



**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

Title - Sujet Aluminum Utility boat with Trailer	
Solicitation No. - N° de l'invitation 23239-230967/B	Date 2023-07-27
Client Reference No. - N° de référence du client 23239-230967	
GETS Reference No. - N° de référence de SEAG PW-\$\$MC-009-29132	
File No. - N° de dossier 009mc.23239-230967	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2023-09-05 Heure Avancée de l'Est HAE	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Gagnon, Brienne	Buyer Id - Id de l'acheteur 009mc
Telephone No. - N° de téléphone (873) 355-4939 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: 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

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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This bid solicitation cancels and supersedes previous bid solicitation number 23239-230967/A dated May 26th, 2023 with a closing of July 18th, 2023 at 2pm EST. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include the Technical Statement of Requirement, the Basis of Payment, the 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 31st, 2024**.

Delivery Locations:

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

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

1.2.3 There are no security 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 or by telephone

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](#) (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days
Insert: 90 days

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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

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 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.

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- (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: 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.

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

Canada is committed to achieving [net zero greenhouse gas \(GHG\) emissions by 2050](#) in an effort to position Canada for success in a green economy and to mitigate climate change impacts. As a result, future solicitations may include the following:

- there may be evaluation criteria or other instructions in the solicitation or contract documents related to measuring and disclosing your company's GHG emissions;
- you may be requested or required to join one of the following initiatives to submit a bid, offer or arrangement or if you are awarded the contract:
 - Canada's Net-Zero Challenge;
 - the United Nations Race to Zero;
 - the Science-based Targets Initiative;
 - the Carbon Disclosure Project;
 - the International Organization for Standardization;
- you may be required to provide other evidence of your company's commitment and actions toward meeting net zero targets by 2050.

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 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

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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.

3.3 Section II: Financial Bid

3.3.1 Bidders must submit their financial bid in accordance with the Basis of Payment as set out in Annex "B".

3.3.2 Exchange Rate Fluctuation

The need does not anticipate offering to mitigate risks related to exchange rate fluctuations. No request to mitigate risks related to exchange rate fluctuations will be considered. Any submission that includes such a provision will be declared non-responsive.

3.4 Section III: Certifications

Bidders must submit the certifications and additional information required by 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.

4.1.2 Financial Evaluation

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

4.1.2.1 Mandatory Financial Criteria

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

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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 Federal Contractors Program for Employment Equity - Bid Certification

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

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

PART 6 - INSURANCE REQUIREMENTS

6.1 Insurance – No Specific Requirement

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

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".

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

[2010A \(2022-12-01\)](#) - General Conditions – Medium Complexity - Goods, 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

While delivery is required by March 31st, 2024, the best delivery that could be offered is _____.

7.4.2 Delivery Points

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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

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 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: _____

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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.

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 Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

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7.7 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

2. Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the following address for certification and payment.

3. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

7.7.1 Shipping Instructions - Delivery at Destination

Goods must be consigned to the destinations specified in this Contract and delivered: Incoterms 2023 "DDP- Delivery Duty Paid" to Natural Resources Canada
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 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 general conditions [2010A \(2022-12-01\)](#) Medium Complexity Goods
- (c) Annex A, Technical Statement of Requirement;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Bidder Questions and Canada Responses;
- (f) Annex D, Warranty Claims;
- (g) the Contractor's bid dated _____,

7.11 Post Contract Award/Kickoff Meeting

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Within **3 working days** of the receipt of the contract, the Contractor must contact the Contracting Authority to determine the details of a kickoff 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 Insurance Requirements

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

7.13 SACC Manual Clauses

D0018C (2007-11-30) - Delivery and Unloading
D2000C (2007-11-30) – Marking
D2001C (2007-11-30) – Labelling
D9002C (2007-11-30) - Incomplete Assemblies

7.14 Manuals

1. No later than 14 calendar days prior to delivery of the boat, the Contractor must obtain and deliver to the Technical Authority for approval all Data Books, Operating Instruction Books, 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.

7.15 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.

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7.16 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".

7.17 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

1. 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;
2. 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

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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.

3. 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.
4. 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.

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ANNEX "A"

TECHNICAL STATEMENT OF REQUIREMENT

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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	\$	1	\$
Total excluding taxes				\$

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ANNEX "C"

BIDDER QUESTIONS AND CANADA RESPONSES

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ANNEX "D"**Warranty Claim**

Public Works and Government Services Canada

Vessel Name – Nom de navire	File No. – N° de dossier	Contract No. - N ° de contrat			
Customer Department – Ministère client		Warranty Claim Serial No. Numéro de série de réclamation de garantie			
Contractor – Entrepreneur		Effect on Vessel Operations Effet sur des opérations de navire			
		Critical	Degraded	Operational	Non- operational
		Critique	Dégradé	Opérationnel	Non- opérationnel
1. Description of Complaint – Description de plainte					
Contact Information – l'information de contact					
Name – Nom		Tel. No. - N ° Tél			
Signature – Signature			Date		

2. Contractor's Investigative Report – Le rapport investigateur de l'entrepreneur

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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
 de reprise

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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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TSOR

16' (4.8768 m) Aluminum utility boats

Special requirements and conditions to be met are identified with an Asterix (*).

Background: Polar Continental Shelf Program (PCSP) is a national service delivery agency providing logistical support to researchers from Canadian government agencies, northern communities, independent, and university groups conducting scientific activities in Canada's Arctic. Services include charter air transportation, accommodation at the Resolute facility, loaning of field equipment and communications to remote sites. The Program is administered by NRCan's Lands and Minerals Sector.

General

- * Aluminium utility boats are becoming more essential when it comes to higher load ratings to carry unique scientific equipment where a rigid structure is required to mount the equipment to. Additionally, an open floor design offers more volume to move around in.
- * The boat must be able to navigate and negotiate lakes, rivers, river inlets, deep & shallow waters, open water close to shorelines and rocky shores.
- * Sea State number 0

Requirements:

- * Colour – Black, blue, grey, or white are all acceptable colour schemes.
- * Total length must be between 15' (4.572 m) to 16' (4.8768 m) long.
- * Width must be at least 72" (182.88 cm) wide.
- * Minimal chine width of 61" (154.94 cm).
- * The depth needs to be at least 27" (68.58 cm) high.
- * A four-stroke outboard engine of at least 25hp must be offered with purchase
- * Transom height must be at 20" (50.8 cm) maximum to allow the use of outboard from our inventory selection
- * Total weight no more than 600 lbs (272.15 kg) without the outboard.
- * A trailer with a transom saver, transom tie downs (2), carpeted load guides (2) and a spare wheel is required

Specifications:

- * Must be able to use a 30hp outboard engine.
- * The gas container must remain portable at all times and must contain at least 20L worth of fuel.
- * A carrying capacity of at least 800 lbs (362.87 kg).
- * Stainless steel eyes to tie down and/or affix to both at the bow and stern.

- * The bottom and hull thickness must be at least 0.60" (15.24 mm) thick and made of a marine grade alloy.
- * An aluminum transom is the ideal choice for durability and longevity as well as a self-draining shelf.
- * Must be able to seat two adults by way of folding seats.
- * Storage areas built into the deck and sidewalls for safety equipment.
- * The floor must be flat and cleared of obstructions.
 - o No center seating running across the deck.
 - o The floor must be covered in marine grade vinyl.
 - o The floor must be made of marine grade plywood or aluminium.
- * An electric bilge pump is necessary given the size of the boat and its sealed floor.
- * An emergency reboarding ladder

**Warranty &
Repair Service**

- * Product must be warranted against defective materials and /or workmanship for the normal / expected lifetime of the product.
- * Bidder must provide a certified repair services. Services may be allocated to a certified 3rd party service provider recognised by the bidder. Certified meaning that – any warranty repairs will not affect the manufacturer’s craftsmanship / material warranty;
- * Provide repair services (*certified 3rd party acceptable*) for non-warranty work at a reasonable cost; and
- * Repair to be performed using genuine products parts and materials.

**Contract
Forecast**

Anticipated procurement for two units