

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada  
1713 Bedford Row  
Halifax, N.S./Halifax, (N.É.)  
B3J 1T3  
Bid Fax: (902) 496-5016

## 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

THERE IS A MANDATORY SECURITY  
REQUIREMENT ASSOCIATED WITH THIS  
DOCUMENT.

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

**Issuing Office - Bureau de distribution**  
Acquisitions  
1713 Bedford Row  
Halifax, N.S./Halifax, (N.É.)  
B3J 3C9

<b>Title - Sujet</b> PRESERVER PAINT & PRESERVATION	
<b>Solicitation No. - N° de l'invitation</b> W3554-136090/A	<b>Date</b> 2012-05-31
<b>Client Reference No. - N° de référence du client</b> W3554-13-6090	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$HAL-403-8696
<b>File No. - N° de dossier</b> HAL-2-69086 (403)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2012-06-18</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Atlantic Daylight Saving Time ADT	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Brow, Theresa	<b>Buyer Id - Id de l'acheteur</b> hal403
<b>Telephone No. - N° de téléphone</b> (902) 496-5166 ( )	<b>FAX No. - N° de FAX</b> (902) 496-5016
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE FMF CAPE SCOTT, HMCS DOCKYARD BLDG D200 RM 3311 HALIFAX NOVA SCOTIA B3K5X5 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<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</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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**H.M.C.S. TORONTO**  
PAINT AND PRESERVATION (UPPER DECKS)

**PART 1 - GENERAL INFORMATION**

**1.1 Introduction**

The bid solicitation and resulting contract document is divided into seven (7) parts plus annexes as follows:

- Part 1 General Information: provides a general description of the Statement of Work;
- 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 the Statement of Work, the Basis of Payment and other Annexes.

**1.2 Summary**

1. The Statement of Work is:
  - (a) to provide for all necessary labour, materials, tools, and equipment to carry out paint and preservation of exterior decks onboard H.M.C.S. PRESERVER in accordance with the attached hull survey HS120136 . All work is to be carried out in HMC Dockyard, Halifax, Nova Scotia.
  - (b) to carry out any approved unscheduled work not covered in paragraph a. Above.
2. There is a security requirement associated with this requirement. For additional information, see Part 7 - Resulting Contract Clauses, Article3
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(a), 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).
4. The work period is July 9<sup>th</sup> to Aug 9<sup>th</sup>, 2012

**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 fifteen (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>.

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 Standard Instructions (2012-03-02) - Goods or Services, Competitive Requirements are incorporated by reference into and form part of the bid solicitation.

### **2.2 Submission of Bids**

Bids must be submitted 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) 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.

### **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 Nova Scotia.
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**

None

### **2.6 Vessel Viewing - ONLY VIEWING**

The vessel will be made available for viewing @ 1300 ON JUNE 7, 2012 Bidders are requested to contact the Requisitioning Authority, Mr. John Arksey (902) 427-2974 to make arrangements to view.

## 2.7 Work Period Marine

Work **must** commence and be completed as follows:

Commence: July 9<sup>th</sup>, 2012

Complete: Aug 9<sup>th</sup>, 2012

The Bidder agrees through submission of its response to the bid solicitation that the above time frame provides an adequate period to perform the subject work and absorb a reasonable amount of unscheduled work; and further, that they have sufficient material and human resources allocated or available to complete the subject work and a reasonable amount of unscheduled work within the Work period.

## 2.8 List of Proposed Sub-contractors

If the bid includes the use of subcontractors, the Bidder agrees, upon request 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 by specification section 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, i.e. subcontract work valued at less than \$500.00

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

Canada request that bidders provide their bid in separate sections 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.

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; and
- (c) include the certifications as a separate section of the bid.

If bids are submitted by facsimile in accordance with 2003 Standard Instructions, Section 06(3) as modified under Part 2, Article 1, only one copy is required.

#### Section 1 - Financial Bid

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

#### Section II: Certification Requirements

Bidders must submit the certifications required in accordance with Part 5. If these certifications do not accompany the bid documents at the time of bid submission, they will be requested by the Contracting Authority as detailed in Part 6.

### 3.1.2 SACC Manual Clauses

C0417T Unscheduled Work and Evaluation Price (2008-05-12)

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### Evaluation Procedures

4.1

Bids will be accessed in accordance with the entire requirement of the bid solicitation including compliance with the mandatory certifications and table of deliverable requirements as detailed in Parts 2, 5 and 6. Any additional information which supports the bid will be requested as required by the Contracting Authority as detailed in Part 6. Only those bids which are found to meet all the mandatory requirements and the submission of acceptable additional information within the specified time frames will be deemed responsive.

### 4.2 Basis of Selection

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

### 4.3 Public Bid Opening

A public bid opening will be held in 1713 Bedford Row, Halifax, N.S. At 14:00 on the day of bid closing.

## 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 award of a contract. The Contracting Authority will have the right to ask for additional information to verify the 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.

### 5.2 Certifications Precedent to Contract Award

The certification 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.

### 5.2.1 Federal Contractors Program for Employment Equity - \$200,000 and above

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.

### 5.2.2 Safety Plan - Confined Space Entry and Rescue

The bidder must submit a Safety Plan for confined space Entry and Rescue.

The Safety Plan must be in accordance with Canadian Labour Code Part 4.

### 5.2.3 Worker's Compensation - Letter of Good Standing

It is mandatory that the Bidder has an account in good standing with the Provincial Workers Compensation Board/Commission.



Before contract award and within 24 hours of written notification by the Contracting authority the successful bidder must submit a certificate or Letter of Good Standing from the applicable Worker's Compensation Board/Commission. Failure to provide this information will render the bid as non-responsive.

#### **5.2.4 Valid Labor Agreement**

If the Bidder has a labour agreement, or other suitable instrument in place with the unionized labour or workforce, it must be valid for the proposed period of any resulting contract. Before contract award the successful Bidder must provide evidence of that agreement.

#### **5.2.5 ISO 9001:2000 Quality Management Systems**

Before contract award and within 24 hours 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 Quality Assurance Authority before award of a contract.

#### **5.2.6 Environmental Protection**

Before contract award and within 24 hours of written notification by the Contracting Authority, the successful Bidder must submit details of its environmental emergency response plans, waste management procedures and/or formal environmental training undertaken by its employees.

#### **5.2.7 Insurance Requirements**

The Bidder must provide, within five (5) working days of written notification from the Contracting Authority, 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 and will be insured in accordance with the Insurance Requirements specified in Annex "C".

#### **5.2.8 Statement of Contractors Requirements.**

The successful bidder shall adhere to all quality, environmental and safety requirements established in the SOCR REV 9 found at ANNEX G of this requisition when performing all specified work herein. Specific attention is to given to the requirement to adhere to all environmental legislation including but not limited to Material Safety data Sheets, product labeling, placarding of storage bins/containers, and containment of stored hazardous products

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

**At the time of Bid Closing, it is MANDATORY that all Proposers have the required Designated Organization Screening (DOS) in place for their firm through PWGSC. In addition, all proposed employees intended for employment against this standing offer/contract must have "reliability" screening in place prior to bid closing, to enable the successful firm to apply for the required VCR immediately upon document award. (this stipulation does not apply to any required sub-contractors).**

#### **6.1 Security Requirement**

There is a security requirement associated with the requirement.

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC. Until the security screening of the Contractor/Offeror personnel required by this Contract/Standing Offer has been completed satisfactorily by the Canadian Industrial Security Directorate, Public Works and Government Services Canada, the Contractor/Offeror personnel MAY NOT ENTER sites where such information or assets are kept, without an escort.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:
  - (a) Security Requirements Check List, attached at Annex E
  - (b) Industrial Security Manual (Latest Edition) .

## 6.2 Work Schedule and Reports

Before contract award and within 24 hours of written notification by the Contracting Authority the successful Bidder must submit to Canada one (1) copy of its preliminary production work schedule.

This schedule is to show the commencement and completion dates for the Work in the available work period, including realistic target dates for significant events. This schedule will be reviewed with the successful Bidder at the Pre-Refit Meeting.

Before contract award and within 24 hours of written notification by the Contracting Authority the successful Bidder must provide a sample output from its scheduling system including a typical progress report, a quality control inspection report and a milestone event network.

## 6.3 Tables of Deliverable Requirements

### 6.3.1 Mandatory Tender Deliverable Requirements

Notwithstanding deliverable requirements specified anywhere else within this request for Proposal and its associated Technical Specifications, the following are the only mandatory deliverables that must be submitted with the Tender documents at the time of bid closing. The following are mandatory and the Bidder must be compliant on each item to be considered responsive

Item Élé- ment	Description	Completed & Attached Remplie et jointe
1	<b>Invitation to Tender document, part 1 page 1 completed and signed;</b> Document d'appel d'offres, partie 1, page 1 remplie et signée;	
2	<b>Completed Annex F Financial Bid presentation sheet</b> Annexe I Feuille de présentation de la soumission financière dûment remplie, et;	
3	<b>Completed Appendix 1 to Annex "D" Pricing Data Sheets</b>	

Solicitation No. - N° de l'invitation

W3554-136090/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hal403

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

W3554-13-6090

File No. - N° du dossier

HAL-2-69086

CCC No./N° CCC - FMS No/ N° VME

	Appendice 1 de l'Annexe D Feuilles de renseignements sur les prix dûment remplies	
4.	Copy of DOS Security Clearance	

#### 6.4.2 Supporting Tender Deliverable Requirements

If the following information which supports the bid is not submitted with the Proposal; it will be requested by the Contracting Authority, from the lowest responsive Bidder and it must be provided within 24 hours of the written request:

Item  Élé- ment	Description	Completed and Attached  Rempli et joint	To be forwarded if requested by CA  Doit être acheminé à la demande de l'AC
1	<b>Changes to Applicable Laws (if any) as per article 2.4</b> Changements aux lois applicables (si applicable), selon la clause 2.4		
2	<b>Subcontractor List (if any) as per article 2.8</b> Liste des sous-traitants proposés, selon la clause 2.8		
3	<b>Proof of Good Standing with Worker's Compensation Board</b> Preuve de conformité aux règles de la Commission des accidents du travail, selon la clause 5.2.3		
4	<b>Proof of valid Labour Agreement or similar instrument covering the work period as per article 5.2.4</b> Preuve d'une convention collective valide ou d'un autre instrument adéquat couvrant la période des travaux, selon la clause 6.8 le cas échéant;		
5	<b>Preliminary Work Schedule as per article 6.2</b> Calendrier préliminaire des travaux, selon la clause 6.2		
6	<b>ISO Registration Certificate or Quality Assurance Documentation as per article 5.2.5</b> Certificat d'enregistrement ISO ou document d'assurance de la qualité, selon la clause 5.2.5		

#### 6.4.3 Supplementary Tender Deliverable Requirements

The following information, which supports the bid, may be requested by the Contracting Authority, from the lowest responsive Bidder and it must be provided within the specified duration of the written request:

Item  Élé- ment	Description	Completed and Attached  Rempli et joint	To be forwarded if requested by CA  Doit être acheminé à la demande de l'AC
1	<b>Details of environmental emergency response plans and waste management procedures, as per article 5.2.6</b>		

	Description détaillée du plan d'intervention en cas d'urgence environnementale et des procédures de gestion des déchets, conformément à la clause 5.2.6		
2	<b>Details of formal environmental training undertaken by employees, as per article 6</b> Description détaillée de la formation structurée donnée aux employés en matière d'environnement, conformément à la clause 6.12		
3	<b>Either proof of insurance coverage as required by article 7.11 or the letter as per article 5.2.7</b> Attestation d'assurance exigée à la clause 7.11 ou lettre mentionnée à la clause 5.2.7		
4	<b>Proof of registration, exemption or exclusion under the Controlled Goods Policy, as per article 5.2.9</b>		

## 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) to provide for all necessary labour, materials, tools, and equipment to carry out paint and preservation of exterior decks onboard H.M.C.S. PRESERVER in accordance with the attached hull survey HS120136.
- (b) Carry out any approved unscheduled work

### 7.2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* Manual 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](http://sacc-pwgsc.gc.ca/sacc/index-e.jsp)

#### 7.2.1 General Conditions

2030, Supplies - High Complexity Goods, (2012-03-02), apply to and form part of the Contract.

#### 7.2.2 Supplemental General Conditions

1029, Ship Repairs, (2010-08-16), (excluding article 09) apply to and form part of the Contract.

### 7.3 Security Requirement

1. 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 onboard Government vessels is required.
2. The Contracting and 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

1. Work must commence and be completed as follows:

Commencement : July 9<sup>th</sup>, 2012

Completion: Aug 9th, 2012

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 is:

Theresa Brow,  
Public Works & Government Services Canada  
Acquisitions, Marine  
1713 Bedford Row,  
Halifax, Nova Scotia B3J 3C9

Tel: (902) 496-5025

Fax: (902) 496-5016

Email: Theresa.Brow@pwgc-tpsgc.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 any work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

### 7.5.2 Technical Authority

The Technical Authority for the contract is:

Department of National Defence  
Fleet Maintenance Facility Cape Scott (FMFCS)  
Building D200, Stn Forces P O Box 99000  
Halifax, Nova Scotia B3K 5X5

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

### 7.5.3 Contractors Contacts:

Name:

Tel:

Fax:

Cellular

Email:

## 7.6 Payment

### 7.6.1 Basis of Payment - Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm price indicated in the Basis of Payment in Annex B. 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.

### 7.6.4 SACC Manual Clauses

C0711C Time Verification (2008-05-12)  
 C6000C Limitation of Price (2007-05-25)  
 H4500C Lien -Section 427 of the Bank Act (2010-01-11)

## 7.7 Invoicing Address

7.7.1 The contractor must submit invoices in accordance with the information required in Section 13 of 2030, General Conditions - Higher Complexity - Goods, article 7.6.2 Method of Payment, and article 7.7.3 Invoices Instructions.

### 7.7.2 Invoices

Invoices are to be made out to:

Department of National Defence,  
 FMF Cape Scott, Contracts Office,  
 Building D-200, Room 3311, STN Forces,  
 P.O. Box 99000, Halifax, Nova Scotia, B3K 5X5.

Attn: John Arksey

The original invoice is to be forwarded to:

Public Works & Government Services Canada  
 Acquisitions Marine  
 1713 Bedford Row, P O Box 2247  
 Halifax, Nova Scotia B3J 3C9

Attn: Theresa Brow

## 7.8 Certifications

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.

## **7.9 Applicable Laws**

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

## **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, 2007-11-30, Ship Repairs;
- (c) the General Conditions 1026A, 2008-05-12, Supplies - Firm Price;
- (d) Annex "A", Statement of Work ;
- (e) Annex "B", Basis of Payment;
- (f) Annex "C", Insurance Requirements;
- (g) Annex "D", Financial Bid Presentation Sheet
- (j) Annex "G", Security Requirement Check List (SRCL)
- (k) Annex "H", Statement Of Contractor Requirements (SOCR);
- (l) the Contractor's 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 will not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible to decide 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 will be 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 including details of the insurance coverage, exclusions, deductibles and conditions and confirming that the insurance policy complying with the requirements is in force. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies

## **7.12 Sub-contracts and Sub-contractor 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 Quality Assurance Authority on pertinent stages of work to permit inspection when considered necessary by the Quality Assurance Authority.

## **7.13 Work Schedule and Reports**

No later than three (3) 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 Quality Assurance 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.

#### **7.14 Trade Qualifications**

The Contractor must use qualified, certificated (if applicable) and competent tradespeople and supervision to ensure a uniform high level of workmanship. The Quality Assurance 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.

#### **7.15 ISO 9001:2000 - 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 Quality Assurance Authority with the accommodation and facilities required for the proper accomplishment of GQA and must provide any assistance required by the Quality Assurance Authority for evaluation, verification, validation, documentation or release of product.

The Quality Assurance 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 Quality Assurance 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 Quality Assurance Authority, the equipment necessary for all validation purposes. Contractor personnel must be made available for operation of such equipment as required.

When the Quality Assurance 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 Quality Assurance Authority, together with relevant technical data as the Quality Assurance Authority may request.

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

#### **7.16 Environmental Protection**

The Contractor and its sub-contractors engaged in the Work on Government equipment 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 QA representative, 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.

## 7.18

### 7.19 Outstanding Work and Acceptance

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.

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.

## 7.20 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.

## 7.21 SACC Manual Clauses

A0290C	Hazardous Waste - Vessels	(2008-05-12)	
A9068C	Site Regulations - Non-DND	(2010-01-11)	
A9062C	Canadian Forces Site Regulations		(2010-01-11)
A9055C	Scrap and Waste Material	(2008-05-12)	
A0285C	Workers Compensation	(2007-05-25)	
A9006C	Defence Contract	(2008-05-12)	

**Annex "A"/Annexe "A"****STATEMENT OF WORK  
DEVIS DE TRAVAIL**

A1) REQUIREMENT: Request the establishment of a contract to provide for all necessary labour, materials, tools, and equipment to carry out paint and preservation of exterior decks onboard H.M.C.S. PRESERVER in accordance with the attached hull survey HS120136.

**Decks to be treated (Re-Coat)**

Hangar Top	Total Area:	5500 sq. ft
Quarter Deck	Total Area:	300 sq. ft Scattered Areas
CIWS Deck Aft, Hangar Top	Total Area:	4 sq. ft Scattered Areas
Fwd Breezeway (Stbd)	Total Area:	50 sq. ft Scattered Areas
Fwd Breezeway (Port)	Total Area:	50 sq. ft Scattered Areas
Aft Breezeway (Stbd)	Total Area:	125 sq. ft Scattered Areas
Aft Breezeway (Port)	Total Area:	330 sq. ft Scattered Areas
Boat Deck (Port)	Total Area:	100 sq. ft Scattered Areas
Boat Deck (Stbd)	Total Area:	100 sq. ft Scattered Areas
Foc'sle	Total Area:	100 sq. ft Scattered Areas
Hangar (Interior)	Total Area:	500 sq. ft Scattered Areas
Missile Deck	Total Area:	120 sq. ft Scattered Areas

**TOTAL sq. ft 6,449 sq. ft**

**Decks to be treated to SSPC-SP-1 Standards Only**

CIWS Deck Aft, Hangar Top	Total Area:	10 sq. ft
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**TOTAL sq. ft 10 sq. ft**

**Decks to be treated (Top Coat)**

Quarter Deck	Total Area:	1900 sq. ft
Fwd Breezeway (Stbd)	Total Area:	750 sq. ft
Fwd Breezeway (Port)	Total Area:	750 sq. ft
Aft Breezeway (Stbd)	Total Area:	1338 sq. ft
Aft Breezeway (Port)	Total Area:	1338 sq. ft
Boat Deck (Port)	Total Area:	2550 sq. ft
Boat Deck (Stbd)	Total Area:	2550 sq. ft
Foc'sle	Total Area:	3100 sq. ft
Hangar (Interior)	Total Area:	5500 sq. ft
Missile Deck	Total Area:	1100 sq. ft

**TOTAL sq. ft 20,876 sq. ft**

When required, the contractor must take precautions to protect the following:

- A) All fitted lighting including aircraft landing and recessed landing lights;
- B) Traversing cables, associated pulleys, recessed bays and drains
- C) Prewet nozzles and surrounding rubberized coatings
- D) Helo Haul-down and Beartrap cables must be wrapped in plastic where applicable.
- E) Other equipment specific to particular worksite as directed by a representative of the Contracts Office.

All prospective bidders will be required to submit proof of all mandatory requirements with their bid to be considered for bid award.

A2) Contractor will be responsible for the removal and re-installation of any interference items in order to complete the deck work.

A3) Work Period: All work must be completed during the period of July 9<sup>th</sup> to Aug 9<sup>th</sup>, 2012

A4) WORKSITE: All work shall be conducted on H.M.C.S PRESERVER within H.M.C. Dockyard. Any additional space requirements (i.e. trailers, storage containers) must be requested through and approved by the Requisitioning Authority. The worksite shall be available commencing at 0730 daily.

A5) PRICING: Bidders are required to provide cost breakdown for each deck specified above as part of any bid submission. All pricing shall clearly specify all labour and materials separately.

NOTE: Invoices to be submitted for each deck separately upon completion of all work. Invoices that include material charges are to be accompanied by material receipts to verify actual costs incurred. Invoices will be paid once all work has been completed.

A6) STATEMENT OF CONTRACTOR REQUIREMENTS: The successful bidder shall adhere to all quality, environmental and safety requirements established in the SOCR REV 9 found at ANNEX H of this requisition when performing all specified work herein.

A7) WORK PLAN: The successful bidder shall include in their bid submission, a work plan clearly detailing the number of work days it will take to complete 'each' deck and the order in which the work will progress during the allotted time. The plan shall include consideration of alternatives should the submitted plan be incapable of meeting the completion date as specified in paragraph A2 above for reasons such as inclement weather. Upon contract award, successful bidder shall be required to meet with the Requisitioning Authority to review the work plan submitted. The successful bidder shall attend a pre-job meeting as scheduled by the Requisitioning Authority.

A8) WORK CANCELLATION: Due to the operational nature of the vessel on which this work shall occur, the Fleet Maintenance Facility Cape Scott Contracts Office reserves the right to cancel any or all work associated with this contract for reasons beyond its control. This includes but is not limited to unforeseen ship deployment, fueling, ammunition storing and/or any other factors that prevent work from being completed within the specified period.

A9) CLIENT SUPPORT: The successful bidder will be provided with the following support during the duration of the work:

- Hot Work Certificates: The successful bidder shall inform the FMFCS Quality Assurance Representative of any requirements for Hot Work certificates no later than 1300 hours on the day preceding the requirement. FMFCS QA will be responsible to provide hot work certificates no later than 0900 hours on the day of the requirement.

A10) WORKER ORIENTATION: Workers must be familiar with DND Man-aloft and Lock Out/Tag Out procedures prior to the commencement of any work. If work is to be carried out onboard a submarine, all workers must have sub-awareness training, to be carried out at contractor's expense. The successful bidder shall contact the Requisitioning Authority prior to the work to arrange for orientation in these areas.

A11) WORKSITE CLEANLINESS: The successful bidder shall be responsible to clean the worksite at the end of each working day. Debris and materials arising from the day's work must be removed daily.

A12) PHOTOGRAPHY: Any use of photographic or video recording onboard the vessel is prohibited unless approval is authorized by the Requisitioning Authority and the Ship Security Officer.

A13) PARKING: Parking is not permitted on jetties and only in designated areas within the industrial H.M.C. Dockyard area. Any requirements to access jetties for the purpose of loading/unloading equipment and materials must be forwarded to the Requisitioning Authority in advance. DND will not be responsible for any parking tickets issued as a result of any abuse of temporary parking allowances for these purposes. Access will be limited to two vehicles at any time.

A14) WORKSITE ACCESS: The successful bidder shall provide the Requisitioning Authority with a list of personnel who will require access to the worksite to perform the contracted services upon contract award in addition to any vehicles which will require access. All personnel authorized for access must possess photo identification on their person at all times while on the worksite within H.M.C. Dockyard.

NOTE: FMF Cape Scott reserves the right to restrict access to the worksite for reasons beyond our control. In such cases the successful bidder shall be provided with 24 hours notice in order to reschedule their work plans. FMF Cape Scott will not be responsible for any Lost and Idle time resulting from such changes where the required notice has been provided.

A15) LOST & IDLE TIME: Any incidents of 'lost & idle' time are to be reported to the Requisitioning Authority immediately detailing the circumstances of the delay and the impact in terms of personnel. Such reports are to be followed up with written explanation of the cause, amount of time lost, and number of personnel involved, within 24 hours of such a claim. Failure to report any lost time situations immediately will negate any claims.

A16) INSPECTIONS: The successful bidder shall notify the Requisitioning Authority at least one-hour in advance of all mandatory inspections as specified in the specification or hull instructions.

A17) QUALITY DOCUMENTATION: All QA documentation as specified in job instructions/specifications, to be provided at time of invoicing.

A18) PERSONAL PROTECTIVE EQUIPMENT: The successful bidder is required to ensure personnel have the required personal protective equipment to perform their duties and to ensure they have had the proper training in the wear, use and maintenance of such equipment when performing duties on Department of National Defence property.

A19) GOVERNMENT SMOKING POLICY: The successful bidder shall ensure that its personnel shall comply with the policy of the Government of Canada, which prohibits smoking in any government structure.

A20) FMFCS DRUG AND ALCOHOL POLICY: FMF Cape Scott has developed a zero tolerance policy to create a Drug and Alcohol Free Workforce. No contractor personnel shall come to work after using or

while impaired by drugs or alcohol. The contractor will be asked to remove any personnel offending this policy from the premises for the remainder of the workday at the contractor's expense.

A21) **QUALIFICATIONS:** The contractor shall provide, as part of the bid submission, a letter of submission clearly indicating the contractor's experience in the marine/industrial painting and preservation sector. Submission is to include the experience of the contractor's personnel, training and formal courses taken. Personnel qualifications are to include at least one NACE certified member on staff and a minimum NACE Level 1 on-site.

A22) **SUBLETTING:** Subletting will not be permitted without written consent of the Requisitioning Authority.

### A23) ADDITIONAL REQUIREMENTS

A23.1) The contractor shall be required to be available for hours of work stipulated by the Fleet Maintenance Facility Cape Scott, Contracts Office, including hours required outside of normal working hours.

A23.2) The contractor must be available for on-site consultation as deemed necessary by the Fleet Maintenance Facility Cape Scott, Contracts Office.

A23.3) The contractor shall be able to provide a valid certificate of calibration for any necessary test equipment prior to starting any work that requires use of such equipment.

A23.4) When requested by the FMFCS Contracts Office, the contractor shall provide detailed written work plans and schedules to enable the client to integrate the contractor's work into the larger work projects.

A23.5) It is mandatory that the contractor provides qualified fire sentry/tank watch personnel with the appropriate fire fighting and safety equipment for the task at hand. All personnel acting in the capacity of fire sentry/tank watch shall have recognized training and certification on the proper use of fire fighting equipment, alarms, response and reporting procedures, and fire safety in the industrial workplace, along with training in Workplace Hazardous Materials Information System (WHMIS) and Confined Space Entry. Personnel are to have all such certificates on their person at all times during the performance of the work. While working in the role of fire sentry/tank watch, the contractor personnel shall be dedicated to that task only.

A23.6) The contractor is responsible to ensure the health and safety of their personnel and shall comply with:

- a. All DND, Federal, Provincial and Municipal regulations;
- b. All site safety regulations and procedures; and
- c. The Contractor shall have in place an Occupational and Safety Management System, employing written safe work procedures by conducting Job Hazard Analysis for each job order in both shop and field work.

A23.7) The contractor shall comply with all DND, Federal, Provincial and Municipal regulations and:

- a. Shall be prepared to take appropriate precautions to safely work in spaces that may contain hazardous material;

b. Shall be required to provide all appropriate equipment, devices, tools and machinery, including general and specialized Personal Protective Equipment (PPE) which is certified, maintained in proper working condition and is used in the prescribed manner (Canada Labour Code, Part II, Para 125(w) refers) for all personnel in their employ.

A23.8) The contractor shall have Material Safety Data Sheets (MSDS) for all controlled products used in the performance of work specified in any call-up. Such MSDS shall be held at the worksite by the contractor's personnel and be readily available. The contractor shall ensure that any toolbox, storage box, and/or trailer used to store work related equipment and supplies in support of work, display product labelling and/or placards to demonstrate when any hazardous controlled items are stored within. All such containers must also clearly display the contractor's name and a contact number.

A23.9) Unless otherwise directed by the technical authority, Ultrahigh-pressure, (UHP), multi-nozzle Waterjetting, (above 210 MPa or 30,000 PSIG), Waterjetting Equipment will be used as the primary method of surface preparation, due to the fact that units are not required to de-ammo which constitutes considerable time and monetary saving to the Crown, and can be utilized during all weather conditions. Waterjetting also does not cross-contaminate adjacent deck as found by utilizing shot blasting. The supplier must be aware of and ensure that all environmental policies are upheld at all times, such as the recovery of all effluents. The water used for Waterjetting should be pure so it does not contaminate the surface being cleaned. The supplier must be aware that Waterjetting does not produce an etch or profile, rather it exposes the original abrasive-blasted surface profile. After Waterjetting, should the prepared surface not meet the minimum profile required, the supplier will be responsible to achieve the specified profile as part of the original contract using alternate methods. All Waterjetting shall be to a WJ-1 standard with chloride testing in accordance with D-23-003-005/SF-002 Specification for Maintenance Painting of HMC Ships.

A23.10) The successful bidder must provide proof of ownership or rental agreement for the water jetting and recovery equipment mentioned in para A22.9, as well as proof of ability to maintain such equipment (maintenance personnel qualifications/availability). One secondary method, (shot or grit blasting machine), is to accompany the bid proposal.

#### A24) SECURITY REQUIREMENTS

**A24.1) At the time of Bid Closing, it is MANDATORY that all Proposers have the required Designated Organization Screening (DOS) in place for their firm through PWGSC. In addition, reliability screening is required at bid closing for all personnel that the bidder proposes to utilize for the preparation and painting of the decks. Due to the limited timeframe required to install/remove any hoarding/enclosures and interference items, DND is willing to provide escorts for unscreened subcontractor personnel utilized for these tasks only.**

A24.2) The successful bidder must ensure arrangements are in place for a Visitor Clearance Request (VCR). The Security Officer of the successful bidder is to contact:

Public Works and Government Services Canada  
 CIISD Canadian and International Industrial Security Directorate  
 2745 Iris Street, 3rd Floor  
 Ottawa, Ontario  
 KIA OS5  
 Tel: 613-948-4176

Solicitation No. - N° de l'invitation

W3554-136090/A

Amd. No. - N° de la modif.

File No. - N° du dossier

HAL-2-69086

Buyer ID - Id de l'acheteur

ha1403

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

W3554-13-6090

CCC No./N° CCC - FMS No/ N° VME

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VCR's are required for all personnel accessing Department of National Defence property. Failure to obtain a Visitor Clearance Request could result in the termination of this contract.

A24.3) The Contractor shall ensure that all personnel employed are in possession of Photo Identification on their person at all times while working within DND property

#### A25) STOP WORK

A25.1) If a DND 'stop work' order is invoked after commencement of the work, it will be the responsibility of the Offeror to demonstrate to DND that productive work was performed between the time of authorization and the stop work, and to substantiate costs incurred associated with such productive work.

FMFCS Contracts Office will make payment within 30 days upon receipt of the invoice in the Contracts Office, of the Offeror's original invoice, for authorized services for this requirement. All rendered services will be to the satisfaction and acceptance of the Technical Authority prior to payment. Invoices are not to be submitted prior to the completion of the work as stated in the call-up document. This request has no provisions for advance payments, progress payments, or deposits.



**ANNEX 'B':  
BASIS OF PAYMENT/BASE DE PAIEMENT**

**Remark to Bidder: Annex B will form the Basis of Payment for the resulting contract and should not be filled in at the bid submission stage.**

**B1 Contract Price**

<b>a)</b>	<b>Known Work</b> For work as stated in Part 7 article 7.1, Specified in Annex "A" and detailed in the attached Pricing Data Sheets at Appendix 1 to this Annex for a FIRM PRICE of:  <b>Travaux prévus</b> Pour les travaux prévus à la clause1 de la Partie7, précisés à l'annexeA et détaillés à l'Appendice 1 de la présente annexe- Feuilles de renseignements sur les prix, pour un PRIX FERME de	\$ _____
<b>b)</b>	<b>HST/TVH</b>  <div style="text-align: right;">Estimated at (15% ) of Line a) only (15% ) de la ligne a) seulement</div>	\$ _____
<b>c)</b>	<b>Total Firm Price/TVH Include (a+b)</b> HST Included [a+b]:  <div style="text-align: right;">For a FIRM PRICE of/Pour le prix ferme de:</div>	\$ _____ :

**B2Unscheduled Work**

The Contractor will be paid for unscheduled work arising, as authorized by Canada, calculated in the following manner:

"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 10% mark-up, plus Goods and Services Tax or Harmonized Sales Tax as applicable, 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 duration of the Contract and any subsequent amendments thereto."

**B2.1**Notwithstanding definitions or useage elsewhere in this document, or in the Contractor'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 B2.2, will not be negotiated, but will be compensated for in accordance with B2.2.

**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 set out in clause B2.

**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. The Contractor will not be entitled to a separate labour component for the purchase and handling of materials or subcontract administration.

### **B3 Overtime**

No overtime work will be compensated for 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 such details as Canada may require with respect to the overtime work performed. Compensation for authorized overtime will be calculated by taking the average hourly direct labour rate premiums, plus certified fringe benefit additives, plus profit of 7 1/2 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 deemed necessary by Canada.

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## ANNEX “C” /ANNEXE 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 DND 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

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.

### **C3 Limitation of Contractor's Liability for Damages to Canada**

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

### FINANCIAL BID PRESENTATION SHEET

The price of this evaluation is expressed in Canadian Currency, all taxes and duties included, Fleet Maintenance Facility Cape Scott, Canadian Forces Base, Halifax, Nova Scotia. (Incoterms 2000) for goods.

#### F1 Price for Evaluation Prix pour évaluation

a)	<p><b>Known Work</b></p> <p>For work as stated in Part 1 Clause 2, specified in Annex "A" and detailed in the attached Pricing Data Sheet Annex I , Appendix 1 for a FIRM PRICE of</p> <p><b>Travaux prévus</b></p> <p>Pour les travaux prévus à la clause 1.2 de la Partie1, précisés à l'annexe A et détaillés à l'Appendice 1 de la présente annexe- Feuilles de renseignements sur les prix, pour un PRIX FERME de :</p>	\$ _____
b)	<p><b>Unscheduled Work</b></p> <p><i>Labour Cost:</i></p> <p>Estimated labour hours at a firm <i>Charge-out Labour Rate</i>, including overhead and profit:</p> <p>120 person hours X \$ _____ per hour for a PRICE of:</p> <p><b>See clauses F2.1 and F.2 below</b></p> <p><b>Travaux imprévus</b></p> <p><i>Frais de main-d'œuvre de l'entrepreneur:</i></p> <p>Nombre estimatif d'heures-personnes au <i>tarif d'imputation</i> ferme pour la main-d'œuvre, y compris les frais généraux et les bénéfices:</p> <p>150 hr- personnes X _____ \$ de l'heure pour un PRIX de:</p> <p><b>Voir les Notes F2.1 et F2.2 ci-dessous.</b></p>	\$ _____
c)	<p><b>Traffic area per square</b></p> <p>including labour and material</p> <p>50 square feet at \$ _____ per sq. Foot</p>	\$ _____
d)	<p><b>Non Traffic area</b></p> <p>including labour and material</p> <p>40 square feet at \$ _____ per sq. Foot</p>	\$ _____
e)	<p><b>Lost and idle Time</b></p> <p>Equipment Cost - 12 hours at \$ _____ per hour</p>	\$ _____

f)	<b>EVALUATION PRICE</b> GST Excluded/TVH exclue [A + B + C] : For an Evaluation price of/ Soit un PRIX POUR ÉVALUATION de \$ _____	
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## F2 Unscheduled Work

Unscheduled work arising, as authorized by the Minister, will be calculated in the following manner:

"Number of hours (to be negotiated) X \$\_\_\_\_\_ your firm hourly Charge-out Labour Rate which includes Overhead and profit, plus net laid-down cost of materials to which will be added a 10% mark-up, plus Goods and Services Tax or Harmonized Sales Tax as applicable, 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 duration of the Contract and any subsequent amendments."

**F2.1:**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.

**F2.2:**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 I1 line I1b) above.

**F2.3:**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.

## F3 Overtime

No overtime work will be compensated for 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 such details as Canada may require with respect to the overtime work performed. Compensation for authorized overtime will be calculated by taking the average hourly direct labour rate premiums, plus certified fringe benefit additives, plus profit of 7 1/2 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 deemed necessary by Canada.

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File No. - N° du dossier

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**APPENDIX 1 TO ANNEX "D"**  
**APPENDICE 1 À L'ANNEXE D -**

DETAILED PRICING DATA SHEET'		FEUILLE DE RENSEIGNEMENTS SUR LES PRIX	
	Labour	Material	Total
Decks to be treated (Re-coat)			
Hangar Top			
Quarter Deck	\$	\$	\$
CIWS Deck Aft, Hangar Top	\$	\$	\$
Fwd Breezeway (STBD)	\$	\$	\$
Fwd Breezeway (Port)	\$	\$	\$
Aft Breezeway (STBD)	\$	\$	\$
Aft Breezeway (Port)	\$	\$	\$
Boat Deck (Port)	\$	\$	\$
Boat Deck ( Stbd)	\$	\$	\$
Foc'sle	\$	\$	\$
Hangar (Interior)	\$	\$	\$
Missile Deck	\$	\$	\$
Decks to be treated to SSPC-SP-1 Standards Only			
CIWS Deck Aft, Hangar Top	\$	\$	\$
Decks to be treated (top coat)			
Quarter Deck	\$	\$	\$
Fwd Breezeway (Stbd)	\$	\$	\$
Fwd Breezeway (port)	\$	\$	\$
Aft Breezeway (Stbd)	\$	\$	\$
Aft Breezeway (port)	\$	\$	\$
Boat Deck (Port)	\$	\$	\$
Boat Deck (Stbd)	\$	\$	\$
Foc'sle	\$	\$	\$
Hangar (interior)	\$	\$	\$
Missile Deck	\$	\$	\$
			\$

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Total Known Work			
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**ANNEXE E -  
SECURITY REQUIREMENT CHECKLIST  
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ**

Attached as a separate document