



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

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

See herein for bid submission
instructions/

Voir la présente pour les
instructions sur la présentation
d'une soumission

NA

British Columbia

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

Public Works and Government Services Canada - Pacific
Region

401 - 1230 Government Street

Victoria, B. C.

V8W 3X4

Title - Sujet 5.7-5.99m Aluminum Hardtop Boat	
Solicitation No. - N° de l'invitation F7044-190037/B	Date 2020-09-30
Client Reference No. - N° de référence du client F7044-190037	
GETS Reference No. - N° de référence de SEAG PW-\$XLV-166-8060	
File No. - N° de dossier XLV-9-42220 (166)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-10-16	Time Zone Fuseau horaire Pacific Daylight Saving Time PDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Castle, David G.	Buyer Id - Id de l'acheteur xlvl66
Telephone No. - N° de téléphone (250) 217-6555 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Fisheries and Oceans Canada See herein	

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

Solicitation No. - N° de l'invitation
F7044-190037/B
Client Ref. No. - N° de réf. du client
F7044-190037

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

Buyer ID - Id de l'acheteur
XLV166
CCC No./N° CCC - FMS No./N° VME

Reissue of Request for Proposals

This request for proposals (RFP) cancels and supersedes previous RFP number F7044-190037/A dated 2020-06-16 with a closing of 2020-08-12 at 02:00 PM PDT.

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications
- Part 6 Security
- 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, Subcontractors, the Insurance Requirements, Bidder Questions and Canada Responses, Mandatory Solicitation Deliverables Checklist, Technical Evaluation Criteria and any other annexes.

1.2 Summary

1.2.1 The Department of Fisheries and Oceans Canada has a requirement to purchase one (1) 5.7m to 5.99m Aluminum Hardtop Boat (NO TRAILER) built in accordance with the Technical Statement of Requirement (TSOR) - Annex "A" and Bidder Questions and Canada Responses – Annex "D".

The boat is to be delivered to:

Department of Fisheries and Oceans – Pacific Biological Studies
Nanaimo, BC

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.

1.4 Canadian Content

The requirement is subject to a preference for Canadian goods and/or services.

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.

2.1.1 Bid Validity Period

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

Delete: 60 days

Insert: 90 days

2.1.2 SACC Manual Clauses

A9125T - Valid Labour Agreement (2007-05-25)

B1000T - Condition of Material (2014-06-26)

2.2 Submission of Bids

Suppliers are required to submit bids electronically using the Canada Post epost Connect application for the subject bid solicitation.

****To use epost Connect to submit your bid, or to get more information on its use, please send an email to the Pacific Region Bid Receiving Unit's generic address at TPSGC.RPReceptiondessaoumissions-PRBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca**

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than three (3) 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 British Columbia.

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

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 5 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

- Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.
- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

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

- Section I: Technical Bid
- Section II: Financial Bid
- Section III: Certifications
- Section IV: Additional Information

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

3.2 Bid Submission Process

The bid submission processing for this solicitation will consist of a Mandatory Bid Submission and a follow on Supplementary Bid Submission as required.

The Mandatory Bid Submission as detailed in Article 3.2.1, must be submitted by the bidder on or before the bid closing date and time.

Bids will then be evaluated based on the delivery of all mandatory deliverables detailed in **ANNEX - F – BID PACKAGE CHECKLIST (BID)**. All responsive bidders will then be requested to provide additional bid

material in accordance with the Article 3.2.2 Supplementary Bid Submission Requirements within the time frame specified.

Once the supplementary bid submission period is complete, all responsive bids will be evaluated in accordance with **PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION**.

3.2.1 Mandatory Bid Submission Requirements

The following Mandatory Items must be provided with the bid on or before the bid closing date and time.

Section I – Technical Bid

In their technical bid, Bidders must demonstrate their understanding of the technical requirements contained in the technical statement of requirements, **ANNEX A - REQUIREMENT**, and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The Bidder must respond to the Mandatory Criteria indicated in **ANNEX - H- TECHNICAL MANDATORY CRITERIA** by placing an X beside each item they comply with, and filling out the declaration at the bottom of the document. The bidder must substantiate all sections labelled "**Mandatory Bid Submission**" at the time of bid closing. All substantiating information must be for the proposed vessel.

The bidder may be required to further substantiate their Technical Bid for sections labelled "**Supplementary Bid Submission**" by providing substantiating information and further clarification in accordance with section 3.2.2 Supplementary Bid Submission.

Section II: Management Bid

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

In their management bid, Bidders must indicate which one of the two supply paths indicated below it intends to follow in order to produce/manufacture a vessel which meets the requirements of **ANNEX A- REQUIREMENT**.

Supply Path 1: Off the Shelf Hull Form

"Off the Shelf Hull" means a hull form that meets the requirements of **ANNEX A** which the bidder already manufactures. The bidder must have used this hull form for a minimum of 2 non pleasure craft boats fabricated in the past 8 years and have issued related Hull Serial Numbers (HIN) for each boat.

The proposed hull form and scantlings must already meet the requirements of the Small Vessel Regulations and TP 1332.

The Bidder must submit at time of bid closing a completed **TABLE I-1** and all substantiating information required by **ANNEX I - SUPPLY PATH 1 – OFF THE SHELF BID DELIVERABLES (BID)** in accordance with the instructions in this annex. The Bidder must provide, at the time of bid closing, all substantiating information for sections labelled "**Mandatory Bid Submission**"

The Bidder may be required to further substantiate their Management bid for sections labelled "**Supplementary Bid Submission**", if requested by the Contracting Authority, by providing

substantiating information and further clarification in accordance with section 3.2.2 Supplementary Bid Submission.

Supply Path 2: Prototype Hull Form

"Prototype" means a hull form which the bidder has used for fewer than 2 non-pleasure craft boats in the past 8 years or that the bidder has only built for pleasure use. A Prototype will require the bidder to design and engineer a boat that is specifically for this solicitation and meets the requirements of the Small Vessel Regulations and TP 1332.

The Bidder must submit at time of bid closing a completed **TABLE J-1** and all substantiating information required by **ANNEX J – SUPPLY PATH 2 – PROTOTYPE BID DELIVERABLES** in accordance with the instructions in this annex. The Bidder must provide, at the time of bid closing, all substantiating information for sections labelled **"Mandatory Bid Submission"**

The Bidder may be required to further substantiate their Management bid for sections labelled **"Supplementary Bid Submission"**, if requested by the Contracting Authority, by providing substantiating information and further clarification in accordance with section 3.2.2 Supplementary Bid Submission.

Section III - Financial Bid

Bidders must submit their financial bid in accordance with **ANNEX E – DETAILED FINANCIAL PRESENTATION SHEET** at time of bid submission. Incomplete or missing financial information will result in the bid to be found non-compliant with no further considerations.

Section IV– Certifications

The Bidder must submit at time of bid closing, all certification indicated in section **5.1 Certifications Required with the bid**.

3.2.2 Supplementary Bid Submission

The following items are considered supplementary bid submission items. Supplementary bid items should be provided at time of bid closing. The Contracting Authority may request additional information for items identified in the bid deliverables as "Supplementary Bid Submission" from the bidder after the bid closing date and time.

The Contracting Authority must request all supplementary bid submission items in writing to bidders. The Bidders must provide supplementary bid submission materials to the Contracting Authority within 10 working days of the written request.

Section I – Technical Bid

Upon written request from the Contract Authority, the bidder must provide the supplementary bid submission items requested within the required number of working days indicated above. At the end of the period, the bids will be evaluated based on the information received by that deadline.

Only substantiating materials for items identified in **ANNEX – H – TECHNICAL MANDATORY CRITERIA** as Supplementary Bid Submission may be requested. No information regarding Mandatory Bid Submission items can be submitted after the bid closing date and time. Any information received that alters Mandatory Bid Submission items will be rejected, and not considered during the bid evaluation.

Section II – Management Bid

There are no Supplementary Bid Submission items associated with the Management Bid, bidders must meet the requirements of the Mandatory Bid Submission for this section on or before the bid closing date and time.

OR

Upon written request from the Contracting Authority, the bidder must provide requested supplementary bid submission items requested within the required number of working days indicated above. At the end of the period, the bids will be evaluated based on the information received by that deadline.

Only substantiating materials for items identified as Supplementary Bid Submission for the Supply Path chosen by the bidder may be requested. No information regarding Mandatory Bid Submission items can be submitted after the bid closing date and time. Any information received that alters Mandatory Bid Submission items will be rejected, and not considered during the bid evaluation.

Supplementary Bid Submission items are identified in:

ANNEX I - SUPPLY PATH 1 – OFF THE SHELF BID DELIVERABLES, and

ANNEX J – SUPPLY PATH 2 – PROTOTYPE BID DELIVERABLES

Section III – Financial Bid

There are no Supplementary Bid Submission items associated with the Financial Bid, bidders must meet the requirements of the Mandatory Bid Submission for this section on or before the bid closing date and time.

Section IV – Certification

Certification subject to the supplementary bid submission items are indicated in section **5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION.**

3.2.3 Bidder's Check List and Technical Confirmation

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

The Bid Package Checklist summarizes all requirements for the bid submission. Bidders must ensure they submit all items based on the Supply Path Chosen.

3.2.4 Exchange Rate Fluctuation (2013-11-06)

C3011T - Exchange Rate Fluctuation

3.2.5 Firm Price

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

3.2.6 Unscheduled Work

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

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

3.2.7 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete **ANNEX G - ELECTRONIC PAYMENT INSTRUMENTS**, to identify which ones are accepted.

If **ANNEX G - ELECTRONIC PAYMENT INSTRUMENTS** is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1. Mandatory Technical Criteria

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

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

4.1.2 Mandatory Financial Criteria

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

4.2 Basis of Selection

4.2.1 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.

The Mandatory Solicitation Deliverables required with any bid are described in the Annex "F" Bid Deliverables Checklist.

PART 5 – CERTIFICATIONS

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.1.2 Manufacturer Identification Code (MIC)

The bidder must submit with their bid, documentation from either Transport Canada (TC) or the United States Coast Guard (USCG) which officially indicates the issuance of the bidders registered MIC. This must be in the form of an authorized Transport Canada form 80-008E Request for a manufacturer Identification Code, or USCG equivalent.

5.1.3 Hull Serial Numbers Used in past 2 Years

The bidder must submit with their bid, no matter which supply path option is chosen, a minimum of 5 Hull Serial Numbers (HIN) issued by the bidder in the past 2 years. The submission of each HIN must also include the length and breadth of the vessel, hull type, and delivery location.

This must be demonstrated by the submission of the following:

- (a) Annual Production Report – TC form 80-0010E (or equivalent),
- (b) Minimum of 5 Small Vessel Declaration of Conformity – TC form 80-009E (or equivalent), and
- (c) Copies of the Compliance Notices for each of the vessels indicated in (b).

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

- a. CSA W47.1 (current version), Certification of Companies for Fusion Welding of Steel - Division 2
- b. CSA W47.2 (current version), Certification of Companies for Fusion Welding of Aluminum – Division 2

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

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

There is no security requirement applicable to this contract.

6.2 Financial Capability

A9033T - Financial Capability (2012-07-06)

6.3 Insurance - Proof of Availability Prior to Contract Award

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

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

PART 7 - Resulting Contract Clauses

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

7.1 Requirement

The Department of Fisheries and Oceans Canada has a requirement to purchase one (1) 5.7 to 5.99m Aluminum Hard Top Boat built in accordance with the Technical Statement of Requirement (TSOR) - Annex "A" and Bidder Questions and Canada Responses – Annex "D".

The boats are to be delivered to: DFO – Nanaimo, BC

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.

7.2.2.1 Conduct of Work.

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

7.2.2.2 Warranty.

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

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

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

7.3 Security Requirements

7.3.1 There is no security requirement applicable to the Contract.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the contract is from date of contract award to **OCT 16, 2021** (365 days later) inclusive.

7.4.2 Delivery Date

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

7.4.3 Delivery Points

Delivery of the requirement will be made to:

DFO – Nanaimo, BC

7.4.4 Shipping Instructions - Delivered at Destination

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

Delivered Duty Paid (DDP) delivery destination per 7.4.3, Incoterms 2000 for shipments from a commercial contractor.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Dave Castle
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Pacific Marine
Address: 401, 1230 Government St. Victoria, BC.

Telephone: 250-217-6555
E-mail address: david.castle@pwgsc.gc.ca

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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 Project Authority

7.5.3 Technical Authority

The Technical Authority for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - ____

Facsimile: ____ - ____ - ____

E-mail: _____.

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

7.5.4 Inspection Authority *(if applicable)*

The Inspection Authority for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - ____

Facsimile: ____ - ____ - ____

E-mail: _____.

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

7.5.5 Contractor's Representative

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
E-mail: _____.

7.6 Payment

7.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ _____. ([insert the amount at contract award](#)). Customs duties and Applicable Taxes are extra, if applicable.

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

7.6.2 Payment for Fuels, Oils and Lubricants

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

7.6.3 Field Engineering and Supervisory Services

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

7.6.4 Limitation of Price

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

7.6.5 Milestone Payment -Subject to Holdback

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract, up to [90](#) percent of the amount claimed and approved by Canada if:

- (a) an accurate and complete claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) the total amount for all milestone payments paid by Canada does not exceed [90](#) percent of the total amount to be paid under the Contract;
- (c) all the certificates appearing on form [PWGSC-TPSGC 1111](#) have been signed by the respective authorized representatives;
- (d) all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.

The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of the item if the Work has been accepted by Canada and a final claim for the payment is submitted.

7.6.6 Schedule of Milestones

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

Milestone No:	Description and Deliverables	Firm Amount (\$)
A	Hull materials delivered to Contractor and sustained construction commenced	32% of the Firm Unit Price (TBD at contract award
B	Boat, trailer and technical manuals delivered at destination and accepted by Canada	65% of the Firm Unit Price (TBD at contract award
C	End of the initial 3 month warranty period.	3% of the Firm Unit Price (TBD at contract award

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

Milestone A: A payment after the delivery of hull materials at the Contractor manufacturing facility with material price support provided to the Contracting Authority and the commencement of sustained construction.

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

Milestone C: A payment for completion of the initial 3 month Holdback warranty period. For the remaining 12 months of the vessel hull and welding warranty, no holdback will be retained.

7.6.7 Outstanding Work Holdback

After formal acceptance of the vessel, a holdback of twice the estimated value of outstanding work and deficiencies will be held until completion of the Work.

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

The outstanding work holdback is in addition to the amount held under milestone C.

7.7 Invoicing Instructions - Progress Payment Claim - Supporting Documentation required

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

1. 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. Each claim must be supported by:
- (a) a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses;
 - (b) a copy of the monthly progress report
3. Applicable taxes, as applicable, must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no applicable taxes payable as it was claimed and payable under the previous claims for progress payments.
4. 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.
5. The Contractor must not submit claims until all work identified in the claim is completed.

7.7.1 Electronic Payment of Invoices – Contract (if Applicable)

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

- (a) Direct Deposit (Domestic and International);
- (b) Electronic Data Interchange (EDI);
- (c) wire transfers

7.8 Work Acceptance

7.8.1 Inspection

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.

7.8.2 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.

7.8.3 Outstanding Work Items

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,

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.

7.9 Procedures for Design Change/Deviations

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

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

7.10 Certifications and Additional Information

7.10.1 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.

7.10.2 Welding - Contract

The Contractor must ensure that welding is performed by a welder certified by the Canadian Welding Bureau (CWB) for the following Canadian Standards Association (CSA) standard(s):

- (a) CSA W47.1 (Current Version), Certification of Companies for Fusion Welding of Steel – Division 2.

-
- (b) CSA W47.2 (current version), Certification of Companies for Fusion Welding of Aluminum – Division 2.

In addition, welding must be done in accordance with the requirements of CT-043-EQ-EG-001-E - Canadian Coast Guard Welding Specification and the applicable drawings and specifications.

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.

7.10.3 Workers Compensation

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

7.11 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.)

7.12 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.

- i. the Articles of Agreement;
- ii. the supplemental general conditions 1028, (2020-05-28), Ship Construction Firm Price;
- iii. the general conditions 2030, (2020-05-28), Goods (Higher Complexity);
- iv. Annex A, Requirement
- v. Annex B, Basis of Payment;
- vi. Annex C, Bidder Questions and Canada Responses;
- vii. Annex D, Subcontractors; AND
- viii. the Contractor's bid dated__.

7.13 Trade Qualifications

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

7.14 Quality Management Systems

The Contractor must have in place a Quality Assurance Program approved by the Inspection Authority during the performance of the Work which addresses the quality control elements below.

- (a) The quality control elements must include, as a minimum:

-
- (b) Quality Assurance Manual or Quality Assurance Program Descriptions
 - (c) Inspection and Test Plan
 - (d) Final Inspection
 - (e) Quality Records

7.15 Post Contract Award/Pre-Production Meeting

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

7.16 Project Schedule

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**.

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

- (a) hull materials delivered to Contractor and sustained construction commenced;
- (b) hull and deck completed, but not closed in to allow for full inspection of the structure and welding. The Contractor must supply a hard copy of the material certificates and construction drawings to the Technical/Inspection Authority one week prior to inspection by the Technical/Inspection Authority;
- (c) outfitting/electrical 75% complete but all equipment and components delivered to the Contractor and available for full inspection. The Contractor must supply a hard copy of the list of equipment and electrical supplies to the Technical/Inspection Authority one week prior to inspection by the Technical/Inspection Authority;
- (d) technical manuals delivered to Canada for approval (no less than 14 days prior to the planned delivery date);
- (e) Contractor's tests and trial and final sea trials required by the TSOR;
- (f) boat and trailer delivered to Canada for approval;

Note: Technical Manuals will not be returned once approved.

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

7.17 Progress Report

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

The progress report must contain 2 Parts:

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

- is the project on schedule?
- is the project within budget?
- 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.

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:

- 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.
- an explanation of any variation from the schedule.

7.18 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.

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

- (a) Progress to date;
- (b) Variation from planned progress and the corrective action to be taken during the next reporting period;
- (c) 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);
- (d) Proposed changes to the schedule;
- (e) Progress on action items, problems or special issues;
- (f) Deliverables submitted prior to PRM;
- (g) Milestones (technical and financial);
- (h) Activities planned for the next reporting period;
- (i) Status of any change notifications and requests;
- (j) Any changes to the PMP; and
- (k) Other business as mutually agreed to by CANADA and the Contractor.

7.19 SACC Manual clauses

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

7.20 Manuals

At the time of delivery of each boat, the Contractor must obtain and deliver to the Technical Authority for approval all Data Books, Operating Instruction Books, Maintenance Manuals and Spare Parts Lists (including part numbers and ordering instructions) for all machinery and equipment fitted on the Vessel as required. Once approved by the TA, the Contractor will provide 2 complete copies in accordance with and as specified in the TSOR.

Where manuals are examined by Canada, such examination does not relieve the Contractor of any responsibility under the Contract for ensuring the correctness of all details and adequacy of performance of the Vessel, nor does it obligate Canada to accept, in part or in whole, an item of Work completed in accordance with such manual, nor does it mean such an item of Work meets the requirements of the TSOR.

7.21 Insurance Requirements

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

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.

The Contractor must forward to the Contracting Authority within **10 working days** after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.21.1 Commercial General Liability Insurance

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.

1. The Commercial General Liability policy must include the following:
 - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply

to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

- (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
- (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- (j) Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
- (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- (l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor. *(if applicable)*
- (m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles. *(if applicable)*
- (n) Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought

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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.

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ANNEX “A”

TECHNICAL STATEMENT OF REQUIREMENT (TSOR)

Please contact Dave Castle at David.Castle@pwgsc.gc.ca for a copy of the TSOR.

ANNEX B - BASIS OF PAYMENT (CONTRACT) – DON'T USE. COMPLETE ANNEX E

B-1 Proposed Work Location:

Contractor's Facility _____

B-2 Contract Price

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

Item	Description	Quantities	Firm Unit Price
a.	Known Work –(boat) <i>In accordance with Annex A - Requirement and Annex C - Bidders Questions and Canada's Responses</i>	1	\$ _____
b.	Shipping and Delivery (1 Boat) Incoterms 2000 DDP to: <i>In accordance with section 7.4.3</i>		\$ _____
c.	PRICE [a + b] For a Firm PRICE of:		\$ _____
d.			\$ _____

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

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

\$_____per hour, Applicable taxes extra,

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

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

Overtime

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

The Overtime Rates are as follows:

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

Double Time Rate: \$_____/ per person hour

Overtime shall be calculated and paid as follows:

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

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

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

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

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

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

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ANNEX “C”

SUBCONTRACTORS

Specification Item	Description of Goods/Services (Incl. Make, Model Number as applicable)	Name of Supplier	Address of Supplier

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ANNEX “D”

BIDDER QUESTIONS AND CANADA RESPONSES

ANNEX E - DETAILED FINANCIAL BID PRESENTATION SHEET (BID)

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

Item	Description	Quantities	Extended Firm Price
a.	Known Work –(boat) In accordance with Part 7, article 7.1 and Annex A - Requirement and Annex D - Bidders Questions and Canada's Responses	1	\$ _____
b.	Shipping and Delivery (Boat) Incoterms 2000 DDP to destination in 7.4.3 Destination Sidney, BC	1	\$ _____
c.	Unscheduled Work (for evaluation) <i>Labour Cost:</i> Estimated labour hours at a firm <i>Charge-out Labor Rate</i> , including overhead and profit: 50 person hours X \$____ (E-1 Charge-Out Rate) per hour See articles E-1 below.	50	\$ _____
d.	EVALUATION PRICE [a + b + c] For an EVALUATION PRICE of: (customs duties are included and applicable taxes are excluded)		\$ _____

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

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

\$_____per hour, GST/HST extra,

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

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

E-2 Overtime

Overtime shall not be paid unless both the additional Work and the amount of overtime are authorized in writing by the Contracting Authority.

The Overtime Rates are as follows:

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

Double Time Rate: \$____/ per person hour

Overtime shall be calculated and paid as follows:

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

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

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

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

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

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

ANNEX F - BID PACKAGE CHECKLIST (BID)

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

Table F-1 Bidder's Bid Package Check List

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

M: Mandatory with the bid.

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

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

No.	Solicitation Reference	Solicitation Reference	Description	Period	Document provided
1	Front Page	Front Page	Request for Proposal document part 1 page 1 completed and signed;	M	<input type="checkbox"/>
2	Part 3	3.2.1	Section I- Technical Bid – Mandatory Bid Submission Items	M	<input type="checkbox"/>
3	Part 3	ANNEX H	TECHNICAL MANDATORY CRITERIA – Bidder indication of compliance, and signed bidders declaration	M	<input type="checkbox"/>
4	Part 3	3.2.1	Section II – Management Bid – Mandatory Bid Submission Items	M	<input type="checkbox"/>
5	Part 3	3.2.2, ANNEX I or J	Completed Table I-1 or Table J-1 for indicated supply path. All Mandatory Bid Submission Items indicated and provided.	M	<input type="checkbox"/>
6	Part 3	3.4	Section III - Financial Bid - Annex E- Detailed Financial Bid Presentation Sheet	M	<input type="checkbox"/>
7	Part 5	5.1.1	Integrity Provisions - Declaration of Convicted Offences – If Applicable	M	<input type="checkbox"/>
8	Part 5	5.1.2	Manufacturer Identification Code (MIC)	M	<input type="checkbox"/>
9	Part 5	5.1.3	Hull Serial Numbers Used in past 2 Years: (a) Annual Production Report – TC form 80-0010E (or equivalent), (b) Minimum of 5 Small Vessel Declaration of Conformity – TC form 80-009E (or equivalent), and (c) Copies of the Compliance Notices for each of the vessels indicated in (b).	M	<input type="checkbox"/>
10	Annex F	Annex F	Bid Package Checklist	M	<input type="checkbox"/>

	Part 3	3.3.2	Section I- Technical Bid – Supplementary Bid Submission Items ANNEX H - TECHNICAL MANDATORY CRITERIA - Supplementary Bid Submission Items	5/10 working days	<input type="checkbox"/>
	Part 3	3.3.2	Section II – Management Bid – Supplementary Bid Submission Items	5/10 working days	<input type="checkbox"/>
		ANNEX I or ANNEX J	Completed Table I-1 or Table J-1 for indicated supply path. All Supplementary Bid Submission Items indicated and provided.	5/10 working days	<input type="checkbox"/>
	Part 2	2.4	Applicable laws	5/10 working days	<input type="checkbox"/>
	Part 7	7.5.3	Contractor representative	5/10 working days	<input type="checkbox"/>
	Part 6	6.3	Insurance requirement	5/10 working days	<input type="checkbox"/>
	Part 5	5.2.3.1	Worker Compensation Certificate	5/10 working days	<input type="checkbox"/>
	Part 5	5.2.3.2	Welding certification - Bid	5/10 working days	<input type="checkbox"/>

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F7044-190037/B
Client Ref. No. - N° de réf. du client
F7044-190037

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

Buyer ID - Id de l'acheteur
XLV166
CCC No./N° CCC - FMS No./N° VME

ANNEX G - ELECTRONIC PAYMENT INSTRUMENTS (BID)

As indicated in Part 3, clause 3.1.2, the Bidder may identify which electronic payment instruments they are willing to accept for payment of invoices.

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

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

ANNEX “H”

TECHNICAL EVALUATION CRITERIA

The Bidder must submit the following table in accordance with 3.2 Bid Submission Process.

Bidders must indicate in the “BIDDER Indication of Compliance” column their intent to meet requirements as indicated and as found in ANNEX A - REQUIREMENT.

The Bidder must submit with their bid clear substantiating documentation for all sections indicated as “Mandatory Bid Submission”, and should submit with their bid substantiating documentation for sections indicated as “Supplementary Bid Submission”.

The Bidder should indicate where in their bid the substantiating information can be found in the column labelled “Substantiating information location in bid”.

SMALL VESSEL - TECHNICAL EVALUATION CRITERIA				
1.	REGULATIONS (Mandatory Bid Submission)	BIDDER Indication of compliance	Technical Authority Pass/Fail	Substantiating information location in bid
1.1	Bidder guarantees that they intend to build the vessel in accordance with the following Regulations			
	TP 1332 - Construction Standards for Small Vessels			
	ABYC “E” Electrical Standard			

	CSA C22.2 No. 183.2-M1983 - Standards for DC Electrical Installations on Boats					
	CSA W47.2 – M1987 Aluminum Welding					
	CT-043-EQ-EG-001-E - Canadian Coast Guard Welding Specification					
1.2	Bidder will build vessel to operate safely and efficiently in accordance with the defined ISO Design Category.	BIDDER Indication of compliance	Technical Authority Pass/Fail	Substantiating information location in bid		
	Design Category "C"					
2.	VESSEL PARTICULARS (Mandatory Bid Submission) Bidder must provide Construction drawings, drawings of systems, and material lists to substantiate bidder's indication of compliance.	BIDDER Indication of compliance	Technical Authority Pass/Fail	Substantiating information location in bid		
2.1	The proposed vessel is in accordance with the following parameters	<u>Min</u>	<u>Max</u>			
	4.1 Length:	5.7m	5.99m			
	Breadth:	2.5m	2.6m			
Spec section	Hull depth:	<1m				

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Spec Section									
	3.1	Maximum speed not less than 22 knots. Steer and maneuver effectively on any heading at 3 knots in calm water and wind of 16 knots.							
	3.2	Speed of 20 knots @ 5 Beaufort Wind Scale Condition	20kn	22kn					
		Operation in Air Temperatures between:	-5c	+30c					
		Operation in Water Temperatures between:	0c	+20c					
		Operate safely with wave heights between:		2 m					
		Operate safely with wind speeds between:	22kn	27kn					
	3.4	Beaching: As specified in TSOR - sand/gravel		5 knots					

3.0	CONSTRUCTION (Supplementary Bid Submission)		BIDDER Indication of compliance	Technical Authority Pass/Fail	Substantiating information location in bid
	TSOR Ref.	The proposed vessel will be constructed to meet the following requirements as defined in the TSOR. Bidder should provide Construction drawings, drawings of systems, and material lists to substantiate bidder's indication of compliance.			
	3.0	Operational Requirements			
	4.0	Vessel Configuration (Displacement, Hull and GA)			
	5.0	Structure – Hull/Deck Materials & Welding			
	6.0	Hull Outfit – Interior & Exterior, Windows, Controls Mooring and Deck Equipment. Lifesaving Equip.			
	7.0	Propulsion and Mechanical Systems – Engines, Gauges, Fuel tanks & Bilges. Engine is GSM.			
	8.0	Electrical and Electronic – Lighting, Navigational Equipment			
	9.0	Painting and Corrosion Protection – Underwater and Anodes			
	10.0	Tests and Trials – tests, stability – reports.			
	11.0	Documentation – National Asset Codes, Builders Plate, Prelim Data pack. FINAL PACKAGE			
	12.0	Shipping and Delivery			
	13.0	Warranty and Service Provisions – spare parts			

	14.0	Trailer – NOT REQUIRED				
	App. A	Small Craft/Vessel Tests and Trials Sheet				
	App. B	Final Deliverable Data Package				

G.1 Bidders Declaration

I, _____ (Name), certify that in all locations under “BIDDER Indication of Compliance” where I have placed an initial, “X”, or any other indication of compliance, that _____ (Company) will conduct the work in accordance with the indicated requirements for that item, and in accordance with ANNEX A – REQUIREMENT.

I understand that should the bid proposal including any substantiating information; or should any supplementary information delivered during the bid process, contradict any of the requirements of ANNEX A – REQUIREMENT that the bid may be found unresponsive.

(Name – Printed)

(Signature)

(Date)

ANNEX I - SUPPY PATH 1 – OFF THE SHELF BID DELIVERABLES (BID)

TABLE I-1

No.	Solicitation Reference	Solicitation Reference	Description	Period	Document provided	Technical Authority Pass/Fail
I1	ANNEX I	I.1	Vessel Construction Experience - Detailed information of a minimum of 2 boats built within the last 8 years. Prototype hulls will not be considered as fulfilling this requirement.	M	<input type="checkbox"/>	
I2	ANNEX I	I.2	Marine Drafting and Engineering Capacity - provide objective evidence in the form of a statement, signed by an authorized representative of the Bidder	M	<input type="checkbox"/>	
I3	ANNEX I	I.3	Project Schedule - preliminary project schedule, in MS Project or equivalent which meets requirements of I.4	M	<input type="checkbox"/>	
I4	ANNEX I	I.4	Preliminary Drawings – As indicated in I.5	M	<input type="checkbox"/>	
I5	ANNEX I	I.5	Contractor Quality Management System - objective evidence which addresses the elements or Proof of registration with a recognized quality assurance organization which addresses the elements	48 hrs.	<input type="checkbox"/>	
I6	ANNEX I	I.6	List of Subcontractors – ANNEX D – filled out and submitted with bid	48 hrs.	<input type="checkbox"/>	

I.1 Vessel Construction Experience (Mandatory Bid Submission)

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

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

I.2 Marine Drafting and Engineering Capacity (Mandatory Bid Submission)

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

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

I.3 Project Schedule (Mandatory Bid Submission)

As part of its technical bid, the Bidder must propose its preliminary project schedule, in MS Project or equivalent. The Bidder must provide a preliminary project schedule, in MS Project format or equivalent, indicating the sequence and the completion dates of project milestones, deliverables, and project tasks based on a contract award as "day 0." The project schedule should include the Bidder's work breakdown structure, the scheduling of main activities and milestone events and any potential problem areas involved in completing the Work.

The Bidder's schedule must also provide a target date for each of the following significant events for each boat as applicable:

- a. hull materials delivered to Contractor and sustained construction commenced;
- b. hull and deck completed, but not closed in to allow for full inspection of the structure and welding. The Contractor will be required to supply a hard copy of the material certificates and construction drawings to the Technical/Inspection Authority one week prior to inspection by the Technical/Inspection Authority;

- c. outfitting/electrical 75% complete but all equipment and components delivered to the Contractor and available for full inspection. The Contractor will be required to supply a hard copy of the list of equipment and electrical supplies to the Technical/Inspection Authority one week prior to inspection by the Technical/Inspection Authority;
- d. technical manuals delivered to Canada for approval (no less than 14 days prior to the planned delivery date);
- e. Contractor's tests and trial and final sea trials required by the TSOR;
- f. boat and trailer delivered to Canada for approval; and
- g. the start and the end of the 12 month warranty period.

Note: Technical Manuals will not be returned once approved.

I.4 Preliminary Drawings (Mandatory Bid Submission)

The following documents must be included with the Bid:

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

I.5 Contractor Quality Management System (Supplementary Bid Submission)

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

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

The quality control elements must include, as a minimum:

- (a) Management Representative
- (b) Quality Assurance Manual
- (c) Quality Assurance Program
- (d) Descriptions Quality Reporting Organization Documentation
- (e) Measuring and Testing
- (f) Equipment Procurement

- (g) Inspection and Test Plan
- (h) Incoming Inspection
- (i) In-Process Inspection
- (j) Final Inspection Special Processes Quality Records
- (k) Non Conformance
- (l) Corrective Action

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

I.6 Subcontractors (Supplementary Bid Submission)

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

ANNEX J - SUPPLY PATH 2 – PROTOTYPE BID DELIVERABLES (BID)

TABLE J-1

No.	Solicitation Reference	Solicitation Reference	Description	Period	Document provided	Technical Authority Pass/Fail
J1	ANNEX J	J.1	Vessel Construction Experience Objective evidence that it has a proven capability in the construction of vessels of the size, type and complexity which is the subject of this solicitation. And; A detailed description of the rules and standards utilized for their design submission and how the design will meet TP1332 related to stability, ABYC and the construction scantlings.	M	<input type="checkbox"/>	
J2	ANNEX K	J.2	Vessel Design certified (stamped) by a marine engineering firm and preliminary drawings	M	<input type="checkbox"/>	
J3	ANNEX J	J.3	Supporting calculations Calculations and test documents proving the design achieves the	M	<input type="checkbox"/>	

				requirements identified in ANNEX A - REQUIREMENT.			
J4	ANNEX J	J.4		Marine Drafting and Engineering Capacity - provide objective evidence in the form of a statement, signed by an authorized representative of the Bidder	M	<input type="checkbox"/>	

No.	Solicitation Reference	Solicitation Reference	Description	Period	Document provided	Technical Authority Pass/Fail
J5	ANNEX K	J.6	Project Schedule - preliminary project schedule, in MS Project or equivalent which meets requirements of J.6	M	<input type="checkbox"/>	
J6	ANNEX J	J.5	Contractor Quality Management System - objective evidence which addresses the elements or Proof of registration with a recognized quality assurance organization which addresses the elements	48 hrs.	<input type="checkbox"/>	
J7	ANNEX K	J.7	List of Subcontractors – ANNEX D – filled out and submitted with bid	48 hrs.	<input type="checkbox"/>	

J.1 Vessel Construction Experience (Mandatory Bid Submission)

The Bidder must provide objective evidence that it has a proven capability in the construction of vessels of the size, type and complexity which is the subject of this solicitation.

The proposed vessel must be constructed/manufactured in accordance with the recommended practices and standards for the type of vessel and must be built according to rules and standards such as:

- a) the Nordic Boat Standard (for commercial vessels less than 15 m),
- b) the International Organization for Standardization (ISO),
- c) a classification society such:
 - the American Bureau of Shipping (ABS),
 - Lloyd's Register of Shipping (LRS),
 - Bureau Veritas (BV),
 - Det Norske Veritas (DNV) or
 - Germanischer Lloyd (GL).

The vessel design, construction, manifesting results must comply with the TP 1332 – Construction Standards for Small vessels latest editions and the vessel be registered under the Transport Canada Marine Safety-Small Vessel Compliance Program (SVCP). Bidder must provide a detailed description of the rules and standards utilized for their design submission and how the design will meet TP1332 related to stability, ABYC and the construction scantlings.

J.2 Vessel Design (Mandatory Bid Submission)

The vessel design must be provided with the bid and certified (stamped) by a marine engineering firm, qualified person or engineer confirming the design meets the above section **K.1 a), or b) or c)**

The design must include the following preliminary drawings:

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

J.3 Supporting calculations (Mandatory Bid Submission)

The design must be supported by calculations and test documents proving the design achieves the requirements identified in **ANNEX A - REQUIREMENT**. Bidder must provide detailed calculations specific to the rules and standards utilized for the specific design submission and how the design will meet TP1332 standards related to stability, ABYC and the construction scantlings.

J.4 Marine Drafting and Engineering Capability (Mandatory Bid Submission)

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

- a) In-house capabilities for marine drafting and engineering or
- b) Has a written commitment from a supplier to provide marine drafting and engineering services for the duration of the Contract.

The supplier must have previous marine drafting and engineering experience and capabilities from vessel construction projects similar in size, type and complexity to the subject solicitation.

J.5 Project Schedule (Mandatory Bid Submission)

As part of its technical bid, the Bidder must propose its preliminary project schedule, in MS Project or equivalent. The Bidder must provide a preliminary project schedule, indicating the sequence and the completion dates of project milestones, deliverables, and project tasks based on a contract award as "day 0." The project schedule should include the Bidder's work breakdown structure, the scheduling of main activities and milestone events and any potential problem areas involved in completing the Work.

The Bidder's schedule must also provide a target date for each of the following significant events for each boat as applicable:

- a. Design validation, maximum 20 calendar days.
- b. Hull materials delivered to Contractor and sustained construction commenced;
- c. Hull and deck completed, but not closed in to allow for full inspection of the structure and welding. The Contractor will be required to supply a hard copy of the material certificates and construction drawings to the Technical/Inspection Authority one week prior to inspection by the Technical/Inspection Authority;
- d. Outfitting/electrical 75% complete but all equipment and components delivered to the Contractor and available for full inspection. The Contractor will be required to supply a hard copy of the list of equipment and electrical supplies to the Technical/Inspection Authority one week prior to inspection by the Technical/Inspection Authority;
- e. Technical manuals delivered to Canada for approval (no less than 14 days prior to the planned delivery date);
- f. Contractor's tests and trial and final sea trials required by the TSOR;
- g. Boat and trailer delivered to Canada for approval; and
- h. The start and the end of the 12 month warranty period.

Note: Technical Manuals will not be returned once approved.

J.6 Contractor Quality Management System (Supplementary Bid Submission)

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

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

The quality control elements must include, as a minimum:

1. Quality Assurance Manual or Quality Assurance Program Descriptions
2. Inspection and Test Plan
3. Final Inspection
4. Quality Records

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

The Contractor will be required to submit completed quality assurance documentation with each claim for payment, as applicable.

J.7 Subcontractors (Supplementary Bid Submission)

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

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