

**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 0A1 / Noyau 0A1**

**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> REPAIR & OVERHAUL	
<b>Solicitation No. - N° de l'invitation</b> W6399-12DF28/A	<b>Date</b> 2012-11-26
<b>Client Reference No. - N° de référence du client</b> W6399-12DF28	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$MC-026-23366	
<b>File No. - N° de dossier</b> 026mc.W6399-12DF28	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-01-08</b>	<b>Time Zone Fuseau horaire</b> Eastern Standard Time EST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input checked="" type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Tinkess, Dianne	<b>Buyer Id - Id de l'acheteur</b> 026mc
<b>Telephone No. - N° de téléphone</b> (819) 956-0178 ( )	<b>FAX No. - N° de FAX</b> (819) 956-0897
<b>Destination - of Goods, Services, and Construction: 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	<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 (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>

**Request for Proposal (RFP) for  
the Repair and Overhaul (R&O), Reduction of Spares,  
Change and Disposals, Special Investigations and Technical Studies (SITS),  
Mobile Repair Parties (MRP) and Technical Investigations and Engineering Support (TIES) for  
Service boats and related equipment for  
the Department of National Defence (DND)**

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Solicitation No. - N° de l'invitation

W6399-12DF28/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

026mc

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

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## PART 1 - GENERAL INFORMATION

### 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: includes the certifications 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 Statement of Work for Repair and Overhaul of service boats and related equipment and the Task Authorization Form (DND 626).

### 2. Summary

The Contractor must provide the Department of National Defence (DND) with Repair and Overhaul (R&O), Reduction of Spares, Change and Disposals, Special Investigations and Technical Studies (SITS), Mobile Repair Parties (MRP) and Technical Investigations and Engineering Support (TIES) for Service boats and related equipment in accordance with the Statement of Work for Repair and Overhaul for Service boats and related equipment - **Annex "A"**.

The period of the Contract will be from the date of contract award to March 31, 2015 inclusively with the option to extend by three (3) additional one (1) year period.

This procurement is subject to the Controlled Goods Program.

### 3. Debriefings

After contract award, 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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

## PART 2 - BIDDER INSTRUCTIONS

### 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>) 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 (2012-11-19) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The text under Subsection 4 of Section 01 - Code of Conduct and Certifications - Bid of 2003 referenced above is replaced by:

Bidders should provide, with their bid or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to provide such a list within the required time frame will render the bid non-responsive. Bidders must always submit the list of directors before contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229)

(<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaire-forms-eng.html>) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

The text under Subsection 5 of Section 01 - Code of Conduct and Certifications - Bid of 2003 referenced above is replaced by:

The Bidder must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the bid, and must also provide Canada, when requested, with the corresponding Consent Forms. The Bidder will also be required to diligently maintain the list and when requested, provide Consent Forms during the period of any contract arising from this bid solicitation.

## **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 on page 1 of the bid solicitation.

## **3. Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

#### 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.

### PART 3 - BID PREPARATION INSTRUCTIONS

#### 1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

- Section I - Technical Bid (three (3) hard copies and three (3) soft copies on CDs)
- Section II - Financial Bid (one (1) hard copy and one (1) soft copy on CD)
- Section III - Certifications (one (1) hard copy and one (1) soft copy on CD)

Two (2) packages must be provided with the bid. The first package should include two (2) hard and two (2) soft copies of the Technical Bid, Section I. The other package should include all Sections as requested above.

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to :

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### 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 in a thorough, concise and clear manner for carrying out the work.

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

### **1.1 Subcontractors**

A list 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. Résumés of subcontractors performing Work on the Service boats and related equipment may be requested.

### **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment in *Part 7 - Article 6.2*. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

### **1.2 Exchange Rate Fluctuation**

C3011T (2010-01-11), Exchange Rate Fluctuation

### **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

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

### **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.

#### **1.1 Technical Evaluation**

##### **1.1.1 Mandatory Technical Criteria**

In order to be compliant, Bidder's proposal must, to the satisfaction of Canada, meet all requirements of this RFP by providing all information as requested below.

###### **1.1.1.1 Repair Facility Location**

The Bidder must have locally authorized repair facilities within 150 km (94 mi) of:

- (a) Esquimalt, British Columbia; and
- (b) Halifax/Dartmouth, Nova Scotia.

The Bidder must provide written attestation that identifies the locations for all authorized repair facilities within the regions specified in the section labelled "Repair Facility Location" including business names, addresses (both mailing and civic) and contact information. The Bidder must provide written attestation that all repair facilities used are such that they are able to meet all the requirements of Annex A, section 4.2.3.

#### **1.1.1.2 MRP, SITS, and TIES Experience**

The Bidder must provide objective evidence that it has a proven capability in the maintenance of similar vessels of this size and type of RHIB which is the subject to this RFP.

The Bidder must provide a detailed list of boats that the Bidder has provided MRP, SITS, and TIES. The boats listed must be from 9 to 11 m RHIBs. The work must have been completed in the past 5 years. The list must include not less than 10 boats. This list must contain the names of the customers for whom the Work was carried out for.

#### **1.1.1.3 General Work Experience**

The Bidder must provide objective evidence that it has the experience to conduct the following work:

- Aluminum hull, deck, and internal structure repair and overhaul
- Neoprene/Hypalon™ buoyancy tube repair, installation on the hull, bolting flange repair and overhaul, and Neoprene/Hypalon™ buoyancy tube valve and baffle repair and overhaul
- Repair and overhaul of rub strips and other attachments to Neoprene/Hypalon™ buoyancy tubes
- Repair and overhaul of ancillary equipment including, but not limited to, fuel tanks, fuel pumps, alternators, power inverters and rectifiers, bilge pumps, fuel flow meters, etc.
- Aluminum hull painting including bottom coatings, antifouling coatings, deck painting, superstructure painting of both metal and composite materials
- Installation of marinized electronic equipment including navigation systems, radios, radars, GPS, and communication gear (intercom, external coms, loud hailer, AIS etc.)
- Installation of marinized wire runs, electronic connections, etc.
- Installation of shock mitigating seating systems

The Bidder must provide a detailed list of boats that the Bidder has provided R&O services for, which included the specified work, in the section labelled "General Work Experience". The boats listed must be from 9 to 11 m RHIBs. The work must have been completed in the past 5 years. The list must include not less than 10 boats.

#### **1.1.1.4 Configuration Management**

The Bidder must have an established, Configuration Management (CM) program with controls in place in accordance with MIL-HDBK-61A, and must provide configuration identification, control, and status accounting of all new and/or modified hardware, firmware, software and documentation.

The Bidder must provide detailed description of their configuration management program. This must include processes to control baseline drawings and each hull configuration and how baseline changes are approved and captured in the Bidder's process.



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The Bidder must provide a detailed list of boats that the Bidder has provided Configuration Management on. The boats listed must be 9 metres or greater. This work must have been conducted in the past 5 years. This list must contain the names of the customers for whom the work was carried out for. Canada reserves the right to verify this information.

#### **1.1.1.5 Propulsion and Steering System**

The Bidder must provide objective evidence that it has OEM (Mercury Marine) certified technicians or access to OEM authorized repair facility within the geographical constraints of this RFP for the duration of the contract. This could be in the form of a resumé.

#### **1.1.1.6 Engineer Support**

The Bidder must provide objective evidence that it has on staff such as resumes and certifications or a contracted Professional Engineer with minimum two years experience in design of similar RHIBs.

#### **1.1.1.7 Naval Architect Support**

The Bidder must provide objective evidence that it has on staff or a contracted Naval Architect with minimum two years experience in design of similar RHIBs, subject to this RFP.

#### **1.1.1.8 Project Management Support**

The Bidder must provide objective evidence including contracts and customer references of its previous performance measure of similar RHIB projects (from 9 to 11 meters) completed on time and at cost. A single project is defined as providing project management support for a minimum number of 3 RHIBs similar in size to the RHIBs subject to this RFP to a single customer.

#### **1.1.1.9 Project Manager**

The Bidder must provide objective evidence such as resumes and certifications that it has on staff or a contracted Project Manager with at least 2 years of experience in project management providing maintenance support to a fleet of RHIBs similar to the one subject to this RFP.

#### **1.1.2.0 Quality Plan - Solicitation**

The Bidder must submit a Quality Plan with the bid. The Quality Plan must be in the same format that will be used after award of contract.

The Quality Plan may reference other documents. Where referenced documents do not already exist, but are required by the Quality Plan, the plan must identify them and also identify when, how and by whom they will be prepared and approved. The documents referenced in the Quality Plan must be made available when requested by Public Works and Government Services Canada or the Department of National Defence.

## 1.2 Financial Evaluation

### 1.2.1 Price

Bidder must provide rates for each category of work as detailed in Part 7 article 6.2 Basis of Payment - Firm Hourly Rates.

*Note 1: All amounts in this example are fictitious and used as an example only.*

*Note 2: In the event that more than one bidder has the same hourly rate total and meets all the mandatory technical requirements, the bidder who provides the best discount to Canada for materials and replacement parts will be recommended for Contract award.*

For evaluation purposes the rates by level will be added together to determine an average hourly rate. Then the average hourly rates will be added together to determine the overall average as per the example below:

**EXAMPLE:**

Labour Category	Firm Hourly Rate		
	Regular Time*	Overtime 1**	Overtime 2***
Level I Marine Engineer	\$80.00/hr	\$100.00/hr	\$120.00/hr
Level II Mechanic	\$45.00/hr	\$65.00/hr	\$85.00/hr
Level III Technician	\$40.00/hr	\$60.00/hr	\$80.00/hr

Level 1 The rates for the regular and overtime will be added together and divided by 3. For example  $\$80.00 + \$100.00 + \$120.00 = \$300.00 / 3 = \$100.00$ .

Level 2 The rates for the regular and overtime will be added together and divided by 3. For example  $\$45.00 + \$65.00 + \$85.00 = \$195.00 / 3 = \$65.00$ .

Level 3 The rates for the regular and overtime will be added together and divided by 3. For example  $\$40.00 + \$60.00 + \$80.00 = \$180.00 / 3 = \$60.00$ .

Once the total of each level is determined, the totals will be added together and divided by 3 to determine the lowest bid. For example  $\$100.00 + \$65.00 + \$60.00 = \$225.00 / 3 = \$75.00$ .

## 2. Basis of Selection

### 2.1 Basis of Selection - 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.

## 2.2 Evaluation of Price

SACC Manual Clause A0222T (2010-01-11) - Evaluation of Price

## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

### 1. Code of Conduct Certifications - Certifications Required Precedent to Contract Award

- 1.1** Bidders should provide, with their bid or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Bidders must submit the list of directors before contract award, failure to provide such a list within the required time frame will render the bid non-responsive.

The Contracting Authority may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

### 2. Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, 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.

#### 2.1 Federal Contractors Program - Certification

##### Federal Contractors Program - \$200,000 or more

- 1.** The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.
3. The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- a. ( ) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- b. ( ) is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- c. ( ) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- d. ( ) is subject to the FCP, and has a valid certificate number as follows: \_\_\_\_\_ (e.g. has not been declared an ineligible contractor by HRSDC).

Further information on the FCP is available on the HRSDC Web site.

## 2.2 Price Certification

The Bidder certifies that the price proposed

- (a) is not in excess of the lowest price charged anyone else, including the Bidder's most favored customer, for the like quality and quantity of the goods, services or both;
- (b) does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of goods, services or both of like quality and quantity, and
- (c) does not include any provision for discounts to selling agents.

## 2.3 Rate Certification - Commercial Services

The Bidder certifies that the rate proposed:

- (a) is not in excess of the lowest rate charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the service;

- (b) does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of services of like quality and quantity, and
- (c) does not include any provision for discounts to selling agents.

## 2.4 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-M1987(R2003), Certification of Companies for Fusion Welding of Aluminum division 1 or 2.1.
2. Before contract award and within five (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

### 1. Security Requirement

1. No classified information, equipment, or material will be released or removed from DND controlled premises in support of the requirement. Contractor personnel requiring:

- (a) access to classified DND sites, and/or,
- (b) access to classified materiel, equipment or documents under DND control;

must, in consideration of a bona fide need to know, be security cleared by PWGSC Industrial Security Branch to the requisite level before such access is allowed. The requisite level for this PI is Unclassified. Contractor personnel requiring access to DND sites in support of PIs involving no access to classified materiel must be escorted if potential exist for inadvertent access to classified material.

2. Depending on local circumstances the requirement may exist for introduction of escorts or other physical security measures to prevent access, inadvertent or otherwise, to classified or otherwise sensitive material by cleared contractor personnel (beyond that required to fulfill the objectives of this PI) where no 'need to know' exists.

3. Should the requirement arise for classified equipment, material or documents to be released to the contractor for removal from DND premises, a Security Requirements Check list will be raised by the applicable OPI, and subsequently approved and signed by D Secur Ops before any such release occurs.

4. Names of visitors, place and date of birth and their National Security Clearance, if any, and proposed dates of visits are to be reported to:

National Defence Headquarters  
MGen George R. Pearkes Building  
101 Colonel By Dr  
Ottawa ON K1A 0K2  
Attention: **D Secur Ops 3 3**

**2. Financial Capability**

*SACC Manual* clause A9033T (2012-07-16) Financial Capability

**3. Controlled Goods Requirement**

*SACC Manual* clause A9130T (2011-05-16) Controlled Goods Program

**4. 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 *Part 7 - Resulting Contract Clause 14 - Insurance Requirements*.

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.

### 1. Requirement

The Contractor must provide the Department of National Defence (DND) with Repair and Overhaul (R&O), Reduction of Spares, Change and Disposals, Special Investigations and Technical Studies (SITS), Mobile Repair Parties (MRP) and Technical Investigations and Engineering Support (TIES) for Service boats and related equipment in accordance with the Statement of Work for Repair and Overhaul for Service boats and related equipment - **Annex "A"**.

### 1.2 Categories of Work

The Requirement is divided in two (2) categories of work.

#### 1.2.1 Category 1

Category 1 consist of Repair and Overhaul (R&O), Mobile Repair Party (MRP), Special Investigations and Technical Studies (SITS).

Additional information:

- (a) R&O: This activity is for the modifications of the equipment or systems (from the OEM standard) which DND specifically requests (e.g. a DND-sponsored modification, DND-approved "optional extras" or incorporation of optional OEM service bulletins), to which DND agrees and includes, but is not limited to:
  - i. "Involuntary" modifications not considered "Engineering Change, does still require DND's knowledge and approval, and may include improvements;

Examples:

- replacing a part which is no longer produced, with the OEM's new substitute part; or
- incorporation of compulsory service bulletins; or
- updating an early configuration to the OEM's current baseline standard.

#### 1.2.2 Category 2

Category 2 consist of TIES and Disposal.

Additional information:

- (a) TIES: This activity is for the provision of system and equipment maintenance support and management services as related to the assigned work, and includes, but is not limited to:
  - i. the requirement of analysis and planning to ensure current reliability and availability specifications can be met, the scheduling of maintenance, the identification of spares and support, as well as the development of policies and maintenance procedures;
  - ii. the contract management activity associated with the TIES, as well as the validation/acceptance of deliverables when the maintenance activity is contracted under TIES.

- (b) **DISPOSAL:** This activity includes all disposal-related aspects of removing existing systems from service as well as the physical disposal of assets. This work includes but is not limited to:
- i. disposal options analysis, the preparation of disposal plans;
  - ii. identification of surplus equipment and disposal of equipment/systems and fleet, ensuring that safety and environmental requirements are addressed;
  - iii. contract management activities as related to disposal activities contracted under TIES;
  - iv. consulting services in the form of deficiency analysis, operational and planning support and analysis.

## 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>) issued by Public Works and Government Services Canada.

### 2.1 General Conditions

**2035** (2012-11-19) *General Conditions - Services* (Higher Complexity), apply to and form part of the Contract.

**1031-2** (2012-07-16) *Contract Cost Principles*, apply to and form part of the Contract.

The text under Subsection 4 of Section 41 - Code of Conduct and Certifications - Contract of 2035 referenced above is replaced by:

During the entire period of the Contract, the Contractor must diligently update, by written notice to the Contracting Authority, the list of names of all individuals who are directors of the Contractor whenever there is a change. As well, whenever requested by Canada, the Contractor must provide the corresponding Consent Forms.

### 2.2 Supplemental General Conditions

**1029** (2010-08-16) *Supplemental General Conditions - Ship Repairs*, apply to and form part of the Contract.

## 3. Security Requirement

1. No classified information, equipment, or material will be released or removed from DND controlled premises in support of the requirement. Contractor personnel requiring:

- (a) access to classified DND sites, and/or,
- (b) access to classified materiel, equipment or documents under DND control;

must, in consideration of a bona fide need to know, be security cleared by PWGSC Industrial Security Branch to the requisite level before such access is allowed. The requisite level for this PI is Unclassified. Contractor personnel requiring access to DND sites in support of PIs involving no access



to classified materiel must be escorted if potential exist for inadvertent access to classified material.

2. Depending on local circumstances the requirement may exist for introduction of escorts or other physical security measures to prevent access, inadvertent or otherwise, to classified or otherwise sensitive material by cleared contractor personnel (beyond that required to fulfill the objectives of this PI) where no 'need to know' exists.
3. Should the requirement arise for classified equipment, material or documents to be released to the contractor for removal from DND premises, a Security Requirements Check list will be raised by the applicable OPI, and subsequently approved and signed by D Secur Ops before any such release occurs.
4. Names of visitors, place and date of birth and their National Security Clearance, if any, and proposed dates of visits are to be reported to:

National Defence Headquarters  
MGen George R. Pearkes Building  
101 Colonel By Dr  
Ottawa ON K1A 0K2  
Attention: **D Secur Ops 3 3**

#### **4. Term of Contract**

##### **4.1 Period of the Contract**

The period of the Contract will be from the date of contract award \_\_\_\_\_ to March 31, 2015 inclusively with the option to extend by three (3) additional one (1) year period.

##### **4.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least **30** calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

#### **4.3 Process for Work approval**

##### **4.3.1 Task Authorization Process for CATEGORY 1 (R&O excluded) and CATEGORY 2**

Task Authorization:

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

Task Authorization Process:

1. The Technical Authority or the Requisitioning Authority will provide the Contractor with a Statement of Work (SoW).
2. The SOW will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA or the RA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. The Contractor must provide, within **five (5)** calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a Task Authorization (form DND 626) attached as **Annex "B"** is approved by authorized by the Requisitioning Authority or the Contracting Authority. The Contractor acknowledges that any work performed before an approved TA has been received will be done at the Contractor's own Risk.

#### 4.4 Proofing and Testing

The Contractor is responsible for the conduct of all examinations and tests required to demonstrate full conformance of the work to contract requirements. The Contractor may use his own or any other inspection facility and service acceptable to the Quality Assurance Representative (QAR).

#### 4.5 Performance and Reliability

Equipment, systems and/or vessels repaired or overhauled in accordance with the terms of this contract must be produced to meet the standards of performance and reliability described in applicable engineering orders and test sheets. When such standards are not described or when the standards described are considered by the Contractor to be inadequate, the Contractor will submit the standards of performance and reliability to which he proposes to repair/overhaul the equipment through the Quality Assurance Representative (QAR) to the Technical Authority for approval.

#### 4.6 Identification Marking (R&O)

All equipment assemblies or components after overhaul or reconditioning must have the original marking information restored and must have the following information added immediately adjacent to the original identification markings or previous reconditioning markings: reconditioner's identification, date of reconditioning, date of expiration of warranty and QAR's stamp/number.

#### 4.7 Urgent Requirements

The Contractor must take immediate action to satisfy urgent requirements of the Department of National Defence, as and when authorized by the Requisitioning Authority, provided however, that if such requirements do not comply with the nature of the work set out in this Contract, the Contractor must first obtain the authorization of the Contracting Authority.

#### 4.8 Classified/sensitive material

Normally the work will be performed in the Contractor's own place of business or offices. Provision will be made for the Contractor to have access to classified/sensitive material as required. Facilities will be provided as necessary by the Technical Authority.

#### 4.9 Environmental Protection

The Contractor is responsible for ensuring that all work carried out is in compliance with all applicable municipal, provincial, federal and statutory environmental protection laws and regulations.

Prior to the commencement of work each contractor must have in place an Emergency / Spill Response Plan and also processes and procedures for the identification, management, handling and disposal of all substances, pollutants and material covered by the applicable municipal, provincial, federal and statutory environmental protection laws and regulations. Copies of all Hazardous Material Disposal Certificates raised whilst completing any work under the scope of the Contract are to be provided to the Contract Authority.

Furthermore, additional evidence of compliance with municipal, provincial, federal and statutory environmental laws and regulations is to be forthwith furnished by the Contractor to the Contract Authority upon request.

Failure to comply with any of the above will be, of and by itself, grounds for termination of the contract for default.

#### 4.10 SACC Manual Clause

A9016C (2011-05-16) Hazardous Waste Disposal

B8044C (2007-05-25) Mobile Repair Parties

D3010C (2012-07-16) Dangerous Goods/Hazardous Products

D5540C (2010-08-16) ISO 9001:2008 Quality Management Systems - Requirements (QAC Q)

#### 4.11 Progress Meeting

Progress meetings, chaired by the Contracting Authority, will take place at the Contractor's facility and will be scheduled by the Contracting Authority as and when required. Department of National Defence's attendees at these meetings, as a minimum, will be the Requisitioning Authority and Technical Authority. Contractor's attendees at these meetings, as a minimum, will be the Contract Administrator and Project Manager.

The Contractor will prepare a draft copy of the minutes for the Contract Authority approval then distribute written minutes of the Progress Meetings which will constitute the official record of the progress of the Work. Signature blocks will be provided on the minutes for the Contracting Authority and Contractor which will be signed at the subsequent progress meeting.

#### 4.12 Access to Facilities and Equipment

Canada's facilities, equipment, documentation and personnel are not automatically at the disposal of the Contractor. If access to government premises, computer systems (micro computer network), working space, telephones, terminals, documentation and personnel for consultation is required by the Contractor to perform the Work, the Contractor must advise the Contracting Authority of the need for such access in a timely fashion. If the Contractor's request for access is approved by Canada and arrangements are made to provide access to the Contractor, the Contractor, its subcontractors, agents and employees must comply with all the conditions applicable at the Work site. The Contractor must further ensure that the facilities and equipment are used solely for the performance of the Contract.

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#### **4.13 Condition of Material**

Unless provided otherwise in the Contract, material supplied must be new and conform to the latest issue of the applicable drawing, specifications and part number that is in effect on the bid closing date or, if there was no bid solicitation, the date of the Contract.

### **5. Authorities**

#### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Dianne Tinkess  
Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Marine Systems Directorate  
Place du Portage, Phase III -6C2  
11 Laurier St.  
Gatineau, QC  
K1A 0S5  
Telephone : 819-956-0178  
Facsimile: 819-956-0897  
E-mail address: Dianne.Tinkess@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.

#### **5.2 Requisitioning Authority**

The Requisitioning Authority for the Contract is:

National Defence Headquarters  
Maj Gen George R.Perkes Bldg  
101 Col By Drive  
Ottawa, Ontario  
K1A 0K2  
Attention: DLP 6-1-2 vice D Mar P

Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

The Requisitioning Authority is responsible of the administrative aspects of the Contract and is the only authority to authorize DND 626 taskings and amendments thereto within the threshold of the contract.

#### **5.3 Technical Authority**

The Technical Authority for the Contract is:

National Defence Headquarters  
Maj George R.Perkes Bldg

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W6399-12DF28/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

026mc

Client Ref. No. - N° de réf. du client

W6399-12DF28

File No. - N° du dossier

026mcW6399-12DF28

CCC No./N° CCC - FMS No/ N° VME

101 Col By Drive  
Ottawa, Ontario  
K1A OK2  
Attention: DSR 5 vice DMMS

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

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

#### **5.4 SACC Manual Clauses**

D5510C (2012-07-16) Quality Assurance Authority (DND) - Canadian-based Contractor

D5515C (2010-01-11) Quality Assurance Authority (DND) - Foreign-based and United States Contractor

#### **5.5 Contractor's Representative**

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Email: \_\_\_\_\_

### **6. Payment**

#### **6.1 Category 1 (R&O excluded) and Category 2**

##### **6.1.1 Limitation of Expenditure - Task Authorizations**

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment detailed below, to the limitation of expenditure specified in the authorized TA.

Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Technical Authority and the Requisitioning Authority before their incorporation into the Work.

##### **6.1.2 Task Authorization Limit**

The Requisitioning Authority may authorize individual task authorizations up to a limit of **\$25,000.00**, Goods and Services Tax or Harmonized Sales Tax included, inclusive of any revisions.

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Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

## **6.2 Basis of Payment - Firm Hourly Rates**

The Contractor will be paid firm hourly rates as follows, for work performed in accordance with the Contract. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax (GST/HST) is extra, if applicable.

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**Year 1 - FY12/13**

Labour Category	Firm Hourly Rate		
	Regular Time*	Overtime 1**	Overtime 2***
Level I Marine Engineer	\$_____/hr	\$_____/hr	\$_____/hr
Level II Mechanic	\$_____/hr	\$_____/hr	\$_____/hr
Level III Technician	\$_____/hr	\$_____/hr	\$_____/hr

\* regular time is defined as a 8 hours work day.

\*\* overtime 1 is defined as time in excess of the regular time.

\*\*\* overtime 2 is defined as Sundays and Statutory Holidays.

**Year 2 - FY13/14**

Labour Category	Firm Hourly Rate		
	Regular Time*	Overtime 1**	Overtime 2***
Level I Marine Engineer	\$_____/hr	\$_____/hr	\$_____/hr
Level II Mechanic	\$_____/hr	\$_____/hr	\$_____/hr
Level III Technician	\$_____/hr	\$_____/hr	\$_____/hr

\* regular time is defined as a 8 hours work day.

\*\* overtime 1 is defined as time in excess of the regular time.

\*\*\* overtime 2 is defined as Sundays and Statutory Holidays.

**Year 3 - FY 14/15**

Labour Category	Firm Hourly Rate		
	Regular Time*	Overtime 1**	Overtime 2***
Level I Marine Engineer	\$_____/hr	\$_____/hr	\$_____/hr
Level II Mechanic	\$_____/hr	\$_____/hr	\$_____/hr
Level III Technician	\$_____/hr	\$_____/hr	\$_____/hr

\* regular time is defined as a 8 hours work day.

\*\* overtime 1 is defined as time in excess of the regular time.

\*\*\* overtime 2 is defined as Sundays and Statutory Holidays.

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W6399-12DF28/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

026mc

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

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**Option Year 1 - FY15/16**

Labour Category	Firm Hourly Rate		
	Regular Time*	Overtime 1**	Overtime 2***
Level I Marine Engineer	\$_____/hr	\$_____/hr	\$_____/hr
Level II Mechanic	\$_____/hr	\$_____/hr	\$_____/hr
Level III Technician	\$_____/hr	\$_____/hr	\$_____/hr

\* regular time is defined as a 8 hours work day.

\*\* overtime 1 is defined as time in excess of the regular time.

\*\*\* overtime 2 is defined as Sundays and Statutory Holidays.

**Option Year 2 - FY16/17**

Labour Category	Firm Hourly Rate		
	Regular Time*	Overtime 1**	Overtime 2***
Level I Marine Engineer	\$_____/hr	\$_____/hr	\$_____/hr
Level II Mechanic	\$_____/hr	\$_____/hr	\$_____/hr
Level III Technician	\$_____/hr	\$_____/hr	\$_____/hr

\* regular time is defined as a 8 hours work day.

\*\* overtime 1 is defined as time in excess of the regular time.

\*\*\* overtime 2 is defined as Sundays and Statutory Holidays.

**Option Year 3 - FY17/18**

Labour Category	Firm Hourly Rate		
	Regular Time*	Overtime 1**	Overtime 2***
Level I Marine Engineer	\$_____/hr	\$_____/hr	\$_____/hr
Level II Mechanic	\$_____/hr	\$_____/hr	\$_____/hr
Level III Technician	\$_____/hr	\$_____/hr	\$_____/hr

\* regular time is defined as a 8 hours work day.

\*\* overtime 1 is defined as time in excess of the regular time.

\*\*\* overtime 2 is defined as Sundays and Statutory Holidays.

**Overtime:** No premium overtime work will be charged to this Contract unless authorized in writing by the Contracting Authority prior to the commencement of the Work. Such written authorization will be a condition precedent for payment of the rate or rates specified herein for premium overtime work. The Contractor will submit to the Contracting Authority a report with respect to the premium overtime work



performed pursuant to the said authorization containing such details as the Contracting Authority deems necessary.

### **6.3 Method of Payment**

SACC Manual clause H1001C (2008-05-12) Multiple Payments

### **6.4 Material and Replacement Parts**

The material and replacement parts must be provided at a price which are not in excess of the lowest price charged to anyone else, including the Contractor's most favoured customer, less a discount of \_\_\_\_\_ percent with a mark-up of \_\_\_\_\_ percent. All prices for parts and material are FOB destination. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax (GST/HST) is extra, if applicable.

### **6.5 Subcontract(s)**

All subcontracts cost must be pre-approved by the Requisitioning Authority. Cost for labour must be in accordance with the pre-accepted rates. If approved, the Contractor will be paid the cost of the subcontract plus mark-up of \_\_\_\_\_ percent.

All subcontracts must be in accordance with the General Conditions 2035 06 - Subcontracts.

### **6.6 Travel and Living Expenses**

Contractor personnel may be required to travel to NDHQ or other military establishments, to other Contractor's plants, and to other locations within Canada as may be designated by the Technical Authority.

At such time the Contractor personnel may be provided service transportation and, on a cost reimbursable basis, accommodation and messing equivalent to that of an officer in the Canadian Forces.

If service transportation, accommodation and messing is not provided, the Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle and incidental expense allowances specified in Appendices B, C and D of the National Joint Council Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

There will be no travel time or travel and living expenses payable for services rendered within 75 kilometres from where the Work will be performed.

For services rendered further than 75 kilometres from where the Work is performed, the Contractor will be paid its actual travel time in accordance with the hourly rates detailed above.

All travel must have the prior authorization of the Requisitioning Authority.

All payments are subject to government audit.

## 6.7 SACC Manual Clause

A9117C (2007-11-30) T1204 - Direct Request by Customer Department

C0305C (2008-05-12) Cost Submissions

C0711C (2008-05-12) Time Verification

H4500C (2010-01-11) Lien - Section 427 of the Bank Act

## 6.8 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed **\$2,918,000.00**. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority.

The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- (a) when it is 75 percent committed, or
  - (b) four (4) months before the contract expiry date, or
  - (c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

## 6.9 Quality Plan

No later than **21** days after the effective date of the Contract, the Contractor must submit for acceptance by the Department of National Defence (DND) a Quality Plan prepared according to the latest issue (at contract date) of ISO 10005:2005 "Quality management systems - Guidelines for quality plans". The Quality Plan must describe how the Contractor will conform to the specified quality requirements of the Contract and specify how the required quality activities are to be carried out, including quality assurance of subcontractors. The Contractor must include a traceability matrix from the elements of the specified quality requirements to the corresponding paragraphs in the Quality Plan.

The documents referenced in the Quality Plan must be made available when requested by Public Works and Government Services Canada or DND.

If the Quality Plan was submitted as part of the bidding process, the Contractor must review and, where appropriate, revise the submitted plan to reflect any changes in requirements or planning which may have occurred as a result of pre-contract negotiations.

Upon acceptance of the Quality Plan by DND, the Contractor must implement the Quality Plan. The Contractor must make appropriate amendments to the Quality Plan throughout the term of the contract to reflect current and planned quality activities. Amendments to the Quality Plan must be acceptable to DND.

If the Contract includes the option for software design, development or maintenance of software, the Contractor must interpret the requirements of ISO 9001:2008 "Quality management systems -

Requirements", according to the guidelines of the latest issue (at contract date) of ISO/IEC 90003:2004 "Software engineering - Guidelines for the application of ISO 9001:2000 to computer software".

## 7. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the General Conditions and the DND 626 for Category 2. Invoices cannot be submitted until all work identified in the invoice is completed.

### 1. Each invoice must be supported by:

- (a) DND Financial Coding;
- (b) Contract Serial Number;
- (c) details of item(s) repaired including NSN, Description of item, Labour hours, Category of work, material costs, work order numbers; stock holding code change-notification and document number;
- (d) rate of payment;
- (e) number of hours applicable to task, if a ceiling price task (Category 2);
- (f) task authorization requisition number (Category 2);
- (g) engineering or technical support classification (Category 2);
- (h) approved travel and living expenses related to the task (receipts required);
- (i) a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses.

### 2. Invoices must be distributed as follows:

- (a) The original and two (2) copies with attachments must be forwarded to the following address for certification and payment.

Department of National Defence Headquarters  
Canadian Special Operations Forces Command (CANSOFCOM) COS FD  
101 Colonel By Drive  
Ottawa, ON, Canada, K1A 0K2

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

Financial coding for work related to CATEGORY 1: N001424-04-01, C113, FC2183DF, 6225

Financial coding for work related to CATEGORY 2: N001424-04-01, C113, FC2183DF, 4201

## 8. Certifications

- 8.1 Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

### 8.2 Welding Certification

- 1. The Contractor must ensure that welding is performed by a welder certified by the Canadian Welding Bureau (CWB) in accordance with the requirements of the following Canadian Standards Association (CSA) standards:

- a. CSA W47.2-M1987 (R2003), Certification for Companies for Fusion Welding of Aluminum division 1 or 2.1.
2. In addition, welding must be done in accordance with the requirements of the applicable drawings and specifications.
3. Before the commencement of any fabrication work, and upon request from the Inspection Authority, the Contractor must provide approved welding procedures and/or a list of welding personnel he intends to use in the performance of the Work. The list must identify the CWB welding procedure qualifications attained by each of the personnel listed and must be accompanied by a copy of each person's current CWB welding certification.

## 9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

## 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 1029 (2010-08-16) Ship Repairs;
- (c) the general conditions 2035 (2012-07-16) Higher Complexity - Services;
- (d) the general conditions 1031-2 (2012-07-16) Contract Cost Principles;
- (e) Annex "A" - Statement of Work for Repair and Overhaul of service boats and related equipment;
- (f) Annex "B" - Task Authorization (DND 626);
- (g) the Contractor's bid dated, \_\_\_\_\_.

## 11. Defence Contract

SACC *Manual* clause A9006C (2012-07-16) Defence Contract

## 12. Warranty

1. Despite inspection and acceptance of the Work by or on behalf of Canada and without restricting any other provision of the Contract or any condition, warranty or provision imposed by law, the Contractor warrants that, for twelve (12) months (or any other period stated in the Contract), the Work will be free from all defects in design, material or workmanship, and will conform to the requirements of the Contract. The warranty period begins on the date of delivery, or if acceptance takes place at a later date, the date of acceptance. With respect to Government Property not supplied by the Contractor, the Contractor's warranty will extend only to its proper incorporation into the Work.
2. In the event of a defect or non-conformance in any part of the Work during the warranty period, the Contractor, at the request of Canada to do so, must as soon as possible repair, replace or otherwise make good at its own option and expense the part of the Work found to be defective or not in conformance with the requirements of the Contract.
3. The Work or any part of the Work found to be defective or non-conforming will be returned to the Contractor's plant for replacement, repair or making good. However, when in the opinion of Canada it is

not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. In such cases, the Contractor will be paid the fair and reasonable Cost (including reasonable travel and living expenses) incurred in so doing, with no allowance for profit, less an amount equal to the Cost of rectifying the defect or non-conformance at the Contractor's plant.

4. Canada must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant pursuant to subsection 3. The Contractor must pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location directed by Canada.
5. The Contractor must remedy all data and reports pertaining to any correction or replacement under this section, including revisions and updating of all affected data, manuals, publications, software and drawings called for under the Contract, at no cost to Canada.
6. If the Contractor fails to fulfill any obligation described in this section within a reasonable time of receiving a notice, Canada will have the right to remedy or to have remedied the defective or non-conforming work at the Contractor's expense. If Canada does not wish to correct or replace the defective or non-conforming work, an equitable reduction will be made in the Contract Price.
7. The warranty period is automatically extended by the duration of any period or periods where the Work is unavailable for use or cannot be used because of a defect or non-conformance during the original warranty period. The warranty applies to any part of the Work repaired, replaced or otherwise made good pursuant to subsection 2, for the greater of:
  - a. the warranty period remaining, including the extension, or
  - b. ninety (90) days or such other period as may be specified for that purpose by agreement between the Parties.

### 13. Foreign Nationals

A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)

### 14. Insurance Requirements

The Contractor must comply with the insurance requirements specified in Article **14.1** and **14.2** below. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within 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. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## 14.1 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 Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - (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), (n) and (o) NOT REQUIRED
  - (p) Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
  - (q) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

- (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 acknowledgment of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

## 14.2 Environmental Impairment Liability Insurance

1. The Contractor must obtain Type 2 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 **\$1,000,000** per accident or occurrence and in the annual aggregate.
2. 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.
3. The Type 2 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) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - (c) Separation of Insureds: 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.
  - (d) 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.

## 15. Controlled Goods Program

SACC Manual clause A9131C, 2011-05-16, Controlled Goods Program  
SACC Manual Clause B4060C, 2011-05-16, Controlled Goods

## 16. Limitation of Liability for Damages to Canada and Indemnification for Third Party Claims

1. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees.
2. Whether the claim is based in contract, tort, or another cause of action, the Contractor's liability for all damages suffered by Canada caused by the Contractor's performance of or failure to perform the Contract is limited to **\$10,000,000**. This limitation of the Contractor's liability does not apply to:
  - a. any infringement of intellectual property rights; or
  - b. any breach of warranty obligations.
3. The Contractor agrees to pay to Canada the amounts of all of Canada's losses, liabilities, damages, costs, and expenses resulting from any claim made by a third party relating to the Contract, including the complete costs of defending any legal action by a third party. The Contractor agrees that Canada is not required to have satisfied its liability to the third party before the Contractor is obliged to pay Canada in respect of that liability. The Contractor also agrees, if requested by Canada, to defend Canada against any third party claims.

## 17. Shipping Instructions (DND) - Canadian-based Contractor

1. Delivery will be FCA Free Carrier at \_\_\_\_\_ (Insert the named place, e.g. Contractor's facility) Incoterms 2000. The Contractor must load the goods onto the carrier designated by the Department of National Defence (DND). Onward shipment from the delivery point to the consignee will be Canada's responsibility.
  2. Before shipping the goods, the Contractor must contact the following DND Inbound Logistics Coordination Center by facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 3.
    - a. Insert the following for all repair and overhaul contracts where the Contractor is located between Kingston inclusive and westward to the Ontario/Manitoba border:  
Inbound Logistics Central Area (ILCA)  
Telephone: 1-866-371-5420 (toll free)  
Facsimile: 1-866-419-1627 (toll free)  
E-mail: ILCA@forces.gc.ca
- OR
- b. Insert the following for all repair and overhaul contracts where the Contractor is located in Manitoba, Saskatchewan, Alberta, British Columbia, and the National Capital Region inclusive to east of Kingston:  
Inbound Logistics Coordination Center (ILCC)  
Telephone: 1-877-877-7423 (toll free)  
Facsimile: 1-877-877-7409 (toll free)  
E-mail: ILHQOttawa@forces.gc.ca



OR

- c. Insert the following for all repair and overhaul contracts where the Contractor is located in Quebec:  
 Inbound Logistics Quebec Area (ILQA)  
 Telephone: 1-866-935-8673 (toll free), or  
 1-514-252-2777, ext. 2323, 2852 or 4673  
 Facsimile: 1-866-939-8673 (toll free), or  
 1-514-252-2911  
 E-mail: 25DAFCTrafficQM@forces.gc.ca

OR

- d. Insert the following for all repair and overhaul contracts where the Contractor is located in Atlantic (New Brunswick, Prince Edward Island, Nova Scotia, Newfoundland and Labrador):  
 Inbound Logistics Atlantic Area (ILAA)  
 Telephone: 1-902-427-1438  
 Facsimile: 1-902-427-6237  
 E-mail: FLogILAA@forces.gc.ca

3. The Contractor must provide the following information to the DND Inbound Logistics Coordination Center when arranging for shipment:
- a. the Contract number;
  - b. consignee address (for multiple addresses, items must be packaged and labelled separately with each consignee address);
  - c. description of each item;
  - d. the number of pieces and type of packaging (i.e., carton, crate, drum, skid);
  - e. actual weight and dimensions of each piece type, including gross weight;
  - f. full details of dangerous material, as required for the applicable mode of transportation, signed certificates for dangerous material as required for shipment by the International Maritime Dangerous Goods Code, the International Air Transport Association regulations or the applicable Canadian Dangerous Goods Shipping Regulations, and a copy of the materiel safety data sheet.
4. Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labelling, and the marking of each piece with a Transportation Control Number.
5. The Contractor must not ship the goods before receiving shipping instructions from the DND Inbound Logistics contact.
6. If the Contractor delivers the goods at a place and time which are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the Contractor must reimburse Canada any additional expenses and costs incurred.
7. If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either thirty (30) days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or thirty (30) days following the delivery date specified in the Contract, whichever is later.

## 17.1 Shipping Instructions (DND) - Foreign-based Contractors

1. Delivery will be FCA Free Carrier at \_\_\_\_\_ (insert the named place, e.g. Contractor's facility) Incoterms 2000. The Contractor must load the goods onto the carrier designated by the Department of National Defence (DND). Onward shipment from the delivery point to the consignee will be Canada's responsibility
2. Before shipping the goods, the Contractor must contact the following DND Inbound Logistics Coordination Center by facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 3.

- a. Insert the following when the Contractor is located in the United States (U.S.):  
Inbound Logistics Coordination Center (ILCC):  
Telephone: 1-877-447-7701 (toll free)  
Facsimile: 1-877-877-7409 (toll free)  
E-mail: ILHQOttawa@forces.gc.ca

OR

- b. Insert the following when the Contractor is located in United Kingdom (UK) and Ireland:  
Inbound Logistics United Kingdom (ILUK):  
Telephone: 011-44-1895-613023, or 011-44-1895-613024, or  
Facsimile: 011-44-1895-613047  
E-mail: CFSUEDetUKMovements@forces.gc.ca

In addition, the Contractor must send to ILUK the completed form "Shipping Advice and Export Certificate" by e-mail to: CFSUEDetUKMovements@forces.gc.ca.

The shipment of any items above the value of 600 GBP (pound sterling) being exported from the United Kingdom and Ireland will be cleared by DND using Her Majesty's Customs & Excise (HMCE) New Export Systems (NES). The Contractor must comply with HMCE requirements by registering with HMCE or by having a freight forwarder complete the entry. A printed copy of the NES entry Export Declaration clearly displaying the Declaration Unique Consignment Reference Number must be provided by the Contractor and attached to the consignment. The Contractor must ensure that this procedure is carried out for all stores whether they be initial purchase or repair and overhaul export items. HMCE will authorize Canadian Forces Support Unit (Europe) to ship the goods only if the procedure has been adhered to completely and properly by the Contractor.

OR

- c. Insert the following when the Contractor is located in a country other than Canada, the U.S., the UK and Ireland:  
Inbound Logistics Europe Area (ILEA):  
Telephone: +49-(0)-2451-717199 or 717200  
Facsimile: +49-(0)-2451-717189  
Email: ILEA@forces.gc.ca

OR

- d. Insert the following for U.S. Foreign Military Sales (FMS):  
Inbound Logistics Coordination Center (ILCC):  
Telephone: 1-877-447-7701 (toll free)  
Facsimile: 1-877-877-7409 (toll free)

Email: ILHQOttawa@forces.gc.ca

Canada is responsible for the carrier selection for shipments of the goods supplied under this FMS contract. Instructions on how to obtain carrier selection from Canada are contained in U.S. Department of Defense 4000.25-8-M, Military Assistance Program Address Directory, and Canadian Special Instructions Indicator (SII). The Contractor must not ship the goods until the SII has been complied with.

Instruction to contracting officers : Insert the following paragraphs 3 through 7 with all options above, except (d) - U.S. FMS, and delete this instruction.

3. The Contractor must provide the following information to the DND Inbound Logistics contact when arranging for shipment:
  - a. the Contract number;
  - b. consignee address (if multiple addresses, items must be packaged and labeled separately with each consignee address);
  - c. description of each item;
  - d. the number of pieces and type of packaging (e.g. carton, crate, drum, skid);
  - e. actual weight and dimensions of each piece type, including gross weight;
  - f. copy of the commercial invoice (in accordance with clause C2608C, section 4, of the Standard Acquisition Clauses and Conditions Manual) or a copy of the Canada Border Services Agency form CI1 Canada Customs Invoice (PDF 429KB) - (Help on File Formats);
  - g. Schedule B codes (for exports) and the Harmonized Tariff Schedule codes (for imports);
  - h. North American Free Trade Agreement Certificate of Origin (in accordance with clause C2608C, section 2) for the U.S. and Mexico only;
  - i. full details of dangerous material, as required for the applicable mode of transportation, signed certificates for dangerous material as required for shipment by the International Maritime Dangerous Goods Code, or International Air Transport Association regulations or the applicable Canadian Dangerous Goods Shipping Regulations and a copy of the material safety data sheet.
4. Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labelling, the marking of each piece with a Transportation Control Number and customs documentation.
5. The Contractor must not ship goods before receiving shipping instructions from the DND Inbound Logistics contact.
6. If the Contractor delivers the goods at a place and time that are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the Contractor must reimburse Canada any additional expenses and costs incurred.
7. If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either thirty (30) days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or thirty (30) days following the delivery date specified in the Contract, whichever is later.

## 17.2 SACC Manual Clause

D2025C (2008-12-12) Wood Packaging Materials

D5604C (2008-12-12) Release Documents (DND) - Foreign-based Contractor

D5605C (2010-01-11) Release Documents (DND) - United States-based Contractor

## D5606C (2012-07-16) Release Documents (DND) - Canadian-based Contractor

**18. Release Documents - Distribution**

The Contractor must prepare the release documents in a current electronic format and distribute them as follows:

- (a) Copy 1: mail to consignee marked: "Attention: Receipts Officer";
- (b) Copies 2 and 3: with shipment (in a waterproof envelope) to the consignee;
- (c) Copy 4: to the Contracting Authority;
- (d) Copy 5: to:

National Defence Headquarters  
Mgen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, ON K1A 0K2

Attention: DLP 5-3-2

- (e) Copy 6: to the Quality Assurance Representative;
- (f) Copy 7: to the Contractor;

**19. Periodic Usage Reports**

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed in the **Articles 19.1, 19.2**. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "NIL" report.

The data requested in the **Articles 19.1** and **19.2** must be submitted on a **monthly basis** to the Contracting Authority and the Requisitioning Authority.

**19.1 Financial Reporting Requirement**

The data must be submitted to the Contracting Authority and the Requisitioning Authority no later than 14 calendar days after the end of the reporting period.

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain, as a minimum:

**19.1.1 For each authorized task:**

- (i) the authorized task number or task revision number(s);
- (ii) a title or a brief description of each authorized task;
- (iii) individual cost for labour, material, travel, profit, etc.;
- (iv) the total estimated cost specified in the authorized Task Authorization (TA) of each task, GST or HST extra;
- (iv) the total amount, GST or HST extra, expended to date against each authorized task;
- (v) the start and completion date for each authorized task; and
- (vi) the active status of each authorized task, as applicable.

For all authorized tasks:

- (i) the amount (GST or HST extra) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- (ii) the total amount, GST or HST extra, expended to date against all authorized Tasks.

## **19.2 Other Reporting Requirement**

### **19.2.1 Reports for Category 1 (R&O excluded) and Category 2**

The requirement for progress reports and final reports will be specified in the Statement of Work appended to the DND 626, Task Authorization. In addition to the copies required by the Technical Authority, one copy of all such reports must be delivered to the Requisitioning Authority and the Contracting Authority.

### **19.2.2 Overall**

The Contractor will submit other reports with respect to the Work as requested by Canada.

**STATEMENT OF WORK  
FOR  
REPAIR AND OVERHAUL  
AND  
MAINTENANCE AND ENGINEERING SUPPORT  
OF THE DEPARTMENT OF NATIONAL DEFENCE  
9 METRE RIGID HULL INFLATABLE BOAT**

**1.0 SCOPE**

**1.1 Purpose**

The purpose of this Statement of Work (SOW) is to define the scope and requirements that apply to the provision of a support contract for Repair and Overhaul (R&O), and Maintenance and Engineering support, for the Department of National Defence (DND) fleet of 9 metre (m) Rigid Hull Inflatable Boat (RHIB).

**1.2 Background**

DND has a fleet of ten (10) 9 M RHIBs manufactured by Zodiac Hurricane Technologies (ZHT) model Sparks 923 OB. DND has a requirement for various services related to these vessels as follows:

- (a) Repair and Overhaul to extend the operational life;
- (b) Periodic Maintenance including provision of Mobile Repair Parties (MRPs); and
- (c) Engineering support to include:
  - i. Technical Investigations and Engineering Support (TIES);
  - ii. Special Investigation and Technical Studies (SITS);
  - iii. Field Service Representative (FSR) Support;
  - iv. Mobile Repair Party (MRP) Support;
  - v. Design Changes; and
  - vi. Modifications

**2.0 APPLICABLE DOCUMENTS**

**2.1 DND/Military Standards**

- MILHDBK-61A Configuration Management Guidance ([www.everyspec.com](http://www.everyspec.com))
- C-28-020-001/TB-001 – Trials Agenda
- D-LM-008-036/SF-100 – Packaging and Preservation
- D-02-006-008/SG-001 – The Design Change, Deviation and Waiver Procedure
- C-02-005-011/AM-000 – Mobile Repair Parties Manned by Contractor Personnel

**2.1.1 International Standards**

- CSA W47.2 M 1987 Certification of Companies for Fusion Welding of Aluminum ([www.csa.ca](http://www.csa.ca))
- CSA W59.2-M1991 Welded Aluminum Construction ([www.csa.ca](http://www.csa.ca))

**2.2 Definitions**

Authorization	Written (and signed) approval from the Requisition Authority or Contracting Authority.
Configuration Documentation	Technical documentation, the primary purpose of which is to identify and define a product's performance, functional, and physical attributes (e.g.,

	specifications, drawings). <sup>1</sup>
Configuration Management	A management process for establishing and maintaining consistency of a product's performance, functional, and physical attributes with its requirements, design and operational information throughout its life. <sup>2</sup>
OEM Level Repair	Any tasks required to bring an item to full serviceable "Like New" condition
Overhaul	The restoration of an item to its original condition and near to its original life expectancy. It includes the replacement of worn, damaged or life expired parts, the incorporation of approved modifications and the rework of components as necessary and/or approved
Repair	The identification and correction of those specific effects, which degrade the performance of an item, causing it to function below the specifications
Serviceable Condition	The condition of an item which allows it to be used, shipped or held in stores without being subjected to any limitations (not applicable to new equipment)

### 2.3 Acronyms

CFTO	Canadian Forces Technical Order
CM	Configuration Management
CSA	Canadian Standards Association
DND	Department of National Defence
FSR	Field Service Representative
ISO	International Standards Organization
OB	Out Board
OEM	Original Equipment Manufacturer
MRP	Mobile Repair Party
RA	Requisitioning Authority
QA	Quality Assurance
R&O	Repair and Overhaul
RHIB	Rigid Hull Inflatable Boat
SITS	Special Investigation and Technical Studies
SOW	Statement of Work
TA	Technical Authority
TDP	Technical Data Package
TIES	Technical Investigation and Engineering Support
ZHT	Zodiac Hurricane Technologies Inc.

### 3.0 **DELIVERABLES**

The Contractor must deliver the following:

- (a) 9 M RHIB R&O services as detailed in Section 4.3; and
- (b) 9 M RHIB Maintenance and Engineering support services as detailed in Section 4.4

<sup>1</sup> MIL-HDBK-61A(SE), page 3-5

<sup>2</sup> MIL-HDBK-61A (SE), page 3-5

## 4.0 REQUIREMENTS

### 4.1 Service Locations

The Contractor must have a minimum of two local service centers, with at least one within 150 km of Halifax/Dartmouth, Nova Scotia, and one within 150 km of Esquimalt, British Columbia, from which the Technical Authority may choose from depending on the types of repairs needed and operational requirements. The Contractor must also have certified service facilities to carry out specialized work as required by the Technical Authority.

### 4.2 General Requirements

#### 4.2.1 Configuration Control

The Contractor must have an established, DND verifiable, Configuration Management (CM) Program<sup>3</sup> which defines how configuration management will be implemented. The Contractor's CM Program must provide configuration identification, control and status accounting of all new and/or modified hardware, firmware, software and documentation. The CM Plan must provide the ability to track each hull separately, track which changes have been applied to which hulls, and provide an overall view of the entire fleet CM status.

The 9 M RHIBs have been maintained under strict CM process throughout their service life to ensure all 9 M RHIBs have the exact same performance under the most extreme of conditions as well as have the exact same equipment locations for operator familiarity during operations.

##### 4.2.1.1 Configuration Baseline

All 9 M RHIBs and associated equipment must start from the current approved configuration baseline and all 9 M RHIBs must have the same product baseline and support interchangeability/interoperability of parts. The established product baseline must be maintained during repair and any deviation from the baseline must be approved in advance by the TA. The baseline will be established from the first hull that enters the contractor's facility, with any deviations noted by the TA. The Contractor will be responsible for creating the Configuration Documentation.

##### 4.2.1.2 Configuration Process

The Contractor will develop and maintain Configuration Documentation focusing on the capture of physical layout and performance characteristics of the 9 M RHIB as outlined in MIL-HDBK-61A(SE) section 5.

### 4.3 Repair and Overhaul (R&O)

The Contractor must, as part of the R&O on the 9 M RHIBs, re-baseline the vessels to a "like-new" condition, as specified in the current configuration baseline specification, in order to extend their service life. The Contractor must return each vessel to the approved configuration baseline in accordance with the changes as last authorized by the TA. The Contractor must carry out repairs at their facility, or at a third party location as applicable, to include (but not limited to) the following:

- (a) Aluminum hull, deck, and internal structures;
- (b) Buoyancy tube complete with valves, baffles, rub strip, bolting flange, and other attachments;
- (c) Propulsion system;

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<sup>3</sup> A Configuration Management Plan (CMP) implemented as described in MIL-HDBK 61A(SE) Appendix A Section A.2.2 is acceptable and preferred.



- (d) Ancillary equipment;
- (e) Seating;
- (f) Console;
- (g) Navigation system;
- (h) Hoisting system; and
- (i) Trailer.

#### 4.3.1 Receipt Inspection

The Contractor must, upon vessel arrival at the repair facility, inspect each 9 M RHIB for defects, unauthorized modifications, uncompleted modifications and missing equipment. The Contractor must, as a minimum, inspect the following equipment and systems:

- (a) Hull components - A general inspection of the hull and peripheral equipment/structures, including all non-buoyancy tube components. All aluminum structural components must be subjected to Non-Destructive Testing where required to determine structural defects. All aluminum structural components must be within tolerances of the current configuration baseline;
- (b) Console - A general inspection of the console, including functional testing of all instrumentation and controls;
- (c) Inflatable collar (buoyancy tube) - The tube must be inspected for general condition and leak-tested;
- (d) Propulsion system - The propulsion system, including the outboard engines, must be inspected by a mechanic/technician that has an OEM certification for the system/engines being evaluated;
- (e) Electrical System - A complete inspection of electrical wiring and components. All electrical wiring and components must be within tolerances of the current configuration baseline. All batteries are to be replaced with new, fully charged, 12 Volt marine grade batteries, model Odyssey 34M-PC1500MS, prior to return of the vessel to DND;
- (f) Ancillary equipment - An inspection of all remaining components and equipments not covered above, including functional testing where applicable; and
- (g) Trailer - A general inspection of the trailer (if delivered with the 9 M RHIB) for damage/defects including functional testing.

As part of the receipt inspection, the Contractor must verify the identification plate on the console or transom and record the data on the receipt report. The Contractor must document all results of the receipt inspection.

#### 4.3.2 Receipt Report

The Contractor must forward to the TA the documented results of the receipt inspection including the estimated costs for R&O as detailed in Appendix 1.

#### 4.3.3 Repair Process

The Contractor must perform OEM level repair on the 9 M RHIB to equal or better than original performance parameters as specified in the current configuration baseline. Based upon the Receipt Report, the RA will issue a Task Authorization (DND 626) as detailed in Appendix 1 giving the Contractor authorization to proceed with the R&O of the 9 M RHIB. The Contractor is not required to maintain a spares inventory specifically for DND; however, the Contractor must maintain a spares supply chain that is compatible with the estimated time to repair provided with the Receipt Report. Where this target cannot be met, the Contractor must immediately notify the RA of the delay and of any extenuating circumstances that would cause significant impediment to timely completion of the repairs.

##### 4.3.3.1 Contractor Supplied Parts

The Contractor must be responsible to provide the repair parts required for repairs, including the location of sources for the required parts. In the event that an original part is no longer available and the Contractor determines that a replacement part will serve with respect to fit, form, function and reasonable cost, then the use of that part must be approved by the TA in advance of the repair. As a minimum, substituted parts must remain fully interchangeable (fit, form and function) with articles catalogued under the same reference number, part number and of the same modification status.

##### 4.3.4 Aluminum Hull, Deck, and Structures

The Contractor must repair all structural defects in accordance with CSA 47.2 using new materials. All welds (aluminum or otherwise) must be inspected by a Canadian Welding Bureau certified Welding Inspector, in accordance with CSA W47.2 M 1987, and copies of all welding certifications must be provided with each 9 M RHIB. All welds must meet or exceed the standards approved for the current configuration baseline, to the standards for each joint/weld as prescribed by the vessel manufacturer for each specific joint/weld.

##### 4.3.5 Propulsion System

The Contractor must service and repair the propulsion system using only a mechanic/technician that has an OEM (Mercury Marine) certification for the system/engines being serviced and repaired.

##### 4.3.6 Tests and Trials

The Contractor must conduct the following tests and Trials, as a minimum, following R&O of the 9 M RHIB prior to being returned to DND:

- (a) Collar Inflation Test - The buoyancy collar must be tested for leaks on completion of any inflation collar repairs as follows:
  - i. Air Retention;
  - ii. Overpressure;
  - iii. Bulkhead Pressure Test; and
  - iv. Valve leakage;
- (b) Static Load Test - The 9 M RHIB hoisting system must be tested to safe working and static loads in accordance with established test procedures. A certificate must be issued for each 9 M RHIB when returned to DND and a tag placed in the 9 M RHIB specifying the date tested and safe working load;
- (c) Pre Launch Trials - Prior to launching the 9 M RHIB for Sea Trials, the following tests must be completed:
  - i. System Tests - All of the 9 M RHIB systems (i.e., mechanical, electrical, lighting, etc.) must be tested for correct functioning including confirmations that all components are properly serviced with fluids, coolants, and lubricants; and

- ii. Weight - The Contractor must weigh the complete boat at full operational load (i.e., all fluids, etc.) less payload;
- (d) Sea Trials - The Contractor must conduct a full series of sea trials witnessed, at DND's discretion, by the TA and/or an authorized DND representative. The Contractor must arrange the trial schedule in conjunction with the TA, and provide an agenda for all trials based upon the agreed upon dates. All trial instrumentation and equipment must be furnished, installed and operated by the Contractor. The Contractor must provide calibration data and certification of the accuracy of the instrumentation, in accordance with ISO 10012-1. After satisfactory completion of the trials, all trial instrumentation must be removed and all machinery must be serviced. At a minimum the following performance must be demonstrated:
- i. Acceleration and deceleration;
  - ii. Ahead and astern propulsion to include full speed trial;
  - iii. Steering to include low and high speed maneuvering; and
  - iv. Electronic and navigation equipment functionality;

#### 4.3.6.1 Test and Trial Documentation

The Contractor must produce clear, complete and current written inspection and test procedures for each inspection operation, including those relating to the assessment of the adequacy of process controls. The Contractor must identify to the TA, on request, those inspection operations for which no written procedures are provided. The Contractor must maintain records of all inspections, tests and trials performed, and provide a written report to the TA detailing the results.

#### 4.3.6.2 Post Trial Servicing and Inspection

The Contractor must, on completion of trials, prior to delivery to DND, visually examine all equipment for signs of mechanical damage, electrical damage, etc., and all defects and deficiencies noted. Defects and deficiencies must, where possible, be corrected prior to delivery to DND. Defects and deficiencies that are not rectified prior to delivery to DND must be noted in the R&O completion report for future rectification by the Contractor.

#### 4.4 Maintenance and Engineering Support

The purpose of maintenance and engineering support is to provide on an “as when required basis” repairs and engineering services for the 9 M RHIB fleet. The services to be provided within the maintenance and engineering support categories are detailed in the following sections.

##### 4.4.1 Maintenance

The Contractor must provide maintenance support that are beyond the capability of DND personnel, and/or due to DND requirements, must be completed urgently. The following services are required:

- (a) Mobile Repair Party (MRP) – The Contractor must provide an MRP, when authorized by the PA via an authorized DND 626 (see Appendix 1), in accordance with CFTO C-02-005-011.AM-000; and
- (b) Priority Repair Requests (PRRs) - The Contractor must be prepared to support Priority Repair Requests (PRRs) in an expeditious manner. If the Contractor is unable to support the PRR within the timeframe requested, the Contractor must advise the RA of the timeframe within which they would be able to support the PRR.

##### 4.4.2 Engineering Support

All requests for engineering support services will be via the Task Authorization process detailed in Appendix 1. The following services are required:

- (a) Technical Investigations and Engineering Support (TIES) - The Contractor must provide TIES services, including provision of relevant data, as and when requested by DND. Work conducted under TIES includes, but is not limited to:
  - i. Analysis of current equipment reliability and performance;
  - ii. Analysis of future equipment reliability and performance;
  - iii. Planning to ensure current reliability and availability specifications can be met;
  - iv. Analysis and planning of the scheduled maintenance;
  - v. Identification of spares and support; and
  - vi. Development of policies and maintenance procedures;
- (b) Special Investigation and Technical Studies (SITS) - The Contractor must provide SITS services, including provision of relevant data, as and when requested by DND. Work conducted under SITS includes investigation of repetitive failures, and review of material/equipment that does not meet specification standards;
- (c) Field Service Representative (FSR) – The Contractor must provide FSR services when authorized by the RA via an authorized DND 626 (see Appendix 1). FSR services include, but are not limited to:
  - i. On site troubleshooting support and/or provide guidance to rectify deficiencies; and
  - ii. On call, on site technical support for operations, training or DND trials.
- (d) Design Changes - The Contractor must provide engineering support for design changes. The design changes must be submitted in accordance with D-02-006-008/SG-001 (Design Change, Deviation and Waiver Procedure). The design change must indicate the impact on overall 9 M RHIB weight, and must include drawings marked up with changes in red; and
- (e) Modifications - The Contractor must undertake modifications of existing equipment or system as designated by the TA. The modification services must ensure that equipment and systems continue to meet existing as well as new performance and availability requirements. The scope of work will normally cover modifications resulting from work under TIESs, SITs, or design changes.

## **APPENDIX 1      TASK AUTHORIZATION PROCESS**

- (a) There are two processes to begin the Task Authorization as follows:
- i. Repair and Overhaul - The Contractor must provide the Receipt Report, based upon the Receipt Inspection, detailing the following:
    - a. Identification plate information (Manufacturer #, Serial #, Year/Month/Date of Manufacture);
    - b. Condition report of all systems and components;
    - c. A list of repairs required to bring the 9 M RHIB to the baseline configuration/condition including labour costs;
    - d. A list of materials required with an itemized replacement cost;
    - e. An estimated time to complete repairs (including performance testing);
    - f. A list of inspections, tests and trial to be performed including a schedule; and
    - g. Total cost.

**OR**

- ii. Maintenance and Engineering support services - as follows:
    - a. The Technical Authority (TA) will provide the Contractor with a description of the task(s) to be performed in sufficient detail to enable the Contractor to provide a complete proposal. Expected deliverables with each task will be explicitly identified;
    - b. The Contractor must prepare a proposal that, in addition to any other information, contains the following:
      1. Proposal date and task serial number;
      2. A detailed description of the work required to achieve the goals within the task(s);
      3. A detailed listing of materials required to complete the task(s);
      4. A firm or ceiling price proposal including detailed labour and cost estimates as per the Basis of Payment of the Contract;
      5. A list of deliverables and delivery dates or task milestones with estimated activity start and completion dates;
      6. Task work breakdown structure;
      7. Government Issued or Government Furnished References/Equipment/Tooling required;
      8. Logical relationship of Task Activity;
      9. Acceptance criteria for work;
      10. Contacts (names, locations, telephone numbers); and
      11. Supporting details for TA approval prior to the commencement of the work.
- (b) Upon completion of each task, the Contractor must submit a Completion Certificate to the RA identified in the DND 626. The Certificate must include the following information:
- i. Completion date;
  - ii. Reasons for any delay;
  - iii. Recommendations for future improvements; and
  - iv. Lessons learned.

- (c) The RA identified on the DND 626, in consultation with the TA, will approve or reject the work performed, with rationale in writing, within fifteen (15) working days after receipt of the Completion Certificate.

**TASK AUTHORIZATION**  
**AUTORISATION DES TÂCHES**

All invoices/progress claims must show the reference Contract and Task numbers. Toutes les factures doivent indiquer les numéros du contrat et de la tâche.		Contract no. – N° du contrat	
		Task no. – N° de la tâche	
Amendment no. – N° de la modification		Increase/Decrease – Augmentation/Réduction	Previous value – Valeur précédente
To – À	<p><b>TO THE CONTRACTOR</b></p> <p>You are requested to supply the following services in accordance with the terms of the above reference contract. Only services included in the contract shall be supplied against this task.</p> <p>Please advise the undersigned if the completion date cannot be met. Invoices/progress claims shall be prepared in accordance with the instructions set out in the contract.</p> <p><b>À L'ENTREPRENEUR</b></p> <p>Vous êtes prié de fournir les services suivants en conformité des termes du contrat mentionné ci-dessus. Seuls les services mentionnés dans le contrat doivent être fournis à l'appui de cette demande.</p> <p>Prière d'aviser le signataire si la livraison ne peut se faire dans les délais prescrits. Les factures doivent être établies selon les instructions énoncées dans le contrat.</p>		
Delivery location – Expédié à			
Delivery/Completion date – Date de livraison/d'achèvement	Date	for the Department of National Defence pour le ministère de la Défense nationale	
Contract item no. N° d'article du contrat	Services	Cost Prix	
		GST/HST TPS/TVH	
		Total	
<b>APPLICABLE ONLY TO PWGSC CONTRACTS:</b> The Contract Authority signature is required when the total value of the DND 626 exceeds the threshold specified in the contract.  <b>NE S'APPLIQUE QU'AUX CONTRATS DE TPSGC :</b> La signature de l'autorité contractante est requise lorsque la valeur totale du formulaire DND 626 est supérieure au seuil précisé dans le contrat.			
for the Department of Public Works and Government Services pour le ministère des Travaux publics et services gouvernementaux			