables listed in TSOR section A4 <i>Packaging, Shipping and Delivery</i> delivered to Timiskaming Dam and accepted by Canada.	65%	\$
C	End of the 12 month warranty period. Final acceptance.	3%	\$

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

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

Solicitation No. - N° de l'invitation
EP168-202602/A
Client Ref. No. - N° de réf. du client
EP168-202602

Amd. No. - N° de la modif.
File No. - N° du dossier
035mc.EP168-202602

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

ANNEX “C”

SUBCONTRACTORS

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

Solicitation No. - N° de l'invitation
EP168-202602/A
Client Ref. No. - N° de réf. du client
EP168-202602

Amd. No. - N° de la modif.
File No. - N° du dossier
035mc.EP168-202602

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

ANNEX "D"

BIDDER QUESTIONS AND CANADA RESPONSES

Completed and updated during the submission period

ANNEX "E"

INSPECTION/QUALITY ASSURANCE/QUALITY CONTROL

1. Conduct of Inspection

(a) Inspections will be conducted in accordance with the ITP provided and accepted by the Inspection Authority and as detailed in this Annex.

(b) The Contractor must provide its own staff or subcontractors to conduct inspections, tests and trials; excepting that Technical Authority or Inspection Authority personnel may be designated in the specifications, in which case the Contractor must ensure that its own staff are provided in support of such inspection/test/trial.

(c) As applicable, the Contractor must ensure that the required conditions stated in the specification prevail at the commencement of, and for the duration of, each inspection/test/trial.

(d) The Contractor must ensure that personnel required for equipment operation and records taking during the inspection/test/trial are briefed and available at the start and throughout the duration of the inspection/test/trial. Tradesmen or FSRs who may be required to effect minor changes or adjustments in the installation must be available at short notice.

(e) The Contractor is to coordinate the activities of all personnel taking part in each inspection/test/trial and ensure that safe conditions prevail throughout the inspection/test/trial.

2. Inspection Records and Reports

(a) The Contractor on the inspection record, test or trials sheets as applicable must record the results of each inspection. The Contractor must maintain files of completed inspection records.

(b) The Contractor's Quality Control (QC) representative (and the FSR when required) must sign as having witnessed the inspection, test or trial on the inspection record. The Contractor must forward originals of completed inspection records, together with completed test(s) and/or trials sheets to the Inspection Authority as they are completed.

(c) Unsatisfactory inspection/test/trial results, for which corrective action cannot be completed during the normal course of the inspection/test/trial, will require the Contractor to establish and record the cause of the unsatisfactory condition to the satisfaction of the Inspection Authority. Canada representatives may assist in identification where appropriate.

(d) Corrective action to remove cause of unsatisfactory inspections must be submitted to the Contracting Authority and to the Inspection Authority in writing by the Contractor, for approval before affecting such repairs and rescheduling of the unsatisfactory inspection/test/trial. Such notices must be included in the final records passed to the Contracting Authority and to the Inspection Authority.

(e) The Contractor must undertake rectification of defects and deficiencies in the Contractor's installation or repair as soon as practicable. The Contractor is responsible to schedule such repairs at its own risk.

(f) The Contractor must reschedule unsatisfactory inspections after any required repairs have been completed.

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

3. Inspection and Trials Process

3.1 Inspection

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

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

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

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

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

3.2 Inspection Non-conformance report

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

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

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

3.3 Tests, Trials, and Demonstrations

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

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

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

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

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

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

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

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

ANNEX “A” TECHNICAL STATEMENT OF REQUIREMENTS

Aluminum Workboat c/w Outboard & Trailer for Timiskaming Dam

TABLE OF CONTENTS

A1 SCOPE	2
A1.1 Summary.....	2
A1.2 Registration	2
A1.3 Operator Certification.....	2
A1.4 Class of Voyages	2
A1.5 Normal Load Conditions.....	2
A1.6 Normal Environmental Conditions	2
A1.7 Mission.....	3
A2 TECHNICAL REQUIREMENTS FOR BOAT	5
A2.1 Laws, Regulations, and Standards	5
A2.2 Hull.....	6
<i>A2.2.1 Form and Overall Dimensions.....</i>	<i>6</i>
<i>A2.2.2 Construction.....</i>	<i>6</i>
<i>A2.2.3 Console</i>	<i>7</i>
<i>A2.2.4 Seating.....</i>	<i>8</i>
<i>A2.2.5 Storage.....</i>	<i>8</i>
A2.3 Anchor System	8
A2.4 Pushing, Lifting, and Towing System	8
<i>A2.4.1 Hull Fittings</i>	<i>8</i>
A2.5 Propulsion System	9
<i>A2.5.1 Outboard Engine.....</i>	<i>9</i>
<i>A2.5.2 Fuel Tank(s).....</i>	<i>9</i>
<i>A2.5.3 Propeller.....</i>	<i>9</i>
<i>A2.5.4 Emergency Propulsion</i>	<i>10</i>
A2.6 Electrical System	10
A2.7 Lights	10
A2.8 Nameplates and Markings	10
A2.9 Outfit	10
<i>A2.9.1 Safety Items</i>	<i>10</i>
<i>A2.9.2 Mooring Items.....</i>	<i>11</i>
<i>A2.9.3 Lifting and Towing Items.....</i>	<i>11</i>
A2.10 Trials.....	11
A3 TECHNICAL REQUIREMENTS FOR TRAILER	12
A4 PACKAGING, SHIPPING, AND DELIVERY	13
A4.1 Deliveries to Timiskaming Dam.....	13
A4.2 Deliveries to Technical Authority.....	13
A4.3 Operation and Maintenance Manuals.....	13
A4.4 Spare Parts.....	14

A1 SCOPE

A1.1 Summary

Canada requires fabrication and delivery of one welded aluminium workboat (complete with gasoline outboard engine, safety equipment, and a trailer) to the office of the Timiskaming Dam Complex.

Boat is intended to be built based on commercial production hull form, with customization as needed to suit the needs described in this TSOR.

The Timiskaming Dam Complex is located on the Ottawa River, where Lake Timiskaming discharges into the Ottawa River. The Dam Office is on Sault Island, between the town of Thorne Ontario and Témiscaming, Québec (see map below):



Figure 1 - Location of Timiskaming Dam

A1.2 Registration

Technical Authority intends to register vessel in the Small Vessel Registry and to comply with the *Small Vessel Compliance Program* (SVCP).

A1.3 Operator Certification

Damkeepers hold Pleasure Craft Operator Cards (PCOC).

A1.4 Class of Voyages

"Sheltered Waters" as defined by *Vessel Certificates Regulations*.

A1.5 Normal Load Conditions

Complement:

- Normal working: 3 Damkeepers each 225 lb. fully equipped with Mustang suits
- Occasionally up to 5 persons may be transported, such as to view portions of the dam structure for inspection purposes.

Fuel tanks pressed full

Equipment and supplies: assume 300 lbs. total

A1.6 Normal Environmental Conditions

Average ambient air temperature: -5°C to +30°C

Wave heights: 0' to 18"

Wind speed: 0 to 10 knots

A1.7 Mission

Boat will be driven mostly at low speeds around dams, where manoeuvrability in river current and power to pull loads are essential. There is very little higher-speed work, except travelling between boat launch to the dam, which is a minimal distance.

Damkeepers will use the boat most often for the following type of activities:

- to set-out and bring-in waterway barrier located immediately upstream of Timiskaming Dam;
- to install replacement sections of waterway barrier when one of the pontoons is damaged (pontoons each 10' long 130 lbs plus weight of connection hardware);
- to replace navigation buoys if one of these is damaged (steel buoys 1320 lbs each, more likely to be towed rather than lifted);
- to perform occasional inspections of shoreline and dams, during which boat would transport 2 or 3 engineers;
- to free debris from waterway barrier (mostly tree branches and stumps); and
- occasionally to retrieve escaped stoplogs and to tow these back to the dam.

Hence, ability to pull is a strong requirement.

Pulling may be from awkward angles on occasion. To free a stoplog from debris, weeds, or rocks in which it has come to rest, boat may need to pull from bow, or side, or some other odd angle for a short time. For long distance towing, the load would be attached behind boat.

Damkeepers need hands-on access to the water for operations such as removing debris from waterway barriers and for manipulating bolted connections on the waterway barrier. They do this work leaning over the gunwales.

A davit is useful for lifting or holding items such as when connecting or disconnecting sections of waterway barriers, or for lifting replacement sections into place and removing damaged sections.

Push-knees are useful for pushing stoplogs or sections of waterway barrier.

Boat will be shore-based, and launched and recovered on trailer with pickup truck at concrete boat ramps.

The river bottom around the Timiskaming Dam consists of rocks up to 1' diameter near shore, with tangled branches and sunken wood logs at centre of channel. The maximum water depth in the area around the dam where the boat will be most commonly operated is 40'.



Figure 2 - Waterway barrier at Timiskaming Dam, aerial view looking upstream from dam



Figure 3 - Waterway barrier at Timiskaming Dam, view from Quebec shore



Figure 4 - Damkeepers manipulating waterway barrier at Timiskaming Dam

A2 TECHNICAL REQUIREMENTS FOR BOAT

A2.1 Laws, Regulations, and Standards

1. Boat must comply with the most recent versions of the following:
 - 1.1. Aluminum welding
 - 1.1.1. CAN/CSA W59.2 *Welded Aluminum Construction* or *ABS Rules for Building and Classing Aluminum Vessels*
 - 1.2. CSA C22.2 No. 183.2 *Standards for DC Electrical Installations on Boats*
 - 1.3. *Canada Shipping Act, 2001* (S.C. 2001, c. 26):
 - 1.3.1. *Small Vessel Regulations* (SOR/2010-91)
 - 1.3.2. *Collision Regulations* (C.R.C., c. 1416)
 - 1.3.3. *Vessel Certificates Regulations* (SOR/2007-31)
 - 1.4. *Canada Labour Code* (R.S.C., 1985, c. L-2):
 - 1.4.1. *Maritime Occupational Health and Safety Regulations* (SOR/2010-120)
 - 1.5. International Electrotechnical Commission (IEC)
 - 1.5.1. IEC 60529 *Degrees of Protection Provided by Enclosures (IP Codes)*
 - 1.6. International Maritime Organization
 - 1.6.1. *International Convention for the Safety of Life at Sea (SOLAS)*
 - 1.7. Transport Canada Marine Safety:
 - 1.7.1. TP 127 *Ships Electrical Standards*

1.7.2. TP 1332 *Construction Standards for Small Vessels*

1.7.3. TP 13430 *Standard for Tonnage Measurement of Ships*

A2.2 Hull

A2.2.1 Form and Overall Dimensions

1. Provide boat with the following general characteristics:
 - 1.1. Shallow-Vee displacement or semi-displacement hull
 - 1.2. Blunt (also known as "bullnose"-style) bow (rather like a landing craft, but without the moveable ramp part)
 - 1.3. To maximum internal flat part of working deck for Damkeepers; angle of rake on bow in profile view, (i.e. the angle in green in figure below) should be no less than 45 degrees.

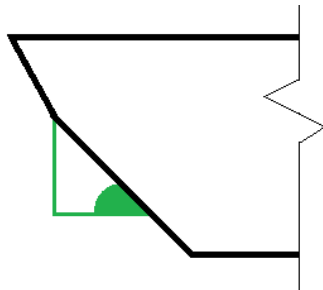


Figure 5 - Partial profile view explaining required limit on bow rake.

- 1.4. Straight sheer
 - 1.5. Self-bailing floor with scuppers
 - 1.6. Flat, open, non-skid, deck
 - 1.7. Waterline length (LWL): 18' to 20'.
2. Provide swim platform between the transom and the motor, full width of boat and between 18" and 2' long.
3. Provide maximum freeboard 22" with fuel and crew of 3 (assume at 175 lb. each), so that Damkeepers can easily access items at waterline when leaning over the sides (see Section A1.7 *Mission* of this TSOR).
4. In order to fit into an existing building, the maximum size of boat with engine as it sits on the trailer with all its appendages, must have the following characteristics:
 - 4.1. Maximum width 8'-2"
 - 4.2. Maximum length 29'-6"
 - 4.3. Maximum height 8'-9"

A2.2.2 Construction

1. Provide hull with the following characteristics:
 - 1.1. Side and bottom plates: 3/16" minimum thickness;
 - 1.2. Floatation foam under deck
 - 1.3. Hull reinforcements:
 - 1.3.1. Provide suitable stiffening and reinforcement for towing as required.
 - 1.3.2. Provide rub rail consisting of 2" to 3" diameter aluminum half-pipe located at waterline.

- 1.3.3. Provide full-length, half-round, longitudinal grounding bars to protect bottom during shallow water operations and to render boat capable of beaching on hard surfaces (stone or concrete) at speeds up to 3 knots without damage to hull. Minimum number of bars: 2.
2. Provide appropriate sacrificial anodes suited to materials of hull, engine, and propeller.
3. Provide lifting lugs to allow boat to be lifted by crane when in lightship condition with 90% fuel and no deck cargo.
4. Provide eyes for hooking boat to trailer winch.

A2.2.3 Console

1. Location and configuration

- 1.1. Provide centre console, located amidships and athwartships, such that crew can easily get around console on all sides for working. Console to be between 18" and 36" wide.
- 1.2. Provide a T-top, aluminum, of sufficient size and of a design that will cover the console and helm seat, and will also accommodate installation of the work lights described in Section A2.7 *Lights* of this TSOR.
- 1.3. Provide windshield with aluminum frame around the perimeter of the windshield, connected to the T-top.
- 1.4. Provide some type of full-width roller blind on the back of the windshield, or a sunvisor of some sort, for light deflection when operating facing the sun.
- 1.5. Height of console and windshield must be suitable for Damkeeper to operate either seated or standing.
- 1.6. Damkeepers want to confirm details of ergonomics (e.g. exact positioning of helmsman's seat with respect to console, details of sun visor, etc.), before finalizing console assembly and installation. Advise Technical Authority at no less than 5 working days ahead of when Contractor will be ready to accommodate such a shop visit.

2. Structure

- 2.1. Console must provide minimum IP 54 ingress protection for electronics located within.
- 2.2. Surface of the console to be sloped at 25 to 30 degrees for convenience of operator in seeing all gauges and reaching all controls. Provide small (1/2" high) lip at the bottom, so objects rolling down this slope (gloves, sunglasses, pens, phones, etc.) are less likely to slide off and fall on deck.
- 2.3. Provide waterproof storage for documents somewhere within console; at minimum, provide space to hold two 3-ring binders each 2"-thick.)

3. Controls and instrumentation

- 3.1. Provide steering wheel, throttle, trim/tilt, and all other controls required to operate the engine; gauges and meters to monitor its condition; and alarms to advise of various critical conditions, all as recommended by outboard engine's OEM.
- 3.2. Provide a fuel gauge.
- 3.3. Provide a voltmeter for each battery.
- 3.4. Provide a depth finder.
- 3.5. Provide switch for anchor's electrical winch
- 3.6. Provide dedicated switch for navigation lights (turn on all navigation lights from one switch).
- 3.7. Provide separate switches for each of the work lights (one switch per light).

A2.2.4 Seating

1. Provide total seating for crew of 4 as follow:
 - 1.1. **Helmsman.**—Provide special-purpose marine seat at console, waterproof, cushioned, swivelling, adjustable position in fore-and-aft direction, with folding back rest, and no arms. Mount seat on aluminum box with storage space inside, to be accessed by a hinged panel on one side of box.
 - 1.2. **Crew seats.**—Provide backless bench seats, for others, as follows:
 - 1.2.1. One bench seat to be immediately ahead of the console and no wider than the console, waterproof, cushioned.
 - 1.2.2. One bench to be located one across the bow (full width), waterproof, NOT cushioned.
 - 1.2.3. One bench at each corner of the stern, leaving an area 2' to 3' wide in between them, waterproof, NOT cushioned.

A2.2.5 Storage

1. Provide minimum total of 16 cubic feet of dry storage underneath the various seats.
2. Provide hooks for storage of long pike poles on inside of sides, with enough hooks to store two 12-foot poles on each side of boat.

A2.3 Anchor System

1. Provide anchor and rode of a size and type to suit boat, current, and bottom conditions (see Section A1.7 *Mission* of this TSOR for description of river bottom in way of Timiskaming Dam).
2. Provide electric winch with which to raise or lower anchor.
3. Select exact location of anchor's winch in communication with Damkeepers via shopdrawing submittal to Technical Authority. Damkeepers may need to move proposed location to suit their unique operations.

A2.4 Pushing, Lifting, and Towing System

A2.4.1 Hull Fittings

1. Provide railing outside gunwale, oriented horizontally as in the figure below, elements of square cross-section 1" x 1" to 1½" x 1½", total width of gunwale and railing 4" to 6",. Design and fabricate with sufficient strength to be suitable for securing ropes or towing light objects. Provide rubber fender on outside edge.



Figure 6 - Example showing desired general configuration of gunwale railing. Rubber fender not shown.

2. Provide push knees, of a configuration that can be retracted up and pinned in the retracted position, to reduce difficulties loading boat onto trailer.
3. Provide four mounting fittings for a moveable davit. Locate one each at the forward corners, port and starboard and one on each side about halfway back from the bow.
4. Provide locations for mounting emergency propulsion system (i.e. oars). See Section A2.5.4 *Emergency Propulsion* for discussion of oars themselves.

5. Provide aluminum tow bitt or bollard, 6" to 10" high, located at bow on centreline. Single post with cross-piece of approximate general configuration shown in the following picture taken from internet and included simply to make clear the overall desired configuration and not any particular make or model:



Figure 7 - Example showing desired general configuration of towing bitt/bollard.

6. Provide towing bar, roughly inverted-U shaped, at stern. Ensure this is high enough that towline will not foul outboard engine. Ensure it is not too wide, such that a Damkeeper can get access to the area when standing on aft landing platform. See the following picture from internet included simply to make clear the overall configuration desired and not any particular make or model:



Figure 8 - Example showing desired general configuration of towing bar.

A2.5 Propulsion System

A2.5.1 Outboard Engine

1. Provide minimum 115 horsepower 4-stroke gasoline outboard engine, complete with electric starter, tiller control, power trim, and alternator to recharge battery whilst underway.
2. Boat must be able to operate in water as shallow as 18" (with engine trimmed).
3. Engine must be able to be serviced by shops located within a 2-hour driving radius of the Timiskaming Dam.

A2.5.2 Fuel Tank(s)

1. Minimum capacity 12 US gallons.

A2.5.3 Propeller

1. Material: aluminum.
2. Select diameter, pitch, and number of blades in conjunction with engine manufacturer to achieve performance requirements of mission (i.e. need for pulling loads and boat manoeuvrability at low speeds—see Section A1.7 *Mission* of this TSOR).
3. Provide propeller guard to protect propeller in shallow water.

A2.5.4 Emergency Propulsion

1. Supply two oars of a length suitable for propelling boat, complete with two oarlocks, all stored on hooks inside of sides when not in use, but capable of being fitted into the gunwales when required (see Section A2.4.1 *Hull Fittings* of this TSOR, which discusses mounting locations).

A2.6 Electrical System

1. Provide system compliant to TP 127 *Ships Electrical Standards*
2. Provide 2 batteries, marine grade, heavy-duty, maintenance-free.
3. Capacity: double that which would be recommended by engine manufacturer for engine alone.
4. Provide acid-proof polyethylene, purpose-built, battery boxes, secured to boat structure with fasteners that will not cause galvanic reaction with aluminum.
5. Provide double-pole type battery switch, mounted to prevent snagging or accidental switching. Ensure battery disconnect switch is readily accessible.
6. Provide 12 volt DC electrical system for lights and other electrical needs.
7. Provide well-organized and neatly-routed wiring with colour coding and heatshrink connectors. Ensure wiring is clearly labelled. Provide as-built electrical drawing as part of final deliverables package.

A2.7 Lights

1. Provide LED-type navigation lights meeting *Collision Regulations*.
2. Provide LED-type work lights mounted to T-top, to illuminate both deck and water over the sides to assist Damkeepers when working. To aim light in different directions, light head must nod and turn minimum 180 degrees in each direction. Provide two lights per side (total 4). Intensity: each light 5000 lumens.
3. Provide light fixtures able to resist the effects of vibration, dirt and moisture (to IP 54), and damage.

A2.8 Nameplates and Markings

1. Use laminated plastic with symbols where possible, and text in both French and English languages where this is not possible. Font: engraved, white letters on a black background or otherwise high-contrast colours. Before finalizing translation of text, submit to Technical Authority for review.
2. Paint PWGSC Corporate Signature, boat's name, HIN number, and port of registry in black letters on both port and starboard sides; Technical Authority will supply information. Determine final location and font size with Technical Authority.
3. Provide markings required by law, including but not necessarily limited to:
 - 3.1. Provide Transport Canada with a declaration of conformity for the boat, and affix a compliance notice or capacity chart (whichever applies).
 - 3.2. Provide a hull serial number.

A2.9 Outfit

A2.9.1 Safety Items

1. Supply within the storage compartments of the boat, the following:
 - 1.1. One sound signalling device: either one pea-less whistle, one hand held compressed gas horn, or one electric horn complete with batteries, types to be compliant with *Collision Regulations*.
 - 1.2. One marine-type general use fire extinguisher to *SOLAS Convention* requirements, and mount it in manner compliant to *Small Vessel Regulations*.
 - 1.3. One buoyant heaving line of not less than 50' length, with throw bag, to *Small Vessel Regulations*.

- 1.4. One marine first aid kit compliant to *Maritime Occupational Health and Safety Regulations*, commensurate with a crew of 4 men
- 1.5. One waterproof flashlight complete with batteries, to *Small Vessel Regulations*.
- 1.6. One re-boarding device, to *Small Vessel Regulations*.
- 1.7. One bailer, to *Small Vessel Regulations*.
- 1.8. One radar reflector, to *Small Vessel Regulations*, mounted on T-top.
2. Due to Class of voyages (see Section A1.4 *Class of Voyages* of this TSOR), we understand there is no requirement for distress flares under *Small Vessel Regulations*.

A2.9.2 Mooring Items

1. Supply dock fenders, 2 each side (total 4). Cylindrical shape, single or double eye, vinyl or other polymer, inflatable with standard sports ball needle, approximately 18" to 2' long and 4" to 6" diameter. Supply with appropriate fender lines to connect to grab rail around boat sides.
2. Supply three mooring lines, nylon, 5/8" diameter and each 20' long, wrapped and stored in final storage places.

A2.9.3 Lifting and Towing Items

1. Supply davit arms, pivoting, removable and mountable in locations provided within the sides (see Section A2.4.1 *Hull Fittings* of this TSOR). Fit davit with hand-cranked winch of 500 lbs. safe working load, with wire rope and hook. Davit must be capable to extending 24" out from gunwale and must have a lifting point 4' above deck.



Figure 9 - Example showing general configuration of desired davit

2. Supply the following:
 - 2.1. Three lengths of 1" diameter low-stretch, twisted polyester, towing line, with eye splices in both ends. Each length: 50' long.
 - 2.2. Two web slings, polyester, 4" wide strap, 8' long, with eye loop in both ends. Submit test certificates.
 - 2.3. Four carabiner connectors, steel, D-shape, 1/4-turn twist-lock type, with 1" opening, safe working load 5500 lbs.

A2.10 Trials

1. Conduct trials with boat in normal operating condition as described in Section A1.5 *Normal Load Conditions* of this TSOR.
2. Ensure that during trials the equipment and components are not used in any way that would void the manufacturer's warranty.
3. Provide all fuel and all test equipment and instrumentation necessary to conduct the trials.

4. For trials, provide the same propeller that is intended to be used when boat is in normal operation, complete with all propeller guards.
5. Two representatives from Dams and Water Management Group will attend and be on board for Trials.
6. Trials must include, but are not necessarily limited to:
 - 6.1. **Static bollard pull test.**—Pull measured with a dynamometer or load cell or similar, maintaining pull for 2 minutes, and taking tension readings every 20 seconds if the device does not provide continuous readings. Test must be done minimum 200 feet away from any wall that would interfere with propwash.
Acceptance criterion: Average of readings ≥ 1500 lbs. with a maximum reading of ≥ 2500 lb.
 - 6.2. **Steering trial.**—Acceptance criterion: Steering system responds similarly when turning to both port and starboard.
 - 6.3. **Turning trial.**—Acceptance criterion: Going forward, boat can turn in a circle with a diameter of 5 times the boat’s length.
 - 6.4. **Reversing trial.**—Acceptance criterion: boat can go straight astern and to turn to either side.
 - 6.5. **Noise level.** —Acceptance criterion: Noise level at the helmsman’s seat must be 75 dB(A) or less during all phases of trials, to suit Damkeepers’ needs which are more strict than the 8-hour exposure limit in *Maritime Occupational Health and Safety Regulations* under Canada Labour Code.
7. After completion of trials, clean and inspect boat, perform maintenance on outboard engine to manufacturer’s recommendations, and make good all defects discovered during trials. Depending on the defects found, be prepared for re-testing to prove deficiencies have been corrected.

A3 TECHNICAL REQUIREMENTS FOR TRAILER

1. Provide welded aluminum trailer meeting all Transport Canada standards required for legal use on public highways in Ontario and Quebec.
2. Boat on its trailer must fit through garage door and into an existing building. Refer to maximum overall size requirements in Section A2.2.1 *Form and Overall Dimensions* of this TSOR. Given the boat’s T-top with attached work lights will likely not be removable or foldable, meeting the overall height criterion may necessitate providing a creatively lower-profile trailer to compensate.
3. Provide bunks covered in marine-grade bunk carpet, side guide rollers, and vertical guide posts. Minimum support: 4 bunks.
4. Provide minimum 3 eyes per side sized for shackles to secure boat to trailer plus an additional two at rear.
5. Provide folding tongue if needed to decrease space needed for storage in garage (see maximum dimensions in Section A2.2.1 *Form and Overall Dimensions* of this TSOR).
6. Provide heavy-duty ratchet-strap tie-downs in sufficient length and quantity to secure boat to trailer.
7. Provide all-season tires, designed for trailer use, and sized appropriately for rated capacity of trailer.
8. Provide full-size spare wheel and tire with cover, securely mounted on trailer near front, in an easily accessible position.
9. Provide hydraulic surge, drum-type, brakes.
10. Provide a manual winch with safety chain.
11. Provide minimum cable length of 50'.
12. Provide footpad swivel-jack sized for trailer and load.
13. Provide toolbox, sized to contain trailer spares, tools, straps, and other accessories.
14. Provide a ball-style trailer hitch, with safety chains.

A4 PACKAGING, SHIPPING, AND DELIVERY

A4.1 Deliveries to Timiskaming Dam

1. Prepare boat and trailer for shipping after Trials are accepted.
2. Load boat on trailer and secure it to prevent movement or damage during shipping.
3. Provide a durable warning tag wired to console indicating that boat has been preserved for shipping and storage and that special procedures will need to be used to reactivate boat.
4. Install shrink-wrap cover to protect boat during shipping.
5. Deliver the following to dam office at Timiskaming; unload and store all deliverables in locations indicated by Damkeepers at time of delivery:
 - 5.1. Packaged boat on trailer;
 - 5.2. All special tools, spare parts, and maintenance materials listed below;
 - 5.3. All operation, maintenance, and service documentation from OEMs of individual equipment, as described in Section A4.3 *Operation and Maintenance Manuals* of this TSOR.

A4.2 Deliveries to Technical Authority

1. Deliver the following documents to the Technical Authority in PDF format via email or Contractor’s FTP site
 - 1.1. Gross tonnage certification, to TP 13430 *Standard for Tonnage Measurement of Ships* (simplified method of form 4A is acceptable);
 - 1.2. Document demonstrating vessel stability evaluation, proving compliance to TP 1332 Section 4;
 - 1.3. Copy of Declaration of Conformity;
 - 1.4. Original Letter of Compliance;
 - 1.5. Photo or photocopy of Capacity Plate;
 - 1.6. Copy of bill of sale;
 - 1.7. All other documentation required for boat registration;
 - 1.8. Completed Builder’s portion of *Small Vessel Compliance Program* (SVCP) documentation (provide both signed copy in PDF format and original Excel spreadsheet for PWGSC to use for submission to SVC Program);
 - 1.9. Motor Vehicle Registration Certificates for trailer; and,
 - 1.10. All equipment O&M documents; and,
 - 1.11. All acceptance certificates (for lifesaving appliances, lifting apparatus, engine test reports, calibration certificates, extinguishers, etc.).

A4.3 Operation and Maintenance Manuals

1. Deliver all operation and maintenance documents in hardcopy to the Damkeepers at the same time as the delivery of the boat and trailer.
2. Provide two copies of all documents being supplied.
3. Provide as-built drawings of boat, including an as-built electrical schematic.
4. For manuals, in all cases, provide copies of both owner’s manual and shop manuals wherever both are available from OEM.
 - 4.1. Where documents cover multiple models, indicate which model has been supplied (i.e. circle it or mark it with a star or something) and also write on the specific serial numbers of equipment provided.

- 4.2. Provide separate English and French documentation. In cases where original equipment manufacturer information is available only in one of those two languages, provide in that one language only.

A4.4 Spare Parts

1. Deliver the following at the same time and to the same location as the delivery of the boat and trailer.
2. Deliver items to warehouse location indicated by Damkeepers.
 - 2.1. For boat:
 - 2.1.1. Bailers: 2
 - 2.1.2. Sacrificial anodes: 2 sets
 - 2.1.3. Batteries, for flashlight, in waterproof container: 2 sets
 - 2.2. For trailer:
 - 2.2.1. Handles for winch on trailer (if these are detachable type): 2
 - 2.2.2. Hooks for trailer’s loading eyes: 2
 - 2.2.3. Spare wheel for trailer, with tire mounted and inflated, to be mounted on trailer: 1
 - 2.2.4. Lug nut wrench for trailer wheels: 1
 - 2.2.5. For trailer winch: set of parts, tools, and materials recommended by OEM: 2 sets
 - 2.3. For outboard engine:
 - 2.3.1. Battery charger: 1
 - 2.3.2. Manual starting device: 2
 - 2.3.3. Other spare parts, tools, and materials recommended by OEM: 2 sets
 - 2.3.4. Propeller, complete with all required fasteners and washers: 2 kits

ANNEX “ ”

MANDATORY TECHNICAL EVALUATION CRITERIA

No.	Criterion	Responding Proposal Page or Section No.
M1	<p>Boat Construction Experience.—Bidder must provide objective evidence that it has the proven experience in the successful designing, production, and delivery of boats of similar size and similar type to the boat which is the subject of this RFP, by providing a detailed list of a minimum of 3 such boats delivered within the past 10 years from the close of bidding.</p> <p>Bidders must include name and contact information of the client, and the delivery date; Canada reserves the right to call and confirm factual details.</p> <p>For each submitted vessel, include the following information as evidence of construction capability:</p> <ol style="list-style-type: none"> Length, beam, and draft; and, Three to five photographs showing the boat from various angles, either in the shop (completed) or on water. <p>For the purposes of this evaluation, the terms "similar size" and "similar type" are defined as follows:</p> <ul style="list-style-type: none"> The term "similar size" means: defined as a between 16' and 24' in length (LWL) The term "similar type" means: a flat bottom or shallow-vee barge, landing craft, or workboat with a welded aluminium hull, outboard motor, and console steering (either centre or side is acceptable). 	
M2	<p>Technical Information Package.—Bidder must submit a technical information package for the boat which the Bidder proposes to satisfy Canada’s requirement. Information provided in the drawings, or accompanying them, must show the following:</p> <ol style="list-style-type: none"> Boat configuration: <ol style="list-style-type: none"> proposed overall hull shape will meet requirements of TSOR section A2.2.1 <i>Form and Overall Dimensions</i> proposed length on waterline (LWL) will meet requirements of TSOR section A2.2.1 <i>Form and Overall Dimensions</i> proposed freeboard will meet requirements of TSOR section A2.2.1 <i>Form and Overall Dimensions</i> proposed size and location of console will meet requirements of TSOR section A2.2.3 <i>Console</i> Bidder must confirm that boat will have gunwale railing meeting requirements of TSOR section A2.4.1 <i>Hull Fittings</i> Bidder must confirm that boat will have retractable push-knees meeting requirements of TSOR section A2.4.1 <i>Hull Fittings</i> Bidder must confirm that boat will have a removable davit meeting requirements of TSOR section A2.4 <i>Pushing, Lifting, and Towing System</i> and four possible mounting locations for davit, meeting requirements of TSOR section A2.4.1 <i>Hull Fittings</i> Bidder must confirm that proposed boat will be capable of operating in shallow water, meeting requirements of TSOR section A2.5.1 <i>Outboard Engine</i>. Bidder must provide name and location of facility which would be able to service the proposed outboard engine (ref. TSOR section A2.5.1 <i>Outboard Engine</i>). <p>This will be assessed for pass/fail conformity with the appropriate TSOR Sections. All items must pass for bid to be compliant against this criterion.</p>	
M3	<p>Proposed Schedule.—Bidder must propose its preliminary project schedule in bar-chart format, indicating the sequence and the completion dates of the following milestones:</p> <ol style="list-style-type: none"> hull materials delivered to Contractor and sustained construction started; hull completed, but not closed in; all electrical equipment and components delivered to the Contractor and electrical work is 75% complete; PDF versions of all technical manuals delivered to the Technical Authority (which must be no less than 14 days before the planned delivery date); Trials required by TSOR section A2.10 <i>Trials</i>; 	

	<p>(f) boat, trailer, and all other deliverables listed in TSOR section A4 <i>Packaging, Shipping, and Delivery</i> delivered to Timiskaming Dam; and</p> <p>(g) the start and the end of the 12 month warranty period.</p>	
M4	<p>Subcontractors List.—Bidder must include a list, in the format of the attached Annex [redacted] of proposed subcontractors for supply of goods or provision of services, stating the name and address of each subcontractor, and a description of the goods or services to be supplied by each.</p>	
M5	<p>Contractor's Quality Management System.—Bidder must provide objective evidence that it has a Quality Assurance Program, which must be in place and implemented during the performance of the Work, and which addresses at minimum the quality control elements below. The objective evidence of such a system may be in the form of either</p> <ul style="list-style-type: none"> • a copy of the Bidder's Quality Assurance Manual which addresses these elements; or, • proof of registration with a recognized quality assurance organization whose system addresses the minimum requirements below. <p>The quality control elements in the Contractor's system must include, as a minimum:</p> <ul style="list-style-type: none"> • Measuring and Testing Equipment – including procedures for calibration and training staff in their use • Source quality control - procedures for inspecting materials and equipment as received from suppliers • In-Process Inspections - include description of in-house welding supervision • Final Inspections • Procedures for tracking and resolving identified Non Conformance issues and implementing Corrective Actions <p>Bidder facilities may be audited by Canada, or its authorized representative, before award of contract to ensure that a system is in place in accordance with the foregoing requirement.</p>	
M6	<p>Inspection and Test Plan (ITP).—Bidders must provide with their bid a sample of an inspection plan and testing procedures that will be used to verify, test and inspect all of the components and systems on the boat from initial construction to completion. The ITP must show:</p> <ol style="list-style-type: none"> (a) How the inspection will be conducted; (b) Who will perform the inspection and testing procedures; (c) That the inspection will be documented in a written report; (d) That tests, trials or demonstrations will occur and; (e) The process by which they will address and solve problems or delays during the performance of the Contract. 	

ANNEX “ ”

PAYMENT MILESONES

Milestone No.	Description	% of Contract Firm Amount
A	all hull materials delivered to Contractor and sustained construction started	15%
B	hull completed, Contractor’s submittal of material certificates and construction drawings found acceptable, and progress inspection made	25%
C	all electrical equipment and components delivered to the Contractor and electrical work is 75% complete, Contractor’s submittal of list of electrical equipment and supplies found acceptable, and progress inspection made	20%
D	all technical manuals delivered to the Technical Authority no less than 14 days before the planned delivery date, and found acceptable	10%
E	Contractor’s tests and trial and final sea trials	15%
F	Boat, trailer, and all other deliverables listed in TSOR section A4 <i>Packaging, Shipping, and Delivery</i> delivered to Timiskaming Dam	10%
G	end of the 12 month warranty period	5%