

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions**
Travaux publics et Services gouvernementaux
Canada
Cabot Place, Phase II
Box 4600
St. John's, NF
A1C 5T2
Bid Fax: (709) 772-4603

INVITATION TO TENDER
APPEL D'OFFRES

**Tender 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.

**Soumission 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 et sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution
PWGSC / TPSGC - Nfld. Region
Cabot Place, Phase II, 6th Floor
Box 4600
St. John's, NF
A1C 5T2

Title - Sujet CCGS Fox- Alongside Refit	
Solicitation No. - N° de l'invitation F6855-122354/A	Date 2012-06-18
Client Reference No. - N° de référence du client F6855-122354	GETS Ref. No. - N° de réf. de SEAG PW-\$OLZ-008-5611
File No. - N° de dossier OLZ-2-35030 (008)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-10-16	
Time Zone Fuseau horaire Newfoundland Daylight Saving Time NDT	
F.O.B. - F.A.B. Plant-Usine: <input checked="" type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: rice, art j.	Buyer Id - Id de l'acheteur olz008
Telephone No. - N° de téléphone (709) 772-4392 ()	FAX No. - N° de FAX (709) 772-4603
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF FISHERIES AND OCEANS C/O SUPPLY DEPOT SOUTHSIDE RD PO BOX 5667 ST JOHNS Newfoundland and Labrador A1C5X1 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

- 1.1 Introduction
- 1.2 Requirement
- 1.3 Debriefings

PART 2 - BIDDER INSTRUCTIONS

- 2.1 Standard Instructions, Clauses and Conditions
- 2.2 Submission of Bids
- 2.3 Enquiries - Bid Solicitation
- 2.4 Applicable Laws
- 2.5 Bidders' Conference
- 2.6 Optional Site Visit
- 2.7 Work Period - Marine

PART 3 - BID PREPARATION INSTRUCTIONS

- 3.1 Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

- 4.1 Evaluation Procedures
- 4.2 Basis of Selection
- 4.3 Public Bid Opening

PART 5 - CERTIFICATIONS

- 5.1 General
- 5.2 Certifications Precedent to Contract Award
- 5.3 Certifications Required with the Bid

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

- 6.1 Security Requirement
- 6.2 Financial Capability
- 6.3 Insurance Requirement
- 6.4 Workers' Compensation - Letter of Good Standing
- 6.5 Welding Certification
- 6.6 Valid Labour Agreement
- 6.7 Project Schedule
- 6.8 Safety Measures for Fuel
- 6.9 ISO 9001
- 6.10 NOT USED
- 6.11 List of Proposed Subcontractors

PART 7 - RESULTING CONTRACT CLAUSES

- 7.1 Statement of Work
- 7.2 Standard Clauses and Conditions
- 7.3 Security Requirement
- 7.4 Term of Contract - Work Period - Marine
- 7.5 Authorities
 - 7.5.1 Contracting Authority
 - 7.5.2 Inspection Authority
 - 7.5.3 Technical Authority

- 7.5.4 Project Authority
- 7.6 Payment
 - 7.6.1 Basis of Payment
 - 7.6.2 Method of Payment - Single Payment
 - 7.6.3 Limitation of Price
 - 7.6.4 SACC Manual Clauses
 - Liens - Section 427 of the Bank Act
 - Time Verification
 - Discretionary Audit
- 7.7 Invoicing Instructions
- 7.8 Certifications
- 7.9 Applicable Laws
- 7.10 Priority of Documents
- 7.11 Insurance Requirements
- 7.12 NOT USED
- 7.13 NOT USED
- 7.14 NOT USED
- 7.15 Sub-contractors and Sub-contractors list
- 7.16 Work Schedule and Reports
- 7.17 Insulation Materials - Asbestos Free
- 7.18 Loan of Equipment - Marine
- 7.19 Trade Qualifications
- 7.20 NOT USED
- 7.21 ISO 9001 Quality Management System
- 7.22 NOT USED
- 7.23 Welding Certification
- 7.24 Environmental Protection
- 7.25 Supervision of Fueling and Disembarking of Fuel
- 7.26 Procedures for Design Change or Additional Work
- 7.27 NOT USED
- 7.28 NOT USED
- 7.29 NOT USED
- 7.30 Vessel Manned Refit
- 7.31 Pre-fit Meeting
- 7.32 Progress Meetings
- 7.33 Outstanding Work and Acceptance
- 7.34 Licensing
- 7.35 Hazardous Waste
- 7.36 Site Regulations
- 7.37 Scrap and Waste Material
- 7.38 NOT USED
- 7.39 NOT USED
- 7.40 NOT USED
- 7.41 Workers Compensation

LIST OF ANNEXES:

Annex "A" Statement of Work

Annex "B" Basis of Payment

B1 Contract Price

Solicitation No. - N° de l'invitation

F6855-122354/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

olz008

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

F6855-122354

File No. - N° du dossier

OLZ-2-35030

CCC No./N° CCC - FMS No/ N° VME

B2 Unscheduled work

B3 Overtime

Annex "C" Insurance Requirements

C1 Ship Repairers Liability

C2 Commercial General Liability Insurance

C3 Limitation of Liability

Annex "D" NOT USED

Annex "E" Warranty

APPENDIX 1 to ANNEX E

Annex "F" NOT USED

Annex "G" NOT USED

Annex "H" NOT USED

Annex "I" Financial Bid Presentation Sheet

I1 Evaluation of Price

I2 Unscheduled Work

I3 Overtime

Appendix 1 to Annex "I" Pricing Data Sheet

Annex "J" Required Certifications

PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation and resulting contract document is divided into seven parts plus 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 and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of 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, if applicable, 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;

- Statement of Work.
- Basis of Payment.
- Insurance Requirements.
- Warranty.
- Custody.
- Project Management Services.
- Financial Bid Presentation Sheet.
- Required Certifications.

1.2 Requirement

1. The Statement of Work is;
 - a) to carry out the alongside refit of the Canadian Coast Guard Vessel Terry Fox in accordance with the associated Technical Specifications detailed in the Statement of Work at Annex "A" .
 - b) to carry out any approved unscheduled work not covered in paragraph a) above.
 - c) The work is scheduled to take place from **October 24, 2012 to December 5, 2012.**
2. There is no industrial security requirement associated with this solicitation. Other security requirements are outlined in Part 7, Article 3.
3. The requirement is exempt from the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), Annex 4 and the North American Free Trade Agreement (NAFTA), Chapter Ten Annex 1001.2b Paragraph 1, however, it is subject to the Agreement on Internal Trade (AIT) and will be limited to suppliers in Eastern Canada in accordance with Shipbuilding, Refit, Repair and Modernization Policy (1996-12-19).

1.3 Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within 15 working days of receipt of notification that their bid was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC

Website:

<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>.

bid Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of this solicitation and accept the clauses and conditions of the resulting contract.

The standard instructions and conditions 2003 (2011-05-16) are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

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

2.3 Enquiries - Bid Solicitation

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

2.4 Applicable Laws

1. Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **Newfoundland and Labrador**.
2. The Bidder may, at its discretion, substitute the applicable laws of a Canadian province or territory of its choice without affecting the validity of its bid, by deleting the name of the

Canadian province or territory specified and inserting the name of the Canadian province or territory of its choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidder.

2.5 Bidders' Conference

A bidders' conference will be held at PWGSC Office, John Cabot Building, St. John's NL on **To be announced**. The conference will begin at 1:30 pm. The scope of the requirement outlined in the bid solicitation will be reviewed during the conference and questions will be answered. It is recommended that bidders who intend to submit a bid attend or send a representative.

Bidders are requested to communicate with the Contracting Authority before the conference to confirm attendance. Bidders should provide, in writing, to the Contracting Authority, the names of the person(s) who will be attending and a list of issues they wish to table at least two (2) working days before the scheduled conference.

Any clarifications or changes to the bid solicitation resulting from the bidders' conference will be included as an amendment to the bid solicitation. Bidders who do not attend will not be precluded from submitting a bid.

2.6 Optional Site Visit - Vessel

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for a tour of the work site. The site visit will be held on **June 22, 2012** ** at 9:00 am at Coast Guard Base, Southside Road, St. Johns', Newfoundland.

Bidders are requested to communicate with the Contracting Authority two (2) day(s) before the scheduled visit to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance form. Bidders who do not attend or send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

** (The CCGS Terry Fox will be departing for the Arctic at the end of June, 2012. Therefore, a viewing will not be possible closer to the start of the refit. As a result, the vessel will be available on June 22, 2012. Questions resulting from the viewing can be sent to the contracting authority. All questions will be addressed at the bidders conference. The bidders conference will be held sometime late summer)

2.7 Work Period - Marine

1. Work must commence and be completed as follows:

Commence: **October 24, 2012 to December 5, 2012**

2. By submitting a bid, the Bidder certifies that they have sufficient material and human resources allocated or available and that the above work period is adequate to both complete the known work and absorb a reasonable amount of unscheduled work.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that bidders provide their bid as follows:

Section I: Financial Bid (**1** hard copy)

Section II: Certifications Requirements (**1** hard copy)

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

Section I: Financial Bid

Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet at Annex "I" and the detailed Pricing Data Sheet, Appendix 1 to Annex "I".

Bidders must also submit the ITT completed and signed.

Section II: Certification Requirements

Bidders must submit the certifications required in accordance with Part 5.

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 (<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 :

- 0
- 1) use 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.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

An evaluation team composed of representatives of Canada will evaluate the bids.

4.2 Basis of Selection

SACC Clause A0069T Basis of Selection 2007-05-25

4.3 Public Bid Opening

A public bid opening will be held at the John Cabot Building, 10 Barters Hill, St. John's at 14:00 NDST on **October 16, 2012**.

PART 5 - CERTIFICATIONS

5.1 General

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 contract award. 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 additional information will also render the bid non-responsive.

5.2 **Certifications Precedent to Contract Award**

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

1. Insurance Certification as per Part 6.3 and Annex C
2. Workers compensation letter of good standing as per Part 6.4
3. Welding Certification as per Part 6.5
4. Labour agreement as per Part 6.6
5. Project Schedule as per Part 6.7
6. Safety Measures for Fuel information as per Part 6.8
7. ISO 9001 registration documentation as per Part 6.9
9. Subcontractors list as per Part 6.11
10. Federal Contractors Program for Employment Equity - Certification as per Annex J

5.3 **Certifications Required with the Bid**

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

1. Tender Document completed and signed.
2. Pricing information and pricing data sheets as contained in Annex "I" and Appendix 1 to Annex I

PART 6 - FINANCIAL, SECURITY AND OTHER REQUIREMENTS

6.1 **Security Requirement**

There is no industrial security requirement associated with this requirement.

6.2 **Financial Capability**

SACC Clause A9033T Financial Capability 2011-05-16

6.3 **Insurance Requirements**

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

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.

6.4 Workers Compensation Certification- Letter of Good Standing

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

The Bidder must provide, within two (2) working days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

6.5 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 W47.1-03, Certification of Companies for Fusion Welding of Steel (*Minimum Division Level 2.1*);
2. Before contract award and within two (2) working days of the written request by the Contracting Authority, the successful Bidder must submit evidence demonstrating its certification to the welding standards.

In addition, welding must be done in accordance with the requirements of the applicable drawings and specifications.

6.6 Valid Labour Agreement

If the Bidder has a labour agreement, or other suitable instrument, in place with its unionized labour or workforce, it must be valid for the proposed period of any resulting contract. Before contract award and within two (2) working days of written notification by the Contracting Authority the successful Bidder must provide evidence of that agreement.

6.7 Project Schedule

Before contract award and within two (2) working days of written notification by the Contracting Authority the successful Bidder must propose its preliminary project schedule, in Gantt chart or detailed bar chart format. The project schedule must include the Bidder's work breakdown structure, the scheduling of main activities and milestone events, and any potential problem areas involved in completing the Work.

6.8 Safety Measures For Fueling and Disembarking Fuel

Fueling and disembarking fuel from Canadian government vessels must be conducted under the supervision of a responsible supervisor trained and experienced in these operations.

Before contract award and within two (2) working days of written notification by the Contracting Authority the successful Bidder must provide details of its safety measures for fueling and disembarking fuel together with the name and experience of the person in charge of this activity.

6.9 ISO 9001:2000 - Quality Management Systems

Before contract award and within two (2) working days of written notification by the Contracting Authority the successful Bidder must provide its current ISO Registration Documentation indicating its registration to ISO 9001:2000. Documentation and procedures of bidders not registered to the ISO standards may be subject to a Quality System Evaluation (QSE) by the Inspection Authority before award of a contract.

6.10 NOT USED**6.11 List of Proposed Subcontractors**

If the bid includes the use of subcontractors, the Bidder agrees, within two (2) working days of written notification from the Contracting Authority, to provide a list of all subcontractors including a description of the things to be purchased, a description of the work to be performed and the location of the performance of that work. The list should not include the purchase of off-the-shelf items, software and such standard articles and materials as are ordinarily produced by manufacturers in the normal course of business, or the provision of such incidental services as might ordinarily be subcontracted in performing the Work.

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

The Contractor must:

- a) Carry out the maintenance and alterations of the Canadian Coast Guard Vessel Terry Fox in accordance with the associated Technical Specifications detailed in the Statement of Work attached as Annex "A"
- b) Carry out any approved unscheduled work not covered in paragraph a) above.

7.2 Standard Clauses and Conditions**2. Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

General Conditions

2030, 2011-05-16, General Conditions - Higher Complexity - Goods

Supplemental General Conditions

1029, 2010-08-16, Ship Repairs

7.3 Security Requirement

1. There is no industrial security requirement associated with this contract.
2. Access to Port Facilities and Government vessels is controlled. The Contractor must comply with applicable requirements. A system of positive identification, sign-in and out, and wearing of identification badges while within Port facilities or on board Government vessels is required.
3. The Contracting and the Technical Authority reserve the right to direct that Contractor's personnel be security cleared as necessary.

7.4 Term of Contract**7.4.1 Work Period- Marine**

1. Work must commence and be completed as follows:

Commence:	October 24, 2012
Complete:	December 5, 2012

Solicitation No. - N° de l'invitation

F6855-122354/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

o1z008

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

F6855-122354

OLZ-2-35030

2. The Contractor certifies that they have sufficient material and human resources allocated or available and that the above work period is adequate to both complete the known work and absorb a reasonable amount of unscheduled work.

7.5 Authorities**7.5.1 Contracting Authority**

The Contracting Authority for the Contract

Public Works and Government Services Canada

Art Rice Dalton

7th Floor, The John Cabot Building, 10 Barters Hill

St. John's, NL. A1C 5T2

Phone (709)772-4932

Facsimile (709)772-2932

Email: art.rice@pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

7.5.2 Inspection Authority

The Inspection Authority for the Contract will be named at contract award.

The Inspection Authority is responsible for inspection of the Work and acceptance of the finished work. The Inspection Authority will be represented on-site by an assigned on-site Inspector and any other departmental inspectors who will from time to time be assigned in support of the designated inspector.

7.5.3 Technical Authority

The on site Technical Authority for the Contract will be named at contract award.

The Technical Authority is the on site representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for day to day on site technical matters. The on site technical authority is the designated authority for work arising including signatory authority for 1379s. Technical matters may be discussed with the Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

7.5.4 Project Authority

The Project Authority for the Contract will be named at contract award.

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

7.6 Payment**7.6.1 Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot Price(s)**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex B for a cost of \$_____

(insert the amount at contract award). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

7.6.2 Method of Payment - Single Payment

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

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

7.6.3 SACC Clauses

Limitation of Price	C6000C	2011-05-16
Time Verification	C0711C	2008-05-12
Discretionary Audit	C0100C	2010-01-11

7.7 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
 - (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
 - (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

7.8 Certifications

SACC Manual Clause A3015C Certifications 2008-12-12

7.9 Applicable Laws

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

7.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the Supplemental General Conditions 1029, 20010-08-16, Ship Repairs;
- (c) the General Conditions 2030 2010-08-16;
- (d) Annex A, Statement of Work;

- (e) Annex B, Basis of Payment;
- (f) Annex C, Insurance Requirements;
- (g) Annex D, NOT USED;
- (h) Annex E, Warranty;
- (i) Annex F, Not Used
- (j) Annex G, NOT USED
- (k) Annex H, NOT USED
- (l) Annex I, Required Certifications
- (m) the Contractor's bid dated _____ (*insert date of bid*),

7.11 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex C. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

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 five (5) 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.

7.12 NOT USED

7.13 NOT USED

7.14 NOT USED

7.15 Sub-Contractors and Sub-Contractors List

The Contracting Authority is to be notified, in writing, of any changes to the list of subcontractors before commencing the work.

When the Contractor sub-contracts work, a copy of the sub-contract purchase order is to be passed to the Contracting Authority. In addition, the Contractor must monitor progress of sub-contracted work and inform the Inspection Authority on pertinent stages of work to permit inspection when considered necessary by the Inspection Authority.

7.16 Work Schedule and Reports

No later than three (3) Working Days after contract award, the preliminary schedule must be revised and expanded as necessary and resubmitted before commencement of the Work. The Contractor must provide a detailed work schedule showing the commencement and completion dates for the Work in the available work period, including realistic target dates for significant events. During the work period the schedule is to be reviewed on an ongoing basis by the Inspection Authority and the Contractor, updated when necessary, and available in the Contractor's office for review by Canada's authorities to determine the progress of the Work.

The schedules must be revised on a predefined basis. The revised schedules must show the effect of progressed work and approved work arising. Changes in scheduled completion dates due to unscheduled work will not be accepted except as negotiated under Design Change or Additional Work clause.

7.17 Insulation Materials - Asbestos Free

All materials used to insulate or re-insulate any surfaces on board the vessel must meet Transport Canada Marine standards, for commercial marine work, and, for all work, be free from asbestos in any form. The Contractor must ensure that all machinery and equipment located below or adjacent to surfaces to be re-insulated are adequately covered and protected before removing existing insulation.

7.18 Loan of Equipment - Marine

The Contractor may apply for the loan of the Government special tools and test equipment particular to the subject vessel as identified in the Specifications. The provision of other equipment required for the execution of work in the Specifications is the sole responsibility of the Contractor.

Equipment loaned under this provision must be used only for work under this Contract and may be subject to demurrage charges if not returned on the date required by Canada. In addition, equipment loaned under the above provision must be returned in a like condition, subject to normal wear and tear.

A list of Government equipment that the Contractor intends to request must be submitted to the Contracting Authority within *three (3) days* of Contract Award to permit timely supply or for alternate arrangements to be made. The request must state the time frame for which the equipment is required.

7.19 Trade Qualifications

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

7.20 NOT USED

7.21 ISO 9001:2008 - Quality Management Systems

In the performance of the Work described in the Contract, the Contractor must comply with the requirements of ISO 9001:2000 - Quality management systems - Requirements, published by the International Organization for Standardization (ISO), current edition at date of submission of the Contractor's bid with the exclusion of the following requirement:

7.3 Design and development

It is not the intent of this clause to require that the Contractor be registered to the applicable standard; however, the Contractor's quality management system must address each requirement contained in the standard.

Assistance for Government Quality Assurance (GQA):

The Contractor must provide the Inspection Authority with the accommodation and facilities required for the proper accomplishment of GQA and must provide any assistance required by the

Inspection Authority for evaluation, verification, validation, documentation or release of product.

The Inspection Authority must have the right of access to any area of the Contractor's or Subcontractor's facilities where any part of the Work is being performed. The Inspection Authority must be afforded unrestricted opportunity to evaluate and verify Contractor conformity with Quality System procedures and to validate product conformity with contract requirements. The Contractor must make available, for reasonable use by the Inspection Authority, the equipment necessary for all validation purposes. Contractor personnel must be made available for operation of such equipment as required.

When the Inspection Authority determines that GQA is required at a subcontractor's facilities, the Contractor must provide for this in the purchasing document and forward copies to the Inspection Authority, together with relevant technical data as the Inspection Authority may request.

The Contractor must notify the Inspection Authority of non-conforming product received from a subcontractor when the product has been subject to GQA.

7.22 NOT USED

7.23 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 W47.1-03, Certification for Companies for Fusion Welding of Steel Structures Minimum division level 2.0;
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.

7.24 Environmental Protection

The Contractor and its subcontractors engaged in the Work on a Canadian Government vessel must carry out the Work in compliance with applicable municipal, provincial and federal environmental laws, regulations and industry standards.

The Contractor must have detailed procedures and processes for identifying, removing, tracking, storing, transporting and disposing of all potential pollutants and hazardous material encountered, to ensure compliance as required above.

All waste disposal certificates are to be provided to the Inspection Authority, with information copies sent to the Contracting Authority. Furthermore, additional evidence of compliance with municipal, provincial and federal environmental laws and regulations is to be furnished by the Contractor to the Contracting Authority when so requested.

The Contractor must have environmental emergency response plans and/or procedures in place. Contractor and subcontractor employees must have received the appropriate training in

emergency preparedness and response. Contractor personnel engaging in activities which may cause environmental impacts or potential non compliance situations, must be competent to do so on the basis of appropriate education, training, or experience.

7.25 Supervision of Fueling and Disembarking Fuel

SACC Manual Clause A9056C, 2008-05-12

7.26 Procedures for Design Change or Additional Work

SACC Manual Clause B5007C, 2010-01-11

7.27 NOT USED

7.28 NOT USED

7.29 NOT USED

7.30 Vessel Manned Refits

SACC Manual Clause A0032C, 2011-05-16

7.31 Pre-Refit Meeting

A Pre-Refit meeting will be convened and chaired by the Contracting Authority at the Repair facility two (2) working days before the commencement of the work period.

7.32 Progress Meetings

SACC Manual Clause B9035C, 2008-05-12

7.33 Outstanding Work and Acceptance

1. The Inspection Authority, in conjunction with the Contractor, will prepare a list of outstanding work items at the end of the work period. This list will form the annexes to the formal acceptance document for the vessel. A contract completion meeting will be convened by the Inspection Authority on the work completion date to review and sign off the form PWGSC-TPSGC1205, Acceptance. In addition to any amount held under the Warranty Holdback Clause, a holdback of twice the estimated value of outstanding work will be held until that work is completed.
2. The Contractor must complete the above form in three (3) copies, which will be distributed by the Inspection Authority as follows:
 - (a) original to the Contracting Authority;
 - (b) one copy to the Technical Authority;
 - (c) one copy to the Contractor.

7.34 Licensing

The Contractor must obtain and maintain all permits, licenses and certificates of approval required for the Work to be performed under any applicable federal, provincial or municipal legislation. The Contractor is responsible for any charges imposed by such legislation or regulations. Upon request, the Contractor must provide a copy of any such permit, license or certificate to Canada.

7.35 Hazardous Waste

SACC Manual Clause A0290C, 2008-05-12

Solicitation No. - N° de l'invitation

F6855-122354/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

olz008

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

F6855-122354

OLZ-2-35030

7.36 Site Regulations

SACC Manual Clause A9068C, 2010-01-11

7.37 Scrap and Waste Material

SACC Manual Clause A9055C, 2010-08-16

7.38 NOT USED

7.39 NOT USED

7.40 NOT USED

7.41 Workers Compensation SACC Manual Clause A0285C, 2007-05-25

Solicitation No. - N° de l'invitation

F6855-122354/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

o1z008

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

F6855-122354

OLZ-2-35030

ANNEX "A" - STATEMENT OF WORK

The entire Statement of Work is incorporated in and forms part of this document. It is attached hereto as a separate electronic document entitled

**CCGS Terry Fox
2012 Alongside Refit**

Solicitation No. - N° de l'invitation

F6855-122354/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

olz008

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

F6855-122354

OLZ-2-35030

ANNEX B - BASIS OF PAYMENT

THE FOLLOWING WILL BE COMPLETED BY PWGSC PRIOR TO CONTRACT AWARD AND WILL FORM THE BASIS OF PAYMENT FOR THE RESULTING CONTRACT AS PER PART 7 CLAUSE 6.1.

B1 Contract Price

Firm Price for Known Work

\$ _____

For completion of work specified as per Annex A and detailed in Appendix 1 to Annex A

HST

\$ _____

Total Contact Price

\$ _____

Firm Hourly Charge-out Labour Rate

\$ _____

B2 Unscheduled Work

1. Price Breakdown:

The Contractor must, upon request, provide a price breakdown for all unscheduled work, by specific activities with trades, person-hours, material, subcontracts and services.

2. Pro-rated Prices:

Hours and prices for unscheduled work will be based on comparable historical data applicable to similar work at the same facility, or will be determined by pro-rating the quoted work costs in the Contract when in similar areas of the vessel.

3. Payment for Unscheduled Work:

The Contractor will be paid for unscheduled work arising, as authorized by Canada. The authorized unscheduled work will be calculated as follows:

Number of hours (to be negotiated) X \$ _____, being the Contractor's firm hourly charge-out labour rate which includes overhead and profit, plus net laid-down cost of materials to which will be added a mark-up of 10 percent, plus Goods and Services Tax or Harmonized Sales Tax, if applicable, calculated at _____ percent of the total cost of material and labour. The firm hourly charge-out labour rate and the material mark-up will remain firm for the term of the Contract and any subsequent amendments.

B2.1 Notwithstanding definitions or usage elsewhere in this document, or in the Bidder's Cost Management System, when negotiating *Hours* for unscheduled work, PWGSC will consider only those hours of labour directly involved in the production of the subject work package. Elements of *Related Labour Costs* identified in I2.2 will not be negotiated, but will be compensated for in accordance with I2.2. It is therefore incumbent upon the Bidder to enter values in the above table which will result in fair compensation, regardless of the structure of their Cost Management System.

B2.2: Allowance for *Related Labour Costs* such as: Management, Direct Supervision, Purchasing and Material Handling, Quality Assurance and Reporting, First Aid, Gas Free Inspecting and Reporting, and Estimating will be included as *Overhead* for the purposes of determining the *Charge-out Labour Rate*.

B2.3: The 10% mark-up rate for materials will also apply to subcontracted costs. The mark-up rate includes any allowance for material and subcontract management not allowed for in the Chargeout Labour Rate. A separate labour component for the purchase and handling of materials or subcontract administration is not allowable.

B3 Overtime

1. The Contractor must not perform any overtime under the Contract unless authorized in advance and in writing by the Contracting Authority. Any request for payment must be accompanied by a copy of the overtime authorization and a report containing the details of the overtime performed pursuant to the written authorization. Payment for authorized overtime will be calculated as follows:

(a) For known work, the Contractor will be paid the Contract Price plus authorized overtime hours paid at the following premium rates:

For time and one half: \$_____ per hour, or

For double time: \$_____ per hour.

(b) For unscheduled work, the Contractor will be paid the authorized overtime hours at the quoted charge-out labour rate, plus the following premium rates:

For time and one half: \$_____ per hour, or

For double time: \$_____ per hour.

2. The above premiums will be calculated by taking the average hourly direct labour rate premiums, plus certified fringe benefit, plus profit of 7.5 percent on labour premium and fringe benefits. These rates will remain firm for the duration of the Contract, including all amendments and are subject to audit if considered necessary by Canada.

ANNEX C - INSURANCE REQUIREMENTS

C1 Ship Repairers' Liability Insurance

1. The Contractor must obtain Ship Repairer's 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 \$10,000,000 per accident or occurrence and in the annual aggregate.
2. The Ship Repairer's Liability insurance must include the following:
 - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - (b) Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Canadian Coast Guard and Public Works and Government Services Canada for any and all loss of or damage to the vessel, however caused.
 - (c) Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - (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.
 - (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.

C2 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 10,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability Insurance policy must include the following:
 - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada 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) 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.
 - (d) 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.
 - (e) 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.
 - (f) Employees and, if applicable, Volunteers must be included as Additional Insured.
 - (g) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)

- (h) Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- (i) 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.
- (j) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- (k) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
(Derived from - Provenant de: G2001C, 2008-05-12)

C3. Limitation of Liability

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 \$10,000,000.00 per incident or occurrence, to an annual aggregate of \$20,000,000 for damages caused in any one year of carrying out of the Contract, each such year starting on the date of coming into force of the Contract or its anniversary, and to a total maximum liability of \$40,000,000.00. 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. Each Party agrees that it is fully liable for any damages that it causes to any third party in connection with the Contract, regardless of whether the third party makes its claim against Canada or the Contractor. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada for that amount.

ANNEX D - NOT USED**ANNEX E - WARRANTY****E1 Vessel Warranty - Refit and Repair**

The warranty clause of the general conditions forming part of the Contract is deleted and replaced by the following:

"08 Warranty

1. The Contractor, if requested by Canada, must replace or repair at its own expense any finished work, excluding Government Issue incorporated in the Work, which becomes defective or which fails to conform to contract requirements as a result of faulty or inefficient manufacture, material or workmanship.

2. Despite acceptance of the finished work, and without restricting any other term of the Contract or any condition, warranty or provision imposed by law, the Contractor warrants that the following will be free from all defects and will conform with the requirements of the Contract:

(a) The painting of the underwater portion of the hull for a period of three hundred and sixty five (365) days commencing from the date of undocking, except that the Contractor will only be liable to repair and/or replace to a value to be determined as follows:

Original cost to Canada of the underwater painting work, divided by three hundred and sixty five (365) days and multiplied by the number of days remaining in the warranty period. The resultant sum would represent the "Dollar Credit" due to Canada from the Contractor.

(b) All other painting work for a period of three hundred and sixty five (365) days commencing from the date of acceptance of the Work;

(c) All other items of work for a period of ninety (90) days commencing from the date of acceptance of the Work, except that:

(i) the warranty on the work related to any system or equipment not immediately placed in continuous use or service will be for a period of ninety (90) days from the date of acceptance of the vessel;

(ii) for all outstanding defects, deviations, and work items listed on the Acceptance Document at Delivery, the warranty will be ninety (90) days from the subsequent date of acceptance for each item.

3. The Contractor agrees to pass to Canada, and exercise on behalf of Canada, all warranties on the materials supplied or held by the Contractor which exceed the periods indicated above."

4. Refer to Appendix 1 to Annex E for Warranty Defect Claim Procedures and forms."

E2 Warranty Procedures**1. Scope**

- a. The following are the procedures which suit the particular requirements for warranty considerations for a vessel on completion of a refit.

2. Definition

- a. There are a number of definitions of "warranty" most of which are intended to describe its force and effect in law. One such definition is offered as follows:
 "A warranty is an agreement whereby the vendor's or manufacturer's responsibility for performance of its product is extended for a specific period of time beyond the date at which the title to the product passes to the buyer."

3. Warranty Conditions

- a. General Conditions 2030, General Conditions - Higher Complexity - Goods are augmented by clauses incorporated into the subject Contract.
- b. The warranty periods may be stated in more than one part:
 - i. 90 days commencing from the day the PWGSC 1205 Acceptance Document is signed for workmanship provided by the contractor for the refit work specified;
 - ii. 365 days from the date of acceptance for the specified areas of painting;
 - iii. 365 days commencing from the day the PWGSC 1205 Acceptance Document is signed for parts and material provided by the contractor for the refit work specified;
 - iv. Any other specific warranty periods that may be required in the contract or offered by the Contractor.
- c. The foregoing does not cover the disposition of other deficiencies that will be directly related to Technical Authority problem areas of the following nature:
 - i. items becoming unserviceable that were not included in the refit specification;
 - ii. refit specifications or other related documentation requiring amendments or corrections to increase viability; and
 - iii. work performed that is directly related to the Technical Authority.

4. Reporting Failures With Warranty Potential

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

5. Procedures

- a. Immediately it becomes known to the Ship's Staff that an equipment/system is performing below accepted standards or has become defective, the procedures for the investigation and reporting are as follows:
 - i. The vessel advises the Technical Authority when a defect, which is considered to be directly associated with the refit work, has occurred.
 - ii. On review of the Specification and the Acceptance Document, the Technical Authority in consort with Ship's Staff is to complete the Tombstone Data and section 1 of the Warranty Claim Form Appendix 1 to Annex E and forward the original to the Contractor for review with a copy to the PWGSC contracting Authority. If the PWGSC Contracting or Inspection Authority is unable to support warranty action, the Defect Claim Form will be returned to the originator with a brief justification. (It is to be noted that in the latter instance PWGSC will inform the Contractor of its decision and no further action will be required of the Contractor.

Warranty defect claims may be forwarded in hard copy, by fax or by e-mail whichever format is the most convenient.

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

- b. In the event that the Contractor disputes the claim as a warranty defect, or agrees to share, the contractor is to complete Part 2 of the Warranty Claim Form with the appropriate information and forward it to the Contracting Authority who will distribute copies as necessary.
- c. When a warranty defect claim is disputed by the Contractor, the Technical Authority may arrange to correct the defect by in-house resources or by contracting the work out. All associated costs must be tracked and recorded as a possible charge against the contractor by PWGSC action. Material costs and manhours expended in correcting the defect are to be recorded and entered in Section 5 of the warranty defect claim by the Technical Authority who will forward the warranty defect claim to the PWGSC Contracting Authority for action. Defective parts of equipment are to be retained pending settlement of claim.
- d. Defective equipment associated with potential warranty should not normally be dismantled until the contractor's representative has had the opportunity to observe the defect. The necessary work is to be undertaken through normal repair methods and costs must be segregated as a possible charge against a contractor by PWGSC action.

6. Liability

- a. Agreement between the Contracting Authority, Inspection Authority, Technical Authority and the Contractor will result in one of the following conditions:
 - i. The contractor accepts full responsibility for costs to repair or overhaul under the warranty provisions of the contract;
 - ii. The Technical Authority accepts full responsibility for repair and overhaul of item concerned; or
 - iii. The Contractor and the Technical Authority agree to share responsibility for the costs to repair or overhaul the unserviceable item, in such cases the PWGSC Contracting Authority will negotiate the best possible sharing arrangement.
- b. In the event of a disagreement as in paragraph 5c, PWGSC will take necessary action with the contractor while the Technical Authority informs its Senior Management including pertinent data and recommendations.
- c. The total cost of processing warranty claims must include accommodation and travel costs of the contractor's employees as well as equipment/system down time and operational constraints. Accordingly, the cost to remediate the defect, in manhours and material, will be discussed between the Contracting/Inspection Authorities and the Technical Authority to determine the best course of action.

7. Alongside Period For Warranty Repairs and Checks

- a. If at all possible, an alongside period for the vessel is to be arranged just before the expiration of the 90 day warranty period. This alongside period is to provide time for warranty repair and check by the contractor.
- b. In respect to the underwater paint, should it become defective during the associated warranty period the contractor is only liable to repair to a value determined as follows:
 "Original cost to Canada for painting and preservation of the underwater section of the hull, divided by three hundred sixty five (365) days and multiplied by the number of days

remaining in the period. The resultant would represent the 'Dollar Credit' due to Canada from the Contractor."

- c. The Underwater paint system, before expiration of the warranty, should be checked by divers. The Technical Authority, is to arrange the inspection and inform the Contracting Authority of any adverse results.

Solicitation No. - N° de l'invitation

F6855-122354/A

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

F6855-122354

Amd. No. - N° de la modif.

File No. - N° du dossier

OLZ-2-35030

Buyer ID - Id de l'acheteur

olz008

CCC No./N° CCC - FMS No/ N° VME

APPENDIX 1 to ANNEX E



Travaux publics et Services

gouvernementaux Canada

Public Works and Government

Services Canada

Warranty Claim Réclamation De Garantie

Vessel Name – Nom de navire	File No. – N° de dossier	Contract No. - N ° de contrat
Customer Department – Ministère client		Warranty Claim Serial No. Numéro de série de réclamation de garantie
Contractor – Entrepreneur		Effect on Vessel Operations <u>Effet sur des opérations de navire</u> Critical Degraded Operational Non-operational Critique Dégadé Opérationnel Non-opérationnel

1. Description of Complaint – Description de plainte

Solicitation No. - N° de l'invitation

F6855-122354/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

olz008

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

F6855-122354

File No. - N° du dossier

OLZ-2-35030

CCC No./N° CCC - FMS No/ N° VME

Contact Information – l'information de contact

Name – Nom

Tel. No. - N ° Tél

Signature – Signature

Date

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

3. Contractor's Corrective Action – La modalité de reprise de l'entrepreneur

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

Date of Corrective Action - Date de modalité de reprise

Client Name and Signature - Nom et signature de client

Date

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

Signature – Signature

Date

5. Additional Information – Renseignements supplémentaires

Canada

PWGS

Solicitation No. - N° de l'invitation

F6855-122354/A

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

F6855-122354

Amd. No. - N° de la modif.

File No. - N° du dossier

OLZ-2-35030

Buyer ID - Id de l'acheteur

olz008

CCC No./N° CCC - FMS No/ N° VME

ANNEX F - NOT USED

ANNEX G - NOT USED

ANNEX H - NOT USED

ANNEX I - FINANCIAL BID PRESENTATION SHEET

I.1 Evaluation of Price

The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded.

a)	Known Work For work as stated in Annex "A" and detailed in the attached Pricing Data Sheet Annex "I", Appendix 1 a FIRM PRICE of:	\$ _____
b)	Unscheduled Work Estimated labour hours at a firm Charge-out Labour Rate, including overhead and profit: 2,500 person hours X \$_____ per hour for a PRICE of:	\$ _____
c)	EVALUATION PRICE HST or GST Excluded, [a + b]: <div style="text-align: right;">For an EVALUATION TOTAL of :</div>	\$ _____

I.2 Unscheduled Work

In any vessel refit, repair or docking contract, unscheduled work will arise after the vessel and its equipment is opened up and surveyed. The anticipated cost of the Work will be included in the evaluation of bids. The overall total cost will be calculated by including an estimated amount of additional person-hours (and/or material) multiplied by a firm hourly charge-out labour rate and is added to the firm price for the Work.

The overall total referred to as the "Evaluation Price" will be used for evaluating the bids. The estimated work will be based on historical experience and there is no minimum or maximum amount of unscheduled work nor is there a guarantee of such work.

I.2.1 Notwithstanding definitions or usage elsewhere in this document, or in the Bidder's Cost Management System, when negotiating Hours for unscheduled work, PWGSC will consider only those hours of labour directly involved in the production of the subject work package.

Elements of Related Labour Costs identified in I.2.2 will not be negotiated, but will be compensated for in accordance with I.2.2. It is therefore incumbent upon the Bidder to enter values in the above table which will result in fair compensation, regardless of the structure of their Cost Management System.

I.2.2 Allowance for Related Labour Costs such as: Management, Direct Supervision, Purchasing and Material Handling, Quality Assurance and Reporting, First Aid, Gas Free Inspecting and Reporting, and Estimating will be included as Overhead for the purposes of determining the Charge-out Labour Rate entered in Table I.1 above.

- I.2.3** The 10% mark-up rate for materials will also apply to subcontracted costs. The mark-up rate includes any allowance for material and subcontract management not allowed for in the Chargeout Labour Rate. A separate labour component for the purchase and handling of materials or subcontract administration is not allowable.

I.3 Overtime Fees

Compensation for authorized overtime will be calculated in the following manner:

- a. For Known Work, the contract price plus agreed overtime hours paid at the following premium rates; or, \$ _____
- b. For Unscheduled Work, agreed overtime hours at the quoted *Charge-out Labour Rate* plus the following premium rates:

For Time and one half: \$ _____ per hour; or,

For Double time \$ _____ per hour

Appendix 1 to Annex "I" : Detailed Pricing Data Sheet

Pricing Data sheet will be provided in a separate electronic document with the bidders conference minutes.

ANNEX J - REQUIRED CERTIFICATIONS

J.1 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;
- Act, (b) () is not subject to the FCP, being a regulated employer under the Employment Equity 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.

Solicitation No. - N° de l'invitation

F6855-122354/A

Amd. No. - N° de la modif.

File No. - N° du dossier

OLZ-2-35030

Buyer ID - Id de l'acheteur

olz008

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

F6855-122354

CCC No./N° CCC - FMS No/ N° VME
