

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

**INVITATION TO TENDER**  
**APPEL D'OFFRES**

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

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

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

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

**Comments - Commentaires**

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

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

<b>Title - Sujet</b> HMCS VICTORIA - MOTOR BEARINGS	
<b>Solicitation No. - N° de l'invitation</b> W3555-136432/A	<b>Date</b> 2012-09-15
<b>Client Reference No. - N° de référence du client</b> W3555-136432	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$XLV-176-6020
<b>File No. - N° de dossier</b> XLV-2-35181 (176)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2012-10-02</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Pacific Daylight Saving Time PDT	
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Godin, Andre	<b>Buyer Id - Id de l'acheteur</b> xlv176
<b>Telephone No. - N° de téléphone</b> (250) 363-3152 ( )	<b>FAX No. - N° de FAX</b> (250) 363-3960
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE SEE HEREIN	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The bid solicitation is divided into seven parts plus attachments and 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;
- 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, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Insurance Requirements, Inspection/Quality Assurance/Quality Control, Warranty, Project Management Services, Security Requirements Check List and Financial Bid Presentation Sheet.

### **1.2 Summary**

1. The Statement of Work is as follows:
  - (a) To Carry out the removal and installation of new white metal with final re-surfacing of eight (8) main electric motors bearing for the HMCS Victoria for the Department of National Defence (DND) in accordance with the associated Technical Specifications detailed in the Statement of Work and Project Management Services attached as Annexes A and H. For specifications, drawings, test sheets, annexes and appendices, bidders are requested to contact the Contracting Authority identified in the bid solicitation.
  - (b) any approved unscheduled work not covered in the above paragraph (a).
2. The sourcing strategy related to this work is subject to the Agreement on Internal Trade. The work is exempt from the North American Free Trade Agreement (NAFTA), see Chapter Ten Annex 1001.2b Paragraph 1, and the World Trade Organization Agreement on Government Procurement (WTO-AGP), see Annex 4.

### **1.3 Debriefings**

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

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## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

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

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

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

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

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

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

## 2.2 Submission of Bids

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

## 2.3 Enquiries - Bid Solicitation

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

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

## 2.4 Applicable Laws

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

## 2.5 Bidders' Conference

A Bidders' Conference will be held at Fleet Maintenance Facility Cape Breton Department of National Defence, PO Box 17000, Station Forces, Victoria, BC V9A 7N2, on September 25, 2012. All bidders are to check at the yard gate and have photo identification. The bidders will be escorted to the bid conference room. All bidders are to be present at the gate 15 minutes prior to the conference set time.

The conference will begin at 1000, in Building D250 (FMFCB), 2nd floor Conference Room. The scope of the requirement outlined in the bid solicitation will be reviewed during the conference and questions will be answered. It is recommended that bidders who intend to submit a bid attend or send a representative.

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

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

## **2.6 Equipment viewing**

After the Bidder conference, equipment viewing will proceed at Door 14 Building 250 Dockyard. The equipment viewing will allow bidders to view the bearing set configuration.

## **2.7 Multiples Deliveries**

### **1) Deliveries:**

- a) First delivery: 4 (four) bearing sets must be ready for pick up on or before prior October 26, 2012.
  - b) Second delivery: 4 (four) bearing sets must be ready for pick on or before prior November 16, 2012
2. By submitting a bid, the Bidder certifies that they have sufficient material and human resources allocated or available and that the above work period is adequate to both complete the known work and absorb a reasonable amount of unscheduled work.

## **2.8 NOT USED - Docking Facility**

## **2.9 List of Proposed Subcontractors**

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

## **2.10 Quality Plan - Solicitation**

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

must identify them and also identify when, how and by whom they will be prepared and approved.:

Statement of work-EDN-12-12359

### **2.11 Inspection and Test Plan**

Before contract award and within *five (5)* working days of written notification by the Contracting Authority the Bidder will be required to provide an Inspection Plan for the specifications.

Statement of work-EDN-12-12359

### **2.12 NOT USED-Vessel Refit, Repair and Docking - Cost**

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## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

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

**Section I:** Technical Bid one (1) copy

**Section II:** Financial Bid one (1) copy.

**Section III:** Certifications one (1) 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**

In their technical bid, bidders must ensure compliance with all Mandatory Technical Criteria as detailed in Article 4.1.1.1.

#### **Section II: Financial Bid**

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

Solicitation No. - N° de l'invitation

W3555-136432/A

Amd. No. - N° de la modif.

File No. - N° du dossier

XLV-2-35181

Buyer ID - Id de l'acheteur

xlv176

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

W3555-136432

CCC No./N° CCC - FMS No/ N° VME

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### **Section III: Certification Requirements**

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

#### **3.1.2 SACC CLAUSE**

C0417T    Unscheduled Work and Evaluation Price    2008-05-12

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## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

Responses to this Invitation to Tender will be examined as follows:

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

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

#### **4.1.1 Technical Evaluation.**

All bids must be completed in full and provide all of the information requested in the bid solicitation in order for a full and complete evaluation to be done.

##### **4.1.1.1 Mandatory Technical Criteria**

All details of the services contained in the Statement of Work, attached at Annex A are mandatory. In order for a Bidder's submission to be found responsive, the Bidder must demonstrate in their Technical bid that the services being offered meet or exceed all the technical specifications as stated and that there are no deviations.

#### **4.1.2 Financial Evaluation**

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

### **4.2 Basis of Selection**

#### **4.2.1 SACC Manual Clauses**

A0069T Basis of Selection 2007-05-25

### **4.3 Public Bid Opening**

A public bid opening will be held in 1230 Government Street, Victoria, B.C. at 14:30 PST on the date noted on page one (1) of this Bid Solicitation.

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## PART 5 - CERTIFICATIONS

### 5.1 General

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

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

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

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

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

### 5.3 Certifications Precedent to Contract Award

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

#### 5.4 Federal Contractors Program - 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 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.

Signature  
Date

Name

Title

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

### **6.1 NOT USED - Security Requirement**

### **6.2 Financial Capability**

SACC Manual Clause, 2012-07-16, A9033T , Financial Capability

### **6.3 NOT USED - Accommodation**

### **6.4 NOT USED - Parking**

### **6.5 NOT USED - Material and Supply Support**

### **6.6 Workers Compensation Certification - Letter of Good Standing**

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

The Bidder must provide, within 24 hours following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

### **6.7 NOT USED -Welding Certification**

### **6.8 NOT USED-Valid Labour Agreement**

### **6.9 Project Schedule**

Before contract award and within twenty four (24) of written notification by the Contracting Authority the Bidder must submit to Canada one (1) copy of its preliminary production work schedule. This schedule is to show the commencement and completion dates for the Work in the available work period, including realistic target dates for significant events. This schedule may be reviewed with the Bidder prior to work commencement as deemed by the Contracting Authority.

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

### **6.10 NOT USED - Safety Measures For Fueling and Disembarking Fuel**

### **6.11 ISO 9001:2008 - Quality Management Systems**

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

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procedures of bidders not registered to the ISO standards may be subject to a Quality System Evaluation (QSE) by the Quality Assurance Authority before award of a contract.

**6.12 NOT USED- Environmental Protection**

**6.13 Insurance Requirements**

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

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

**6.14 NOT USED - Controlled Goods**

**6.15 NOT USED - Jurisdictions-HMC Dockyard**

## 6.16 Tables of Deliverables

### 6.16.1 Mandatory Deliverable Requirements

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

Item	Description	Completed and Attached
1	<b><u>Invitation To Tender</u> document part 1 page 1 completed and signed;</b>	
2	<b>Completed Annex I <u>Financial Bid Presentation Sheet</u></b>	
3	<b>Completed Appendix 1 to Annex I <u>Pricing Data Sheets</u></b>	

### 6.16.2 Supporting Deliverables

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

Item	Description	Completed and Attached	To be forwarded if requested by the CA
1	Changes to Applicable Laws (if any) as per article 2.4		
2	NOT USED -Docking Facility Certificate, as per article 2.8		
3	Subcontractor List (if any) as per article 2.9		
4	Certification as per article 5.3		
5	NOT USED- Proof of good standing with Worker's Compensation Board as per article 6.6		
6	NOT USED- Proof of welding certification, or documentation as per article 6.7		
7	NOT USED- Proof of valid Labour Agreement or similar instrument covering the work period as per article 6.8		
8	Preliminary Work Schedule as per article 6.9		
9	ISO Registration Certificate or Quality Assurance Documentation, as per article 6.11		
10	Project Management Team Details, as per article H1.4		
11	<b><u>Completed Consent to a Criminal Record Verification Form ( Form PWGSC-TPSGC 229 ) as articles 5.2</u></b>		

### 6.13.3 Supplementary Deliverables

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

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

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## **PART 7 - RESULTING CONTRACT CLAUSES**

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

### **7.1 Statement of Work**

The Contractor must:

- a. To Carry out the removal and installation of new white metal with final re-surfacing of eight (8) main electric motors bearing for the HMCS Victoria for the Department of National Defence (DND) in accordance with the associated Technical Specifications detailed in the Statement of Work and Project Management Services attached as Annexes A and H. For specifications, drawings, test sheets, annexes and appendices, bidders are requested to contact the Contracting Authority identified in the bid solicitation.
- b. Carry out any approved unscheduled work not covered in paragraph a. above.

### **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*

(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### **7.2.1 General Conditions**

2030, 2012-07-16, General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

The text under Subsection 4. of Section 43 - Code of Conduct and Certifications of 2030 (2012-07-16) referenced above is replaced by:

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

#### **7.2.2 NOT USED -Supplemental General Conditions**

### **7.3 Security Requirement**

1. Access to Port Facilities and Government vessels is controlled. The Contractor must comply with applicable requirements. A system of positive identification, sign-in and

- out, and wearing of identification badges while within Port facilities or on board Government vessels is required.
2. The Contracting and the Technical Authority reserve the right to direct that Contractor's personnel be security cleared as necessary.

## **7.4 Term of Contract**

### **7.4.1 Delivery Date**

1. Delivery of the bearing and all other deliverables under the contract at destination must be :
  - a) First delivery: 4 (four) bearing sets must be ready for pick up on or before prior October 26, 3012.
  - B) Second delivery: 4 (four) bearing sets must be ready for pick on or before prior November 16, 2012
2. As the delivery date is an essential part of this contract, except for excusable delays notified in accordance with Article 11 (Excusable Delay) of 2030 , failure to communicate any changes to the delivery schedule specified in this contract will prejudice Canada and will, at Canada's discretion, entail either:
  - a. Contract Termination in accordance with General Conditions 2030 Article 10 (Time of Essence) and Article 31 (Default by the Contractor), and the Contractor remains liable to Canada for any amounts, including milestone payments, paid by Canada and for all losses and damages which may be suffered by Canada by reason of the default, including any increase in the cost incurred by Canada in procuring the work from another source.; or
  - b. Consideration for Contract Amendment. Delivery date(s) will not be extended without consideration being provided by the Contractor in the form of adjustment to the price, warranty, and/or services provided.
3. Any of the above remedies applied will be logged against Contractor performance. Unsatisfactory performance could debar a Contractor for a period of time from bidding on future requirements.

### **7.4.2 Shipping Instructions (DND) - Canadian-based Contractor**

1. Delivery will be FCA Free Carrier at \_\_\_\_\_ (Insert the named place, e.g. Contractor's facility) Incoterms 2000. The Contractor must load the goods onto the carrier designated by the Department of National Defence (DND). Onward shipment from the delivery point to the consignee will be Canada's responsibility.

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2. Before shipping the goods, the Contractor must contact the following DND Inbound Logistics Coordination Center by facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 3.

Contractor is located between Kingston inclusive and westward to the Ontario/Manitoba border:

Inbound Logistics Central Area (ILCA)

Telephone: 1-866-371-5420 (toll free)

Facsimile: 1-866-419-1627 (toll free)

E-mail: ILCA@forces.gc.ca

OR

Contractor is located in Manitoba, Saskatchewan, Alberta, British Columbia, and the National Capital Region inclusive to east of Kingston:

Inbound Logistics Coordination Center (ILCC)

Telephone: 1-877-877-7423 (toll free)

Facsimile: 1-877-877-7409 (toll free)

E-mail: ILHQOttawa@forces.gc.ca

OR

Contractor is located in Quebec:

Inbound Logistics Quebec Area (ILQA)

Telephone: 1-866-935-8673 (toll free), or

1-514-252-2777, ext. 2323, 2852 or 4673

Facsimile: 1-866-939-8673 (toll free), or

1-514-252-2911

E-mail: 25DAFCTrafficQM@forces.gc.ca

OR

Contractor is located in Atlantic (New Brunswick, Prince Edward Island, Nova Scotia, Newfoundland and Labrador):

Inbound Logistics Atlantic Area (ILAA)

Telephone: 1-902-427-1438

Facsimile: 1-902-427-6237

E-mail: FLogILAA@forces.gc.ca

3. The Contractor must provide the following information to the DND Inbound Logistics Coordination Center when arranging for shipment:
  - a. the Contract number;

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- b. consignee address (for multiple addresses, items must be packaged and labelled separately with each consignee address);
  - c. description of each item;
  - d. the number of pieces and type of packaging (i.e., carton, crate, drum, skid);
  - e. actual weight and dimensions of each piece type, including gross weight;
  - f. full details of dangerous material, as required for the applicable mode of transportation, signed certificates for dangerous material as required for shipment by the International Maritime Dangerous Goods Code, the International Air Transport Association regulations or the applicable Canadian Dangerous Goods Shipping Regulations, and a copy of the material safety data sheet.
4. Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labelling, and the marking of each piece with a Transportation Control Number.
  5. The Contractor must not ship the goods before receiving shipping instructions from the DND Inbound Logistics contact.
  6. If the Contractor delivers the goods at a place and time which are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the Contractor must reimburse Canada any additional expenses and costs incurred.
  7. If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either thirty (30) days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or thirty (30) days following the delivery date specified in the Contract, whichever is later.

## **7.5 Authorities**

### **7.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Andre Godin, Supply Team Leader  
Public Works and Government Services Canada  
Pacific Region, Acquisitions, Marine  
401, 1230 Government Street,  
Victoria, B.C., V8W 3X4  
Telephone: 250-363-3152 Facsimile: 250-363-3960  
E-mail address: andre.godin3@pwgsc-tpsgc.gc.ca

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

### 7.5.2 Project Authority

The Project authority for the Contract is:

David Castle

Department of National Defence, FMF Cape Breton

PO Box 17000 STN forces

Victoria , BC V9A7N2

Telephone: 250-363-4705 Facsimile: 250-363-1090

E-mail address: David.Castle@forces.gc.ca

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

### 7.5.3 Technical Authority

The Technical Authority for the Contract is:

Ken Smith

MPTO ((Motor Propulsion Technical Officer)

Department of National Defence

PO Box 17000 STN forces

Victoria , BC V9A7N2

Telephone: 250-363-2410

E-mail address: kenneth.smith3@forces.gc.ca

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

### 7.5.4 Inspection Authority

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

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The Quality Assurance Authority for the Contract is:

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

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

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

Vancouver 604-225-2520, ext. 2466 or 2461

Victoria 250-363-5662

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

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

Quality control, inspection and test records that substantiate conformity to the specified requirements, including records of corrective actions, must be retained by the Contractor for three (3) years from the date of completion or termination of the Contract and must be made available to the QAR upon request.

## **7.6 Payment**

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

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

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Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

### **7.6.2 Method of Payment - Single Payment**

SACC Manual Clause H1000C Single Payment 2008-05-12

### **7.6.3 SACC Manual Clauses**

C0711C, 2008-05-12, Time Verification

C6000C, 2011-05-16, Limitation of Price

### **7.7 Invoicing**

**7.7.1** The Contractor must submit invoices in accordance with the information required in Section 13 of 2030 General Conditions Higher Complexity Goods, article 7.6.2 Single Payment

#### **7.7.2 Invoicing Address**

**Invoice is to be made out to and forwarded to:**

Department of National Defence

FMF Contracts

PO Box 17000, Station Forces

Victoria, B.C.

V9A 7N2 Attention: Dave Castle

**The original invoice is to be forwarded for verification to:**

Public Works and Government Services Canada

Pacific Region

Acquisitions, Marine

401-1230 Government Street

Victoria, B.C. V8W 3X4 Attention: Andre Godin

### **7.8 Certifications**

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

## 7.9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_. (*Insert the name of the province or territory as specified by the bidder in its bid, if applicable.*)

## 7.10 Priority of Documents

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

- a. the Articles of Agreement;
- b. **NOT USED**- the Supplemental General Conditions 1029, 2010-08-16, Ship Repairs;
- c. the General Conditions 2030, 2012-07-16, Higher Complexity -
- d. Annex A, Statement of Work;
- e. Annex B, Basis of Payment;
- f. Annex C, Insurance Requirements;
- g. Annex D, Inspection/Quality Assurance/Quality Control;
- h. Annex H, Project Management Services;
- i. the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*), as amended \_\_\_\_\_ (*insert date(s) of amendment(s) if applicable*)

## 7.11 Insurance Requirements/Limitation of Liability

### 7.11.1 Insurance Requirements

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

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

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

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**7.11.2 NOT USED- Limitation of Contractor's Liability for Damages to Canada****7.12 NOT USED -Financial Security****7.13 NOT USED - Accommodation****7.14 NOT USED - Parking****7.15 Sub-contracts and Sub-contractor List**

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

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

**7.16 Project Schedule**

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

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

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

**7.17 NOT USED - Insulation Materials - Asbestos Free****7.18 NOT USED - Loan of Equipment - Marine****7.19 Trade Qualifications**

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

**7.20 NOT USED - Material and Supply Support**

## 7.21 ISO 9001:2008 - Quality Management Systems

The Contractor is responsible for implementing a quality system appropriate to the scope of the work to be performed. It is recommended that the quality system be based on ISO 9001:2008 "Quality management systems - Requirements."

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the materiel or services provided conform to the drawings, specifications and the requirements of the contract. The Contractor must keep accurate and complete inspection records which must, upon request, be made available to the authorized Department of National Defence (DND) representative, who may make copies and take extracts during the performance of the Contract and for a period of one (1) year after the completion of the Contract.

Despite the above, all materiel is subject to verification and acceptance by DND at destination. The authorized DND representative at destination may either be the consignee(s), the Technical Authority, or the Quality Assurance Authority.

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

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

### 7.3 Design and development

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

#### **Assistance for Government Quality Assurance (GQA):**

The Contractor must provide the Quality Assurance Representative (QAR) with the accommodation and facilities required for the proper accomplishment of GQA and must provide any assistance required by the QAR for evaluation, verification, validation, documentation or release of product.

The QAR must have the right of access to any area of the Contractor's or subcontractor's facilities where any part of the Work is being performed. The QAR must be afforded unrestricted opportunity to evaluate and verify Contractor conformity with quality system procedures and to validate product conformity with the requirements of the Contract. The Contractor must make available for reasonable use by the QAR the equipment necessary

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for all validation purposes. Contractor personnel must be made available for operation of such equipment as required.

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

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

## **7.22 Quality Plan**

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

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

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

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

If the Contract includes the option for software design, development or maintenance of software, the Contractor must interpret the requirements of ISO 9001:2008 "Quality management systems - Requirements", according to the guidelines of the latest issue (at contract date) of ISO/IEC 90003:2004 "Software engineering - Guidelines for the application of ISO 9001:2000 to computer software".

## **7.23 NOT USED-Welding Certification**

## **7.24 Environmental Protection**

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

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

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

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

**7.25 NOT USED - Supervision of Fueling and Disembarking Fuel**

**7.26 Procedures for Design Change or Additional Work**

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

**7.27 Equipment/Systems: Inspection/Test**

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

**7.28 Inspection and Test Plan**

The Contractor must, in support of its QCP, implement an approved Inspection and Test Plan (ITP).

The Contractor must provide at no additional cost to Canada, all applicable test data, all Contractor technical data, test pieces and samples as may reasonably be required by the 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 D for details on Inspection and Test Plan Requirements.

**7.29 NOT USED -Vessel Custody**

**7.30 NOT USED - Vessel Manned Refits**

**7.31 NOT USED- Pre-Refit Meeting**

**7.32 NOT USED- Meetings****7.33 Outstanding Work and Acceptance**

1. The Inspection Authority, in conjunction with the Contractor, will prepare a list of outstanding work items at the end of the work period. This list will form the annexes to the formal acceptance document for the vessel. A contract completion meeting will be convened by the Inspection Authority on the work completion date to review and sign off the form PWGSC-TPSGC1205, Acceptance. In addition to any amount held under the Warranty Holdback Clause, a holdback of twice the estimated value of outstanding work will be held until that work is completed. The Goods and Services Tax or Harmonized Sales Tax (GST/HST), as appropriate, is to be calculated on this outstanding work hold-back amount and not paid as the work has yet to be completed. At the time that the outstanding work holdback is released, GST/HST will be payable, on the amount of the holdback as it was not included in the previous payments.
2. The Contractor must complete the above form in three (3) copies, which will be distributed by the Inspection Authority as follows:
  - (a) original to the Contracting Authority;
  - (b) one copy to the Technical Authority;
  - (c) one copy to the Contractor.

**7.34 Licensing**

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

**7.35 Hazardous Waste**

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

**7.36 NOT USED- Government Site Regulations****7.37 Scrap and Waste Material**

SACC Manual Clause, A9055C, 2010-08-16, Scrap and Waste Material

**7.38 NOT USED -Stability****7.39 NOT USED - Vessel - Access by Canada****7.40 NOT USED - Title to Property - Vessel****7.41 Workers Compensation**

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

**7.42 Defence Contract**

SACC Manual Clause, A9006C, 2012-07-16, Defence Contract

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**7.43 NOT USED - Controlled Goods Program**

**7.44 NOT USED - Jurisdictions-HMC Dockyard**

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## **ANNEX A - STATEMENT OF WORK**

The entire Statement of Work is a set of separate electronic documents entitled:

W3555-136432 Specification.pdf

W3555-136432 Bearing pictures.zip

**To obtain a full copy of the Statement of Work, Bidders must request the documents in writing from the Contracting Authority in Article 7.5.1.**

## ANNEX B - BASIS OF PAYMENT

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

### B1 Contract Price

<b>a)</b>	<b>Known Work</b> For work as stated in Part 7 article 7.1, Specified in Annex "A" and detailed in the attached Pricing Data Sheets at Appendix 1 to this Annex ( <i>to be inserted at contract award</i> ) for a FIRM PRICE of:	\$ _____ X _____
<b>b)</b>	<b>GST/HST</b> Estimated at (12% ) of Line a) only	\$ _____ X _____
<b>c)</b>	<b>Total Firm Price</b> GST/HST Included [a + b]: For a FIRM PRICE of :	\$ _____ X _____

### B2 Unscheduled Work

1. Price Breakdown:

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

2. Pro-rated Prices:

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

3. Payment for Unscheduled Work:

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

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

mark-up will remain firm for the term of the Contract and any subsequent amendments.

- B2.1** Notwithstanding definitions or useage elsewhere in this document, or in the Contractor's Cost Management System, when negotiating *Hours* for unscheduled work, PWGSC will consider only those hours of labour directly involved in the production of the subject work package. Elements of *Related Labour Costs* identified in B2.2, will not be negotiated, but will be compensated for in accordance with B2.2.
- B2.2** Allowance for *Related Labour Costs* such as: Management, Direct Supervision, Purchasing and Material Handling, Quality Assurance and Reporting, First Aid, Gas Free Inspecting and Reporting, and Estimating will be included as *Overhead* for the purposes of determining the *Charge-out Labour Rate* set out in clause B2.
- B2.3:** The 10% mark-up rate for materials will also apply to subcontracted costs. The mark-up rate includes any allowance for material and subcontract management not allowed for in the Chargeout Labour Rate. The Contractor will not be entitled to a separate labour component for the purchase and handling of materials or subcontract administration.

### **B3 Overtime**

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

Payment for authorized overtime will be calculated as follows:

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

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

For double time: \$\_\_\_\_\_ per hour.

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

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

For double time: \$\_\_\_\_\_ per hour.

2. The above premiums will be calculated by taking the average hourly direct labour rate premiums, plus certified fringe benefit, plus profit of 7.5 percent on labour premium

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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.

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**ANNEX C - INSURANCE REQUIREMENTS****C1 NOT USED-Ship Repairers' Liability Insurance****C2 Commercial General Liability**

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability 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 Department of National Defense and Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. 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.
  - 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.
  - f. 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.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - k. 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.

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

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

1. The Contractor must prepare an Inspection and Test Plan (ITP) comprising individual inspection and test plans for each specification item of this project, in accordance with the Quality Standard and 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): e.g. Prefixes for Inspections, Test and Trials:
    - i. Prefix "1" is a Contractor inspection,
    - ii. Prefix "2" is a Contractor post repair test,
    - iii. Prefix "3" is a Contractor post repair trial,
  - b. Specification items followed by assigned sequence numbers for inspection processes within each Specification Item; and
  - c. Cross reference to a verification document number
3. Inspection and Test Plan Criteria:

Inspection criteria, procedures and requirements are stated in the specifications, drawings, technical orders and reference standards invoked by the 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;

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- 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.

## **D2 Conduct of Inspection**

1. Inspections must be conducted in accordance with the ITP and as detailed in D4.
2. The Contractor must provide their 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 their 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.

## **D3 Inspection Records and Reports**

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1. The Contractor on the inspection record, test or trials sheets as applicable must record the results of each inspection. The Contractor must maintain files of completed inspection records consistent with the Quality Standard and their Quality Plan for this project.
  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 Inspector 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 Inspector. The Crown representatives may assist in identification where appropriate.
  4. Corrective action to remove cause of unsatisfactory inspections must be submitted to the Inspector in writing by the Contractor, for approval prior to affecting such repairs and rescheduling of the unsatisfactory inspection/test/trial. Such notices must be included in the final records passed to the Inspector.
  5. The Contractor must undertake rectification of defects and deficiencies in the Contractor's installation or repair as soon as practicable. The Contractor is responsible to schedule such repairs at their own risk.
  6. The Contractor must reschedule unsatisfactory inspections after any required repairs have been completed.
  7. Quality Control, Inspection and Test records that substantiate conformance to the specified requirements, including records of corrective actions, must be retained by the Contractor for three (3) years from the date of completion or termination of the Contract and must be made available to the Inspection Authority upon request.

#### **D4 NOT USED - Provisional Acceptance Certificate**

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**NOT USED- ANNEX E -  
NOT USED - ANNEX F -**

**NOT USED- ANNEXG-**

**WARRANTY  
CONDITIONS PRECEDENT TO PAYMENT  
(PROGRESS CLAIMS)  
SECURITYREQUIREMENTS CHECK LIST**

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## ANNEX H - PROJECT MANAGEMENT SERVICES

### H1 Contractor's Project Management Services

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

## ANNEX I - FINANCIAL BID PRESENTATION SHEET

**I0 Proposed Work Period Location:** Contractor's facility.

**I1 Evaluation of Price**

The price of the bid will be evaluated in **Canadian Dollars (CDN)**, all taxes and duties excluded, FCA (Free Carrier) Destination, Victoria, B.C. (Incoterms 2000) for Goods.

<b>a.</b>	<b>Known Work:</b> Work as stated in Part 7 article 7.1, Specified in Annex "A" and detailed in the attached Pricing Data Sheet Annex I, Appendix 1 for a FIRM PRICE of:	\$ _____
<b>b.</b>	<b>Total Shipping Costs: FCA Carrier (DND responsibility)</b> For a FIRM PRICE of :	
<b>c.</b>	<b>EVALUATION PRICE</b> GST Excluded, [a + b]:  For an EVALUATION PRICE of \$ _____	\$ _____

**I2 Unscheduled Work**

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

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

**I2.1:** Notwithstanding definitions or usage elsewhere in this document, or in the Bidder's Cost Management System, when negotiating *Hours* for unscheduled work, PWGSC will consider only those hours of labour directly involved in the production of the subject work package.

Elements of *Related Labour Costs* identified in I2.2 will not be negotiated, but will be compensated for in accordance with I2.2. It is therefore incumbent upon the Bidder to enter values in the above table which will result in fair compensation, regardless of the structure of their Cost Management System.

**I2.2:** Allowance for *Related Labour Costs* such as: Management, Direct Supervision, Purchasing and Material Handling, Quality Assurance and Reporting, First Aid, Gas Free Inspecting and Reporting, and Estimating will be included as *Overhead* for the purposes of determining the *Charge-out Labour Rate* entered in Table I1 line I1b. above.

**I2.3:** The 10% mark-up rate for materials will also apply to subcontracted costs. The mark-up rate includes any allowance for material and subcontract management not allowed for in the Chargeout Labour Rate. A separate labour component for the purchase and handling of materials or subcontract administration is not allowable.

### **I3 Overtime**

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

Payment for authorized overtime will be calculated as follows:

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

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

For double time:             \$\_\_\_\_\_ per hour.

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

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

For double time:             \$\_\_\_\_\_ per hour.

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

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## APPENDIX 1 to ANNEX I - PRICING DATA SHEET

<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Price per Set</b>	<b>Extended Price</b>
1	Work as per Article 7.1 and Annex "A" . Statement of work	8 Sets	\$ _____	\$ _____
2	<b>Total Firm Price GST/HST Excluded Total to be entered into Line a. of Table I1</b>			\$ _____