

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

**REQUEST FOR PROPOSAL**  
**DEMANDE DE PROPOSITION**

**Proposal 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.

**Proposition 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 sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

<b>Title - Sujet</b> CCGS E.G.'S Prop. Control System	
<b>Solicitation No. - N° de l'invitation</b> F7049-140006/A	<b>Date</b> 2014-05-15
<b>Client Reference No. - N° de référence du client</b> F7049-140006	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$MD-010-24482	
<b>File No. - N° de dossier</b> 010md.F7049-140006	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2014-06-18</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Aussant, Marc	<b>Buyer Id - Id de l'acheteur</b> 010md
<b>Telephone No. - N° de téléphone</b> (819) 934-1386 ( )	<b>FAX No. - N° de FAX</b> (819) 956-0897
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

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

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

## **REQUEST FOR PROPOSAL**

### **CCGS EARL GREY DESIGN AND FABRICATION OF A NEW REPLACEMENT PROPULSION CONTROL SYSTEM**

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The bid solicitation is divided into seven (7) parts plus attachments and annexes, as follows:

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;

Part 5 Certifications: includes the certifications to be provided;

Part 6 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 contain the Statement of Work, the Basis of Payment and other various annexes.

### **1.2 Summary**

1.2.1 The Department of Fisheries and Oceans Canada (DFO) / Canadian Coast Guard (CCG) has a requirement to replace the Propulsion Control System (PCS) onboard the Canadian Coast Guard Ship (CCGS) Earl Grey. The CCGS Earl Grey is a Type 1050 class vessel operated by the CCG that works year round, primarily on the East Coast of Canada, performing Search and Rescue, Buoy Tending and Ice Breaking operations. The ship is to undergo a Vessel Life Extension (VLE) in 2015 and part of that VLE will be to replace the current PCS.

The existing PCS aboard the CCGS Earl Grey is original installed equipment from the ship's construction in 1985. The PCS is obsolete and becoming unreliable.

## 1.2.2 The Requirement is;

1.2.2.1 To design, manufacture and factory test ready for installation a replacement PCS that will provide the same functionality as the old system with the reliability of a system in current production and will meet or exceed the requirements as stipulated in the Annex A - Statement of Work (SOW),

1.2.2.2 To carry out, within the Work Period of the Contract, all unscheduled work authorized by the Contracting Authority.

The authorization of unscheduled work will be subject primarily, to the achievement of the Requirement during the Work Period. Consequently, in response to a request of unscheduled work from Canada to the Contractor, the Contractor will have to clearly demonstrate to Canada, through its planning and scheduling system, that by adding an unscheduled work, the Requirement will still be achievable within the Work Period. Should it be clearly demonstrated to Canada that the Requirement will not be achievable during the Work Period, Canada will not authorize the unscheduled work or will authorize the unscheduled work with an amendment extending the Work Period in order to provide sufficient time to achieve the Requirement with the subject unscheduled work.

1.2.3 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(a). However, it is subject to the Agreement on Internal Trade (AIT).

## 1.3 Communications Notifications

The bidder must notify the Contracting Authority at least 7 calendar days in advance of its intention to make public an announcement related to the award of a contract.

## 1.4 Security Requirement

There is no security requirement associated with this requirement.

## 1.5 Debriefings

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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.

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## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

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

### 2.2 SACC Manual Clause

B1000T - Condition of Material, 2007-11-30

### 2.3 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.

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

### 2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **seven (7) 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 questions or may request that the Bidder do so, so that

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the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

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

## 2.5 Applicable Laws

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

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

**This sheet must be submitted as part of the Mandatory Proposal Deliverables. Ensure that the Annex "M" Deliverables and Certifications, table of article M1 is completed accordingly.**

## 2.6 Bidder's Conference

A bidders' conference will be held in Dartmouth, Nova Scotia at 50 Discovery Drive on May 28, 2014. The conference will begin at 0900 ADT, in the Atrium Boardroom. 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.

## 2.7 Mandatory Site Visit - Vessel

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for site visit to be held on **May 26, 2014 to May 30, 2014 inclusively onboard CCGS Earl Grey** tied up alongside at the Bedford Institute of Oceanography in Dartmouth, Nova Scotia at 1 Challenger Drive. Bidders must communicate with the Contracting Authority no later than **five (5) working days** before the scheduled visit to confirm attendance and provide the names of the person(s) who will attend. Bidders will be required to sign an attendance form. Bidders should confirm in their bids that they have attended the site visit. **Bidders who do not attend or send a representative will not be given an alternative appointment and their bids will be rejected as non-compliant.** Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

## 2.8 Work Period - Marine

Work must commence and be completed as follows:

Commence: It is intended to award a contract beginning of July, 2014

Complete: On or before March 1, 2015

By submitting a bid, the Bidder certifies that they have sufficient material and human resources allocated or available to deliver the Requirement and that the above Work Period is adequate to perform the work required to deliver the Requirement.

## 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 (five (5) hard copies and five (5) soft copies on CDs)

Section II - Financial Bid (one (1) hard copy and one (1) soft copy on CD)

Section III - Certifications (one (1) hard copy and one (1) soft copy on CD)

**Two (2) packages must be provided with the bid.** The first package should include four (4) hard and four (4) soft copies of the Technical Bid, Section I. The other package should include all Sections as requested above.

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft 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 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.

### 3.2 Section I: Technical Proposal

Bidders must submit a Technical Proposal package for Canada's evaluation. The package must answer to all requests of the SOW Annex A. In their technical proposal, bidders must 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 Proposal must address clearly and in sufficient depth the points that are subject to the Evaluation Procedures and Basis of Selection as per the Part 4 of the RFP. Simply repeating the statement contained in the RFP is not sufficient. In order to facilitate the evaluation of the proposal, 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 proposals by identifying the specific paragraph and page number where the subject topic has already been addressed.

#### 3.2.1 List of Proposed Subcontractors

If the proposal includes the use of subcontractors, the Bidder must provide with the bid, a list of the proposed subcontractors including a description of the things to be purchased, a description of the work to be performed and the location of the performance of that work all in accordance with the Annex I. 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.

**The list of Proposed Subcontractors must be submitted as part of the Mandatory Proposal Deliverables. Ensure that the Annex "M" Deliverables and Certifications, table of article M1 is completed accordingly.**

#### 3.2.2 Bidders Contact Information

Bidders should provide the contact information of the Company's representative:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

**This sheet must be submitted as part of the Mandatory Proposal Deliverables. Ensure that the Annex "M" Deliverables and Certifications, table of article M1 is completed accordingly.**

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### 3.3 Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Annex D - Financial Bid Presentation Sheet and the Appendix 1 to Annex D - Pricing Data Sheet. The total amount of the applicable taxes must be excluded or shown separately.

**The Financial Bid Presentation Sheet Annex D and the Appendix 1 to annex D - Pricing Data Sheet must be submitted as part of the Mandatory Proposal Deliverables. Ensure that the Annex "M" Deliverables and Certifications, table of article M1 is completed accordingly.**

#### 3.3.1 Cost Breakdown

Bidders must include with their financial bid a complete cost breakdown of its bid price for the Work in accordance with the Appendix 1 to Annex D - Pricing Data Sheet and transfer the total to line item A) of the Annex D. Once in contract the PDS will be part of the Basis of Payment Annex C.

#### 3.3.2 Hourly Rates and Overtime Premiums for Unscheduled Work.

1. Bidders must provide hourly rates and if applicable overtime premiums in accordance with the line item B) of the Annex D.
2. Hourly Rates and Overtime Premiums provides will be extended against predetermined amount of hours set out by Canada for evaluation purpose only. Once in contract these Hourly Rates and Premiums will be part of the Contract Basis of Payment Annex C.

#### 3.3.3 Financial bid evaluation.

1. The Evaluation Price will be used for evaluating the bid. The amount of person-hours used for the evaluation of the Unscheduled Work Hourly Rates and Overtime Premiums are based on historical experience and there is no minimum or maximum amount of hours for Unscheduled Work nor is there a guarantee of such Unscheduled Work.
2. The information submitted as a mandatory item will be held as confidential business information. The details of this information may be used for contractual evaluation purposes and/or contract administration purposes.

#### 3.3.4 Exchange Rate Fluctuation

C3011T, 2013-11-06, Exchange Rate Fluctuation

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### **3.3.5 Evaluation of Price**

SACC Manual Clause A0222T (2013-04-25) Evaluation of Price.

### **3.4 Section III: Certifications**

Bidders must submit the certifications required under **Part 5**.

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

Proposals will be assessed in accordance with the entire requirement of the Request for Proposal including the technical evaluation criteria and the financial requirement. An evaluation team composed of representatives of Canada will evaluate the bids.

### **4.1 Basis of Selection - Highest Combined Rating of Technical Merit and Price**

**4.1.1** To be declared responsive, a bid must:

- a. comply with all the requirements of the RFP; and
- b. meet all mandatory criteria (deliverables); and
- c. obtain the required minimum of 90 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 125 points.

**Bids not meeting a, b, and c will be declared non-responsive.**

**4.1.2** The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 30 % for the technical merit and 70 % for the price.

**4.1.3** To establish the technical merit score, the overall technical 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 30 %.

**4.1.4** To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 70%.

**4.1.5** For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

**4.1.6** Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

**4.1.7** 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 point equal 135 and the lowest evaluated price is \$45,000 (45).

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

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

## 4.2 Mandatory Technical Criteria

A mandatory requirement is described using the words “shall”, “must”, “will”, “is required” or “is mandatory”.

### 4.2.1 Completeness and quality of the written proposal.

Bidders must demonstrate completeness and quality of the written proposal. This is best achieved by responding to Annex A and by demonstrating how the requirements are to be met. 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 must address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. 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.

### 4.2.2 Classification Society

Bidders must provide the name of the Transport Canada Marine Safety (TCMS) approved Classification Society that will provide the design assessment and approval according to the Class Rules and Regulations applicable to the specified propulsion control system as per the SOW.

### 4.2.3 Past records of contract successful completion

Bidders must provide objective evidence that it has successfully completed at least three (3) similar projects in the last five (5) years on vessels of similar size and with similar propulsion system complexity. The objective evidence may be in the form of reference letters from clients.

#### 4.2.4 System Verifications

Bidders must demonstrate that the new PCS at a minimum duplicates the functionality of the existing system. The Contractor must verify and summarize in tabular form the existing equipment's functions and the corresponding proposed equipment's functions for the equipment listed below:

- a. Tesy-1 Telegraph Controls system;
- b. Torductor system;
- c. Joystick System;
- d. Woodward 723 main engine governors;
- e. ASEA Safety Panel QHFS 102 and shut downs;
- f. Deutz Main Engine Safety Systems;
- g. Deuta Werke Slip monitoring systems;
- h. Noris Tachometerwerk Engine Speed monitoring systems;
- i. Main and PTO clutch controls systems;
- j. Emergency pitch control systems;
- k. Power supply circuit breakers from the ship's main or emergency distribution system supplying power to the existing charger/rectifier system;
- l. All power supply circuit breakers feeding 24VDC power from the existing Battery Charger/Rectifiers and Power Supply to the systems fed from this power supply, and;
- m. Battery charger/rectifiers, and system batteries.

#### 4.2.5 Supportability

Bidders must demonstrate that they presently have an Eastern Canada FSR in place to provide support within 48 hours.

#### 4.2.6 PCS Electronics

The Bidder must demonstrate the new PCS is of new, modern, electronic based technology in current production and is able to integrate with upgraded controls for both the bow and stern thrusters and rudders. All programming, software and programmable hardware shall be open source. The Contractor must indicate the international standards to which the electronic and electrical equipment are constructed

#### 4.2.7 Sample of a Shipyard Installation Specification

Bidders must provide with their proposals a sample of a Shipyard Installation Specification from a previous propulsion system contract.

#### **4.2.8 Sample of a Shipyard Installation drawing package.**

Bidders must provide with their proposals a sample of a Shipyard Installation drawing package from a previous propulsion system installation.

#### **4.2.9 Sample of System Manuals**

Bidders must provide with their proposals a sample of installation, operation and troubleshooting manuals from a previous propulsion system installation.

#### **4.2.10 Duration and Cost Estimate**

The Bidder must provide a duration and cost estimate for each of the following activities:

- a) Strip out of the old PCS;
- b) Installation of the new PCS;
- c) Set to work and testing;
- d) Dock trial, and;
- e) Sea trial.

#### **4.2.11 Document Management Plan**

Bidder's proposal must describe the Document Management Plan for drawings and specifications, including the details for Regulatory approvals and Client Feedback.

#### **4.2.12 Preliminary Planning and Scheduling**

Bidders must provide with their proposals a preliminary planning and scheduling which will indicate in working days the duration of each of the following activities with links associated to their respective predecessors and successors;

- Contract award date: Day 1
- Development of the Preliminary Design Package (PDP) (5 weeks) detailed as per the SOW 3.2.1.1
- Contractor to begin the Preliminary Design Package
- Submission of PDP including Shipyard specifications and drawings
- Review by Canada of the PDP period of 5 working days
- Development of the Approval Design Review Package (7 weeks) detailed as per the SOW 3.2.2.1

- 
- Submission of Approval Design Review
  - Review by Canada of the Approval Design Review Package period of 5 working days
  - Period of approval by Class, and TCMS
  - Period of manufacturing and procurement of components
  - Period of Factory assembly of components
  - Period of Factory Acceptance Tests
  - Delivery of System components to a VLE Contractor on behalf of CCG
  - Warranty period

#### **4.2.13 Milestone schedule for progress and payments**

Bidders must provide with their proposals a sample Gantt chart indicating the milestones for the formal progress reviews based on the activities listed in 4.2.12.

#### **4.2.14 Quality Management System**

Bidders must provide with their proposals objective evidence that they have in place a Quality Management System registered to ISO 9001:2008 or a Quality Management System modeled on ISO 9001:2008 which will include:

- (a) if registered, its valid ISO 9001:2008 certification, and;
- (b) an example of its Quality Control Plan (QCP) as applied on previous projects of the same nature and complexity of this RFP, and;
- (c) a sample of an Inspection and Test Plan (ITP) developed in accordance with the QCP in (b) above.

#### **4.2.15 Education and Experience**

Bidders must provide with their proposals the résumé of the proposed team members that will complete and supervise the Work. The team must include:

- (a) an employee with a minimum of five (5) years experience in the last seven (7) years in managing the distribution and revision tasks according to defined procedure identifying the roles and responsibilities of all parties involved.
- (b) an employee with technical training and a minimum of five (5) years experience in the last seven (7) years in the integration of all new and retained existing

systems and components described in this RFP. The employee must manage integration tasks according to a defined procedure identifying the roles and responsibilities of all parties involved. The employee must have recent experience in the integration of programmable electronic systems and marine propulsion equipment and the resources to enable a controlled integration process.

#### 4.2.16 Evidence of on time delivery

- Bidders must show that all engineering, parts and components of the system can be delivered on or before March 1, 2015 and
- Bidders must show that the VLE specifications and drawings can be delivered no later than 5 weeks after contract award and
- Bidders must show that the Set to Work Tests, Trials, Commissioning and Training agendas and planning can be delivered on or before October 31, 2014.

**The Mandatory Technical Criteria must be submitted as part of the Mandatory Proposal Deliverables. Ensure that the Annex "M" Deliverables and Certifications, table of article M1 is completed accordingly.**

### 4.3 Point Rated Technical Criteria

#### 4.3.1 Training

**Max 10**

- a. >40 hours of propulsion system training during the FAT training for senior staff  
10 pts

#### 4.3.2 Supportability

**Max 4**

- a. Declaration of the location of the FSR's in Canada and their availability to be on site support within 48 hours  
2 pts
- b. Declaration of the location of the FSR's in Canada and their availability to be on site support within 24 hours  
4 pts

**4.3.3 Commercial-off-the-shelf Max 4**

- a. Commercially available subcomponents available in North America 2 pts
- b. Commercially available major components available from the OEM 4 pts

**4.3.4 System Supportability from OEM Max 10**

- a. 10 year service guarantee 5 pts
- b. 15 year service guarantee 10 pts

**4.3.5 Component Supportability Max 10**

- a. 10 year parts availability guarantee 5 pts
- b. 15 year parts availability guarantee 10 pts

**4.3.7 Drawings, all drawings produced at a specific standard Max 7**

- a. IEC 61355 2 pts
- b. ISO 01.100: Technical Drawings 7 pts
- c. ASME Y14.5(M) 2 pts
- d. ASME Y Electrical and Electronic 2 pts
- e. Multiple standards 0 pt

**4.3.8 Drawing and document rev control Max 2**

- a. ISO/IEC 27001 Standard 2 pts

**4.3.9 Physical Layout during FAT** **Max 10**

- a. 3D Computer generated Mock up 5 pts
- b. Physical arrangement to scale with Ship installation 10 pt

**4.3.10 Communication integration with other machinery safety and controls/ monitoring. Systems utilizing multiple methods will be scored with the lower point rating available.** **Max 3**

- a. Analog Variable Transmission 1 pt
- b. Serial Communications 2pt
- c. Genius bus or Modbus, serial to Ethernet adapter 3 pt

**4.3.11 Feedback during design** **Max 15**

- a. Feedback acceptance on Human-Machine interface ergonomics from Canada 5 pts
- b. Number of design revisions allowed before cost
  - i. 2 revision 2 pts
  - ii. 3-5 revisions 5 pts
  - iii. > 5 revisions 10 pts

**4.3.12 Proven corporate track record** **Max 15**

- a. 10 years' experience in ship propulsion systems design 5 pts
- b. 10-20 years' experience in ship propulsion systems design 10 pts
- c. 20 + years' experience in ship propulsion systems design 15 pts

**4.3.13 Demonstrate minimum 3 similar ship propulsion systems of installed on a ship of similar size and propulsion system complexity** **Max 15**

- |                 |          |
|-----------------|----------|
| a. 3-5 examples | 5 points |
| b. 5-8 examples | 10 pts   |
| c. 10-and above | 15 pts   |

**4.3.14 Key Personnel** **Max 20**

**Proposals shall include an organizational chart of the team indicating the key personnel. The criteria are assessed against the key team members as identified in 4.2.15.**

- |   |        |
|---|--------|
| a. Diploma or degree in an electronic or electrical field.  | 5 pts  |
| b. Professional Engineer in an electronic or electrical field.  | 10 pts |
| c. Years of experience of key personnel is based on the overall average of assigned key persons. 2 years= 1 point. The two people identified in 4.2.15 shall have the number of years of experience each added for a total number of years. Example: Person 1 has 6 years of experience, Person 2 has 8 years of experience. Total years of experience is 14. Each 2 years = 1 point, thus in this example 7 points would be awarded. | 10 pts |

**TOTAL POINTS 125**

**MINIMUM 90/125**

**The Point Rated Criteria must be submitted as part of the Proposal Deliverables. Ensure that the Annex "M" Deliverables and Certifications, table of article M1 is completed accordingly.**

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#### **4.4 Evaluation of Price**

SACC Manual Clause A0222T (2013-04-25) Evaluation of Price

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## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and documentation 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, if any certification made by the Bidder is found to be untrue whether 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 with this request will also render the bid non-responsive or will constitute a default under the Contract.

### 5.1 Mandatory Certifications Required with the Proposal

The Bidder must submit the following duly completed mandatory certifications as part of its bid.

#### 5.1.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

Pursuant to section 01 of Standard Instructions 2003, Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner.

**The Directors/Owners of the Bidder (Code of Conduct) Annex L must be filled and submitted as part of the Mandatory Proposal Deliverables. Ensure that the Annex "M" Deliverables and Certifications, table of article M1 is completed accordingly.**

#### 5.1.2 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Human Resources and Skills Development Canada \(HRSDC\) - Labour's website.](#)

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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 Federal Contractors Program for Employment Equity - Bid Certification Annex K must be filled and submitted as part of the Mandatory Proposal Deliverables. Ensure that the Annex "M" Deliverables and Certifications, table of article M1 is completed accordingly.**

### **5.1.3 Welding Certification**

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:

CSA W47.1-03, Certification for Companies for Fusion Welding of Steel (Minimum Division Level 2.1)

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

**Welding Certification must be submitted as part of the Mandatory Proposal Deliverables. Ensure that the Annex "M" Deliverables and Certifications, table of article M1 is completed accordingly.**

### **5.1.4 Education and Experience**

By submission of a bid, the Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

### 5.1.5 Status and Availability of Resources

By submission of a bid, the Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

### 5.1.6 Original Equipment Manufacturer (OEM) Certification

The Bidder certifies that he is the OEM or is licensed by the OEM of the proposed systems to supply and install the equipment in accordance with the SOW Annex A.

Where the bidder is not the OEM, he must submit the OEM's certification regarding his authority to supply and install the systems. No Contract will be awarded to a bidder unless the OEM certification has been provided to Canada. Bidders are requested to use the OEM Certification Form included with the bid solicitation Annex B. The form must be signed by the OEM. Although all the contents of the OEM Certification Form are required, using the form itself to provide this information is not mandatory. For Bidders who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided.

**The Original Equipment Manufacturer (OEM) Certification Annex B must be filled and submitted as part of the Mandatory Proposal Deliverables. Ensure that the Annex "M" Deliverables and Certifications, table of article M1 is completed accordingly.**

### 5.1.7 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, bidders must provide the information required below with its proposal . Failure to provide the required information will render the proposal non-responsive.

#### 5.1.7.1 Definitions

For the purposes of this clause, "*former public servant*" is any former member of a department as defined in the Financial Administration Act, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- (a) an individual;
- (b) an individual who has incorporated;
- (c) a partnership made of former public servants; or
- (d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

*"lump sum payment period"* means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

*"pension"* means a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c.C-17, the Defence Services Pension Continuation Act, 1970, c.D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c.R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c.R-11, the Members of Parliament Retiring Allowances Act, R.S., 1985, c.M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c.C-8.

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### 5.1.7.2 Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes** ( ) **No** ( )

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

(a) name of former public servant;

(b) date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with **Contracting Policy Notice: 2012-2** and the **Guidelines on the Proactive Disclosure of Contracts**.

**Former Public Servant in Receipt of a Pension article 5.1.7.2 must be filled and submitted as part of the Mandatory Proposal Deliverables. Ensure that the Annex "M" Deliverables and Certifications, table of article M1 is completed accordingly.**

### 5.1.7.3 Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** ( ) **No** ( )

If so, the Bidder must provide the following information:

(a) name of former public servant;

(b) conditions of the lump sum payment incentive;

(c) date of termination of employment;

(d) amount of lump sum payment;

(e) rate of pay on which lump sum payment is based;

(f) period of lump sum payment including start date, end date and number of weeks;

(g) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

**Work Force Adjustment Directive article 5.1.7.3 must be filled and submitted as part of the Mandatory Proposal Deliverables. Ensure that the Annex "M" Deliverables and Certifications, table of article M1 is completed accordingly.**

### **5.1.8 Valid Labour Agreement**

Where the Bidder has a labour agreement, or other suitable instrument, in place with its unionized labour, it must be valid for the proposed period of any resulting contract. Documentary evidence of the agreement or suitable instrument must be provided.

**If applicable, documentary evidence of a valid labour agreement or other suitable instrument must be submitted as part of the Mandatory Proposal Deliverables. Ensure that the Annex "M" Deliverables and Certifications, table of article M1 is completed accordingly.**

### **5.1.9 Workers' Compensation - Letter of Good Standing**

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

The Bidder must provide with the proposal, a Certificate or a Letter Form the applicable Worker's Compensation Board confirming the Bidder's good standing account.

**The Certificate or the Letter Form confirming the Bidder's good standing account with the Worker's Compensation Board must be submitted as part of the Mandatory Proposal Deliverables. Ensure that the Annex "M" Deliverables and Certifications, table of article M1 is completed accordingly.**

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

### **6.1 Financial Capability**

A9033T, 2012-07-16, Financial Capability

### **6.2 Contract Financial Security**

**6.2.1** In the bid, the Bidder must indicate the following in Annex D Financial Bid Presentation Sheet:

a) the type of Contract Financial Security the Bidder intends to provide if awarded the Contract; and

b) the cost to the Bidder of the Contract Financial Security.

**6.2.2** If this bid is accepted, the Bidder shall be required to provide the Contract Financial Security in accordance with 7.13 within (5) five working days after the date of contract award.

**6.2.3** If, for any reason, Canada does not receive, within the specified period, the required Contract Financial Security, Canada may accept another offer, seek new bids, negotiate a contract or not accept any bids, as Canada may deem advisable.

### **6.3 Insurance Requirements**

The Bidder must provide with its proposal 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 E.

**The letter stating that the Bidder can be insured in accordance with the Insurance Requirements must be submitted as part of the Mandatory Proposal Deliverables. Ensure that the Annex "M" Deliverables and Certifications, table of article M1 is completed accordingly.**

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## PART 7 - RESULTING CONTRACT CLAUSES

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

### 7.1 Requirement

**7.1.1** To design, manufacture and factory test ready for installation a replacement PCS that will provide the same functionality as the old system with the reliability of a system in current production and will meet or exceed the requirements as stipulated in the Annex A - Statement of Work (SOW),

**7.1.2** To carry out, within the Work Period of the Contract, all unscheduled work authorized by the Contracting Authority.

The authorization of unscheduled work will be subject primarily, to the achievement of the Requirement during the Work Period. Consequently, in response to a request of unscheduled work from Canada to the Contractor, the Contractor will have to clearly demonstrate to Canada, through its planning and scheduling system, that by adding an unscheduled work, the Requirement will still be achievable within the Work Period. Should it be clearly demonstrated to Canada that the Requirement will not be achievable during the Work Period, Canada will not authorize the unscheduled work or will authorize the unscheduled work with an amendment extending the Work Period in order to provide sufficient time to achieve the Requirement with the subject unscheduled work.

**7.1.3** Work location: To be determined.

### 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.

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2030 (2014-03-01), General Conditions - Higher Complexity - Goods, are hereby amended as follows;

## **Section 22 Warranty**

1- Despite inspection and acceptance of the Work by or on behalf of Canada and without restricting any other provision of the Contract or any condition, warranty or provision imposed by law, the Contractor warrants that, for twelve (12) months, the Work will be free from all defects in design, material or workmanship, and will conform to the requirements of the Contract. The warranty period begins on or before January 3, 2016. With respect to Government Property not supplied by the Contractor, the Contractor's warranty will extend only to its proper incorporation into the Work.

2- In the event of a defect or non-conformance in any part of the Work during the warranty period, the Contractor, at the request of Canada to do so, must as soon as possible repair, replace or otherwise make good at its own option and expense the part of the Work found to be defective or not in conformance with the requirements of the Contract.

3- The Work or any part of the Work found to be defective or non-conforming will be returned to the Contractor's plant for replacement, repair or making good. However, when in the opinion of Canada it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. In such cases, the Contractor will be paid the fair and reasonable Cost (including reasonable travel and living expenses) incurred in so doing, with no allowance for profit, less an amount equal to the Cost of rectifying the defect or non-conformance at the Contractor's plant.

4- Canada must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant pursuant to subsection 3. The Contractor must pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location directed by Canada.

5- The Contractor must remedy all data and reports pertaining to any correction or replacement under this section, including revisions and updating of all affected data, manuals, publications, software and drawings called for under the Contract, at no cost to Canada.

6- If the Contractor fails to fulfill any obligation described in this section within a reasonable time of receiving a notice, Canada will have the right to remedy or to have remedied the defective or non-conforming work at the Contractor's expense. If Canada does not wish to correct or replace the defective or non-conforming work, an equitable reduction will be made in the Contract Price.

7- The warranty period is automatically extended by the duration of any period or periods where the Work is unavailable for use or cannot be used because of a defect or non-conformance during the original warranty period. The warranty applies to any part of the Work repaired, replaced or otherwise made good pursuant to subsection 2, for the greater of:

- A. the warranty period remaining, including the extension, or
- B. ninety (90) days or such other period as may be specified for that purpose by agreement between the Parties.

## **7.2.2 Supplemental General Conditions**

1029 (2010-08-16), Ship Repairs, apply to and form part of the Contract  
4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information, 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:

Commence: To be determined  
Complete: On or before March 1, 2015.

2. The Contractor certifies that he has sufficient materiel and human resources allocated or available to deliver the Requirement and that the above work period provides an adequate period to perform the work required to deliver the Requirement.

## **7.5 Deliverables**

All deliverables must be delivered as requested in the Statement of Work SOW.

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## 7.6 Authorities

### 7.6.1 Contracting Authority

The Contracting Authority for the Contract is:

Marc Aussant  
Department of Public Works and Government Services Canada (PWGSC)  
Marine Sector  
PWGSC, 6C2 Place du Portage, Phase III  
11 Laurier Street,  
Gatineau, Quebec, K1A 0S5  
Tel: (819) 934-1386  
Email: marc.aussant@pwgsc.gc.ca

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

### 7.6.2 Technical Authority

The Technical Authority for the Contract is:

Mr. Gary Ivany  
Director Marine Engineering  
Canadian Coast Guard  
Integrated Technical Services  
200 Kent Street  
Ottawa, Ontario, K1A 0E6  
Telephone: (613) 998-1558  
Facsimile: (613) 993-3519  
E-mail address: [Gary.Ivany@dfo-mpo.gc.ca](mailto:Gary.Ivany@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.

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### **7.6.3 Inspection Authority** (*information will be provided at contract award*)

Name:

Titre:

Organization:

Address:

Telephone:

E-mail:

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

### **7.6.4 Contractor's Representative** (*information will be provided at contract award*)

Name:

Title:

Telephone:

E-mail:

## **7.7 Payment**

### **7.7.1 Basis of Payment - Firm Price**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price in accordance with the Basis of Payment in Annex C, applicable Taxes extra. Payment for unscheduled work shall be in accordance with Annex C.

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

### **7.7.2 Field Engineering and Supervisory Services**

If Field Service Representatives (FSR) and/or Supervisory Services are required for the Work, the cost of all such services is to be included in the price for the Work.

### **7.7.3 Limitation of Price**

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.

### **7.7.4 Method of Payment - Milestone Payment**

Canada will make milestone payments not more frequently than once a month in accordance with the Schedule of Milestones for Payment, Appendix 1 to Annex C 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.

### **7.7.5 SACC Manual Clauses**

H4500C - Lien - Section 427 of the Bank Act, 2010-01-11

C2000C - Taxes - Foreign-based Contractor, 2007-11-30

C0711C - Time Verification, 2008-05-12

## **7.8 Invoicing Instructions**

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;
- (c) the description and value of the milestone claimed as detailed in the Contract;
- (d) quality assurance documentation when applicable and/or as requested by the Contracting Authority.

2. The Goods and Services Tax or Harmonized Sales Tax (GST/HST), as applicable, must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no GST/HST payable as it was claimed and payable under the previous claims for progress payments.

3. The Contractor must prepare and certify one original and one (1) copy of the claim on form PWGSC-TPSGC 1111, and forward it to the Contracting Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.

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

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

## **7.9 Certifications**

### **7.9.1 Compliance**

Compliance with the certifications and related documentation 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, provide the related documentation or if 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.

### **7.10 Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province of *(to be determined at contract awarding)*.

## 7.11 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 Supplemental General Conditions 4007, (2010-08-16) Canada to own Intellectual Property Rights in Foreground Information;
- (d) the General Conditions 2030, (2014-03-01), Higher Complexity - Goods;
- (e) Annex A, Statement of Work (SOW);
- (f) Annex B, OEM Certification;
- (g) Annex C, Basis of Payment ;
- (h) Appendix 1 to Annex C, Schedule of Milestones for Payment;
- (i) Annex D, Financial Bid Presentation Sheet;
- (j) Appendix 1 to Annex D, Pricing Data Sheet;
- (k) Annex E, Insurance Requirements;
- (l) Annex F, Quality Control/Inspection Procedures;
- (m) Annex G, Procedure for Processing Unscheduled Work;
- (n) Appendix 1 to Annex G, 1379 form;
- (o) Annex H, Acceptance Form 1205;
- (p) Annex I, Warranty Procedures;
- (k) Appendix 1 to Annex I, Warranty Claim Form;
- (r) Other Annexes
- (s) the Contractor's Proposal dated\_\_\_\_\_.

## 7.12 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex E. 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 fulfil 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 15 working days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if

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requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## **7.13 Financial Security**

### **7.13.1 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 end of the Warranty Period indicated in the Contract.

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

The Contracting Authority may, at its sole discretion, return the security to the Contractor before the expiration, provided however that no risk will accrue to Canada as a result of this.

### **7.13.2 Contract Financial Security**

7.13.2.1 The Contractor must provide the Contracting Authority with financial security within seven (7) calendar days after the date of contract award. The financial security must be in the form of a security deposit as defined in clause 7.13.2.9 in the amount of five (5) percent of the Contract Price for the entire contract period, including any extension and warranty period.

7.13.2.2 If, for any reason, Canada does not receive the security deposit in the amount set out above within the specified period, the Contractor will be in default. Canada may, at its discretion, terminate the Contract for default pursuant to the Contract default provision.

7.13.2.3 If the security deposit is in the form of government guaranteed bonds with coupons, all coupons that are unmatured at the time the security deposit is provided must be 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.

7.13.2.4 If the security deposit is in the form of a bill of exchange, Canada will deposit the bill of exchange in an open account in the Consolidated Revenue Fund. Bills of exchange that are deposited to the credit of the Consolidated Revenue Fund will bear simple interest, calculated on the basis of the rates which are in effect during the period the deposit is held.

These rates are published monthly by the Department of Finance and are set to be equal to the average yield on 90-day Treasury Bills, less 1/8 of 1 percent. Interest will be paid annually or, when the security deposit is returned to the Contractor, if earlier. The Contractor may, however,

request Canada to hold and not cash the bill of exchange, in which case no interest will become payable.

7.13.2.5 Canada may convert the security deposit to the use of Canada if any circumstance exists which would entitle Canada to terminate the Contract for default, but any such conversion will not constitute termination of the Contract.

7.13.2.6 When Canada so converts the security deposit:

- a. the proceeds will be used by Canada to complete the Work according to the conditions of the Contract, to the nearest extent that it is feasible to do so and any balance left will be returned to the Contractor on completion of the warranty period; and
- b. if Canada enters into a contract to have the Work completed, the Contractor will:
  - i. be considered to have irrevocably abandoned the Work; and
  - ii. remain liable for the excess cost of completing the Work if the amount of the security deposit is not sufficient for such purpose. "Excess cost" means any amount over and above the amount of the Contract Price remaining unpaid together with the amount of the security deposit.

7.13.2.7 If Canada does not convert the security deposit to the use of Canada before completion of the entire contract period, including any extension and warranty period, Canada will return the security deposit to the Contractor within a reasonable time after such date.

7.13.2.8 If Canada converts the security deposit for reasons other than bankruptcy, the financial security must be re-established to the level of the amount stated above so that this amount is continued and available until completion of the entire contract period, including any extension and warranty period.

7.13.2.9 Security Deposit Definition

1. In this Article, "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

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- d. such other security as may be considered appropriate by the Contracting Authority and approved by Treasury Board;
2. "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; or
  - e. the Canada Post Corporation.
3. "government guaranteed bond" means a bond of the Government of Canada or a bond unconditionally guaranteed as to principal and interest by the Government of Canada that is:
- a. payable to bearer;
  - b. 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;
  - c. registered in the name of the Receiver General for Canada.
4. "irrevocable standby letter of credit"
- 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.
- b. must state the face amount which may be drawn against it;
  - c. must state its expiry date;
  - d. 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;
  - e. 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;
  - f. must provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600. Pursuant to the ICC UCP, a credit is irrevocable even if there is no indication to that effect; 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.

## **7.14 Limitation of Contractor's Liability for Damages to Canada**

7.14.1 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

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caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees.

7.14.2 Whether the claim is based in contract, tort (including negligence), or another cause of action, the Contractor's liability for all damages suffered by Canada caused by the Contractor's performance of or failure to perform the Contract is limited to \$10 million per incident or occurrence to an annual aggregate of \$20 million for losses or damage caused in any one year of carrying out the Contract, each year starting on the date of coming into force of the Contract or its anniversary. This limitation of the Contractor's liability does not apply to:

- a) any infringement of intellectual property rights;
- b) any breach of warranty obligations; or
- (c) any liability of Canada to a third party arising from any act or omission of the Contractor in performing the Contract.

7.14.3 Each Party agrees that it is fully liable for any damages that it causes to any third party in connection with the Contract, regardless of whether the third party makes its claim against Canada or the Contractor. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada for that amount.

7.14.4 The Parties agree that nothing herein is intended to limit any insurable interest of the Contractor nor to limit the amounts otherwise recoverable under any insurance policy. The Parties agree that to the extent that the insurance coverage required to be maintained by the Contractor under this Contract or any additional insurance coverage maintained by the Contractor, whichever is greater, is more than the limitations of liability described in subarticle (7.14.2), the limitations provided herein are increased accordingly and the Contractor shall be liable for the higher amount to the full extent of the insurance proceeds recovered.

7.14.5 If, at any time, the total cumulative liability of the Contractor for losses or damage suffered by Canada caused by the Contractor's performance of or failure to perform the Contract, excluding liability described under subsection 7.14.2(a), (b), and (c) exceeds \$40 million, either Party may terminate the Contract by giving notice in writing to the other Party and neither Party will make any claim against the other for damages, costs, expected profits or any other such loss arising out of the termination, but no such termination or expiry of the Contract shall reduce or terminate any of the liabilities that have accrued to the effective date of the termination.

7.14.6 The date of termination pursuant to this Article, shall be the date specified by Canada in its notice to terminate, or, if the Contractor exercises the right to terminate, in a notice to the Contractor from Canada in response to the Contractor's notice to terminate. The date of

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termination shall be in Canada's discretion to a maximum of 12 months after service of the original notice to terminate served by either Party pursuant to subarticle 7.14.5, above.

7.14.7 In the event of a termination under this Article, the Contract will automatically remain in force subject to all of the same terms and conditions until the date of termination and the Contractor agrees that it will be paid in accordance with the applicable provisions as set out in the Basis of Payment, Annex B and that the Contractor's liability remains as specified in subarticles (7.14.1) through (7.14.4), above.

7.14.8 Nothing shall limit Canada's other remedies, including Canada's right to terminate the Contract for default for breach by the Contractor of any of its obligations under this Contract, notwithstanding that the Contractor may have reached any limitation of its liability hereunder.

## **7.15 Project Schedule**

The project schedule must be delivered in accordance with the SOW Annex "A" article 3.2 Contract Deliverables.

The Contractor must revised the project schedule on an as required basis and submit to Canada for review and concurrence every two (2) weeks. If the revision is due to authorized unscheduled work, the revision must include the unscheduled work, all related schedule impact on the work and impact to the delivery date of the requirement should it be the case.

## **7.16 Post Contract Award Meeting**

A Post Contract Award Meeting will be convened and chaired by the Contracting Authority at the Contractor's facility at a time to be determined. At the meeting the Contractor will introduce the project management personnel supported by an organization chart, and Canada will introduce the Authorities of the Contract. A review of the term and conditions of the Contract will be conducted by the Contracting Authority.

The Contractor's costs of holding a Post Contract Award Meeting must be included in the price of the bid. Travel and living expenses for Government Personnel will be arranged and paid for by the Canada.

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## 7.17 Progress Report

1. The Contractor must submit monthly reports on the progress of the Work in an electronic format to the Technical Authority and to the Contracting Authority.

2. The progress report must contain two (2) Parts:

(a) PART 1: The Contractor must answer the following three questions:

(i) is the project schedule being impacted and if impacted why?

(ii) is the project delivery date being impacted and if impacted why?

(iii) is the project within budget?

(iv) is the project free of any areas of concern in which the assistance or guidance of Canada may be required?

(b) PART 2: A narrative report, brief, yet sufficiently detailed to enable the Technical Authority to evaluate the progress of the Work, containing as a minimum:

(i) a description of the progress of each task and of the Work as a whole during the period of the report. Sufficient sketches, diagrams, photographs, etc., must be included, if necessary, to describe the progress accomplished.

## 7.18 Subcontractor(s)

The Contracting Authority is to be notified, in writing, of any changes to the list of subcontractors before commencing the work. When the Contractor subcontracts work, a copy of the subcontract purchase order is to be passed to the Contracting Authority. In addition, the Contractor must monitor progress of subcontracted work and inform the Inspection Authority on pertinent stages of work to permit inspection when considered necessary by the Inspection Authority.

## 7.19 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.

## 7.20 SACC Manual Clauses

B9035C - Progress Meetings, 2008-05-12

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

D3015C - Dangerous Goods/Hazardous Products, 2007-11-30

A0285C - Workers Compensation, 2007-05-25

## 7.21 Trade Qualifications

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

## 7.22 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:

CSA W47.1-03, Certification for Companies for Fusion Welding of Steel (Minimum Division Level 2.1)

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

3. Before the commencement of any fabrication work, and upon request from the Technical Authority, the Contractor must provide approved welding procedures and/or a list of welding personnel intended to be used in the completion of the work. The list must identify the CWB welding procedure qualifications attained by each of the personnel listed and must be accompanied by a copy of each person's current CWB welding certification.

## 7.23 Permits, Licenses and Certificates

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.

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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.

## 7.24 Outstanding Work and Acceptance

1. The Inspection Authority, in conjunction with the Contractor, will prepare a list of outstanding work at the end of the work period. This list will form the annex to the Work Acceptance form PWGSC-TPSGC1205, Annex H. A Work Acceptance Meeting will be convened by the Contracting Authority on the work completion date to review and sign off the Acceptance form.

A holdback of twice the estimated value of outstanding work will be held until its completion. The estimated value and the completion date of each outstanding work item will be determined by Canada, at its sole discretion. The Goods and Services Tax or Harmonized Sales Tax, as applicable, will be calculated on this outstanding work holdback amount and paid at the time that the outstanding work holdback is released.

However, at any time after acceptance of the Work, Canada may in its sole discretion decide that one or more of the outstanding work items will not be completed by the Contractor. The Contracting Authority will provide written notice to the Contractor of such a decision. In the event that Canada decides that any outstanding work items will not be completed by the Contractor, the holdback of twice the estimated value of the outstanding work not completed by the Contractor will not be paid to the Contractor and the contract value will be amended accordingly.

2. The Contractor must complete the above form and annex in three (3) copies, which will be distributed by the Inspection Authority as follows:

- (a) original to the Contracting Authority;
- (b) one copy to the Technical Authority;
- (c) one copy to the Contractor.

## 7.25 ISO 9001:2008 - Quality Management Systems

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

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

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

## 7.26 Quality Control, Tests and Trials

### 7.26.1 Quality Control Plan

The Contractor must implement and follow the Quality Control Plan (QCP) prepared according to the latest issue (at contract date) of ISO 10005:2005 Quality management - Guidelines for quality plans, approved by the Inspection and the Technical Authority. The QCP must describe how the Contractor will conform to the specified quality requirements of the Contract and specify how the required quality activities are to be carried out, including quality assurance of subcontractors. The Contractor must include a traceability matrix from the elements of the specified quality requirements to the corresponding paragraphs in the QCP. The QCP must be made available to the Inspection and Technical Authority for review and approval **within five (5) working days** after contract award.

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

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

Refer to Annex F for details.

### 7.26.2 Inspection and Test Plan

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

The Contractor must provide at no additional cost to Canada, all applicable test data, all Contractor technical data, test pieces and samples as may reasonably be required by the Inspection Authority to verify conformance to contract requirements. The Contractor must forward at his expense such technical data, test data, test pieces and samples to such location as the Inspection Authority may direct.

Refer to Annex F for details.

### 7.26.3 Equipment/Systems: Inspection/Test

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

Refer to Annex F for details.

### 7.27 Dispute Resolution

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

(a) Disputes arising from this Contract will in the first instance be resolved by the Contracting Authority and the Contractor's Contract Administrator within 15 working days or such additional time as may be agreed to by both parties.

(b) Failing resolution under (a) above, the Manager of the Marine Refit Division of the Marine Systems Directorate at PWGSC and the Contractor's Representative Supervisor will attempt to resolve the dispute within an additional fifteen (15) working days.

(c) Failing resolution under (a) or (b) above, the Senior Director of the Marine Systems Directorate at PWGSC, and the Contractor's Senior Management will attempt to resolve the dispute within an additional thirty (30) working days.

(d) Notwithstanding the above procedure, either party may seek a decision through the courts at any time during the dispute.

### 7.28 Discretionary Audit

The Contractor's certification that the price or rate is not in excess of the lowest price or rate charged anyone else, including the Contractor's most favoured customer, for the like quality and quantity of the goods, services or both, is subject to verification by government audit, at the discretion of Canada, before or after payment is made to the Contractor.

If the audit demonstrates that the certification is in error after payment is made to the Contractor, the Contractor must, at the discretion of Canada, make repayment to Canada in the amount found to be in excess of the lowest price or rate or authorize the retention by Canada of that amount by way of deduction from any sum of money that may be due or payable to the Contractor pursuant to the Contract.

Solicitation No. - N° de l'invitation

F7049-140006/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

010md

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

F7049-140006

File No. - N° du dossier

010mdF7049-140006

CCC No./N° CCC - FMS No/ N° VME

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If the audit demonstrates that the certification is in error before payment is made, the Contractor agrees that any pending invoice will be adjusted by Canada in accordance with the results of the audit. It is further agreed that if the Contract is still in effect at the time of the verification, the price or rate will be lowered in accordance with the results of the audit.

## **7.29 Failure to Deliver**

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

# **Annex A**

## **CCGS Earl Grey Design and Fabrication of a New Replacement Propulsion Control System Statement of Work**

Date: April 24, 2014

Prepared by Marine Engineering  
VLE-MLM  
50 Discovery Drive  
Dartmouth, NS

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## **1.0 PROPULSION CONTROL SYSTEM (PCS) REPLACEMENT**

### **1.1 Scope**

#### **1.1.1 Background**

- 1.1.1.1 The CCGS Earl Grey is a Type 1050 class vessel operated by the Canadian Coast Guard that works year round, primarily on the East Coast of Canada, performing Search and Rescue, Buoy Tending and Ice Breaking operations. The ship is to undergo a Vessel Life Extension (VLE) in 2015. Part of the VLE will be to replace the current Propulsion Control System (PCS).
- 1.1.1.2 The PCS controls the automatic, remote and local control of the propulsion engines, gearboxes, controllable pitch propellers and transverse thrusters on the vessel. The PCS is original equipment installed on the ship when it was built in 1985, and is no longer supported.
- 1.1.1.3 The successful Contractor will be required to develop a new PCS to replace the entire ASEA FAMP-S control system and sub-systems as detailed below. The work will consist of the design, manufacture and shop test ready to install a replacement PCS such that the automatic remote control and manual remote control are available in the Wheelhouse and the Machinery Control Room and manual local control is available in the machinery spaces aboard the CCGS Earl Grey.

#### **1.1.2 Contractor Requirements**

- 1.1.2.1 The purpose of this Statement of Work (SOW) is to provide sufficient information such that the Contractor, with this guidance and their own expertise, can submit a detailed proposal to design, manufacture and factory test ready for installation a replacement PCS that will meet or exceed the requirements as stipulated.
- 1.1.2.2 The PCS replacement requirements are supplied to the Contractor outlining the objectives, performance, standards and engineering requirements for the CCGS Earl Grey PCS.
- 1.1.2.3 The proposal for the PCS replacement must include all costs and level of effort required for the detailed engineering, all shop production and testing, delivery on behalf of the CCG to the VLE Contractor of the new PCS parts, components, manuals, specifications, drawings, spare parts, development of strip out and installation specifications and drawings for the VLE Contractor (shipyard), all above while conforming to the requirements of all applicable regulatory bodies.
- 1.1.2.4 Canada will make the existing PCS related documentation such as drawings, manuals, bulletins, builder's information etc., and the vessel, available for a mandatory viewing and inspection period. During that period, the vessel's crew will assist the Bidders to have access to points of interest and areas of inspection. The Technical Authority and /or its delegated representative will be on site during the viewing period to answer questions and provide clarifications. All questions, answers and clarifications raised, answered and provided during the viewing and inspection period as well as during the whole bidding period, will be noted, distributed to all Bidders and will become contractual information.

- 1.1.2.5 It is the Bidder's responsibility to ensure that all available, accessible or visible information has been seen, noted and validated. Canada will assume that Bidders are in possession of that information, that they validated it and will not consider any request for adjustment related to that information from the successful Contractor once in contract.
- 1.1.2.6 Canada will make non-compliant a proposal that will contain caveat(s) and/or assumption(s) that were not raised by the Bidders and accepted by Canada to be part of all Bidder's proposal, during the bidding period through the Questions and Answers process.
- 1.1.2.7 Particulars of the work specified herein are given for the guidance of the Bidder, who shall be held responsible for securing all necessary base data, details and dimensions from the vessel. It is the Bidder's responsibility to verify by direct inspection and measurement that all critical details of devices, wiring, and dimensions are correct.

**1.2 References**

**1.2.1 Drawings**

<b>Drawings #</b>	<b>Drawing Name</b>
4282.2011XAI278094-LE	Machinery Control Room Console Layout and Details
4282.2011 XAI278094-LA	Main Wheelhouse Console Layout and Details
4282.2011XAI278094-LB	Bridge Wing Consoles Layout and Details
987-6 (16 sheets)	Machinery Control Room Console Wiring Diagram
987-7(4 sheets)	Wheelhouse Fwd. Console Wiring Diagram
987-8 (2 sheets)	Port and Stbd. Wing Consoles Wiring Diagram
987-9 (2 sheets)	Aft Console Wiring Diagram
42822011XAI278 094-CA	24 VDC Supply System Wiring Diagram
4282.2011XAI278 094-BC (16 sheets)	ASEA Joystick System External Connection
E-2 (Sheets 1-6)	Propulsion System Connection Diagram
E-17	Stern Thruster
E-16	Bow Thruster

### 1.2.2 Manuals

ASEA Famp-S Manual  
ASEA Console Drawings, Apparatus Lists, and Wiring Diagrams  
ASEA Console Wiring Diagrams  
ASEA External Connection Diagrams  
ASEA Joystick Manual  
ASEA Miscellaneous Systems Manual  
ASEA Torductor Manual  
Valmet (Deuta Werke) Manual  
Woodward 723 Manual  
Woodward EG10P Manual  
PMC RVDT Position Transmitter Manual  
OmniThruster Bow Thruster Manual  
Ulstien Stern Thruster Manual  
Jastram (Wagner) Steering Controls  
VTS Alarm and Monitoring System Manuals

### 1.2.3 Applicable Documents

The following supplementary documentation is also applicable to the general performance of these project requirements:

- Canada Shipping Act 2001 and subsequent regulations pertaining to a ship having general particulars as specified under Section 1.3 of this specification;
- CSA W47.1 1983 – Canadian Welding Bureau Standards for the fusion welding of steel;
- CSA W47.2-M1987(R1998) – Canadian Welding Bureau Standard for the fusion welding of aluminum and aluminum alloys;
- DFO 5781 (18-080-000-SG-001) Welding of Ferrous Materials;
- DFO 5782 (18-080-000-SG-002) Welding of Aluminum and Aluminum Alloys;
- TP 127E Ships Electrical Standards;
- IEEE 45 Recommended Practice for Electric Installations on Shipboard;
- IEC 60092-504 – Electrical Installations in Ships – Part 504: Special Features – Control and Instrumentation;
- CSA C22.1 – 98 Canadian Electrical Code Standard Part I Safety Standard for Electrical Installations;
- CSA C22.2 – No. 0-10 General Requirements – Canadian Electrical Code Part II;
- ULC –S102.4-1987(R1998) – Underwriters Laboratory of Canada Standard for Test for Fire and Smoke Characteristics of Electrical Wiring and Cable;
- DGTE-69 (70-000-000-EU-JA-001) Specification for the Installation of Shipboard Electronic Equipment;
- IEC 60533 – Electrical and Electronic Installations in Ships – Electromagnetic compatibility;
- IEC 60812 – Analysis Techniques for system reliability – Procedure for failure mode and effects analysis (FMEA)
- Rules of a recognized Classification Society e.g. Lloyds Register Part 5 (Main and Auxiliary Machinery), Lloyds Register Part 6 (Control and Electrical); LR's Type Approval Test Specification 1

- ISO 2412:1982 - Shipbuilding – Colours of indicator lights
- ISO 9001:2008, Quality Management Systems - Requirements
- MOSH;
- SOLAS recommendations;
- PMBoK 2000 – Project Management Institute guidelines to project management.

### 1.3 General Particulars of the Vessel

Name	-	CCGS Earl Grey
Type:	-	Type 1050 Medium Endurance Multitasked Vessel
Ice Class	-	Lloyd's Register $\nabla$ 100A1 Ice Class 1A Super $\nabla$ LMC Arctic Class 2
Year Built	-	1985
Voyage Class	-	Unlimited, beyond 200nm
Builder	-	Pictou Shipyard, Pictou, NS

#### Principal Dimensions:

Length	-	69.73 meters
Breadth, molded	-	13.7 meters
Loaded Draft	-	5.817 meters
Tonnage	-	1972 GRT, 653 NT

The CCGS Earl Grey is a four engine twin screw vessel, with two Deutz S/BV9M 628 medium speed diesel engines driving each of two propulsion shafts via Valmet gearboxes. Each shaft drives a shrouded Lips controllible pitch propeller. Each gearbox is fitted with two integral main input and two integral auxiliary power take off clutches. The power take off clutches drive a shaft generator and fire monitor water pump. The shaft generators are used to power the bow and stern thrusters. The bow thruster is a water jet type thruster. The stern thruster is a tunnel-type CPP stern thruster. The twin rudders are each fitted with independent electro-hydraulic steering gears.

## 2.0 TECHNICAL

### 2.1 Devices and Systems for Replacement

#### 2.1.1 FAMP-S Propulsion Control System

The FAMP-S system is a microprocessor based system for remote operation of the main engines, bow thruster, stern thruster, rudders and propellers.

In summary the FAMP-S system performs the following functions:

- a) Matching engine speed and pitch according to six selectable speed/pitch curves in response to engine commands from the Tesy-1 telegraph system and the Joystick control system. There are 6 speed/ pitch curves since each of the modes (Combinator, Constant RPM, and Ice-Breaking) may be operated with one or two engines per shaft;
- b) Engine start and stop functions in normal, safety shutdown, and emergency shutdown conditions;
- c) Main and PTO clutch engage and disengage functions;
- d) Load control to prevent overloading of the engines by reducing propeller pitch;
- e) Communication between the bridge and engine control and engine room;
- f) Control Station transfer signaling and communication;
- g) Internal function and fault monitoring.

#### 2.1.2 FAMP-S Cabinet (Control Room)

The FAMP-S system is located in the Engine Control Room (ECR) in two cabinets. Each cabinet supports the power supply requirements and main processors for the PCS on one side of the ship.

The operation of the current FAMP-S control system allows for the following configurations:

- a) One engine per shaft.
- b) Two engines per shaft.

Each of the above configurations is able to operate (Simulation Mode exempt) using the following modes:

- i. COMBINATOR MODE: The propulsion system varies both engine speed and propeller pitch to drive the vessel at optimum fuel efficiency. RPM and pitch curves are matched to avoid system imbalance of low pitch and high RPM.
- ii. CONSTANT RPM MODE: The propulsion system operates the main engine(s) at 900 RPM and varies propeller pitch to achieve desired thrust. This mode is used to operate the shaft generators for the thrusters or for ship's service at sea.
- iii. ICEBREAKING MODE: The propulsion system operates similar to CONSTANT RPM MODE with engines maintaining 900 RPM. There are some changes in the load control to prevent overload when ice-breaking. In addition the FAMP-S will signal the steering control system to center the rudders when the order to go astern is applied.

- iv. **SIMULATION MODE:** This is a diagnostic and system service mode that allows the user to operate the propulsion and telegraph systems without rotating the shafts for diagnostics and system set-up.
- v. **JOYSTICK CONTROL:** The Joystick Control integrates the following propulsion systems: Bow Thruster, Stern Thruster, Main Engines and Shafts and both Rudders.

### **2.1.3 TESH-1**

The Tesh-1 telegraph system functions as both a conventional telegraph system and as an input device for pitch and RPM commands to the FAMP-S system. Telegraph stations are located at the Bridge Forward, Port, and Starboard consoles, the ECR console, and at each gearbox. Telegraph stations at each gearbox act as conventional order indicators for local manual control of the engines.

### **2.1.4 Safety Panel (ECR Console)**

The ASEA Safety Panel QHFS 102 monitors engine parameters and sends safety shutdown signals to the main engines and alarms to the FAMP-S.

### **2.1.5 Noris Speed Measuring System (Engine Room)**

There is one Noris Speed Measuring System panel mounted for each engine. The system monitors engine and turbocharger RPM for feed back to the console gauges and FAMP-S, and provides emergency shut down on overspeed of the main engine.

### **2.1.6 Deuta Werke (Engine Room)**

There is one Deuta Werke panel mounted for each gearbox. The system has three speed sensor inputs: one from each engine clutch pack and one from the main propeller shaft. Comparator cards are used to monitor propeller shaft and clutch RPM. Should a 3% difference in speed exist FAMP will receive a clutch out signal after 8 seconds and the slip alarm will be indicated. Should a 5% or greater d exist the signal to FAMP will occur after 5 seconds.

### **2.1.7 Torductor (Engine Room)**

There is one Torductor panel mounted for each shaft. The system is used to calculate power and torque by comparing magnetic potential difference generated by changes in shaft loading and to also measure shaft RPM through magnetic pick-up. The torque, power and shaft RPM are fed to the console gauges. A separate torque signal is sent to the FAMP-S system for load control purposes.

### **2.1.8 Woodward 723 Governors (ERC Console)**

Each main engine is fitted with a Woodward 723 electronic governor. The governors are fitted in the ERC, with electro-hydraulic Woodward EG10PC rack actuators with PMC RVDT rack position transmitters fitted on each engine. The governors control engine speed

from FAMP-S speed setting signals and load sharing between two engines on the same shaft line.

### **2.1.9 Joystick Control (Bridge aft station, and portable control box)**

An ASEA joystick control and vector computer are fitted for “single stick” control of bow and stern thrusters, port and starboard propellers and port and starboard rudders. Joystick control positions are at the Bridge aft position and a cable connected portable control box.

### **2.1.10 CPP (Engine Room)**

The FAMP-S system directly controls the propeller pitch via electrically actuated hydraulic valves on the oil distribution box.

### **2.1.11 C-Can Battery Charging System (Electronics Room and Engine Room)**

Two sets of Battery Chargers/Rectifiers and gel cell battery banks provide 24VDC power for the following systems and devices:

- a) FAMP-S
- b) Tesy-1 Telegraph Controls
- c) Torductor
- d) Joystick System
- e) Alarm and Monitoring system (Local unit power)
- f) Alarm and Monitoring system alarm lights and sirens
- g) Bow thruster controls
- h) Woodward main engine governors
- i) Engine monitoring sensors and gauges
- j) ASEA Safety system and shut downs
- k) Emergency propulsion control panels
- l) Deuta Werke Slip monitoring
- m) Noris Engine Speed Measuring System
- n) Main and PTO clutch controls
- o) Control room electrical distribution mimic panel
- p) Control room propulsion console mimic panel
- q) Control room and Bridge console lamps
- r) Generator governors
- s) Emergency pitch control
- t) Shaft brake and Turning Gear status indication
- u) Engineer’s call system

## **2.2 Systems for Integration**

The following systems will require integration with the new PCS. The existing manuals will be supplied to aid in the proposal for the PCS. Additional information with regards to upgraded Thruster and Steering Gear systems will be provided to the Contractor once the Contract is awarded to aid in the Project Design Package.

### **2.2.1 Transverse Thrusters**

The Ulstien (Rolls Royce) Stern Thruster and Omni Thruster Bow Thruster control systems will be upgraded during the VLE project and will require the Contractor to integrate the systems to ensure the PCS will provide control of the transverse thrusters when the joystick control is used.

### **2.2.2 Steering Gear**

Steering gear control system components are located at the Bridge consoles, the electronics room, and the steering flat. The Wagner Engineering Ltd MS4D/MK4 Dual Electric Steering/Autopilot system provides full follow up and non-follow up rudder control; rudder angle indication; and Auto Pilot steering control. The steering system will be upgraded during the VLE project and will require the Contractor to integrate the systems to ensure the PCS will signal the steering gear control system to centre the rudders automatically in Ice Breaking Mode when an astern pitch order is given, and operate the rudders when the joystick control is used.

### **2.2.3 Alarm and Monitoring System**

The alarm and monitoring system is a VTS alarm and monitoring system as provided by Trihedral Engineering. The existing VTS system shall be retained. All existing communication and functionality between VTS and the PCS shall be provided with the new system.

## **2.3 Requirement**

The existing PCS aboard the CCGS Earl Grey is original installed equipment from the ship's construction in 1985. The PCS is obsolete and becoming unreliable. The objective of this project is to design, manufacture and factory test ready for installation by the VLE Contractor a modern PCS that will provide the same functionality as the old system with the reliability of a system in current production.

### **2.3.1 Bidder Proposal**

The Bidder must provide a detailed written proposal on how they plan to provide:

- a) The design and supply of a modern propulsion control system that is Class certified and TCMS approved for use on the CCGS Earl Grey;
- b) A detailed shipyard installation specification and drawings for the system during the CCGS Earl Grey's VLE project, and;
- c) The details of commissioning, testing and trials of the system.

### **2.3.2 Contractor Responsibility**

During the performance of the Work, the Contractor shall retain Total System Responsibility for the following activities:

- a) Control system design, including integration of new and retained systems and components and manufacturing of the new PCS;

- b) Regulatory and Statutory Approvals (TCMS and Class) for the design and manufacturing of the new PCS;

### **2.3.3 Implementation phase by a Shipyard**

The intention of the Coast Guard is to have the removal of the old PCS and the installation of the new PCS included in a VLE specification to Shipyard bidders, in which the Contractor will be identified as the OEM to be on hand for the removal, installation, testing, commissioning, training and trials of the PCS.

### **3.0 DELIVERABLES**

#### **3.1 Technical Proposal Deliverables**

The Bidder must submit a Technical Proposal package for Canada's evaluation. The Proposal must include all components of section 3.1 and reference section 3.2 for the Contract Deliverables.

##### **3.1.1 Proposal**

The Bidder must provide a detailed proposal clearly defining how they will design and deliver the new Propulsion Control System (PCS) which meets or exceeds the requirements set out herein.

##### **3.1.2 Classification Society**

The Bidder must demonstrate that the new PCS and any integration with other systems will be assessed and approved by a Classification Society approved by TCMS as listed in the Marine Machinery Regulations Section 2 (1) of the Canada Shipping Act 2001.

##### **3.1.3 Track Record**

The Bidder must demonstrate that it has successfully completed at least three (3) similar projects in the last five (5) years for vessels of similar size and with similar propulsion system complexity. The objective evidence may be in the form of reference letters from clients.

##### **3.1.4 System Verifications**

The Bidder must demonstrate that the new PCS at a minimum duplicates the functionality of the existing system. The Contractor must verify and summarize in tabular form the existing equipment's functions and the corresponding proposed equipment's functions for the equipment listed below:

- a. Tesy-1 Telegraph Controls system;
- b. Torductor system;
- c. Joystick System;
- d. Woodward 723 main engine governors;
- e. ASEA Safety Panel QHFS 102 and shut downs;
- f. Deutz Main Engine Safety Systems;
- g. Deuta Werke Slip monitoring systems;
- h. Noris Tachometerwerk Engine Speed monitoring systems;
- i. Main and PTO clutch controls systems;
- j. Emergency pitch control systems;
- k. Power supply circuit breakers from the ship's main or emergency distribution system supplying power to the existing charger/rectifier system;
- l. All power supply circuit breakers feeding 24VDC power from the existing Battery Charger/Rectifiers and Power Supply to the systems fed from this power supply, and;
- m. Battery charger/rectifiers, and system batteries.

### **3.1.5 Support**

The Bidder must indicate the ability to support the PCS with Factory Service Representatives (FSR) available on site at the request of the Canadian Coast Guard including the response time of a minimum 48 hours to the vessel anywhere in eastern Canada.

### **3.1.6 PCS Electronics**

The Bidder must demonstrate the new PCS is of new, modern, electronic based technology in current production and is able to integrate with upgraded controls for both the bow and stern thrusters and rudders. All programming, software and programmable hardware shall be open source. The Contractor must indicate the international standards to which the electronic and electrical equipment are constructed.

### **3.1.7 Sample Specifications**

The Bidder must provide a sample specification and sample construction and installation drawings for evaluation purposes from a previous propulsion control project.

### **3.1.8 Sample Manuals**

The Bidder must provide a sample of a system installation, operation and troubleshooting manuals for evaluation purposes from a previous propulsion control project.

### **3.1.9 Duration and Cost Estimate**

The Bidder must provide a duration and cost estimate in the format of the Pricing Data Sheet for the following activities:

- a) Strip out of the old PCS;
- b) Installation of the new PCS;
- c) Set to work and testing;
- d) Dock trial, and;
- e) Sea trial.

### **3.1.10 Document Management Plan**

The Bidder must describe the Document Management Plan for drawings and specifications, including the details for Regulatory approvals and Client Feedback.

### **3.1.11 Preliminary Planning and Scheduling**

The Bidder must provide with its proposal preliminary planning and scheduling which will indicate in working days the duration of each of the following activities with links associated to their respective predecessors and successors:

- Contract award date: Day 1
- Development of the Preliminary Design Package (PDP) (5 weeks) detailed as per the SOW 3.2.1.1
- Contractor to begin the Preliminary Design Package

- Submission of PDP including Shipyard specifications and drawings
- Review by Canada of the PDP period of 5 working days
- Development of the Approval Design Review Package (7 weeks) detailed as per the SOW 3.2.2.1
- Submission of Approval Design Review
- Review by Canada of the Approval Design Review Package period of 5 working days
- Period of approval by Class, and TCMS
- Period of manufacturing and procurement of components
- Period of Factory assembly of components
- Period of Factory Acceptance Tests
- Delivery of System components on behalf of the CCG -to the -VLE Contractor
- Warranty period (VLE work acceptance day + 1 year)

### **3.1.12 Milestone schedule for progress and payments**

The Bidder must provide with its proposal a sample Gantt chart indicating the milestones for the formal progress reviews based on the activities listed above.

### **3.1.13 Quality Management System**

Bidders must provide with their proposals objective evidence that they have in place a Quality Management System registered to ISO 9001:2008 or a Quality Management System modeled on ISO 9001:2008 which will include:

- (a) if registered, its valid ISO 9001:2008 certification, and;
- (b) an example of its Quality Control Plan (QCP) as applied on previous projects of the same nature and complexity of this RFP, and;
- (c) a sample of an Inspection and Test Plan (ITP) developed in accordance with the QCP in (b) above.

### **3.1.14 Education and Experience**

Bidders must provide with their proposals the résumé of the proposed team members that will complete and supervise the Work. The team must include:

- (a) an employee with a minimum of five (5) years' experience in the last seven (7) years in managing the distribution and revision tasks according to defined procedure identifying the roles and responsibilities of all parties involved.
- (b) an employee with technical training and a minimum of five (5) years' experience in the last seven (7) years in the integration of all new and retained existing systems and components described in this RFP. The employee must manage integration tasks according to a defined procedure identifying the roles and responsibilities of all parties involved. The employee must have recent experience in the integration of programmable electronic systems and marine propulsion equipment and the resources to enable a controlled integration process.

**3.1.15 Evidence of on time delivery**

- Bidders must show that all engineering, parts, etc. of the system can be delivered to the VLE Contractor on or before March 1, 2015.
- Bidders must show that the VLE specification and drawings can be delivered no later than 5 weeks after contract award.

**3.1.16 Additional Proposal Information**

The Bidder's proposal may include details of the following:

- a) Proposed system components that will reduce maintenance costs and time compared to the present system;
- b) Identification of system diagnostics as well as propulsion system condition monitoring capabilities to aid in maintenance scheduling;
- c) Identification of system redundancies that increase the reliability and safety of the entire PCS, and;
- d) Additional standard features that may be present in a modern PCS.

## **3.2 Contract Deliverables**

### **3.2.1 Preliminary Design Package (PDP) Deliverables**

The Contractor must submit a preliminary design package (PDP) within five (5) weeks of contract award to the IA and TA for Canadian Coast Guard review and comment. The Package must include all components of sections 3.2.1.1 to 3.2.1.5 inclusive.

#### **3.2.1.1 Preliminary Design Package Details**

The Contractor's PDP must contain the following documentation and design details to allow the Canadian Coast Guard the ability to provide feedback at an early stage of design:

- a) Project schedule including design, production, testing and delivery of the PCS;
- b) Shipyard specifications and drawings as noted in 3.2.1.2 and 3.2.1.3;
- c) Document and Drawing Management Plan;
- d) Integration Management Plan for new and retained systems and components;
- e) Speed, Pitch and Load curves for all propulsion modes and configurations;
- f) Operator station layouts and bills of materials;
- g) Component and system installation, operation and maintenance manuals;
- h) System bills of Materials;
- i) Control system philosophy descriptions;
- j) General arrangements;
- k) Control system functional descriptions;
- l) System block diagrams;
- m) User interface documentation;
- n) Power supply arrangement;
- o) Safety functions, including slowdowns, shut downs, and overrides;
- p) Software Quality Plan;
- q) Environmental specifications of all components and assemblies to be used, and;
- r) Training regime for both operators of the system and those required to perform maintenance.

#### **3.2.1.2 Preliminary Design Package Shipyard Specification**

The Contractor's PDP must include the following minimum Shipyard Installation Specification requirements:

- a) Utilize a mutually acceptable numbering format and subject headers as this specification will be tendered as part of a larger specification package;
- b) Provide sufficient detail to be suitable for use in an invitation to tender for shipyard use including a bill of materials for shipyard implementation;
- c) Provide sufficient detail of all removals and installation of all equipment and cabling (including connection verification plans) such that a shipyard can provide firm price quotations for labour and materials, and;
- d) Provide details of the renewal of all control consoles (bridge and engine room) to allow for well laid out control stations with the integration of the new PCS controls and existing control equipment.

### 3.2.1.3 Preliminary Design Package Shipyard Drawings

The Contractor's PDP must include the following minimum Shipyard Installation Drawing requirements:

- a) Details of all removals and installation of all equipment and cabling, such that a shipyard can provide firm price quotations for labour and materials. It is anticipated that the successful shipyard will perform cable runs, wiring terminations, and install modified console tops;
- b) A list of shipyard installation drawings, and;
- c) The specific drawing standard that will be utilized for the shipyard installation drawings.

### 3.2.1.4 Sub-Contractor Costs

The Contractor must include all OEM Sub-Contractor costs associated with integrating retained equipment and systems.

### 3.2.1.5 Quality Assurance Inspections

The Contractor must submit with the working drawings a QA Inspections, Tests, and Trials Plan for the installation phase of the project.

## 3.2.2 Approval Design Review Deliverables

The Contractor must submit an Approval Design Review package within twelve (12) weeks of contract award to the IA and TA for Canadian Coast Guard review and comment prior to Class and TCMS approval. This submission must include the PDP incorporating the latest revisions as well as all components of section 3.2.2.1.

### 3.2.2.1 Approval Design Review Details

The Contractor's Approval Design Review must include details of the following:

- a) Functional Failure Analysis;
- b) Specific details of the Factory Acceptance Test regime which must include a full physical console layout of components as they will be installed on the ship;
- c) Details of a Failure Modes and Effect Analysis (FMEA) for the PCS;
- d) Specific details of the communication interconnection of the supplied system with existing machinery and monitoring equipment;
- e) Dock trials, and Sea Trials test programs;
- f) Critical spare parts identification;
- g) Ability of the proposed system to allow for future expansion of both sensor inputs or programming additions, and;
- h) Warranty details.

### **3.3 Deliverables - General**

#### **3.3.1 Delivery Date**

The Contractor must be able to deliver the complete PCS to the VLE Contractor on behalf of the Canadian Coast Guard for installation into the CCGS Earl Grey no later than March 1, 2015. This must include all components for installation, Contractor supplied wiring, and a set of critical spare parts as determined during the Approval Design Review.

#### **3.3.2 Set to Work Tests and Trials**

The Contractor must be able to deliver the Set to Work Test and Trials agenda and planning for integration into the VLE planning and scheduling no later than October 31, 2014.

#### **3.3.3 Commissioning and Training**

The Contractor must be able to deliver the Commissioning and Training agenda and planning for integration into the VLE planning and scheduling no later than October 31, 2014.

#### **3.3.4 Intellectual Property**

The Intellectual Property will be in accordance with the Supplemental General Conditions 4007: "Canada to Own Intellectual Property Rights in Foreground Information".

#### **3.3.5 Mandatory Attendance to the VLE Bidder's Conference**

The PCS Contractor must attend the VLE Bidder's conference and upon Canada's request answer questions and provide clarification on the PCS work to be done aboard the CCGS Earl Grey during the VLE contract.

#### **3.3.6 Training**

The Contractor must deliver training conducted by the Contractor's personnel specialized in the design and operation of the PCS. The Contractor must provide all software, hardware, facilities and licensing required to complete this training. The Contractor must provide the course syllabus and schedule, the training manuals and materials to Canada one week prior to the training period to allow the Coast Guard crews time to familiarize themselves with the system. The training materials must be specific to the PCS installation on the CCGS Earl Grey. The training materials and instruction must be provided in English. The training must be conducted as follows:

- a) FAT training for senior Coast Guard personnel must be conducted for a period of no less than 40 hours of contact time. This training must include, as a minimum, the instruction of the Coast Guard personnel on all FAT testing procedures as well as instruction on components and functions, operating modes,

instruments, safety system activation and operation, alarms, system troubleshooting and hands-on operation training.

## **4.0 DOCUMENTATION**

### **4.1 Documents**

#### **4.1.1 Document Formats**

The successful Contractor must provide the following documentation over the course of the contract:

- a) Three (3) paper copies and one (1) electronic copy on CD ROM or USB format of the Proposal. The electronic copy shall be in Adobe PDF format;
- b) Three (3) paper copies and one (1) electronic copy on CD ROM or USB format of the Shipyard Installation Specification. These shall be in Microsoft Office compatible electronic format (Word, Excel, etc.);
- c) The Class Certification and TCMS Approval documentation for the PCS system, and certificates for all materials and machinery;
- d) All system equipment and system manuals as noted in Section 3.2.1.1;
- e) A Bill of Materials of all system components (including make and model numbers and quantity in the system);
- f) A list of all system spare parts (including make and model numbers and quantity in the system);
- g) Three (3) paper copies and one (1) electronic copy on CD ROM or USB format of all training materials for both operators and maintenance personnel;
- h) Warranty documentation for the system and its components, and;
- i) Two (2) electronic copies on CD ROM or USB format of the final system specific software required for all diagnostics, support and complete system operation of the PCS.

#### **4.1.2 Electronic Protection**

Drawings and documents must not be electronically protected so as to be Read Only files.

#### **4.1.3 Electronic Labelling**

All electronic media must be clearly labelled with the CCG project number, file names and drawing numbers. If a complete listing exceeds the label size, a "readme.txt" file in ASCII format must be provided with each disk. A printed copy of the Readme file must accompany each disk.

## **4.2 Drawings**

### **4.2.1 Drawing Formats**

- 4.2.1.1 The successful Contractor must provide three (3) paper copies and one (1) electronic copy on CD ROM or USB format of the following drawings over the course of the contract:
- a) Each of the Design and Approval Drawings;
  - b) The Shipyard Installation Drawings from Section 3.2.1.2 of this contract, and;
  - c) The system line drawings, system interconnection drawings and integration drawings with all non-OEM components.
- 4.2.1.2 All drawings must be standard ANSI paper size and must be in AutoCAD 2008 DWG format.
- 4.2.1.3 CCG National CAD Standard [MECTS-#2860606-v1-National\_Cad\_Standards] must be applied.

## **5.0 INSPECTIONS, TEST AND TRIALS**

### **5.1 Factory Acceptance Test**

The Contractor must conduct Factory Acceptance Tests of the PCS with the TCMS Approved PCS trials schedule. The Contractor must conduct these Tests and Trials in the presence of the attending Class surveyor, the IA, the TA, and TCMS. The Factory Acceptance Tests must be conducted in Canada.

### **5.2 Tests and Trials**

The Contractor must be able to deliver the dock trials and sea trials agenda and planning of the completed PCS for integration with the VLE planning and scheduling no later than October 31, 2014. These Tests and Trials must demonstrate the satisfactory operation of all components and functions to the requirements of Class and TCMS.

Solicitation No. - N° de l'invitation

F7049-140006/A

Amd. No. - N° de la modif.

File No. - N° du dossier

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Buyer ID - Id de l'acheteur

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CCC No./N° CCC - FMS No./N° VME

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

F7049-140006

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## ANNEX B - OEM CERTIFICATION FORM

This confirms that the original equipment manufacturer (OEM) identified below has authorized the Bidder named below to supply, install and test the proposed system and component.

Name of OEM \_\_\_\_\_

Signature of authorized signatory of OEM \_\_\_\_\_

Print Name of authorized signatory of OEM \_\_\_\_\_

Print Title of authorized signatory of OEM \_\_\_\_\_

Address for authorized signatory of OEM \_\_\_\_\_

Telephone no. for authorized signatory of OEM \_\_\_\_\_

Fax no. for authorized signatory of OEM \_\_\_\_\_

Date signed \_\_\_\_\_

Solicitation Number: F7049-140006/A

Name of Bidder \_\_\_\_\_

## ANNEX C - BASIS OF PAYMENT FIRM PRICE

Annex C will form the Basis of Payment for the resulting Contract and must not be filled in at the bid submission stage.

### C1 Contract Firm Price

<b>A)</b>	<b>Known Work</b> For work as stated in Article 1. 1, Specified in Annex "A" and detailed in the attached Pricing Data Sheets, for a FIRM PRICE of:	\$
<b>B)</b>	<b>Tx as applicable</b>	\$
<b>C)</b>	<b>Cost of Financial Security as per Clause 1.13</b>	\$
<b>D)</b>	<b>Total Firm Price applicable Tx included</b>	\$

### C2 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, consumable, and profit, plus net laid-down cost of materials to which will be added a markup of 10%, plus Goods and Services Tax or Harmonized Sales Tax, if applicable, of the total cost of material and labour. The firm hourly charge-out labour rate and the material markup will remain firm for the duration of the Contract and any subsequent amendments."

**C2.1:** 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 labor directly involved in the production of the subject work package.

Elements of Related Labour Costs identified in C2.2 below, will not be negotiated, but will be compensated for in accordance with C2.2.

**C2.2:** Allowance for Related Labour Costs such as: Management, all Supervision, Purchasing and Material Handling, Quality Assurance and Reporting, First Aid, Gas Free Certification Inspecting and Reporting, Estimating, and Preparing Unscheduled Work Submissions will be

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Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
010md

Client Ref. No. - N° de réf. du client  
F7049-140006

File No. - N° du dossier  
010mdF7049-140006

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included as Overhead for the purposes of determining the Charge-out Labour Rate entered in line B2 above.

**C2.3:** The 10% markup rate for materials will also apply to subcontracted costs. The markup rate includes any allowance for material and subcontract management not allowed for in the Charge out Labour Rate. The Contractor will not be entitled to a separate labour component for the purchase and handling of materials or subcontract administration.

### **Prorated Prices Unscheduled Work**

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

### **C3 Overtime**

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

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

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

For Double time                                \$\_\_\_\_ per hour

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

### **C4 Pricing Data Sheets**

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

**APPENDIX 1 TO ANNEX C - SCHEDULE OF MILESTONES FOR PAYMENT - CCGS EARL GREY - RFP # F7049-140006/A**

MILESTONE PAYMENTS ITEM NO.	ACTIVITIES	TOTAL % OF THE CONTRACT VALUE TO BE PAID AGAINST EACH MILESTONE
1	<b>DESIGN - SHOP FABRICATION - FAT - DELIVERY OF THE NEW PCS SYSTEM TO A VLE CONTRACTOR</b>	<b>100%</b>
1.1	PROJECT PRELIMINARY DESIGN PACKAGE (PDP) DEVELOPED AND SUBMITTED TO CANADA (EXCLUDING VLE IMPLEMENTATION PACKAGE)	5%
1.2	VLE IMPLEMENTATION PACKAGE (VLE SPECIFICATIONS AND DRAWINGS) SUBMITTED TO CANADA	5%
1.3	DESIGN APPROVED BY REGULATORY BODIES	10%
1.4	ACCEPTANCE BY CANADA OF THE PDP (EXCLUDING VLE IMPLEMENTATION PACKAGE)	10%
1.5	ACCEPTANCE BY CANADA OF THE VLE IMPLEMENTATION PACKAGE (VLE SPECIFICATIONS AND DRAWINGS)	10%
1.6	APPROVAL DESIGN REVIEW PACKAGE DEVELOPED AND SUBMITTED TO CANADA	10%
1.7	ACCEPTANCE BY CANADA OF THE APPROVAL DESIGN PACKAGE	10%
1.8	FACTORY PRODUCTION AND ASSEMBLY COMPLETED	10%
1.9	FACTORY DEMONSTRATION AND TRIALS COMPLETED AND ACCEPTED BY CANADA	20%
1.10	FACTORY TRAINING FOR OPERATION AND MAINTENANCE COMPLETED AND ACCEPTED BY CANADA	5%
1.11	DELEVERY TO A VLE CONTRACTOR OF THE NEW PCS TO BE INSTALLED INCLUDING ALL RELATED INFORMATION (MANUALS AND DRAWINGS)	5%
1.12	RETURN OF THE SECURITY DEPOSIT AT THE END OF THE WARRANTY PERIOD	-----

## ANNEX D - FINANCIAL BID PRESENTATION SHEET

### D1 Price for Evaluation

<b>A)</b>	<p><b>Known Work</b> For work as stated in Part 1 Clause 1.2.2, Specified in Annex "A" and detailed in the attached Pricing Data Sheets Appendix 1 of Annex "D", for a FIRM PRICE of:</p>	\$
<b>B)</b>	<p>Unscheduled Work Contractor Labour Cost: Estimated labour hours at a firm Charge-out Labour Rate, including overhead and profit for evaluation purpose only: 200 person hours X \$ _____ per hour for a PRICE of: See Article D2.1 and D2.2 below.</p> <p>Overtime premium for time and one half: Estimated hours for evaluation purposes only: 80 person hours X \$ _____ per hour for a PRICE of: See Article D3 below.</p> <p>Overtime premium for double time: Estimated hours for evaluation purposes only: 40 person hours X \$ _____ per hour for a PRICE of: See Article D3 below.</p>	\$  \$  \$
<b>C)</b>	<p>Cost of Financial Security as per Part 6 - 6.2.1 b) and 6.2.2</p> <p>Type of Contract Financial Security as per Part 6 - 6.2.1 a) _____</p>	\$
<b>D)</b>	<p>EVALUATION PRICE TX EXCLUDED,</p> <p>[A + B + C]:</p> <p>For an EVALUATION PRICE of (Tx excluded):</p>	\$

## **D2    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, consumable, and profit, plus net laid-down cost of materials to which will be added a markup of 10 %, plus Goods and Services Tax or Harmonized Sales Tax, if applicable, of the total cost of material and labour. The firm hourly charge-out labour rate and the material markup will remain firm for the duration of the Contract and any subsequent amendments."

**D2.1:** 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 D2.2 below, will not be negotiated, but will be compensated for in accordance with Note D2.2. It is therefore incumbent upon the bidder to have bid appropriately which will result in fair compensation, regardless of their Cost Management System.

**D2.2:** Allowance for Related Labour Costs such as: Management, all Supervision, Purchasing and Material Handling, Quality Assurance and Reporting, First Aid, Gas Free Certification Inspecting and Reporting, and Estimating and Preparing Unscheduled Work Submissions will be included as Overhead for the purposes of determining the Charge-out Labour Rate entered in line D2 above.

**D2.3:** The 10% markup rate for materials will also apply to subcontracted costs. The markup rate includes any allowance for material and subcontract management not allowed for in the Charge out Labour Rate. The Contractor will not be entitled to a separate labour component for the purchase and handling of materials or subcontract administration.

### **Prorated Prices Unscheduled Work**

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

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### **D3 Overtime**

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

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

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

For Double time \$ \_\_\_\_\_ per hour

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

### **D4 Pricing Data Sheets**

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

**APPENDIX 1 TO ANNEX D - PRICING DATA SHEET - CCGS EARL GREY - DESIGN AND FAB OF THE NEW PCS - RFP # F7049-14006/A**

Pricing Data Sheet Item No.	Description	A Total Hours	B Total Labour Profit Included - \$CAD - Tax Excluded	C Total Material Profit Included - \$CAD - Tax Excluded	D Total Sub-Contractor Profit Included - \$CAD - Tax Excluded	E Total FSR Profit Included - \$CAD - Tax Excluded	F Total Cost Profit Included - \$CAD - Tax Excluded = (B+C+D+E)
1	<b>DESIGN - SHOP FABRICATION - FAT - DELIVERY OF THE NEW PCS SYSTEM TO A VLE CONTRACTOR</b>						
1.1	DEVELOPMENT AND SUBMISSION TO CANADA OF A PROJECT PRELIMINARY DESIGN PACK (PDP) 5 WEEKS AFTER CONTRACT AWARD						\$0
1.2	DEVELOPMENT OF VLE IMPLEMENTATION SPECIFICATIONS AND DRAWINGS						\$0
1.3	DESIGN APPROVAL BY REGULATORY BODIES						\$0
1.4	DEVELOPMENT OF THE APPROVAL DESIGN REVIEW PACKAGE AND SUBMISSION TO CANADA						\$0
1.5	FACTORY PRODUCTION AND ASSEMBLY						\$0
1.6	FACTORY DEMONSTRATION AND TRIALS						\$0
1.7	FACTORY TRAINING FOR OPERATION AND MAINTENANCE						\$0
1.8	DELIVERY TO A VLE CONTRACTOR OF THE NEW PCS TO BE INSTALLED INCLUDING ALL RELATED INFORMATION (MANUALS AND DRAWINGS)						\$0
	<b>TOTAL KNOWN WORK (To be reported to the line A) of the Annex D)</b>	<b>0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

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## ANNEX E - INSURANCE REQUIREMENTS

### E.1 Ship Repairers' Liability Insurance

1. The Contractor must obtain Ship Repairer's Liability Insurance and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$10,000,000 per accident or occurrence and not less than \$20,000,000 in the annual aggregate.

2. The Ship Repairer's Liability insurance must include the following:

a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.

b. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Environment Canada and Public Works and Government Services Canada for any and all loss of or damage to the vessel, however caused.

c. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

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

e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

### E.2 Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$10,000,000 per accident or occurrence and not less than \$20,000,000 in the annual aggregate.

2. The Commercial General Liability Insurance policy must include the following:

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(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) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.

(d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.

(e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

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

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

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

(i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.

(j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.

(k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

(l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

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(m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

(n) Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.

(o) All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.

(p) Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.

(q) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

(r) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then

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Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

### **E.3 Errors and Omissions Liability Insurance**

The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional 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 \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.

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.

The following endorsement must be included:

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

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## ANNEX F - QUALITY CONTROL/INSPECTION PROCEDURES

### 1. Quality Control Plan

The Contractor must implement and follow the Quality Control Plan (QCP) prepared according to the latest issue (at contract date) of ISO 10005:2005 quality management - Guidelines for quality plans, approved by the Inspection and the Technical Authority. The QCP must describe how the Contractor will conform to the specified quality requirements of the Contract and specify how the required quality activities are to be carried out, including quality assurance of subcontractors. The Contractor must include a traceability matrix from the elements of the specified quality requirements to the corresponding paragraphs in the QCP. The QCP must be made available to the Inspection and Technical Authority for review and approval **within five (5) working days** after contract award.

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

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

### 2. Inspection and Test Plan (ITP):

2.1 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. Individual ITPs should be forwarded for review as developed.

## 2.2 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):

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

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

c. Cross reference to a verification document number.

## 3. Inspection and Test Plan Criteria:

3.1 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.

### 3.2 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.

## 4. Conduct of Inspection

4.1 Inspections must be conducted in accordance with the ITP as approved by the Technical Authority and the Inspection Authority.

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

4.3 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.

4.4 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.

4.5 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.

## 5. Inspection Records and Reports

5.1 The Contractor on the inspection record, test or trials sheets as applicable must record the results of each inspection. The Contractor must maintain files of completed inspection records consistent with the Quality Standard and its Quality Plan for this project.

5.2 The Contractor's QC representative (and the FSR when required) must sign as having witnessed the inspection, test or trial on the inspection record. The Contractor must forward originals of completed inspection records, together with completed test(s) and/or trials sheets to the Inspection Authority as they are completed.

5.3 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

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record the cause of the unsatisfactory condition to the satisfaction of the Inspection Authority. Canada representatives may assist in identification where appropriate.

5.4 Corrective action to remove cause of unsatisfactory inspections must be submitted to the Inspection Authority in writing by the Contractor, for approval before affecting such repairs and rescheduling of the unsatisfactory inspection/test/trial. Such notices must be included in the final records passed to the Inspection Authority.

5.5 The Contractor must undertake rectification of defects and deficiencies in the Contractor's installation or repair as soon as practicable. The Contractor is responsible to schedule such repairs at its own risk.

5.6 The Contractor must reschedule unsatisfactory inspections after any required repairs have been completed.

5.7 Quality Control, Inspection and Test records that substantiate conformance to the specified requirements, including records of corrective actions, must be retained by the Contractor for three (3) years from the date of completion or termination of the Contract and must be made available to the Inspection Authority upon request.

## **6. Inspection and Trials Process**

### **6.1 Drawings and Purchase Orders**

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

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

### **6.2 Inspection**

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

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

### **INSPECTION NON-CONFORMANCE REPORTS.**

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

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

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

#### 6.3 Inspection Non-conformance report

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

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

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

#### 6.4 Tests, Trials, and Demonstrations

a. To enable the Inspection Authority to certify that the Work has been performed satisfactorily, in accordance with the Contract and Specifications, the Contractor must schedule, co-ordinate,

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perform, and record all specified Tests, Trials and Demonstrations required by the Inspection Authority.

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

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

d. Where the Specifications do not contain specific performance requirements for any component, equipment, sub-system or system, the Contractor must demonstrate such component, equipment, sub-system or system to the satisfaction of the Inspection Authority .

e. The Contractor must co-ordinate each test, trial and demonstration with all interested parties, including the Inspection Authority; Contracting and Technical Authorities; regulatory authorities; Classification Society; Sub-contractors; etc. **The Contractor must provide the Contracting, the Technical and the Inspection Authorities with a minimum of five (5) working days notice of each scheduled test, trial, or demonstration.**

g. The Contractor must keep written records of all tests, trials, and demonstrations conducted as detailed in G5. The Contractor may utilize the **PWGSC STANDARD TESTS & TRIALS RECORD SHEETS** which can be customized by the Contractor to suit individual test or trial requirements. These Record Sheets are available from the Inspection Authority in digital format.

h. The Contractor must in all respects be responsible for the conduct of all tests and trials in accordance with the requirements of the Contract.

i. The Inspection Authority and the Technical Authority reserve the right to defer starting or continuing with any sea trials for any reasonable cause including but not limited to adverse weather, visibility, equipment failure or degradation, lack of qualified personnel and inadequate compliance with safety standards.

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## **ANNEX G - PROCEDURE FOR PROCESSING UNSCHEDULED WORK**

### 1. Purpose

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

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

### 2. Definitions and Particulars

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

### 3. Procedures

- a. The procedure involves the electronic form PWGSC-TPSGC 1379 (10/2011) for refit and repair and will be the only form for authorizing all **Unscheduled Work**.
- b. Emergency measures required to prevent loss or damage to the Vessel which would occur if this procedure were followed, shall be taken by the Contractor on its own authority. The responsibility for the cost of such measures shall be determined in accordance with the terms and conditions of the Contract.
- c. The Technical Authority will initiate a work estimate request by defining the **Unscheduled Work** requirement. It will attach drawings, sketches, additional specifications, other clarifying details as appropriate, and allocate their Serial Number for the request.
- d. Notwithstanding the foregoing, the Contractor may propose to the Technical Authority in writing, either by letter or some type of Defect Advice Form (this is the Contractor's own form) that certain **Unscheduled Work** should be carried out.
- e. The Technical Authority will either reject or accept such Proposal, and advise the Contractor and Contracting Authority. Acceptance of the Proposal is not to be construed as authorization for the work to proceed. If required, the Technical Authority will then define the **Unscheduled Work** requirement in accordance with Sub. Paragraph 3.(c).
- f. The Contractor will electronically submit its Proposal to the Contracting Authority together with all price support, any qualifications, remarks or other information requested.

The price support shall demonstrate the relationship between the scope of work, the Contractor's estimated costs and its selling price. It is a breakdown of the Contractor's unit rates, estimates of person hours by trade, estimate of material cost per item, for both the contractor and all of its subcontractors, estimates of any related impact and an evaluation of the contractor's time required to perform the **Unscheduled Work**.

- g. The Contractor shall provide copies of purchase orders and paid invoices for Subcontracts and/or materials, including stocked items, in either case. The Contractor shall provide a minimum of two quotations for Subcontracts or materials. If other than the lowest, or sole source is being recommended for quality and/or delivery considerations, this shall be noted. On request to the Contractor, the Contracting Authority shall be permitted, to meet with any proposed Subcontractor or material supplier for discussion of the price and always with the Contractor's representative present.

h. After discussion between the Contracting Authority and the Contractor and if no negotiation is required, the Contracting Authority will seek Technical Authority confirmation to proceed by signing the form. The Contracting Authority will then sign and authorize the **Unscheduled Work** to proceed.

i. In the event the Technical Authority does not wish to proceed with the work, it will cancel the proposed **Unscheduled Work** through the Contracting Authority in writing.

j. In the event the negotiation involves a Credit, the appropriate PWGSC form will be noted as "credit" accordingly.

k. In the event that the Technical Authority requires **Unscheduled Work** of an urgent nature or an impasse has occurred in negotiations, the commencement of the **Unscheduled Work** should not be unduly delayed and should be processed as follows, in either case. The Contractor will complete the appropriate PWGSC 1379 form indicating the offered cost and pass it to the Contracting Authority. If the Technical Authority wishes to proceed, the Technical Authority and the Contracting Authority will sign the completed PWGSC form with the notation, "CEILING PRICE SUBJECT TO DOWNWARD ADJUSTMENT", and allocate a Serial Number having the suffix "A". The work will proceed with the understanding that following an audit of the Contractor's actual costs for completing the described work, the cost will be finalized at the ceiling price or lower, if justified by the audit. A new PWGSC form will then be completed with the finalized costs, signed and issued with the same Serial Number without the suffix "A", and bearing a notation that this form is replacing and cancelling the form having the same Serial Number with the suffix "A".

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

#### 4. Amendment to Contract or Formal Agreement.

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

## APPENDIX 1 TO ANNEX G

Public Works and Government Services Canada Travaux publics et Services gouvernementaux Canada		Project No. - No du projet			
<b>Work Arising or New Work – Travaux imprévus ou nouveaux travaux</b>			File No. - No de dossier		
Contractor's Name Nom de l'entrepreneur		Specification No. and Date No de spécification et date	Contract Serial No. No de série du contrat		
Vessel – Navire		Customer Dept. – Ministère client	PWGSC 1379 Serial No. N° de série TPSGC 1379		
Signature		Title – Titre	Date		
Spec. Item No. Article spécif. No	Wer. No. DET. No	Description of Work, Labour and Material Detail Description des travaux, main-d'oeuvre et matériaux	Hours Heures	Labour Cost Coût de la Main-d'oeuvre	Material Cost Coût du matériel
Remarks - Remarques			Hourly Rate Taux horaire	Total Labour Cost Coût total de la Man-d'oeuvre	\$0.00
			Total Material Cost <b>Coût total du matériel</b>		\$0.00
			Fee – Commission 10% of material du matériel		\$0.00
			Sub-Total Sous-total		\$0.00
Contractor - Entrepreneur Contract will be completed as scheduled Le contrat sera achevé dans les délais impartis  Or specify date: Sinon, préciser la date:		Signature		H.S.T. – TPS	\$0.00
		Title-Titre SMI Project Manager Charles Payne		Date	<b>TOTAL</b>
Customer – Described work technically approved for price negotiated Client – Description des travaux approuvés en principe au prix négocié		Signature		Date	
PWGSC – Authority to proceed with work TPSGC – Autorisation d'effectuer les travaux		Signature		Date	
PWGSC – 1379 Serial No. No de série TPSGC 1379		Excel form based on ELF PWGSC-TPSGC 1379 (10/2011)		WER No. DET no	



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## ANNEX I - WARRANTY PROCEDURES

### 1. Scope

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

### 2. Reporting Failures With Warranty Potential

- i. 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.
- ii. 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. The Technical Authority in conjunction with the Inspection Authority will assume this role.

### 3. Procedures

- i. Immediately it becomes known to the Ship's Staff or the on site representative that an equipment/system is performing below accepted standards or has become defective, the procedures for the investigation and reporting are as follows:
  - a. The vessel advises the Technical Authority (TA) when a defect, which is considered to be directly associated the refit work, has occurred.
  - b. On reception of the advice, the TA will review the Specification and the Acceptance Document and will consult with the Inspection Authority (IA) and the Contracting Authority (CA) as required to confirm if the reported defect is subject to warranty or not. Following the verification of a valid/invalid warranty claim, the TA in consultation with the Ship's Staff or the on site representative will complete the Tombstone Data and Section 1 of the Warranty Claim Form (Refit) Appendix 1 of Annex I . In case of an invalid claim, the TA will complete the appropriate portion of the Section 5 of the claim and will return the claim to the on site representative with a copy to the CA. If

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the claim is deemed valid, the TA will forward the original to the Contractor for review and investigation with a copy to the CA.

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

- ii. On reception of the warranty claim, the Contractor must review the claim, investigate and determine their position:
  - a. Assuming the Contractor accepts full responsibility for repair, the Contractor completes the appropriate portion of the Section 2 providing details on actions to be taken with date and location and return it to the TA with copy to the CA,
  - b. In the event that the Contractor disputes the claim and disclaims its responsibility or agrees to share the responsibility, the contractor is to complete the appropriate portion of the Section 2, providing reasons supporting its position and return the claim to the CA with copy to the TA.
- iii. When a warranty defect claim is disputed by the Contractor, the CA will collect all the available information, will consult with the TA and IA as required and the Contractor and will come to a decision as of how the claim shall be handled. The CA will then complete the Section 3 of the claim and will provide reasons supporting the decision. If the Contractor still dispute the CA's decision then the contract clause " Dispute Resolution" must be followed.

Depending on the severity of the claim, the CA may recommend that the TA correct the defect using in-house resources or by contracting the work out. In both cases, all associated costs for the repairs are to be recorded as a possible credit against the contract by PWGSC action. Material costs and man-hours expended in correcting the defect will be recorded and entered in Section 4 of the Warranty Claim Form. On completion of the repair work, the TA will forward the Warranty Claim Form to the CA. During that whole process the TA will ensure that defective parts are to be retained pending settlement of claim.

- iv. Defective equipment associated with potential warranty should not normally be dismantled until the Contractor's representative has had the opportunity to observe the defect.
- v. Upon acceptance of the warranty claim and related corrective actions by the Contractor, Canada or both, the TA will ensure that the work is accepted and the warranty claim is closed out. By acting in this manner, the TA will ensure that the appropriate portion of

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the Section 5 of the Warranty Claim is completed and signed by the required authorities and representatives and will be forwarded to IA, CA and Contractor.

#### 4. **Liability**

- i. Agreement between the Contracting Authority, Inspection Authority, Technical Authority and the Contractor will result in one of the following conditions:
  - a. The Contractor accepts full responsibility for costs to repair or overhaul under the warranty provisions of the contract;
  - b. The Technical Authority accepts full responsibility for repair and overhaul of item concerned; or
  - c. 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.
- ii. In the event of a dispute as in paragraph 3, iii., the Contracting Authority will take necessary action with the Contractor while the Technical Authority will inform its Senior Management and will take appropriate action to ensure that all cost associated to the repair with any pertinent data are recorded.
- iii. 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 remedy the defect, in man-hours and material, will be discussed between the Contracting, Inspection and Technical Authorities to determine the best course of action.

#### 5. **Alongside Period For Warranty Repairs and Checks**

- i. If at all possible, an alongside period for the vessel is to be arranged just before the expiration of the warranty period. This alongside period is to provide time for warranty repair and check by the Contractor.
- ii. Before expiration of the warranty and when applicable, the underwater paint system should be surveyed by divers. The Technical Authority is to arrange the inspection and inform the Contracting Authority. The Contracting Authority will inform the Contractor whom will be allowed to attend the survey.



**WARRANTY CLAIM FORM (Refit)**  
**FORMULAIRE DE RÉCLAMATION DE GARANTIE (Radoub)**

Vessel Name - Nom du navire	File No. - No. du dossier	Contract No. - No. du contrat
Customer Department - Ministère client		Warranty Claim Serial No. No. de série de réclamation de garantie

Defect's Impact on Vessel's Operations Conséquence du défaut sur les opérations du navire			The Defect Must Be Corrected; Le défaut doit être corrigé;		
Vessel out of service Navire hors d'usage	Vessel Limited Operation Opération réduite du navire	No immediate consequence Sans conséquence immédiate	Immediately Immédiatement	When directed by Canada Tel qu'avisé par le Canada	To be agreed between Canada and Contractor À être entendue entre le Canada et l'entrepreneur

**1. Description of the Defect - Description du défaut**

**Note:** This section must be filled by Technical Authority (TA) in consort with the Ship's Staff (on site responsible) . On a determination of a valid claim, the TA will forward the claim to the Contractor and CC the Contracting Authority (CA). - Cette section doit être complétée par l'Autorité Technique conjointement avec l'équipage (responsable sur place). Si la réclamation est jugée valable l'AT transmettra la réclamation à l'entrepreneur avec copie à l'Autorité Contractante (AC).

Reference to Contract Article and/or Specification No. Référence à l'article du contrat et/ou devis no.	
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<b>Description</b>	

Prepared by the on site responsible Préparé par le responsable sur place	Date	Approved by Technical Authority Approuvé par l'Autorité Technique	Date
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## 2. Contractor's Investigation and Position - Examen et position de l'entrepreneur

**Note:** The Contractor must investigate the claim, determine its position, complete this section 2 and return the claim to the TA and cc the CA. -  
L'entrepreneur doit faire l'examen de la réclamation, déterminer sa position, compléter la présente section 2 et retourner la réclamation l'AT avec copie à l'AC.

Contractor recognizes its total responsibility and will proceed with corrective action(s)  
L'entrepreneur reconnaît son entière responsabilité et corrigera le défaut

Provide details on action(s) to take place with date and location.  
Fournir les détails de(s) action(s) qui seront prise ainsi que la date et le lieu.

Contractor recognizes a partial responsibility.  
L'Entrepreneur reconnaît une responsabilité partielle.

Provide details supporting the above position with proposed sharing.  
Fournir les détails justifiant la position ci-dessus ainsi que le partage proposé.

Contractor disclaims any responsibility.  
L'entrepreneur refuse toute responsabilité.

Provide details supporting the above position.  
Fournir les détails justifiant la position ci-dessus

Contractor's representative  
Représentant de l'entrepreneur

Date

**3. PWGSC - CA's decision in case of Contractor partial responsibility or disclaim of responsibility - Décision de l'AC de TPSGC en cas de reponsabilité partagée ou de refus de responsabilité de la part de l'entrepreneur.**

Reasons supporting PWGSC- CA 's decision.  
Raisons justifiant la décision de l'AC de TPSGC

**4. Costs record if requested by PWGSC-CA - Annotation des coûts si requis par l'AC de TPSGC**

When requested by the PWGSC-CA the customer department must record in this section the costs associated to the repair of the defect.  
Lorsque demandé par l'AC de TPSGC le ministère client doit annoter dans cette section les coûts associés à la réparation du défaut.

Confirmed by the Technical Authority  
Confiriné par l'Autorité Technique

Date

**5. Work Acceptance and Warranty Claim Closing - Acceptation des travaux et fermeture de la réclamation de garantie**

**Valid claim corrected by the Contractor and work accepted by Canada - Réclamation valable corrigée par l'entrepreneur et travaux acceptés par le Canada**

Remarks  
Remarques

Contractor's representative - Représentant de l'entrepreneur  
Date

Inspection Authority - Autorité d'inspection  
Date

**Valid claim corrected by the Contractor and Canada and work accepted by Canada - Réclamation valable corrigée par l'entrepreneur et le Canada et travaux acceptés par le Canada**

Remarks  
Remarques

Contractor's representative - Représentant de l'entrepreneur  
Date

Inspection Authority - Autorité d'inspection  
Date

Technical Authority- Autorité technique  
Date

Contracting Authority - Autorité contractante  
Date

**Valid claim corrected by Canada and work accepted by Canada - Réclamation valable corrigée par le Canada et travaux acceptés par le Canada**

Remarks  
Remarques

Inspection Authority - Autorité d'inspection  
Date

Technical Authority- Autorité technique  
Date

Contracting Authority - Autorité contractante  
Date

**Invalid claim - Réclamation non fondée**

Remarks  
Remarques

Technical Authority- Autorité technique  
Date

Contracting Authority - Autorité contractante  
Date

Solicitation No. - N° de l'invitation

F7049-140006/A

Amd. No. - N° de la modif.

File No. - N° du dossier

010mdF7049-140006

Buyer ID - Id de l'acheteur

010md

CCC No./N° CCC - FMS No./N° VME

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

F7049-140006

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## ANNEX J - LIST OF PROPOSED SUBCONTRACTORS

SUBCONTRACTOR NAME	WORK SUBCONTRACTED	SITE OF WORK

## ANNEX K - FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - BID 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 such request by Canada will also render the bid non-responsive or will constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [HRSDC-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 HRSDC-Labour.

**OR**

- A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to HRSDC-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 HRSDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

**OR**

Solicitation No. - N° de l'invitation

F7049-140006/A

Amd. No. - N° de la modif.

File No. - N° du dossier

010mdF7049-140006

Buyer ID - Id de l'acheteur

010md

CCC No./N° CCC - FMS No./N° VME

F7049-140006

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- ( ) 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 M - DELIVERABLES AND CERTIFICATIONS

### M1 Mandatory Proposal Deliverables Check List

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

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

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

Item	Description	Completed and Attached
1	Request for Proposal document part 1 page 1 completed and signed	
2	Applicable Laws article 2.5	
3	List of Proposed Subcontractors article 3.2.1	
4	Bidders Contact Information article 3.2.2	
5	Annex D Financial Bid Presentation Sheet article 3.3	
6	Appendix 1 to Annex D Pricing Data Sheet article 3.3	
7	Mandatory Technical Criteria article 4.2	
8	Point Rated Criteria article 4.3	
9	Annex L Directors/Owners of the Bidders (code of conduct) article 5.1.1	
10	Annex K Federal Contractors Program for Employment Equity - Bid Certification article 5.1.2	
11	Welding Certification article 5.1.3	
12	Annex B Original Equipment Manufacturer (OEM) Certification Form article 5.1.6	
13	Former Public Servant in Receipt of a Pension article 5.1.7.2	
14	Work Force Adjustment Directive article 5.1.7.3	
15	If applicable, Documentary Evidence of Valid Labour Agreement article 5.1.8	
16	Certificate or Letter Form confirming Bidders Good Standing with the Worker's Compensation Board article 5.1.9	
17	Letter stating that the Bidder can be insured article 6.3	