

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada  
Pacific Region  
401 - 1230 Government Street  
Victoria, B.C.  
V8W 2Z4  
Bid Fax: (250) 363-3344

**REQUEST FOR PROPOSAL**  
**DEMANDE DE PROPOSITION**

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

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

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

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

**Comments - Commentaires**

<b>Title - Sujet</b> GWAI HAANAS II SUP&DEL DECK CRANE	
<b>Solicitation No. - N° de l'invitation</b> 5P438-120234/A	<b>Date</b> 2012-09-26
<b>Client Reference No. - N° de référence du client</b> 5P438-120234	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$XLV-174-6032	
<b>File No. - N° de dossier</b> XLV-2-35145 (174)	<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 2012-10-16</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Pacific Daylight Saving Time PDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Turner, Ian	<b>Buyer Id - Id de l'acheteur</b> xlvl74
<b>Telephone No. - N° de téléphone</b> (250) 363-8475 ( )	<b>FAX No. - N° de FAX</b> (250) 363-3960
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> PARKS CANADA SEE HEREIN	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Public Works and Government Services Canada - Pacific  
Region  
401 - 1230 Government Street  
Victoria, B. C.  
V8W 2Z4

<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/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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**(PART 1)****PART 1 - GENERAL INFORMATION****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 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.

**2. Summary**

1. The Statement of work is as follows:

a. Supply of one (1) complete marine rated crane for the Gwaii Haanas II. Provide field service representative assistance for three (3) days of inspections, set to work and trials after the crane is installed during a docking and refit scheduled for February - April 2013 time frame, in accordance with the associated Technical Specifications detailed in the Statement of Work and Project Management Services attached as Annexes A and H. For any specifications, drawings, test sheets, annexes and appendices not included in this document, bidders are requested to contact the Contracting Authority identified in the bid solicitation.

b. To carry out any approved unscheduled work not covered in paragraph a. above.

**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)****PART 2 - BIDDER INSTRUCTIONS****1. Standard Instructions, Clauses and Conditions**

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

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

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

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (*Consent to a Criminal Record Verification form - PWGSC-TPSGC 229*) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

The 2003, (2012-03-02 ) Standard Instructions - Goods or Services, - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

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

**2. Submission of Bids**

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

**(PART 2)**

### 3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later *than three (3) calendar days* before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

### 4. Applicable Laws

1. Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in British Columbia \_\_\_\_\_.  
(*Insert the name of the province or territory.*)
2. Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

### 5. Delivery

The contractor will complete the fabrication and testing to have the crane ready for delivery no later than January 31st 2013. Parks Canada will arrange for pickup in order to have the crane installed during the vessel's docking a refit scheduled for February/March of 2013

### 6. List of Proposed Sub-contractors

If the bid includes the use of subcontractors, the Bidder agrees, upon written 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 2)**

**7. Inspection and Test Plan**

Before contract award and within 24 hours of written notification by the Contracting Authority the Bidder may be required to provide an example of its Inspection Plans.

**8. Tables of Deliverable Requirements**

**8.1 Mandatory Deliverable Requirements**

Notwithstanding deliverable requirements specified anywhere else within this bid solicitation and its associated Technical Specifications, the following are the only mandatory deliverables that must be submitted with the Bid 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	Description	Completed and Attached
1	<b><u>Invitation To Tender</u> document part 1 page 1 completed and signed;</b>	
2	<b><u>Technical Bid, PART 4, section 4.1.3.1</u></b>	
3	<b><u>Completed Annex G Financial Bid Presentation Sheet</u></b>	
4	<b><u>Completed Appendix 1 to Annex G Pricing Data Sheet</u></b>	

(PART 2)

**8.2 Supporting Deliverable Requirements**

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

Item	Description	RFP PART No:	PART Article	Completed and Attached	To be forwarded if requested by the CA
1	Changes to Applicable Laws (if any)	2	4		
2	Subcontractor List (if any)	2	6		
3	Inspection and Test Plan	2	7		
4	Technical bids	4	4.1.3.2 and 4.1.3.3		
5	Certifications	5	3		
6	Proof of good standing with Worker's Compensation Board	6	3		

7	Proof of welding certification	<b>6</b>	<b>4</b>		
8	Preliminary Work Schedule	<b>6</b>	<b>5</b>		
9	ISO Registration Certificate or Quality Assurance Documentation	<b>6</b>	<b>6</b>		
10	Contractor Contacts	<b>7</b>	<b>5</b>		
11	Quality and inspections plan as per Inspection /Quality Section	<b>Annex D</b>	<b>D1</b>		
12	Project Management Team Details	<b>Annex F</b>	<b>F1.4</b>		

(PART 2)

### 8.3 Supplementary Deliverable Requirements

The following information, which supports the bid, may be requested by the Contracting Authority, and it must be provided within *five (5) days* of the written request:

Item	Description	RFP PART No:	PART Article	Completed and Attached	To be forwarded if requested by the CA
1	Financial Statements and information	<b>6</b>	<b>2</b>		
2	Details of environmental emergency response plans and waste management procedures	<b>6</b>	<b>7</b>		
3	Either proof of insurance coverage	<b>7</b>	<b>12</b>		
4	An Insurance letter	<b>6</b>	<b>8</b>		

**(PART 3)**

**PART 3 - BID PREPARATION INSTRUCTIONS**

**1. Bid Preparation Instructions**

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

<b>Section I:</b>	<b>Technical Bid</b>	<b>One (1) copies</b>
<b>Section II:</b>	<b>Financial Bid</b>	<b>One (1) copy</b>
<b>Section III:</b>	<b>Certification Requirements</b>	<b>One (1) copy</b>

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

Prices must appear in the financial bid only. No prices are to be indicated in any other section of the bid. **Any cost differences resulting from modifications proposed by the bidder must only be included in Annex I Appendix G table b.**

Canada requests bidders to 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.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to :

- 1) use 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

If bids are submitted by facsimile in accordance with 2003 Standard Instructions, Section 07(3) as modified under Part 2, Article 1, then the bid should be provided in the same three section format as for hard copies.

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**(PART 3)****Section I: Technical Bid**

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

The Technical Bid should be concise and address, but not necessarily be limited to, all the mandatory points in the specification against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the requirement and under the same headings. See Part 4, article 1.3 for more detail.

To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed. If the Bidder is of the opinion that any of the required specification items cannot be achieved or the item, as written, would preclude them from submitting a bid, they are to inform the Contracting Authority as per Part 2, Article 3

**Section II: Financial Bid**

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

**Section III: 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 2.

**2. Unscheduled Work and Evaluation Price**

In any boat fabrication project, unscheduled work in the form of Design Changes will arise. Since this work is inevitable, the anticipated cost of such work must be taken into account when evaluating the bids. This is done by including a most likely amount of additional person-hours (and/or material) to which a competitive charge-out rate is applied in dollars, 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.

**(PART 4)****PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION****1 Evaluation Procedures**

- a. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria specified below.
- b. An evaluation team composed of representatives of Canada will evaluate the bids.

**1.1** Responses to this Request for Proposal will first be examined to determine their compliance with the mandatory certifications, and the tables of deliverable requirements as detailed in Parts 5 & 2.

**1.2** The Bidder's financial bid will then be examined to determine that it is compliant with the requirements of the solicitation.

**1.3** Bidder's Technical Bid will then be examined to determine compliance with Mandatory Technical Specification items.

In order for a Bidder's submission to be found responsive, the Bidder must demonstrate in their Technical bid that the products being offered meet or exceed all the technical specifications as stated and list all additional features.

Therefore, the Technical Bid must include, as a minimum, the following:

**1. Certified copy of the Statement of Work:**

- a) The Bidder must indicate compliance with all Mandatory Technical requirements by completing the appropriate column(s) and marking with an (X) at each BOLD header signifying that the specification has been read and that any proposal offered will meet, or exceed the required compliance with the written specification, , adding any remarks/notations and returning Annex A as part of the Technical Bid. The bidder must agree to comply with the specification even if offering a modification
- b) Bidders may make notations in the appropriate column:(For Example "See note 1,2,3, etc.") to refer to any optional modifications that have been entered onto the page(s) at the end of Annex A, Statement of Work. Any cost differences resulting from modifications proposed by the bidder must only be included in Annex G Appendix 1 table b.

**(PART 4)**

## 2. Confirmation of the proposed design:

To supply and deliver one (1) Marine Rated Crane for the Parks Canada to replace the current crane on board MV Gwaii Haanas II

### Bidders must submit:

- a) Relevant brochures of the crane proposed or previously built cranes that are similar,
- b) Photographs of the proposed crane or previously built cranes that are similar,
- c) References, (minimum two) for cranes previously sold within Canada, within the last 5 years, and built to Tackle Regulations and Orders Pursuant to the Canadian Shipping Act 2001 overviewed by Transport Canada Marine safety.

## 3. Technical Documentation and Drawings:

- a) Structural drawing with exploded assembly view and material list
- b) Electrical schematic, connections detail and materials list
- c) Hydraulic system drawing, connections detail and materials list
- d) Associated fittings, hardware and cables
- e) Operating parameters drawing
- f) Equipment Dimensions
- g) Installation Procedure
- h) Post installation test procedures
- i) Operating Instructions
- j) Maintenance Procedures
- k) Required equipment, tools and spares list
- l) Optional equipment list

1.4 Any additional information which supports the bid will be requested as required by the Contracting Authority as indicated in Part 2.

## 2.0 Basis of Selection

SACC Manual Clause A0031T Basis of Selection 2010-08-16

**(PART 5)****PART 5 - CERTIFICATIONS****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.

**2. Code of Conduct Certification – Certifications Required Precedent to Contract Award**

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

The Contracting Authority may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (*Consent to a Criminal Record Verification form - PWGSC-TPSGC 229*) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent

**3. 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.

**(PART 5)**

**4. Federal Contractors Program - over \$25,000 and below \$200,000**

1. Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal 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. 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;
- (d) ( ) has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: \_\_\_\_\_.

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

---

Signature

Name

Title

Date

**(PART 6)****PART 6 - SECURITY, FINANCIAL, AND OTHER REQUIREMENTS****1. Security Requirement.**

There is no security requirement associated with the requirement.

**2. Financial Capability Requirement**

SACC Manual Clause A9033T Financial Capability 2011-05-16

**3. 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 **24 hours** 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.

**4. Welding Certification**

1. It is desired that welding be performed by a welder certified by the Canadian Welding Bureau (CWB) and in accordance with the requirements of the following Canadian Standards Association (CSA) standards as applicable:

- a. CSA W47.1-03 (R2008), Certification of Companies for Fusion Welding of Steel (*Minimum Division Level 2.1*); and
- b. CSA W47.2-M1987 (R2008), Certification of Companies for Fusion Welding of Aluminum (*Minimum Division Level 2.1*).

2. Before contract award and within 24 hours of the written request by the Contracting Authority, the Bidder must submit evidence demonstrating its certification to the welding Standards.

3. It is not the intent of this article to require that the Contractor must be certified by the CWB, however the Contractor's shop welding standards must address the requirements contained in the CSA standards and be approved by a Professional Engineer. In addition, the Contractor's shop welding standards may be subject to an Evaluation by Canada prior to award of any contract.

4. Bidders who are certified by CWB may be entitled to a reduction of their Price for Evaluation as indicated in the table in Annex G.

**5. Project Schedule**

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

**(PART 6)**

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 Bidder after Contract Award.

**6. ISO 9001:2008 - Quality Management Systems**

Before contract award and within **24 hours** of written notification by the Contracting Authority the Bidder must provide its current ISO Registration Documentation indicating its registration to ISO 9001:2008.

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.

**7. Environmental Protection**

Before contract award and within 5 days of written notification by the Contracting Authority, the Bidder must submit details of its environmental emergency response plans, waste management procedures and/or formal environmental training undertaken by its employees. In addition, the Bidder must submit samples of its processes and procedures pertinent to the completion of the Work.

**8. 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 and in Article 14 of 1028 Supplemental General Conditions, Ship Construction, Firm Price.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

**(PART 7)****PART 7 - RESULTING CONTRACT CLAUSES**

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

**1. Statement of Work**

The Contractor must:

- a. Supply of one (1) complete marine rated crane for the Gwaii Haanas II. Provide field service representative assistance for three (3) days of inspections, set to work and trials after the crane is installed during a docking and refit scheduled for February - April 2013 time frame, in accordance with the associated Technical Specifications detailed in the Statement of Work and Project Management Services attached as Annexes A and H.
- b. To carry out any approved unscheduled work not covered in paragraph a. Above.

**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>.

**2.1 General Conditions**

2030 General Conditions, 2012-03-02, Higher Complexity - Goods , apply to and form part of the Contract. Section 22 is amended in Annex E Warranty.

The text under Subsection 4 Of Section 43 – Code of Conduct and Certifications of the general conditions referenced above is replaced by:

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

**2.2 Supplemental General Conditions**

1028, Ship Construction, Firm Price , 2010-08-16, apply to and form part of the Contract. Section 12 of 1028 is amended in Annex E - Warranty

**(PART 7)****3. Term of Contract****3.1 Delivery Date**

1. Delivery will be Incoterms 2000 FCA Free Carrier. Crane and all other deliverables under the contract will be available for pickup at the contractors facility on or before \_\_\_\_\_ (Dates to be entered by Contracting Authority when the Contract is awarded)
2. As the delivery date is an essential part of this contract, except for excusable delays notified in accordance with Article 11 (Excusable Delay) of 2030 , failure to communicate any changes to the delivery schedule specified in this contract will prejudice Canada and will, at Canada's discretion, entail either:
  - a. Contract Termination in accordance with General Conditions 2030 Article 10 (Time of Essence) and Article 31 (Default by the Contractor), and the Contractor remains liable to Canada for any amounts, including milestone payments, paid by Canada and for all losses and damages which may be suffered by Canada by reason of the default, including any increase in the cost incurred by Canada in procuring the work from another source.; or
  - b. Consideration for Contract Amendment. Delivery date(s) will not be extended without consideration being provided by the Contractor in the form of adjustment to the price, warranty, and/or services provided.
3. Any of the above remedies applied will be logged against Contractor performance. Unsatisfactory performance could debar a Contractor for a period of time from bidding on future requirements.

**3.2 Delivery**

Delivery will be in accordance with Incoterms 2000 FCA Free Carrier. The contractor will complete the fabrication and testing to have the crane ready for delivery no later than January 31st 2013. The contractor will have the necessary equipment available to transfer the crane and all other components on to the vehicle provided by the owner.

**(PART 7)**

## **4. Authorities**

### **4.1 Contracting Authority**

The Contracting Authority for the Contract is:

Ian Turner  
Public Works and Government Services Canada  
Pacific Region, Acquisitions, Marine  
401-1230 Government Street  
Victoria, B.C. V8W 3X4  
Telephone: 250-363-8475 Facsimile: 250-363-3960  
E-mail address: ian.turner@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.

### **4.2 Technical Authority**

The Technical Authority for the Contract is:

Marvin Pearson  
Parks Canada  
PO Box 37  
Queen Charlotte Island BC V0T 1S0  
Telephone: 250-559-6321 Facsimile: 250-559-8366  
E-mail address: Marvin.Pearson@pc.gc.ca

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.

**(PART 7)**

### **4.3 Inspection Authority**

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before

recommending payment. Any communication with a Contractor regarding the quality of the Work performed pursuant to this Contract shall be undertaken by official correspondence through the Contracting Authority.

**5. Contractor Contacts**

Name and telephone numbers of the person responsible for:

General Enquiries:

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

Delivery Follow-up:

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

**6. Payment**

**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. Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.  
(Derived from - Provenant de: C0207C , 2011-05-16)

**6.2 Method of Payment - Single Payment**

SACC Manual Clause H1000C Single Payment 2008-05-12

**6.3 Warranty Holdback**

A warranty holdback of 3% will be applied to the final claim for payment. This holdback is payable by Canada upon the expiry of the 90 day warranty period(s) applicable to the Work. Goods and Services Tax or Harmonized sale Tax (GST/HST), as appropriate, is to be calculated and paid on the total amount of the claim before the 3 percent holdback is applied. At the time that the holdback is released, there will be no GST/HST payable, as it was included in the previous payments.

**(PART 7)**

**6.4 SACC Manual Clauses**

SACC Manual Clause C0711C Time Verification 2008-05-12  
SACC Manual Clause C6000C Limitation of Price 2011-05-16

**7. Invoicing Instructions**

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**7.1** The Contractor must submit invoices in accordance with the information required in Section 13 of 2030 General Conditions Higher Complexity Goods, article 6.2 Method of Payment.

**7.2 Invoicing Address:**

**Invoices are to be made out and sent to:**

Parks Canada  
PO Box 37  
Queen Charlotte Island BC, V0T 1S0  
Attn: Liz McEwan

**A copy of the original invoice is to be forwarded to:**

Public Works and Government Services Canada  
Acquisitions, Marine  
401 - 1230 Government Street  
Victoria, B.C., V8W 3X4 Attention: Ian Turner

**8. Certifications**

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

**9. Applicable Laws**

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

**(PART 7)****10. Priority of Documents**

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

- a. the Articles of Agreement;
- b. the Supplemental General Conditions 1028 (2010-08-16) Ship Repairs;
- c. the General Conditions 2030 (2012-03-02) Higher Complexity - Goods as amended in Annex E;
- d. Annex A, Statement of Work;
- e. Annex B, Basis of Payment;
- f. Annex C, Insurance Requirements;
- g. Annex D, Inspection/Quality Assurance/Quality Control;
- h. Annex E, Warranty;
- i. Annex F, Project Management Services and
- j. the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*), as amended \_\_\_\_\_ (*insert date(s) of amendment(s) if applicable*)

**11. Defence Contract**

SACC Manual clause A9006C Defence Contract

2008-05-12

**12. Insurance Requirements**

The Contractor must comply with the insurance requirements specified in the Supplemental General Conditions 1029, 2004-12-10, Ship Repair section 10 and 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 ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

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**(PART 7)****13. 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 Inspection Authority on pertinent stages of work to permit inspection when considered necessary by the Inspection Authority.

**14. Project Schedule**

No later than five (5) 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.

Production work schedules must be revised and must show the effect of progressed work and approved work arisings. Changes in scheduled completion dates due to unscheduled work will not be accepted except as negotiated under article 20 Procedures for Design Change or Additional Work.

**15. 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.

**16. Trade Qualifications**

The Contractor must use qualified, certificated (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.

**(PART 7)****17. 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 9001:2008 - Quality management systems - Requirements, published by the International Organization for Standardization (ISO), current edition at date of submission of 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.

**(PART 7)****18. Welding Certification**

The wording of this article will depend upon the qualifications of the bidder as determined during the bid evaluation process.

**Either**

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 (R2008), Certification for Companies for Fusion Welding of Steel (Minimum division level 2.1); and
  - b. CSA W47.2-M1987 (R2008), Certification for Companies for Fusion Welding of Aluminum (Minimum division level 2.1).
2. In addition, welding must be done in accordance with the requirements of the applicable drawings and specifications.
3. Before the commencement of any fabrication work, and upon request from the Inspection Authority, the Contractor must provide approved welding procedures and/or a list of welding personnel he intends to use in the performance of the Work. The list must identify the CWB welding procedure qualifications attained by each of the personnel listed and must be accompanied by a copy of each person's current CWB welding certification.

**Or**

1. The Contractor must ensure that welding is performed by a welder certified by the accepted Certification Authority and that all welding is carried out in accordance with the Contractor's approved welding procedures. (These procedures must have been approved by a Professional Engineer).
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 welding procedure qualifications attained by each of the personnel listed and must be accompanied by a copy of each person's current welding certification.

**19. Environmental Protection**

The Contractor and its sub-contractors 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.

**(PART 7)**

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.

**20. Procedures for Design Change or Additional Work**

SACC Manual Clause B5007C Procedures for Design Change or Additional Work 2010-01-11

**21. Equipment/Systems: Inspection/Test:** Refer to Annexes A and D for details on equipment and systems inspections and testing requirements.**22. Inspection and Test Plan**

The Contractor must implement an approved Inspection and Test Plan (ITP).

The Contractor must provide at no additional cost to Canada, all applicable test data, all Contractor technical data, test pieces and samples as may reasonably be required by the Inspection Authority to verify conformance to contract requirements. The Contractor must forward at his expense such technical data, test data, test pieces and samples to such location as the Inspection Authority may direct.

**23. Meetings**

Meetings, chaired by the Contracting Authority, will take place at the Contractor's facility as and when required. Contractor attendees at these meetings will, as a minimum, be its Contract (Project) Manager, Production Manager (Superintendent) and Quality Assurance Manager.

**(PART 7)****24. 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 vessel's construction period. This list will form the annexes to the formal acceptance document for the vessel. A vessel acceptance meeting will be convened by the Inspection Authority on the work completion date of the vessel to review and sign off the form PWGSC-TPSGC 1105, Contractor's Certification. In addition to any amount held under the Warranty Holdback Part 7, article 6.3, a holdback of twice the estimated value of outstanding work will be held until that work is completed. The Goods and Services Tax or Harmonized Sales Tax (GST/HST), as appropriate, is to be calculated on this outstanding work hold-back amount and not paid as the work has yet to be completed. At the time that the outstanding work holdback is released, GST/HST will be payable, on the amount of the holdback as it was not included in the previous payments.
2. The Contractor must complete each of the above forms 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.

**25. 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.

**26. Scrap and Waste Material**

SACC Manual Clause	A9055C	Scrap and Waste Material	2010-08-16
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**27. Title to Property - Vessel**

SACC Manual Clause	A9047C	Title to Property - Vessel	2008-05-12
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**28. Workers Compensation**

SACC Manual Clause	A0285C	Workers Compensation	2007-05-25
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Solicitation No. - N° de l'invitation

5P438-120234/A

Amd. No. - N° de la modif.

File No. - N° du dossier

XLV-2-35145

Buyer ID - Id de l'acheteur

xlv174

CCC No./N° CCC - FMS No/ N° VME

5P438-120234

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**(ANNEX A)**

**ANNEX A - STATEMENT OF WORK**

The entire Statement of Work is available in a separate Electronic Document named:

**Gwaii Haana II Crane Specification Final.DOC**

**(ANNEX B)**

**ANNEX B - BASIS OF PAYMENT**

*Remark to the Bidders: 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 1, and Specified in Annex A for a FIRM PRICE of:	\$ _____ X _____
<b>b.</b>	<b>Delivery</b> To location noted in Contract; Victoria B.C. for a FIRM PRICE of:	\$ _____ X _____
<b>c.</b>	<b>Sub-Total</b>  (a + b) for a FIRM PRICE of:	\$ _____ X _____
<b>d.</b>	<b>GST/HST</b>  Estimated at (12 % ) of Line a.	\$ _____ X _____
<b>e.</b>	<b>Total Firm Price</b> GST/HST Included [c + d]:  For a FIRM PRICE of :	\$ _____ X _____

**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

**(ANNEX B)**

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 10% 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 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 article 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.

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**(ANNEX C)****ANNEX C - INSURANCE REQUIREMENTS****C1 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 \$5,000,000 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.

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(ANNEX D)

## ANNEX D - INSPECTION/QUALITY ASSURANCE/QUALITY CONTROL

### D1 Inspection and Test Plan (ITP):

1. The Contractor must prepare an Inspection and Test Plan (ITP) for this project.. The ITP must be submitted to the Inspection Authority for review and amended by the Contractor to the satisfaction of the Inspection Authority.
2. **NOT USED** - Coding:
3. **NOT USED** - Inspection and Test Plan Criteria:
4. Contractor Imposed Testing:  
Tests and trials in addition to those given in the Specification must be approved by the Inspection Authority.

### D2 Conduct of Inspection

1. Inspections will be conducted in accordance with the ITP and as detailed in D4.
2. The Contractor must provide its own staff or subcontracted staff to conduct inspections, tests and trials; excepting that Technical Authority or Inspection Authority personnel may be designated in the specifications, in which case the Contractor must ensure that its own staff are provided in support of such inspection/test/trial.
3. As applicable, the Contractor must ensure that the required conditions stated in the specification prevail at the commencement of, and for the duration of, each inspection/test/trial.
4. The Contractor must ensure that personnel required for equipment operation and records taking during the inspection/test/trial are briefed and available at the start and throughout the duration of the inspection/test/trial. Tradesmen or FSRs who may be required to effect minor changes or adjustments in the installation must be available at short notice.
5. The Contractor is to coordinate the activities of all personnel taking part in each inspection/test/trial and ensure that safe conditions prevail throughout the inspection/test/trial.

### D3 Inspection Records and Reports

1. The Contractor on the inspection record, test or trials sheets as applicable must record the results of each inspection. The Contractor must maintain files of completed inspection records.
2. The Contractor's QC representative (and the FSR when required) must sign as having witnessed the inspection, test or trial on the inspection record. The Contractor must forward originals of completed inspection records, together with completed test(s) and/or trials sheets to the Inspection Authority as they are completed.

(ANNEX D)

3. Unsatisfactory inspection/test/trial results, for which corrective action cannot be completed during the normal course of the inspection/test/trial, will require the Contractor to establish and record the cause of the unsatisfactory condition to the satisfaction of the Inspection Authority. Canada representatives may assist in identification where appropriate.
4. Corrective action to remove cause of unsatisfactory inspections must be submitted to the Inspection Authority in writing by the Contractor, for approval before affecting such repairs and rescheduling of the unsatisfactory inspection/test/trial. Such notices must be included in the final records passed to the Inspection Authority.
5. The Contractor must undertake rectification of defects and deficiencies in the Contractor's installation or repair as soon as practicable. The Contractor is responsible to schedule such repairs at its own risk.
6. The Contractor must reschedule unsatisfactory inspections after any required repairs have been completed.
7. Quality Control, Inspection and Test records that substantiate conformance to the specified requirements, including records of corrective actions, must be retained by the Contractor for three (3) years from the date of completion or termination of the Contract and must be made available to the Inspection Authority upon request.

#### **D4 Inspection and Trials Process**

1. Drawings and Purchase Orders
  - a. Upon receipt of two (2) copies of each drawing or purchase order, the designated Inspection Authority will review its content against the provisions of the specification. Where discrepancies are noted, the Inspection Authority will formally advise all concerned, in writing. The resolution of any such discrepancy is a matter for consultation between the Contractor and other Government of Canada Authorities. **The Inspection Authority is NOT responsible for the resolution of discrepancies.**
2. Inspection
  - a. Upon receipt and acceptance of the Contractor's ITP, inspection will consist of a number of Inspection Points supplemented by such other inspections, tests, demonstrations and trials as may be deemed necessary by the Inspection Authority to permit him to certify that the work has been performed in compliance with the provisions of the specification. The Contractor must be responsible for notifying the designated Inspection Authority of when the work will be available for inspection, sufficiently in advance to permit the designated Inspection Authority to arrange for the appropriate inspection.
  - b. The Inspection Authority will inspect the materials, equipment and work throughout the project against the provisions of the specification and, where non-conformances are noted, will issue appropriate **INSPECTION NON-CONFORMANCE REPORTS.**

**(ANNEX D)**

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- c. The Contract requires the implementation of a Quality Assurance/Quality Control system, so the Inspection authority must require that the Contractor provide a copy of its internal inspection report pertaining to a work item before conducting the requested inspection. If third party inspections are required by the Contract (e.g. inspections by a certified CWB 178.2 welding inspector), the reports of these inspections must be required before the Work is inspected by the Inspection Authority.
  - d. The QA/QC system is a requirement, so if the documentation is presented to the Inspection Authority before an inspection stating that the Work is satisfactory but the Inspection Authority finds that the Work has not been satisfactorily inspected, the Inspection Authority must issue an Inspection Non-conformance Report against the Work and another against the failure of the Contractor's QA/QC system.
  - e. Before carrying out any inspection, the Inspection Authority must review the requirements for the Work and the acceptance and/or rejection standards to be applied. Where more than one standard or requirement is called up and they are potentially conflicting, the Inspection Authority must refer to the order of precedence in the Contract to determine the standard or requirement to be applied.
3. Tests, Trials, and Demonstrations
- a. To enable the Inspection Authority to certify that the Work has been performed satisfactorily, in accordance with the Contract and Specifications, the Contractor must schedule, co-ordinate, perform, and record all specified Tests, Trials and Demonstrations required by the Inspection Authority as required by Part 7, article 17.
  - b. Where the Specifications contain a specific performance requirement for any component, equipment, sub-system or system, the Contractor must test such component, equipment, sub-system or system to the satisfaction of the Inspection Authority, to prove that the specified performance has been achieved and that the component, equipment, sub-system or system performs as required by the specifications.
  - c. Tests, trials and demonstrations must be conducted in accordance with a logical, systematic schedule which must ensure that all associated components and equipment are proven before sub-systems demonstration or testing, and that sub-systems are proven before system demonstration or testing.
  - d. Where the Specifications do not contain specific performance requirements for any component, equipment, sub-system or system, the Contractor must demonstrate such component, equipment, sub-system or system to the satisfaction of the Inspection Authority.
  - e. The Contractor must submit their Inspection and Test Plan as required in D1.

**(ANNEX D)**

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- f. The Contractor must co-ordinate each test, trial and demonstration with all interested parties, including the Inspection Authority; Contracting and Technical Authorities; regulatory authorities; Classification Society; Sub-contractors; etc. The Contractor must provide the Inspection Authority and other Government of Canada Authorities with a minimum of five working days notice of each scheduled test, trial, or demonstration.
  - g. The Contractor must keep written records of all tests, trials, and demonstrations conducted required by Article Part 7, article 17.
  - h. The Contractor must in all respects be responsible for the conduct of all tests and trials in accordance with the requirements of the Contract.
  - i. The Inspection Authority and the Technical Authority reserve the right to defer starting or continuing with any sea trials for any reasonable cause including but not limited to adverse weather, visibility, equipment failure or degradation, lack of qualified personnel and inadequate compliance with safety standards.

(ANNEX E)

**ANNEX E - WARRANTY**

**E1 2030 (2012-03-02) General Conditions Higher Complexity Goods, are hereby amended as follows:** Delete Section 22 Warranty

**E1.1 Supplemental General Conditions 1028 (2010-08-16) Ship Construction - Firm Price are amended as indicated below:  
Section 12 Warranty**

The Contractor must warrant the hull, propelling machinery and auxiliaries, fittings, and equipment of all kinds, for a full period of twelve (12) months after delivery to and acceptance of the vessel by Canada, excluding any time or times in excess of one (1) month upon any single occasion during which the vessel may be out of service while undergoing repair pursuant hereto, against all defects of design, material and workmanship, and undertakes that any part or parts of the vessel which may be found defective or show signs of weaknesses or undue wear within such period, owing to faulty design, material or workmanship, must be repaired or removed and replaced and all such defects remedied and made good at the sole cost and expense of the Contractor. An immediate notice in writing must be given by the Minister to the Contractor of the discovery of any such defects, weakness or undue wear, and the Contractor agrees to deliver the necessary part or parts and to fit, complete and make good the defective part or parts at the Contractor's yard at: **(To be completed by the Contracting Authority at Contract Award)**

Company Name \_\_\_\_\_

Contact Name \_\_\_\_\_

Telephone/E-Mail \_\_\_\_\_

but if the vessel is not brought to the Contractor's yard for repairs or replacement of a defective part or parts and such repairs or replacements are made elsewhere, the Contractor must pay Canada such sums as are equivalent to the cost of supplying the necessary part or parts and doing the Work at the yard of the Contractor. The Contractor will not be held responsible for fair wear and tear, or for breakage and defects arising through the negligence or carelessness of any person or persons employed on board the vessel during the warranty period, except the negligence or carelessness of the Contractor's representative if any. The Contractor will not be held responsible for or be under any obligation for consequential damages and delays to the vessel or her cargo.

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**(ANNEX E)****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 construction.

**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. Supplemental General Conditions 1028, Ship Construction - Firm Price contain the warranty conditions that apply to this contract.

**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 construction or outfit of the vessels, 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.

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**(ANNEX E)**

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;

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**(ANNEX E)**

- 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 out of service period for the vessel is to be arranged just before the expiration of the **365** day warranty period. This out of service period is to provide time for warranty repair and check by the contractor.
  - b. The Underwater paint system, before expiration of the warranty, should be checked by divers or during haul out. The Technical Authority, is to arrange the inspection and inform the Contracting Authority of any adverse results.



Solicitation No. - N° de l'invitation

5P438-120234/A

Amd. No. - N° de la modif.

File No. - N° du dossier

XLV-2-35145

Buyer ID - Id de l'acheteur

xlv174

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

5P438-120234

CCC No./N° CCC - FMS No/ N° VME

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

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

Date of Corrective Action - Date de modalité de reprise

Client Name and Signature - Nom et signature de client

Date

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

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Signature – Signature

Date

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### 5. Additional Information – Renseignements supplémentaires

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PWGSC-TPSGC

**(ANNEX F)****ANNEX F - PROJECT MANAGEMENT SERVICES****Contractor's Project Management Services**

1. Intent
  - a. Job titles used in this Annex are for clarity within this document only. The Contractor is free to choose job titles that suit their organization.
  - b. The Contractor, through their Project Management Team, is responsible to discharge the duties and supply the deliverables required in the Contract and the Specifications.
  - c. Project Management is considered to encompass the direction and control of such functions as engineering, planning, purchasing, manufacturing, assembly, overhauls, installations and test and trials.
2. Project Manager
  - a. The Contractor must supply an experienced Project Manager (PM) dedicated to this project and delegate to him/her full responsibility to manage the project.
3. Project Management Team
  - a. Other than the Project Manager, the Contractor may assign and vary other job descriptions to suit their organization; provided however that the collective resume of their Project Management Team must provide for effective control of the project elements including but not limited to:
    - i. Project Management
    - ii. Quality Assurance
    - iii. Material Management
    - iv. Planning and Scheduling
    - v. Subcontracts Management
4. Reports
  - a. The following Management Reports and Documentation are to be prepared and maintained by the Contractor and submitted to the Crown in accordance with the Contract or upon request by the Contracting Authority:
    - i. Production Work Schedule
    - ii. Inspection Summary Report
5. Bid Solicitation Deliverables
  - a. Names, brief resumes, and a list of duties for each of the team members that ensures that each of the project elements listed in article 3 above have been addressed.

(ANNEX G)

**ANNEX G - FINANCIAL BID PRESENTATION SHEET**

**G0 Proposed Work Location:** Contractor's Facility \_\_\_\_\_

**G1 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 FCA Carrier (Incoterms 2000).

<b>a.</b>	<p><b>Known Work</b> For work as stated in Part 1 article 1.2, specified in Annex A and detailed in Appendix 1 Detailed Pricing Data Sheet, to this Annex G</p> <p style="text-align: right;">for a FIRM PRICE of:</p>	\$ _____
<b>b.</b>	<p><b>Unscheduled Work</b> <i>Labour Cost:</i> Estimated labour hours at a firm <i>Charge-out Labour Rate</i>, including overhead and profit: 24 person hours X \$_____ per hour for a PRICE of:</p> <p><b>See articles G2.1 and G2.2 below.</b></p>	\$ _____
<b>c.</b>	<p><b>FSR Services</b> For FSR Services for 3 days specified in Annex A and detailed in Appendix 1</p> <p style="text-align: right;">for a FIRM PRICE of:</p>	\$ _____
<b>d.</b>	<p><b>SUB-TOTAL</b> GST/HST Excluded, [a to c]:</p> <p style="text-align: right;">For a PRICE of:</p>	\$ _____
<b>e.</b>	<p><b>Adjustment</b> Bidders certified by CWB to the CSA W47.2-M1987 (R2008) Fusion Welding of Aluminum (Minimum Division Level 2.1) Standard in Part 6, article 4 to deduct 5% of c. ( Non-certified bidders to enter \$0.00)</p>	(\$- _____)
<b>f.</b>	<p><b>EVALUATION PRICE</b> GST/HST Excluded (d - e)</p> <p style="text-align: right;">For an EVALUATION PRICE of:</p>	\$ _____

**(ANNEX G)****G2 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."

- G2.1** 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 G2.2 will not be negotiated, but will be compensated for in accordance with G2.2 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.

- G2.2** 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 line G1b. above.

- G2.3** 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.

- G.4** While the delivery of the boat and all deliverabler to destination required by the Contract must be On/Or before **January 31, 2013** the best delivery that could be offered is \_\_\_\_\_ weeks after Receipt of Order (ARO).

**(APPENDIX 1 TO ANNEX G)**

**APPENDIX 1 TO ANNEX G PRICING DATA SHEET (PDS)**

**a. Price for crane and FSR Support:**

Prices must include the cost to meet the Statement of Work. Proposals that represent a cost difference may be included in section b (below).

Description	Unit Price	Qty	Extended Price
For crane as stated in Part 1 article 1.2, & specified in Annex A <b>excluding</b> priced optional items listed in table G1b of Annex G. To be entered into <b>Line a.</b> of Table G1:	\$ _____	<b>1</b>	\$ _____
FSR Travel Costs Price based on the daily rates noted below. Travel fees _____; Hotel fees _____; Meal allowances: _____. To be entered into <b>Line c.</b> of Table G1	<b>Daily Total</b> \$ _____	<b>3</b>	\$ _____

**b. Proposed Modifications and offered prices:**

The proposed modifications and prices offered in the table below will not be included in the Evaluation Price. However, if the evaluation team accepts any of the Items offered by the bidder, these changes will be included in the final Contract price.

Spec Item	Description Cost of supply and installation, Taxes not included	Cost differences (indicate + or -)
Note 1		\$ _____
Note 2		\$ _____
Note 3		\$ _____
Note 4		\$ _____
Note 5		\$ _____
	Total:	\$ _____