

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

INVITATION TO TENDER
APPEL D'OFFRES

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

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

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

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

Comments - Commentaires

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

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

Title - Sujet YC 53 & 54 - DOCKING & REFIT	
Solicitation No. - N° de l'invitation W8482-133546/A	Date 2012-10-12
Client Reference No. - N° de référence du client W8482-133546	GETS Ref. No. - N° de réf. de SEAG PW-\$XLV-174-6060
File No. - N° de dossier XLV-2-35204 (174)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-11-06	
Time Zone Fuseau horaire Pacific Daylight Saving Time PDT	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Turner, Ian	Buyer Id - Id de l'acheteur xl174
Telephone No. - N° de téléphone (250) 363-8475 ()	FAX No. - N° de FAX (250) 363-3960
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE SEE HEREIN	

Instructions: See Herein

Instructions: Voir aux présentes

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

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation and resulting contract document is divided into seven parts plus Annexes as follows:

Part 1 General Information: provides a general description of the 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 as follows:

- a. To carry out the docking and refit of the Department of National Defence Barges *YC-53 & 54*, in accordance with the associated Technical Specifications detailed in the Statement of Work and Project Management Services attached as Annexes A and H. For specifications, drawings, test sheets, annexes and appendices, bidders are requested to contact the Contracting Authority identified in the bid solicitation.
 - b. Transfer of Vessel: In accordance with the NAMMS Vol. 4, Usage Maintenance Tables (Figure 1-1-1 Sht. 21 of 22 West Coast Note 13), this vessel may be refitted anywhere in the Greater Victoria area provided that the Docking Facility is capable of safely lifting the vessel.
 - c. To carry out any approved unscheduled work not covered in the above paragraph a.
2. There is a security requirement associated with this Statement of Work. For additional information, see Part 7 - Resulting Contract Clauses, Article 7.3.
3. The sourcing strategy related to this work will be limited to suppliers in Western Canada in accordance with Shipbuilding, Refit, Repair and Modernization Policy (1996-12-19), *subject to the Agreement on Internal Trade*. The work is exempt from the North American Free Trade Agreement (NAFTA), see Chapter Ten Annex 1001.2b Paragraph 1, and the World Trade Organization Agreement on Government Procurement (WTO-AGP), see Annex 4.

4. The proposed work period is 26 November 2012 - 31 January 2013.

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions (<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.

The 2003 2012-07-11 Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

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

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

The text under Subsection 5 of Section 01 - Code of Conduct and Certifications 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.

2.2 Submission of Bids

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

2.3 Enquiries - Bid Solicitation

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

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

2.4 Applicable Laws

1. Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____.
2. The Bidder may, at its discretion, substitute the applicable laws of a Canadian province or territory of its choice without affecting the validity of its bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of its choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidder.

2.5 Bidders' Conference

A bidders conference will be held at HMC Dockyard on Friday October 26th. The conference will begin at 1030 local time in the 3rd Floor Conference Room in Building D-250. The scope of the requirement outlined in the bid solicitation will be reviewed during the conference and questions will be answered. It is recommended that bidders who intend to submit a bid attend or send a representative.

Bidders are requested to communicate with the Contracting Authority before the conference to confirm attendance. Bidders should provide, in writing, to the Contracting Authority, the names of the person(s) who will be attending and a list of issues they wish to table at least 3 working days before the scheduled conference.

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

2.6 Optional Site Visit - Vessel

Arrangements have been made for a viewing of the barges. The viewing will take place immediately following the Bidder's Conference.

2.7 Work Period - Marine

1. Work must commence and be completed as follows:

Commence: 26 November 2012;

Complete: 31 January 2013.

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

2.8. Docking Facility

Before contract award, the Bidder may be required to demonstrate to the satisfaction of Canada that the certified capacity of the docking facility, including any means or conveyance to remove the vessel from the water, is adequate for the anticipated loading in accordance with the related dry docking plans and other document detailed in the Contract. The Bidder will be notified in writing and will be allowed a reasonable period of time to provide detailed keel block load distribution sketches and blocking stability considerations, along with the supporting calculations to clearly show the adequacy of the proposed docking arrangement.

Before contract award and within *24 hours* of written notification by the Contracting Authority the Bidder must provide current and valid certification of the capacity and condition of the docking facility to be used for the Work. The certification must be provided by a recognized consultant or classification society and must have been issued within the past two years.

Although a dry docking facility may have a total capacity greater than the vessel to be docked, the weight distribution of the vessel may cause individual block loading to be exceeded. Also, while the physical dimensions of a *dry docking facility* may indicate acceptability for docking of a specific vessel, other limitations such as spacing of rails on a marine railway, concrete piers or abutments adjoining the dry dock may, preclude the facility from being considered as a possible dry docking site and render the bid non-responsive.

(If the Bidder intends to use the Public Works and Government Services Graving Dock in Esquimalt, B.C., then the certification is not required.)

2.9 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 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 \$1,000.00.

2.10 Quality Plan - Solicitation

Before contract award and within *five (5)* working days of written notification by the Contracting Authority the Bidder may be required to provide an example of its Quality Plans for the specification item listed below. The Plan must be in the same format that will be used after award of contract. The Quality Plan may reference other documents. Where referenced documents do not already exist, but are required by the Quality Plan, the plan must identify them and also identify when, how and by whom they will be prepared and approved.:

44-D-03 Paint/Preservation of Underwater Hull

2.11 Inspection and Test Plan

Before contract award and within *five (5)* working days of written notification by the Contracting Authority the Bidder may be required to provide an example of its Inspection Plan for the following specification:

44-D-03 Paint/Preservation of Underwater Hull

2.12 Vessel Refit, Repair and Docking - Cost

The following costs must be included in the evaluation price:

1. Services: include all costs for ship services such as water, steam, electricity, etc., required for vessel maintenance for the duration of the Contract. This price must be firm and is subject to increase only if the period of the Contract is extended with the approval of the Contracting Authority.
2. Docking and Undocking include:
 - a. all costs resulting from drydocking, wharfage, security, shoring, shifting and/or moving of the vessel within the successful Bidder's facility;
 - b. the cost of services to tie up the vessel alongside and to cast off.Unless specified otherwise, the vessel will be delivered by Canada to the successful Bidder's facility alongside a mutually agreed safe transfer point, afloat and upright, and the successful Bidder will do the same when the Work is completed. The cost of services to tie up the vessel alongside and to cast off must be included in the evaluation price.
3. Field Service Representatives/Supervisory Services: include all costs for field service representatives/supervisory services including manufacturers' representatives, engineers, etc.
These services must not be an extra charge except where unscheduled work requiring these services is added to the Contract.
4. Removals: include all costs for removals necessary to carry out the Work and will be the responsibility of the successful Bidder whether or not they are identified in the specifications, except those removals not apparent when viewing the vessel or

examining the drawings. The successful Bidder will also be responsible for safe storage of removed items and reinstalling them on completion of the Work. The successful Bidder will be responsible for renewal of components damaged during removal.

5. Sheltering, Staging, Cranage and Transportation: include the cost of all sheltering, staging including handrails, cranage and transportation to carry out the Work as specified. The successful Bidder will be responsible for the cost of any necessary modification of these facilities to meet applicable safety regulations.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

- Section I: Management Bid (*I* hard copy)
- Section II: Financial Bid (*I* hard copy)
- Section III: Certifications Requirements (*I* hard copy)

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

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.

Section I: Management Bid

The Management Bid should be concise and should include all the certifications and other requirements as noted in Parts 5 and 6.

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, Appendix 1 to Annex I.

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 6.

3.1.2 SACC Manual Clause

C0417T Unscheduled Work and Evaluation Price 2008-05-12

3.1.3 Financial Security

Bidders must provide the cost of their Contract Financial Security in their Financial Bid, attached at Annex I, based on the type of Financial Security specified in accordance with Part 6, article 6.2.1.

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PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

Bids will be assessed in accordance with the entire requirement of the bid solicitation including compliance with the mandatory certifications and table of deliverable requirements as detailed in Parts 5 & 6. Any additional information which supports the bid will be requested as required by the Contracting Authority as indicated 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

4.2.1 SACC Manual Clause

A0069T Basis of Selection 2007-05-25

4.3 Public Bid Opening

A public bid opening will be held in 1230 Government Street, Victoria, B.C. at 14:30 PDT on the date given on page 1 of this solicitation.

PART 5 - CERTIFICATIONS

5.1 General

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

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

5.2 *Code of Conduct Certifications - Certifications Required Precedent to Contract Award*

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 Forms within the delay will result in the bid being declared non-responsive.

5.3 Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

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

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts,

valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to the issuance of a standing offer. If the Offeror, or, if the Offeror 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 issuance of a standing offer.

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 offers from ineligible contractors, including an offer from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Offeror 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 Offeror 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 Offeror, or, if the Offeror is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Offeror 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 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.

Signature

Name

Title

Date

PART 6 - SECURITY, FINANCIAL, AND OTHER REQUIREMENTS**6.1 NOT USED - Security Requirement****6.2 Financial****6.2.1 Contract Financial Security**

1. If the bid is accepted, the Bidder must provide one of the following contract financial securities within 5 calendar days after the date of contract award. The Bidder is to indicate below, the type of Contract Financial Security they intend to provide and for which they have inserted a cost in Annex I:

EITHER

- a. a performance bond (form PWGSC-TPSGC 505) and a labour and material payment bond (form PWGSC-TPSGC 506), each in the amount of 50% percent of the contract price.

Any bond must be accepted as security by one of the bonding companies listed in Treasury Board Contracting Policy, Appendix L, Acceptable Bonding Companies

OR

- b. a security deposit (as defined in Paragraph 4 below) to the value of 10 percent of the contract price.
2. Security deposits in the form of government guaranteed bonds with coupons attached will be accepted only if all coupons that are unmatured, at the time the security deposit is provided, are attached to the bonds. The Contractor must provide written instructions concerning the action to be taken with respect to coupons that will mature while the bonds are pledged as security, when such coupons are in excess of the security deposit requirement.
 3. If Canada does not receive the required financial security within the specified period, Canada may terminate the Contract for default pursuant to the Contract default provision.
 4. In this clause:

"security deposit" means

 - a. a bill of exchange that is payable to the Receiver General for Canada and certified by an approved financial institution or drawn by an approved financial institution on itself; or
 - b. a government guaranteed bond; or
 - c. an irrevocable standby letter of credit, or

d. such other security as may be considered appropriate by the Contracting Authority and approved by Treasury Board;

“approved financial institution” means

- a. any corporation or institution that is a member of the Canadian Payments Association;
- b. a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the "Régie de l'assurance-dépôts du Québec" to the maximum permitted by law;
- c. a credit union as defined in paragraph 137(6) of the Income Tax Act;
- d. a corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by a Canadian province or territory;
- e. the Canada Post Corporation.

"government guaranteed bond" means

- a. a bond of the Government of Canada or a bond unconditionally guaranteed as to principal and interest by the Government of Canada that is:
 - i. payable to bearer;
 - ii. accompanied by a duly executed instrument of transfer of the bond to the Receiver General for Canada in accordance with the Domestic Bonds of Canada Regulations;
 - iii. registered in the name of the Receiver General for Canada.

"irrevocable standby letter of credit" means

- a. means any arrangement, however named or described, whereby a financial institution (the "Issuer"), acting at the request and on the instructions of a customer (the "Applicant"), or on its behalf,
 - i. will make a payment to or to the order of Canada, as the beneficiary;
 - ii. will accept and pay bills of exchange drawn by Canada;
 - iii. authorizes another financial institution to effect such payment, or accept and pay such bills of exchange;or
 - iv. authorizes another financial institution to negotiate, against written demand(s) for payment, provided that the conditions of the letter of credit are complied with.

“conditions” of the letter of credit are

- a. must state the face amount which may be drawn against it;
- b. must state its expiry date;
- c. must provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the authorized departmental representative identified in the letter of credit by his/her office;

- d. must provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face amount of the letter of credit;
- e. must provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice for Documentary Credits, 2007 Revision, ICC Publication No. 600;
- f. must clearly specify that it is irrevocable or considered to be irrevocable pursuant to article 6c) of the ICC Uniform Customs and Practice for Documentary Credits, 2007 Revision, ICC Publication No. 600; and
- g. must be issued (Issuer) or confirmed (Confirmer), in either official language, by a financial institution that is a member of the Canadian Payments Association and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.

"completion of warranty period" means:

the later of the date upon which the warranty period expires by the passage of time or the date upon which the obligation of the Contractor related to the warranty provisions of the Contract have been fulfilled.

The type of security deposit must be defined below:

6.2.2 Financial Capability

SACC Manual Clause A9033T Financial Capability 2011-05-16

6.3 Accommodation

Before contract award and within *five (5)* working days of written notification by the Contracting Authority, the Bidder must provide details of the accommodation proposed. This information is to include an accommodation arrangement drawing and details about materials and furnishings.

6.4 Parking

Before contract award and within *five (5)* working days of written notification by the Contracting Authority the Bidder must provide details of the parking proposed.

6.5 Material and Supply Support

Before contract award and within *five (5)* working days of written notification by the Contracting Authority the Bidder must provide details of its proposed material and supply support.

6.6 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.

6.7 Welding Certification

1. Welding must be performed by a welder certified by the Canadian Welding Bureau and in accordance with the requirements of the following Canadian Standards Association (CSA) standards:
 - a. CSA W47.1-03 (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 twenty four (24) of the written request by the Contracting Authority, the Bidder must submit evidence demonstrating its certification to the welding standards. In addition, welding must be done in accordance with the requirements of the applicable drawings and specifications.

6.8 Valid Labour Agreement

If the Bidder has a labour agreement, or other suitable instrument, in place with its unionized labour or workforce, it must be valid for the proposed period of any resulting contract. Before contract award and within *five (5) working days* of written notification by the Contracting Authority the Bidder must provide evidence of that agreement.

6.9 Project Schedule

Before contract award and within twenty four (24) of written notification by the Contracting Authority the 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 Bidder at the Pre-Retrofit Meeting.

Before contract award and within twenty four (24) of written notification by the Contracting Authority the Bidder must provide a sample document from its scheduling

system including a typical progress report, a quality control inspection report and a milestone event network.

6.10 Safety Measures For Fueling and Disembarking Fuel

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

Before contract award and within *five (5) working days* of written notification by the Contracting Authority the Bidder must provide details of its safety measures for fueling and disembarking fuel together with the name and experience of the person in charge of this activity.

6.11 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 Quality Assurance Authority before award of a contract.

6.12 Environmental Protection

Before contract award and within five (5) working 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 for the specification listed below:

44-D-03 Paint/Preservation of Underwater Hull

6.13 Insurance Requirements

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

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and the Bidder must provide, the information within five (5) working days of written notification from the Contracting Authority. . Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

6.14 NOT USED Controlled Goods Program

6.15 NOT USED Jurisdictions-HMC Dockyard

6.16 Tables of Deliverables

6.16.1 Mandatory Deliverable Requirements

Notwithstanding deliverable requirements specified anywhere else within this 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	<u>Invitation To Tender</u> document part 1 page 1 completed and signed;	
2	Completed Annex I <u>Financial Bid Presentation Sheet</u>	
3	Completed Appendix 1 to Annex I <u>Pricing Data Sheets</u>	
4	Financial Security information as per article 6.2.1	

6.16.2 Supporting Deliverables

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

Item	Description	Completed and Attached	To be forwarded if requested by the CA
1	Changes to Applicable Laws (if any) as per article 2.4		
2	Docking Facility Certificate, as per article 2.8		
3	Subcontractor List (if any) as per article 2.9		
4	Certification as per article 5.2.1		
5	Proof of good standing with Worker's Compensation Board as per article 6.6		
6	Proof of welding certification, as per article 6.7		
7	Proof of valid Labour Agreement or similar instrument covering the work period as per article 6.8		
8	Preliminary Work Schedule as per article 6.9		
9	ISO Registration Certificate or Quality Assurance Documentation, as per article 6.11		
10	Project Management Team Details, as per article H 1.4		
11	<u>Completed Consent to a Criminal Record Verification Form (Form PWGSC-TPSGC 229) as articles 5.2</u>		

6.16.3 Supplementary Deliverables

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

Item	Description	Completed and Attached	To be forwarded if requested by the CA
1	Docking facility information and calculations, as per article 2.8		
2	Examples of quality and inspections plans, as per articles 2.10 and 2.11		
3	Financial Statements and information, as per article 6.2.2		
4	Details of accommodation, as per article 6.3		
5	Details of parking Arrangements, as per article 6.4		
6	Details of their Material Management Support system, as per article 6.5		
7	Examples of work schedules, tracking and reporting, as per article 6.9		
8	Safety Measures for Fueling and Disembarking Fuel as per article 6.10		
9	Details of environmental emergency response plans and waste management procedures, as per article 6.12		
10	Details of formal environmental training undertaken by employees, as per article 6.12		
11	NOT USED Proof that the bidder is registered, exempt or excluded under the Controlled Goods Program, as per article 6.14		
12	Either proof of insurance coverage as required by article 7.11 or the letter as per article 6.13.		

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 carry out the docking and refit of the Department of National Defence Barges *YC-53 & 54*, in accordance with the associated Technical Specifications detailed in the Statement of Work and Project Management Services attached as Annexes A and H.
- b. Transfer of Vessel: In accordance with the NAMMS Vol. 4, Usage Maintenance Tables (Figure 1-1-1 Sht. 21 of 22 West Coast Note 13), this vessel may be refitted anywhere in the Greater Victoria area provided that the Docking Facility is capable of safely lifting the vessel.
- c. Carry out any approved unscheduled work not covered in the above paragraph a..

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 (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

7.2.1 General Conditions

2030, 2012-07-16, General Conditions - Higher Complexity - Goods, apply to and form part of the Contract. (with the exception of Article 25 which is deleted in its entirety). Section 21 of 2030 is amended in Annex E Warranty.

The text under Subsection 4. of Section 43 - Code of Conduct and Certifications of 2030 (2012-07-16) 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.

7.2.2 Supplemental General Conditions

1029, 2010-08-16, Ship Repairs, (excluding article 8) 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 on board Government vessels is required.

Solicitation No. - N° de l'invitation

W8482-133546/A

Amd. No. - N° de la modif.

File No. - N° du dossier

XLV-2-35204

Buyer ID - Id de l'acheteur

xlv174

CCC No./N° CCC - FMS No/ N° VME

W8482-133546

-
2. The Contracting authority and the Technical Authority reserve the right to direct that the Contractor's personnel possess a valid security clearance, at an appropriate level.

7.4 Term of Contract

7.4.1 Work Period - Marine

1. Work must commence and be completed as follows:

Commence: 26 November 2012

Complete: 31 January 2013

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:

Ian Turner, Technical Inspector
Public Works and Government Services Canada
Pacific Region, Acquisitions, Marine
401, 123 Government Street,
Victoria, B.C., V8W 3X4
Telephone: 250-363-8475 Facsimile: 250-363-3960
E-mail address: ian.turner@pwgsc-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 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:

Paul Hyndman
DMSS CDM 3-5
Fleet Technical Services Officer
MWS and AUX Vessels Refit Manager
Pacific Region
ph: 819-994-8892
fax: 819-997-3597

E-mail address : paul.hyndman@forces.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.

7.5.3 Quality Assurance Authority (DND) - Canadian-based Contractor

The Quality Assurance Authority for the Contract is:

Director of Quality Assurance
National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2
E-mail: ContractAdmin.DQA@forces.gc.ca

All work is subject to Government Quality Assurance performed at the Contractor's or subcontractor's facility, and at the installation site, by the Director of Quality Assurance, or its designated Quality Assurance Representative (QAR).

Within forty-eight (48) hours of contract award, the Contractor must contact the QAR. The name, location and phone number of the QAR can be obtained from the nearest National Defence Quality Assurance Region (NDQAR) listed below:
Victoria 250-363-5662

The Contractor is responsible for performing, or having performed, all inspections and tests necessary to substantiate that the material or services provided conform to the requirements of the Contract.

The Contractor must provide, at no additional cost, all applicable test data, all technical data, test pieces and samples as may reasonably be required by the QAR to verify conformity to the requirements of the Contract. The Contractor must forward at its expense such technical data, test data, test pieces and samples to such location as the QAR may direct.

Quality control, inspection and test records that substantiate conformity 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 QAR upon request.

7.6 Payment

7.6 Payment

7.6.1 Basis of Payment - Firm Price . Firm Unit Price(s) or Firm Lot Price (s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in Annex B. Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

7.6.2 Progress Payments (In addition see Annex F)

1. Canada will make progress payments in accordance with the payment provisions of the Contract, no more than once a month, for cost incurred in the performance of the Work up to 90 percent of the amount claimed and approved by Canada if:
 - a. an accurate and complete claim for payment using form PWGSC-TPSGC 1111 and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract.
 - b. the amount claimed is in accordance with the basis of payment;
 - c. the total amount for all progress payments paid by Canada does not exceed 90 percent of the total amount to be paid under the Contract;
 - d. all certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives.
2. The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted.
3. Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the rights to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

7.6.3 Warranty Holdback

A warranty holdback of 3% will be applied to the final claim for payment. This holdback will be 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.

7.6.4 SACC Manual Clauses

C0711C	Time Verification	2008-05-12
C6000C	Limitation of Price	2011-05-16
H4500C	Lien -Section 427 of the Bank Act	2010-01-11

7.7 Invoicing

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 Progress Payments, and article 7.7.3 Invoicing Instructions - Progress Payment Claims.

7.7.2 Invoicing Address**Invoice is to be made out to:**

Department of National Defence, NDHQ
 Mgen. Goerge R. Pearkes Building
 101 Colonel By Drive
 Ottawa ON, K1A 0K2
 Attention: LynnLee Park - D Mar P 3-2-7

The original invoice is to be forwarded for verification to:

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

7.7.3 Invoicing Instructions - Progress Payment Claims

- The Contractor must submit a claim for payment using form PWGSC-TPSGC 1111, Claim for Progress Payment.
 Each claim must show:
 - all information required on form PWGSC-TPSGC 1111;
 - all applicable information detailed under the section entitled "Invoice Submission" of the general conditions.
- Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no GST/HST payable as it was claimed and payable under the previous claims for progress payments.
- The Contractor must prepare and certify one original copy of the claim on form PWGSC-TPSGC 1111, and forward it to the QAR identified under the section entitled

“Authorities” of the Contract for appropriate certification after inspection and acceptance of the Work takes place.

The QAR will then forward the original of the claim to the Contracting Authority for certification and onward submission to the Technical Authority and their Payment Office for the remaining certification and payment action.

4. The Contractor must not submit claims until all work identified in the claim is completed.

7.8 Certifications

- 7.8.1** 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.

7.9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. **(To be completed by the Contracting Authority at Contract Award)**

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, 2010-08-16, Ship Repairs;
- c. the General Conditions 2030, 2010-08-16, Higher Complexity - Goods - as modified in Annex F;
- 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, Conditions Precedent to Payment (Progress Claims)
- j. **NOT USED** Annex G, Security Requirements Check List;
- k. Annex H, Project Management Services;
- l. the Contractor's bid dated _____ (*insert date of bid*), as amended _____ (*insert date(s) of amendment(s) if applicable*)

7.11 Insurance Requirements/Limitation of Liability

7.11.1 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, if requested by the contracting authority, 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.

7.11.2 Limitation of Contractor's Liability for Damages to Canada

1. This section applies despite any other provision of the Contract and replaces the section 25 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.

7.12 Financial Security

7.12.1 Financial Security Requirement

1. The Contractor must provide one of the following contract financial securities within five (5) calendar days after the date of contract award:
(The Contracting Authority is to select one of the following and delete the unused choice)
 - a. a performance bond (form PWGSC-TPSGC 505) and a labour and material payment bond (form PWGSC-TPSGC 506), each in the amount of 50 percent of the Contract Price;

or

 - b. a security deposit as defined in Article 6.2.1 in the amount of 10 percent of the Contract Price.

Any bond must be accepted as security by one of the bonding companies listed in Treasury Board Contracting Policy, Appendix L, Acceptable Bonding Companies.
2. Security deposits in the form of government guaranteed bonds with coupons attached will be accepted only if all coupons that are unmatured, at the time the security deposit is provided, are attached to the bonds. The Contractor must provide written instructions concerning the action to be taken with respect to coupons that will mature while the bonds are pledged as security, when such coupons are in excess of the security deposit requirement.
3. If Canada does not receive the required financial security within the specified period, Canada may terminate the Contract for default pursuant to the Contract default provision.

7.12.2 Term of Financial Security

Any bond, bill of exchange, letter of credit or other security provided by the Contractor to Canada in accordance with the terms of the Contract must not expire before 90 days after the completion date indicated in the Contract.

The Contracting Authority can, at its sole discretion, require an extension to the period of the security. The Contractor can apply for financial compensation to pay for this extension.

Provided that no risk will accrue to Canada as a result, The Contracting Authority can, at its sole discretion, return the financial security to the Contractor before the expiration date indicated in the Contract.

7.13 Accommodation

The Contractor must provide accommodations and services for the period of the Contract, commencing two (2) weeks before to the work period and completing two (2) weeks after the work period.

7.14 Parking

The Contractor must provide two (2) reserved parking spaces within the confines of the shipyard for Government personnel which are to be clearly designated "for Canadian Government use only" for the period of the Contract, commencing one (1) week before the work period and completing one (1) week after the work period.

7.15 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.

7.16 Project Schedule

No later than *three (3) Working Days* after contract award, the preliminary schedule must be revised and expanded as necessary and resubmitted before commencement of the Work.

The Contractor must provide a detailed work schedule showing the commencement and completion dates for the Work in the available work period, including realistic target dates for significant events. During the work period the schedule is to be reviewed on an ongoing basis by the QAR and the Contractor, updated when necessary, and available in the Contractor's office for review by Canada's authorities to determine the progress of the Work.

The schedules must be revised on a pre-defined basis. (The revised schedules must show the effect of progressed work and approved work arisings. Any changes to the dates of the work period in the contract due to unscheduled work will not be accepted except as negotiated in accordance with article 7.26, Procedures for Design Change or Additional Work.

7.17 Insulation Materials - Asbestos Free

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

7.18 Loan of Equipment - Marine

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

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

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

7.19 Trade Qualifications

The Contractor must use qualified, 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.

7.20 Material and Supply Support

The Contractor must provide Material Management support systems which meet the requirements detailed in *Annex A, Statement of Work , Section 9*.

7.21 ISO 9001:2008 - Quality Management Systems

In the performance of the Work described herein, 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 Quality Assurance Representative (QAR) with the accommodation and facilities required for the proper accomplishment of GQA and must

provide any assistance required by the QAR for evaluation, verification, validation, documentation or release of product.

The QAR 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 QAR must be afforded unrestricted opportunity to evaluate and verify Contractor conformity with quality system procedures and to validate product conformity with the requirements of the Contract. The Contractor must make available for reasonable use by the QAR the equipment necessary for all validation purposes. Contractor personnel must be made available for operation of such equipment as required.

When the QAR 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 QAR, together with relevant technical data as the QAR may request.

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

7.22 Quality Plan

No later than five (5) days after the effective date of the Contract, the Contractor must submit for acceptance by the Department of National Defence (DND) a Quality Plan prepared according to the latest issue (at contract date) of ISO 10005:2005 "Quality management systems - Guidelines for quality plans". The Quality Plan must describe how the Contractor will conform to the specified quality requirements of the Contract and specify how the required quality activities are to be carried out, including quality assurance of subcontractors. The Contractor must include a traceability matrix from the elements of the specified quality requirements to the corresponding paragraphs in the Quality Plan.

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

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

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

7.23 Welding Certification

1. The Contractor must ensure that welding is performed by a welder certified by the Canadian Welding Bureau (CWB) in accordance with the requirements of the following Canadian Standards Association (CSA) standards:
 - a. CSA W47.1-03 (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 QAR, the Contractor must provide approved welding procedures and/or a list of welding personnel intended to be used in the completion of the work. The list must identify the CWB welding procedure qualifications attained by each of the personnel listed and must be accompanied by a copy of each person's current CWB welding certification.

7.24 Environmental Protection

The Contractor and its 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.

In addition, if the Work is to take place at the PWGSC Esquimalt Graving Dock (EGD), then the Contractor must also comply with the EGD Environmental Best Management Practices, current issue, at the time of the Contract.

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 QAR, with information copies sent to the Contracting Authority. Furthermore, additional evidence of compliance with municipal, provincial and federal environmental laws and regulations is to be furnished by the Contractor to the Contracting Authority when so requested.

The Contractor must have environmental emergency response plans and/or procedures in place. Contractor and subcontractor employees must have received the appropriate training in emergency preparedness and response. Contractor personnel engaging in activities which may cause environmental impacts or potential non compliance situations, must be competent to do so on the basis of appropriate education, training, or experience.

7.25 Supervision of Fueling and Disembarking Fuel

The Contractor must ensure that fueling and disembarking of fuel from Canadian government vessels are conducted under the supervision of a responsible supervisor trained and experienced in these operations.

7.26 Procedures for Design Change or Additional Work

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

7.27 Equipment/Systems: Inspection/Test

Refer to Annex D for details on equipment and systems inspections and testing requirements.

7.28 Inspection and Test Plan

The Contractor must in support of its QCP, 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 QAR 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 QAR may direct.

Refer to Annex D for details on Inspection and Test Plan Requirements.

7.29 Vessel Custody

1. This work is going to take place with the vessel “out of commission” and therefore in the “care, control and custody” of the Contractor.
2. An “ACCEPTANCE CERTIFICATE - ASSUMPTION OF HMC SHIPS BY SHIPYARDS” (Figure 13-1-3 from C-03-005-012/AM-001 Naval Maintenance Management System Manual Vol. 1 attached as Appendix 1 to Annex C) must be completed as required and the final signed copy passed to the QAR.
3. To facilitate this turnover, representatives of the Contractor and Canada must confirm the condition of the vessel.
4. A vessel condition report (Annex K from C-03-005-012/AM-004 Naval Maintenance Management System Vol. 4 attached as Appendix 3 to Annex C) must be appended to the above noted certificate and must be accompanied by colour photographs or videos in either conventional or digital format.
5. When the vessel is to be returned to the “care, control and custody” of Canada, an ACCEPTANCE CERTIFICATE - "RESUMPTION OF CUSTODY OF H.M.C. SHIPS BY SHIP'S COMMANDING OFFICER" (Figure 13-1-4 from C-03-005-012/AM-001 Naval Maintenance Management System Vol. 1 attached as Appendix 2 to Annex C must be completed and the final signed copy passed to the QAR for Distribution.

7.30 Vessel Unmanned Refits

SACC Manual Clause A0024C Vessel Unmanned Refits 2010-08-16

7.31 Pre-Refit Meeting

A Pre-Refit meeting will be convened and chaired by the Contracting Authority at the Contractor's facility before the commencement of the work period.

7.32 Meetings

Progress meetings, chaired by the Contracting Authority, will take place at the Contractor's facility as and when required, generally once a month. Interim meetings may also be scheduled. Contractor attendees at these meetings will, as a minimum, be its Contract (Project) Manager, Production Manager (Superintendent) and Quality Assurance Manager. Progress meetings will generally incorporate Technical meetings to be chaired by the Technical Authority.

7.33 Outstanding Work and Acceptance

The acceptance of ships and vessels must done be in accordance with the procedures of Naval Maintenance Management System, C-03-005-012/AM-001, Part 13, using form CF 1148, Report of Inspection of (SHIP) and, as applicable, form CF 702, Acceptance of (SHIP) into the Canadian Forces.

The QAR, in conjunction with the Contractor, will prepare a list of outstanding work items towards the end of the vessel 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 Contracting Authority on the work completion date to review and sign off the Acceptance Document. 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 completion of said work. 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.

The CF 1148 Acceptance Document is to be completed in three copies and distribution is to be made by the Contracting Authority as follows:

- (a) original to the PWGSC Contracting Authority
- (b) one copy to the Technical Authority
- (c) one copy to contractor

7.34 Licensing

The Contractor must obtain and maintain all permits, licenses and certificates of approval required for the Work to be performed under any applicable federal, provincial or municipal legislation. The Contractor is responsible for any charges imposed by such

legislation or regulations. Upon request, the Contractor must provide a copy of any such permit, license or certificate to Canada.

7.35 Hazardous Waste

SACC Manual Clause A0290C Hazardous Waste - Vessels 2008-05-12

7.36 Canadian Forces Site Regulations

SACC Manual Clause A9062C Canadian Forces Site Regulations 2011-05-16

7.37 Scrap and Waste Material

SACC Manual Clause A9055C Scrap and Waste Material 2008-05-12

7.38 Stability

SACC Manual Clause B6100C Stability 2008-05-12

7.39 Vessel - Access by Canada

SACC Manual Clause A9066C Vessel - Access by Canada 2008-05-12

7.40 Title to Property - Vessel

SACC Manual Clause A9047C Title to Property - Vessel 2008-05-12

7.41 Workers Compensation

SACC Manual Clause A0285C Workers Compensation 2007-05-25

7.42 Defence Contract

SACC Manual Clause A9006C Defence Contract 2008-05-12

7.43 NOT USED Controlled Goods Program

7.44 NOT USED Jurisdictions - HMC Dockyard

ANNEX A - STATEMENT OF WORK

The entire Statement of Work is contained in a series of electronic documents entitled;

YC-53 44-D-01.doc
YC-53 44-D-02 .doc
YC-53 44-D-03.doc
YC-53 44-D-16.doc
YC-53 44-D-24.doc
YC-53 44-H-150.doc
YC-53 48-H-151.doc

YC-54 44-D-01.doc
YC-54 44-D-02 .doc
YC-54 44-D-03.doc
YC-54 44-D-16.doc
YC-54 44-D-24.doc
YC-54 44-H-150.doc
YC-54 48-H-151.doc

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

a.	Known Work - FIRM PRICES: (to be inserted at contract award) For work as stated in Part 7 article 7.1, and as specified for Barge YC-53 in Annex A:	\$_____X_____
	For work as stated in Part 7 article 7.1, and as specified for Barge YC 54 in Annex A:	\$_____X_____
b.	Cost of Financial Security As per Contract article 7.12.1	\$_____X_____
c.	Subtotal	\$_____X_____
d.	GST/HST Estimated at (12%) of "Known Work" only	\$_____X_____
e.	Total Firm Price 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

materials to which will be added a mark-up of 10 percent, plus Goods and Services Tax or Harmonized Sales Tax, if applicable, calculated at ____ percent of the total cost of material and labour. The firm hourly charge-out labour rate and the material mark-up will remain firm for the term of the Contract and any subsequent amendments.

- B2.1** Notwithstanding definitions or 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

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

Payment for authorized overtime will be calculated as follows:

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

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

For double time: \$ _____ per hour.

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

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

For double time: \$ _____ per hour.

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

B4 Lay Day/Berthage Day Fees

In the event of a delay in the performance of the Work, and if such delay is recognized and agreed upon by the Contracting Authority as being attributable to Canada, these fees will be used to establish the liability of Canada to the Contractor for the delay, applicable separately to each Barge .

- a. Lay day fee for a working day: \$ _____
- b. Lay day fee for a non-working day: \$ _____
- (c) Berthage Fee per day (40' X \$ _____ / Foot): \$ _____

A lay day is defined as "a day of delay in port" with the vessel docked (i.e. removed from the water) at the contractor's facility. A lay day fee should include those costs associated with maintaining the vessel at the Contractor's facility but will not include costs of consumption of such services including but not limited to electrical power, potable water, steam, compressed air, etc. The lay day and berthage fees are firm and not subject to any additional charges for mark-up or profit.

ANNEX C - INSURANCE REQUIREMENTS

C1 Ship Repairers' Liability Insurance

1. 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. (*For annual and maximum liabilities see article 7.11.2 of the Contract.*)
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 the Department of National Defence and 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 the Department of National Defence 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 endeavour 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 (*For annual and maximum liabilities see article 7.11.2 of the Contract.*)
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.

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- 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 endeavour 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.

APPENDIX 1 To ANNEX C

ACCEPTANCE CERTIFICATE

ASSUMPTION OF CUSTODY OF HMC SHIPS BY SHIPYARDS

1. The undersigned, on behalf of the Department of National Defence and ofacknowledge to have handed over and received respectively YC-53 for the purpose of refit, all in accordance with the terms and conditions of PWGSC Contract Serial Number..... and such documents which form part of the said contract.

2. It is mutually agreed by all parties that the condition report by compartment or area must be considered as an addendum to this agreement; and must be a valid document in the taking over of the vessel by the Contractor, even if the inspection and signing occur after the signing of the agreement but within the agreed ten (10) day period.

SIGNED AT.....PROVINCE..... ON,
 THE.....DAY OF..... (Month) 20.....
 AT.....HOURS.

FOR:
 DEPARTMENT OF NATIONAL DEFENCE

FOR:
 CONTRACTOR

WITNESSED BY:
 PUBLIC WORKS AND GOVERNMENT SERVICES CANADA

APPENDIX 2 To ANNEX C

ACCEPTANCE CERTIFICATE

RESUMPTION OF CUSTODY OF H.M.C. SHIPS BY SHIP'S COMMANDING OFFICER

1. The undersigned, on behalf of.....and of the Department of National Defence, acknowledge to have handed over and to have received respectively the YC-53, said vessels having been received By on(date), for the purpose Of refit in accordance with the terms and conditions of PWGSC Contract Serial Number.....
2. It is mutually agreed by all parties that the liabilities and responsibilities of....., as defined in Article 9 of PWGSC 1029 Supplemental General Conditions for Ship Repairs, for a vessel out of commission, must automatically cease as at..... hours on (date).
3. That effective from.....hours on the(date) Article 8 of PWGSC 1029 for a vessel "in commission" Must apply, and that responsibility for the care and protection of the said vessel must revert to the Crown.

SIGNED AT..... PROVINCE.....ON,
 THE..... DAY OF.....(Month) 19.....
 AT.....HOURS.

FOR:
 (CONTRACTOR)

FOR:
 DEPARTMENT OF NATIONAL DEFENCE

WITNESSED BY:
 PUBLIC WORKS AND GOVERNMENT SERVICES CANADA

APPENDIX 3 To ANNEX C

ACCEPTANCE CERTIFICATE

ASSUMPTION OF CUSTODY OF HMC SHIPS BY SHIPYARDS

1. The undersigned, on behalf of the Department of National Defence and ofacknowledge to have handed over and received respectively YC-54 for the purpose of refit, all in accordance with the terms and conditions of PWGSC Contract Serial Number..... and such documents which form part of the said contract.

2. It is mutually agreed by all parties that the condition report by compartment or area must be considered as an addendum to this agreement; and must be a valid document in the taking over of the vessel by the Contractor, even if the inspection and signing occur after the signing of the agreement but within the agreed ten (10) day period.

SIGNED AT.....PROVINCE..... ON,
 THE.....DAY OF..... (Month) 20.....
 AT.....HOURS.

FOR:
 DEPARTMENT OF NATIONAL DEFENCE

FOR:
 CONTRACTOR

WITNESSED BY:
 PUBLIC WORKS AND GOVERNMENT SERVICES CANADA

APPENDIX 4 To ANNEX C

ACCEPTANCE CERTIFICATE

RESUMPTION OF CUSTODY OF H.M.C. SHIPS BY SHIP'S COMMANDING OFFICER

1. The undersigned, on behalf of.....and of the Department of National Defence, acknowledge to have handed over and to have received respectively the YC-54, said vessels having been received By on(date), for the purpose Of refit in accordance with the terms and conditions of PWGSC Contract Serial Number.....
2. It is mutually agreed by all parties that the liabilities and responsibilities of....., as defined in Article 9 of PWGSC 1029 Supplemental General Conditions for Ship Repairs, for a vessel out of commission, must automatically cease as at..... hours on (date).
3. That effective from.....hours on the(date) Article 8 of PWGSC 1029 for a vessel "in commission" Must apply, and that responsibility for the care and protection of the said vessel must revert to the Crown.

SIGNED AT..... PROVINCE.....ON,
 THE..... DAY OF.....(Month) 19.....
 AT.....HOURS.

FOR:
 (CONTRACTOR)

FOR:
 DEPARTMENT OF NATIONAL DEFENCE

WITNESSED BY:
 PUBLIC WORKS AND GOVERNMENT SERVICES CANADA

ANNEX D - INSPECTION/QUALITY ASSURANCE/QUALITY CONTROL

D1 Inspection and Test Plan (ITP):

1. The Contractor must prepare an Inspection and Test Plan (ITP) comprising individual inspection and test plans for each specification item of this project, in accordance with the Quality Standard and their Quality Control Plan. The ITP must be submitted to the QAR for review and amended by the Contractor to the satisfaction of the QAR.
 - a. Each ITP must contain all inspection points identified in the PMRS highlighting mandatory (M) points that must be witnessed by the QAR and other "hold" points imposed by the Contractor to ensure the quality of the work.
 - b. Milestone delivery date for the ITP is given in the Contract, however individual ITPs should be forwarded for review as developed.
2. Coding:
 - a. Each Inspection and Test Plan (ITP) is to be coded for identification clearly demonstrating a systematic approach similar to the following:
(Contractor's system should be defined in its Quality Control Plan): e.g. Prefixes for Inspections, Test and Trials:
 - i. Prefix "1" is a Contractor inspection,
 - ii. Prefix "2" is a Contractor post repair test,
 - iii. Prefix "3" is a Contractor post repair trial,
 - b. Specification items followed by assigned sequence numbers for inspection processes within each Specification Item; and
 - c. Cross reference to a verification document number
3. Inspection and Test Plan Criteria:

Inspection criteria, procedures and requirements are stated in the specifications, drawings, technical orders and reference standards invoked by the PMRS Specifications. Test and trial documentation is also included or referenced in the PMRS Specifications. An individual Inspection and Test Plan (ITP) is required for each PMRS item.

 - a. All ITPs must be prepared by the Contractor in accordance with the above criteria, their Quality Plan, and must provide the following reference information:
 - i. the ship's name;
 - ii. the PMRS item number;
 - iii. equipment/system description and a statement defining the parameter which is being inspected;
 - iv. a list of applicable documents referenced or specified in the inspection procedure;
 - v. the inspection, test or trial requirements specified in the PMRS;
 - vi. the tools and equipment required to accomplish the inspection;
 - vii. the environmental conditions under which the inspections are to be conducted and the tolerances on the inspection conditions;

- viii.a detailed step-by step procedure of how each inspection is to be performed, conformance parameters, accept/reject criteria and recording of results, deficiencies found and description of corrective action(s) required;
- ix. name and signature of the person who prepared the plan, date prepared and amendment level; and,
- x. names and signatures of the persons conducting and witnessing the inspection, test or trial.

4. Contractor Imposed Testing:

Tests and trials in addition to those given in the PMRS must be approved by the QAR.

- a. Amendments: Amendment action for the Inspection and Test Plans must be ongoing throughout the refit and reflect the inspection requirements for unscheduled work. Amendments must be submitted as developed, but not less frequently than once every second week.

D2 Conduct of Inspection

1. Inspections must be conducted in accordance with the ITP as approved by the QAR..
2. The Contractor must provide their own staff or subcontracted staff to conduct inspections, tests and trials; excepting that Field Service Representative (FSR), QAR or Designated Engineering Authority (DEA) personnel may be designated in the specifications, in which case the Contractor must ensure that their own staff is provided in support of such inspection/test/trial.
3. The Contractor must ensure that the required conditions stated in the ITP 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 consistent with the Quality Standard and their Quality Plan for this project.

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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 QAR in their Provisional Acceptance Certificate (PAC) files. (See section D4 below)
 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 QAR. The Crown representatives may assist in identification where appropriate.
 4. Corrective action to remove cause of unsatisfactory inspections must be submitted to the QAR in writing by the Contractor, for approval prior to affecting such repairs and rescheduling of the unsatisfactory inspection/test/trial. Such notices must be included in the final record (PAC).
 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 their 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 QAR upon request.

D4 Provisional Acceptance Certificate

1. The Contractor must provide to the QAR, for their verification, a separate file for each PMRS item. The file must contain all the relevant information for that work item. The QAR will review the file and the physical completion of the work. Upon agreement that both the physical work and the supporting file (PAC) are complete and correct, that work package is considered "provisionally accepted" by Canada. The work is still dependent upon on final acceptance (i.e the signing of form 1148) in accordance with article 7.33 of the Contract.
2. In the event that an element of uncompleted work is discovered after provisional acceptance but prior to final acceptance, it is considered a defect and must be corrected by the Contractor.

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3. Any work which has been provisionally accepted and which is then damaged prior to a compartment being handed over from the Contractor to Canada, is considered a defect and must be corrected by the Contractor.

 4. The PAC files must include at least the following:
 - a. Original specification;
 - b. Specification amendments;
 - c. Unpriced copies of all 1379s;
 - d. Deviation and waiver notices;
 - e. Completed test and trial sheets;
 - f. Disposal certificates;
 - g. Signed certificates of compliance for known work;
 - h. Signed certificates of completion for unscheduled work; and,
 - i. Red-lined drawings.

ANNEX E - WARRANTY

E1 2030, 2012-07-16 General Conditions Higher Complexity Goods, are hereby amended as follows:

Delete Section 2030 21 (22012+-07-16) Warranty and Insert the following:

1. At the discretion of the Minister, the Contractor will replace or make good at its own expense any finished work, excluding Government Issue incorporated therein, which becomes defective or which fails to conform to contract requirements as a result of faulty or inefficient manufacture, material or workmanship.
2. Notwithstanding prior acceptance of the finished work, and without restricting any other term of the Contract or any condition, warranty or provision implied or imposed by law, the Contractor hereby warrants that the following must be free from all defects and must conform with the requirements of the contract:
 - a. The painting of the underwater portion of the hull for a period of three hundred sixty five (365) days commencing from the date of undocking, except that the Contractor will only be liable to repair and/or replace to a value to be determined as follows:

Original cost to Canada of the underwater painting Work, divided by three hundred sixty five (365) days and multiplied by the number of days remaining in the warranty period. The resultant would represent the "Dollar Credit" due to Canada from the Contractor.
 - b. All other painting Work for a period of 365 days commencing from the date of acceptance of the Work;
 - c. All other items of Work for a period of ninety (90) days commencing from the date of acceptance of the Work, except that:
 - i. the warranty on the Work related to any system or equipment not immediately placed in continuous use or service must extend for a period of ninety (90) days from the date of acceptance of the vessel;
 - ii. for all outstanding defects, deviations, and Work items listed on the Acceptance Document at Delivery, the Warranty will be ninety (90) days from the subsequent date of acceptance for each item.
3. The Contractor agrees to pass to Canada, and exercise on behalf of Canada, all warranties on the Materials and/or labour supplied or held by the Contractor which exceed the periods indicated above.

E2 Warranty Procedures

1. Scope

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

2. Definition

- a. There are a number of definitions of “warranty” most of which are intended to describe their 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 their product is extended for a specific period of time beyond the date at which the title to the product passes to the buyer.”

3. Warranty Conditions

- a. General Conditions 2030 (2012-07-16), General Conditions - Higher Complexity - Goods are augmented by clauses incorporated into the subject Contract.
- b. The warranty periods may be stated in more than one part:
 - i. 90 days commencing from the day the CF-1148 acceptance document is signed for workmanship provided by the contractor for the refit work specified;
 - ii. 365 days from the date of acceptance for the specified areas of painting;
 - iii. 365 days commencing from the day the CF-1148 acceptance document is signed for parts and material provided by the contractor for the refit work specified;
 - iv. Any other specific warranty periods that may be required in the contract or offered by the Contractor.
- c. The foregoing does not cover the disposition of other deficiencies that will be directly related to DND problem areas of the following nature:
 - i. items becoming unserviceable that were not included in the refit specification;
 - ii. refit specifications or other related documentation requiring amendments or corrections to increase viability; and
 - iii. work performed is directly related to DND or DND agencies.

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. Since the QAR has the closest and most active involvement of the contracted work completed, this agency must assume this role.

5. Procedures

- a. Immediately it becomes known to the 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 MARCOM, MARPAC, FDU, RTU, CANCOMTRAINRON, QHM, as appropriate when a defect, which is considered to be directly associated the refit work, has occurred.
 - ii. On review of the CF-1148 and the PMRS, the appropriate authority in consort with ships engineer (as applicable) is to complete the Tombstone Data and section 1 of the Warranty Claim Form (Copy attached as appendix 1 to Annex E) and forward the original to the appropriate QAR for review. The QAR checks the claim, and if deemed justified in accordance with the warranty conditions and refit specifications, actions the form, and forwards it to the pertinent contractor with information copies to NDHQ, FMF PLO, and the PWGSC Contracting Authority. If the QAR is unable to support warranty action, the Defect Claim Form is to be returned to the originator with a brief justification. (It is to be noted that in the latter instance NDHQ does not intend to enter into any arbitration between the originator and the QAR. Authority for the QAR to administer the refit on behalf of NDHQ prevails in respect to decision on the validity of possible warranty items.)

If a potential warranty defect is of an urgent nature, e.g., near the end of the warranty period, SHIP, FDU, RTU, CANCOMTRAINRON, QHM, as appropriate, is to advise the QAR by message, followed by submission of the Warranty Defect Claim Form.
 - iii. Assuming the Contractor accepts full responsibility for repair, the Contractor completes Sections 2 & 3 of the Claim Form, returns it to the QAR involved who confirms corrective action has been completed, and distributes the form to NDHQ, FMF/PLO, originator, 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 Section 2 of the Claim Form with the appropriate information and forward it to the QAR who will distribute copies as necessary.
- c. When a warranty defect claim is disputed by the Contractor, the SHIP, FDU, RTU, CANCOMTRAINRON, QHM, as appropriate, may arrange to correct the defect by FMF through the normal work order routine. FMF costs must be segregated 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 QAR, who will forward the warranty defect claim to the

PWGSC Contracting Authority for action, with a copy to NDHQ for information. 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 FMF channels and costs must be segregated as a possible charge against a contractor by PWGSC action.

6. Liability

- a. Agreement between the QAR and the contractor will result in one of the following conditions:
- i. The contractor accepts full responsibility for costs to repair or overhaul under the warranty provisions of the contract;
 - ii. DND accepts full responsibility for repair and overhaul of item concerned; or
 - iii. The contractor and DND 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 Para 5c, PWGSC will take necessary action with the contractor while the QAR informs NDHQ including pertinent data and recommendations.
- c. It will be appreciated that the total cost of processing warranty claims must include accommodation and travel costs of the contractor's employees as well as equipment/systems down time and operational constraints. Accordingly, where the cost in manhours and material is readily identifiable as less than \$10,000 dollars and an operational requirement precludes delaying corrective action, the repair will be undertaken using DND resources regardless of responsibility at no cost to the contractor. The above situation is the only juncture at which DND will normally waive contractor responsibility.
- d. In the following instances, warranty outlined in Para 5.a.ii will be followed:
- i. Warranty items under 10,000 dollars that can be delayed and accumulated;
 - ii. Warranty items exceeding 10,000 dollars requiring immediate attention due to operational commitments; and
 - iii. Warranty items over 10,000 dollars that can be delayed.

7. Alongside Period For Warranty Repairs and Checks

- a. If at all possible, an alongside period for the vessel is to be arranged just prior to the expiration of the 90 day warranty period. This alongside period is to provide time for warranty repair and check by the contractor.
- b. In respect to the underwater paint, should it become defective during the associated warranty period the contractor is only liable to repair to a value determined as follows: "Original cost to the Crown for painting and preservation of the underwater section of the hull, divided by 365 days and multiplied by the number of days remaining in the 365 warranty period. The resultant would represent the 'Dollar Credit' due to the Crown from the Contractor."
- c. The Underwater paint system, prior to expiration of the warranty is to be checked by divers. SHIP, FDU, RTU, CANCOMTRAINRON, QHM, as appropriate, is to arrange.

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APPENDIX 1 to ANNEX E



Public Works and Government
Services Canada

Travaux publics et Services
gouvernementaux Canada

**Warranty Claim
Réclamation De Garantie**

Crane Name – Nom de navire	File No. – N° de dossier	Contract No. - N ° de contrat								
Customer Department – Ministère client		Warranty Claim Serial No. Numéro de série de réclamation de garantie								
Contractor – Entrepreneur		Effect on Vessel Operations Effet sur des opérations de radoub <table> <tr> <td>Critical Critique</td> <td>Degraded Dégradé</td> <td>Operational Opérationnel</td> <td>Non-operational Non-opérationnel</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>	Critical Critique	Degraded Dégradé	Operational Opérationnel	Non-operational Non-opérationnel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Critical Critique	Degraded Dégradé	Operational Opérationnel	Non-operational Non-opérationnel							
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							

1. Description of Complaint – Description de plainte

Contact Information – l'information de contact

Name – Nom

Tel. No. - N ° Tél

Signature – Signature

Date

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

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

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

Date of Corrective Action - Date de modalité de reprise

Client Name and Signature - Nom et signature de client

Date

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

Signature – Signature

Date

5. Additional Information – Renseignements supplémentaires

Canada

PWGSC-TPSGC

ANNEX F - CONDITIONS PRECEDENT TO PAYMENT (PROGRESS CLAIMS)

1. No payment will be made to the Contractor unless or until invoices, inspection notes, and all other documents required by Canada are submitted in accordance with either the terms of the Contract or the instructions of Canada.
2. When costs have been paid by the Contractor, Canada will make no payment to the Contractor unless or until the Contractor, if required by Canada, establishes to the satisfaction of Canada that the materials, parts, work in process, or finished work are free from all claims, liens, attachments, charges, or encumbrances.
3. When costs have accrued in the accounts of the Contractor as liabilities to be discharged in the normal course of business, Canada will make no payment to the Contractor unless or until the Contractor, if required by Canada, establishes to the satisfaction of Canada that :
 - (a) the Contractor is not, in the ordinary course of business, delinquent in discharging any accrued liabilities that have arisen under the Contract,
 - (b) payment made to the Contractor by Canada under the Contract will be used only to discharge such liabilities, and
 - (c) upon such discharge, the materials, parts, work in process, and finished work will be free from all claims, liens, charges, or encumbrances.
4. For finished work, Canada will make no payment to the Contractor unless or until such finished work has been inspected and accepted in accordance with the terms of the Contract.

NOT USED ANNEX G - SECURITY REQUIREMENTS CHECK LIST

ANNEX H - PROJECT MANAGEMENT SERVICES

H1 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 only and delegate to him/her full responsibility to manage the project.
 - b. The PM must have experience in managing a project of this nature.
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. Estimating
 - vi. Safety and Environmental Management
 - vii. Subcontracts Management
4. Bid 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.
5. 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
 - iii. Growth Work Summary

ANNEX I - FINANCIAL BID PRESENTATION SHEET

I0 Proposed Work Period Location: _____

I1 Evaluation of Price

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

a.	Known Work - FIRM PRICES For work as stated in Part 7 article 7.1, and as specified for Barge YC-53 in Annex A:	\$ _____
	For work as stated in Part 7 article 7.1, and as specified for Barge YC-54 in Annex A:	\$ _____
	All as detailed in the attached Pricing Data Sheets at Appendix 1 to this Annex	
b.	Unscheduled Work <i>Labour Cost:</i> Estimated labour hours at a firm <i>Charge-out Labour Rate</i> , including overhead and profit: 300 person hours X \$ _____ per hour for a PRICE of: See articles I2.1 and I2.2 below.	\$ _____
c.	Lay day/ Berthage Fees As per article I4 i) Five (5) working lay days X \$ _____ = \$ _____ ii) two (2) non-working lay days X \$ _____ = \$ _____ iii) three (3) berthing days X \$ _____ = \$ _____	\$ _____
d.	Cost of Financial Security As per Part 6 Financial Security article, 6.2.1	\$ _____
e.	Sub-total <div style="text-align: right;">(a + b + c + d)</div>	\$ _____
f.	ISO 9001 Registration Deduction [Registered deduct 5% of line e; not registered, enter 0]	(-\$ _____)
g.	EVALUATION PRICE GST/HST Excluded, (e - f): For an EVALUATION PRICE of \$ _____ :	\$ _____

I2 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."

I2.1 Notwithstanding definitions or useage 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.

I2.2 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 I1b) above.

I2.3 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.

I3 Overtime

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

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

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

For double time: \$_____ per hour.

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

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

For double time: \$ _____ per hour.

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

I4 Lay Day/Berthage Fees

The following fees are to be provided by the Bidder. In the event of a delay in the performance of the Work, and if such delay is recognized and agreed upon by the Contracting Authority as being attributable to Canada, these fees will be used to establish the liability of Canada to the Contractor for the delay.

(a) Lay day fee for a working day: \$ _____

(b) Lay day fee for a non-working day: \$ _____

(c) Berthage Fee per day (40' X \$ _____ / Foot): \$ _____

A lay day is defined as "a day of delay in port" with the vessel docked (i.e. removed from the water) at the contractor's facility. A lay day fee should include those costs associated with maintaining the vessel at the Contractor's facility but will not include costs of consumption of such services including but not limited to electrical power, potable water, steam, compressed air, etc. The lay day and berthage fees are firm and not subject to any additional charges for mark-up or profit.

I5 NOT USED Vessel Transfer Costs

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APPENDIX 1 TO ANNEX I

PRICING DATA SHEET

The Pricing Data Sheet will be provided in a separate electronic document.