



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 Sailboats Voiliers	
Solicitation No. - N° de l'invitation W0103-229178/A	Date 2022-06-14
Client Reference No. - N° de référence du client W0103-229178	
GETS Reference No. - N° de référence de SEAG PW-\$XLV-166-8373	
File No. - N° de dossier XLV-1-44130 (166)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Pacific Daylight Saving Time PDT on - le 2022-07-14 Heure Avancée du Pacifique HAP	
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 xlv166
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: National Defence Canada See herein	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée See Herein – Voir ci-inclus	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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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 required before and after contract award.
- Part 6 Security and Financial and other requirements.
- 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 National Defence has a requirement to purchase 2 (two) 42ft – 48 ft monohull Sailboats – used for sail training built in accordance with the Technical Statement of Requirement (TSOR) Annex “A”. The deliverables must be delivered by December 31, 2022.

The boats are to be delivered to the following address: CFB Esquimalt, Victoria, BC.

- 1.2.2 There are no security requirements.
- 1.2.3 The requirement is subject to CFTA.
- 1.2.4 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.
- 1.2.5 There exists an option for two (2) additional vessels built as per Annex A and priced as per Annex B. The options will exist for two years after the contract award date and can only be exercised by contracting authority.

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](#) 2022-03-29 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 2014-6-26 Condition of Material – Bid

2.2 Submission of Bids

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

Address:

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

Connect email:

TPSGC.RPReceptiondessoumissions-PRBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca

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

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 Equivalent Products

1. Products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder:
 - a. designates the brand name, model and/or part number of the substitute product;
 - b. states that the substitute product is fully interchangeable with the item specified;
 - c. provides complete specifications and descriptive literature for each substitute product;
 - d. provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; and
 - e. clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.
2. Products offered as equivalent in form, fit, function and quality will not be considered if:
 - a. the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
 - b. the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.
3. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to demonstrate, at the sole cost of bidders, that the substitute product is equivalent to the item specified in the bid solicitation.

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 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

- The Bidder must 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

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

Annex A - The Technical Statement of Requirements and Annex A.1 - The Technical and Rated Evaluation Criteria are entirely mandatory. 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 in a thorough, concise and clear manner for carrying out the work.

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

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

3.2.1 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.

3.3 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,

Bidder to select one of the following options for their bid:

3.3.1 OPTION 1: Vessel Construction Experience (Same Vessel built within the last 8 years)

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 10 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:

1. General Arrangement drawings;

-
2. Photographs;
 3. References;
 4. Builder's plates (if applicable); and
 5. Hull identification numbers confirming multiple builds.

3.3.1.1 Marine Drafting and Engineering Capability

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

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

3.3.1.2 Contractor Quality Management System

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

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

The quality control elements must include, as a minimum:

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

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.

3.3.1.3 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 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.

3.3.1.4 Preliminary Drawings

The following documents must be included with the Bid:

1. draft stability calculation;
2. calculated lightship weight;
3. general arrangement;
4. structural drawings showing deck plan, a centerline profile and frame station construction details;
5. detailed lines plan;
6. a drawing of the fuel supply arrangement.

3.3.1.5 Subcontractors

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.

3.3.2 OPTION 2: Vessel Construction Experience (Vessel constructed and built by design)

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 vessel is 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.

3.3.2.1 Vessel Design

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 **3.3.2 OPTION a), or b) or c)**

The design must include the following preliminary drawings:

1. draft stability calculation;
2. calculated lightship weight;
3. general arrangement;
4. structural drawings showing deck plan, a centerline profile and frame station construction details;
5. detailed lines plan;
6. a drawing of the fuel supply arrangement.

3.3.2.2 Supporting calculations

The design must be supported by calculations and test documents proving the design achieves the requirements identified in Annex A of the RFP. 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.

3.3.2.3 Marine Drafting and Engineering Capability

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.

3.3.2.4 Contractor Quality Management System

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.

3.3.2.5 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, 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. 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.

3.3.2.6 Subcontractors

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.

3.4 Section II: Financial Bid

3.4.1 Bidders must submit their financial bid in accordance with the Detailed Financial Bid Sheet in Annex "E"

The total amount of Applicable Taxes must be shown separately.

3.4.2 Exchange Rate Fluctuation

C3011T 2013-11-06, Exchange Rate Fluctuation

3.5 Unscheduled Work

Bidders must provide the information requested in the Detailed Financial Bid Sheet, Annex "E" 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.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

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

4.1.2 Management Evaluation

4.1.2.1 Mandatory Management Criteria

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

4.1.3 Financial Evaluation

A0222T, Evaluation of Price – Canadian / Foreign Bidders 2014-06-26

4.1.4 Mandatory Financial Criteria

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

4.2 Basis of Selection

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.

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

PART 5 - CERTIFICATIONS

5.1 Certifications Required with the Bid

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

Refer to ANNEX - F – BID TENDER DELIVERABLE AND CHECKLIST (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.

5.2 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html)" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\)](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html) - [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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html)" list at the time of contract award.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Workers Compensation Certification – Letter of Good Standing

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

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

5.2.3.4 Contractor Quality Management System

Before contract award and within 5 business days of the written request by the Contracting Authority, the successful Bidder 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; or may be in the form of proof of registration with a recognized quality assurance organization whose system addresses the minimum requirements below.

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.

5.2.3.5 Subcontractors

Before contract award and within 5 business days of the written request by the Contracting Authority, the successful Bidder must provide 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.

5.2.3.6 Project Schedule

Before contract award and within 5 business days of the written request by the Contracting Authority, the successful 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) Completion of specified Design Check, included review by Canada, and finalization in accordance with Annex A;
- (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 outfitting. 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 delivered to Canada for approval; and
- (h) the start and the end of the 12 month warranty period.

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 2012-07-16

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 7.19**.

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

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" and the Contractor's technical bid dated _____.

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](#) ([2022-05-12](#)), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

7.2.2 Supplemental General Conditions

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

7.3 Security Requirements

7.3.1 There is no security requirement applicable to the Contract.

7.4 Term of Contract

7.4.1 Delivery Date

All the deliverables must be received on or before **December 31, 2022**.

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W0103-229178

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File No. - N° du dossier

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

7.4.2 Delivery Points

Delivery of the requirement will be made to:

CFB Esquimalt, Victoria, BC.

7.4.3 Optional Goods

The Contractor grants to Canada the irrevocable option to acquire up to [up to two \(2\) additional sailboats as described at Annex A](#) of the Contract under the same conditions and at the prices stated in the Contract or negotiated by Canada. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: _____
Title: _____
Public Works and Government Services Canada
Acquisitions Branch
Directorate: _____
Address: _____

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

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

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)*

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.

7.5.4 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 unit price(s), 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 Progress Payments

Canada will make progress payments in accordance with 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 progress claim and any applicable deliverable has been completed and accepted by Canada.

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 work 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 claim to the Technical Authority for certification and onward submission to the Payment Office with the invoice for the remaining certification and payment action. One copy of the invoice must be sent for verification to pac.marine@pwgsc.gc.ca
Attention: Contract Authority.

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

7.7.1 Invoicing Instructions

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

Invoice is to be made out to:

Department of National Defense – Base Logistics - CFB Esquimalt
1600 Esquimalt Road
PO Box 17000, Victoria, BC
V9A 7N2

Original invoice is to be sent for verification to:

Public Works and Government Services Canada
Marine Acquisitions

Email the invoice to Pac.marine@pwgsc.gc.ca

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

7.7.2 Electronic Payment of Invoices – Contract *(as 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 Transfer (International Only).

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.

7.9 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*).

7.10 Priority of Documents

If there is a discrepancy between the wordings 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 ([2022-05-12](#)) Goods (Higher Complexity);
- (d) Annex A, Technical Statement of Work;

-
- (e) Annex B, Basis of Payment;
 - (f) Annex C Insurance;
 - (g) Annex D, Mandatory Solicitation Check List;
 - (h) Annex E, Bidders Questions and Canada's answers;
 - (i) Annex F, Subcontractors; AND
 - (j) the Contractor's bid dated _____, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award:* ", as clarified on _____ " **or** ", as amended on _____ " *and insert date(s) of clarification(s) or amendment(s)*).

7.11 Post Contract Award/Pre-Production Meeting

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

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 2 Parts:
 - (a) PART 1: The Contractor must answer the following three questions:
 - i. is the project on schedule?
 - ii. is the project within budget?
 - iii. is the project free of any areas of concern in which the assistance or guidance of Canada may be required?

Each negative response must be supported with an explanation.

- (b) PART 2: A narrative report, brief, yet sufficiently detailed to enable the Technical Authority to evaluate the progress of the Work, containing at a minimum:
 - i. a description of the progress of each task and of the Work as a whole during the period of the report. Sufficient sketches, diagrams, photographs, etc., must be included, if necessary, to describe the progress accomplished.
 - ii. an explanation of any variation from the schedule.

7.14 Progress Meeting

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

7.15 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

B5001C (2010-01-11), Procedures for Design Change/Deviations
D0018C (2007-11-30), Delivery and Unloading
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 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.
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 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.

7.19 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex C. 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.

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File No. - N° du dossier

Buyer ID - Id de l'acheteur
XLV166
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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

7.20 Government Supplied Material – Not Used

ANNEX "A"

TECHNICAL STATEMENT OF REQUIREMENT (TSOR)

RCN Sail Training Vessel - Medium

OBJECTIVE:

The overall objective of this Statement of Work is to procure two sailboats for the Naval Fleet School Pacific.

The Naval Fleet School Pacific, NFS(P) plans to award a contract for two boats, with option as per contract terms and conditions for two more vessels for Naval Fleet School Atlantic (NFS(A)). The first two boats are to be delivered to Esquimalt Harbour for inspection and commissioning.

BACKGROUND:

Concept of Operations: The operational requirements for the boats are to provide Naval Fleet School Pacific with Sail Training Vessels (STVs) for conducting offshore sail training including racing. The school currently operates two CS36 STVs. The majority of the work of the two STVs is to perform week long competent crew courses in the local waters off Esquimalt harbour. The STVs will conduct day and coastal skipper courses with day sailing to marinas and anchorages in the Southern Gulf Islands as well as some night sailing. In order to generate skilled instructors, the vessels conduct offshore Yachtmaster courses, as well as participate in local distance races. The sail training programme culminates in participation in the Van Isle 360 International Yacht Race. The vessels are maintained to ensure compliance with the Van Isle 360 technical requirements and World Sailing Category 2 Special Equipment Rules.

The statement of work reflects input from industry coming from answers to a request for information during the summer of 2021. The Statement of Work envisions Commercial off the shelf hulls with custom modifications to the interior design that will enable the unique training mission of the vessels. It also specifies a rig and sail plan that can be executed as part of a local commissioning plan. This must not be seen as limiting custom boats or fully commercial off the shelf, if such a boat can meet the mandatory requirements.

TERMINOLOGY:

NFS(P) – Naval Fleet School (Pacific)
NFS(A) – Naval Fleet School (Atlantic)
STV – Sail Training Vessel
NM – Nautical Mile(s)
CAT – Category
DSC – Digital Selective Calling
VHF – Very High Frequency
AIS – Automatic Identification System
TA – Technical Authority
OSR – Offshore Special Regulations

REFERENCE DOCUMENTS:

World Sailing's Category 2 Offshore Special Regulations:
[Extract for Race Category 2 - Monohulls](#)

American Bureau of Shipping:
[American Bureau of Shipping \(ABS\) Eagle.org](#)

European Compliance Classification:
[CE - Certification Boats and Components \(imci.org\)](#)

The Transport Canada Construction Standard:
[Microsoft Word - RDIMS-#1895896-v12-TP 1332E 2010.DOC \(canada.ca\)](#)

SCOPE OF WORK:

Build and deliver two 42-48' monohull sail training vessels (STV) to the NFS(P), with an option for two additional vessels to be delivered to NFS(A). STV's must meet the below criteria:

MANDATORY VESSEL CHARACTERISTICS:

1. Construction Operating Standards

- a. The vessels must be capable of meeting the World Sailing Offshore Special Regulations for Monohulls - Category 2, Section 3 (Structural Features, stability, fixed Equipment), and demonstrate that section 4 (Portable equipment and Supplies for the Boat) can be met - including a location fitted to store 2 x six person hard-cased life-rafts
- b. The vessel must have the ability to make way at 75% hull speed under auxiliary power for 24 hours or 170 nm, whichever is greater, whilst running the heater. Auxiliary power can be provided by internal combustion, electric, or hybrid power, as long as all criteria are met.
- c. The vessels must be built to one or more recognised international standards which shall be declared in the bid, such as:
 - i. The American Bureau of Shipping
 - ii. The CE Yacht Compliance Classification
 - iii. The Transport Canada Construction Standard

2. Vessel/Hull/Rig

- a. Cruising/Racing sailboat
- b. Minimum 42 ft. – maximum 48 ft. length overall (not including prod/bowsprit), 15 ft. maximum beam.
- c. Draft overall is not to exceed 7ft.
- d. Sloop rig
- e. Bids must comment on how the hull is stiffened, the keel strengthened, and the overall design made durable in order to achieve a vessel that is strong and capable of withstanding the rigours of student use/abuse and training duties, in particular:
 - i. resiliency of the boat to withstand a keel strike at 75% hull speed impacting the keel at the deepest 10% of the keel along the longitudinal axis of the boat.

- ii. resiliency of the boat to withstand hard berthing at 20% hull speed impacting the shroud area at 60 cm above the waterline with force directed 90 degrees to the longitudinal axis of the boat at a 30 cm x 30 cm square.
- f. The vessel must be constructed WITHOUT using balsa as a core material.
- g. Have emergency steering tiller (i.e. – exposable rudder head with attachable tiller)
- h. Back plated hard points in the cockpit for 8 of the crew to be tethered – this exceeds OSR 4.04.3
- i. Back plated hard points for jacklines that meet World Sailing CAT 2 requirements
- j. Appropriately sized anchor:
 - i. 30m of chain and 150m of rope rode marked every 10m
 - ii. Manual winch style windlass
 - iii. Appropriately sized plow style anchor
 - iv. 2 rollers
 - v. Anchor to be securable by three securing mechanisms (i.e. pin, windlass and chain stopper)
- k. Reboarding capability
- l. Below waterline of fully loaded vessel must have epoxy sealer and 2 coats of ablative bottom paint applied
- m. Self-tailing winches
- n. Colour and trim must be identical on both vessels
- o. Vessel names to be applied to transoms and hull sides at bow in Shadowed Sarif font, 5” in height.
- p. Fitted safety equipment, including:
 - i. Radar reflector
 - ii. Epirb with mount
 - iii. Lifering with mount

3. *Interior General Specifications*

- a. Crew of ten with single sleeping accommodations for ten.
- b. Interior fit and finish is to be durable, utilitarian and easily cleaned.
- c. Single marine head, (a second marine head is acceptable/desirable as long as berthing requirements are met) to include:
 - i. Appropriate holding tank,
 - ii. Y valve,
 - iii. Deck pump out
 - iv. Diaphragm pump discharge system
- d. Heating system capable of heating accommodations and interior spaces in 10 degree weather to 24 degrees; heating system is to utilise the same fuel as the auxiliary power or generation system, unless auxiliary power is electric.
- e. Galley including:
 - i. Refrigeration and dry storage for 6 days of provisions for 10 crew

- ii. Propane oven with fuel capacity for 6 days of cooking for 10 crew
- iii. Water tank capacity of atleast 600L

4. *Other Requirements*

- a. Feathering propeller
- b. LED Lighting throughout
- c. LED Tri-Light, or Red over Green Navigation lights
- d. LED spreader mounted deck illumination light
- e. 30 Amp Smart Plug for Shore Power
- f. Appropriately sized galvanic isolator

5. *Electronics:*

- a. A Complete Electronic Navigation system to include, at minimum:
 - i. Helm Chartplotter
 - 1. Chartplotter must have a sail racing mode
 - 2. Must have the ability to display wind, wind direction, water temp data
 - ii. Lower deck planning Chartplotter
 - iii. DSC VHF Radio capable of Canadian Frequencies, with remote Mic
 - iv. AIS transmit
 - v. Heading, Depth, Speed through water, True and Apparent wind
 - vi. RADAR
 - vii. Automated Sound Signalling
 - viii. At least two multifunction instrument data displays
 - ix. Tank monitoring sensors with data on instrument displays or standalone display

6. *Other Items*

- a. Autopilot is not desired.
- b. The ability to load and update standard S57 chart products is desirable
- c. Comprehensive Meteorological information such as Barometric Pressure, Humidity
- d. Interface between Auxiliary Engine and ancillary systems (tanks) and Navigation Data Network that displays data on Plotter and Instrument displays
- e. Chartplotter that can process and display digital polar information

7. *Sail plan / Rig*

- a. Sloop rig.
- b. The mast and standing rigging will include a dual track bolt rope foils for headsails, slide on main sail and a separate track for a storm trysail. Main and Foresails shall not be furling.
- c. Sail plan must be maximised to adapt to changing conditions through sail changes
- d. A balanced and effective storm sail plan to include a deck-stored trysail with track that extends to the storage position for quick hoisting as well as a storm foresail on a deployable inner-stay if needed for balance.

- i. If an alternative storm sail plan is recommended, it must be shown to meet world sailing requirements and the trysail option included
- e. A dipping-pole symmetric spinnaker rig, with storage on deck for spinnaker pole
- f. Standard windward sheeting system
- g. Genoa and Jib tracks
- h. Removable/moveable bowsprit for asymmetric spinnaker
- i. 2 Spinnaker halyards, 2 foresail halyards and 1 mainsail halyard
- j. Topping lift must have capacity to hoist an adult
- k. At least 75% of lines shall be led aft
- l. Hydraulic backstay adjustment
- m. Sails:
 - i. Durable cruising style main
 - ii. Durable cruising style G3
 - iii. Storm sails
 - iv. Generic Asymmetric Spinnaker
 - v. Generic Symmetric spinnaker
- n. Sails to have custom branding, format to be provided by NFS(P)
- o. Main sail covers with custom branding, format to be provided by NFS(P)
- p. Lee clothes with custom branding, format to be provided by NFS(P)
- q. Contractor to coordinate running rigging colors/prints with TA

8. *Technical / Other*

- a. Auxiliary power with fuel/battery capacity capable of powering the vessel at 75% of hull speed for 24 hours or 170 nm, whichever is greater, whilst running the heater
- b. House and starting battery banks
 - o Energy Budget to be included
 - o House bank should be capable of sustaining 12-15 hours of sailing without power generation.
- c. Shorepower with battery charger
 - o Smart plug connection
- d. Dripless shaft seal for driveline
- e. Major repair parts to be commercial off the shelf (not custom). (Examples include: engines; hatches, standing rigging; prods; and stanchions; and winches)

9. *Optional Requirements (Required to be included in bid with additional costing)*

- a. Emergency rudder system
- b. Itemised quote on full sail plan:
 - o Mainsail (racing laminate)
 - o Genoa/Jibs
 - G1 (racing laminate)

-
- G2
 - G3
 - G4
 - Storm Jib
 - Storm Trysail
 - Assymetric Spinnakers
 - A1 – light wind reacher
 - A1.5 – Light wind runner
 - A2 – Medium air runner
 - A3 – Medium air reacher
 - Symmetric Spinnakers
 - S1 – Light air runner
 - S2 – All-purpose medium air runner
 - c. Optional sails with branding may be requested.
 - d. Single intake and exhaust through-hulls with distribution manifolds

DELIVERY AND ACCEPTANCE CRITERIA:

1. The interior layout must be demonstrated to the TA how it will meet sleeping requirements before construction begins.
2. Monthly progress reports in .pdf format to be provided to the TA upon contract award.
3. Delivery to CFB Esquimalt Small Boat Jetty,
PO Box 17000 Station Ave, Victoria BC, V9A 7N2
4. Acceptance at sea familiarisation with confirmation of systems functionality to be conducted by NFS(P) sail training instructors and TA.
5. If option for two additional boats is exercised, delivery will be to CFB Halifax. Acceptance at sea familiarisation with confirmation of systems functionality to be conducted by NFS(P) sail training instructors and TA.

CONSTRAINTS:

1. Construction of vessels must adhere to one or more of the following standards:
 - i. A standard of the American Bureau of Shipping
 - ii. The CE Yacht Compliance Classification
 - iii. The Transport Canada Construction Standard applicable to the hull and rig.
2. If custom work is to be proposed, the initial bid will be evaluated as presented, and the proponent and customer will enter into final negotiation to secure the final desired design
3. All correspondence, manuals etc. must be in English.
4. Vessels must meet World Sailing CAT 2 special equipment rules.

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SECURITY:

No security requirements apply.

A-1 Mandatory Criteria

The Mandatory Technical Criteria are detailed herein. Mandatory Criteria will be assigned either a Pass or Fail by the evaluation team. Any Bid which fails to comply with any Mandatory Criterion will be declared non-responsive. Some (or all) of the Mandatory Criteria may also be point rated, for their technical merit, in accordance with Part 2 – Point-Rated Technical Criteria.

The Bidder should provide, as part of its Technical Proposal, all documents essential to clearly demonstrate compliance with each technical mandatory requirement, including, without limitation, photographs, maps, drawings, calculations, Original Equipment Manufacturer (OEM) specifications, documents, purchase orders (less cost data), job or Quality Control or Quality Assurance record sheets, personnel resumes, current trade certificates and, other such evidence.

Section 1 The Bidder must provide a signed and dated summary of their proposal which must clearly indicate the meeting of the following criteria.					
Item	Spec #	Item Description	Pass/Fail	Bid Ref #	Comments
1.1	1.	Overall vessel length must not exceed 48' (excluding prod/bowsprit) between 42' and 48'			
1.2	2.	Overall vessel beam must not exceed 15'			
1.3	3.	Draft must not exceed 7'			
1.4	4.1	Vessels must meet the most recent World Sailing Offshore Special Regulations for Monohulls - Category 2, Section 3 (Structural Features, stability, fixed Equipment),			
		demonstrate that section 4 (Portable equipment and Supplies for the Boat) can be met - including a location fitted to store 2 x six person hard-cased life-rafts			
	4.2	Must meet one of the Following three standards:			
		Vessels must meet TP 13313E - Standard related to Design, Construction and Operational Safety of Sail Training Vessels.			
		Vessel must meet ISO 12217-2 (Small craft stability and buoyancy) and ISO 12215-5 (Hull construction)			
		Vessel must meet ABS Guide for building sail boats.			
1.5	5.	Must provide Individual sleeping quarters for 10 people			

1.6	6.	Rigging must include 2 spinnaker halyards, 2 foresail halyards and 1 mainsail halyard			
		Galley must have refrigeration and propane oven for up to 6 days of dry provisions and water at full crew			
		Must have Sloop rig with dual track bolt rope foils for headsails			

Section II - Rated Criteria:

Auxiliary power – environmentally rated energy source - ELECTRIC = 10pts

- Diesel Gen Set >11kw = 5pts
- (Back up) Solar panel configuration = 5pts
- Structural:
 - o Keel construction:
 - a. Solid lead = 2 points
 - b. Encapsulated lead = 1 point
 - c. The ability to survive a keel strike will be evaluated. Each bid is to provide a description of the boats keel strengthening measures. 5 points will be allocated to this. Each description will be evaluated by a Naval Architect who will rank all bids and allocate points from 0-5 based on relative resiliency of the boat to withstand a keel strike at 75% hull speed impacting the keel at the deepest 10% of the keel along the longitudinal axis of the boat.
 - d. The ability to survive a hard berthing will be evaluated. Each bid is to provide a description of the boats hull strengthening measures. 5 points will be allocated to this. Each description will be evaluated by a Naval Architect who will rank all bids and allocate points from 0-5 based on relative resiliency of the boat to withstand hard berthing at 20% hull speed impacting the shroud area at 60 cm above the waterline with force directed 90 degrees to the longitudinal axis of the boat at a 30 cm x 30 cm square.
- Must have the Capacity to make way up to a minimum of 75% and maximum of 90% ____ hull speed under auxiliary power for 24 hours or 170 nm, whichever is greater, whilst running the heater.
 - a. 75% = 1 point
 - b. 80% = 2 points
 - c. 90% = 3 points
- Electrical Energy Budget:
 - a. 15-18 hours of sailing = 1 point
 - b. 19+ hours of sailing = 2 points
- Heating system capable of heating interior spaces in 10 degree weather:

-
- a. To 24-26 degrees = 1 point
 - b. To 27 degrees or more = 2 points
- Optional Equipment: (maximum 4 points can be accumulated from this section)
- a. Second head = 1 point
 - b. Must have capacity to install S57 chart capable navigation system = 1 point
 - c. Meteorological information = 1 point
 - d. Interface between auxiliary engine, ancillary systems and navigation = 1 point
 - e. Navigation system capable of processing and displaying Polar information = 1 point
 - f. Emergency rudder = 1 point
 - g. Itemized quote on full sail plan = 1 point
 - h. Storm sail plan = 1 point

ANNEX "B"

BASIS OF PAYMENT

DO NOT USE – Complete Annex E – Financial Presentation Sheet

Item	Description	Unit Price (CAD\$)	Quantity	Total Price (CAD\$)
1	Sailboats built in accordance with Annex "A".	\$	2	\$
2	Delivery of sailboats to DND CFB Esquimalt , Victoria, BC.	\$	2	\$
Total (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.

B-5 Price for additional - Optional sailboats:

1. if additional funding becomes available, DND may choose to exercise the option to purchase up to 2 additional sailboats built in accordance with the TSOR, **Annex "A" Technical Statement of Requirements (Contract) and Annex "C" – Bidders Questions and Canada Responses.(Contract)**

2. Canada reserves the right to negotiate the priced option.

The price is in Canadian dollars, customs duties are included and applicable taxes are extra

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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

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:

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

For other provinces and territories, send to:

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

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

ANNEX "E"

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 –(sailboats) As per Part 7, article 7.2 and Annex A - Technical Statement of Requirement and Annex D - Bidders Questions and Canada's Responses	2	\$ _____
b.	Shipping and Delivery (sailboats) Incoterms 2000 DDP to destination Destination Victoria, BC per Part 7, article 7.4.4 and 7.4.5	2	\$ _____
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 \$ _____ per hour for a PRICE of: 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 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

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.

E-4 Price for additional sailboats:

- a. if additional funding becomes available, DND may choose to exercise the option to purchase up to 2 additional sailboats built in accordance with the TSOR, **Annex "A" Technical Statement of Requirements (Contract)** and **Annex "C" – Bidders Questions and Canada Responses.(Contract)**
- b. Canada reserves the right to negotiate the priced option.
- c. for the supply of 1 additional sailboat (GST/HST and transportation charge excluded): A firm price of \$ _____(CAD)
- d. for the supply of 2 additional sailboat (GST/HST and transportation charge excluded): A firm price of \$ _____(CAD)

E-5 Optional items

- a) If additional funding becomes available, Canada may choose to exercise the option, in whole or in part, to purchase up to **2 additional sailboats** built in accordance with the Annex "A" and Annex "D".
- b) The price quoted for the option must be firm, remain valid and open for acceptance by Canada for one 1 year after the delivery of the initial vessel. The option proposed must be in accordance with the terms and conditions of this bid solicitation.
- c) The proposed optional items will not form part of the Evaluation for the award of a contract in response to this RFP.
- d) Only the option proposed by the successful bidder may be considered by Canada.
- e) The option, if incorporated into the Contract, in whole or in part, may or may not be exercised at the sole discretion of Canada.
- f) Canada reserves the right to negotiate the priced option.

ANNEX "F"

BID PACKAGE CHECKLIST

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

I1.1 - 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 days: Must be provided within **5 working days** of the written request.

Table I-1

No.	Solicitation Reference	Description	Period	Document provided
1	Front Page	<u>Request for Proposal</u> document part 1 page 1 completed and signed;	M	<input type="checkbox"/>
2	Annex A -1	<u>Mandatory and Evaluated Technical Criteria</u>	M	
3	3.1.2, Annex E	Section III - Financial Bid - Annex E- Detailed Financial Bid Presentation Sheet	M	<input type="checkbox"/>
4	5.1.1	Integrity Provisions - Declaration of Convicted Offences – <u>If Applicable</u>	M	<input type="checkbox"/>
5	5.1.2	Manufacturer Identification Code (MIC)	M (If Applicable)	<input type="checkbox"/>
6	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"/>
7	5.1.4	Vessel Construction Experience 1. The bidder must have built a minimum of 2 boats; built within the last 10 years, that meet the following criteria: (a) Fiberglass Construction; and, (b) Have a registered length between 42ft and 48ft. (c) Vessel tonnage must be under 15 tonnes (GRT).	M	<input type="checkbox"/>

8	5.1.4	Vessel Construction Experience 2. The bidder must provide objective evidence supporting the requirements of article 1 by the submission of 2 or more of the following: (a) General Arrangement drawings; (b) Photographs; (c) References; (d) Builder's plates (if applicable); and (e) Hull identification numbers confirming multiple builds.	M	<input type="checkbox"/>
9	5.1.5	Canadian Content declaration - <u>if Applicable</u>	M	<input type="checkbox"/>
10	5.1.1, Annex J	Integrity Regime – List of Directors form from Annex J completed.	48 Hrs	<input type="checkbox"/>
11	5.2.2, Annex G	Federal Contractors Program for Employment Equity- Certification	48 Hrs	<input type="checkbox"/>
12	5.2.3.1	Worker Compensation Certificate – Letter of Good Standing	48 Hrs	<input type="checkbox"/>
13	5.2.3.2	Welding certification – Valid Certificates for both CSA W47.1 and CSA W47.2	48 Hrs	<input type="checkbox"/>
14	7.11	Applicable laws – British Columbia by default.	48 Hrs	<input type="checkbox"/>
15	5.2.3.3, 7.18, Annex E	Insurance - Proof of Availability Prior to Contract Award in accordance with Annex D - INSURANCE REQUIREMENTS	5 days	<input type="checkbox"/>
16	5.2.3.4, Annex F	Contractor Quality Management System in accordance with 5.2.3.4 Contractor Quality Management System	5 days	<input type="checkbox"/>
17	5.2.3.5, Annex C	List of Subcontractors	5 days	<input type="checkbox"/>
18	5.2.3.6, 7.10	Project Schedule	5 days	<input type="checkbox"/>

I1.2 Contract Deliverable Requirements

The following information may be requested by the Contracting Authority, and it must be provided within the conditions stated in the table below of the written request:

No	Contract	Article	Description	Period after contract award	Document provided
<u>Other documentation after contract award (Reminder)</u>					
1	Part 7	7.15	Project Schedule	5 days	

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2	Part 7	7.21	Insurance certificate	10 days	
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Annex G – Bidders Questions and Canada's Answers

ANNEX H - FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION (Bid)

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

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

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

Complete both A and B.

A. Check only one of the following:

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

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

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

OR

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

B. Check only one of the following:

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() B1. The Bidder is not a Joint Venture.

OR

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

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