



**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**

**11 Laurier St. / 11, rue Laurier  
Place du Portage , Phase III**

**Core 0B2 / Noyau 0B2**

**Gatineau**

**Québec**

**K1A 0S5**

**Bid Fax: (819) 997-9776**

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

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

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

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

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

**Comments - Commentaires**

<b>Title - Sujet</b> Aluminum Utility boat	
<b>Solicitation No. - N° de l'invitation</b> 23239-230967/A	<b>Date</b> 2023-05-25
<b>Client Reference No. - N° de référence du client</b> 23239-230967	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$MC-009-29076	
<b>File No. - N° de dossier</b> 009mc.23239-230967	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Eastern Daylight Saving Time EDT <b>on - le 2023-07-04</b> Heure Avancée de l'Est HAE	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Gagnon, Brianne	<b>Buyer Id - Id de l'acheteur</b> 009mc
<b>Telephone No. - N° de téléphone</b> (873) 355-4939 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**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**

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

11 Laurier St. / 11, rue Laurier

6C2, Place du Portage

Gatineau

Québec

K1A 0S5

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

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

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

The Annexes include the Technical Statement of Requirement, the Basis of Payment, Subcontractor, the Insurance Requirements, Bidder Questions and Canada Responses and Warranty Claim.

### **1.2 Summary**

- 1.2.1 Natural Resources Canada (NRC) has a requirement to purchase two (2) 4.6-4.9 meter Aluminum Utility Boats with trailers and engines, built in accordance with the Technical Statement of Requirement (TSOR) Annex "A".

#### **Delivery**

The completed vessels and deliverables must be delivered on or before **March 31<sup>st</sup>, 2024**.

#### **Delivery Locations:**

Natural Resources Canada  
2464 Sheffield Road  
Ottawa, Ontario  
K1B 4E5

1.2.2 This requirement is subject to the Canada Free Trade Agreement (CFTA).

1.2.3 There are no safety requirements associated with this requirement.

1.2.4 This bid solicitation allows bidders to use the CPC Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

### 1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

### 1.4 Bid Submission Restriction

This is a bid solicitation for the construction of vessels under 1,000 tonnes in light displacement. The two shipyards selected by Canada under the National Shipbuilding Strategy for Combatant and Non-combat Work Packages are not eligible to bid in this regard. Therefore, neither Irving Shipbuilding Inc., nor Vancouver Shipyards Company Ltd., nor any of their subsidiaries or affiliates, nor the person controlling them ("subsidiary", "affiliate", "control" and "person", as defined in the Canada Business Corporations Act, R.S.C. 1985, c. C-44) are eligible to submit a bid or contract for the work covered by this bid solicitation. By submitting a bid as part of this bid solicitation, the Bidder certifies that it meets the above-noted restriction. It will also be specified in any resulting contract that if the Bidder does not comply with the aforementioned restriction, whether knowingly or unknowingly, Canada will have the right to terminate the contract for default in accordance with the provisions of the contract.

## 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.

Subsection 3 a) of Section 01, Integrity Provisions - Bid of Standard Instructions [2003](#) incorporated by reference above is deleted in its entirety and replaced with the following:

- a) At the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the [Ineligibility and Suspension Policy](#). During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names.

### 2.1.1 SACC Manual Clauses

**B1000T (2014-06-26) – Condition of Material - Bid**  
**B3000T (2006-06-16) – Equivalent Products**

### 2.2 Submission of Bids

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

Note: For bidders choosing to submit using 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.pareceptiondessoumissions-apbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.pareceptiondessoumissions-apbidreceiving.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.

Due to the nature of the bid solicitation, bids faxed to PWGSC will not be accepted.

### 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) 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 Ontario.

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 Improvements made as required during the solicitation

Bidders who feel that they can technically or technologically improve the specification in the bid solicitation are invited to provide written suggestions to the contracting authority identified in the bid solicitation. Bidders must clearly indicate the suggested improvements and the reasons for them. Suggestions that do not restrict competition or favour a particular bidder will be considered provided they

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are received by the Contracting Authority no later than 5 days prior to the bid solicitation closing date. Canada will have the right to accept or reject any or all of the suggestions put forward.

## 2.6 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

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: Management Submission
- Section III: Financial Bid
- Section IV: Certifications

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

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

### 3.2 Section I: Technical Bid

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

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

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.

In addition to providing the above requested information/documentation, Bidders must provide all documentation as requested in the following articles **3.2.1 to 3.4.**

### **3.2.1 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.

### **3.2.2 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: Management Submission**

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In their bid, bidders must describe their capacity and provide all the documents/information requested in Articles 4.1.2.1, 4.1.2.2, 4.1.2.3, and 4.1.2.4.

### **3.4 Section III: Financial Bid**

**3.4.1** Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B".

**3.4.2 Exchange Rate Fluctuation**  
C3011T (2013-11-06) - Exchange Rate Fluctuation

### **3.4.3 Unscheduled Work**

Bidders must provide the information requested in the Basis of Payment, Annex "B" 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.

### **3.5 Section VI: Certifications**

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

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

### **4.1 Evaluation Procedures**

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

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1. Mandatory Technical Criteria**

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

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

#### **4.1.2 Management Assessment**

In order to be declared compliant, the Bidder's proposal must, to the satisfaction of Canada, meet all the requirements of section 3.3, Section II: Management Bid, of PART 3, BID PREPARATION INSTRUCTIONS and provide all information required by this section.

##### **4.1.2.3 Contractor Quality Management System**

1. The Supplier must provide objective evidence that it has a quality assurance program in place, which must be in place during the performance of the Work and which takes into account the following quality control elements. Quality control elements shall include as a minimum:

- a. A quality assurance manual or quality assurance program descriptions
  - b. An inspection and test plan
  - c. The final inspection
  - d. Quality control records
2. Objective evidence may be in the form of a copy of the supplier's quality assurance manual that addresses these elements.
3. The supplier must also provide at least one (1) sample of the completed quality records used for the construction of the most recent vessel at its facility.

#### **4.1.3 Financial Evaluation**

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

##### **4.1.3.1 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 and Annex "B" – Basis of Payment.**

#### **4.2 Basis of Selection**

##### **4.2.1 Mandatory Technical Criteria**

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

### **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

#### **5.1 Certifications Required with the Bid**

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

##### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

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

## **5.2 Certifications Precedent to Contract Award and Additional Information**

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

### **5.2.1 Integrity Provisions – Documentation Required**

In accordance with the Ineligibility and Suspension Policy article, Information to be Provided When Bidding, Contracting or Entering into a Real Property Agreement (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must submit the required documentation, if applicable, to ensure that its bid is not rejected from the procurement process.

### **5.2.2 Welding Certification**

1. Welding must be performed by a welder certified by the Canadian Welding Bureau and in accordance with the requirements of the following Canadian Standards Association (CSA) standards:
  - (a) CSA W47.2 Fusion Welding of Aluminum Company Certification
2. Before contract award and within 5 calendar days of the written request by the Contracting Authority, the successful Bidder must submit evidence demonstrating its certification to the welding standards.

## **PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS**

### **6.1 Security Requirements**

There is no security requirement applicable to the Contract.

### **6.2 Insurance Requirements**

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

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 Requirement**

The contractor must provide two (2) 4.6 to 4.9 meter Aluminum Utility Boats with trailer and engines in accordance with the technical statement of requirements in Annex "A" and Bidders Questions and Canada Responses in Annex "E".

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File No. - N° du dossier  
23239-230967/A

Buyer ID - Id de l'acheteur  
009mc  
CCC No./N° CCC - FMS No./N° VME

## **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 \(2022-12-01\)](#) - General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

### **7.2.2 Supplemental General Conditions**

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

## **7.3 Security Requirements**

**7.3.1** There is no security requirement applicable to the Contract.

## **7.4 Term of Contract**

### **7.4.1 Delivery Date**

All the deliverables must be received on or before **March 31<sup>st</sup>, 2024**

### **7.4.2 Delivery Points**

Delivery of the requirement will be made to delivery point(s) specified below.

Natural Resources Canada  
2464 Sheffield Road  
Ottawa, Ontario  
K1B 4E5

## **7.5 Authorities**

### **7.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Brianne Gagnon  
Title: Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Marine Construction  
Address: 11 Rue Laurier Gatineau, QC J8X 4A6

Telephone: 873-355-4939  
E-mail address: [Brianne.gagnon@tpsgc-pwgsc.gc.ca](mailto:Brianne.gagnon@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**

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The Technical Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_

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

### 7.5.3 Inspection Authority

The Inspection Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
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: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
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 total cost of \$\_\_\_\_\_. Customs duties are included and Applicable Taxes are extra.

### 7.6.2 Limitation of Price

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

### 7.6.3 Payment for Fuels, Oils and Lubricants

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

### 7.6.4 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.

### 7.6.5 Schedule of Milestones

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

<u>Milestone No.</u>	<u>Description</u>	<u>% Value</u>	<u>Amount per Boat</u>
Milestone A	Hull materials delivered to Contractor and sustained construction commenced.	10%	\$
Milestone B	Hull, deck, and cabin completed; accepted by Canada	20%	\$
Milestone C	Outfitting/Electrical 75% complete; accepted by Canada	20%	\$
Milestone D	Test and trials completed; accepted by Canada.	23%	\$

Milestone E	Boat and technical manuals delivered and accepted by Canada	25%	\$
Milestone F	End of 12 month warranty period. Final acceptance.	2%	\$

Identified milestones must be included in all project schedules.

Payment for Delivery, Stage "D" is payable upon delivery and acceptance by Canada of the boat, trailer and manuals minus a deduction of twice the estimated value of the remaining work.

The holdback for the remaining work is payable when the work is completed and accepted by Canada. Payment of Security Step "E" is payable when the twelve (12) month period has ended. The amount payable will be the total amount granted at this stage less the total amount of any work undertaken by Canada for the repair of warranty defects.

## 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:

- all information required on form PWGSC-TPSGC 1111;
- all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
- the description and value of the milestone claimed as detailed in the Contract.
- 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.

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

### 7.7.1 Shipping Instructions - Delivery at Destination

Goods must be consigned to the destinations specified in this Contract and delivered: Incoterms 2000 "DDP- Delivery Duty Paid" to NRC 2464 Sheffield Road, Ottawa, Ontario, K1B 4E5.

## 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 Trade Qualifications

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

### 7.8.3 Workers' Compensation

The Contractor must maintain an account in good standing with the Workers' Compensation Board of the applicable province or territory for the duration 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 \_\_\_\_\_.

### 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](#) (2022-05-12) Higher Complexity Goods
- (d) Annex A, Technical Statement of Requirement;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Subcontractors;
- (g) Annex D, Insurance Requirements;
- (h) Annex E, Bidder Questions and Canada Responses;
- (i) Annex F, Warranty Claims; AND
- (j) the Contractor's bid dated \_\_\_\_\_,

### 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**. 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;

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- (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.*

2. 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:

**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.

**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 any change notifications and requests;
10. Any changes to the PMP; and
11. Other business as mutually agreed to by CANADA and the Contractor.

#### **7.16 Procedures for Design Change or Additional Work**

These procedures must be followed for any design change or additional work.

1. When Canada requests design change or additional work:
  1. The Technical Authority will provide the Contracting Authority with a description of the design change or additional work in sufficient detail to allow the Contractor to provide the following information:
    1. any impact of the design change or additional work on the requirement of the Contract;
    2. a price breakdown of the cost (increase or decrease) associated with the implementation of the design change or the performance of the additional work using either the form [PWGSC-TPSGC 1686](#), Quotation for Design Change or Additional Work, or the form [PWGSC-TPSGC 1379](#) (PDF 56KB) - ([Help on File Formats](#)) Work Arising or New Work.
    3. a schedule to implement the design change or to perform the additional work and the impact on the contract delivery schedule.
  2. The Contracting Authority will then forward this information to the Contractor.
  3. The Contractor will return the completed form to the Contracting Authority for evaluation and negotiation. Once agreement has been reached, the form must be signed by all parties in the appropriate signature blocks. This constitutes the written authorization for the Contractor to proceed with the work, and the Contract will be amended accordingly.
2. When the Contractor requests design change or additional work:
  1. The Contractor must provide the Contracting Authority with a request for design change or additional work in sufficient detail for review by Canada.
  2. The Contracting Authority will forward the request to the Technical Authority for review.
  3. If Canada agrees that a design change or additional work is required, then the procedures detailed in paragraph 1 are to be followed.
  4. The Contracting Authority will inform the Contractor in writing if Canada determines that the design change or additional work is not required.

Approval: The Contractor must not proceed with any design change or additional work without the written authorization of the Contracting Authority. Any work performed without the Contracting

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Authority's written authorization will be considered outside the scope of the Contract and no payment will be made for such work.

### 7.17 Insurance Requirements

The Contractor must meet the insurance requirements outlined in Annex "D". The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with insurance requirements does not relieve the Contractor from liability under the Contract, nor does it diminish liability.

The Contractor is responsible for deciding whether additional insurance is required to meet its obligations under the Contract and to comply with applicable laws. Any additional insurance taken out shall be borne by the contractor and for his benefit and protection.

The Contractor must submit to the Contracting Authority, within ten (10) days of the date of contract award, a certificate of insurance showing the insurance coverage and confirming that the insurance policy meets the requirements is in effect. For Canadian-based bidders, insurance must be obtained from an insurer authorized to do business in Canada, however, for foreign-based bidders, the insurance coverage must be taken with an insurer with an A.M. Best rating of at least "A-". The Contractor must, at the request of the Contracting Authority, provide Canada with a certified copy of all applicable insurance policies.

### 7.18 Shipping instructions - free on board Destination and return duty paid

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

FOB destination, including all delivery charges, customs duties and applicable taxes.

### 7.19 SACC Manual Clauses

[1031-2](#) (2012-07-16) – Principles of Contract Costs  
[A1009C](#) (2008-05-12)- Work Site Access  
[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](#)

### 7.20 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.

### **7.21 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.

### **7.22 Dispute Resolution**

- (a) The Parties agree to maintain open and honest communication regarding the Work throughout and after the performance of the Contract.
- (b) The Parties agree to consult and cooperate in the performance of the Contract, to promptly inform any other Party of any problems or disputes that may arise and to attempt to resolve them.
- (c) If the parties are unable to resolve a dispute through consultation and cooperation, the parties agree to consult with a neutral third party providing alternative dispute resolution services to attempt to resolve the issue.
- (d) Alternative dispute resolution services are available on the Buy and Sell Canada website under the title "Dispute Resolution".

### **7.23 WARRANTY CLAIM PROCEDURES**

#### **Reporting Failures with Warranty Potential**

1. The initial purpose of a report of a failure is to facilitate the decision as to whether or not to involve warranty and to generate action to effect repairs. Therefore in addition to identification, location data, etc. the report must contain details of the defect. Warranty decisions as a general rule are to be made locally and the administrative process is to be in accordance with procedures as indicated.
2. These procedures are necessary as invoking a warranty does not simply mean that the warrantor will automatically proceed with repairs at their expense. A review of the defect may well result in a disclaimer of responsibility, therefore, it is imperative that during such a review the Department is directly represented by competent technical authority qualified to agree or disagree with the warrantor's assertions.

#### **Procedures**

3. Immediately it becomes known to the vessel staff that an equipment/system is performing below accepted standards or has become defective, the procedures for the investigation and reporting are as follows:

a. On review of the specification and the acceptance document, the Technical Authority is to complete section 1 of the Warranty Claim Form (copy attached as Appendix 1) and forward the original to the Contracting Authority. A copy will then be forwarded to the Contractor. If the Contracting or Inspection Authority is unable to support warranty action, the Defect Claim Form will be returned to the originator with a brief justification. It is to be noted that in the latter instance PWGSC will inform the Contractor of its decision and no further action will be required of the Contractor.

b. Assuming the Contractor accepts full responsibility for repair, the Contractor completes Section 2 and 3 of the Claim Form, returns it to the Inspection Authority who confirms corrective action has been completed, and who then distributes the form to the Technical Authority and PWGSC Contracting Authority.

c. In the event that the Contractor disputes the claim as a warranty defect, or agrees to share, the contractor is to complete Part 2 of the Claim Form with the appropriate information and forward it to the Contracting Authority who will distribute copies as necessary;

4. When a warranty defect claim is disputed by the Contractor, the Technical Authority may arrange to correct the defect by in-house resources or by contracting the work out. All associated costs must be tracked and recorded as a possible charge against the Contractor by PWGSC action. Material costs and man-hours expended in correcting the defect are to be recorded and entered in Section 5 of the warranty defect claim by the Technical Authority who will forward the warranty defect claim to the Contracting Authority for action. Defective parts of equipment are to be retained pending settlement of claim.

5. Defective equipment associated with potential warranty should not normally be dismantled until the Contractor's representative has had the opportunity to observe the defect. The necessary work is to be undertaken through normal repair methods and costs must be segregated as a possible charge against the Contractor by PWGSC action.

6. Agreement between the Contracting Authority, Inspection Authority, Technical Authority and the Contractor will result in one of the following conditions:

a. The Contractor accepts full responsibility for costs to repair under the warranty provisions of the contract;

b. The Technical Authority accepts full responsibility for repair of item concerned, or the Contractor and the Technical Authority agree to share responsibility for the costs to repair in such cases the Contracting Authority will negotiate the best possible sharing arrangement;

c. In the event of a disagreement, PWGSC will take necessary action with the Contractor while the Technical Authority informs its Senior Management including pertinent data and recommendations.

## **7.24 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.

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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.

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**ANNEX "A"**

**TECHNICAL STATEMENT OF REQUIREMENT**

**ANNEX "B"**

**BASIS OF PAYMENT**

**Note: Bidders must indicate the following items, their unit bid price, excluding taxes.**

Item	Description	Unit Price (CAD\$)	Quantity	Total Price (CAD\$)
1	4.6-4.9 Aluminum Utility Boat with engines built in accordance with Annex "A".	\$	2	\$
2	Trailer	\$	2	\$
3	Delivery: Natural Resources Canada 2464 Sheffield Road Ottawa, Ontario K1B 4E5	\$		\$
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.

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**Annex C**

**SUBCONTRACTORS**

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

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## ANNEX "D"

### 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,

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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 Natural Resources 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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Client Ref. No. - N° de réf. du client  
23239-230967/A

Amd. No. - N° de la modif.  
File No. - N° du dossier  
23239-230967/A

Buyer ID - Id de l'acheteur  
009mc  
CCC No./N° CCC - FMS No./N° VME

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For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

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**ANNEX "E"**

**BIDDER QUESTIONS AND CANADA RESPONSES**



Solicitation No. - N° de l'invitation  
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**3. Contractor's Corrective Action – La modalité de reprise de l'entrepreneur**

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Contractor's Name and Signature – Nom et signature de l'entrepreneur  
de reprise

Date of Corrective Action - Date de modalité

Client Name and Signature - Nom et signature de client

Date

**4. PWGSC Review of Warranty Claim Action – Examen d'action de réclamation de garantie par TPSGC**

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Signature – Signature

Date

**5. Additional Information – Renseignements supplémentaires**

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