

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**
1713 Bedford Row
Halifax, N.S./Halifax, (N.É.)
B3J 1T3
Bid Fax: (902) 496-5016

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
Acquisitions
1713 Bedford Row
Halifax, N.S./Halifax, (N.É.)
B3J 3C9

Title - Sujet REFIT - CCGC CAPE LIGHT	
Solicitation No. - N° de l'invitation F5561-112526/A	Date 2012-03-05
Client Reference No. - N° de référence du client F5561-11-2526	GETS Ref. No. - N° de réf. de SEAG PW-\$HAL-302-8635
File No. - N° de dossier HAL-1-66962 (302)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-03-22	
Time Zone Fuseau horaire Atlantic Daylight Saving Time ADT	
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: Gaudreau, Michel	Buyer Id - Id de l'acheteur hal302
Telephone No. - N° de téléphone (902) 496-5245 ()	FAX No. - N° de FAX (902) 496-5016
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF FISHERIES AND OCEANS CCGS CAPE LIGHT CLARK'S HARBOUR NOVA SCOTIA BOWIPO Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

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LIST OF ANNEXES:

Annex "A" Statement of Work

Solicitation No. - N° de l'invitation

F5561-112526/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hal302

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

F5561-11-2526

HAL-1-66962

Annex "B"	Basis of Payment
Annex "C"	Insurance Requirements
Annex "D"	Inspection/Quality Assurance/Quality Control
Annex "E"	Warranty
Annex "F"	Project Management Services
Annex "F"	Modifications of 1026A Supplies - Firm Price
Annex "G"	Project Management Services
Annex "H"	Financial Bid Presentation Sheet
Appendix 1 to Annex "H"	Pricing Data Sheet

PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment and other annexes.

1.2 Summary

1. The Statement of Work is:
 - a) to carry out the hull repairs of the CCGC Cape Light in accordance with the associated Technical Specifications detailed in the Statement of Work and Project Management Services attached as Annexes "A" and "G".
 - b) to carry out any approved unscheduled work not covered in paragraph a. Above.
2. There is a security requirement associated with this requirement. For additional information, see Part 7 - Resulting Contract Clauses, Article 3.
3. The requirement is exempt from the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), Annex 4 and the North American Free Trade Agreement (NAFTA), Chapter Ten Annex 1001.2b Paragraph 1, however, it is subject to the Agreement on Internal Trade (AIT) and will be limited to suppliers in Eastern Canada in accordance with Shipbuilding, Refit, Repair and Modernization Policy (1996-12-19).
4. The proposed work period is 29 March to 27 April 2012.

(Derived from - Provenant de: B4029C, 2008-05-12)

1.3 Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within 15 working days of receipt of

notification that their bid was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions 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 Standard Instructions (2011-05-16) Goods or Services, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

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

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 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.

(Derived from - Provenant de: A0012T, 2007-05-25)

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 Nova Scotia.
2. The Bidder may, at its discretion, substitute the applicable laws of a Canadian province or territory of its choice without affecting the validity of its bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or

territory of its choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidder.

(Derived from - Provenant de: A9070T, 2007-05-25)

2.5 Bidders' Conference

A bidders' conference will be held in the offices of the Canadian Coast Guard station in Clark's Harbour, Nova Scotia on **14 March 2012**. The conference will begin at 1 PM. The scope of the requirement outlined in the bid solicitation will be reviewed during the conference and questions will be answered. It is recommended that bidders who intend to submit a bid attend or send a representative.

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

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

(Derived from - Provenant de: A9038T, 2006-06-16)

2.6 Optional Site Visit - Vessel

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for a tour of the work site. The site visit will be held on **14 March 2012** before the bidders conference. Bidders are requested to communicate with the Contracting Authority before the scheduled visit to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance form. Bidders who do not attend or send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

(Derived from - Provenant de: A9038T, 2006-06-16)

2.7 Work Period - Marine

1. Work must commence and be completed as follows:
Commence: 29 March 2012;
Complete: 27 April 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.

(Derived from - Provenant de: D6007T, 2007-11-30)

2.8. Docking Facility

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

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

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

(Derived from - Provenant de: B9006T, 2008-05-12)

2.9 List of Proposed Sub-contractors

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

(Derived from - Provenant de: A7035T, 2007-05-25)

2.10 Quality Plan - Solicitation

Before contract award and within five (5) working days of written notification by the Contracting Authority the successful Bidder may be required to provide an example of its Quality Plans for the specification items 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.

2.11 Inspection and Test Plan

Before contract award and within five (5) working days of written notification by the Contracting Authority the successful Bidder may be required to provide an example of its Inspection Plans.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I:	Management Bid (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 bidders to follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation; and
- (c) include the certifications as a separate section of the bid.

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

Section I: Management Bid

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

Section II: Financial Bid

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

Section III: Certification Requirements

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

3.1.2 SACC Manual Clauses

C0417TUnscheduled Work and Evaluation Price (2008-05-12)

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

Bids will be assessed in accordance with the entire requirement of the bid solicitation including compliance with the mandatory certifications and table of deliverable requirements as detailed in Parts 2, 5 & 6. Any additional information which supports the bid will be requested as required by the Contracting Authority as indicated in Part 6. Only those bids which are found to meet all the mandatory requirements and the submission of acceptable additional information within the specified time frames will be deemed responsive.

4.2 Basis of Selection

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

(Derived from - Provenant de: A0069T, 2007-05-25)

4.3 Public Bid Opening

A public bid opening will be held in 1713 Bedford Row, Halifax, N.S. at 14:00 local on **22 March 2012**.

(Derived from - Provenant de: A0017T, 2007-05-25)

PART 5 - CERTIFICATIONS

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

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

(Derived from - Provenant de: A3015T, 2008-12-12)

5.1 Certifications Precedent to Contract Award

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

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

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

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

The Bidder or the member of the joint venture

- (a) () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c) () is subject to the requirements of the FCP, having a workforce of 100 or more full-time 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.

(Derived from - Provenant de: A3031T, 2010-08-16)

PART 6 - FINANCIAL, SECURITY AND OTHER REQUIREMENTS

6.1 Not Used - Security Requirement

6.2 Financial

6.2.1 Financial Capability

SACC Manual Clause A9033T Financial Statements (2007-11-30)

6.3 Not Used - Accommodation

6.4 Not Used - Parking

6.5 Material and Supply Support

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

6.6 Workers' Compensation - Letter of Good Standing

It is mandatory that the Bidder has an account in good standing with the Provincial Workers Compensation Board/Commission. Before contract award and within 24 hours of written notification by the Contracting Authority the successful Bidder must submit a certificate or Letter of Good Standing from the applicable Workers Compensation Board/Commission. Failure to provide this information will render the bid non responsive.

(Derived from - Provenant de: A0285T, 2007-05-25)

6.7 Welding Certification

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

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

2. Before contract award and within five (5) calendar days of the written request by the Contracting Authority, the successful Bidder must submit evidence demonstrating its or its subcontractors certification to the welding standards. In addition, welding must be done in accordance with the requirements of the applicable drawings and specifications.

6.8 Valid Labour Agreement

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

(Derived from - Provenant de: A9125T, 2007-05-25)

6.9 Work Schedule and Reports

Before contract award and within 24 hours of written notification by the Contracting Authority the successful Bidder must submit to Canada one (1) copy of its preliminary production work schedule. This schedule is to show the commencement and completion dates for the Work in the available work period, including realistic target dates for significant events. This schedule will be reviewed with the successful Bidder at the Pre-Refit Meeting.

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

6.10. Safety Measures For Fueling and Disembarking Fuel

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

Before contract award and within five (5) working days of written notification by the Contracting Authority the successful Bidder must provide details of its safety measures for fueling and disembarking fuel together with the name and experience of the person in charge of this activity.
(Derived from - Provenant de: A9056T, 2008-05-12)

6.11 ISO 9001:2000 - Quality Management Systems

Before contract award and within 24 hours of written notification by the Contracting Authority the successful Bidder must provide its current ISO Registration Documentation indicating its registration to ISO 9001:2000. Documentation and procedures of bidders not registered to the ISO standards may be subject to a Quality System Evaluation (QSE) by the Inspection Authority before award of a contract.

6.12 Environmental Protection

Before contract award and within 24 hours of written notification by the Contracting Authority, the successful Bidder must submit details of its environmental emergency response plans, waste management procedures and/or formal environmental training undertaken by its employees. In addition, the successful Bidder must submit samples of its processes and procedures pertinent to the completion of the Work.

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 "D".

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.

(Derived from - Provenant de: G1007T, 2007-11-30)

6.14 Tables of Deliverable Requirements

6.14.1 Mandatory Tender Deliverable Requirements

Notwithstanding deliverable requirements specified anywhere else within this Invitation to Tender and its associated Technical Specifications, the following are the only mandatory deliverables that must be submitted with the Tender 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	Invitation To Tender document part 1 page 1 completed and signed;	
2	Completed Annex "H" Financial Bid presentation Sheet	
3	Completed Appendix 1 to Annex "H" Pricing Data Sheets	

6.14.2 Supporting Tender Deliverable Requirements

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

Item	Description	Completed and Attached	To be forwarded if requested by the CA
1	Changes to Applicable Laws (if any) as per article 2.4		
2	Docking Facility Certificate, as per article 2.8		
3	Subcontractor List (if any) as per article 2.9		
4	Proof of good standing with Worker's Compensation Board as per article 6.6		
5	Proof of welding certification, as per article 6.7		
6	Proof of valid Labour Agreement or similar instrument covering the work period as per article 6.8		
7	Preliminary Work Schedule as per article 6.9		
8	ISO Registration Certificate or Quality Assurance Documentation, as per article 6.11		
9	Project Management Team Details, as per article G1.4		

6.14.3 Supplementary Tender Deliverable Requirements

The following information, which supports the bid, may be requested by the Contracting Authority, from the lowest responsive bidder and it shall be provided within 5 working days of the written request:

Item	Description	Completed and Attached	To be forwarded if requested by the CA
1	Docking facility information and calculations, as per article 2.8		
2	Examples of quality and inspections plans, as per articles 2.10 and 2.11		
3	Financial Statements and information, as per article 6.2.2	Not Used	
4	Details of accommodation, as per article 6.3	Not Used	
5	Details of parking Arrangements, as per article 6.4	Not Used	
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 fuel as per article 6.10		
9	Details of environmental emergency response plans and waste management procedures, as per article 6.12		
10	Details of formal environmental training undertaken by employees, as per article 6.12		
11	Either proof of insurance coverage as required by article 7.11 or the letter as per article 6.13.		

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

The Contractor must:

- a) Carry out the repairs of the Canadian Coast Guard Cutter Cape Light in accordance with the associated Technical Specifications detailed in the Statement of Work and Project Management Services attached as Annexes "A" and "G".
- 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 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>

7.2.1 General Conditions

2030 General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.
Section 21 of 2030 is amended in Annex "E" Warranty.

7.2.2 Supplemental General Conditions

1029, Ship Repairs, 2010-08-16, (excluding article 8) apply to and form part of the Contract.

7.3 Not Used - Security Requirement

7.4 Term of Contract

7.4.1 Work Period- Marine

1. Work must commence and be completed as follows:

Commence: 29 March 2012;

Complete: 27 April 2012.

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

(Derived from - Provenant de: D6007C, 2007-11-30)

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Michel Gaudreau
Supply Specialist
Public Works and Government Services Canada
Acquisitions, Marine
P.O. Box 2247, 1713 Bedford Row,
Halifax, Nova Scotia

Telephone: (902) 496-5245

Facsimile: (902) 496-5016

E-mail address: Michel.Gaudreau2@pwgsc-tpsgc.gc.ca

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

(Derived from - Provenant de: A1024C, 2007-05-25)

7.5.2 Technical Authority

The Technical Authority for the Contract is:

Troy Roode
Project Officer
Fisheries and Oceans / Canadian Coast Guard
Technical Management Services
176 Portland St, Marine House
Dartmouth, N.S.
B2Y 4T3

Telephone: (902) 426-2798

Facsimile: (902) 426-2330

E-mail Address: Troy.Roode@dfo-mpo.gc.ca

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

(Derived from - Provenant de: A1030C, 2007-05-25)

7.5.3 Inspection Authority

The Inspection Authority for the Contract is:

Fisheries and Oceans / Canadian Coast Guard

The Inspection Authority is responsible for inspection of the Work and acceptance of the finished work. The Inspection Authority will be represented on-site by an assigned On-Site Inspector and any other departmental inspectors who will from time to time be assigned in support of the designated inspector.

(Derived from - Provenant de: A1025C, 2008-05-12)

7.6 Payment

7.6.1 Basis of Payment - Firm Price or Firm Lot Price

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

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.

(Derived from - Provenant de: C0207C, 2011-05-16)

7.6.2 Method of Payment - Single Payment

Canada will pay the Contractor upon completion and delivery of the work in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the contract;
- b) all such documents have been verified by Canada;
- c) the work delivered has been accepted by Canada.

(Derived from - Provenant de: H1000C, 2008-05-12)

7.6.3 SACC Manual Clauses

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

7.7 Invoicing Address

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 Method of Payment, and article 7.7.3 Invoicing Instructions.

7.7.2 Invoices are to be made out to:

Fisheries and Oceans
 Technical Management Services
 176 Portland St. Marine House
 Dartmouth, Nova Scotia
 B2Y 4T3
 Attention: Darla Macphee

The original invoice is to be forwarded for verification to:

Public Works and Government Services Canada
Acquisitions, Marine
P.O. Box 2247, 1713 Bedford Row
Halifax, Nova Scotia
B3J 3C9
Attention: Michel Gaudreau

7.8 Certifications

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

(Derived from - Provenant de: A3015C, 2008-12-12)

7.9 Applicable Laws

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

(Derived from - Provenant de: A9070C, 2007-05-25)

7.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the Supplemental General Conditions 1029, (2010-08-16), Ship Repairs;
- (c) the General Conditions 2030, (2011-05-16), General Conditions - Higher Complexity- Goods
- (d) Annex "A", Statement of Work;
- (e) Annex "B", Basis of Payment;
- (f) Annex "H", Financial Bid Presentation Sheet;
- (g) Annex "C", Insurance Requirements;
- (h) Annex "D", Inspection/Quality Assurance/Quality Control;
- (j) Annex "G", Project Management Services;
- (k) Annex "E", Warranty;
- (l) the Contractor's bid dated TBD.

(Derived from - Provenant de: A9140C, 2007-05-25)

7.11 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.

(Derived from - Provenant de: G1001C, 2008-05-12)

7.12 Not Used - Contract 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.

(Derived from - Provenant de: A7035T, 2007-05-25)

7.16 Work Schedule and Reports

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. Changes in scheduled completion dates due to unscheduled work will not be accepted except as negotiated under Design Change or Additional Work clause 7.26

(Derived from - Provenant de: A0011C, 2007-05-25)

7.17 Insulation Materials - Asbestos Free

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

7.18 Loan of Equipment - Marine

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

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

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

(Derived from - Provenant de: B9028C, 2007-05-25)

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

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

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

It is not intended that the Contractor be registered to ISO 9001; however, the Contractor's quality management system must address all requirements appropriate to the scope of the Work. Only exclusions in accordance with clause 1.2 of ISO 9001 are acceptable.

Assistance for Government Quality Assurance (GQA):

The Contractor must provide the Technical Authority with the accommodation and facilities required for the proper accomplishment of GQA and must provide any assistance required by the Technical Authority for evaluation, verification, validation, documentation or release of product.

The Technical Authority must have the right of access to any area of the Contractor's or subcontractor's facilities where any part of the Work is being performed. The Technical Authority 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 Technical Authority the equipment necessary for all validation purposes. Contractor personnel must be made available for operation of such equipment as required.

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

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

(Derived from D5540C, 2010-08-16)

7.22 Quality Control Plan

No later than two (2) 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 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 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 and Technical Authorities.

7.23 Welding Certification

1. The Contractor must ensure that welding is performed by a welder certified by the Canadian Welding Bureau (CWB) in accordance with the requirements of the following Canadian Standards Association (CSA) standards:
 - (a) CSA W47.1-03, Certification for Companies for Fusion Welding of Steel Structures (Minimum division level 20); and
 - (b) CSA W47.2-M1987 (R2003), Certification for Companies for Fusion Welding of Aluminum (Minimum division level 2.1).
2. In addition, welding must be done in accordance with the requirements of the applicable drawings and specifications.
3. Before the commencement of any fabrication work, and upon request from the 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.
(Derived from - Provenant de: B4075C, 2008-05-12)

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 Supervision of Fueling and Disembarking Fuel

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

7.26 Procedures for Design Change or Additional Work

These procedures must be followed for any design change or additional work.

1. When Canada requests design change or additional work:

(a) The Technical Authority will provide the Contracting Authority with a description of the design change or additional work in sufficient detail to allow the Contractor to provide the following information:

- (i) any impact of the design change or additional work on the requirement of the Contract;
- (ii) a price breakdown of the cost (increase or decrease) associated with the implementation of the design change or the performance of the additional work using either the form PWGSC-TPSGC 1686, Quotation for Design Change or Additional Work, or the form PWGSC-TPSGC 1379, Work Arising or New Work, (NOTE: Only government employees have access to these forms) or any other form required by Canada;

(iii) a schedule to implement the design change or to perform the additional work and the impact on the contract delivery schedule.

(b) The Contracting Authority will then forward this information to the Contractor.

(c) The Contractor will return the completed form to the Contracting Authority for evaluation and in the negotiation. Once agreement has been reached, the form must be signed by all parties to appropriate signature blocks. This constitutes the written authorization for the Contractor to proceed with the work, and the Contract will be amended accordingly.

2. When the Contractor requests design change or additional work:

(a) The Contractor must provide the Contracting Authority with a request for design change or additional work in sufficient detail for review by Canada.

(b) The Contracting Authority will forward the request to the Technical Authority for review.

(c) If Canada agrees that a design change or additional work is required, then the procedures detailed in paragraph 1 are to be followed.

(d) The Contracting Authority will inform the Contractor in writing if Canada determines that the design change or additional work is not required.

3. Approval

The Contractor must not proceed with any design change or additional work without the written authorization of the Contracting Authority. Any work performed without the Contracting Authority's written authorization will be considered outside the scope of the Contract and no payment will be made for such work.

(Derived from - Provenant de: B5007C, 2010-01-11)

7.27 Equipment/Systems: Inspection/Test

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

7.29 Vessel Custody

1. This work is going to take place with the vessel "out of commission" and therefore in the "care, control and custody" of the Contractor.
2. An "ACCEPTANCE CERTIFICATE - ASSUMPTION OF CUSTODY OF FEDERAL GOVERNMENT SHIPS BY CONTRACTOR" (Appendix 1 to Annex "D") must be completed as required and a copy passed to the Inspection Authority.
3. To facilitate this turnover, representatives of the Contractor and Canada must confirm the condition of the vessel.
4. A vessel condition report must be appended to the above noted certificate and must be accompanied by colour photographs or videos in either conventional or digital format.
5. When the vessel is to be returned to the "care, control and custody" of Canada, an "ACCEPTANCE CERTIFICATE - RESUMPTION OF CUSTODY OF FEDERAL GOVERNMENT SHIPS BY THE CLIENT DEPARTMENT" (Appendix 2 to Annex "D") must be completed and a signed copy passed to Canada for distribution.

7.30 Vessel Unmanned Refits

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

(Derived from - Provenant de: A0024C, 2010-08-16)

7.31 Pre-Refit Meeting

A Pre-Refit meeting will be convened and chaired by the Contracting Authority at the Repair facility the first working day of the work period.

7.32 Meetings

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

(Derived from - Provenant de: B9035C, 2008-05-12)

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.
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.

(Derived from - Provenant de: B5801C, 2005-05-12)

7.34 Licensing

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

7.35 Hazardous Waste

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

7.36 Site Regulations

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

7.37 Scrap and Waste Material

	SACC Manual Clause	A9055C	Scrap and Waste Material	(2008-05-12)
7.38	Stability			
	SACC Manual Clause	B6100C	Stability	(2008-05-12)
7.39	Vessel - Access by Canada			
	SACC Manual Clause	A9066C	Vessel - Access by Canada	(2008-05-12)
7.40	Title to Property - Vessel			
	SACC Manual Clause	A9047C	Title to Property - Vessel	(2008-05-12)
7.41	Workers Compensation			
	SACC Manual Clause	A0285C	Workers Compensation	(2007-05-25)
7.42	Defence Contract			
	SACC Manual Clause	A9006C	Defence Contract	(2008-05-12)

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ANNEX "A" - STATEMENT OF WORK

The entire Statement of Work is a separate electronic document entitled:

Refit Specification CCGC Cape Light specification number 11-C145-023-1

Annexes A and B of the specification document must be requested from the Contracting Authority.

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

a)	Known Work 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 Annex "H" for a FIRM PRICE of:	\$ _____
b)	Cost of Financial Security As per Contract article 7.12.1	\$ Not Used
c)	Subtotal	\$ _____
d)	HST Estimated at (15%) of Line a) only	\$ _____
e)	Total Firm Price HST Included [c + d]: For a FIRM PRICE of :	\$ _____

B2 Unscheduled Work

The Contractor will be paid for unscheduled work arising, as authorized by Canada, calculated in the following manner:

"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 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."

B2.1 Notwithstanding definitions or usage elsewhere in this document, or in the Contractor's Cost Management System, when negotiating Hours for unscheduled work, PWGSC will consider only those hours of labour directly involved in the production of the subject work package. Elements of Related Labour Costs identified in 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

No overtime work will 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 by taking the average hourly direct labour rate premiums, plus certified fringe benefit additives, plus profit of 7 1/2 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 deemed necessary by Canada.

B4 Daily Services Fee

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

The firm daily services fee is:

- | | | |
|-----|---------------------------------------|---------|
| (a) | For a working day on the drydock | \$_____ |
| (b) | For a non-working day on the drydock: | \$_____ |
| (c) | For a working day at the berth: | \$_____ |
| (d) | For a non-working day at the berth: | \$_____ |

The above fees shall include but not be limited to, all aspects of the following costs: Administrative Support, Production Services, Quality Assurance, Material Support, Planned Maintenance and Ship Services, and all other resources and direct costs needed to maintain the Vessel at the Contractor's facility, including all items listed in **B5**. These fees are firm and not subject to any additional charges for mark-up or profit.

B5 Cost of all Services is Included in the Daily Services Fee

All charges, fees expenses and disbursements incidental to the carrying out of the Work, including all items described in Supplemental General Conditions 1029 (2010-08-16) Ship Repair, section (07), are included in the Daily Service Fee, including, without limitation:

1. Services: include all costs for ship services such as water, steam, electricity, etc., required for vessel maintenance for the duration of the Contract.
2. Docking and Undocking include:
 - (a) all costs resulting from drydocking, wharfage, security, shoring, shifting and/or moving of the vessel within the Contractor's facility;
 - (b) the cost of services to tie up the vessel alongside and to cast off.

ANNEX C - INSURANCE REQUIREMENTS**C1 Ship Repairers' Liability Insurance**

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

(Derived from - Provenant de: G5001C, 2008-05-12)

C2 Commercial General Liability

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$10,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability Insurance policy must include the following:
 - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.

-
- (c) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - (d) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - (e) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - (f) Employees and, if applicable, Volunteers must be included as Additional Insured.
 - (g) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - (h) Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - (i) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - (j) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - (k) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

(Derived from - Provenant de: G2001C, 2005-05-12)

C3 Limitation of Contractor's Liability for Damages to Canada

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

2. Whether the claim is based in contract, tort, or another cause of action, the Contractor's liability for all damages suffered by Canada caused by the Contractor's performance of or failure to perform the Contract is limited to \$10,000,000.00 per incident or occurrence, to an annual aggregate of \$20,000,000 for damages caused in any one year of carrying out of the Contract, each such year starting on the date of coming into force of the Contract or its anniversary, and to a total maximum liability of \$40,000,000.00. This limitation of the Contractor's liability does not apply to:

- (a) any infringement of intellectual property rights; or
- (b) any breach of warranty obligations.

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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.

APPENDIX 1 To ANNEX "C"**ACCEPTANCE CERTIFICATE*****ASSUMPTION OF CUSTODY OF CANADIAN GOVERNMENT SHIPS BY
CONTRACTORS*****ACCEPTANCE OF**

1. The undersigned, on behalf of the Department of
and of acknowledge to have handed over and received
respectively *Name of Vessel* for the purpose of refit, all
in accordance with the terms and conditions of PWGSC Contract Serial
Number..... and such documents which form part of the said
contract.
2. It is mutually agreed by all parties that the condition report by compartment or area shall be
considered as an addendum to this Contract ; and shall be a valid document in the taking over
of the vessel by the Contractor, even if the inspection and signing occur after the signing of
the Contract but within the agreed ten (10) day period.

SIGNED AT.....PROVINCE..... ON,

THE DAY OF..... (Month) 20.....

AT HOURS.

FOR:

.....

DEPARTMENT OF XXX

FOR:

.....

CONTRACTOR

WITNESSED BY:

.....
PUBLIC WORKS AND GOVERNMENT SERVICES CANADA

APPENDIX 2 To ANNEX "C"**ACCEPTANCE CERTIFICATE*****RESUMPTION OF CUSTODY OF CANADIAN GOVERNMENT SHIPS BY THE CLIENT DEPARTMENT***

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

SIGNED AT..... PROVINCE.....ON,

THE..... DAY OF.....(Month) 19.....

AT.....HOURS.

FOR:
(CONTRACTOR)

FOR:
DEPARTMENT OF XXXXXX

WITNESSED BY:
PUBLIC WORKS AND GOVERNMENT SERVICES CANADA

ANNEX D - INSPECTION/QUALITY ASSURANCE/QUALITY CONTROL

D1 Inspection and Test Plan (ITP):

1. The Contractor must prepare an Inspection and Test Plan (ITP) comprising individual inspection and test plans for each specification item of this project, in accordance with the Quality Standard and 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;
 - 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 shall be conducted in accordance with the ITP and as detailed in E4.
2. The Contractor shall 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 shall ensure that their own staff are provided in support of such inspection/test/trial.
3. The Contractor shall 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 shall 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 shall be available at short notice.
5. The Contractor is to coordinate the activities of all personnel taking part in each inspection/test/trial and ensure that safe conditions prevail throughout the inspection/test/trial.

D3 Inspection Records and Reports

1. The Contractor on the inspection record, test or trials sheets as applicable shall record the results of each inspection. The Contractor shall 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) shall sign as having witnessed the inspection, test or trial on the inspection record. The Contractor shall 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 shall 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 shall be included in the final records passed to the Inspector.
5. The Contractor shall 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 shall 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, shall be retained by the Contractor for three (3) years from the date of completion or termination of the Contract and shall be made available to the Inspection Authority upon request.

D4 Inspection and Trials Process

1. Drawings and Purchase Orders

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

The Inspector is NOT responsible for the resolution of discrepancies.

2. Inspection

- a. Upon receipt and acceptance of the Contractor's ITP, inspection will consist of a number of Inspection Points supplemented by such other inspections, tests, demonstrations and trials as may be deemed necessary by the Inspector to permit him to certify that the work has been performed in compliance with the provisions of the specification. The Contractor shall be responsible for notifying the Designated Inspector of when the work will be available for inspection, sufficiently in advance to permit the Designated Inspector to arrange for the appropriate inspection.
- b. The Inspector will inspect the materials, equipment and work throughout the project against the provisions of the specification and, where non-conformances are noted, will issue appropriate **INSPECTION NON-CONFORMANCE REPORTS**.
- c. The Contract requires the implementation of a Quality Assurance/Quality Control system, so the Inspector shall require that the Contractor provide a copy of its internal inspection report pertaining to a work item before conducting the requested inspection. If third party inspections are required by the Contract (e.g. inspections by a certified CWB 178.2 welding inspector), the reports of these inspections shall be required before the Work is inspected by the PWGSC Inspector.
- d. The QA/QC system is a requirement, so if the documentation is presented to the Inspector prior to an inspection stating that the Work is satisfactory but the Inspector finds that the

Work has not been satisfactorily inspected, the Inspector shall issue an Inspection Non-conformance Report against the Work and another against the failure of the Contractor's QA/QC system.

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

3. Inspection Non-conformance report

- a. An Inspection Non-conformance Report will be issued for each non-conformance noted by the Inspector. Each report will be uniquely numbered for reference purposes, will be signed and dated by the Inspector, and will describe the non-conformance.
- b. When the non-conformance has been corrected by the Contractor and has been re-inspected and accepted by the Inspector, the Inspector will complete the Report by adding an appropriate signed and dated notation.
- c. At the end of the project, the content of all Inspection Non-conformance Reports which have not been signed-off by the Inspector will be transferred to the Acceptance Documents prior to the Inspector's certification of such documents.

4. Tests, Trials, and Demonstrations

- a. To enable the Inspector to certify that the Work has been performed satisfactorily, in accordance with the Contract and Specifications, the Contractor shall schedule, co-ordinate, perform, and record all specified Tests, Trials and Demonstrations required by the Inspector as detailed in F4.
- b. Where the Specifications contain a specific performance requirement for any component, equipment, sub-system or system, the Contractor shall test such component, equipment, sub-system or system to the satisfaction of the Inspector, to prove that the specified performance has been achieved and that the component, equipment, sub-system or system performs as required by the specifications.
- c. Tests, trials and demonstrations shall be conducted in accordance with a logical, systematic schedule which shall ensure that all associated components and equipment are proven prior to sub-systems demonstration or testing, and that sub-systems are proven prior to system demonstration or testing.
- d. Where the Specifications do not contain specific performance requirements for any component, equipment, sub-system or system, the Contractor shall demonstrate such component, equipment, sub-system or system to the satisfaction of the Inspector.
- e. The Contractor shall submit their Inspection and Test Plan as detailed in F2.
- f. The Contractor shall co-ordinate each test, trial and demonstration with all interested parties, including the Inspector; Contracting and Technical Authorities; regulatory authorities; Classification Society; Sub-contractors; etc. The Contractor shall provide the Inspector and

- other Crown Authorities with a minimum of five working days notice of each scheduled test, trial, or demonstration.
- g. The Contractor shall keep written records of all tests, trials, and demonstrations conducted as detailed in F4.
 - h. The Contractor shall in all respects be responsible for the conduct of all tests and trials in accordance with the requirements of the Contract.
 - i. The Inspection Authority and the Technical Authority reserve the right to defer starting or continuing with any sea trials for any reasonable cause including but not limited to adverse weather, visibility, equipment failure or degradation, lack of qualified personnel and inadequate compliance with safety standards

ANNEX E - WARRANTY

E1 2030 (2012-03-02) General Conditions - Higher Complexity - Goods are hereby amended as follows:

Delete Section 2030 21 (2012-03-02) Warranty and Insert the following:

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

E2 Warranty Procedures

1. Scope

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

2. Definition

- a. There are a number of definitions of "warranty" most of which are intended to describe 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. 2030 General Conditions - Higher Complexity - Goods are augmented by clauses incorporated into the subject Contract.
- b. The warranty periods may be stated in more than one part:
 - i. 90 days commencing from the day the PWGSC 1205 Acceptance Document is signed for workmanship provided by the contractor for the refit work specified;
 - ii. 365 days from the date of acceptance for the specified areas of painting;
 - iii. 365 days commencing from the day the 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 Appendix 1 to Annex E 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.

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F5561-112526/A

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

F5561-11-2526

Amd. No. - N° de la modif.

File No. - N° du dossier

HAL-1-66962

Buyer ID - Id de l'acheteur

hal302

CCC No./N° CCC - FMS No/ N° VME

APPENDIX 1 to ANNEX 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		<p><u>Effect on Vessel Operations</u> <u>Effet sur des opérations de navire</u></p> <p>Critical Degraded Operational Non-operational</p> <p>Critique Dégradé Opérationnel</p> <p>Non-opérationnel</p>

1. Description of Complaint – Description de plainte

Contact Information – l'information de contact

<div style="border-bottom: 1px solid black; width: 100%;"></div>	
Name – Nom	Tel. No. - N ° Tél
<div style="border-bottom: 1px solid black; width: 100%;"></div>	
Signature – Signature	Date

Solicitation No. - N° de l'invitation

F5561-112526/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

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

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File No. - N° du dossier

HAL-1-66962

CCC No./N° CCC - FMS No/ N° VME

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

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

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

Date of Corrective Action - Date de modalité de reprise

Client Name and Signature - Nom et signature de client

Date

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

Signature – Signature

Date

5. Additional Information – Renseignements supplémentaires

Canada

PWGSC-TPSGC

ANNEX F - MODIFICATIONS TO 1026A SUPPLIES - FIRM PRICE**F1 1026A (2008-05-12) Supplies - Firm Price are hereby amended as follows:**

Delete: 1026A 10 (2004-12-10) Conditions Precedent to Payment and Insert the following:

- (a) No payment must be made to the Contractor unless or until invoices, inspection notes, and all other documents prescribed by the Minister or by the Inspection Authority inspector are submitted in accordance with either the terms of the Contract or the instructions of the Minister.
- (b) In cases where costs have been paid by the Contractor and where payment is being made by the Minister:
Canada must make no payment to the Contractor unless or until the Contractor, if required to do so, establishes to the satisfaction of the Minister that the materials, parts, work in process, or finished work are free from all claims, liens, attachments, charges, or encumbrances.
- (c) In cases where costs have accrued in the accounts of the Contractor as liabilities to be discharged in the normal course of business and where the Minister is making payment, no payment must be made to the Contractor unless or until the Contractor, if required to do so, establishes to the satisfaction of the Minister that:
 - i. The Contractor is not, in the ordinary course of business, delinquent in discharging any accrued liabilities that have arisen under this Contract;
 - ii. the Minister's payment must be used only to discharge such liabilities; and,
 - iii. upon such discharge, the materials, parts, work in process, and finished work must be free from all claims, liens, charges, or encumbrances.
- (d) In case of finished work, Canada must make no payment to the Contractor unless or until such finished work has been inspected and accepted in accordance with the terms of this Contract.

ANNEX G - PROJECT MANAGEMENT SERVICES

G1. 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 shall 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 shall 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 shall 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. Tender Deliverables

- (a) Names, brief resumes, and a list of duties for each of the team members that ensures that each of the project elements listed in article 3 above have been addressed.

5. Reports

- (a) The following Management Reports and Documentation are to be prepared and maintained by the Contractor and submitted to the Crown in accordance with the Contract or upon request by the Contracting Authority:

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F5561-112526/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hal302

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

F5561-11-2526

File No. - N° du dossier

HAL-1-66962

CCC No./N° CCC - FMS No/ N° VME

-
- i. Production Work Schedule
 - ii. Inspection Summary Report
 - iii Growth Work Summary

ANNEX H - FINANCIAL BID PRESENTATION SHEET**H0 Proposed Work Period Location:** _____**H1 Evaluation of Price**

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

a)	Known Work For work as stated in Part 1 article 1.2, specified in Annexes "A" and detailed in the attached Pricing Data Sheet Annex "H", Appendix 1 for a FIRM PRICE of:	\$ _____
b)	Unscheduled Work <i>Labour Cost:</i> Estimated labour hours at a firm Charge-out Labour Rate, including overhead and profit: 100 person hours X \$ _____ per hour for a PRICE of: See articles H2.1 and H2.2 below.	\$ _____
c)	Daily Services Fees As per article H4 i) One (1) working day on drydock X \$ _____ = \$ _____ ii) One (1) non-working day on drydock X \$ _____ = \$ _____ iii) One (1) working day at berth X \$ _____ = \$ _____ (iv) One (1) non-working day at berth X \$ _____ = \$ _____	\$ _____
d)	Vessel Transfer Cost As per article H6:	\$ _____
e)	Cost of Financial Security As per Part 6 Financial Security article, 6.2.1	Not Used
f)	EVALUATION PRICE GST Excluded, [a + b + c + d + e]: For an EVALUATION PRICE of :	\$ _____

H2 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."

H2.1: 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 C2.2 will not be negotiated, but will be compensated for in accordance with C2.2 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.

H2.2: 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 C1 line C1b) above.

H2.3: 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.

H3 Overtime

No overtime work will 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 by taking the average hourly direct labour rate premiums, plus certified fringe benefit additives, plus profit of 7 1/2 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 deemed necessary by Canada.

H4 Daily Services Fee

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

The firm daily services fee is:

- (a) For a working day on the drydock \$ _____
- (b) For a non-working day on the drydock: \$ _____
- (c) For a working day at the berth: \$ _____

(d) For a non-working day at the berth: \$_____

The above fees shall include but not be limited to, all aspects of the following costs: Administrative Support, Production Services, Quality Assurance, Material Support, Planned Maintenance and Ship Services, and all other resources and direct costs needed to maintain the Vessel at the Contractor's facility, including all items listed in **H5**. These fees are firm and not subject to any additional charges for mark-up or profit.

H5 Cost of all Services is Included in the Daily Services Fee

All charges, fees expenses and disbursements incidental to the carrying out of the Work, including all items described in Supplemental General Conditions 1029 (2010-08-16) Ship Repair, section (07), are included in the Daily Service Fee, including, without limitation:

1. Services: include all costs for ship services such as water, steam, electricity, etc., required for vessel maintenance for the duration of the Contract.
2. Docking and Undocking include:
 - (a) all costs resulting from drydocking, wharfage, security, shoring, shifting and/or moving of the vessel within the Contractor's facility;
 - (b) the cost of services to tie up the vessel alongside and to cast off.

H6 Vessel Transfer Costs

1. The evaluation price will include the cost for transferring the vessel from its home port to the shipyard/ship repair facility where the majority of the Work will be undertaken and the cost of returning the vessels to their home port following completion of the Work, in accordance with the following:
 - (a) The Bidder will enter on Line **H0**, the location of the shipyard/ship repair facility where it proposes to undertake the Work. The applicable vessels' transfer costs provided under section 3 of this clause will be entered into table I1.
 - (b) Should the list in section 3. of this clause not provide the shipyard/ship repair location where the Bidder intends to undertake the Work, then the Bidder must advise the Contracting Authority, in writing, no later than five (5) calendar days before the bid closing date, of its proposed location for undertaking the Work. The Contracting Authority will acknowledge to the bidder, in writing, no later than three (3) calendar days before the bid closing date, the location of the shipyard/ship repair and confirm the applicable vessel transfer cost.

A Bid that specifies a location for undertaking the Work which is not in the list under section 3. of this clause, and for which a notification in writing has not been received by the Contracting Authority five (5) days before the bid closing date, shall be deemed to be non-responsive.

2. Transfer costs, in this case, are calculated based on using a government delivery crew and include the fuel cost at the vessel's most economical speed of transit and crew transportation costs for the delivery crew based on the location of the vessel's home port

and the shipyard/ship repair facility. **Also included in these costs are the additional costs to be assumed by Canada to deliver the vessel to the the Contractor's facilities by commercial transport truck.**

3. Round trip transfer costs applicable to the following facilities are:

Company	City	Transfer Cost
AF Theriault	Methegan, NS	\$5,848.15
Shelburne Ship Repair	Shelburne, NS	\$5,185.47
LIFE	Lunenburg, NS	\$6,617.18
Abco	Lunenburg, NS	\$6,617.18
CME Marine	Sambro, NS	\$7,721.62
Samson Boats	Arichat, NS	\$10,595.16

(Derived from - Provenant de: A0240T, 2008-05-12)

Solicitation No. - N° de l'invitation

F5561-112526/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hal302

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

F5561-11-2526

HAL-1-66962

APPENDIX 1 TO ANNEX “H”

DETAILED PRICING DATA SHEET

The Pricing Data sheet will be provided with the minutes of the bidders conference as a Solicitation Amendment and will be titled **Pricing Data Sheet**.