



RETURN BIDS TO:

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- PWGSC

Voir dans le document/
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NA

Québec

NA

**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

Title - Sujet WELDED ALUMINUM BOAT	
Solicitation No. - N° de l'invitation K2C55-221078/B	Date 2022-05-19
Client Reference No. - N° de référence du client K2C55-22-1078	
GETS Reference No. - N° de référence de SEAG PW-\$QCL-042-18320	
File No. - N° de dossier QCL-1-44173 (042)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2022-05-31 Heure Avancée de l'Est HAE	
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: Hamel, Jonathan	Buyer Id - Id de l'acheteur qc1042
Telephone No. - N° de téléphone (438) 401-1381 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: MINISTERE DE L'ENVIRONNEMENT Jean-Francois Rail 801-1550, AVENUE D'ESTIMAUVILLE QUEBEC Québec G1J0C3 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

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

Issuing Office - Bureau de distribution

TPSGC/PWGSC
601-1550, Avenue d'Estimauville
Québec
Québec
G1J 0C7

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

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File No. - N° du dossier
QCL-1-44173

Buyer ID - Id de l'acheteur
QCL042
CCC No./N° CCC - FMS No./N° VME

This bid solicitation cancels and supersedes previous bid solicitation number K2C55-221078/A dated 2022-04-14 with a closing of 2022-05-10 at 14:00H EDT. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include the Technical Statement of Work, the Basis of Payment, Subcontractors and any other annexes.

1.2 Summary

1.2.1 The Canadian Wildlife Service (Environment and climate change Canada, Quebec Region), wishes to acquire a rigid hull boat, 6.7 to 7.3 metres long (22 to 24 feet), in accordance with Transport Canada Marine Safety standard TP-1332 (Construction Standards for Small Vessels), as well as the *Canada Shipping Act*, mainly for the transportation of material, and the capture and banding of seabirds and seaducks, in marine environments of the Estuary and Gulf of the St. Lawrence River (east of Quebec City).

The boat(s) are to be delivered to the following address:

Environment and climate change Canada / Warehouse
915 Philippe Paradis Street
G1N 4E5
Quebec, QC

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

1.2.3 This bid solicitation allows bidders to use the 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. Bids submitted by facsimile are accepted.

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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.

2.1.1 SACC Manual Clauses

[B1000T](#) (2014-06-26), Condition of Material – Bid

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 Canada Post Corporation's (CPC) Connect service for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.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 a CPC Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through a CPC Connect message if the bidder is using its own licensing agreement for CPC Connect service.

2.2.2 Facsimile number: 418-566-6168

2.2.3 Paper submissions to PWGSC will not be accepted.

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- (a) an individual;
- (b) an individual who has incorporated;
- (c) a partnership made of former public servants; or
- (d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"*lump sum payment period*" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"*pension*" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defense Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- (a) name of former public servant;
- (b) date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

If so, the Bidder must provide the following information:

- (a) name of former public servant;
- (b) conditions of the lump sum payment incentive;

- (c) date of termination of employment;
- (d) amount of lump sum payment;
- (e) rate of pay on which lump sum payment is based;
- (f) period of lump sum payment including start date, end date and number of weeks;
- (g) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that can be paid to a former public servant who has received a lump sum payment is limited to \$5,000, including applicable taxes.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than two (2) calendar days before the bid closing date at the following email address: Jonathan.hamel@tpsgc-pwgsc.gc.ca. 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.

2.5 Applicable Laws

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

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.

2.6 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 (2) two days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.7 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
- Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

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 CPC Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

Canada requests that the Bidder submits its bid in separately bound sections as follows:

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

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

3.2 Section I: Technical Bid

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

In addition to providing the above requested information/documentation, Bidders must provide all documentation as requested in the following articles 3.2.1, 3.2.2 and 3.2.3

3.2.1 Preliminary Project Schedule

1. 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.
2. 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 Statement of work;
- (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.

3.2.2 Preliminary Drawings

The following must be included with the Bids:

- (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.

3.2.3 Subcontractors

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

3.3 Section II: Financial Bid

3.3.1 Bidders must submit their financial bid in accordance with the Attachment 2 to Part 3 – Financial Bid presentation sheet.

The total amount of Applicable Taxes must be shown separately.

3.3.2 Exchange Rate Fluctuation

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

3.3.3 Unscheduled Work

Bidders must provide the information requested in the Attachment 2 to Part 3, 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.

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3.5 Electronic payment of invoices – bid

If you are willing to accept the payment of invoices using electronic payment instruments, complete Attachment 1 to part 3 to the bid solicitation - Electronic Payment Instruments to identify which ones are accepted.

If Attachment 1 to part 3 to the bid solicitation - Electronic Payment Instruments has not been completed, then it will be agreed that payment of invoices using electronic payment instruments will not be accepted.

The acceptance of electronic payment instruments will not be considered as an evaluation criterion.

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ATTACHMENT 1 TO PART 3 OF THE REQUEST FOR PROPOSALS

ELECTRONIC PAYMENT INSTRUMENTS

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

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

ATTACHMENT 2 TO PART 3 OF THE REQUEST FOR PROPOSALS

FINANCIAL BID PRESENTATION SHEET

1. Bidders must indicate the following items, their unit bid price, excluding taxes.

Item	Description	Unit Price (CAD\$)	Quantity	Total Price (CAD\$)
1	Rigid hull boat, 6.7 to 7.3 metres long (22 to 24 feet), built in accordance with Annex A	\$		\$
2	Delivery of RHIB/IB/Non-RHIB AB to Environment and climate change Canada / Warehouse 915 Philippe Paradis Street G1N 4E5 Quebec, QC	\$		\$
Total rigid hull boat, 6.7 to 7.3 meters long (22 to 24 feet), excluding taxes				\$

Unscheduled Work Rates

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

Bidders must provide the following rates:

- 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.

- 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

- 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.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) The evaluation team will determine first if there are two or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

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 at Annex A 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 Financial Evaluation

SACC Manual Clause [A0222T \(2014-06-26\)](#), Evaluation of Price - Canadian / Foreign Bidders

4.1.2.1 Mandatory Financial Criteria

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

4.2 Basis of Selection

4.2.1 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 Attachment 1 to Part 4 - Mandatory Solicitation Deliverables Checklist

ATTACHMENT 1 TO PART 4 OF THE BID SOLICITATION

MANDATORY SOLICITATION DELIVERABLES CHECKLIST

Item #	Deliverables	Reference to applicable page and paragraph of proposal
1	A Technical Bid that includes a statement of compliance to the TSOR Annex A as per RFP Part 3.2 - Section I. Technical Bid. The statement of compliance must for each individual task: <ul style="list-style-type: none"> - Confirm that the bidder understands the requirement; - That the bidder will perform the work as required and; - Provide necessary information to demonstrate how the bidder intends to perform the work 	
2	RFP Part 3 – Section 3.2.1 Project Schedule	
3	RFP Part 3 – Section 3.2.2 Preliminary Drawings	
4	RFP Part 3 – Section 3.2.3 Subcontractors	
5	Attachment 2 to Part 3 – Financial bid presentation sheet	
6	RFP Part 5.1.2.2 - COVID-19 vaccination requirement	

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.

5.1.2 Additional Certifications Required with the Bid

5.1.2.1 Canadian Content Certification

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the good(s) offered are Canadian goods, as defined in clause [A3050T](#), may be considered.

Failure to provide this certification completed with the bid will result in the good(s) offered being treated as non-Canadian goods.

The Bidder certifies that:

() the good(s) offered are Canadian goods as defined in paragraph 1 of clause [A3050T](#)

5.1.2.1.1 SACC Manual clause [A3050T](#) (2020-07-01) Canadian Content Definition

5.1.2.2 COVID-19 vaccination requirement certification

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached to this bid solicitation, to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.

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 (*Refer to Attachment 1 to Part 5 of the bid solicitation*)

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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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

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ATTACHMENT 2 TO PART 5 OF THE BID SOLICITATION

COVID-19 Vaccination Requirement Certification

I, _____ **(first and last name)**, as the representative of
_____ **(name of business)** pursuant to
_____ **(insert solicitation number)**, warrant and certify that all
personnel that _____ **(name of business)** will provide on the
resulting Contract who access federal government workplaces where they may come into contact with
public servants will be:

fully vaccinated against COVID-19;

for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the Canadian Human Rights Act, subject to accommodation and mitigation measures that have been presented to and approved by Canada; or
partially vaccinated against COVID-19 for a period of up to 10 weeks from the date of their first dose and subject to temporary measures that have been presented to and approved by Canada, immediately after which period the personnel will meet the conditions of (a) or (b) or will no longer access federal government workplaces where they may come into contact with public servants under this Contract; until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by _____ **(name of business)**
have been notified of the vaccination requirements of the Government of Canada's COVID-19
Vaccination Policy for Supplier Personnel, and that the _____
(name of business) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

Signature: _____

Date: _____

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PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

There is no security requirement applicable to the Contract.

6.2 Financial Capability

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

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

The Contractor must perform the Work in accordance with the Technical Statement of Work at Annex "A" and the Contractor's technical bid entitled _____, dated _____. (*to be completed by PSPC at Contract award*)

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](#) (2021-12-02), 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 within 16 weeks following Contract award.

7.4.2 Delivery Points (DDP)

Delivery of the requirement will be made to:

Environment and climate change Canada / Warehouse
915 Philippe Paradis Street
Quebec, QC
G1N 4E3

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Jonathan Hamel
Title: Supply Team Leader
Public Works and Government Services Canada
Acquisitions Branch
Address: 800 de la Gauchetière O., Montréal, QC, H5A 1L6

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Telephone: 438-401-1381

E-mail address: Jonathan.hamel@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 *(to be completed by PSPC at Contract award)*

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.

7.5.3 Inspection Authority *(if applicable, to be completed by PSPC at Contract award)*

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.

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7.5.4 Contractor's Representative *(to be completed by PSPC at Contract award)*

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - ____

Facsimile: ____ - ____ - ____

E-mail: _____.

7.6 Payment

7.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex B, for a cost of \$ _____ (**insert the amount at contract award**). Customs duties are included and Applicable Taxes are extra.

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

7.6.2 Limitation of Price

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

7.6.3 Milestone Payments

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

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

7.6.4 Schedule of Milestones

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

Milestone No.	Description of Deliverables	% of contract Value	Firm Amount CAN \$ (to be completed at Contract award)
A	Hull materials delivered to Contractor	32%	
B	Sustained construction commenced	30%	
C	Boat, trailer and technical manuals delivered and accepted by Canada	35%	
D	End of 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 C must be payable by Canada upon delivery and acceptance of the boat, trailer and manuals by Canada, minus the holdback for double the total estimated value of any outstanding work items.

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

The payment for completion of the twelve month warranty period; Milestone D 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.

7.7 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.

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.

4. 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 SACC Manual Clauses

[A3060C](#) (2008-05-12) Canadian Content Certification

7.9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (*to be completed by PSPC at Contract award*).

7.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 1028 (2010-08-16), Ship Construction Firm Price;
- (c) the general conditions 2030 (2021-12-02), Goods (Higher Complexity);
- (d) Annex A, Technical Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Subcontractors;
- (g) Annex D, Insurance Requirements;
- (h) the Contractor's bid dated _____, as clarified on _____. (*to be completed by PSPC at Contract award*).

7.11 Post Contract Award/Pre-Production Meeting

Within **3 working days** of the receipt of the contract, the Contractor must contact the Technical Authority and Contracting Authority to determine the details of a pre-production meeting. The meeting will be held via teleconference. Cost of holding such pre-production meeting must be included in the price of the bid.

7.12 Project Schedule

1. The Contractor must provide an updated detailed project schedule in MS Project format or equivalent to the Contracting Authority and the Technical Authority **5 days after award of Contract**.
2. This schedule must highlight the specific dates for the events listed below.

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

Note: Technical Manuals will not be returned once approved.

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

7.13 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 two 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.

7.14 Progress Meeting

Progress meetings, chaired by the Contracting Authority, will take place via teleconference 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.

7.15 Progress Review Meeting

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 Intellectual Property (IP) agreements, International Traffic in Arms Regulations (ITAR), Technical Assistance Agreements (TAA), Controlled Technology Access and Transfer (CTAT) or other agreements;
10. Status of any change notifications and requests;
11. Any changes to the PMP; and
12. Other business as mutually agreed to by CANADA and the Contractor.

7.16 SACC Manual Clauses

[D0018C](#) (2007-11-30), Delivery and Unloading
[D2000C](#) (2007-11-30), Marking
[D2001C](#) (2007-11-30), Labelling
[D9002C](#) (2007-11-30), Incomplete Assemblies
[H4500C](#) (2010-01-11), Lien - Section 427 of the Bank Act

7.17 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, 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 French and English 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.

7.18 Insurance Requirements

The Contractor must comply with the insurance requirements specified in **Annex D**. 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 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. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.19 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

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ANNEX A

TECHNICAL STATEMENT OF REQUIREMENT (TSOR)

ENVIRONMENT AND CLIMATE CHANGE CANADA

QUEBEC REGION

**RIGID HULL ALUMINUM BOAT, 6.7 TO 7.3 M, ENVIRONMENT AND CLIMATE CHANGE CANADA,
QUEBEC REGION**

1.0 SCOPE

The Canadian Wildlife Service (Environment and climate change Canada, Quebec Region), wishes to acquire a rigid hull boat, 6.7 to 7.3 metres long (22 to 24 feet), in accordance with Transport Canada Marine Safety standard TP-1332 (Construction Standards for Small Vessels), as well as the *Canada Shipping Act*, mainly for the transportation of material, and the capture and banding of seabirds and seaducks, in marine environments of the Estuary and Gulf of the St. Lawrence River (east of Quebec City).

The boat must be able to be launched, retrieved and transported with a trailer, and have attachment points to secure the boat to the trailer.

The boat's main purpose will be to carry out various types of work in the St. Lawrence River Estuary and Gulf, in both deep and shallow water.

Specifically, the boat will be used for, but not limited to:

- 1) The capture and banding of seabirds and seaducks
- 2) Transport of persons
- 3) Transport of equipment

The boat will be used mainly in the Quebec Region (Province), along the coasts of the St. Lawrence Estuary and Gulf, east of Quebec City.

2.0 GENERAL

2.1 All components and connected components (hull, deck, console, seats, etc.) must be strong enough to withstand the horizontal and vertical impacts associated with the conditions of use.

2.2 All components equipment and material must be Contractor supplied unless addressed as Government Furnished Equipment (GFE)

2.3 The boat must be designed and constructed for ease of maintenance, repair and must be readily supportable by local commercial facilities and suppliers.

2.4 The boat must be able to be launched, retrieved and transported with a trailer, and have attachment points to secure the boat to the trailer.

3.0 STANDARDS

3.1 The boat must be built in accordance with the following construction standards

3.1.1 Transport Canada Marine Safety standard TP 1332 Construction Standards for Small Vessels

3.1.2 Transport Canada Marine Safety standard TP 127 Ships Electrical Standards
Small Vessel Regulations

3.1.3 For aluminum components, all welds must comply with the requirements of standard CSA W47.2-M, Certification of Companies for Fusion Welding of Aluminum, and must be performed by personnel certified by the Canadian Welding Bureau (CWB) under the same standard; all welds must comply with standard W59.2, Welded Aluminum Construction

4.0 PHYSICAL CHARACTERISTICS AND OPERATIONAL CAPACITIES

4.1 Total length between 6.7 and 7.3 metres (22 to 24 feet)

4.2 Self-bailing floor/hull

4.3 Maximum displacement 15 tonnes (with a normal load)

4.4 Engine power heads must remain above water in the swamped condition.

4.5 The total weight of the boat, its equipment and the trailer must not exceed 5,000 kg

4.6 Minimum cruising speed 25 knots (46 km/h) in good weather (under normal load conditions*)

4.7 Maximum total boat weight 4,000 kg

4.8 Minimum endurance 4 hours at 25 knots (46 km/h) with a 10% fuel reserve (70 litres minimum capacity)

5.0 SEAT AND CONSOLE

5.1 Seat

5.1.1 The captain's seat must be located behind the console, towards the back of the boat (centered, or on the starboard side).

5.2 Console

5.2.1 The operator's console must be equipped with a hydraulic steering system that is compatible with the motors, a sturdy steering wheel, and a windshield. The console must be installed as far back as possible in the boat (centered, or on the starboard side) and must be equipped with all gauges recommended by the propulsion system manufacturer and those specified below.

5.2.2 All gauges must be provided by the contractor:

- a tachometer for the motor
- a fuel gauge for the tank
- a battery power indicator
- a pitch and righting indicator for each motor
- a hour meter for the motors
- controls for the navigation lights
- an audible alarm and a warning light must be installed (in accordance with the manufacturer's recommendations) to indicate increased temperature of the cooling system and/or low oil pressure

5.2.3 Clearly identified buttons must be installed for all equipment.

6.0 HULL DESIGN AND CONSTRUCTION

6.1 The underside of the hull must be made of welded 5086 marine aluminum alloy plates, minimum 4.8 mm thick, and the sides must be made of welded 5086 marine aluminum alloy plates, minimum 3.175 mm thick.

6.2 The hull must be a V shape, minimum 6°, and must be reinforced to allow for grounding on various types of surfaces.

6.3 The hull must be equipped with a transom for the motors.

6.4 All paint must be applied in accordance with the paint manufacturer's recommendations and the materials used.

6.5 The hull must be shaped in accordance with a model that has been tested for at least two years. No prototypes will be accepted.

7.0 DECK CONSTRUCTION AND OUTFITTING

7.1 The surface of the deck must be covered with a slip-resistant finish.

7.2 Compartments

7.2.1 A safe, secure and accessible compartment must be installed to store the anchor and rope in the bow of the boat.

7.2.2 A safe, watertight, secure and accessible compartment must be installed to store personal materials.

7.3 Towing equipment

7.3.1 A towing ring must be attached to the bow so that the boat can be towed at a speed of 5 knots in calm water with a normal load, on even keel, without damaging it. The towing ring must also be used for transport by trailer.

7.4 Oars

7.4.1 The boat must be equipped with an outboard storage area for two oars. The contractor must provide two seawater-resistant oars.

8.0 ELECTRICAL SYSTEM

8.1 The 12-volt electrical system must be powered by two marine batteries.

8.2 The 12-volt electrical system must be an easy-to-access marine system, fully protected from the salty environment, compliant with Transport Canada standards for this type of boat. All wires must be marine type, and all strands (ANCOR type) must be approved UL 1426, and must be identified on the electrical plan provided by the builder.

8.3 All electrical equipment must be installed in accordance with manufacturer specifications. All electrical and electronic equipment must be able to operate simultaneously without causing an overload or any interference.

8.4 12-volt outlets

8.4.1 Two watertight cigarette-lighter type 12-volt outlets shall be installed on the console and connected to one of the batteries.

9.1 BATTERIES

9.2 The boat must be equipped with a two deep-cycle batteries with a switch, connected in accordance with the motor manufacturer's technical specifications.

9.3 Batteries must be marine quality, include covered containers and lockers, cables and battery terminals, and be able to provide at least 650 amps of deep discharge.

9.4 All batteries must have at least 650 amps cold start.

9.5 Batteries must be contained in individual watertight containers, and battery areas must be naturally ventilated.

10.0 Electronic and navigational equipment

10.1 The contractor must provide, install (in accordance with manufacturer instructions), commission and certify the following electronic and navigational equipment:

10.1.1 Magnetic compass with built-in lighting fastened to a surface with a 3- to 5-inch diameter.

10.1.2 Standard VHF-ASN radio and an antenna.

10.1.3 Electronic map, radar and on-screen sounder. The screen must be minimum 10-inch wide.

10.2 Electronic and navigational instruments must be interfaced with each other.

11.0 PROPULSION

11.1 Contractor must install two separate outboard engines supplied by Environment and Climate Change Canada (Government Furnished Equipment); Two (2) Yamaha LF115XB and F115XB (counter-rotation). There must be a tiller control provided, or other steering system as proposed by the bidder that does not compromise available deck space. It must have a 3/8" fuel line with inline shut-off connected to main fuel tank.

11.2 Following the at-sea trials, the contractor must supply and install the most appropriate aluminum propellers for the proposed boat. Contractor must inform the TA Technical Authority prior to sea trials of the appropriate pitch and diameter to meet the Operational and Performance requirements.

11.3 The engines and their associated accessories and equipment must be approved and installed in accordance with the engine manufacturer's recommendations. Engines and components must not be used, nor trials performed on the engines that would in any way void the manufacturer's warranty.

11.4 All components of the propulsion system must be warranted by the original equipment manufacturer for the standard term.

11.5 As a minimum the installation of the lubrication, fuel systems, battery connections must be verified by the outboard engine authorized representative.

11.6 The contractor must comply with the breaking-in procedures for the engines set out by the manufacturer.

12.0 FUEL SUPPLY SYSTEM

12.1 Fuel supply systems must be compliant with the Construction Standards for Small Vessels (TP 1332). Systems must include the following elements:

12.1.1A fixed tank with a minimum 150-litre capacity.

12.1.2All fuel valves must be identified and easily accessible.

12.2 All fuel lines must have a minimum diameter of 3/8 of an inch.

12.3 The fuel supply system must be equipped with a filtration system (to separate contaminants from the water) that is easily accessible for maintenance purposes, and that is equipped with certified 2-micron and 10-micron cartridges.

12.4 Fuel supply system valves and fittings shall be made of bronze or stainless steel. Equipped with a stop valve.

13.0 EMERGENCY AND SAFETY EQUIPMENT

13.1 The following list of items must be supplied with the necessary accessories for storage and fastening (in accordance with the item). All fasteners provided by the contractor must be strong and made of corrosion-resistant steel. All items must be easily accessible (repair kits must be stored in a storage compartment).

- Two (2) water-resistant oars
- An extinguisher (class **10BC**, naval type)
- An anchor (Fortress FX16 model or equivalent) with a rope of minimum 50 m long and 12 mm in diameter, and a galvanized chain 2 m long and 25 mm in diameter
- Four (4) mooring lines, minimum 4 metres each
- A first-aid kit compliant with type A set out in the *Canada Labour Code*
- A buoyant lifeline, 20 mm, and a minimum of 15 metres long
- A radar reflector approved by Transport Canada (Davis EchoMaster)
- Six (6) approved flares, including at least three type A, B or C
- Navigation lights compliant with the *Collision Regulations*
- Compressed-air horn

15.0 SEA TRIALS - CONTRACTOR

15.1 Contractor must submit a Test and Trials Plan to Canada within seven days prior to sea trials. Plan will include a description of all sea trials to be performed.

15.2 Contractor must inspect the construction quality, test all on board equipment, systems and hull performance to ensure all are fully functional. Engine(s) must accumulate the hours sufficient for the initial service check as per engine manufacturer's recommendations. This must be performed by an authorized engine manufacturer representative. Service check report must be provided to Canada.

15.3 Prior to sea trials the complete vessel with full fuel must be weighed and the weight recorded on the Test and Trials form.

15.4 Stability examination as per TP 1332 standard requires the Contractor to record all stability/structural calculations.

16.0 SEA TRIALS - CANADA

16.1 Contractor must notify Canada no less than fourteen (14) days prior to sea trials. Canada reserves the right to witness or decline attendance. Absence does not relieve the Contractor of their responsibility to conduct and record sea trials. Subsequent sea trial report must be forwarded to Canada for review prior to delivery of vessel.

16.2 Contractor shall be responsible for supply of fuel, crew, instrumentation and equipment required to conduct sea trials. The complete vessel with full fuel must be weighed and recorded on the Test and Trials form.

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

16.4 Contractor must repair any damage to the vessel or auxiliary equipment resulting from sea trials, to the satisfaction of Canada.

16.5 As a minimum, the following trials must be conducted. Trials must be conducted in the Normal Load Condition.

- 1) Speed Trials - must be done over a course at least one nautical mile in length. Two runs must be made over the course, one in each direction with the speeds for the two runs averaged;
- 2) Endurance Trial - The vessel must operate at maximum speed for no more than the maximum time allowed as per manufacturer's recommendations. It must be demonstrated that all parts of the propulsion system are in full operation. All systems must be operated to check for proper installation;
- 3) Astern Propulsion - The vessel shall be operated and maneuvered using astern propulsion to establish performance; and
- 4) Steering Gear - The complete steering system must be operated at increasing boat speeds with the vessel being maneuvered through a series of turns to port and starboard.

17.0 FINAL INSPECTION

17.1 Final inspection will not be performed until all tests have been satisfactorily completed with data available for review. Boat must be thoroughly cleaned prior to inspection. Contractor must document the results of the final inspection and include the serial numbers and other identifying information for the boat, engine(s) and trailer.

18.0 TRAINING

18.1 The contractor must provide training on the electric and electronic components onboard the boat, in English or in French, to at least 2 ECCC employees, at a date and time agreed upon by the Contractor and Canada. The training must take place in Quebec City, at a location determined in advance by Canada.

19.0 DOCUMENTS TO BE PROVIDED UPON ACCEPTANCE OF THE BOAT

19.1 Technical manual:

19.1.1 The Contractor upon delivery of the boat must provide two hard copies, in French and English in the form of a binder and two USB sticks of the manual that provides a physical and functional description of the craft, its machinery, equipment and other documentation pertaining to the vessel. Each manual must have the sections and subsections clearly identified in the same sequence as addressed below. Manual must include as a minimum the following:

- 1) General Information;
- 2) Technical Information;
- 3) Initial Spare Parts List;
- 4) Preventive Maintenance List; and
- 5) Electrical Schematic

General Information Section

The General Information Section shall include a description of the arrangement and function of all structures, systems, fittings and accessories that comprise the boat, with illustrations as appropriate:

- 1) Operating procedures;
- 2) Basic operating characteristics (as a minimum) temperatures, pressures, flow rates, etc.
- 3) Installation criteria and drawings, assembly and disassembly instructions with comprehensive illustrations showing each step;
- 4) Recommended planned maintenance which clearly illustrates the maintenance required, hourly, daily, monthly and annually for all components including the engine, drive train, and hull. Complete troubleshooting procedures must be included; and
- 5) Documentation – Bill of Sale, Sea Trial Reports, Stability/Structural Calculations, maximum Load Conditions, Vessel Tonnage Calculation

Technical Information Section

The technical section must include a complete set of detailed owner/operator instructions, drawings, parts lists and supplemental data for all components of the boat:

- 1) Hull;
- 2) Outboard Engine(s);
- 3) Systems, with schematics or one-line diagrams, (fuel, electrical, etc.);
- 4) Electronics; and
- 5) Fittings, accessories and ancillary equipment.

Initial Spare Parts List

The initial spare parts list shall include a list of recommended initial on board spare parts to be stocked for the craft. At a minimum this list shall include the following items:

- 1) Propulsion: Propeller, filters, starting battery and any special engine tools;
- 2) Electrical: fuses; and
- 3) Boat Structures and Fittings: Miscellaneous commonly used fasteners.

Preventative Maintenance List

Electrical Schematics

- 1) Diagram with labels and photos detailing design layout.

19.2: All test and sea-trials results.

20.0 TRAILER

20.1 The contractor must provide a tandem-axle trailer, compatible with the boat, and all parts necessary to secure it to the boat, a two-inch hitch, electrical connections, signal lights (LED type), in accordance with road safety standards. Other requirements include stainless steel disc brakes and oil-bath bearings.

20.2 The trailer shall have a spare tire attached to it, as well as a jockey wheel.

21.0 PACKAGING and SHIPPING

- 1) Prior to shipping, the boat must be cleaned throughout, including the removal of any aluminum shavings or dust;
- 2) Bilges shall be dry and free of oil and debris, and the fuel tanks must be drained if required;
- 3) The propulsion system must be preserved in accordance with the manufacturer's recommendations for storage of up to one year in an environment that may be subjected to freezing temperatures;
- 4) The batteries must be disconnected for shipping or storage;
- 5) A durable warning tag shall be wire tied to the steering system indicating that the boat has been preserved for shipping and storage and should not be started until the propulsion machinery has been reactivated; and
- 6) Vessel must be covered in shrink wrap to reduce damage during transit. All contact points between the hull and the trailer must be sufficiently padded to prevent damage to hull.
- 7) To be included with the delivery of the vessel will be an all season cover designed specifically for this vessel. The cover will be substantial enough to provide long-term storage and winter protection. The cover will come with a storage bag, and should not be overly difficult to use.
- 8) The vessel must be delivered to;

Environment and climate change Canada / Warehouse
915 Philippe Paradis Street
Quebec, QC G1N 4E3

ANNEX B

BASIS OF PAYMENT

Item	Description	Unit Price (CAD\$)	Quantity	Total Price (CAD\$)
1	Rigid hull boat, 6.7 to 7.3 metres long (22 to 24 feet), built in accordance with Annex A	\$		\$
2	Delivery of RHIB/IB/Non-RHIB AB to Environment and climate change Canada / Warehouse 915 Philippe Paradis Street G1N 4E5 Quebec, QC	\$		\$
Total rigid hull boat, 6.7 to 7.3 metres long (22 to 24 feet) Excluding taxes				\$

Unscheduled Work Rates

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

Bidders must provide the following rates:

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.

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K2C55-22-1078

Amd. No. - N° de la modif.
File No. - N° du dossier
QCL-1-44173

Buyer ID - Id de l'acheteur
QCL042
CCC No./N° CCC - FMS No./N° VME

ANNEX C

SUBCONTRACTORS

(to be completed if applicable)

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

ANNEX D

INSURANCE REQUIREMENTS

Commercial General Liability Insurance

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

Marine Liability Insurance

1. The Contractor must obtain protection and indemnity insurance that must include excess collision liability and pollution liability. The insurance must be placed with a member of the International Group of Protection and Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the [Marine Liability Act](#), S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by Worker's Compensation as detailed in paragraph (2.) below.
2. The Contractor must obtain worker's compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the territory or province or state of nationality, domicile, employment, having jurisdiction over such employees. If the Contractor is subject to an additional contravention, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.
3. The protection and indemnity insurance policy must include the following:
 - (a) Additional insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - (b) Waiver of subrogation rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Department of Environment and Climate Change Canada and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
 - (c) Notice of cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - (d) Cross liability and separation of insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
(Contracting officers must insert the following option, if applicable.)
 - (e) Litigation rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), R.S.C. 1985, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

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File No. - N° du dossier
QCL-1-44173

Buyer ID - Id de l'acheteur
QCL042
CCC No./N° CCC - FMS No./N° VME

For the province of Quebec, send to:

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For other provinces and territories, send to:

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Civil Litigation Section,
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234 Wellington Street, East Tower
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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.