

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving - PWGSC / Réception des
soumissions - TPSGC
11 Laurier St. / 11, rue Laurier
Place du Portage, Phase III
Core 0A1 / Noyau 0A1
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

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

Ship Refits and Conversions / Radoubss et
modifications de navires and / et
11 Laurier St. / 11, rue Laurier
6C2, Place du Portage
Gatineau, Québec K1A 0S5

Title - Sujet CCGS CARIBOU ISLE EMERG. DRY DOCK.	
Solicitation No. - N° de l'invitation F2599-120084/A	Date 2012-05-08
Client Reference No. - N° de référence du client F2599-120084	GETS Ref. No. - N° de réf. de SEAG PW-\$\$MD-018-22745
File No. - N° de dossier 018md.F2599-120084	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-05-16	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
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: Vandal, Paul	Buyer Id - Id de l'acheteur 018md
Telephone No. - N° de téléphone (819) 956-0645 ()	FAX No. - N° de FAX (819) 956-0897
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

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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List of Annexes:

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 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 Technical Specification, the Basis of Payment, the Insurance Requirements and other Annexes.

1.2 Summary

1. The Requirement is:
 - a) to carry out the docking, maintenance and alterations of the Canadian Coast Guard Vessel CCGS Caribou Isle in accordance with the associated Technical Specifications detailed in Annex "A".
 - b) to carry out unscheduled work authorized by the Contracting Authority.
2. The requirement is exempt from the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), Annex 4 and the North American Free Trade Agreement (NAFTA), Chapter Ten Annex 1001.2b Paragraph 1(a). However, it is subject to the Agreement on Internal Trade (AIT). The sourcing strategy relating to this procurement will be limited to suppliers in Eastern Canada, in accordance with Shipbuilding, Refit, Repair and Modernization Policy (1996-12-19).

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

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

2.2 Submission of Bids

Bids must be submitted 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 **one (1) working day** 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.

Any clarifications or changes to the bid solicitation resulting from the questions and answers will be included as an amendment to the bid solicitation.

2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **Ontario**.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

Refer to Annex "I1" for Deliverables/Certifications.

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2.5 Work Period - Marine

Work must commence and be completed as follows:

Commence: May 28, 2012

Complete: Jun 1, 2012

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

PART 3 - BID - PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I - Technical Bid (2 hard copies)

Section II - Financial Bid (1 hard copy)

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

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

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

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.

Section I: Technical Bid

The Bidder must provide all of the deliverables as referenced in Annex "I1" Deliverables and Certifications.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet in Annex "G", and the detailed Pricing Data Sheet, Appendix 1 to Annex "G". The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

3.1.1 Unscheduled Work and Evaluation Price

In any vessel refit, repair or docking contract, unscheduled work will arise after the vessel and its equipment is opened up and surveyed.

An anticipated cost for the unscheduled work will be included in the evaluation price. The evaluation price will be calculated by including an estimated amount of additional person-hours multiplied by a firm hourly charge-out labour rate for unscheduled work and will be added to the firm price for the known work.

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The Evaluation Price will be used for evaluating the bid. The additional amount of person-hours for unscheduled work will be based on historical experience and there is no minimum or maximum amount of unscheduled work nor is there a guarantee of such unscheduled work.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

Section I - Technical Bid / Certifications

Notwithstanding deliverable requirements specified within the bid solicitation and its associated Technical Specification Annex "A", mandatory deliverables that must be submitted with the Bidder's bid to be deemed responsive are summarized in Annex "I1".

Section II - Financial Bid

In order to be compliant, the Bidder's bid must, to the satisfaction of Canada, meet all requirements and provide all information required under Part 3, Section II - Financial Bid.

Canada reserves the right to request information to support any bid requirement. The Bidder is instructed to address each requirement in sufficient depth to permit a complete analysis and assessment by the Evaluation Team. The Bid will be deemed responsive if it is found to meet all the mandatory requirements.

4.1.1 Evaluation of Price

SACC Manual Clause A0220T (2007-05-25) Evaluation of Price

4.2 Basis of Selection

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

Bidders should note that all contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed Contract. Notwithstanding that a Bidder may have been recommended for award of Contract, issuance of any Contract will be contingent upon internal approval in accordance with Canada's policies. If such approval is not given, no Contract will be awarded.

4.3. Deliverables after Contract Award

Refer to Annex "I2".

PART 5 - CERTIFICATIONS

5.1 General

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

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

5.2 Certifications Required with the Bid

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

5.2.1 Federal Contractors Program - over \$25,000 and below \$200,000

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

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

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

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

PART 6 - FINANCIAL AND OTHER REQUIREMENTS

6.1 Vessel Transfer Costs

Vessel Transfer Costs will apply to the evaluation price of this solicitation.

1. The evaluation price must include the cost for transferring the vessel from its home port to the shipyard/ship repair facility where the Work will be performed and the cost of transferring the vessel to its home port following completion of the Work, in accordance with the following:

(a) The Bidder must provide the location of the shipyard/ship repair facility where it proposes to perform the Work together with the applicable vessel transfer cost from the list provided under paragraph 2 of this clause shall be entered into Table G1:

(b) If the list in paragraph 2 of this clause does not provide the shipyard/ship repair location where the Bidder intends to perform the Work, then the Bidder must advise the Contracting Authority, in writing, at least **2 calendar days** before the bid closing date, of its proposed location for performing the Work. The Contracting Authority will confirm to the Bidder, in writing, at least **1 calendar day** before the bid closing date, the location of the shipyard/ship repair and the applicable vessel transfer cost.

A bid that specifies a location for executing the Work which is not on the list of paragraph 2 of this clause, and for which a notification in writing has not been received by the Contracting Authority as required above, will be considered non-responsive.

2. List of shipyard/ship repair facilities and applicable vessel transfer costs

Vessel: CCGS Caribou Isle
Home port: Prescott, Ontario

Transfer costs in the case of vessels transferred using a government delivery crew include the fuel cost at the vessel's most economical speed of transit and for unmanned refits only, crew transportation costs for the delivery crew based on the location of the vessel's home port and the shipyard/ship repair facility. Crew transportation costs do not include any members of the delivery crew who remain at the shipyard/ship repair facility in order to discharge project responsibilities related to the vessel being transferred.

Transfer costs in the case of vessels transferred unmanned by either commercial towing, railway, highway or other suitable means of transportation must be:

(i) included as part of the Bidder's financial bid in the case where the Bidder is responsible for the transfer; or

(ii) identified as the applicable vessel transfer cost, as given in the list below, in the case when Canada is responsible for the transfer.

Shipyard/ship repair facility**Applicable vessel transfer cost**

Company	City	Manned
Heddle Marine	Hamilton	C\$3,985.00
Verreault Navigation Inc.	Les Mechins	C\$8,424.00
Industries Ocean Inc.	Isle-aux-Coudres, QC	C\$5,240.00
Port Weller Dry Docks	St. Catharines	C\$3,639.00

Proposed Drydocking Location : _____

Refer to Annex "I1" for Deliverables/Certifications.

6.3 Docking Facility

Before contract award, the successful 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 documents detailed in the Contract. The successful 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 show the adequacy of the proposed docking arrangement.

At the time of bid closing 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.

Refer to Annex "I1" for Deliverables/Certifications.

6.4 Workers' Compensation - 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 with the bid, a certificate or letter from the applicable Worker's Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

Refer to Annex "I1" for Deliverables/Certifications.

6.5 Valid Labour Agreement

If the Bidder has a labour agreement, or other suitable instrument, in place with all its unionized labour, it must be valid for the proposed period of any resulting contract. Documentary evidence of the agreement or suitable instrument must be provided on or before bid closing date. If this information is not provided with the bid it will render the bid non-responsive.

Refer to Annex "I1" for Deliverables/Certifications

6.6 Preliminary Work Schedule

At the time of bid closing 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 successful Bidder at the Pre-Refit Meeting.

Refer to Annex "I1", Deliverables/Certifications.

6.7 ISO 9001:2008 - Quality Management Systems

The Bidder shall have in place a Quality Management System registered to ISO 9001:2008 or a Quality Management System modeled on ISO 9001-2008 and shall provide at time of bid closing:

- If registered its valid ISO 9001-2008 certification;
- Example of Quality Control Plan (QCP) as per clause 6.12.

Documentation and procedures of bidders may be subject to a Quality System Evaluation (QSE) by the Technical Authority during bid evaluation period.

Refer to Annex "I1" for Deliverables/Certifications.

6.8 Hazardous Waste

1. The Bidder acknowledges that sufficient information has been provided by Canada with respect to the location and estimated amount of hazardous materials such as asbestos, lead PCBs, silica or other hazardous materials or toxic substances.
2. The price includes all costs associated with the removal, handling, storage, disposal and/or working in the vicinity of hazardous materials such as asbestos, lead, PCBs, silica and other hazardous materials or toxic substances on board the vessel, including those costs resulting from the need to comply with applicable laws and regulations in relation to the removal, handling, disposal or storage of hazardous materials or toxic substances.
3. The completion date for the Work takes into account the fact that the removal, handling, storage, disposal and/or working in the vicinity of hazardous materials such as asbestos, lead, PCBs, silica and other hazardous materials or toxic substances may be affected by the need to comply with applicable federal, provincial and municipal laws or regulations and that this will not be considered to be an excusable delay.

6.9 Insurance Requirements

The Bidder must provide with its bid 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 this information is not provided with the bid it will render the bid non-responsive.

Refer to Annex "I1", Deliverables/Certifications.

6.10 Welding Certification

1. Welding must be performed by a welder certified by the Canadian Welding Bureau and in accordance with the requirements of the following Canadian Standards Association (CSA) standards:

- (a) CSA W47.1-03, Certification for Companies for Fusion Welding of Steel (Minimum Division Level 2.1); and
- (b) CSA W47.2-M1987 (R2003), Certification for Companies for Fusion Welding of Aluminum (Minimum Division Level 2.1).

The bidder shall submit proof of certification with the bid. The certification shall remain valid for the duration of the contract. If this information is not provided with the bid it will render the bid non-responsive.

Refer to Annex "I1" for Deliverables/Certifications.

6.11 List of Proposed Subcontractors

If the bid includes the use of subcontractors, the Bidder shall provide a list of all subcontractors including a description of the things to be purchased, a description of the work to be performed by specification section and the location of the performance of that work. The list should not include the purchase of off-the-shelf items, software and such standard articles and materials as are ordinarily produced by manufacturers in the normal course of business, or the provision of such incidental services as might ordinarily be subcontracted in performing the Work, i.e. subcontract work valued at less than \$ 5,000.00 aggregate for the project.

Refer to Annex "I1" for Deliverables/Certifications.

6.12 Quality Control Plan

At the time of bid closing the Bidder must submit to Canada an example of its Quality Control Plan (QCP) as applied on previous projects of the same nature.

Refer to Annex "I1" for Deliverables/Certifications.

6.13 Inspection and Test Plan

At the time of bid closing the Bidder must submit to Canada an example of an Inspection and Test Plan (ITP) complete with requirement and inspection reports as developed on previous projects of the same nature.

Refer to Annex "I1" for Deliverables/Certifications.

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 Requirement

The Contractor must:

- a) carry out the docking, maintenance and alterations of the Canadian Coast Guard Vessel CCGS Caribou Isle in accordance with the associated Technical Specifications detailed in the Requirement and attached as Annex "A".
- b) carry out any unscheduled work authorized by the Contracting Authority.

7.2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC). The manual is available on the following PWGSC website: (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>)

7.2.1 General Conditions

2030 (2012-03-02), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

2030 (2012-03-02) General Conditions Higher Complexity - Goods are hereby amended as follows:

Section 22 Warranty

1. The Contractor, if requested by Canada, must replace or repair at its own expense any finished work, excluding Government Issue incorporated in the Work, which becomes defective or which fails to conform to contract requirements as a result of faulty or inefficient manufacture, material or workmanship.
2. Despite acceptance of the finished work, and without restricting any other term of the Contract or any condition, warranty or provision imposed by law, the Contractor warrants that the following will be free from all defects and will conform with the requirements of the Contract:
 - (a) The painting of the underwater portion of the hull for a period of 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 365 days and multiplied by the number of days remaining in the warranty period. The resultant sum would represent the "Dollar Credit" due to Canada from the Contractor.

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

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

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

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

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

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

1031-2 (2008-05-12), Contract Cost Principles, apply and form part of the Contract.

7.2.2 Supplemental General Conditions

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

7.3 Term of Contract

7.3.1 Work Period - Marine

1. Work must commence and be completed as follows:

Commence: May 28, 2012

Complete: June 1, 2012

2. The Contractor agrees that the above time (the "Work Period") provides an adequate period to perform the subject work and absorb a reasonable amount of unscheduled work. The Contractor certifies that they have sufficient material and human resources allocated or available to complete the subject work and a reasonable amount of unscheduled work within the Work Period.

Canada has the right to delay the arrival of the Vessel at the Contractor's facility subject to the following conditions:

a) Canada gives 30 calendar days advance notice of a 15 day maximum delay.

The Contractor may claim no additional cost when arrival of the vessel at the Contractor's facility is delayed up to a maximum of 15 calendar days beyond the commencement date, above. The Completion Date shall be extended by a period equal to the length of the delay.

b) Canada does not provide 30 calendar days advance notice of a delay.

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The Completion Date shall be reasonably adjusted to reflect the impact of the delay on the arrival of the Vessel and Canada shall pay only the Daily Services Fee referred to in the Basis of Payment for the period of the delay.

7.4 Authorities

7.4.1 Contracting Authority

The Contracting Authority for the Contract is:

Paul Vandal
Department of Public Works and Government Services Canada (PWGSC)
Defence and Major Projects Sector
PWGSC, 6C2 Place du Portage, Phase III
11 Laurier Street,
Gatineau, Quebec, K1A 0S5
Tel: (819) 956-0645 Fax: (819) 956-0897
E-Mail - paul.vandal@pwgsc.gc.ca

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

7.4.2 Technical Authority

The Technical Authority for the Contract is:

Mehm Ko Ko Tun
Senior Vessel Maintenance Manager (Marine Engineering)
Canadian Coast Guard
Central and Arctic Region
520 Exmouth Street
Sarnia, Ontario
N7T 8B1
Telephone (519) 383-1888
Cell (519) 331-1943
Fax (519) 383-1990
E-mail: Mehm.Tun@dfm-mpo.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.

7.4.3 Inspection Authority

The Inspection Authority for the Contract is the Canadian Coast Guard.

Name will be determined at Contract Award

Name: _____
 Telephone: _____
 Cell: _____
 Fax: _____
 E-mail: _____

The Inspection Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for the inspection of the Work and acceptance of the finished work. The Inspection Authority may be represented on-site by a designated inspector and any other Government of Canada Inspector who may from time to time be assigned in support of the designated inspector.

7.5 Payment

7.5.1 Basis of Payment - Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price indicated in the Basis of Payment Annex " B" for the Known Work. Goods and Services Tax or Harmonized Sales Tax is extra, if applicable. Payment for unscheduled work shall be in accordance with Annex "B".

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Specifications, will be authorized or paid to the Contractor unless such design changes, modifications or interpretations have been authorized in writing, by the Contracting Authority prior to their incorporation in the Work.

7.5.2 Terms of Payment - Progress Payment

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 <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/1111.pdf>, Claim for Progress Payment, 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.

**7.5.3 Liens - Section 427 of the Bank Act
SACC Manual Clause H4500C (2010-01-11) Liens - Section 427 of the Bank Act**

**7.5.4 Limitation of Price
SACC Manual Clause C6000C (2011-05-16) Limitation of Price**

**7.5.5 Time Verification
SACC Manual Clause C0711C (2008-05-12) Time Verification**

7.6 Invoicing Instructions

The Contractor must submit invoices in accordance with the information required in Section 13 of 2030, General Conditions, Higher Complexity, Goods and Article 7.5 Payment and Article 7.6 Invoicing Instructions.

7.6.1 Invoices

1. Invoices are to be made out to:

Canadian Coast Guard
Marine Engineering
520 Exmouth Street
Sarnia, Ontario
N7T 8B1

And

The original invoice to be forwarded for verification to:

Public Works and Government Services Canada
Marine Systems Directorate
Defence and Major Projects Sector
11 Laurier Street, Place du Portage
Phase III, 6C2
Gatineau, Quebec
K1A 0S5
Attention: Paul Vandal

2. Canada will only make payment upon receipt of a satisfactory invoice duly supported by specified release documents and any other documents called for under the Contract.
3. The Contractor shall not submit an invoice prior to the completion and acceptance of the Work or shipment of the items to which it relates.

7.6.2 Invoicing Instructions - Progress Claim

1. The Contractor must submit a claim for payment using form PWGSC-TPSGC 1111 <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/1111.pdf>, Claim for Progress Payment.

Each claim must show:

- (a) all information required on form PWGSC-TPSGC 1111;
 - (b) all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
2. The Goods and Services Tax or Harmonized Sales Tax (GST/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.
 3. The Contractor must prepare and certify one original and two (2) copies of the claim on form PWGSC-TPSGC 1111, and forward it to the Contracting Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.

The Contracting Authority will then forward the original and two (2) copies of the claim to the Contracting Authority for certification and onward submission to the 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.

7.7 Certifications

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

7.8 Applicable Laws

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

7.9 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, , General Conditions - Higher Complexity - Goods
- (d) the General Conditions 1031-2, (2008-05-12), Contract Cost Principles;
- (e) Annex "A", Statement of Work;
- (f) Annex "B", Basis of Payment;
- (g) Annex "C", Insurance Requirements;
- (h) Annex "D", Warranty;
- (i) Annex "E", Procedure for Unscheduled Work;
- (j) Annex "F", Quality Control/Inspection;
- (k) Annex "G", Financial Bid Presentation Sheet;
- (l) Annex "H", Vessel Turnover
- (m) Annex "I", Deliverables/Certifications
- (n) the Contractor's bid dated _____ (insert date of bid), as amended _____ (insert date(s) of amendment(s) if applicable)

7.10 Insurance Requirements

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

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

The Contractor must forward to the Contracting Authority within **five (5) working days** after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.11 Limitation of Contractor's Liability for Damages to Canada

1. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees.

2. Whether the claim is based in contract, tort or another cause of action, the Contractor's liability for all damages suffered by Canada caused by the Contractor's performance of or failure to perform the Contract is limited to \$10 million per incident or occurrence to an annual aggregate of \$20 million for losses or damage caused in any one year of carrying out the Contract, each year starting on the date of coming into force of the Contract or its anniversary. This limitation of the Contractor's liability does not apply to:
- (a) any infringement of intellectual property rights;
 - (b) any breach of warranty obligations; or
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 Sub-contracts and Sub-contractor List

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

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

7.13 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.

7.14 Trade Qualifications

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

7.15 ISO 9001:2008 - Quality Management Systems

In the performance of the Work described in the Contract, the Contractor must comply with the requirements of:

ISO 9001:2008 - Quality management systems - Requirements, published by the International Organization for Standardization (ISO), current edition at date of submission of Contractor's bid.

The Contractor's quality management system must address each requirement contained in the standard, however, the Contractor is not required to be registered to the applicable standard.

7.16 Quality Control Plan

The Contractor must implement and follow the Quality Control Plan (QCP) prepared according to the latest issue (at contract date) of ISO 10005:2005 Quality management - Guidelines for quality plans, approved by the Inspection and the Technical Authority. The QCP 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 QCP.

The documents referenced in the QCP must be made available when requested by the Inspection Authority.

The Contractor must make appropriate amendments to the QCP throughout the term of the Contract to reflect current and planned quality activities. Amendments to the QCP must be acceptable to the Inspection Authority and the Technical Authority.

Refer to Annex "F" for details.

7.17 Inspection and Test Plan

The Contractor must in support of its Quality Control Plan (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 Inspection Authority to verify conformance to contract requirements. The Contractor must forward at his expense such technical data, test data, test pieces and samples to such location as the Inspection Authority may direct.

Refer to Annex "F" for details.

7.18 Equipment/Systems: Inspection/Test

Inspections, Tests and Trials of Equipment, Machinery and Systems shall be conducted in accordance with the Specification. The Contractor is responsible for performing, or having performed, all Inspections, Tests and Trials necessary to substantiate that the materiel and services provided conform to contract requirements.

Refer to Annex "F" for details.

7.19 Environmental Protection

The Contractor and its sub-contractors engaged in the Work on a Crown vessel must carry out the Work in compliance with applicable municipal, provincial and federal environmental laws, regulations and industry standards.

The Contractor must have detailed procedures and processes for identifying, removing, tracking, storing, transporting and disposing of all potential pollutants and hazardous material encountered, to ensure compliance as required above. The contractor must maintain in force their Environmental Protection procedures through the course of the contract.

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

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

7.20 Hazardous Waste

1. The Contractor acknowledges that sufficient information has been provided by Canada with respect to the location and estimated amount of hazardous materials such as asbestos, lead PCBs, silica or other hazardous materials or toxic substances.
2. The price includes all costs associated with the removal, handling, storage, disposal and/or working in the vicinity of hazardous materials such as asbestos, lead, PCBs, silica and other hazardous materials or toxic substances on board the vessel, including those costs resulting from the need to comply with applicable laws and regulations in relation to the removal, handling, disposal or storage of hazardous materials or toxic substances.
3. The completion date for the Work takes into account the fact that the removal, handling, storage, disposal and/or working in the vicinity of hazardous materials such as asbestos, lead, PCBs, silica and other hazardous materials or toxic substances may be affected by the need to comply with applicable federal, provincial and municipal laws or regulations and that this will not be considered to be an excusable delay.

7.21 Welding Certification

1. The Contractor must ensure that welding is performed by a welder certified by the Canadian Welding Bureau (CWB) in accordance with the requirements of the following Canadian Standards Association (CSA) standards:
 - (a) CSA W47.1-03, Certification for Companies for Fusion Welding of Steel (Minimum Division Level 2.1); and
 - (b) CSA W47.2-M1987 (R2003), 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 Technical Authority, 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.

7.22 Procedures for Design Change or Additional Work

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

In addition, refer to Annex "E".

7.23 Vessel Unmanned Refits

The vessel will be unmanned during the work period and will be considered to be out-of commission. The vessel during that period will be in the care or custody of the Contractor and under its control.

Refer to Annex "H" for details.

7.24 Pre-Refit Meeting

A Pre-Refit meeting will be convened and chaired by the Contracting Authority at the Contractor's facility at a time to be determined. At that meeting the contractor will introduce all its management personnel as per its organization chart, and Canada will introduce authorities. Details of ship's arrival and work commencement will be discussed.

7.25 Outstanding Work and Acceptance

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

Refer to Annex "H" for details of Acceptance Procedures and Reports.

7.26 Site Regulations

The Contractor must comply with all rules, instructions and directives in force on the site where the Work is performed.

7.27 Scrap and Waste Material

Despite any other provision of the Contract, scrap and waste materials other than accountable material, derived from the Contract, will revert to the Contractor as part of the Contract Price.

7.28 Stability

The Contractor will be solely responsible for the stability and trim of the ship during the period the vessel is in the Contractor's facility, including docking and undocking. The Contractor must maintain weight change information pertinent to the vessel's stability during the docking period. The Technical Authority will supply the Contractor with cross curves of stability, hydrostatic curves, tank status, location of centre of gravity, and other information relevant to the ship's condition upon handing over of the vessel.

7.29 Vessel Access by Canada

Canada reserves the right to have its personnel carry out limited work on equipment on board the vessel. This work will be carried out at times mutually acceptable to Canada and the Contractor.

7.30 Title to Property - Vessel

If the Contractor is in default in carrying any of its obligations under the Contract, Canada, or its agents, will have the immediate right to enter the shipyard, without first obtaining a court order, to take possession of the vessel and all other property of Canada, including, but not limited to, work-in-process located on the premises, and to perform any further work required to enable the vessel and other such property to be removed from the shipyard.

7.31 Workers Compensation

The Contractor must maintain its account in good standing with the applicable provincial or territorial Workers' Compensation Board for the duration of the Contract.

7.32 Dispute Resolution

The parties agree to follow the procedures below for the settlement of any disputes which may arise throughout the life of this Contract prior to seeking redress through court procedures:

- (a) Disputes arising from this Contract will in the first instance be resolved by the Contracting Authority and the Contractor's Contract Administrator within 15 working days or such additional time as may be agreed to by both parties.
- (b) Failing resolution under (a) above, the Manager of the Ship Refit Division (MD) of the Marine Systems Directorate at PWGSC and the Contractor's Representative Supervisor will attempt to resolve the dispute within an additional fifteen (15) working days.
- (c) Failing resolution under (a) or (b) above, the Senior Director of the Marine Systems Directorate at PWGSC, and the Contractor's Senior Management will attempt to resolve the dispute within an additional thirty (30) working days.
- (d) Notwithstanding the above procedure, either party may seek a decision through the courts at any time during the dispute.

7.33 Failure to Deliver

Time is of the essence of the Contract. Changes in the Completion date not caused by Canada are Contractor defaults, will prejudice Canada and are at the Contractor's expense. The Completion date will not be extended without consideration being provided by the Contractor acceptable to Canada in the form of adjustment to the price, warranty or services to be provided.

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7.34 Care, Custody and Control

Refer to Annex "H" and Supplemental General Conditions 1029 (2010-08-16) Ship Repairs Article 09 Where Vessel Out of Commission.

7.35 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.

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ANNEX A

Technical Specification

CCGS Caribou Isle Emergency Drydocking 2012

Specification No: Spec # 735.12 Rev. 1

Date: 2012-05-02

ANNEX B**BASIS OF PAYMENT PRICE**

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 Firm Price

A)	Known Work For work as stated in Article 7. 1, Specified in Annex "A" and detailed in the attached Pricing Data Sheets, for a FIRM PRICE of:	\$
B)	GST or HST as applicable of line a) only	\$
D)	Total Firm Price GST/HST Included:	\$

B2 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, consumables, and profit, plus net laid-down cost of materials to which will be added a mark-up of 10%, plus Goods and Services Tax or Harmonized Sales Tax, if 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."

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 below, will not be negotiated, but will be compensated for in accordance with B2.2.

B2.2: Allowance for Related Labour Costs such as: Management, all Supervision, Purchasing and Material Handling, Quality Assurance and Reporting, First Aid, Gas Free Certification Inspecting and Reporting, Estimating, and Preparing Unscheduled Work Submissions will be included as Overhead for the purposes of determining the Charge-out Labour Rate entered in line B2 above.

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.

Pro-rated Prices Unscheduled Work

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

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B3 Overtime

The Contractor must not perform any overtime under the Contract unless authorized in advance and in writing by the Contracting Authority. There will be no overtime payment for Known Work. Any request for payment must be accompanied by a copy of the overtime authorization and a report containing the overtime performed pursuant to the written authorization. Payment for authorized overtime will be calculated as follows:

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

The above premiums will be calculated by taking the average hourly direct labour rate premiums, plus certified fringe benefit, plus profit 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 Daily Services Fee

In the event of a delay in the performance of the Work that lengthens the Work period beyond the date specified in this Contract, and if such delay is recognized and agreed upon by the Contracting Authority as being attributable to Canada, Canada agrees to pay the Contractor the daily services fee, described below, for each day of such delay. This fee shall be the sole liability of Canada to the Contractor for the delay.

The firm daily services fee is:

(a) For a working day: \$ _____

(b) For a non-working day: \$ _____

The above fees shall include but not be limited to, all aspects of the following costs: Project Management Services, Administrative Support, Production Services, Quality Assurance, Material Support, Planned Maintenance and Ship Services, and all other resources and direct costs needed to maintain the Vessel at the Contractor's facility. These fees are firm and not subject to any additional charges for mark-up or profit.

B5 Vessel, Refit, Repair or Docking Cost

The following costs must be included in the price:

1. Ship Services: include all costs for ship services such as water, steam, electricity, etc., required for vessel maintenance for the duration of the Contract.
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. The Contractor is responsible for the performance of all subcontractors and FSRs.

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 Contractor will be responsible for the cost of any necessary modification of these facilities to meet applicable safety regulations.

B6 Pricing Data Sheets

Parameters from the Pricing Data Sheets will be used at Canada's sole discretion in the determination of unscheduled work price.

ANNEX C

INSURANCE REQUIREMENTS

C.1 Ship Repairers' Liability Insurance

1. The Contractor must obtain Ship Repairer's Liability Insurance and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$10,000,000 per accident or occurrence and in the annual aggregate.
2. The Ship Repairer's Liability insurance must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Environment Canada 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.

C.2 Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$10,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability Insurance policy must include the following:
 - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - (c) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - (d) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

(e) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.

(f) Employees and, if applicable, Volunteers must be included as Additional Insured.

(g) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)

(h) Notice of Cancellation: The Insurer will 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.

ANNEX D**WARRANTY****Warranty Procedures****1. Scope**

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

2. 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 INSPECTION AUTHORITY has the closest and most active involvement of the contracted work completed this agency must assume this role.

3. Procedures

a. Immediately it becomes known to the Ship's Staff that an equipment/system is performing below accepted standards or has become defective, the procedures for the investigation and reporting are as follows:

i. The vessel advises the Technical Authority when a defect, which is considered to be directly associated the refit work, has occurred.

ii. On review of the Specification and the Acceptance Document, the Technical Authority in consort with Ship's Staff is to complete the Tombstone Data and section 1 of the Warranty Claim Form Appendix 1 of Annex "D" and forward the original to the Contractor for review with a copy to the PWGSC Contracting Authority. If the PWGSC Contracting or INSPECTION AUTHORITY is unable to support warranty action, the Defect Claim Form will be returned to the originator with a brief justification. (It is to be noted that in the latter instance PWGSC will inform the Contractor of its decision and no further action will be required of the Contractor.

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

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

b. In the event that the Contractor disputes the claim as a warranty defect, or agrees to share, the contractor is to complete Part 2 and 3 of the Warranty Claim Form with the appropriate information and forward it to the Contracting Authority who will distribute copies as necessary.

c. When a warranty defect claim is disputed by the Contractor, the Technical Authority may arrange to correct the defect by in-house resources or by contracting the work out. All associated costs must be tracked and recorded as a possible charge against the contractor by PWGSC action. Material costs and manhours expended in correcting the defect are to be recorded and entered in Section 5 of the warranty defect claim by the Technical Authority who will forward the warranty defect claim to the PWGSC Contracting Authority for action. Defective parts of equipment are to be retained pending settlement of claim.

d. Defective equipment associated with potential warranty should not normally be dismantled until the Contractor's representative has had the opportunity to observe the defect. The necessary work is to be undertaken through normal repair methods and costs must be segregated as a possible charge against a contractor by PWGSC action.

4. Liability

a. Agreement between the Contracting Authority, INSPECTION AUTHORITY, Technical Authority and the Contractor will result in one of the following conditions:

i. The Contractor accepts full responsibility for costs to repair or overhaul under the warranty provisions of the contract;

ii. The Technical Authority accepts full responsibility for repair and overhaul of item concerned; or

iii. The Contractor and the Technical Authority agree to share responsibility for the costs to repair or overhaul the unserviceable item, in such cases the PWGSC Contracting Authority will negotiate the best possible sharing arrangement.

b. In the event of a disagreement as in paragraph 5c, PWGSC will take necessary action with the Contractor while the Technical Authority informs its Senior Management including pertinent data and recommendations.

c. The total cost of processing warranty claims must include accommodation and travel costs of the Contractor's employees as well as equipment/system down time and operational constraints. Accordingly, the cost to remediate the defect, in manhours and material, will be discussed between the Contracting/Inspection Authorities and the Technical Authority to determine the best course of action.

5. Alongside Period For Warranty Repairs and Checks

a. If at all possible, an alongside period for the vessel is to be arranged just before the expiration of the 90 day warranty period. This alongside period is to provide time for warranty repair and check by the contractor.

b. In respect to the underwater paint, should it become defective during the associated warranty period the contractor is only liable to repair to a value determined as follows:

"Original cost to Canada for painting and preservation of the underwater section of the hull, divided by 365 days and multiplied by the number of days remaining in the 365 days warranty period. The resultant would represent the 'Dollar Credit' due to Canada from the Contractor."

c. The Underwater paint system, before expiration of the warranty, should be checked by divers. The Technical Authority is to arrange the inspection and ensure that a representative of the Contractor will attend. The Technical Authority will inform the Contracting Authority of any adverse results.

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File No. - N° du dossier

018mdF2599-120084

CCC No./N° CCC - FMS No/ N° VME



Public Works and Government Services Canada

Travaux publics et Services gouvernementaux Canada

Warranty Claim Réclamation De Garantie

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

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

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

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

Date of Corrective Action - Date de modalité de reprise

Client Name and Signature - Nom et signature de client

Date

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

Signature – Signature

Date

ANNEX E

PROCEDURE FOR PROCESSING UNSCHEDULED WORK

1. Purpose

The Unscheduled Work Procedure has been instituted for the following purposes:

- a. To establish a uniform method of dealing with requests for Unscheduled Work;
- b. To obtain the necessary Technical Authority approval and Contracting Authority authorization before Unscheduled Work commences;
- c. To provide a means of maintaining a record of Unscheduled Work requirements including Serial Numbers, dates, and accumulated cost. The Contractor shall have a cost accounting system that is capable of assigning job numbers for each Unscheduled Work requirement so that each requirement can be audited individually.

2. Definitions

- a. An Unscheduled Work Procedure is a contractual procedure whereby changes to the scope of Work under the Contract may be defined, priced and contractually agreed to. Such changes may arise from;
 - i. "Work Arising" from opening up of machinery and/or surveys of equipment and material, or
 - ii. "New Work" not initially specified but required on the Vessel.
- b. The procedure does not allow for the correction of deficiencies in the Contractor's Bid.
- c. No unscheduled work may be undertaken by the Contractor without written authorization of the Contracting Authority except under emergency circumstances described in Sub. Paragraph 3(b).
Unscheduled Work
- d. Work undertaken without written Contracting Authority authorization will be considered the Contractor's responsibility and cost.
- e. The appropriate PWGSC form is the final summary of the definition of the Unscheduled Work requirement, and the costs negotiated and agreed to.

3. Procedures

- a. The procedure involves the electronic form PWGSC 1379 for refit and repair and will be the only form for authorizing all Unscheduled Work.
- b. Emergency measures required to prevent loss or damage to the Vessel which would occur if this procedure were followed, shall be taken by the Contractor on its own authority. The responsibility for the cost of such measures shall be determined in accordance with the terms and conditions of the Contract.

- c. The Technical Authority will initiate a work estimate request by defining the **Unscheduled Work** requirement. It will attach drawings, sketches, additional specifications, other clarifying details as appropriate, and allocate their Serial Number for the request.
- d. Notwithstanding the foregoing, the Contractor may propose to the Technical Authority in writing, either by letter or some type of Defect Advice Form (this is the Contractor's own form) that certain **Unscheduled Work** should be carried out.
- e. The Technical Authority will either reject or accept such Proposal, and advise the Contractor and Contracting Authority. Acceptance of the Proposal is not to be construed as authorization for the work to proceed. If required, the Technical Authority will then define the **Unscheduled Work** requirement in accordance with Sub. Paragraph 3.(c).
- f. The Contractor will electronically submit its Proposal to the Contracting Authority together with all price support, any qualifications, remarks or other information requested.
- The price support shall demonstrate the relationship between the scope of work, the Contractor's estimated costs and its selling price. It is a breakdown of the Contractor's unit rates, estimates of person hours by trade, estimate of material cost per item for both the contractor and all of its subcontractors including quotations, estimates of any related schedule impact and an evaluation of the contractor's time required to perform the **Unscheduled Work**.
- g. The Contractor shall provide copies of purchase orders and paid invoices for Subcontracts and/or materials, including stocked items, in either case. The Contractor shall provide a minimum of two quotations for Subcontracts or materials. If other than the lowest, or sole source is being recommended for quality and/or delivery considerations, this shall be noted. On request to the Contractor, the Contracting Authority shall be permitted, to meet with any proposed Subcontractor or material supplier for discussion of the price and always with the Contractor's representative present.
- h. After discussion between the Contracting Authority and the Contractor and if no negotiation is required, the Contracting Authority will seek Technical Authority confirmation to proceed by signing the form. The Contracting Authority will then sign and authorize the **Unscheduled Work** to proceed.
- i. In the event the Technical Authority does not wish to proceed with the work, it will cancel the proposed **Unscheduled Work** through the Contracting Authority in writing.
- j. In the event the negotiation involves a Credit, the appropriate PWGSC form will be noted as "credit" accordingly.
- k. In the event that the Technical Authority requires **Unscheduled Work** of an urgent nature or an impasse has occurred in negotiations, the commencement of the **Unscheduled Work** should not be unduly delayed and should be processed as follows, in either case. The Contractor will complete the appropriate PWGSC 1379 form indicating the offered cost and pass it to the Contracting Authority. If the Technical Authority wishes to proceed, the Technical Authority and the Contracting Authority will sign the completed PWGSC form with the notation, "CEILING PRICE SUBJECT TO DOWNWARD ADJUSTMENT", and allocate a Serial Number having the suffix "A". The work will proceed with the understanding that following an audit of the Contractor's actual costs for completing the described work, the cost will be finalized at the ceiling price or lower, if justified by the audit. A new PWGSC form will then be completed with the finalized costs, signed and issued with the same Serial Number without the suffix "A", and bearing a notation that this form is replacing and canceling the form having the same Serial Number with the suffix "A".

NOTE:

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PWGSC forms bearing Serial Numbers with a suffix "A" shall not to be included in any contract amendments, and therefore no payment shall be made until final resolution of the price and incorporation into the contract.

4. Amendment to Contract or Formal Agreement

The Contract will be amended from time to time in accordance with the Contract terms to incorporate the costs authorized on the appropriate PWGSC forms.

ANNEX F

QUALITY CONTROL/INSPECTION

F1 Quality Control Plan

The Contractor must implement and follow the Quality Control Plan (QCP) prepared according to the latest issue (at contract date) of ISO 10005:2005 quality management - Guidelines for quality plans, approved by the Inspection and the Technical Authority. The QCP 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 QCP.

The documents referenced in the QCP must be made available within two (2) working days when requested by the Inspection Authority.

The Contractor must make appropriate amendments to the QCP throughout the term of the Contract to reflect current and planned quality activities. Amendments to the QCP must be acceptable to the Inspection Authority and the Technical Authority.

F2 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 its Quality Control Plan. The ITP must be submitted to the Inspection Authority for review and amended by the Contractor to the satisfaction of the Inspection Authority.

- a. Each ITP must contain all inspection points identified in the Specification highlighting any mandatory points that must be witnessed by the Inspection Authority 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):

i. Prefixes for Inspections, Test and Trials:

- Prefix "1" is a Contractor inspection, i.e. 1H-10-01, 1H-10-02;
- prefix "2" is a Contractor post repair test, i.e. 2H-10-01; and
- prefix "3" is a Contractor post repair trial, i.e. 3H-10-01.

b. Specification items followed by assigned sequence numbers for inspection processes within each Specification Item; and

c. Cross reference to a verification document number

F3 Inspection and Test Plan Criteria:

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

a. All ITPs must be prepared by the Contractor in accordance with the above criteria, its Quality Plan, and must provide the following reference information:

- i. the ship's name;
- ii. the Specification 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 Specification;
- 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 Specification must be approved by the Inspection Authority.

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.

F4 Conduct of Inspection

1. Inspections must be conducted in accordance with the ITP and as detailed in F4.

2. The Contractor must provide its own staff or subcontracted staff to conduct inspections, tests and trials; excepting that Technical Authority or Inspection Authority personnel may be designated in the specifications, in which case the Contractor must ensure that its own staff are provided in support of such inspection/test/trial.

3. 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.

F5 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 its Quality Plan for this project.
2. The Contractor's QC representative (and the FSR when required) must sign as having witnessed the inspection, test or trial on the inspection record. The Contractor must forward originals of completed inspection records, together with completed test(s) and/or trials sheets to the Inspection Authority as they are completed.
3. Unsatisfactory inspection/test/trial results, for which corrective action cannot be completed during the normal course of the inspection/test/trial, will require the Contractor to establish and record the cause of the unsatisfactory condition to the satisfaction of the Inspection Authority. Canada representatives may assist in identification where appropriate.
4. Corrective action to remove cause of unsatisfactory inspections must be submitted to the Inspection Authority in writing by the Contractor, for approval before affecting such repairs and rescheduling of the unsatisfactory inspection/test/trial. Such notices must be included in the final records passed to the Inspection Authority.
5. The Contractor must undertake rectification of defects and deficiencies in the Contractor's installation or repair as soon as practicable. The Contractor is responsible to schedule such repairs at its own risk.
6. The Contractor must reschedule unsatisfactory inspections after any required repairs have been completed.
7. Quality Control, Inspection and Test records that substantiate conformance to the specified requirements, including records of corrective actions, must be retained by the Contractor for three (3) years from the date of completion or termination of the Contract and must be made available to the Inspection Authority upon request.

F6 Inspection and Trials Process

1. Drawings and Purchase Orders
 - a. Upon receipt of two (2) copies of each drawing or purchase order, the designated Inspection Authority will review its content against the provisions of the specification. Where discrepancies are noted, the Inspection Authority will formally advise all concerned, in writing using a Discrepancy Notice. The resolution of any such discrepancy is a matter for consultation between the Contractor and other Crown Authorities.

The Inspection Authority is NOT responsible for the resolution of discrepancies.

2. Inspection
 - a. Upon receipt and acceptance of the Contractor's ITP, inspection will consist of a number of Inspection Points supplemented by such other inspections, tests, demonstrations and trials as may be deemed necessary by the Inspection Authority to permit him to certify that the work has been performed in compliance with the provisions of the specification. The Contractor must be responsible for notifying the designated Inspection Authority of when the work will be available for inspection, sufficiently in advance to permit the designated Inspection Authority to arrange for the appropriate inspection.

b. The Inspection Authority will inspect the materials, equipment and work throughout the project against the provisions of the specification and, where non-conformances are noted, will issue appropriate

INSPECTION NON-CONFORMANCE REPORTS.

c. The Contract requires the implementation of a Quality Assurance/Quality Control system, so the Inspection authority must require that the Contractor provide a copy of its internal inspection report pertaining to a work item before conducting the requested inspection. If third party inspections are required by the Contract (e.g. inspections by a certified CWB 178.2 welding inspector), the reports of these inspections must be required before the Work is inspected by the PWGSC Inspection Authority.

d. The QA/QC system is a requirement, so if the documentation is presented to the Inspection Authority before an inspection stating that the Work is satisfactory but the Inspection Authority finds that the Work has not been satisfactorily inspected, the Inspection Authority must issue an Inspection Non-conformance Report against the Work and another against the failure of the Contractor's QA/QC system.

e. Before carrying out any inspection, the PWGSC Inspection Authority must review the requirements for the Work and the acceptance and/or rejection standards to be applied. Where more than one standard or requirement is called up and they are potentially conflicting, the Inspection Authority must refer to the order of precedence in the Contract to determine the standard or requirement to be applied.

3. Inspection Non-conformance report

a. An Inspection Non-conformance report will be issued for each non-conformance noted by the Inspection Authority. Each report will be uniquely numbered for reference purposes, will be signed and dated by the Inspection Authority, and will describe the non-conformance.

b. When the non-conformance has been corrected by the Contractor and has been re-inspected and accepted by the Inspection Authority, the Inspection Authority will complete the Report by adding an applicable signed and dated notation.

c. At the end of the project, the content of all Inspection Non-conformance Reports which have not been signed-off by the Inspection Authority will be transferred to the Acceptance Documents before the Inspection Authority's certification of such documents.

4. Tests, Trials, and Demonstrations

a. To enable the Inspection Authority to certify that the Work has been performed satisfactorily, in accordance with the Contract and Specifications, the Contractor must schedule, co-ordinate, perform, and record all specified Tests, Trials and Demonstrations required by the Inspection Authority.

b. Where the Specifications contain a specific performance requirement for any component, equipment, sub-system or system, the Contractor must test such component, equipment, sub-system or system to the satisfaction of the Inspection Authority, to prove that the specified performance has been achieved and that the component, equipment, sub-system or system performs as required by the specifications.

c. Tests, trials and demonstrations must be conducted in accordance with a logical, systematic schedule which must ensure that all associated components and equipment are proven before sub-systems demonstration or testing, and that sub-systems are proven before system demonstration or testing.

-
- d. Where the Specifications do not contain specific performance requirements for any component, equipment, sub-system or system, the Contractor must demonstrate such component, equipment, sub-system or system to the satisfaction of the Inspection Authority .
- e. The Contractor must submit its Inspection and Test Plan as detailed in F2.
- f. The Contractor must co-ordinate each test, trial and demonstration with all interested parties, including the Inspection Authority; Contracting and Technical Authorities; regulatory authorities; Classification Society; Sub-contractors; etc. **The Contractor must provide the Inspection Authority and other Crown Authorities with a minimum of five (5) working days notice of each scheduled test, trial, or demonstration.**
- g. The Contractor must keep written records of all tests, trials, and demonstrations conducted as detailed in F5. The Contractor may utilize the **PWGSC STANDARD TESTS & TRIALS RECORD SHEETS** which can be customized by the Contractor to suit individual test or trial requirements. These Record Sheets are available from the Inspection Authority in digital format.
- h. The Contractor must in all respects be responsible for the conduct of all tests and trials in accordance with the requirements of the Contract.
- i. The Inspection Authority and the Technical Authority reserve the right to defer starting or continuing with any sea trials for any reasonable cause including but not limited to adverse weather, visibility, equipment failure or degradation, lack of qualified personnel and inadequate compliance with safety standards.

ANNEX G**Financial Bid Presentation Sheet****G1 Price for Evaluation**

A)	Known Work For work as stated in Part 1 Clause 1.2, Specified in Annex "A" and detailed in the attached Pricing Data Sheets Appendix 1 of Annex "G", for a FIRM PRICE of:	\$
B)	<p>Unscheduled Work Contractor Labour Cost: Estimated labour hours at a firm Charge-out Labour Rate, including overhead and profit for evaluation purpose only: 100 person hours X \$_____ per hour for a PRICE of: See Article G2.1 and G2.2 below.</p> <p>Overtime premium for time and one half: Estimated hours for evaluation purposes only: 20 person hours X \$_____ per hour for a PRICE of: See Article G3 Below.</p> <p>Overtime premium for double time: Estimated hours for evaluation purposes only: 20 person hours X \$_____ per hour for a PRICE of: See Article G3 below.</p>	\$ \$ \$
C)	<p>Daily Service Fees for evaluation purpose only As per Clause G4</p> <p>i) Ten (10) working days X \$_____ firm daily service fee =\$_____</p> <p>ii) Four (4) non-working days X \$_____ firm daily service fee =\$_____</p>	\$
D)	<p>Vessel Transfer Cost as Per Clause G7</p> <p>Proposed shipyard / ship repair facility: _____</p>	\$
E)	<p>EVALUATION PRICE GST/HST excluded, [A + B + C+ D]:</p> <p>For an EVALUATION PRICE of (GST/HST excluded):</p>	\$

G2 **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, consumables, 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, of the total cost of material and labour. The firm hourly charge-out labour rate and the material mark-up will remain firm for the duration of the Contract and any subsequent amendments."

G2.1: Notwithstanding definitions or usage elsewhere in this document, or in the 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 G2.2 below, will not be negotiated, but will be compensated for in accordance with Note G2.2. It is therefore incumbent upon the bidder to have bid appropriately which will result in fair compensation, regardless of their Cost Management System.

G2.2: Allowance for Related Labour Costs such as: Management, all Supervision, Purchasing and Material Handling, Quality Assurance and Reporting, First Aid, Gas Free Certification Inspecting and Reporting, and Estimating and preparing unscheduled work Submissions will be included as Overhead for the purposes of determining the Charge-out Labour Rate entered in line G2 above.

G2.3: The 10% mark-up rate for materials will also apply to subcontracted costs. The mark-up rate includes any allowance for material and subcontract management not allowed for in the Chargeout Labour Rate. The Contractor will not be entitled to a separate labour component for the purchase and handling of materials or subcontract administration.

G3 **Overtime**

The Contractor must not perform any overtime under the Contract unless authorized in advance and in writing by the Contracting Authority. There will be no overtime payment for Known Work. Any request for payment must be accompanied by a copy of the overtime authorization and a report containing the overtime performed pursuant to the written authorization. Payment for authorized overtime will be calculated as follows:

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

The above premiums will be calculated by taking the average hourly direct labour rate premiums, plus certified fringe benefit, plus profit 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.

G4 Daily Services Fee

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, Canada agrees to pay the Contractor the daily services fee, described below, for each day of such delay. This fee shall be the sole liability of Canada to the Contractor for the delay.

The firm daily services fee is:

- (a) For a working day: \$ _____
- (b) For a non-working day: \$ _____

The above fees shall include but not be limited to, all aspects of the following costs: Project Management Services, Administrative Support, Production Services, Quality Assurance, Material Support, Planned Maintenance and Ship Services, and all other resources and direct costs needed to maintain the Vessel at the Contractor's facility. These fees are firm and not subject to any additional charges for mark-up or profit.

G5 Vessel, Refit, Repair or Docking Cost

The following costs must be included in the price:

1. Ship Services: include all costs for ship services such as water, steam, electricity, etc., required for vessel maintenance for the duration of the Contract.
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.

G6 Vessel Transfer Costs

1. The evaluation price must include the cost for transferring the vessel from its home port to the shipyard/ship repair facility where the Work will be performed and the cost of transferring the vessel to its home port following completion of the Work, in accordance with the following:

(a) The Bidder must provide the location of the shipyard/ship repair facility where it proposes to perform the Work together with the applicable vessel transfer cost from the list provided under paragraph 2 of this clause shall be entered into Table G1:

(b) If the list in paragraph 2 of this clause does not provide the shipyard/ship repair location where the Bidder intends to perform the Work, then the Bidder must advise the Contracting Authority, in writing, at least 2 calendar days before the bid closing date, of its proposed location for performing the Work. The Contracting Authority will confirm to the Bidder, in writing, at least 1 calendar day before the bid closing date, the location of the shipyard/ship repair and the applicable vessel transfer cost.

A bid that specifies a location for executing the Work which is not on the list of paragraph 2 of this clause, and for which a notification in writing has not been received by the Contracting Authority as required above, will be considered non-responsive.

2. List of shipyard/ship repair facilities and applicable vessel transfer costs

Vessel: CCGS Caribou Isle
Home port: Prescott, On

Transfer costs in the case of vessels transferred using a government delivery crew include the fuel cost at the vessel's most economical speed of transit and for unmanned refits only, crew transportation costs for the delivery crew based on the location of the vessel's home port and the shipyard/ship repair facility. Crew transportation costs do not include any members of the delivery crew who remain at the shipyard/ship repair facility in order to discharge project responsibilities related to the vessel being transferred.

Transfer costs in the case of vessels transferred unmanned by either commercial towing, railway, highway or other suitable means of transportation must be:

(i) included as part of the Bidder's financial bid in the case where the Bidder is responsible for the transfer; or

(iii) identified as the applicable vessel transfer cost, as given in the list below, in the case when Canada is responsible for the transfer.

Solicitation No. - N° de l'invitation

F2599-120084/A

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

F2599-120084

Amd. No. - N° de la modif.

File No. - N° du dossier

018mdF2599-120084

Buyer ID - Id de l'acheteur

018md

CCC No./N° CCC - FMS No/ N° VME

**Shipyard/ship repair facility
cost**

**Applicable vessel transfer
cost**

Company	City	Transfer Cost Manned
Heddle Marine	Hamilton	C\$3,985.00
Verreault Navigation Inc.	Les Mechins	C\$8,424.00
Industries Ocean Inc.	Isle-aux-Coudres, QC	C\$5,240.00
Port Weller Dry Docks	St. Catharines	C\$3,639.00

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ANNEX G - PRICING DATA SHEETS APPENDIX 1

Ref #	Spec. #	Description	Total Hours	Total Labour Cost	Total Material Cost	Total FSR& Sub-Contractors Cost	Total Firm Price	Unit Cost
3.0		SERVICES		\$	\$	\$	\$	
	3.6	Unit Rate/Kw.Hr for Consumption						\$
4.0		REPLACEMENT OF SHAFT SEALS						
	4.3.1	Shaft Seal Supply		\$	\$	\$	\$	
	4.3.2	Shaft Seal Installation		\$	\$	\$	\$	
	4.4	Proof of Performance		\$	\$	\$	\$	
	4.5	Deliverables		\$	\$	\$	\$	
		TOTAL		\$	\$	\$	\$	

ANNEX H

VESSEL CUSTODY

H1 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 CUSTODY OF FEDERAL GOVERNMENT SHIPS BY SHIPYARDS" (attached as Appendix 1 to this Annex "H") shall be completed as required and a copy passed to the INSPECTION AUTHORITY.
3. To facilitate this turnover, representatives of the Contractor and Canada shall confirm the condition of the vessel.
4. A vessel condition report shall be appended to the above noted certificate and shall 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 FEDERAL GOVERNMENT SHIPS BY THE CLIENT DEPARTMENT" (Attached as appendix 2 to this Annex H) shall be completed and a signed copy passed to Canada for distribution.

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File No. - N° du dossier

018mdF2599-120084

Buyer ID - Id de l'acheteur

018md

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

F2599-120084

CCC No./N° CCC - FMS No/ N° VME

ANNEX H - APPENDIX 1

ACCEPTANCE CERTIFICATE

ASSUMPTION OF CUSTODY OF CANADIAN GOVERNMENT SHIPS BY CONTRACTORS

ACCEPTANCE OF _____

1. The undersigned, on behalf of the Department of Canadian Coast Guard and of _____ acknowledge to have handed over and received respectively CCGS _____ 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 shall be considered as an addendum to this agreement; and shall 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) 2012.

AT _____ HOURS.

FOR: _____
(CONTRACTOR)

FOR: _____
Department of Canadian Coast Guard

WITNESSED BY: _____
PUBLIC WORKS AND GOVERNMENT SERVICES CANADA

Solicitation No. - N° de l'invitation

F2599-120084/A

Amd. No. - N° de la modif.

File No. - N° du dossier

018mdF2599-120084

Buyer ID - Id de l'acheteur

018md

CCC No./N° CCC - FMS No/ N° VME

F2599-120084

ANNEX H - APPENDIX 2

ACCEPTANCE CERTIFICATE

RESUMPTION OF CUSTODY OF CANADIAN GOVERNMENT SHIPS BY SHIPYARDS

ACCEPTANCE OF CCGS_____

1. The undersigned, on behalf of _____ and of the Department of Canadian Coast Guard, acknowledge to have handed over and to have received respectively the CCGS _____, said vessel 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, shall 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" Shall apply, and that responsibility for the care and protection of the said vessel shall revert to Canada.

SIGNED AT _____ PROVINCE _____ ON,

THE _____ DAY OF _____(Month) 2012.

AT _____ HOURS.

FOR: _____
(CONTRACTOR)

FOR: _____
Department of Canadian Coast Guard

WITNESSED BY: _____
PUBLIC WORKS AND GOVERNMENT SERVICES CANADA

ANNEX I DELIVERABLES/CERTIFICATIONS

I1 Mandatory Tender Deliverables Check List

Notwithstanding deliverable requirements specified within the bid solicitation and its associated Technical Specification (Annex A), mandatory deliverables that must be submitted with the Bidder's tender to be deemed responsive are summarized below.

The Bidder must submit a completed Annex "I1" Deliverables/ Certifications.

The following are mandatory and the Bidder's submission will be evaluated against the requirements as defined herein. The Bidder must be determined to be compliant on each item to be considered responsive.

Item	Description	Completed and Attached
1	Invitation To Tender document part 1 page 1 completed and signed;	
2	Completed Annex "G" Financial Bid Presentation Sheet", clauses G1 through G6;	
3	Completed Pricing Data Sheets, per clause 3.1 Section II, Annex "G", Appendix 1;	
4	Completed Annex "I1" Deliverables/Certifications;	
5	Changes to Applicable Laws (if any), as per clause 2.4	
6	Federal Contractors Program for Employment Equity, Complete section 5.2.1;	
7	Vessel Transfer Cost, as per clause 6.1 and Annex "G"	
8	Docking Facility Certificate, as per clause 6.2	
9	Proof of good standing with Worker's Compensation Board, as per clause 6.3	
10	Proof of valid Labor Agreement or similar instrument covering the work period, as per clause 6.4	
11	Preliminary Work Schedule , per clause 6.5;	
12	If Registered its Valid ISO 9001-2008 Certification, as per clause 6.6	
13	Insurance Requirements, as per clause 6.8	
14	Proof of welding certification, as per clause 6.9	
15	List of subcontractors, as per clause 6.10	
16	Example of its Quality Control Plan, as per clause 6.11	
17	Example of an Inspection and Test Plan as per clause 6.12	

I2 Deliverables after Contract Award

Item	Description	Reference	Due By
1	Insurance requirements as per Annex "C"	Clause 7.10 and Annex "C"	5 Working Days after contract award

CCGS Caribou Isle – Emergency Dry-Docking

Specification No: 735.12 Rev 1

Date: May 2, 2012

Prepared by Marine Engineering
520 Exmouth Street
Sarnia, ON
N7T 8B1

DO NOT MODIFY

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1.0 GENERAL NOTES

1.1 Identification

1.1.1 These General Notes describe the CCG requirements applicable to all accompanying Technical Specifications.

1.2 References

1.2.1 Applicable regulations and documentation:

FSSM Procedures	Title	Included Yes/No
7.B.2.	Fall Protection	
7.B.3	Hazard Prevention Program	
7.D.9	Entry Into Confined Spaces	
7.D.11	Hotwork	
7.D.19	Lockout and Tagout	
7.F.6	Handling, Storage & Disposal of Hazardous Material	
7.F.9	Paint and Other Coatings	
7.F.10	Controlling Halocarbon Use Aboard Ships	
7.F.12	Potable Water Quality	
10.A.2	Contractor Liability	
Ship Specific	Vessel Specific - Asbestos Management Plan	
Publications		
TP3177E	Standard for the Control of Gas Hazards in Vessels to be Repaired or Altered	
T127E	Transport Canada Marine Safety Electrical Standard	
IEEE 45	Recommended Practice for Electrical Installation on Ships	
70-000-000-EU-JA-001	Specification for the Installation of Shipboard Electronic Equipment	Available from: CCG/ITS
CSA W47.1	Certification of Companies for Fusion Welding of Steel Structures Division 2 Certification	
CSA W47.2	Certification of Companies for Fusion Welding of Aluminum	
CSA W59	Welded Steel Construction – Metal Arc Welding	
CSA W59.2	Welded Aluminum Construction	

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Acts		
CSA	Canada Shipping Act	
CLC	Canada Labour Code	
Regulations		
MOHS	Maritime Occupational Health and Safety	

1.3 Occupational Health and Safety

- 1.3.1 The Contractor and all sub-contractors shall follow Occupational Health and Safety (OHS) procedures in accordance with applicable federal and provincial OHS regulations ensuring that Contractor activities are carried out in a safe manner and do not endanger the safety of any personnel.
- 1.3.2 The Contractor and Contractor’s employees will not have access to the vessel’s washrooms and crew mess facilities. The Contractor shall provide the necessary amenities for the Contractor’s and sub-contractors employees as required.

1.4 Access to Worksite

- 1.4.1 The Contractor shall ensure the TA and CG staffs have unrestricted access to the worksite at all times during the contract period.

1.5 Workplace Hazardous Materials Information System (WHIMS)

- 1.5.1 The Contractor shall provide the TA with Material Safety Data Sheets (MSDS) for all Contractor supplied WHIMS controlled products.
- 1.5.2 The TA will provide the Contractor with access to MSD sheets for all controlled products on the ship for all specified work items.

1.6 Smoking in the Work Space

- 1.6.1 The Contractor shall ensure compliance with the Non- Smokers' Health Act. The Contractor shall ensure that every employer, and any person acting on behalf of an employer, shall ensure that persons refrain from smoking in any work space under the control of the employer. The Contractor shall ensure that there is absolutely no smoking onboard the vessel.

1.7 Clean and Hazard Free Worksite

- 1.7.1 Before the Contractor starts any work on the vessel the Contractor’s Quality Assurance Representative, the TA shall walk through each space and area where work is to take place, including access and removal routes and areas adjacent to those where the work is to be done as a result of this specification. The Contractor’s Quality Assurance

DO NOT MODIFY

Representative shall take digital pictures of each area showing the outfit therein and download the photos in JPG format onto a CD or DVD. Each picture shall be dated and labeled as to the location on the vessel. Copies of this CD or DVD are to be provided to the TA for reference purposes within 48 hours of the start of the contract.

- 1.7.2 The Contractor, during the work period shall maintain those areas of the vessel which Contractor personnel use to access those areas where work is to be undertaken, in a clean condition, free from debris and remove garbage daily.
- 1.7.3 Areas that pose a hazard as a result of the specification work are to be secured and clearly identified by the Contractor with signage to advise and protect all personnel from the hazard in accordance with applicable Canada Labour Code requirements.
- 1.7.4 Upon completion of this contract, the Contractor shall be responsible for the removal of all garbage generated from the work of this specification and for returning the vessel to the state of cleanliness in which the vessel was at the start of the contract period.
- 1.7.5 Once all known work and final clean-up has been completed the Contractor's QA Representative, the TA shall perform a 'walk through' of the vessel to view all areas where work was performed by the Contractor. Any deficiencies or damage noted shall be recorded and compared to the photos and if deemed to have been caused by the Contractor as a result of the work the damage shall be repaired by the Contractor at no cost to the Coast Guard.

1.8 Fire Protection

- 1.8.1 The Contractor shall ensure the isolation, removal and installation of fire detection and suppression systems or any components thereof, is performed by a qualified technician. When the fire detection or fire suppression system is deactivated or disabled by the Contractor during the contract, the system(s) shall be recertified by a qualified technician as fully functional. A signed and dated original copy of the certificate shall be delivered to the TA before the end of the contract.
- 1.8.2 The Contractor shall notify the TA and obtain written approval from the TA prior to disturbing, removing, isolating, deactivating / disabling or locking out any part of the fire detection or suppression systems, including heat and smoke sensors.
- 1.8.3 The Contractor shall ensure protection against fire at all times including when working on the ship's fire detection and / or suppression system(s). This may be accomplished as suggested below and only with the written permission of the TA:
 - Disabling only one portion of a system at a time;
 - By maintaining system function using spares while work is in progress;
 - Other means acceptable to and approved by the TA.
- 1.8.4 The Contractor shall note that failure to take the necessary precautions while performing work on the vessel's fire suppression system(s) could result in the accidental discharge of the fire suppression agent(s). The Contractor shall recharge and certify at his cost, container(s) or systems that are discharged as a result of such work.

DO NOT MODIFY

1.9 Touch-up / Disturbed Paint

- 1.9.1 Unless stated otherwise the Contractor shall supply and apply two coats of marine primer compatible with the vessel's existing coating system to all new and/or disturbed metal surfaces.
- 1.9.2 The Contractor shall prepare all new and disturbed steelwork to the paint manufacturer's standards prior to painting.

1.10 NOT USED

1.11 Regulatory Inspections and/or Class Surveys

- 1.11.1 The Contractor shall contact, coordinate and schedule all regulatory inspections and/or class surveys by the applicable authority: i.e. TCMS, HC, Environment Canada or others as required by the specification.
- 1.11.2 Any documentation generated by the above inspections and/or surveys to show that the inspections and/or surveys were conducted (i.e. original signed and dated certificates) shall be provided to the TA.
- 1.11.3 The Contractor shall not substitute inspection by the TA for the required regulatory inspections or class surveys.
- 1.11.4 The Contractor shall provide timely advance notification (minimum of 24 hours) of scheduled regulatory inspections and/or class surveys to the TA so they may witness the inspection.

1.12 Documentation

- 1.12.1 Prior to the close of contract, the Contractor shall submit original hard copies and PDF copies of all requested readings, reports and other documentation to the TA. Hard copies shall be typewritten on Contractor, sub-Contractor or Manufacturer's letterhead, signed by the originator, bound in standard 3-ring binders and indexed by specification number. PDF copies shall be emailed as scanned originals.
- 1.12.2 Recorded dimensions shall be to a precision of three decimal places (unless otherwise stated) in the measuring system currently in use on the vessel.
- 1.12.3 The Contractor shall provide to the TA current and valid calibration certificates for all instrumentation used during specified tests and trials.

1.13 Contractor Supplied Materials and Tools

- 1.13.1 The Contractor shall ensure all materials are new and unused.
- 1.13.2 The Contractor shall ensure replacement material such as jointing, packing, insulation, small hardware, oils, lubricants, cleaning solvents, preservatives, paints, coatings etc. are in accordance with the equipment manufacturer's drawings, manuals and/or instructions.

DO NOT MODIFY

- 1.13.3 Where no particular item is specified or where substitution shall be made, the TA shall approve the substituted item in writing. The Contractor shall provide information about materials used, certificate of grade and quality of various materials to the TA prior to use.
- 1.13.4 The Contractor shall provide all equipment, devices, tools and machinery such as crane, staging, scaffolding and rigging necessary for the completion of the work in this specification.
- 1.13.5 The Contractor shall provide waste disposal services for any oil, oily waste or other hazardous or controlled waste generated by the work of this specification. The Contractor shall provide waste disposal certificates for all of the above generated waste and the disposal certificates shall indicate that the disposal was in accordance with Federal, Provincial and Municipal regulations in effect.

1.14 Government Supplied Materials & Tools

- 1.14.1 All tools are Contractor supplied unless otherwise stated in the technical specifications.
- 1.14.2 Where tools are supplied by the TA they shall be returned by the Contractor in the same condition as when they were borrowed. Borrowed tools shall be inventoried and signed for by the Contractor on receipt and return to the TA.
- 1.14.3 Any Government supplied material (GSM) shall be received by the Contractor and stored in a secure warehouse or storeroom having a controlled environment appropriate for the equipment as per manufacturer's instructions.

1.15 Restricted Areas

- 1.15.1 The Contractor shall not enter the following areas except to perform work as required by the specifications: all cabins, offices, workshops, Engineers' office, Wheelhouse, Control Room, all washrooms, Galley, Mess Rooms, Lounge areas and any other areas restricted by signage.
- 1.15.2 The Contractor shall give the TA 24 hours advance notice prior to working in any accommodation areas or office spaces. This will allow CCG adequate time to move personnel and secure the areas.

1.16 Contractor Inspections and Protection of Equipment and the Worksite

- 1.16.1 The Contractor shall coordinate an inspection with the TA on the condition and location of items to be removed prior to carrying out the specified work or to gain access to a location to carry out the work.
- 1.16.2 Any damage incurred as a result of the Contractor's work and that is attributable to the Contractor's work performance shall be repaired by the Contractor at his expense. Materials used in any replacement or repairs shall meet the criteria for Contractor supplied material noted above in section Contractor Supplied Materials and Tools.

DO NOT MODIFY

- 1.16.3 The Contractor shall protect all equipment and surrounding areas from damage. Work areas are to be protected from the ingress of water, welding and blasting grit etc. Temporary covers to work areas shall be installed.
- 1.16.4 The Contractor shall protect the vessel from the possibility of vermin infestation (insect/mammal). If an infestation does occur during the contract period the Contractor shall bear all costs to ensure the vessel is made vermin free before the vessel's departure and contract completion.

1.17 Recording of Work in Progress

- 1.17.1 The TA may record any work in progress using various means including, but not limited to photography and video, digital or film.

1.18 List of Confined Spaces

- 1.18.1 The Contractor may request a list of the vessel's identified confined spaces at the Pre-Refit meeting.

1.19 Lead Paint and Paint Coatings

- 1.19.1 The Contractor shall not use lead based paints.
- 1.19.2 CG ships have been painted with lead based paints in the past and as a result some of the Contractor's processes such as grinding, welding and burning may release this lead from the coatings. The Contractor shall ensure that coatings in the affected work areas are tested for lead content and that the work is performed in accordance with applicable Federal and Provincial regulations.
- 1.19.3 The Contractor shall provide HC product approval for underwater hull surface paints controlled by HC and the Pest Management Regulatory Agency.

1.20 Asbestos Containing Materials

- 1.20.1 The Contractor shall not use any asbestos containing materials.
- 1.20.2 Handling of any asbestos containing materials shall be performed by personnel trained and certified in the removal of asbestos in accordance with Federal, Provincial and Municipal regulations in effect and in accordance with the Fleet Safety and Security Manual. The Contractor shall provide the TA with disposal certificates for all asbestos containing material removed from the vessel indicating that the disposal was in accordance with Federal, Provincial and Municipal regulations in effect.

1.21 Removed Materials and Equipment

- 1.21.1 All removed equipment as a result of this specification shall remain the property of the Coast Guard unless otherwise instructed in the specification sections.

DO NOT MODIFY

1.22 Welding Certification

- 1.22.1 For any work requiring the application of fusion welding for steel structures the Contractor and/or the sub-contractor welders shall be certified by the Canadian Welding Bureau in accordance with CSA Standards W47.1-03, latest revision – Certification of Companies for Fusion Welding of Steel Division 2 Certification as a minimum. Current copies of certification (including those of the welders) shall be provided to the TA.

1.23 Electrical Installations

- 1.23.1 All electrical installations and repairs shall be carried out in accordance with the latest revisions of Transport Canada Marine Safety Electrical Standard TP127E and IEEE Standard 45 Recommended Practice for Electrical Installation on Ships.

DO NOT MODIFY

2.0 VESSEL PARTICULARS

Name: CCGS Caribou Isle
Type: Twin Screw, Buoy Tender/Re-Supply
Class: Near Coastal Class II
Year Built: 1985

Principal Dimensions:

Gross Tonnage :92.08 t
Net Tonnage :35.98 t
Construction Type :CARVEL/FLUSH
Construction :Material Steel
Vessel Length :22.13 m
Vessel Breadth :6.00 m
Vessel Depth :2.4 m

Propulsion: Twin screw, Controllable Pitch Propeller, General Motors Detroit Diesel,
2X 318KW

DO NOT MODIFY

3.0 SERVICE

3.1 General

- 3.1.1 The Contractor shall supply the following services to the vessel for the entire work period and disconnect upon completion of the work period. The Contractor shall be responsible for the re-establishment of services if the vessel is moved during the work period.
- 3.1.2 Each of the services noted below shall be separately priced in the Contractor's submitted bid.
- 3.1.3 The Contractor shall be responsible for supplying all material, hoses, cables etc. and labour required to connect and disconnect the services to the vessel. Unless otherwise stated these services shall be available 24 hours a day 7 days a week for the entire contract period.
- 3.1.4 All staging, cramage, screens, lighting and any other support services, equipment and materials necessary to carry out the work identified in these specifications shall be Contractor supplied.

3.2 Berthing

- 3.2.1 The berthing and mooring facilities shall be suitable for a vessel of this size in local weather / tide / sea conditions. Fenders shall be supplied by the Contractor to prevent the vessel from contacting the wharf in local weather / tide / sea conditions.
- 3.2.2 The length of the dock shall be a minimum of 90% of the length of the vessel (LOA).
- 3.2.3 During the contract period, when the ship is not in the dry dock, the ship shall be berthed at the Contractor's wharf at a safe and secure location with a minimum clearance of one meter under the vessel at extreme low water level conditions to ensure the vessel will not touch bottom.
- 3.2.4 The Contractor shall be responsible for all movements of the vessel, including berthing and mooring of the vessel for the contract period and arrangements and costs for line handlers, tugs and pilots.

3.3 Mooring Lines

- 3.3.1 The Contractor shall be responsible for providing the necessary mooring lines and labour required to secure the vessel alongside the facilities. Ship's mooring lines are not to be used.

3.4 Gangways

- 3.4.1 Contractor shall supply the labour and services required for the installation and removal of one gangway, complete with handrails, safety nets and lighting for the duration of the contract while the vessel is moored.

DO NOT MODIFY

3.4.2 Any movement of the gangway required by the Contractor will be at the expense of the Contractor.

3.5 Not Used

3.6 Electrical Power

3.6.1 The Contractor shall be responsible for supplying 600 Volt Alternating Current, 3 phase 4 wire with a floating neutral, 60 Hertz, 100 Ampere service electrical power for the duration of the contract.

3.6.2 The vessel's shore power cable and associated plug connection may be used by the Contractor. However, the Contractor is responsible to replace the entire length of cable with an equal quality, size and length of cable should the shore power cable be damaged during the contract period. Damage to the shore power cable also includes damage to the plug-in connections which shall be replaced if damaged. Splicing any section of the cable is not acceptable.

3.6.3 The Contractor shall be responsible for ensuring that the correct phase rotation on a 3 – phase system is established prior to energizing the ship's distribution system. Any changes to the ship's power system to accommodate the Contractor supplied shore power connections shall be returned to the original setup by the Contractor upon the disconnection of the Contractor supplied power cable and equipment. All work shall be carried out by certified electricians.

3.6.4 The Contractor shall supply all power to the vessel through a Contractor supplied kilowatt-hour meter. The Contractor shall read the kilowatt-hour meter when the connection is made and once again when the power is disconnected. Both readings of the meter shall be witnessed by the TA. The Contractor shall provide a calibration certificate for the kilowatt-hour meter.

3.6.5 The Contractor shall supply a price quote per kilowatt-hour for electrical power for the duration of the work period.

3.6.6 Final price for this item shall be determined at the end of the contract once the meter has been read. The final power consumption total shall be adjusted up or down by PWGSC 1379 action.

3.7 Not Used

3.8 Fire Main Charging Service

3.8.1 The Contractor shall supply a separate and continuous uninterrupted water supply through isolation valves via a calibrated pressure regulator to the ship's fire main system. Supply pressure shall be at 80 to 110 psig. Pressure shall be maintained at all times to the vessel. The isolation valves shall be Contractor supply and install in a double block and drain valve arrangement.

DO NOT MODIFY

3.9 Not Used

3.10 Not Used

3.11 Not Used

3.12 Not Used

3.13 Vessel Security during Quiet Hours

3.13.1 The Contractor shall maintain security for the vessel outside of Contractor regular scheduled work hours.

3.13.2 In the event of any ‘hot work’ procedures being carried out during the day, surveillance rounds shall be carried out hourly for at least 3 hours in the surrounding area of the hot work after the beginning of quiet hours.

3.13.3 If the Contractor has additional work shifts scheduled for the vessel during the contact period, the Contractor may start the surveillance rounds at the end of the last shift, recognizing that the Contractor is fully responsible for the safety and security of the vessel at all times.

3.13.4 The Contractor shall provide a Log Book on the vessel which shall contain the printed name and signature of the security staff upon completion of each round. The Log Book shall be available at all times for viewing by the TA.

3.14 Parking at Contractor’s Facility

3.14.1 The contractor shall provide 3 parking spaces for exclusive use of the TA and Project Team for duration of the contract period.

3.15 Not Used

3.16 Dry-Docking

3.16.1 The Contractor shall supply all labor, materials and facilities required for the berthing, mooring, dry-docking and storage of the vessel.

3.16.2 The Contractor shall prepare dry-docking blocks and necessary shoring to maintain the true alignment of the vessel’s hull and machinery throughout the docking period.

3.16.3 The vessel shall be dry-docked such that all docking plugs, transducers, anodes and sea inlet grids are clear and accessible. A minimum clearance of 1.3 meters (4 feet) shall be available below the keel and the dry-dock. If any hull fittings are covered, the Contractor shall be responsible for all labor and materials required for making alternative arrangements to drain tanks and/or move blocks to gain access to areas of specified work.

3.16.4 The Contractor shall provide a ground cable between the vessel and the dock while the vessel is dry-docked as per TCMS Ship Safety Bulletin 6/89.

DO NOT MODIFY

- 3.16.5 The Contractor shall supply and erect at least one vessel access-way in compliance with WCB regulations for the duration of the docking period. The Contractor shall be responsible for the safe maintenance of the access-way.
- 3.16.6 The Contractor shall advise the Technical Authority of the details of any major changes in the distribution of weights on the vessel while the vessel is dry-docked. This information shall be given to the Technical Authority prior to close of contract.

DO NOT MODIFY

4.0 REPLACEMENT OF SHAFT SEALS

4.1 Identification

- 4.1.1 This vessel is fitted with a Heimdal Controllable Pitch Propeller.
- 4.1.2 The Contractor shall replace both shaft seals with Contractor supplied shaft seals.

4.2 Reference

4.2.1 Drawings

Drawing Number	Description	Electronic Number
C46100lp1	Line Plan	
C46111ga1	General Arrangement	
C46127ma1	Shafting Arrangement	
C46151wi1	Steering System	
C46152ma1	Rudder Arrangement	
C46153ma1	Steering Gear Arrangement	
C46179dp1	Docking plan	

4.2.2 Regulations

- 4.2.2.1 Canada Shipping Act 2001: Marine Machinery Regulation

4.2.3 Shaft Seal Supplier

Simplex Americas LLC
Justin Fretz
908-751-5235
20 Bartles Corner Road
Flemington, New Jersey 08822 USA
www.simplexamericas.com

4.3 Technical

4.3.1 Shaft Seal Supply

- 4.3.1.1 The Contractor shall procure and supply two new Model Type SiC-P size 105 SIMPLAN shaft seals from Simplex Americas LLC. Shaft seals shall be ordered machined for the 108 mm shaft diameter of the tail shafts for the Caribou Isle. Shaft seals shall also be ordered with a pre-drilled/blank mounting flange plate. This plate will be factory pre-drilled to accept the new SIMPLAN shaft seals and shall be a blank that the Contractor will have to drill to the existing bolt hole pattern of the fitted stern tube flange on the CCGS Caribou Isle. A SIMPLAN Tool Kit 60-180 shall also be supplied for the installation and maintenance of the seals. Seals are stock off the shelf units and are available within 2 days of placing order.

DO NOT MODIFY

4.3.2 Shaft Seal Installation

- 4.3.2.1 All applicable safety precautions including equipment lock outs and tag outs shall be implemented prior to the start of work. Care shall be exercised to prevent the accidental release of any fire suppression systems. If this does occur, it shall be repaired by the Contractor at the Contractor's expense.
- 4.3.2.2 The Contractor shall disconnect and remove both rudders to facilitate the withdrawal of the shafts to a sufficient length to allow for the removal and replacement of the shaft seals.
- 4.3.2.3 The Contractor shall disconnect and remove the shaft coupling from the shafts and C.P.P control rods. Care shall be exercised to ensure that measurements are taken such that the control rods and CPP propeller settings can be re-established upon assembly.
- 4.3.2.4 The Contractor shall disconnect and remove the shaft seals type (John Crane, Manebar, 108 mm, Type EL). The complete shaft seals shall be removed from the sterntube and all remaining gaskets and gasket cement shall be cleaned from the mating surfaces of the stern tube flange.
- 4.3.2.5 The Contractor shall verify the trueness of the stern tube flange to the shaft line. This shall be recorded in four places radially around the shaft. These readings shall be recorded and passed to the TA.
- 4.3.2.6 After shaft removals the Contractor shall afford the TA the opportunity to visually inspect the shafts. The shafts have the following dimensions: 4.561 m (14 ft. 11 inches) long; diameter is 108 mm (4.25 inches) and should there be any need to address shaft deficiencies, this will be done under 1379 action.
- 4.3.2.7 The Contractor shall install new Contractor supplied shaft seals. The shaft seals shall be installed in accordance with the manufacturer's installation instructions. Care shall be exercised when the shafts are re-installed to prevent any damage to the emergency air boot seals. The new shaft seals **DO NOT** have the same bolt pattern as the existing seals. The new shaft seals shall be supplied with a mounting plate that will need to be drilled to accommodate the bolt hole pattern of the existing stern tube. The Contractor shall verify the measurements of the existing stern tube flange bolt pattern on the vessel prior to drilling the new shaft seal mounting plate.
- 4.3.2.8 The shaft seals shall be installed with new Contractor supplied gaskets and gasket sealant between the shaft seal mounting plate and the stern tube flange and the shaft seal.
- 4.3.2.9 The Contractor shall re-connect the shaft lines and establish the working condition of the CPP systems.
- 4.3.2.10 The Contractor shall reconnect the rudders. Hardening up of the rudder nuts shall be witnessed by the TA.

DO NOT MODIFY

4.4 Proof of Performance

- 4.4.1 The Contractor shall set to work the CPP systems for each shaft line. This shall include testing the forward and astern movement of the propeller blades and ensuring that the angle of the blades matches that of the indicators. The Contractor shall be responsible for adjustments to achieve the as delivered condition of the systems prior to work starting.
- 4.4.2 The Contractor shall verify that both rudders are connected correctly and that the rudders and rudder angle indicators are lined up correctly and that the rudders are moving hard over to hard over as required and are not hitting the mechanical stops.
- 4.4.3 The Contractor shall verify that both shaft seal emergency boots can be inflated properly and that the shaft seals themselves are running true and are sealing correctly. This shall be verified as soon as the vessel is launched or the dock is flooded.
- 4.4.4 The Contractor shall conduct a dock trial where the both the rudders and CPP systems are tests. CPP systems shall be tested for correct operation in the ahead and astern directions.
- 4.4.5 Upon successful completion of the dock trial a 1 hour sea trial shall be conducted to verify the normal operation of all systems.

4.5 Deliverables

- 4.5.1 The Contractor shall provide the following information to the TA prior to the close of the contract:
- Readings as taken in 4.3.2.5 for both shaft lines;
 - As fitted drawings of the bolt hole circle used to mount the new shaft seals to the existing stern tube flange.
 - SIMPLAN Tool Kit 60-180 shall be supplied to the TA upon completion of seal installation;
 - SIMPLAN Seal drawings for the SiC-P seals installed;
 - SIMPLAN installation and maintenance instructions for supplied seals;
 - Kilowatt hour meter readings at connection and at disconnection;
 - Requirements of section 1.7.1;

DO NOT MODIFY

5.0 LIST OF ACRONYMS

CA	Contract Authority (PWGSC)
CCG	Canadian Coast Guard
CLC	Canada Labour Code
CSM	Contractor Supplied Material
CSA	Canadian Standards Association
CWB	Canadian Welding Bureau
DFO	Department of Fisheries and Oceans
FSSM	Fleet Safety & Security Manual (CCG)
FSR	Field Service Representative
GSM	Government Supplied Materials
HC	Health Canada
IEEE	Institute of Electrical and Electronic Engineers
LOA	Length Over All
MSDS	Material Safety Data Sheet
OHS	Occupational Health and Safety
PWGSC	Public Works and Government Services Canada
SSMS	Safety & Security Management System
TBS	Treasury Board of Canada Secretariat
TCMS	Transport Canada Marine Safety
TA	Technical Authority – Owner’s Representative (CCG)
WCB	Worker’s Compensation Board
WHMIS	Workplace Hazardous Material Information System