

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Réception des soumissions - TPSGC / Bid
Receiving - PWGSC
601-1550, Avenue d'Estimauville
Québec
Québec
G1J 0C7

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
TPSGC/PWGSC
601-1550, Avenue d'Estimauville
Québec
Québec
G1J 0C7

Title - Sujet Modification of CCGS Lauzier	
Solicitation No. - N° de l'invitation F3003-12R415/A	Date 2013-02-06
Client Reference No. - N° de référence du client F3003-12-R415	GETS Ref. No. - N° de réf. de SEAG PW-\$QCL-014-15215
File No. - N° de dossier QCL-2-35614 (014)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-02-25	
Time Zone Fuseau horaire Heure Normale du l'Est HNE	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Lamarre, Jacynthe	Buyer Id - Id de l'acheteur qcl014
Telephone No. - N° de téléphone (418) 649-2776 ()	FAX No. - N° de FAX (418) 648-2209
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: MINISTERE DES PECHEES ET DES OCEANS NGCC LOUIS M. LAUZIER 15 rue Prince SOREL Québec J3P4J4 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

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PART 1 - GENERAL INFORMATION

1. 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 and any other annexes.

2. Summary

- a) To carry out the scope of work regarding the Canadian Coast Guard Ships (C.C.G.S.) Louis M. Lauzier, in accordance with the associated Technical Specifications detailed in the Requirement attached as Annex A.
- b) To carry out any approved unscheduled work not covered in paragraph a) Above.

« The requirement is subject to the provisions of the Agreement on Internal Trade (AIT). »

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* Manual issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website:

<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>.

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

The 2003 (2012-11-19) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2. Submission of Bids

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

Bids transmitted **by facsimile** (418-648-2209) to PWGSC **will be accepted**.

Due to the nature of the bid solicitation, bids transmitted **by e-mail** to PWGSC **will not be accepted**.

3. Enquiries - Bid Solicitation

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

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

4. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province of Quebec.

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

5. Bidders' Conference (Not mandatory)

A bidders' Conference chaired by the Contracting Authority will be convened on board vessel Louis M. Lauzier at 10h30 am, on Monday, February 18, 2013. The vessel will be moored at Fisheries and Oceans Canada (Canadian Coast Guard), 15 rue Prince, Sorel, Qué.

It is recommended that the Bidder or a representative of the Bidder attend the Bidders' Conference in order to review the Scope of the Work required and to receive additional information and clarifications. Bidders are to communicate with the Contracting Authority prior to the conference to confirm attendance. Bidders that do not attend are not precluded from submitting a bid. Bidders are to provide the Contracting Authority with the names of their representatives no later than two days prior to the conference. The Contracting Authority will have an attendance form which is to be signed by the Bidder's representative(s) in attendance. Bidders are advised that any clarifications or changes resulting from the Bidder's conference and/or the subsequent viewing of the vessel, shall be included as an amendment to the bid solicitation document.

6. Viewing - Vessel (Not mandatory)

A site visit will be held immediately after the bidders' Conference.

7. Work Period - Marine

Work must commence and be completed as follows:

Commence: from date of Contract ;
Complete: March 19, 2013.

The Bidder agrees through submission of its response to the bid solicitation that the above time frame provides an adequate period to perform the subject work and absorb a reasonable amount of unscheduled work; and further, that they have sufficient material and human resources allocated or available to complete the subject work and a reasonable amount of unscheduled work within the Work period. Canada will not compensate the Contractor for delays that lengthen the Work Period unless such delay is recognized and agreed upon by the Contracting Authority as being attributable to Canada, and in that event Canada's sole liability for the delay shall be the daily services fee provided for in the Basis of Payment, Annex "B." For any other delays, Canada shall have the remedies provided in this Contract for the Contractor's failure to meet the scheduled delivery dates.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

- Section I: Management Bid (1 hard copy)
- Section II: Financial Bid (1 hard copy)
- Section III: Certifications Requirements (1 hard copy)

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

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

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

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 technical bid should include the Request for Proposal completed and all other required documents.

Section II: Financial Bid

- a) Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet Annex I. The total amount of Goods and Services Tax or Harmonized Sales Tax is to be shown separately, if applicable.
- b) **SACC Manual Clause**
C0417T (2008-05-12), Unscheduled Work and Evaluation Price

Section III: Certification Requirements

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

1.1 Technical evaluation

1.1.1 Mandatory Criteria

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

CSA W47.2-M1987(R2003), Certification of Companies for Fusion Welding of Aluminum division 2.1.

The Bidder must submit evidence demonstrating its certification to the welding standards.

1.1.2 Documents required with the bid

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

Item	Description	Completed and Attached
1	Completed Annex "I" <u>Financial Bid presentation Sheet</u>	
2	Welding Certification as per the item 1 of Part 6	
3	Letter or proof of insurance as per the item 2 of Part 6	

1.2 Financial Bid

1.2.1 Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet Annex "I". The total amount of Goods and Services Tax or Harmonized Sales Tax is to be shown separately, if applicable.

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

Solicitation No. - N° de l'invitation

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Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

qcl014

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

F3003-12-R415

File No. - N° du dossier

QCL-2-35614

CCC No./N° CCC - FMS No/ N° VME

2. Basis of Selection

SACC Manual Clause A0031T (2010-08-16), Basis of Selection - Mandatory Technical Criteria

3. Public Bid Opening

A public bid opening will be held in Public Works and Government Services Canada, 601-1550, avenue D'Estimauville, Québec, Qc, at 02:00 PM (EST) see date on the first page.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and related documentation to be awarded a contract. Canada will declare a bid non-responsive if the required certifications and related documentation 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, to provide the related documentation or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Mandatory Certifications Required Precedent to Contract Award

1.1 Code of Conduct and Certifications - Related documentation

- 1.1.1** By submitting a bid, the Bidder certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting a bid, the Bidder certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Bidder, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any bid in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Bidder and any of the Bidder's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this bid solicitation.

Bidders who are incorporated, including those bidding as a joint venture, must provide with their bid or promptly thereafter a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner with their bid or promptly thereafter. Bidders bidding as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names have 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 comply will render the bid non-responsive. Providing the required names is a mandatory requirement for 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) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.

2. Additional 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.

2.1 Federal Contractors Program - Certification

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 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

1. Welding Certification

At bids closing date the Bidder must submit evidence demonstrating its certification to the welding standards in accordance with the following:

Welding must be undertaken by a company Certified by the Canadian Welding Bureau (CWB) to the requirements of the following Canadian Standards Association (CSA) standards:

- (a) CSA W47.2-M1987(R2003), Certification of Companies for Fusion Welding of Aluminum division 2.1.

In addition, welding must be done in accordance with the requirements of the applicable and related drawings and specifications.

2. Insurances 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 ".

PART 7 - RESULTING CONTRACT CLAUSES

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

1. Statement of Work

- a) to carry out the docking, maintenance and alterations of the Canadian Coast Guard Ship (C.C.G.S.) Louis M. Lauzier, in accordance with the associated Technical Specification attached as Annex A.
- b) to carry out any approved unscheduled work not covered in paragraph **a)** above.

1.1 Procedures for Design Change or Additional Work

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

2. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* Manual issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website:

<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>.

2.1 General Conditions

2030 (2012-11-19), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract (*with the exception of paragraph 26 which is deleted in its entirety and replace by item 24 hereunder*).

Section 22 of 2030 is amended in Annex E Warranty.

2.2 Supplemental General Conditions

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

3. Term of Contract

3.1 Period of the Contract

The period of the Contract is from date of Contract to March 19, 2013 inclusive.

3.2 Work Period - Marine

Work must commence and be completed as follows:

Commence: from date of Contract ;

Complete: March 19, 2013.

The Contractor agrees that the above time frame provides an adequate period to perform the subject work and absorb a reasonable amount of unscheduled work; and further, that it has 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 will not compensate the Contractor for delays that lengthen the Work Period unless such delay is recognized and agreed upon by the Contracting Authority as being attributable to Canada, and in that event Canada's sole liability for the delay shall be the daily services fee provided for in the Basis of Payment, Annex "B." For any other delays, Canada shall have the remedies provided in this Contract for the Contractor's failure to meet the scheduled delivery dates.

4. Authorities

4.1 Contracting Authority

The Contracting Authority for the Contract is:

Jacynthe Lamarre
Public Works and Government Services Canada
1550, avenue D'Estimauville, Québec, (Québec) G1J 0C4,

Email : jacynthe.lamarre@tpsgc-pwgsc.gc.ca
Telephone : (418) 649-2776
Facsimile : (418) 648-2209

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

4.2 Technical Authority (*Name will be determined at Contract award*)

The Technical Authority for the Contract is:

Telephone: _____
Facsimile: _____
E-mail address: _____

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.

4.3 Inspection Authority/Inspector

The Inspection Authority for the Contract is the person described at the item 4.2 below.

The Inspection Authority is the Department of Public Works and Government Services Canada, who for the purposes of this requirement is the inspector responsible for inspection of the work and acceptance of the finished work under this requirement. The Inspection Authority will be

represented on-site by a designated inspector and such other Government of Canada inspectors who will from time to time be assigned in support of the designated Inspector.

5. Payment

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 the firm price indicated in Annex B. Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

Payment for unscheduled work will be done in accordance with Basis of Payment outlined at Annex B.

5.2 Method of Payment

SACC Manual Clause	C6000C (2011-05-16)	Limitation of Price
SACC Manual Clause	H1000C (2008-05-12)	Single Payment

6. Invoicing Instructions

6.1 The Contractor must submit invoices in accordance with the information required in Section 13 of 2030, (2012-07-16), General Conditions - Higher Complexity - Goods

6.2 Invoice

Invoice to be made to the name of:

Fisheries and Oceans Canada - Canadian Coast Guard
Naval Engineering Service, Ground floor
101, boulevard Champlain
Québec, Qc G1K 7Y7
Att.: _____

Original to be sent for verification to:
Public Works and Government Services Canada
Supply Directorate
1550, avenue D'Estimauville
Québec, (Québec)
G1J 0C4
Canada
Att.: _____

7. Certifications

- 7.1** 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 entire contract period. 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.

8. Applicable Laws

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

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) General Conditions 2030, (2012-11-19) - Higher Complexity - Goods;
- (d) Annex A, Requirement;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Insurance Requirements;
- (g) Annex E, Warranty;
- (h) the Contractor's bid dated _____ (*insert date of bid*), as amended _____ (*insert date(s) of amendment(s) if applicable*)

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 will not release the Contractor from or reduce its liability under the Contract.

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

The Contractor must forward to the Contracting Authority within ten (10) calendar days after the date of award of the Contract a Certificate of Insurance including details of the insurance coverage, exclusions, deductibles and conditions and confirming that the insurance policy complying with the requirements is in force. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

11. Work Schedule and Reports

No later than ten (10) calendar days after contract award, the preliminary schedule must be revised and expanded as necessary and resubmitted before commencement of the Work.

The Contractor must provide a detailed work schedule showing the commencement and completion dates for the Work in the available work period, including realistic target dates for significant events.

During the Work Period the schedule is to be reviewed on an ongoing basis by the Inspection Authority and the Contractor, updated when necessary, and available in the Contractor's office for review by Canada's authorities to determine the progress of the Work.

Production work schedules must be revised and resubmitted before each Progress Meeting. The revised schedules must show the effect of progressed work and approved work arisings. Changes in scheduled completion dates due to unscheduled work will not be accepted except as negotiated under Design Change or Additional Work, Article 26.

12. 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.

13. 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

14. 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 W47.2-M1987 (R2003), Certification for Companies for Fusion Welding of Aluminum division 2.1.
2. In addition, welding must be done in accordance with the requirements of the applicable drawings and specifications.
3. Before the commencement of any fabrication work, and upon request from the Inspection Authority, the Contractor must provide approved welding procedures and/or a list of welding personnel he intends to use in the performance of the Work. The list must identify the CWB welding procedure qualifications attained by each of the personnel listed and must be accompanied by a copy of each person's current CWB welding certification.

15. 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.

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.

16. Procedure for Design Change or Additional Work

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

17. Vessel Manned Refits

SACC Manual Clause A0032C (2011-05-16) Vessel Manned Refits

18. 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-TPSGC 1205, Acceptance. (Insert, if applicable: "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").
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.

19. 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.

20. Hazardous Waste - Vessels

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

21. Government Site Regulations

SACC Manual Clause A9068C (2010-01-11) Government Site Regulations

22. Scrap and Waste Material

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

23. Defence Contract

SACC Manual Clause A9006C (2008-05-12) Defence Contract

24. Limitation of Contractor's Liability for Damages to Canada

1. This section applies despite any other provision of the Contract. Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees.
2. Whether the claim is based in contract, tort, or another cause of action, the Contractor's liability for all damages suffered by Canada caused by the Contractor's performance of or failure to perform the Contract is limited to \$10,000,000.00 per incident or occurrence, to an annual aggregate of \$20,000,000.00 for damages caused in any one year of carrying out of the Contract, each such year starting on the date of coming into force of the Contract or its anniversary, and to a total maximum liability of \$40,000,000.00. This limitation of the Contractor's liability does not apply to nor include:
 - (a) any infringement of intellectual property rights;
 - (b) any breach of warranty obligations; or
 - (c) any liability of Canada to a third party arising from any act or omission of the Contractor in performing the Contract .
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.
4. Nothing herein is intended to limit any insurable interest of the Contractor nor to limit the amounts otherwise recoverable under any insurance policy, and the parties agree that to the extent that insurance coverage maintained by the Contractor or insurance coverage required to be maintained by the Contractor under this Contract, whichever is greater, is more than the limitations of liability described in this clause, the limitations described herein are increased accordingly.

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Amd. No. - N° de la modif.

File No. - N° du dossier

QCL-2-35614

Buyer ID - Id de l'acheteur

qcl014

CCC No./N° CCC - FMS No/ N° VME

ANNEX A

Technical Specification

See « «Modification of the Louis M. Lauzier removal and installation of the CCGS Louisbourg Fishing Equipments - Winter 2013 » attached.

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.

1. Contract Firm Price

A)	Known Work For work as stated in Contract at the item 1a), Specified in Annex "A", for a FIRM PRICE of:	\$ _____
B)	GST at 5% / HST at 13% or 15%, as applicable	\$ _____
C)	TOTAL FIRM PRICE :	\$ _____

2. Unscheduled Work**2.1 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.

2.2 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.

2.3 Payment for Unscheduled Work:

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

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

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

Elements of *Related Labour Costs* identified in 2.3.2 below, will not be negotiated, but will be included in the *firm hourly Charge-out Labour Rate* in accordance with paragraph 2.3.

2.3.2: 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* within the *firm hourly Charge-out Labour Rate* entered in paragraph 2.3.

2.3.3: 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.

3. Overtime

No overtime work shall be compensated for under the Contract unless authorized in advance and in writing by the Contracting Authority. Any request for payment must be accompanied by a copy of the overtime authorization and a report containing such details as Canada may require with respect to the overtime work performed. Compensation for authorized overtime will be calculated in the following manner:

- a. For Known Work, the Contractor will be paid the original contract price plus agreed overtime hours paid at the following premium rates; or,
- b. For Unscheduled Work, the Contractor will be paid for agreed overtime hours paid at the *firm hourly Charge-out Labour Rate* above plus the following premium rates:

Premium for Time and one half: \$ _____ per hour; or,

Premium for Double time \$ _____ per hour

The above premiums rates shall be calculated as follows:

Premium for time and one half:

½ (that portion of the firm Hourly Charge-out Labour Rate in item 2.3 below that is directly attributable to salary cost plus related certified fringe benefits) times 7.5% (representing profit)

Premium for double time:

(that portion of the Unscheduled Work firm Charge-out Labour Rate in item 2.3 below that is directly attributable to salary cost plus related certified fringe benefits) times 7.5% (representing profit)

These premiums will remain firm for the duration of the Contract, including all amendments and are subject to audit by Canada, and to retroactive adjustment if Canada discovers that the premiums have not been calculated in accordance with the formulae, above.

ANNEX C

INSURANCE REQUIREMENTS

1. Ship Repairers' Liability Insurance

- 1.1 The Contractor must obtain Ship Repairer's Liability Insurance and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$10,000,000 per accident or occurrence and in the annual aggregate
- 1.2 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 Fisheries and Oceans Canada - Canadian Coast Guard 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.

OR

1. Commercial General Liability Insurance

- 1.1 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
- 1.2 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 : to protect the Contractor for liabilities arising in the management and administration of statutory and contractual entitlements of its employees.
 - (h) Notice of Cancellation: The Insurer agrees 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 72 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
 - (l) Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.

ANNEX E

WARRANTY

General Contions 2030 (2012-11-19) - Higher Complexity Goods are hereby amended.

Delete section 2030 22 (2012-11-19), Warranty and replace it as follows:

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

Original cost to Canada of the underwater painting Work, divided by three hundred and sixty-five (365) days and multiplied by the number of days remaining in the warranty period. The resultant would represent the "Dollar Credit" due to Canada from the Contractor.
 - b) All other painting Work for a period of three hundred and sixty-five (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 shall extend for a period of ninety (90) days from the date of acceptance of the vessel;
 - ii) for all outstanding defects, deviations, and Work items listed on the Acceptance Document at Delivery, the Warranty will be ninety (90) days from the subsequent date of acceptance for each item.
3. If more than one warranty period applies, in accordance with the above, to any Work, then the warranty shall be for the longest period.
4. 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.

Warranty Procedures

1. Scope

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

2. Definition

- a. There are a number of definitions of "warranty" most of which are intended to describe its force and effect in law. One such definition is offered as follows:

"A warranty is an agreement whereby the vendor's or manufacturer's responsibility for performance of its product is extended for a specific period of time beyond the date at which the title to the product passes to the buyer."

3. Warranty Conditions

- a. General Conditions 2030, Higher Complexity - Goods are augmented by clauses incorporated into the subject Contract.
- b. The warranty periods may be stated in more than one part.
 - i. 90 days commencing from the day the PWGSC 1205 Acceptance Document is signed for workmanship provided by the contractor for the refit work specified;
 - ii. 365 days from the date of undocking the vessel for the specified areas of underwater paint and topside painting;
 - iii. 365 days commencing from the day the PWGSC 1205 Acceptance Document is signed for parts and material provided by the contractor for the refit work specified;
 - iv. Any other specific warranty periods that may be required in the contract or offered by the Contractor.
- c. The foregoing does not cover the disposition of other deficiencies that will be directly related to Technical Authority problem areas of the following nature:
 - i. items becoming unserviceable that were not included in the refit specification;
 - ii. refit specifications or other related documentation requiring amendments or corrections to increase viability; and
 - iii. work performed that is directly related to the Technical Authority.

4. Reporting Failures With Warranty Potential

- a. The initial purpose of a report of a failure is to facilitate the decision as to whether or not to involve warranty and to generate action to effect repairs. Therefore in addition to identification, location data, etc. the report must contain details of the defect. Warranty decisions as a general rule are to be made locally and the administrative process is to be in accordance with procedures as indicated.
- b. These procedures are necessary as invoking a warranty does not simply mean that the warrantor will automatically proceed with repairs at his expense. A review of the defect may well result in a disclaimer of responsibility, therefore, it is imperative that during such a review the Department is directly represented by competent technical authority qualified to agree or disagree with the warrantor's assertions.

5. Procedures

- a. Immediately it becomes known to the Ship's Staff that an equipment/system is performing below accepted standards or has become defective, the procedures for the investigation and reporting are as follows:
 - i. The vessel advises the Technical Authority when a defect, which is considered to be directly associated 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 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 of the Warranty Claim Form with the appropriate information and forward it to the Contracting Authority who will distribute copies as necessary.
- c. When a warranty defect claim is disputed by the Contractor, the Technical Authority may arrange to correct the defect by in-house resources or by contracting the work out. All associated costs must be tracked and recorded as a possible charge against the contractor by PWGSC action. Material costs and manhours expended in correcting the defect are to be recorded and entered in Section 5 of the warranty defect claim by the Technical Authority who will forward the warranty defect claim to the PWGSC Contracting Authority for action. Defective parts of equipment are to be retained pending settlement of claim.
- d. Defective equipment associated with potential warranty should not normally be dismantled until the contractor's representative has had the opportunity to observe the defect. The necessary work is to be undertaken through normal repair methods and costs must be segregated as a possible charge against a contractor by PWGSC action.

6. Liability

- a. Agreement between the Contracting Authority, Inspection Authority, Technical Authority and the Contractor will result in one of the following conditions:
 - i. The contractor accepts full responsibility for costs to repair or overhaul under the warranty provisions of the contract;

- ii. The Technical Authority accepts full responsibility for repair and overhaul of item concerned; or
- iii. The Contractor and the Technical Authority agree to share responsibility for the costs to repair or overhaul the unserviceable item, in such cases the PWGSC Contracting Authority will negotiate the best possible sharing arrangement.
- b. In the event of a disagreement as in paragraph 5c, PWGSC will take necessary action with the contractor while the Technical Authority informs its Senior Management including pertinent data and recommendations.
- c. The total cost of processing warranty claims must include accommodation and travel costs of the contractor's employees as well as equipment/system down time and operational constraints. Accordingly, the cost to remediate the defect, in manhours and material, will be discussed between the Contracting/Inspection Authorities and the Technical Authority to determine the best course of action.

7. Alongside Period For Warranty Repairs and Checks

- a. If at all possible, an 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 three hundred and sixty-five (365) days and multiplied by the number of days remaining in the three hundred and sixty-five (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 inform the Contracting Authority of any adverse results.

Solicitation No. - N° de l'invitation

F3003-12R415/A

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Amd. No. - N° de la modif.

File No. - N° du dossier

QCL-2-35614

Buyer ID - Id de l'acheteur

qcl014

CCC No./N° CCC - FMS No/ N° VME

Appendix 1 of Annexe E



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 Critique</td><td>Degraded Dégradé</td><td>Operational Opérationnel</td><td>Non-operational Non-opérationnel</td></tr><tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr></table>	Critical Critique	Degraded Dégradé	Operational Opérationnel	Non-operational Non-opérationnel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Critical Critique	Degraded Dégradé	Operational Opérationnel	Non-operational Non-opérationnel							
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							

1. Description of Complaint – Description de plainte

Contact Information – l'information de contact

Name – Nom

Tel. No. - N ° Tél

Signature – Signature

Date

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

Solicitation No. - N° de l'invitation

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Buyer ID - Id de l'acheteur

qcl014

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

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CCC No./N° CCC - FMS No/ N° VME

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

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

Date of Corrective Action - Date de modalité de reprise

Client Name and Signature - Nom et signature de client

Date

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

Signature – Signature

Date

ANNEX I**FINANCIAL BID PRESENTATION SHEET****I1 Price for Evaluation**

A)	Known Work For work as stated in Part 1 Clause 2 a), Specified in Annex "A", for a FIRM PRICE of:	<div style="text-align: right;">\$</div>
B)	Unscheduled Work <i>Contractor Labour Cost:</i> Estimated labour hours at a firm <i>hourly Charge-out Labour Rate</i> , including overhead and profit for evaluation purpose only: 225 person hours X \$_____ per hour for a PRICE of: (See 2.1 and 2.2 below)	<div style="text-align: right;">\$</div>
C)	EVALUATION PRICE GST Excluded, [A + B + C]: <div style="text-align: right;">For an EVALUATION PRICE of :</div>	<div style="text-align: right;">\$</div>

2. Unscheduled Work

The Contractor will be paid for unscheduled work arising, as authorized by the Minister, 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 shall be added a 10% mark-up, plus Goods and Services Tax or Harmonized Sales Tax as applicable, of the total cost of material and labour. The firm hourly *Charge-out Labour Rate* and the material mark-up will remain firm for the duration of the Contract and any subsequent amendments thereto."

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

Elements of Related Labour Costs identified in 2.2 below, will not be negotiated, but will be compensated for in accordance with paragraph 2.2 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.

2.2: Allowance for *Related Labour Costs* such as: Management, Direct Supervision, Purchasing and Material Handling, Quality Assurance and Reporting, First Aid, Gas Free

Inspecting and Reporting, and Estimating will be included as *Overhead* for the purposes of determining the *Charge-out Labour Rate* entered in line I2 above.

- 2.3:** 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.

3. Overtime

No overtime work shall be compensated for under the Contract unless authorized in advance and in writing by the Contracting Authority. Any request for payment must be accompanied by a copy of the overtime authorization and a report containing such details as Canada may require with respect to the overtime work performed. Compensation for authorized overtime will be calculated in the following manner:

- a. For Known Work, the Contractor will be paid the original contract price plus agreed overtime hours paid at the following premium rates; or,
- b. For Unscheduled Work, the Contractor will be paid for agreed overtime hours paid at the quoted *Charge-out Labour Rate* plus the following premium rates:

Premium For Time and one half: \$ _____ per hour; or,

Premium For Double time \$ _____ per hour

Premium for time and one half:

$\frac{1}{2}$ (that portion of the firm Hourly Charge-out Labour Rate in item 2 that is directly attributable to salary cost plus related certified fringe benefits) times 7.5% (representing profit)

Premium for double time:

(that portion of the Unscheduled Work firm Charge-out Labour Rate in item 2 that is directly attributable to salary cost plus related certified fringe benefits) times 7.5% (representing profit)

These premiums will remain firm for the duration of the Contract, including all amendments and are subject to audit by Canada, and to retroactive adjustment under the Contract if Canada discovers that the premiums have not been calculated in accordance with the formulae, above.

ANNEX « A »

**CCGS LOUISBOURG
CCGS LOUIS M. LAUZIER**

**MODIFICATION OF THE LOUIS M. LAUZIER
REMOVAL AND INSTALLATION OF THE
CCGS LOUISBOURG FISHING EQUIPMENTS**

WINTER 2013

January 2013

Marine Engineering
Integrated Technical Services
Coast Guard
Fisheries and Oceans

NGCC LOUISBOURG / LOUIS M. LAUZIER (Winter 2013)

**MODIFICATION OF THE LOUIS M. LAUZIER
REMOVAL AND INSTALLATION OF THE
CCGS LOUISBOURG FISHING EQUIPMENTS**

REMARKS

- H.D.-1 GENERALITIES AND PREPERATION
- H.D.-2 REMOVAL, WELDING AND REINSTALLATION OF
COMPONENTS
- H.D.-3 PIPING
- H.D.-4 PAINT
- H.D.-5 INSPECTION AND TRIALS

**CCGS LOUIS M. LAUZIER / CCGS LOUISBOURG
(Winter 2013)**

ITEM H.D. 1	GENERALITIES AND PREPERATION	REMARKS
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Referring to the following drawings :

“Diagramme hydraulique des équipements de pont”

#QM-L016-17CO1F01-1 (Louisbourg)

“Plan d’installation des équipements”

C12-84-160-01 (Louis M. Lauzier)

Generalities

- 1.1 The fishing equipment on board the CCGS Louisbourg will have to be removed (One net hauler, two line haulers of which one is mounted on a crane), then reinstalled on board the CCGS Louis M. Lauzier.

- 1.2 New base and brackets must be fabricated and installed on board the CCGS Louis M. Lauzier in order to install the CCGS Louisbourg’s fishing equipment. All hydraulic fittings and hoses must be replaced. External fittings must be wrapped with Petro-Tape. It will be allowed to reuse the hydraulic hoses that are inside the ship if they are in good condition.

- 1.3 All welders that will execute the work must be certified for Aluminum, all positions as per Canadian Welding Bureau W47.2.

Each welder certificate can be requested at any time. All modifications and new installation must comply to the actual marine regulation and be inspected as per TCMS surveyor’s entire satisfaction.

**CCGS LOUIS M. LAUZIER / CCGS LOUISBOURG
(Winter 2013)**

ITEM H.D. 1	GENERALITIES AND PREPERATION	REMARKS
1.4	The aluminum used for bases and brackets must be the type 6061 and 5083 (see the installation drawing)	
1.5	A weather resistant temporary shelter must be erected over the welding work zones. A temperature of 15°C inside the shelter must be maintained during the whole duration of works. Heating equipment and the necessary power must be supplied by the contractor.	
1.6	For all works involving disassembly and reassembly, all hose, piping, cylinders, rams, valves, and control openings must be plugged as soon as they are uncoupled, using oil tight threaded plugs in order to avoid any spill and internal contamination.	
1.7	The contractor must be in charge of all communications for inspections schedule, to advise the CCG representative and the TCMS surveyor.	

**CCGS LOUIS M. LAUZIER / CCGS LOUISBOURG
(Winter 2013)**

ITEM H.D. 1	GENERALITIES AND PREPERATION	REMARKS
1.8	All new hydraulic piping must be rinsed before installation, for a period of two (2) hours using a filtration unit with a 10µ filter supplied by the contractor, with the presence of the CCG representative. The contractor must foresee three (3) cartridge replacements.	
1.9	All bolts, nuts, washers needed for the equipment installation must be stainless steel 316 supplied by the contractor.	
1.10	Particular care must be taken on the work zone cleanliness. The contractor must avoid oil spills and must leave the work sites as clean as they were before the works.	

**CCGS LOUIS M. LAUZIER / CCGS LOUISBOURG
(Winter 2013)**

ITEM H.D. 1	GENERALITIES AND PREPERATION	REMARKS
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- 1.11 Any oil drained must be properly disposed by the contractor, as per actual environmental regulations.
- 1.12 Any hot work must be authorized by the chief engineer, with a ISM hot work permit form signed by the contractor BEFORE hot work begins.
- 1.13 The contractor must supply the necessary transfer equipment (cranes, slings, lifting gear). As the CCGS Louisbourg will be tied to the CCGS Louis M. Lauzier's starboard side, the chosen crane must the capability to reach the Louisbourg's fishing equipment.
- 1.14 The works can start as soon as the contract is granted and must be completed for March 19th, 2013

**CCGS LOUIS M. LAUZIER / CCGS LOUISBOURG
(Winter 2013)**

ITEM H.D. 2	REMOVAL, WELDING AND REINSTALLATION OF COMPONENTS	REMARKS
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2.1 Forward net hauler (Louisbourg)

2.1.1 The contractor must :

Mark the hydraulic piping of the windlass and net hauler, then drain the oil of the piping. All removed component must immediately have their opening sealed with oil tight threaded plugs.

2.1.2 The contractor must :

Remove the selector valve for windlass/net hauler. Remove the net hauler's control valve, the emergency stop switch and its cable. Modify the hydraulic piping in order to feed only the windlass with the **forward** hydraulic unit. Supply necessary hoses and fittings.

2.1.3 The contractor must :

Seal all deck and bulkhead unused transits with stainless steel 316 threaded plugs. All external fittings must be wrapped with Petro-Tape. Carry an operational as per CCG representative's entire satisfaction.

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2.1.4 The contractor must :

Remove the net hauler from its base and carry it on board the CCGS Louis M. Lauzier. The base on board the Louisbourg must be removed. Dispose of the aluminum scrap. Remove the fairlead and carry it on board the Louis M. Lauzier. All surfaces that will have been damaged by the works must be prepared to bare aluminum, and then apply the Louisbourg paint system described in H.-D.-4.

2.2 Net hauler installation on board the Lauzier

2.2.1 The contractor must :

Completely drain the hydraulic system and clean the tank. Following the installation drawing, fabricate a new base for the net hauler that will be adjusted to the ship, and then welded in place. The final position will have to be confirmed by the CCG representative.

2.2.2 The contractor must :

Fabricate and install watertight deck transits with doubler plates for hydraulic piping and electricity (net hauler, control valve, selector valve and emergency stop)

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2.2.3 The contractor must :

Fabricate and install the necessary brackets for the control valve and selector valve, the emergency stop switch and the fairlead mounted on the fwd stbd bulwark. Install threaded plugs in the newly installed deck transits. Prepare damaged and bare aluminum surfaces and then apply the paint system as per H.D.-4

2.2.3 The contractor must :

Install the net hauler on its base and the fairlead using stainless steel 316 nuts, bolts and washers. Install the control and selector valves with new hydraulic hoses. Install the emergency stop switch (including electrical connexion)

2.2.4 The contractor must :

Fill the system with new oil (supplied by the CCG) and carry an operational test for windlass and net hauler as per CCG representative's entire satisfaction.

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2.3 Line haulers

2.3.1 To simplify the text, the line hauler that is mounted on a crane will be the hauler #1 and the line hauler mounted on the bulwark will be hauler #2

2.4 Disassembly on board the Louisbourg :

The system's piping must be drained. The contractor must remove the selector valve and the pilot valve, the pilot valve electrical cables and selector switch. He must seal the deck transits with stainless steel 316 threaded plugs.

2.4.1 The contractor must modify the Louisbourg's piping in order to feed directly the capstan with the FRC launching ramp power beyond outlet. Haulers #1 and #2 must no longer be fed by the system. He must remove the piping that will be no longer used, seal the deck and bulkhead transits and the return manifold.

2.4.2 The contractor must carry an operational test of the FRC launching ramp and the capstan (Louisbourg) as per CCG representative's entire satisfaction.

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2.4.3 The contractor must :

Remove the hauler #2, plug all openings and install stainless steel 316 threaded plugs in deck transits. The support tube must be left on the bulwark. Remove the piping that will no longer be used. Carry the hauler #2 on board the CCGS Louis M. Lauzier.

2.4.4 The contractor must :

Remove the hydraulic piping of the hauler #1 system (boom cylinder, winch and hauler). Seal all openings with oil tight threaded plugs. Remove components as per recommendations on drawing # C12-84-160-01. Hauler #1 mast must be cut flush with the deck, in order to leave the doubler plate on the ship. Carry all equipment on board the Louis M. Lauzier.

2.4.5 All surfaces that will have been damaged by the works must be prepared to bare aluminum and the paint system described in H.D.-4 must be applied.

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2.5 Modifications et réparations du système du haleur #1

The universal joint for the boom mast is broken (see picture B1 and B2). It must be repaired with a full penetration weld and add perpendicular reinforcement without affecting boom movement.

2.5.1 The joint situated on the end of the hydraulic cylinder, attaching the vessel must be replaced by a universal joint with two axes, made of stainless steel (except for the part to be welded to the cylinder, this will be mild steel)

2.5.2 The hauler pulley and the knife must be repositioned so as to obtain the system described on the sketch A1. The cover plate must be removed.

2.5.3 The hauler system # 1 must be install as described in the installation plan, taking care to ensure that the center of the axis of the pulley at the end of the boom may be put overboard at least 50".

2.5.4 The contractor must remove the blocks valves, control valve assemblies for hauler # 1 on Louisbourg, and transport the whole onboard of the Lauzier.

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2.6 Installation of the hauler # 1 on the Louis M. Lauzier

2.6.1 The pump actually used for the FRC launching ramp must be used to feed the hauler systems. This pump is located in the Lazaret compartment.

2.6.2 The contractor must modify the FRC Launching ramp block valve by means of adding a power beyond section. He must supply and install the necessary bolts for this modification, fabricate and install a new housing for the modified block valve.

2.6.3 The contractor must fabricate and install a water tight deck transit for the power beyond outlet. He must fabricate, supply and install the necessary bulkhead transits, brackets, 3/4" dia. rigid piping and fittings from the Lazaret compartment to the front of the starboard propulsion engine. Hydraulic hoses must then be installed to connect the hauler systems. The rigid piping and corresponding fittings must be stainless steel 316.

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2.6.4 The contractor must:

Fabricate and install the necessary support, for the installation of block valve in the crane hydraulic tank compartment, located on starboard side. Manufacture and install watertight bulkhead transits between this compartment and the exterior. Fabricate and install the necessary supports to receive all control valves and support piping suspended from the tweendeck.

2.6.5 The contractor must:

Install the bloc valve in the compartment mentioned in 2.6.4, install the hydraulic hoses and fittings between the block valve and hauler #1 equipment. Install the control hoses between the block valve and the control valve assembly. Install the hoses between the rigid pipes located in front of the stbd engine and the block valve. The contractor must supply and install a return manifold for additional return lines.

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2.7 Hauler #2

The contractor must fabricate and install support for the #2 hauler as described in the drawing C12-84-160-01. The final position will be determined by the CCG representative.

2.7.1 The contractor must perform two openings in the deck, fabricate and weld deck transits with a doubling plate welded on both sides.

2.7.2 The contractor must install the flexible hoses between the hauler #2 and block valve.

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ITEM H.D. 3	PIPING	REMARKS
3.1	All external fittings on hydraulic systems affected by this quotation must be wrapped with an anticorrosion tape ("petro-tape"), provided by the contractor.	
3.2	All interior and exterior hoses and fittings must be replaced with new ones, with the capacity to withstand a pressure of 3750psi.	
3.3	All screw plugs used to seal the bulkhead and deck watertight transits no longer in use must be 316 stainless steel. These must be installed with an anti-seize compound on the threads.	
3.4	Any rigid pipe and corresponding fittings must be 316 stainless steel, capable of withstanding a pressure of 3750psi.	

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ITEM H.D. 4	PAINT	REMARKS
4.1	All new or surfaces brought to bare aluminum must be painted according to the ship's paint system, which includes surfaces of new elements installed, welds and all existing elements of the ship affected by the work of this contract.	
4.2	For all surfaces to be painted, the contractor must bring surfaces by means of mechanical equipment to the commercial standard before applying the primer.	
4.3	Given the weather, places to paint and retouch must be conducted under a temporary shelter, heated to maintain a minimum temperature of 15 deg. C for the complete curing period of the paint.	

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ITEM H.D. 4	PAINT	REMARKS
4.4	For bare aluminum surfaces, the contractor must provide and apply a coat of INTERPRIME 539, yellow VTA538, then apply a layer INTERPRIME 234, color red CPA 234 of 0.002" thick, when dry.	
4.5	For decks and structures welded on decks, the contractor must apply two coats of INTERLAC 665, color CLL274 / 1 (deck red) of 0.002" thick each, when dry. For bulwarks and hauler # 2 support, the contractor must apply two coats of INTERLAC 665, RAL-3000 (Red hull) 0.002" each, dry. Universal joint, hauler cylinder # 1 and the net hauler support must be painted with two coats of INTERLAC 665, color buff 0.002" thick each, dry. To touch up white paint, the color white RAL9003 INTERLAC 665 must be used. The Contractor must provide the paint.	

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ITEM H.D. 5	INSPECTION AND TRIALS	REMARKS
5.1	A trial of the equipment installed aboard the Louis M. Lauzier must be performed upon the completion of work. The net hauler, hauler system # 1 and # 2 must be tested in the presence of the CCG representative. The tests must be performed to the satisfaction of the latter. The contractor must perform hydraulic adjustments necessary without delay.	
5.2	Equipment affected aboard the Louisbourg must also be tested for operation in the presence of the CCG representative, once changes are completed. (see Section HD-2)	
5.3	Any changes to the work plan must be approved by the CCG representative before performing the work.	