

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

SOLICITATION AMENDMENT
MODIFICATION DE L'INVITATION

The referenced document is hereby revised; unless otherwise
indicated, all other terms and conditions of the Solicitation
remain the same.

Ce document est par la présente révisé; sauf indication contraire,
les modalités de l'invitation demeurent les mêmes.

Comments - Commentaires

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

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

Title - Sujet DUMIT ECKALOO - PWR GEN SYSTEMS	
Solicitation No. - N° de l'invitation F7049-130178/A	Amendment No. - N° modif. 005
Client Reference No. - N° de référence du client F7049-130178	Date 2014-02-28
GETS Reference No. - N° de référence de SEAG PW-\$XLV-163-6401	
File No. - N° de dossier XLV-3-36168 (163)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-03-06	
Time Zone Fuseau horaire Pacific Standard Time PST	
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes	
Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Bingham, Stafford N.	Buyer Id - Id de l'acheteur xlv163
Telephone No. - N° de téléphone (250) 363-0237 ()	FAX No. - N° de FAX (250) 363-3960
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF FISHERIES AND OCEANS/CANADIAN COAST GUARD SEE HEREIN	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée	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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Solicitation No. - N° de l'invitation

F7049-130178/A

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

F7049-130178

Amd. No. - N° de la modif.

005

File No. - N° du dossier

XLV-3-36168

Buyer ID - Id de l'acheteur

xlvl63

CCC No./N° CCC - FMS No/ N° VME

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CCGS DUMIT/ECKALOO - POWER GENERATION SYSTEMS

PART 1 - GENERAL INFORMATION

1-1 Introduction

The bid solicitation is divided into seven parts plus attachments annexes as follows:

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

The Annexes include the Statement of Work, the Basis of Payment, the Insurance Requirements, the Federal Contractors Program For Employment Equity - Certification and other annexes.

1-2 Summary

1. The Statement of work is as follows:

- a. The Canadian Coast Guard (CCG) requires a Contractor to supply and deliver Ship's Service Generator Sets and Switchboards for the Canadian Coast Guard Ships CCGS Dumit and CCGS Eckaloo.

The Work must be conducted in accordance with the associated Technical Specifications detailed in the Statement of Work; Inspections, Tests and Trials; and Project Management Services attached as Annexes A, D and E.

For specifications, drawings, test sheets, annexes and appendices, bidders must contact the Contracting Authority identified in Article 7-5.1.

- b. The Contractor must carry out any approved unscheduled work not covered in paragraph a. above.

2. Term of Contract

Work must commence and be completed as follows:

Commence: As soon as possible after the award of the Contract;
Final Delivery: On or before 01 November 2015

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.

1-2.2 Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination specified in the Contract and delivered Duty Paid (DDP) to Northern Transportation Company Ltd., #1 - 104th Avenue, Hay River, NT Incoterms 2000 for shipments from a commercial contractor.

Delivery of first Shipset of generators and switchboard for CCGS Dumit *is desired* on or before 01 Nov 2014 and is **Mandatory** on or before 31 December 2014.

Delivery of second Shipset of generators and switchboard for CCGS Eckaloo on or before 01 Nov 2015.

3. Bidder Capabilities

Bidders will be required to supply with their bid (See Section 3):

- a. Details of Bidder capabilities, how they will comply with mandatory requirements and how they will deliver any other requested goods and services.
- b. List of specialized sub-contractors to be engaged in the performance of the work.

4. Security Requirement

There is no security requirement applicable to this Contract.

5. Integrity Provisions

Bidders must provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2003 by completing Annex K.

1-3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2-1 Standard Instructions, Clauses and Conditions

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

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

The 2003 (2014-03-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2-2 Submission of Bids

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

2-3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than four (4) working days before the bid closing date. Enquiries received after that time may not be answered.

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

2-4 Applicable Laws

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

2-5 Bidders' Conference

A bidders' conference will be held at Northern Transportation Co. Ltd., #1 - 104 Avenue, Hay River, NT on 23 January 2014. The conference will begin at 10:00 AM in the Boardroom at NTCL. 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 five (5) working days before the scheduled conference.

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

2-6 Optional Site Visit - Vessel

It is recommended that the Bidder or a representative of the Bidder visit the work site on board the vessels at Northern Transportation Co. Ltd., #1 - 104 Avenue, Hay River, NT. Arrangements have been made for a tour of the work site. The site visit will be held on 23 January 2014, commencing at 1330 hrs.

Bidders are requested to communicate with the Contracting Authority five (5) day(s) 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.

2-7 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 5 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

PART 3 - BID PREPARATION INSTRUCTIONS

3-1 Bid Preparation Instructions

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

Section I:	Technical Bid (1 copy)
Section II:	Financial Bid (1 copy)
Section III:	Management Bid (1 copy)
Section IV:	Certifications (1 copy)

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>).

To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and,
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

3-1.1 Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are Mandatory and the points subject to the evaluation criteria against which the bid will be evaluated. (Include Annex I with bid reference page numbers inserted) Simply repeating

the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

3-1.2 Section II: Financial Bid

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

3-1.3 Section III: Management Bid

The Management bid should address clearly and in sufficient depth the points that are Mandatory and the points subject to the evaluation criteria against which the bid will be evaluated. (See Table Annex I)

3-1.4 Section IV: Certification Requirements

Bidders must submit the certifications required under Part 5.

3-2 Tables of Bid Deliverables

3-2.1 Mandatory Bid Deliverables

Regardless of requirements specified elsewhere in this bid solicitation and its associated Statement of Work, the following are the only mandatory documents that must be submitted with the response at the time of bid closing. The Bidder must be compliant on each item to be considered responsive.

Item	Description	Completed and Attached
Section I Technical Bid		
1	Solicitation document part 1 page 1, completed and signed	
2	Information to support Mandatory Technical Evaluation Criteria as per Annex I and articles 1-2.3 & 3-1.1.	
Section II Financial Bid		
1	Annex H <u>Financial Bid Presentation Sheet</u> , completed	
2	Appendix 1 to Annex H <u>Pricing Data Sheets</u> , completed	
Section III Management Bid		
1	Information to support Mandatory Management Evaluation Criteria as per Annex I	

3-2.2 Supporting Deliverables

If the following documents which support the bid are not submitted with the bid they may be requested by the Contracting Authority and they must be provided within **twenty-four (24) hours** of the written request:

Item	Description	Completed and Attached	To be forwarded if requested by the CA
Section I Technical Bid			
1	Information to support Rated Technical Evaluation Criteria as per Annex I and articles 1-2.3 & 3-1.1.		
2	Preliminary Work Schedule, as per article 6-6		
3	ISO Registration Certificate or Quality Assurance Documentation, as per article 6-7		
Section II Financial Bid			
1	Changes to Applicable Laws (if any) as per article 2-4		
2	Details of contract financial security offered as per article 6-3		
3	Subcontractor List (if any) as per article 6-9		
Section III Management Bid			
1	Information to support Rated Evaluation Criteria as per Annex I		
2	Contractor's Representative(s) as per article 7-5.5		
3	Project Management Team Details, as per article E-1.5		
Section IV Certifications			
1	Federal Contractors Program article 5-3.1 certification, completed and signed as per Annex J.		
2	Provide the required information as per Integrity Provisions articles 1-2.5 & 5-2.1 by completing and submitting Annex K.		

3-2.3 Supplementary Deliverables

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

Item	Description	Completed and Attached	To be forwarded if requested by the CA
Section I Technical Bid			
1	Proof of welding certification, as per article 6-8		
2	Examples of work schedules, tracking and reporting, as per article 6-6		
3	A copy of each of the operating, service and parts manuals (both engine and generator manuals). The service manual must be that which the O.E.M. distributes to the authorized service centers for use by their technicians. (See SOW Item 2.11)		
4	A Factory test and trials plan which includes all manufacturers' trials and the specific trials indicated in SOW Items 2.14.2, 2.14.3, 2.14.4 and 3.20		
5	An electrical Single Line Diagram depicting the new switchboard arrangement. (See SOW Item 5.3)		
6	A sample drawing of their choice using the CCG National CAD Standard [MECTS-#2860606-v1-National_Cad_Standards] one hard copy and one electronic copy. (See SOW Item 6.1)		
7	A sample of an Inspection Test Plan and resulting Inspection Certificate as required by Annex D-3.		
Section II Financial Bid			
1	Financial Statements and information, as per article 6-2		
2	Either proof of insurance coverage, as required by Annex C, or a letter substantiating that the required insurance coverage will be provided, as per article 6-4		
Section IV Certifications			
1	Signed Consent Form (<u>Consent to a Criminal Record Verification</u> form- PWGSC-TPSGC 229) (http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html), as per articles 1-2.5 & 5-2.1		

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 the Mandatory and Supporting/Supplementary deliverables as found in Section 3-2, Tables of Bid Deliverables and the Technical/Management Evaluation Criteria in Annex I.

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

4-1.1 Technical Evaluation

a. Mandatory Technical Criteria

See Annex I

b. Point Rated Technical Criteria

See Annex I

4-1.2 Management Evaluation

a. Mandatory Management Criteria

See Tables 3-2.1, 3-2.2 and Annex I

b. Point Rated Management Criteria

See Annex I

4-2 Basis of Selection - Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation; and
- b. meet all mandatory criteria; and
- c. obtain the required minimum of 3930 points overall for the technical and management evaluation criteria which are subject to point rating. The rating is performed on a scale of 6550 points.

2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.

3. The selection will be based on the highest responsive combined rating of technical/management merit and price. The ratio will be 60 % for the technical/management merit and 40 % for the price.

4. To establish the technical/management merit score, the overall technical/management score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60 %.

5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40 %.

6. For each responsive bid, the technical/management merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical/management score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical/management merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000.

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd

PART 5 - CERTIFICATIONS

5-1 General

Bidders must provide the required certifications and associated information to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period. The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will also render the bid non-responsive or constitute a default under the Contract.

5-2 Certifications Required Precedent to Contract Award

5-2.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003 . The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

5-2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada (ESDC) - Labour's website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex J Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

PART 6 - SECURITY, FINANCIAL, AND OTHER REQUIREMENTS

6-1 NOT USED - Security Requirement

6-2 Financial Capability

SACC Manual Clause A9033T (2012-07-16) Financial Capability

6-3 Contract Financial Security

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

EITHER

- a. a performance bond (form PWGSC-TPSGC 505) and a labour and material payment bond (form PWGSC-TPSGC 506), each in the amount of 50% percent of the contract price. Any bond must be accepted as security by one of the bonding companies listed in Treasury Board Contracting Policy, Appendix L, Acceptable Bonding Companies.

OR

- b. a security deposit (as defined in Paragraph 4 below) to the value of 20 percent of the contract price.
2. Security deposits in the form of government guaranteed bonds with coupons attached will be accepted only if all coupons that are unmatured, at the time the security deposit is provided, are attached to the bonds. The Contractor must provide written instructions concerning the action to be taken with respect to coupons that will mature while the bonds are pledged as security, when such coupons are in excess of the security deposit requirement.
 3. If Canada does not receive the required financial security within the specified period, Canada may terminate the Contract for default pursuant to the Contract default provision.
 4. In this clause:

"security deposit" means

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

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

“approved financial institution” means

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

"government guaranteed bond" means

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

"irrevocable standby letter of credit" means

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

“conditions” of the letter of credit are

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

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

The type of security deposit must be defined below:

6-4 Insurance Requirements

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

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement.

6-5 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, i.e. subcontract work valued at less than \$1,000.00.

6-6 Project Schedule and Reports

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

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

6-7 ISO 9001:2008 - Quality Management Systems

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

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

6-8 Welding Certification

1. Welding must be performed by a welder certified by the Canadian Welding Bureau and in accordance with the requirements of the following Canadian Standards Association (CSA) standards:
 - a. CSA W47.1-03 (R2008), Certification of Companies for Fusion Welding of Steel (*Minimum Division Level 2.1*); and,
 - b. CSA W47.2-M1987 (R2008), Certification of Companies for Fusion Welding of Aluminum (*Minimum Division Level 2.1*).
2. Before contract award and within twenty four (24) of the written request by the Contracting Authority, the Bidder must submit evidence demonstrating its (or its subcontractor's) certification to the welding standards. In addition, welding must be done in accordance with the requirements of the applicable drawings and specifications.

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. Supply and deliver Ship's Service Generator Sets and Switchboards for the Canadian Coast Guard Ships CCGS Dumit and CCGS Eckaloo in accordance with the Statement of Work in Annex A.
- b. Carry out any approved unscheduled work not covered in the above paragraph (a).

7-2 Standard Clauses and Conditions

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

7-2.1 General Conditions

2030, 2014-03-01, General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

7-3 Security Requirement

There is no security requirement applicable to this Contract.

7-4 Term of Contract

7-4.1 Work Period- Marine

1. Work must commence and be completed as follows:
(To be completed by the Contracting Authority at Contract award)
Commence: xxxx;
Complete: xxxx.
2. The Contractor certifies that they have sufficient material and human resources allocated or available and that the above work period is adequate to both complete the known work and absorb a reasonable amount of unscheduled work.

7-4.2 Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination specified in the Contract and delivered Duty Paid (DDP) to Northern Transportation Co. Ltd., #1 - 104 Avenue, Hay River, NT, Incoterms 2000 for shipments from a commercial contractor.

Delivery of first Ship set of generators and switchboards for CCGS Dumit on or before _____ (To be completed by the Contracting Authority at Contract award)
Delivery of second ship set of generators and switchboards for CCGS Eckaloo on or before 01 Nov 2015.

7-5 Authorities**7-5.1 Contracting Authority (CA)**

The Contracting Authority for the Contract is:

Name: Stafford Bingham,
Title: Supply Manager
Address: Public Works and Government Services Canada
Pacific Region, Acquisitions, Marine
401 - 1230 Government Street, Victoria, BC, Canada, V8W 3X4
Telephone: 250-363-0237
Facsimile: 250-363-3960
E-mail address: stafford.bingham@pwgsc-tpsgc.gc.ca

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

7.5.2 Technical Authority (TA)

The Technical Authority for the Contract is:

Name: Mr. Eric Zwarich
Title: Vessel Maintenance Manager
Address: DFO-Canadian Coast Guard, Pacific Region
Institute of Ocean Sciences
9860 West Saanich Road
Sidney, B.C. V8L 4B2
Telephone: 250-363-6496
Facsimile: 250-363-6724
E-mail address: Eric.Zwarich@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.

7-5.3 Inspection Authority (IA)

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the Requirements at Annex A and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment. Any communication with a Contractor regarding the quality of the Work performed pursuant to this Contract shall be undertaken by official correspondence through the Contracting Authority.

7-5-4 Project Authority (PA)

The Project Authority for the Contract is:

Name: Gordon Fawcett

Title: Class Manager, VLE/MLM, Western Region

Address: P.O. Box 6000, 9860 West Saanich Rd., Sidney, BC V8L 4B2

Telephone: 250-363-6976

Facsimile: 250-363-6724

E-Mail: gordon.fawcett@dfo-mpo.gc.ca

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

7-5.5 Contractor's Representative

Name and telephone numbers of the person responsible for production:

Name: _____ Telephone No: _____

Facsimile No.: _____ E-mail: _____

Name and telephone numbers of the person responsible for delivery:

Name: _____ Telephone No: _____

Facsimile No.: _____ E-mail: _____

7-6 Payment**7-6.1 Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot Price(s)**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in Annex B. Customs duties are included and Applicable Taxes are extra.

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

7-6.2 Milestone Payments

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:

- a. an accurate and complete claim for payment using PWGSC-TPSGC 1111, Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all the certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives;
- c. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

7-6.3 Schedule of Milestone Payments (To be completed by the Contracting Authority at Contract award)

Milestone No.	Description or Deliverable	Firm Amount	Due date or Delivery Date
1-1 Shipset 1	TBD Shipset 1	TBD	TBD
1-2 Shipset 1	TBD Shipset 1	TBD	TBD
1-3 Shipset 1	TBD Shipset 1	TBD	TBD
1-4 Shipset 1	TBD Shipset 1	TBD	TBD
1-5 Shipset 1	TBD Shipset 1	TBD	TBD
2-1 Shipset 2	TBD Shipset 2	TBD	TBD
2-2 Shipset 2	TBD Shipset 2	TBD	TBD
2-3 Shipset 2	TBD Shipset 2	TBD	TBD
2-4 Shipset 2	TBD Shipset 2	TBD	TBD
2-5 Shipset 2	TBD Shipset 2	TBD	TBD

7-6.4 SACC Manual Clauses

C0711C Time Verification

2008-05-12

H4500C Lien - Section 427 of the Bank Act

2010-01-11

7-6.5 Warranty Holdback

A warranty holdback of 3% of 50% of the Total Revised Estimated Cost of the Contract will be applied as the final milestone payment for Shipset 1. Similarly, a warranty holdback of 3 % of 50% of the Total Revised Estimated Cost of the Contract will be applied as the final Milestone Payment for Shipset 2. These holdbacks (Milestone Payments) will be payable by Canada upon the expiry of the 12 Month warranty periods applicable to the Delivery and Acceptance of each Shipset (See Annex F Warranty). Applicable Taxes are to be calculated and paid on the total amount of each claim.

7-7 Invoicing Instructions - Progress Payment Claim

7-7.1 The Contractor must submit a claim for payment using form PWGSC-TPSGC 1111, Claim for Progress Payment.

Each claim must show:

- a. all information required on form PWGSC-TPSGC 1111;
- b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions; and
- c. the description and value of the milestone claimed as detailed in the Contract.

7-7.2 Applicable Taxes must be calculated on the total amount of the claim.

7-7.3 The Contractor must prepare and certify one original of the claim on form PWGSC-TPSGC 1111, and forward it to the Technical Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.

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

7-7.4 The Contractor must not submit claims until all work identified in the claim is completed.

7-8 Certifications**7-8.1 Compliance**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

7-8.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC), the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

7-9 Applicable Laws

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

7-10 Priority of Documents

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

- a. the Articles of Agreement;
- b. the General Conditions 2030 (2014-03-01) Higher Complexity - Goods;
- c. Annex A, Statement of Work;
- d. Annex B, Basis of Payment;
- e. Annex C, Insurance Requirements;
- f. Annex D, Inspection/Quality Assurance/Quality Control;
- g. Annex E, Project Management Services;
- h. Annex F, Warranty;
- i. **NOT USED** Annex G, Security Requirements Check List; and
- j. the Contractor's bid dated _____ (*insert date of bid*), as amended _____ (*insert date(s) of amendment(s) if applicable*).

7-11 Defence Contract

The Contract is a defence contract within the meaning of the Defence Production Act, R.S.C. 1985, c. D-1, and must be governed accordingly.

Title to the Work or to any materials, parts, work-in-process or finished work must belong to Canada free and clear of all claims, liens, attachments, charges or encumbrances. Canada is entitled, at any time, to remove, sell or dispose of the Work or any part of the Work in accordance with section 20 of the Defence Production Act.

7-12 Insurance - Specific 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. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7-13 NOT USED - Controlled Goods Program**7-14 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 the form, or the form PWGSC-TPSGC 1379 Work Arising or New Work.
 - 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 negotiation. Once agreement has been reached, the form must be signed by all parties in the 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.

7-15 Financial Security

7-15.1 Financial Security Requirement

1. The Contractor must provide one of the following contract financial securities within five (5) calendar days after the date of contract award:

(The Contracting Authority is to select one of the following and delete the unused choice)

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

or

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

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

2. Security deposits in the form of government guaranteed bonds with coupons attached will be accepted only if all coupons that are unmaturing, at the time the security deposit is provided, are attached to the bonds. The Contractor must provide written instructions concerning the action to be taken with respect to coupons that will mature while the bonds are pledged as security, when such coupons are in excess of the security deposit requirement.

3. If Canada does not receive the required financial security within the specified period, Canada may terminate the Contract for default pursuant to the Contract default provision.

7-15.2 Term of Financial Security

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

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

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

7-16 Welding Certification

1. The Contractor must ensure that welding is performed by a welder certified by the Canadian Welding Bureau (CWB) in accordance with the requirements of the following Canadian Standards Association (CSA) standards:
 - a. CSA W47.1-03 (R2008), Certification for Companies for Fusion Welding of Steel (Minimum division level 2.1); and
 - b. CSA W47.2-M1987 (R2008), Certification for Companies for Fusion Welding of Aluminum (Minimum division level 2.1).
2. In addition, welding must be done in accordance with the requirements of the applicable drawings and specifications.
3. Before the commencement of any fabrication work, and upon request from the Inspection Authority or designate, 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.

7-17 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 or designate on pertinent stages of work to permit inspection when considered necessary by the Inspector.

7-18 Project Schedule

The Contractor must provide a preliminary project schedule to the Contracting and Technical Authorities no later than three (3) Working Days after contract award.

The Contractor must provide a detailed work schedule to the Contracting and Technical Authorities no later than five (5) working days before the commencement of the Work showing the commencement and completion dates for the Work in the available work period, including realistic target dates for significant events. During the Work Period the schedule is to be reviewed on an ongoing basis by the Inspection Authority and the Contractor, updated when necessary, and available in the Contractor's office for review by Canada's authorities to determine the progress of the Work.

The schedules must be revised on a pre-defined basis. (The revised schedules must show the effect of progressed work and approved work arisings. Any changes to the dates of the Work Period of the contract due to unscheduled work will not be accepted except as negotiated in accordance with article 7.14, Procedures for Design Change or Additional Work.

7-19 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.

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

Assistance for Government Quality Assurance (GQA):

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

The Inspection Authority or designate 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 Inspection Authority or designate must be afforded unrestricted opportunity to evaluate and verify Contractor conformity with Quality System procedures and to validate

product conformity with contract requirements. The Contractor must make available, for reasonable use by the Inspection Authority or designate, the equipment necessary for all validation purposes. Contractor personnel must be made available for operation of such equipment as required.

When the Inspection Authority or designate 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 Inspection Authority or designate, together with relevant technical data as the Inspection Authority or designate may request.

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

7-20 Equipment/Systems: Inspection/Test

The Contractor must comply with the requirements stipulated in Annex A and Annex D regarding equipment and systems inspections and testing.

7-21 Inspection and Test Plan

The Contractor must submit for approval to the Technical authority and implement prior to the commencement of the work in support of its QCP, an approved Inspection and Test Plan (ITP) in accordance with the Inspection and Test Plan requirements at Annex D1. 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 or designate may direct.

7-22 Insulation Materials - Asbestos Free

All materials used to insulate the equipment must meet Transport Canada Marine standards, for commercial marine work, and, for all work, be free from asbestos in any form.

ANNEX A - STATEMENT OF WORK

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- 1.0 GENERAL
- 1.1 INTENT
- 1.2 GENERAL PARTICULARS OF VESSELS
- 1.3 SYSTEM BACKGROUND
- 1.4 PROJECT OVERVIEW
- 1.5 LIST OF ACRONYMS
- 2.0 REPLACEMENT SHIP SERVICE GENERATORS
- 2.1 SCOPE OF WORK
- 2.2 APPLICABLE DOCUMENTS
 - 2.2.1 CCGS DUMIT GENERATOR & SYSTEM DRAWINGS
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- 2.3 DIESEL ENGINE
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 - 2.14.3 A/C GENERATOR TESTS AT THE MANUFACTURER'S WORKS
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-
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 - 3.0 ELECTRICAL SWITCHBOARD REPLACEMENT
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 - 6.0 DOCUMENTATION
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Solicitation No. - N° de l'invitation

F7049-130178/A

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

F7049-130178

Amd. No. - N° de la modif.

005

File No. - N° du dossier

XLV-3-36168

Buyer ID - Id de l'acheteur

xlv163

CCC No./N° CCC - FMS No/ N° VME

-
- 6.2.2 OPERATION MANUALS - "AS FITTED"
 - 6.2.3 MAINTENANCE MANUALS - "AS FITTED"
 - 6.3 TEST INSPECTION RECORDS AND CERTIFICATES

A-2 The Statement of Work [SOW] is provided in a separate electronic document entitled:

F7049-130178 - Annex A - Rev 1 - English 30 Jan 2014

To obtain the complete Statement of Work, Annex A, the Bidder must make a request in writing to the Contracting Authority identified in Article 7-5.1.

ANNEX B - BASIS OF PAYMENT

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

B-1 Contract Price**B-1.1 Contract Price**

a.	<p>Known Work For work as stated in Article 7-2.1(a) and as specified in Annex A but not including items separately priced in cells below:</p> <p>Price for Shipset 1 - CCGS Dumit \$ _____</p> <p>Price for Shipset 2 - CCGS Eckaloo \$ _____</p> <p style="text-align: right;">Two Shipsets for a FIRM PRICE FOR of: _____</p>	\$0.00
b.	<p>Delivery Cost of Shipsets consisting of two Gensets and one Switchboard: CCGS Dumit: DDP (Incoterms 2000) <i>Hay River, NT</i></p> <p style="text-align: center;">\$ _____</p> <p>CCGS Eckaloo : DDP (Incoterms 2000) <i>Hay River, NT</i></p> <p style="text-align: center;">\$ _____</p> <p style="text-align: right;">For a FIRM PRICE of: _____</p>	\$0.00
c.	<p>Cost of Financial Security As per Part 6 Financial Security article, 6-3</p>	\$ _____
d.	<p>Contract Price Applicable Taxes Excluded [a + b + c]</p> <p style="text-align: right;">For a FIRM PRICE of: _____</p>	\$0.00

B-2 Unscheduled Work**a. Price Breakdown:**

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

b. Pro-rated Prices:

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

c. Payment for Unscheduled Work:

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

Number of hours (to be negotiated) X \$_____, being the Contractor's firm hourly charge-out labour rate which includes overhead and profit, plus net laid-down cost of materials to which will be added a mark-up of 10 percent, plus applicable Taxes, calculated on the total cost of material and labour.

The firm hourly charge-out labour rate and the material mark-up will remain firm for the term of the Contract and any subsequent amendments.

B-2.1 Notwithstanding definitions or useage elsewhere in this document, or in the Contractor's Cost Management System, when negotiating *Hours* for unscheduled work, PWGSC will consider only those hours of labour directly involved in the production of the subject work package. Elements of *Related Labour Costs* identified in B2.2, will not be negotiated, but will be compensated for in accordance with B2.2.

B-2.2 Allowance for *Related Labour Costs* such as: Management, Direct Supervision, Purchasing and Material Handling, Quality Assurance and Reporting, First Aid, Gas Free Inspecting and Reporting, and Estimating will be included as *Overhead* for the purposes of determining the *Charge-out Labour Rate* set out in clause B2.

B-2.3 The 10% mark-up rate for materials will also apply to subcontracted costs. The mark-up rate includes any allowance for material and subcontract management not allowed for in the Chargeout Labour Rate. The Contractor will not be entitled to a separate labour component for the purchase and handling of materials or subcontract administration.

B-3 Overtime

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

Payment for authorized overtime will be calculated as follows:

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

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

For double time: \$_____ per hour.

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

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

For double time: \$_____ per hour.

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

ANNEX C - INSURANCE REQUIREMENTS

C-1 Commercial General Liability

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability 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 Fisheries and Oceans Canada/Canadian Coast Guard and Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. 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.

ANNEX D - INSPECTION/QUALITY ASSURANCE/QUALITY CONTROL

D-1 List of Acronyms

CA	Contract Authority (PWGSC)
CCG	Canadian Coast Guard
CSA	Canadian Standards Association
DFO	Department of Fisheries and Oceans
FSR	Field Service Representative
IEEE	Institute of Electrical and Electronic Engineers
LOA	Length Overall
PWGSC	Public Works and Government Services Canada
CS-TCMS	Classification society approved by Transport Canada Marine Safety
TI	Inspection Authority - Technical Inspector (CCG)
TA	Technical Authority - Owner's Representative (CCG)

D-2 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 their Quality Standard. The ITP must be submitted to the TA for review no later than 5 working days prior to the commencement of the work and amended by the Contractor to the satisfaction of the TA.
 - a. Each ITP must contain all inspection points identified in the specification, or in the Manufacturers Instructions, highlighting points that must be witnessed by the TA 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. 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 is also included or referenced in the Specification. An individual Inspection and Test Plan (ITP) is required for each Specification item.

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

- a. the ship's name;
- b. the Specification item number;
- c. equipment/system description and a statement defining the parameter which is being inspected;
- d. a list of applicable documents referenced or specified in the inspection procedure;
- e. the inspection, test or trial requirements specified in the Specification;

- f. the tools and equipment required to accomplish the inspection;
- g. the environmental conditions under which the inspections are to be conducted and the tolerances on the inspection conditions;
- h. 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;
- i. name and signature of the person who prepared the plan, date prepared and amendment level; and,
- j. names and signatures of the persons conducting and witnessing the inspection, test or trial.

3. Contractor Imposed Testing:

Tests and trials in addition to those given in the Specification must be approved by the TA.

4. Amendments:

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

D-3 Conduct of Inspection

1. Inspections must be conducted in accordance with the ITP as approved by the TA.

2. The Contractor must provide their own staff or subcontracted staff to conduct inspections, tests and trials; excepting that TA, TI and/or CS-TCMS personnel may be designated in the specifications, in which case the Contractor must ensure that their own staff is provided in support of such inspection/test/trial.

3. The Contractor must ensure that the required conditions stated in the ITP prevail at the commencement of, and for the duration of, each inspection/test/trial.

4. The Contractor must ensure that personnel required for equipment operation and records taking during the inspection/test/trial are briefed and available at the start and throughout the duration of the inspection/test/trial. Tradesmen or FSRs who may be required to effect minor changes or adjustments in the installation must be available at short notice.

5. The Contractor is to coordinate the activities of all personnel taking part in each inspection/test/trial and ensure that safe conditions prevail throughout the inspection/test/trial.

D-4 Inspection Records and Reports

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

ANNEX E - PROJECT MANAGEMENT SERVICES

E-1 Contractor's Project Management Services - 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.

E-2 Project Manager

- a. The Contractor must supply an experienced Project Manager (PM) dedicated to this project and delegate to him/her full responsibility to manage the project.
- b. The PM must have experience in managing a project of this nature.

E-3 Project Management Team

- a. Other than the Project Manager, the Contractor may assign and vary other job descriptions to suit their organization; provided however that the collective resume of their Project Management Team must provide for effective control of the project elements including but not limited to:
 - i. Project Management
 - ii. Quality Assurance
 - iii. Material Management
 - iv. Planning and Scheduling
 - v. Estimating
 - vi. Safety and Environmental Management
 - vii. Subcontracts Management

E-4 Reports

- a. The following Management Reports and Documentation are to be prepared and maintained by the Contractor and submitted to the Crown in accordance with the Contract or upon request by the Contracting Authority:
 - i. Production Work Schedule
 - ii. Inspection Summary Report
 - iii. Growth Work Summary

E-5 Bid Deliverables

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

ANNEX F - WARRANTY

F-2 Warranty Procedures

1. Scope

- a. The following are the procedures which suit the particular requirements for warranty considerations for the supply of machinery and equipment destined for a vessel in refit.

2. Definition

- a. There are a number of definitions of “warranty” most of which are intended to describe its force and effect in law. One such definition is offered as follows:
“A warranty is an agreement whereby the vendor’s or manufacturer’s responsibility for performance of its product is extended for a specific period of time beyond the date at which the title to the product passes to the buyer.”

3. Warranty Conditions

- a. General Conditions 2030 (2013-06-27), General Conditions - Higher Complexity article 22 Warranty, apply to and form part of the Contract.
- b. The warranty period of 12 months will commence, for each Shipset, from the date the Gensets and switchboard are installed, tested and proven to be acceptable in each vessel.
- 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 scope of supply of this Contract;
 - 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 with the scope of supply, 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 F and forward the original to the Contractor for review with a copy to the PWGSC Contracting Authority. If the PWGSC Contracting 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

If at all possible, an alongside period for the vessel is to be arranged just before the expiration of the 12 month warranty period. This alongside period is to provide time for warranty repair and check by the contractor.

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APPENDIX 1 to ANNEX F



Public Works and Government
Services Canada

Travaux publics et Services
gouvernementaux Canada

Warranty Claim Réclamation De Garantie

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

1. Description of Complaint – Description de plainte

Contact Information – l'information de contact

Name – Nom

Tel. No. - N ° Tél

Signature – Signature

Date

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

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

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

Date of Corrective Action - Date de modalité de reprise

Client Name and Signature - Nom et signature de client

Date

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

Signature – Signature

Date

5. Additional Information – Renseignements supplémentaires

Canada

PWGSC-TPSGC

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NOT USED ANNEX G - SECURITY REQUIREMENTS CHECK LIST

ANNEX H - FINANCIAL BID PRESENTATION SHEET

H-1 Evaluation of Price

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, Delivered Duty paid (Incoterms 2000) to the destination, Northern Transportation Co. Ltd., #1 - 104 Avenue, Hay River, NT.

a.	<p>Known Work For work as stated in Article 7-2.1(a) and as specified in Annex A but not including items separately priced in cells below: (From PDS Line 57)</p> <p style="text-align: right;">For a Price of : \$ _____</p>	
b.	<p>Delivery of Shipsets consisting of 2 Gensets and Switchboard:</p> <p>i. CCGS Dumit: DDP (Incoterms 2000) <i>Hay River, NT</i></p> <p style="text-align: center;">\$ _____</p> <p>ii. CCGS Eckaloo : DDP (Incoterms 2000) <i>Hay River, NT</i></p> <p style="text-align: center;">\$ _____</p> <p style="text-align: right;">For a FIRM PRICE of: \$ _____</p>	
c.	<p>Unscheduled Work Labour Cost: Estimated labour hours at a firm <i>Charge-out Labour Rate</i>, including overhead and profit: 100 person hours X \$_____ per hour for a PRICE of: \$_____ (See articles H2.1 and H2.2 below.)</p>	\$ _____
d.	<p>Cost of Financial Security As per Part 6 Financial Security article, 6-3</p>	\$ _____
e.	<p>EVALUATION PRICE Applicable Taxes Excluded, [a + b + c + d]: For an EVALUATION PRICE of :</p>	\$ _____

H-1.1 Delivery:

While delivery of the first Shipset is requested on or before 01 November 2014, the best delivery that could be offered is _____ weeks after Contract Award. (**Note: any proposed delivery date of the first Shipset after 01 January 2015 will render the entire bid non-responsive**)

H-2 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 applicable taxes calculated on 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.”

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

Elements of *Related Labour Costs* identified in H2.2 will not be negotiated, but will be compensated for in accordance with H2.2 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.

H-2.2 Allowance for *Related Labour Costs* such as: Management, Direct Supervision, Purchasing and Material Handling, Quality Assurance and Reporting, First Aid, Gas Free Inspecting and Reporting, and Estimating will be included as *Overhead* for the purposes of determining the *Charge-out Labour Rate* entered in Table H1 line H1c. above.

H-2.3 The 10% mark-up rate for materials will also apply to subcontracted costs. The mark-up rate includes any allowance for material and subcontract management not allowed for in the Chargeout Labour Rate. A separate labour component for the purchase and handling of materials or subcontract administration is not allowable.

H-3 Overtime

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

Payment for authorized overtime will be calculated as follows:

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

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

For double time: \$_____ per hour.

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

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

For double time: \$_____ per hour.

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

H-4 Proposed Milestone Payment Schedule

Bidder to insert dates in Proposed schedule below as appropriate. Bidders may also propose a different schedule of milestones for consideration as part of their proposal.

Milestone No.	Description or Deliverable	Firm Amount	Due date or Delivery Date
1-1 Shipset 1	Diesel Engine Tested and accepted	15% of Total Contract Price	
1-2 Shipset 1	AC Generator Tested and Accepted	15% of Total Contract Price	
1-3 Shipset 1	Switchboard Tested and Accepted	15% of Total Contract Price	
1-4 Shipset 1	Shipset 1 (*) Delivered to Destination	3.5% of Total Contract Price	On or before 01 Nov 2014
1-5 Shipset 1	Warranty period Completed	1.5% of Total Contract Price	
2-1 Shipset 2	Diesel Engine Tested and accepted	15% of Total Contract Price	
2-2 Shipset 2	AC Generator Tested and Accepted	15% of Total Contract Price	
2-3 Shipset 2	Switchboard Tested and Accepted	15% of Total Contract Price	
2-4 Shipset 2	Shipset 2 (*) Delivered to Destination	3.5% of Total Contract Price	
2-5 Shipset 2	Warranty period Completed	1.5% of Total Contract Price	

Note (*): a Shipset is defined as two Gensets (diesel engine and AC Generator) and one switchboard

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APPENDIX 1 TO ANNEX H - PRICING DATA SHEET

The Pricing Data Sheet [PDS] is provided in a separate electronic document entitled:

F7049-130178 -App1toAnnexH-PDS-Rev1 30Jan2014-E.xlsx

To obtain the PDS the Bidder must make a request in writing to the Contracting Authority identified in Article 7-5.1.

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ANNEX I - EVALUATION CRITERIA

The Evaluation Criteria Annex I is provided in a separate electronic document entitled:

F7049-130178 - Annex I - E Rev 2 24 Feb 2014 .docx

**ANNEX J - TO PART 5 - BID SOLICITATION - FEDERAL CONTRACTORS
PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION**

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit Employment and Social Development Canada (ESDC) -Labour's website.

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the *Employment Equity Act*.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
- A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

OR

- A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to

contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

B1. The Bidder is not a Joint Venture.

OR

B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

ANNEX K - INFORMATION REQUIRED FOR INTEGRITY PROVISIONS
VERIFICATION

Please provide list of names of the following entities, according to the ownership nature of the company

1. For a Corporation - each current member of the Bidder's Board of Directors;

2. For a Partnership, General Partnership or Limited Partnership - the names of all current partners;

3. For a Sole Proprietorship or an individual doing business under a firm name - the name of the sole proprietor or individual;

4. For a Joint Venture - the names of all current members of the Joint venture;

5. For an individual - the full name of the person
