

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

INVITATION TO TENDER
APPEL D'OFFRES

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

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

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

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

Comments - Commentaires

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

Issuing Office - Bureau de distribution
TPSGC/PWGSC
601-1550, Avenue d'Estimauville
Québec
Québec
G1J 0C7

Title - Sujet Paint Coating - CCGS Cap Aupaluk	
Solicitation No. - N° de l'invitation F3772-14N732/A	Date 2015-03-10
Client Reference No. - N° de référence du client F3772-14N732	GETS Ref. No. - N° de réf. de SEAG PW-\$QCN-006-16367
File No. - N° de dossier QCN-4-37330 (006)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-03-26	
Time Zone Fuseau horaire Heure Avancée de l'Est HAE	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Lamarre, Jacynthe	Buyer Id - Id de l'acheteur qcn006
Telephone No. - N° de téléphone (418) 649-2776 ()	FAX No. - N° de FAX (418) 648-2209
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: NGCC CAP AUPALUK PÊCHES ET OCÉANS CANADA GARDE CÔTIÈRE 101 BOULEVARD CHAMPLAIN QUÉBEC Québec G1K7Y7 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

Solicitation No. - N° de l'invitation

F3772-14N732/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

qcn006

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

F3772-14N732

File No. - N° du dossier

QCN-4-37330

CCC No./N° CCC - FMS No/ N° VME

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

- 1.1 Introduction
- 1.2 Summary

PART 2 - BIDDER INSTRUCTIONS

- 2.1 Standard Instructions, Clauses and Conditions
- 2.2 Submission of Bids
- 2.3 Enquiries - Bid Solicitation
- 2.4 Applicable Laws
- 2.5 Bidders' Conference (*not used*)
- 2.6 Viewing - Vessel (*not used*)
- 2.7 Work Period
- 2.8 Docking Facility
- 2.9 List of Proposed Subcontractors (*not used*)
- 2.10 Quality Control Plan (*not used*)
- 2.11 Inspection and Test Plan (*not used*)
- 2.12 Vessel Refit, Repair or Docking - Cost

PART 3 - BID PREPARATION INSTRUCTIONS

- 3.1 Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

- 4.1 Evaluation Procedures
- 4.2 Basis of Selection
- 4.3 Public Bid Opening

PART 5 - CERTIFICATIONS

- 5.1 Certifications Precedent to Contract Award

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

- 6.1 Security Requirement (*not used*)
- 6.2 Financial Security Requirement (*not used*)
- 6.3 Accommodation (*not used*)
- 6.4 Parking (*not used*)
- 6.5 Material and Supply Support (*not used*)
- 6.6 Workers' Compensation - Letter of Good Standing (*not used*)
- 6.7 Welding Certification (*not used*)
- 6.8 Valid Labour Agreement (*not used*)
- 6.9 Work Schedule and Reports (*not used*)
- 6.10 Fueling and De-fueling Crown Vessels (*not used*)
- 6.11 ISO 9001:2008 - Quality Management Systems (*not used*)
- 6.12 Environmental Protection (*not used*)
- 6.13 Insurance Requirement

PART 7 - RESULTING CONTRACT CLAUSES

- 7.1 Requirement
- 7.2 Standard Clauses and Conditions
- 7.3 Security Requirement
- 7.4 Term of Contract
- 7.5 Authorities
- 7.6 Payment
- 7.7 Invoicing Instructions
- 7.8 Certifications
- 7.9 Applicable Laws
- 7.10 Priority of Documents
- 7.11 Insurance Requirements
- 7.12 Financial Security (*not used*)
- 7.13 Accommodation (*not used*)
- 7.14 Parking (*not used*)
- 7.15 Sub-contract and Sub-contractor List (*not used*)
- 7.16 Work Schedule and Reports
- 7.17 Insulation Materials - Asbestos Free (*not used*)
- 7.18 Loan of Equipment – Marine (*not used*)
- 7.19 Trade Qualifications
- 7.20 Material and Supply Support (*not used*)
- 7.21 ISO 9001:2008 - Quality Management Systems (*not used*)
- 7.22 Quality Control Plan (*not used*)
- 7.23 Welding Certification (*not used*)
- 7.24 Environmental Protection
- 7.25 Fueling and De-fueling a Crown Vessel (*Not used*)
- 7.26 Procedure for Design Change or Additional Work
- 7.27 Equipment/Systems: Inspection/Test (*not used*)
- 7.28 Inspection and Test Plan (*not used*)
- 7.29 Vessel Custody
- 7.30 Vessel Unmanned Refits
- 7.31 Pre-fit Meeting
- 7.32 Meetings
- 7.33 Outstanding Work and Acceptance
- 7.34 Licensing
- 7.35 Hazardous Waste
- 7.36 Government Site Regulations
- 7.37 Scrap and Waste Material
- 7.38 Stability and Weight Management
- 7.39 Vessel - Access by Canada
- 7.40 Title to Property
- 7.41 Defence Contract
- 7.42 Limitation of Contractor's Liability for Damages to Canada

List of Annexes:

- | | |
|-----------------------|--|
| Annex A | Technical Specification |
| Annex B | Basis of Payment |
| Annex C | Insurance Requirements |
| Annex D | Inspection/Quality Assurance/Quality Control (<i>not used</i>) |
| Annex E | Warranty |
| Annex F | Vessel Custody |
| Appendix 1 of Annex F | Acceptance Certificate (by shipyard) |
| Appendix 2 of Annex F | Acceptance Certificate (by CCG) |

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Annex G	Security Requirements Check List (<i>not used</i>)
Annex H	Project Management Services (<i>not used</i>)
Annex I	Financial Bid Presentation Sheet
Appendix 1 to Annex I	Price Data Sheet

PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

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

1.2 Summary

- (i) Requirement:
 - a) to rework the paint coating on the Canadian Coast Guard Ship (CCGS) Cap Aupaluk, located at Maurice-Lamontagne Institute in Mont-Joli (Quebec), in accordance with the Technical Specifications described in Annex A.
 - b) to carry out any approved unscheduled work not covered in paragraph a) above.
- (ii) As per the Integrity Provisions under section 01 of *Standard Instructions 2003*, bidders must provide a list of all owners and/or Directors and other associated information as required. Refer to section [4.21](#) of the *Supply Manual* for additional information on the Integrity Provisions.
- (iii) The sourcing strategy relating to this procurement will be limited to suppliers inside 200 Nautical Miles of Maurice-Lamontagne Institute in Mont-Joli (location of the ship), in accordance with the Shipbuilding, Repair, Refit and Modernization Policy.
- (iv) The requirement is subject to the provisions of the Agreement on Internal Trade (AIT) and 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 10 Annex 1001.2b Paragraph 1 a).

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 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

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

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **seven (7) calendar days** before the bid closing date. Enquiries received after that time may not be answered.

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

2.4 Applicable Laws

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

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

2.5 Bidders' Conference

(Not used)

2.6 Viewing - Vessel

(Not used)

2.7 Work Period – Marine - Bid

1. Work must commence and be completed as follows:

Commence: May 20, 2015

Complete: June 17, 2015

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

2.8 Docking Facility

Before award of Contract, the successful Bidder may be required to demonstrate to the satisfaction of Canada that the certified capacity of the dry docking facility to be used for the work is adequate for the anticipated loading as specified in the related dry docking plans and other documents. The successful Bidder will be notified in writing and be allowed a reasonable period of time to provide detailed keel block load distribution sketches and blocking stability considerations, along with the supporting calculations to clearly show the adequacy of the proposed docking arrangement.

At bids closing date, the Bidder must provide current (providing there is no end date on the certificate submitted, then it is to have been issued within the past two years) and valid certification of the capacity and condition of the docking facility to be used for the Work.

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

2.9 List of Proposed Sub-contractors

(Not used)

2.10 Quality Plan - Solicitation

(Not used)

2.11 Inspection and Test Plan

(Not used)

2.12 Vessel Refit, Repair or Docking - Cost

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

1. **Services:** include all costs for ship services such as water, steam, electricity, etc., required for vessel maintenance for the duration of the Contract.
2. **Docking and Undocking includes:**

- (a) all costs resulting from dry docking, wharfage, security, shoring, shifting and/or moving of the vessel within the successful Bidder's facility;
- (b) the cost of services to tie up the vessel alongside and to cast off.

Unless specified otherwise, the vessel will be delivered by Canada to the successful Bidder's facility alongside a mutually agreed safe transfer point, afloat and upright, and the successful Bidder will do the same when the Work is completed. The cost of services to tie up the vessel alongside and to cast off is included in the Evaluation Price

- 3. **Field Service Representatives/Supervisory Services:** include all costs for field service representatives/supervisory services including manufacturers' representatives, engineers, etc.
- 4. **Removals:** include all costs for removals necessary to carry out the Work and will be the responsibility of the successful Bidder whether or not they are identified in the specifications, except those removals not apparent when viewing the vessel or examining the drawings. The successful Bidder will also be responsible for safe storage of removed items and reinstalling them on completion of the Work. The successful Bidder will be responsible for renewal of components damaged during removal.
- 5. **Sheltering, Staging, Cranage and Transportation:** include the cost of all sheltering, staging including handrails, cranage and transportation to carry out the Work as specified.

The successful Bidder will be responsible for the cost of any necessary modification of these facilities to meet applicable safety regulations.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

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

Prices must appear in the financial bid only (Annex I) and Appendix 1 to Annex I. No prices must be indicated in any other section of the bid.

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

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

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

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

Section I: Management Bid

The Management Bid should be concise and should include all the certifications and other requirements as noted in Parts 4 and 6.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet Annex I and the detailed Pricing Data Sheet, Appendix 1 to Annex I. The total amount of applicable taxes is to be shown separately, if applicable.

Section III: Certification Requirements

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical, management and financial evaluation criteria specified below.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Financial Bid

Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet Annex "I" and the detailed Pricing Data Sheet, Appendix 1 to Annex "I". The total amount of Goods and Services Tax or Harmonized Sales Tax is to be shown separately, if applicable.

4.1.1.1 Unscheduled Work and Evaluation Price

In any vessel refit, repair or docking contract, unscheduled work will arise after the vessel and its equipment is opened up and surveyed. The anticipated cost of the Work will be included in the evaluation of bids. The overall total cost will be calculated by including an estimated amount of additional person-hours (and/or material) multiplied by a firm hourly charge-out labour rate and is added to the firm price for the Work.

The overall total referred to as the "Evaluation Price" will be used for evaluating the bids. The estimated work will be based on historical experience and there is no minimum or maximum amount of unscheduled work nor is there a guarantee of such work.

4.1.2 Mandatory Requirements

Bids will be assessed in accordance with the entire requirement of the bid solicitation including compliance with the mandatory certifications and table of deliverable requirements as detailed in Parts 2, 4, 5 and 6. Only those bids which are found to meet all the mandatory requirements within the specified time frames will be deemed responsive.

4.1.2.1 Table of Mandatory Requirements to be met by bid closing

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

	Description	Completed and attached
1	Completed Annex "I" <u>Financial Bid presentation Sheet</u> ;	
2	Completed Appendix 1 to Annex "I" <u>Pricing Data Sheets</u> ;	
3	Current and valid certification of the capacity and condition of the docking facility, as per clause 2.8 of Part 2;	
4	Letter or proof of Insurance as per article 6.13 of Part 6;	

4.1.2.2 Deliverables after Contract award

	Description	Must be supplied after contract award, within
1	Insurance Requirements as per article 7.11, Part 7;	10 calendar days

4.2 Basis of Selection

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

4.3 Public Bid Opening

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

PART 5 - CERTIFICATIONS

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Precedent to Contract Award

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

5.1.1 Integrity Provisions - Associated Information

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

5.1.2 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) available from [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

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

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

- 6.1 **Security Requirement** *(Not used)*
- 6.2 **Financial Requirements** *(Not used)*
- 6.3 **Accommodation** *(Not used)*
- 6.4 **Parking** *(Not used)*
- 6.5 **Material and Supply Support** *(Not used)*
- 6.6 **Workers' Compensation - Letter of Good Standing** *(Not used)*
- 6.7 **Welding Certification** *(Not used)*
- 6.8 **Valid Labour Agreement** *(Not used)*
- 6.9 **Work Schedule and Reports** *(Not used)*
- 6.10 **Fueling and De-fueling Crown Vessels** *(Not used)*
- 6.11 **ISO 9001:2000 - Quality Management Systems** *(Not used)*
- 6.12 **Environmental Protection** *(Not used)*
- 6.13 **Insurances Requirements**

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

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Requirement

The contractor must :

- a) rework the paint coating on the Canadian Coast Guard Ship (CCGS) Cap Aupaluk, in accordance with the Technical Specifications described in Annex A.
- b) carry out any approved unscheduled work not covered in paragraph a) above.

7.2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual)(<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, (2014-09-25), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract. (except for paragraph 26 "*Liability*" which is deleted in its entirety and replace by the item 7.42 below).

Paragraph 22 "Warranty" of 2030, General Conditions – Higher Complexity – Goods, is amended in the Annex " E " - Warranty.

7.2.2 Supplemental General Conditions

Vessel Out of Commission:

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

7.3 Security Requirement

There is no security requirement associated with this Statement of Work

7.4 Term of Contract

7.4.1 Work Period – Marine – Contract

1. Work must commence and be completed as follows:

Commence: May 20, 2015

Complete: June 17, 2015

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

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Jacynthe Lamarre
Supply Specialist
Public Works and Government Services Canada
Eastern Quebec Directorate

Telephone: 418-649-2776
Facsimile: 418-648-2209
E-mail address: jacynthe.lamarre@tpsgc-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.

7.5.2 Technical Authority

The Technical Authority for the Contract is:

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

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

7.5.3 Inspection Authority/Inspector

The Inspection Authority for the Contract is:

Same as paragraph 7.5.2 above.

The Inspection Authority is the representative of the department or agency for whom the Work is being performed under the Contract and is responsible for 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 Payment

7.6.1 Basis of Payment - Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm price indicated in Annex B. Goods and Services Tax or Harmonized Sales Tax is extra, if applicable. Payment for unscheduled work will be done in accordance with Basis of Payment outlined at Annex B.

7.6.3 Method of Payment

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

7.7 Invoicing Instructions

7.7.1 Invoicing Instructions - Progress Payment Claim

The Contractor must submit invoices that contain the information required by the Général Conditions 2030(2014-06-26) Part 13.

7.7.2 Invoicing

Invoice to be made to the name of:

DFOinvoicing-MPOfacturation@dfo-mpo.gc.ca

Write the name of the contact person:
Michelle Turcotte - Tel. 418 648-5930

7.8 Certifications

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

7.9 Applicable Laws

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

7.10 Priority of Documents

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

- a) the Articles of Agreement;
- b) the Supplemental General Conditions 1029, (2010-08-16), Ship Repairs;
- c) the General Conditions 2030, (2014-09-25), General Conditions - Higher Complexity - Goods
- d) Annex A, Requirement;
- e) Annex B, Basis of Payment;
- f) Annex C, Insurance Requirements;
- g) Annex E, Warranty;
- h) Annex F, Vessel Custody
- i) the Contractor's bid dated _____

7.11 Insurance Requirements

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

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

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

7.12 Financial Security

(Not used)

7.13 Accommodation

(Not used)

7.14 Parking

(Not used)

7.15 Sub-contracts and Sub-contractor List

(Not used)

7.16 Work Schedule and Reports

(Not used)

7.17 Insulation Materials - Asbestos Free

(Not used)

7.18 Loan of Equipment - Marine

(Not used)

7.19 Trade Qualifications

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

7.20 Material and Supply Support

(Not used)

7.21 ISO 9001:2000 - Quality Management Systems

(Not used)

7.22 Quality Control Plan

(Not used)

7.23 Welding Certification

(Not used)

7.24 Environmental Protection

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

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

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

The Contractor must have environmental emergency response plans and/or procedures in place. Contractor and subcontractor employees must have received the appropriate training in emergency preparedness and response. Contractor personnel engaging in activities which may cause environmental

impacts or potential non compliance situations, must be competent to do so, on the basis of appropriate education, training, or experience.

7.25 Fueling and De-fueling a Crown Vessel

(Not used)

7.26 Procedure for Design Change or Additional Work

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

7.26.1 Price Breakdown:

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

7.26.2 Pro-rated Prices:

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

7.27 Equipment/Systems: Inspection/Test

(Not used)

7.28 Inspection and Test Plan

(Not used)

7.29 Vessel Custody

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

7.30 Vessel Unmanned Refits

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

7.31 Pre-Refit Meeting

A Pre-Refit meeting will be convened and chaired by the Contracting Authority at the Contractor's facility two (2) working days before the commencement of the work period.

7.32 Meetings

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

7.33 Outstanding Work and Acceptance

The Inspection Authority, in conjunction with the Contractor, will prepare a list of outstanding work items towards the end of the vessel Work Period. This list will form the annexes to the formal acceptance document for the vessel. A Contract Completion Meeting will be convened by the Inspector on the work completion date to review and sign off the Acceptance Document. In addition to any amount held under the Warranty Holdback Clause (see section 7.3 above), a holdback of twice the estimated value of outstanding work will be held until completion of said work.

The PWGSC-TPSGC 1205 Acceptance Document is to be completed and distribution is to be made by the Public Works and Government Services Canada Inspection Authority as follows:

- (a) original to the PWGSC Contracting Authority
- (b) one copy to the Technical Authority
- (c) one copy to contractor

7.34 Licensing

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

7.35 Hazardous Waste - Vessels

1. The Contractor acknowledges that sufficient information has been provided by Canada with respect to the location and estimated amount of hazardous materials such as asbestos, lead, PCBs, silica or other hazardous materials or toxic substances.
2. The price includes all costs associated with the removal, handling, storage, disposal and/or working in the vicinity of hazardous materials such as asbestos, lead, PCBs, silica and other hazardous materials or toxic substances on board the vessel, including those costs resulting from the need to comply with applicable laws and regulations in relation to the removal, handling, disposal or storage of hazardous materials or toxic substances.

-
3. The completion date for the Work takes into account the fact that the removal, handling, storage, disposal and/or working in the vicinity of hazardous materials such as asbestos, lead, PCBs, silica and other hazardous materials or toxic substances may be affected by the need to comply with applicable laws or regulations and that this will not be considered to be an excusable delay.

7.36 Government Site Regulations

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

7.37 Scrap and Waste Material

SACC Manual Clause A9055D (2010-08-16), Scrap and Waste Material

7.38 Stability and Weight Management

SACC Manual Clause B6100C (2008-05-12), Stability and Weight Management

7.39 Vessel - Access by Canada

SACC Manual Clause A9066C (2008-05-12), Vessel - Access by Canada

7.40 Title to Property - Vessel

SACC Manual Clause A9047C (2008-05-12), Title to Property - Vessel

7.41 Defence Contract

SACC Manual Clause A9006C (2012-07-16) Defence Contract

7.42 Limitation of Contractor's Liability for Damages to Canada

1. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees.
2. Whether the claim is based in contract, tort, or another cause of action, the Contractor's liability for all damages suffered by Canada caused by the Contractor's performance of or failure to perform the Contract is limited to \$10 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 nor include:
 - (a) Any infringement of intellectual property rights;
 - (b) Any breach of warranty obligations;
 - (c) Any liability of Canada to a third party arising from any act or omission of the Contractor in performing the Contract; or
 - (d) Any loss for which the policies of insurance specified in the Contract or any other policies of insurance held by the Contractor would provide insurance coverage.

-
3. Each Party agrees that it is fully liable for any damages that it causes to any third party in connection with the Contract, regardless of whether the third party makes its claim against Canada or the Contractor. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada for that amount.
 4. 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 sub article (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.
 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 2(a), (b), (c) and (d) 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. However, 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 but which liabilities are subject to the limitations as specified in sub-article (1) through (4) above.
 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 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 sub-article 5, above.
 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 (1) through (4), above.
 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.

Solicitation No. - N° de l'invitation
F3772-14N732/A
Client Ref. No. - N° de réf. du client
F3772-14N732

Amd. No. - N° de la modif.
File No. - N° du dossier
QCN-4-37330

Buyer ID - Id de l'acheteur
qcn006
CCC No./N° CCC - FMS No/ N° VME

ANNEX A

See at the end of this document

ANNEX B

BASIS OF PAYMENT FIRM PRICE

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

B1 Contract Firm Price

A)	Known Work For work as stated in Contract Clause 1.2 a), Specified in Annex "A" and detailed in the attached Pricing Data Sheets Appendix 1 of this Annex B, for a FIRM PRICE of:	\$ _____
B)	_____ % applicable Taxes	\$ _____
C)	Total Firm Price :	\$ _____

B2 Unscheduled Work

Payment for Unscheduled Work:

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

Number of hours (to be negotiated) X \$_____, being the Contractor's firm hourly charge-out labour rate which includes overhead and profit, plus net laid-down cost of materials to which will be added a mark-up of ten (10) percent, plus Goods and Services Tax or Harmonized Sales Tax, if applicable, calculated at five (5) percent of the total cost of material and labour. The firm hourly charge-out labour rate and the material mark-up will remain firm for the term of the Contract and any subsequent amendments.

B2.1: Notwithstanding definitions or useage elsewhere in this document, or in the Bidder's Cost Management System, when negotiating *Hours* for unscheduled work, PWGSC will consider only those hours of labour directly involved in the production of the subject work package.
Elements of *Related Labour Costs* identified in B2.2 below, will not be negotiated, but will be included in the firm hourly Charge-out Labour Rate in accordance with paragraph B2.2

B2.2: Allowance for *Related Labour Costs* such as: Management, Direct Supervision, Purchasing and Material Handling, Quality Assurance and Reporting, First Aid, Gas Free Inspecting and Reporting, and Estimating will be included as *Overhead* within the *firm hourly Charge-out Labour Rate* entered in line B2 above.

B2.3: The 10% mark-up rate for materials will also apply to subcontracted costs. The mark-up rate includes any allowance for material and subcontract management not allowed for in the Chargeout Labour Rate. The Contractor will not be entitled to a separate labour component for the purchase and handling of materials or subcontract administration.

B3 Overtime

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

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

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

Premium for Double time: \$ _____ per hour

The above premiums rates shall be calculated as follows:

Premium for time and one half:

$\frac{1}{2}$ (that portion of the firm Hourly Charge-out Labour Rate in B2 that is directly attributable to salary cost plus related certified fringe benefits) times 7.5% (representing profit)

Premium for double time:

$\frac{1}{2}$ (that portion of the Unscheduled Work firm Charge-out Labour Rate in B2 that is directly attributable to salary cost plus related certified fringe benefits) times 7.5% (representing profit)

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

B4 Daily Services Fee

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

The firm daily services fee is:

(a) For a working day: \$ _____

(b) For a non-working day: \$ _____

The above fees shall include but not be limited to, all aspects of the following costs: Administrative Support, Production Services, Quality Assurance, Material Support, Planned Maintenance and Ship Services, and all other resources and direct costs needed to maintain the Vessel at the Contractor's facility, including all items listed in B4. These fees are firm and not subject to any additional charges for mark-up or profit.

B5 Cost of all Services is Included in Contract Price

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

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

Unless specified otherwise, the vessel will be delivered by Canada to the Contractor's facility alongside a mutually agreed safe transfer point, afloat and upright, and the Contractor will do the same when the Work is completed.
3. **Field Service Representatives/Supervisory Services:** include all costs for field service representatives/supervisory services including manufacturers' representatives, engineers, etc.
4. **Removals:** include all costs for removals necessary to carry out the Work and will be the responsibility of the Contractor whether or not they are identified in the specifications, except those removals not apparent when viewing the vessel or examining the drawings. The Contractor will also be responsible for safe storage of removed items and reinstalling them on completion of the Work. The Contractor will be responsible for renewal of components damaged during removal.
5. **Sheltering, Staging, Cranage and Transportation:** include the cost of all sheltering, staging including handrails, cranage and transportation to carry out the Work as specified.

The Contractor will be responsible for the cost of any necessary modification of these facilities to meet applicable safety regulations.

ANNEX C

INSURANCE REQUIREMENTS

C.1 Ship Repairers' Liability Insurance (2014-06-26)

1. The Contractor must obtain Ship Repairer's Liability Insurance and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$10,000,000 per accident or occurrence and in the annual aggregate.
2. The Ship Repairer's Liability insurance must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Fisheries and Oceans Canada – Canadian Coast Guard and Public Works and Government Services Canada for any and all loss of or damage to the vessel, however caused.
 - c. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - d. Contractual Liability: The policy must, on a blanket basis or by specific reference to the contract, extend to assumed liabilities with respect to contractual provisions.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

C.2 Commercial General Liability Insurance (2014-06-26)

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

-
- d) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - e) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - f) Employees and, if applicable, Volunteers must be included as Additional Insured.
 - g) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - h) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - i) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - j) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - k) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

Solicitation No. - N° de l'invitation
F3772-14N732/A
Client Ref. No. - N° de réf. du client
F3772-14N732

Amd. No. - N° de la modif.
File No. - N° du dossier
QCN-4-37330

Buyer ID - Id de l'acheteur
qcn006
CCC No./N° CCC - FMS No/ N° VME

ANNEX D

(Not used)

ANNEX E

WARRANTY

General Conditions 2030 (2014-06-26) - Higher Complexity Goods, are hereby amended by deleting section 2030 22 (2008-05-12), Warranty and replacing it as follows:

E.1 Section 22 Warranty

1. At the discretion of the Minister, the Contractor will replace or make good at its own expense any finished work, excluding Government Issue incorporated therein, which becomes defective or which fails to conform to contract requirements as a result of faulty or inefficient manufacture, material or workmanship.

2. Notwithstanding prior acceptance of the finished work, and without restricting any other term of the Contract or any condition, warranty or provision implied or imposed by law, the Contractor hereby warrants that the following shall be free from all defects and shall conform with the requirements of the contract:

- (a) The painting of the underwater portion of the hull for a period of three hundred and sixty-five (365) days commencing from the date of undocking, except that the Contractor will only be liable to repair and/or replace to a value to be determined as follows:

Original cost to Canada of the underwater painting Work, divided by three hundred and sixty-five (365) days and multiplied by the number of days remaining in the warranty period. The resultant would represent the "Dollar Credit" due to Canada from the Contractor.

- (b) All other painting Work for a period of three hundred and sixty-five (365) days commencing from the date of acceptance of the Work;
- (c) All parts and material provided by the Contractor for a period of three hundred and sixty-five (365) days commencing from the date of acceptance of such parts or material;
- (d) All other items of Work for a period of ninety (90) days commencing from the date of acceptance of the Work, except that:
 - (i) the warranty on the Work related to any system or equipment not immediately placed in continuous use or service shall extend for a period of ninety (90) days from the date of acceptance of the vessel;
 - ii) for all outstanding defects, deviations, and Work items listed on the Acceptance Document at Delivery, the Warranty will be ninety (90) days from the subsequent date of acceptance for each item.

3. If more than one warranty period applies, in accordance with the above, to any Work, then the warranty shall be for the longest period.

4. The Contractor agrees to pass to Canada, and exercise on behalf of Canada, all warranties on the Materials supplied or held by the Contractor which exceed the periods indicated Above.

E.2 Warranty Procedures

E2.1 Scope

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

E2.2 Definition

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

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

E2.3 Warranty Conditions

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

E2.4 Reporting Failures With Warranty Potential

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

directly represented by competent technical authority qualified to agree or disagree with the warrantor's assertions.

E2.5 Procedures

- a. Immediately it becomes known to the Ship's Staff that an equipment/system is performing below accepted standards or has become defective, the procedures for the investigation and reporting are as follows:

- i. The vessel advises the Technical Authority when a defect, which is considered to be directly associated the refit work, has occurred.
- ii. On review of the Specification and the Acceptance Document, the Technical Authority in consort with Ship's Staff is to complete the Tombstone Data and section 1 of the Warranty Claim Form and forward the original to the Contractor for review with a copy to the PWGSC Contracting Authority. If the PWGSC Contracting or Inspection Authority is unable to support warranty action, the Defect Claim Form will be returned to the originator with a brief justification. (It is to be noted that in the latter instance PWGSC will inform the Contractor of its decision and no further action will be required of the Contractor.

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

- iii. Assuming the Contractor accepts full responsibility for repair, the Contractor completes Section 2 and 3 of the Warranty Claim Form, returns it to the Inspection Authority who confirms corrective action has been completed, and who then distributes the form to the Technical Authority and the PWGSC Contracting Authority.
- b. In the event that the Contractor disputes the claim as a warranty defect, or agrees to share, the contractor is to complete Part 2 of the Warranty Claim Form with the appropriate information and forward it to the Contracting Authority who will distribute copies as necessary.
- c. When a warranty defect claim is disputed by the Contractor, the Technical Authority may arrange to correct the defect by in-house resources or by contracting the work out. All associated costs must be tracked and recorded as a possible charge against the contractor by PWGSC action. Material costs and manhours expended in correcting the defect are to be recorded and entered in Section 5 of the warranty defect claim by the Technical Authority who will forward the warranty defect claim to the PWGSC Contracting Authority for action. Defective parts of equipment are to be retained pending settlement of claim.
- d. Defective equipment associated with potential warranty should not normally be dismantled until the contractor's representative has had the opportunity to observe the defect. The necessary work is to be undertaken through normal repair methods and costs must be segregated as a possible charge against a contractor by PWGSC action.

E2.6 Liability

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

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

E2.7 Alongside Period For Warranty Repairs and Checks

- a. If at all possible, an alongside period for the vessel is to be arranged just before the expiration of the 90 day warranty period. This alongside period is to provide time for warranty repair and check by the contractor.
- b. In respect to the underwater paint, should it become defective during the associated warranty period the contractor is only liable to repair to a value determined as follows:

“Original cost to Canada for painting and preservation of the underwater section of the hull, divided by three hundred and sixty-five (365) days and multiplied by the number of days remaining in the three hundred and sixty-five (365) days warranty period. The resultant would represent the ‘Dollar Credit’ due to Canada from the Contractor.”
- c. The Underwater paint system, before expiration of the warranty, should be checked by divers. The Technical Authority, is to arrange the inspection and inform the Contracting Authority of any adverse results.

Solicitation No. - N° de l'invitation
F3772-14N732/A
Client Ref. No. - N° de réf. du client
F3772-14N732

Amd. No. - N° de la modif.
File No. - N° du dossier
QCN-4-37330

Buyer ID - Id de l'acheteur
qcn006
CCC No./N° CCC - FMS No/ N° VME

Appendix 1 of Annexe E



Public Works and Government
Services Canada

Travaux publics et Services
gouvernementaux Canada

Warranty Claim Réclamation De Garantie

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

1. Description of Complaint – Description de plainte

Contact Information – l'information de contact

Name – Nom

Tel. No. - N ° Tél

Signature – Signature

Date

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

Solicitation No. - N° de l'invitation
F3772-14N732/A
Client Ref. No. - N° de réf. du client
F3772-14N732

Amd. No. - N° de la modif.
File No. - N° du dossier
QCN-4-37330

Buyer ID - Id de l'acheteur
qcn006
CCC No./N° CCC - FMS No/ N° VME

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

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

Date of Corrective Action - Date de modalité de reprise

Client Name and Signature - Nom et signature de client

Date

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

Signature – Signature

Date

ANNEX F

VESSEL CUSTODY

F1 Vessel Custody

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

UNMANNED REFIT:

During the majority of the contract period, the CCGS F.G. CREED shall be **unmanned**. As a result, the ship shall be placed in the care and custody of the Contractor as described in the Technical Specification (Winter Storage Specifications). However, access to the vessel shall not be denied to CCG, PWGSC and TCMSB personnel by the Contractor. Every effort will be taken to ensure that vessel access by these personnel shall not interfere or conflict with the Contractor's work.

Cleaning: Contractor to ensure that all spaces, compartments and areas of the ship are "**as clean as found**" when work is completed. The cost of clean-up work shall be included in the quote for each specification item.

CCG / PWGSC Offices: notwithstanding the fact that the vessel will be unmanned, the Contractor shall respect the directives included in the Technical Specification in regard to the protection and the layout of the cabins onboard the vessel.

Parking: Sufficient parking for CCG and PWGSC representatives shall be provided conveniently close to the berthed or docked vessel. The available parking should be sufficient for a maximum of **two (2)** vehicles at any given time.

GENERAL (MANNED):

The services as described in H.D-2 shall be supplied, fitted and/or connected **whenever ship's crew are living aboard the ship**. This is expected to include the time period after arrival at the Contractor's facility and prior to formal handover to the Contractor. The services shall also to be provided after the vessel has been returned to the care and custody of the ship's crew until signing of the acceptance document and departure of the ship from the Contractor's facilities. The Contractor shall be responsible for any additional disconnections and re-connections required

when the ship is moved between dock / slipway and any berth at the Contractor's premises. The Contractor is to quote a global price and daily rates for these services according to his proposed schedule which will determine the planned length of time that the vessel is not under his control.

GENERAL (UNMANNED):

The services as described in H.D-2 shall be supplied, fitted and/or connected upon formal handover to the Contractor, and maintained **throughout the period that the ship is under the Contractor's control**. Contractor to be responsible for any additional disconnections and re-connections required when the ship is moved between dock / slipway and any berth at the Contractor's premises. The Contractor is to quote a global price and daily rates for these services according to his proposed schedule which will determine the planned length of time that the vessel is under his control.

Care and Custody: During the contract period, the ship shall be placed in the custody of the Contractor who shall be responsible for all safety and security matters pertaining to the vessel. As the ship will not be de-stored, the Contractor shall provide whatever security arrangements are required to safeguard CCG and DFO equipment and material that remains onboard during the contract period.

Security Watches: During the contract period, the Contractor shall provide and maintain a continuous, **24 hour-per-day, 7 day-per-week** security watch consisting of at least **one (1)** mobile security patroller. The patroller are to provide mobile safety and security checks throughout the vessel. The patrols shall be adequate to ensure integrity against personal injury, fire and flood in accordance with Part II of the Canada Labour Code, as well as to ensure that the ship remains free from damage and/or theft resulting from unauthorized entry or activity.

Turnover: The turnover of the ship to and from the Contractor shall be carried out on a compartment-by-compartment basis with a Contractor's Representative and the Chief Engineer (or Representative) in attendance.

As part of the initial turnover, the Contractor shall provide the services of a qualified photographer (who is to be identified as a Sub-contractor) to accompany the abovementioned persons and take a minimum of **six (6)** digital colour photographs of each compartment and passageway: **one (1)** each looking forward, aft, port, starboard, up and down. The Contractor shall supply **two (2)** sets of printed copies of the photographs, bound and organized by deck level and compartment name, to the Chief Engineer within **seven (7)** days of the ship's arrival at the Contractor's facilities.

In addition to the photographs, the Contractor is to prepare compartment inspection sheets for each space for signature at the time of turnover. After sign-off, copies of the inspection sheets are to be given to the Chief Engineer and placed on the door of each compartment or in each passageway.

On completion of the photographic survey and compartment inspections, and once the inspection sheets have been posted, the Chief Engineer shall provide the Contractor's Representative with keys as required for access to all areas of the ship's interior spaces. Turnover to the Contractor shall be finalized by completion of an "Assumption of Custody Certificate" to be supplied by CCG.

When custody is returned to CCG, a "Resumption of Custody Certificate" shall be completed after completion of a second compartment inspection survey and return of all keys to the Chief Engineer.

The Contractor shall be responsible for the safe transfer of the ship between it's pre/post-docking berth and it's docking blocks. During docking and undocking of the ship, radio contact is to be maintained between the vessel's Commanding.

Officer and the Contractor's Docking Officer **if the vessel is crewed at these times**. If the ship is unmanned at the docking and undocking, the safe movement of the ship shall be the sole responsibility of the Contractor.

Solicitation No. - N° de l'invitation
F3772-14N732/A
Client Ref. No. - N° de réf. du client
F3772-14N732

Amd. No. - N° de la modif.
File No. - N° du dossier
QCN-4-37330

Buyer ID - Id de l'acheteur
qcn006
CCC No./N° CCC - FMS No/ N° VME

APPENDIX 1 OF ANNEX F

ACCEPTANCE CERTIFICATE
ASSUMPTION OF CUSTODY OF FEDERAL GOVERNMENT SHIPS
BY SHIPYARDS

TURNOVER OF CUSTODY of CCGS _____

Contract Serial Number : _____

I, _____ (Contractor's Representative) on behalf of _____
_____ take over the responsibility for the said Vessel from the Department
of Fisheries and Oceans. This take over of responsibilities is effective at _____, Province
of _____ on the _____ day of _____, 2014, at _____ hours.

(Signature - Contractor's Representative)

(Witness)

I, _____ (Vessel's Master or Chief Engineer) on behalf of the Department of
Fisheries and Oceans, turn over the custody and responsibility for the said Vessel to the
Contractor. This turn-over effective at _____, Province of _____ on the _____
day of _____, 2014, at _____ hours.

(Signature - Vessel's Master)

(Witness)

Solicitation No. - N° de l'invitation
F3772-14N732/A
Client Ref. No. - N° de réf. du client
F3772-14N732

Amd. No. - N° de la modif.
File No. - N° du dossier
QCN-4-37330

Buyer ID - Id de l'acheteur
qcn006
CCC No./N° CCC - FMS No/ N° VME

APPENDIX 2 OF ANNEX F

ACCEPTANCE CERTIFICATE
RESUMPTION OF CUSTODY OF FEDERAL GOVERNMENT SHIPS
BY THE CLIENT DEPARTMENT

RESUMPTION OF CUSTODY of CCGS _____

Contract Serial Number : _____

I, _____ (Contractor's Representative) on behalf of _____
_____ turn-over the responsibility for the said Vessel to the Department of
Fisheries and Oceans. This turn-over effective at _____, Province of _____ on
the _____ day of _____, 2015, at _____ hours.

(Signature - Contractor's Representative)

(Witness)

, _____ (Vessel's Master or Chief Engineer) on behalf of the Department of Fisheries
and Oceans, accept the resumption of custody and responsibility for the said Vessel from the
Contractor. This turn-over effective at,
_____ Province of _____ on the _____ day of _____, 2015, at _____ hours.

(Signature - Vessel's Master)

(Witness)

Solicitation No. - N° de l'invitation
F3772-14N732/A
Client Ref. No. - N° de réf. du client
F3772-14N732

Amd. No. - N° de la modif.
File No. - N° du dossier
QCN-4-37330

Buyer ID - Id de l'acheteur
qcn006
CCC No./N° CCC - FMS No/ N° VME

ANNEX G

SECURITY REQUIREMENTS CHECK LIST

(Not used)

Solicitation No. - N° de l'invitation
F3772-14N732/A
Client Ref. No. - N° de réf. du client
F3772-14N732

Amd. No. - N° de la modif.
File No. - N° du dossier
QCN-4-37330

Buyer ID - Id de l'acheteur
qcn006
CCC No./N° CCC - FMS No/ N° VME

ANNEX H

PROJECT MANAGEMENT SERVICES

(not used)

ANNEX I

FINANCIAL BID PRESENTATION SHEET

I0 Proposed Docking Facility Location: _____

I1 Price for Evaluation

A)	Known Work For work as stated in Clause 1.2 a), specified in Annex "A" and detailed in the attached Pricing Data Sheets Appendix 1 of Annex "I", for a FIRM PRICE of:	\$ _____
B)	Unscheduled Work Contractor <i>Labour Cost</i> : Estimated labour hours at a firm <i>hourly Charge-out Labour Rate</i> , including overhead and profit for evaluation purpose only: 75 person hours X \$ _____ per hour for a PRICE of : <i>See Note I2.1 and I2.2 below.</i>	\$ _____
C)	Daily Service Fees for evaluation purpose only <i>As per Clause I4 below</i> i) Two (2) working days X \$ _____ /firm daily service fee = \$ _____; plus ii) Two (2) non-working days X \$ _____ /firm daily service fee = \$ _____	\$ _____
D)	Vessel Transfer Cost <i>As per paragraph I6 below</i>	\$ _____
F)	EVALUATION PRICE Applicable taxes excluded [A + B + C + D]: TOTAL EVALUATION PRICE of :	\$ _____

I2 Unscheduled Work

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

"Number of hours (to be negotiated) X \$ _____ your firm hourly *Charge-out Labour Rate* which includes *Overhead* and profit, plus net laid-down cost of materials to which shall be added a 10% mark-up, plus Applicable Taxes. The firm hourly *Charge-out Labour Rate* and the material mark-up will remain firm for the duration of the Contract and any subsequent amendments thereto."

- 12.1:** Notwithstanding definitions or useage elsewhere in this document, or in the Bidder's Cost Management System, when negotiating *Hours* for unscheduled work, PWGSC will consider only those hours of labour directly involved in the production of the subject work package.
Elements of Related Labour Costs identified in 12.2 below, will not be negotiated, but will be compensated for in accordance with paragraph 12.2. It is therefore incumbent upon the Bidder to enter values in the above table which will result in fair compensation, regardless of the structure of their Cost Management System.
- 12.2:** Allowance for *Related Labour Costs* such as: Management, Direct Supervision, Purchasing and Material Handling, Quality Assurance and Reporting, First Aid, Gas Free Inspecting and Reporting, and Estimating will be included as *Overhead* for the purposes of determining the *Charge-out Labour Rate* entered in line 12 above.
- 12.3:** The 10% mark-up rate for materials will also apply to subcontracted costs. The mark-up rate includes any allowance for material and subcontract management not allowed for in the Chargeout Labour Rate. The Contractor will not be entitled to a separate labour component for the purchase and handling of materials or subcontract administration.

13 Overtime

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

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

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

Premium For Double time: \$ _____ per hour

Premium for time and one half:

½ (that portion of the firm Hourly Charge-out Labour Rate in 12 that is directly attributable to salary cost plus related certified fringe benefits) times 7.5% (representing profit)

Premium for double time:

(that portion of the Unscheduled Work firm Charge-out Labour Rate in 12 that is directly attributable to salary cost plus related certified fringe benefits) times 7.5% (representing profit)

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

I4 Daily Services Fee

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

The firm daily services fee is:

(a) For a working day: \$ _____

(b) For a non-working day: \$ _____

The above fees shall include but not be limited to, all aspects of the following costs: Administrative Support, Production Services, Quality Assurance, Material Support, Planned Maintenance and Ship Services, and all other resources and direct costs needed to maintain the Vessel at the Contractor's facility including all items listed in **I5**. These fees are firm and not subject to any additional charges for mark-up or profit.

I5 Cost of all Services is Included in Contract Price

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

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

Unless specified otherwise, the vessel will be delivered by Canada to the successful Bidder's facility alongside a mutually agreed safe transfer point, afloat and upright, and the successful Bidder will do the same when the Work is completed.

3. **Field Service Representatives/Supervisory Services:** include all costs for field service representatives/supervisory services including manufacturers' representatives, engineers, etc.
4. **Removals:** include all costs for removals necessary to carry out the Work and will be the responsibility of the Contractor whether or not they are identified in the specifications, except those removals not apparent when viewing the vessel or examining the drawings. The successful Bidder will also be responsible for safe storage of removed items and reinstalling them on completion of the Work. The successful Bidder will be responsible for renewal of components damaged during removal.

5. **Sheltering, Staging, Cranage and Transportation:** include the cost of all sheltering, staging including handrails, cranage and transportation to carry out the Work as specified.

The successful Bidder will be responsible for the cost of any necessary modification of these facilities to meet applicable safety regulations.

16 Vessel Transfer Costs

1. The Evaluation Price shall include the cost for transferring the vessel from its home port to the shipyard/ship repair facility where the majority of the Work will be undertaken and the cost of returning the vessels to their home port following completion of the Work, in accordance with the following:
 - (a) The bidder shall enter on Line **10**, the location of the shipyard/ship repair facility where it proposes to undertake the Work. The applicable vessels' transfer costs provided under section 3. of this clause shall be entered into table 11.
 - (b) Should the list in section 3. of this clause not provide the shipyard/ship repair location where the bidder intends to undertake the Work, then the bidder must advise the Contracting Authority, in writing, no later than **five calendar days** prior to the bid closing date, of its proposed location for undertaking the Work. The Contracting Authority will acknowledge to the bidder, in writing, no later than **three calendar** days prior to the bid closing date, the location of the shipyard/ship repair and confirm the applicable vessel transfer cost.

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

2. Transfer costs, in this case, are based on using a government delivery crew and include the fuel cost at the vessel's most economical speed of transit and crew transportation costs for the delivery crew based on the location of the vessel's home port and the shipyard/ship repair facility.
3. Round trip transfer costs applicable to the following facilities are:

Company	City	Transfer Cost
Davie Industries Inc.	Lévis, QC	\$0.00
Oceans Industries Inc.	Île-aux-Coudres, Qc	\$2,844.00
Verreault Navigation Inc.	Les Méchins,Qc	\$4,957.00
Méridien Maritime	Matane, Qc	\$1,719.00
Chantier Forillon	Gaspé, Qc	\$10,463.00

Solicitation No. - N° de l'invitation
F3772-14N732/A
Client Ref. No. - N° de réf. du client
F3772-14N732

Amd. No. - N° de la modif.
File No. - N° du dossier
QCN-4-37330

Buyer ID - Id de l'acheteur
qcn006
CCC No./N° CCC - FMS No/ N° VME

Appendix 1 of Annex I

PRICE DATA SHEET

		<u>Firm Price</u>
H.D.-1	Towage, Blocking and Refloating :	_____ \$
H.D.-2	Services :	
	2.2 Shore Power	
	Connect/Disconnect :	_____ \$
	To supply (3 000 KWh) :	_____ \$
	(Price per KWh : _____ \$)	
	2.4 Vessel Cleaning :	_____ \$
H.D.-4	Preparation (including 4.3) :	_____ \$
	(4.3 Heated and vented Shelter : _____ \$)	
H.D.-5	Hull Painting :	_____ \$
H.D.-6	Hull above waterline: (including the supply and apply of new white decals)	_____ \$
	TOTAL :	_____ \$

ANNEX « A »

CCGS CAP AUPALUK

PAINTING SPECIFICATIONS

March 2015

CCGS *CAP AUPALUK*

PAINT REFINISHING

H.D.-1	TOWAGE, BLOCKING AND REFLOATING
H.D.-2	SERVICES
H.D.-3	INSPECTION AND ADDITIONAL WORK
H.D.-4	PREPARATION
H.D.-5	HULL PAINTING
H.D.-6	HULL ABOVE WATERLINE

CCGS CAP AUPALUK

PAINT REFINISHING

“DRAWINGS”

List of plans included in these specifications:

- | | | |
|----|--|--------------|
| 1. | Drawing of the cradle and lifting position | # 691-010 |
| 2. | Federal markings, port and starboard | # 09023-SF |
| 3. | Draft Marks | # 611-030-01 |
| 4. | General arrangement | # 801-010 |

CCGS CAP AUPALUK

ITEM H.D.-1

**TOWAGE, BLOCKING AND
REFLOATING**

REMARKS

- 1.1 Reference: Drawing of the cradle and lifting position, #691-010.
Note that the support shown on the drawing is not supplied by the Canadian Coast Guard (CCG).

1.2 **VESSEL PARTICULARS**

Overall length	48.27'
Length between perpendiculars	47'-11 7/8"
Breadth	14'-0"
Load displacement	38,398 LBS
Draft with mast lowered	20'-7.9"
Total draft	31'-0.25"

- 1.3 The Contractor is responsible for mooring the vessel at a wharf adjacent to dry dock, by using a crane or certified hoisting equipment, as well as for installation and removal of a gangway supplied by the Contractor. The Contractor is also responsible for moving the vessel from the wharf adjacent to dry dock and for returning the vessel to the same wharf following completion of the work in dry dock.
- 1.4 The Contractor shall provide the labour, materials and equipment needed for blocking, towage, moving and launch, and throughout dry dock period, in order to accomplish the work described below.
- 1.5 Do not place transducers of acoustic sensors on the blocks between frames 7 and 8 and frames 9 and 10. Also, do not place sea suction on the blocks between frames 4 and 5 and frames 9 and 10.

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ITEM H.D.-1

**TOWAGE, BLOCKING AND
REFLOATING**

REMARKS

- 1.6 As the selected Contractor will be in possession of the docking plan,
Contractor will move any misplaced blocks at its own expense.

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ITEM H.D.-2	SERVICES	REMARKS
2.1	The following services shall be provided to the ship throughout entire docking period, for which a global price shall be submitted.	
2.2	Supply material and labour to connect and disconnect one (1) electrical cable to a power supply with alternating current of 110 volts, 60-amp capacity. This installation is to be throughout duration of works in contractor's facilities.	
2.3	The selected Contractor shall make the necessary provisions to ensure that the work described in these specifications is completed on or before June 17, 2015.	
2.4	Upon completion of the work, the Contractor shall ensure that the vessel is delivered to the F&O/CCG representative in a clean and dust-free condition both inside and outside.	

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ITEM H.D.-3	INSPECTION AND ADDITIONAL WORK	REMARKS
--------------------	---	----------------

- | | | |
|-----|--|--|
| 3.1 | The work will be inspected and must be to the complete satisfaction of the Canadian Coast Guard Technical Services (CCG TS) representative. | |
| 3.2 | The CCG representative must be notified when each item in these specifications has been completed so that he can inspect the work before the final steps for each item are carried out. | |
| 3.3 | Failure to notify the CCG representative does not absolve the Contractor of the responsibility to provide the representative with the opportunity to inspect any completed item. | |
| 3.4 | The inspection of any item by the F&O/CCG representative is not a substitute for any required inspection by the Marine Safety Board (MSB). | |
| 3.5 | All additional work not described in these specifications shall be negotiated on form PWGSC 1379. A description of the work to be performed shall be prepared by the Coast Guard representative. Negotiations shall then be undertaken to obtain a reasonable firm price to be approved by the Public Works and Government Services Canada (PWGSC) Contracting Authority prior to the start of work. | |

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ITEM H.D.-3

**INSPECTION AND ADDITIONAL
WORK**

REMARKS

- 3.6 The Contractor shall supply and apply International paint or an equivalent AMERCOAT painting system using the appropriate equipment and in accordance with the selected paint's manufacturer recommendations. The Contractor shall choose only one Paint Manufacturer for all of the work.

INTERGARD 264, equivalent AMERCOAT 235

INTERTHANE 990, equivalent AMERCOAT 450H

INTERLUX TRI-LUX II, equivalent AMERCOAT ABC#4

- 3.7 The Contractor shall comply with the *Canada Labour Code* and the ISM (International Safety Management) code that applies to all vessels.
- 3.8 The work must be to the satisfaction of the Canadian Coast Guard representatives. Plan for an inspection at every stage of the process. The Contractor shall give the Coast Guard representatives sufficient notice to give them enough time to arrive on site.

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ITEM H.D.-4

PREPARATION

REMARKS

-
- 4.1 Remove the port and starboard sea chest grids. (Frames 4 and 5) and port (Frames 9 and 10). Clean the caissons and apply the hull painting system.
- 4.2 Reinstall everything with new 316 stainless steel bolts.
- 4.3 The Contractor shall supply and install a temporary shelter covering all parts of the vessel that require painting. It must be heated during painting to fall within the temperature and humidity levels recommended by the paint manufacturer.

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ITEM H.D.-5

HULL PAINTING

REMARKS

Reference drawing #: 09023-SF, sheet 1 and 2.

- 5.1 The hull from the keel to the waterline, including the port and starboard rudders and tail shaft supports, are included in the work.
- 5.2 Install protective coverings to protect the hull valves, propellers, transducers of acoustic sensors, rudder and tail shaft bearings, and any spot deemed necessary by the Coast Guard representative to prevent any seepage during sanding and painting operations. Take the necessary measures to prevent hull painting operations from damaging surfaces that are not to be worked on.
- 5.3 With fresh water, rinse all areas to be worked on in order to remove any traces of salt. Dry the surfaces.
- 5.4 All precautions will have to be taken in order to minimize aluminum oxidation after cleaning by applying the paint in accordance with application standards. The area that can be prepared within the time period shall therefore be defined so that personnel can work without stopping.
- 5.5 Special attention shall be paid during paint application so that the minimum dry thicknesses are obtained over all surfaces. Prevent runs and sags when applying the paint.
- 5.6 Allow for manufacturer's recommended drying time before refloating the vessel.

CCGS CAP AUPALUK

ITEM H.D.-5

HULL PAINTING

REMARKS

5.7 100% of the surfaces affected by the work shall be treated by dry sandblasting, in accordance with the SA 2½ standard, to completely remove any coatings present and to create a slight adhesion profile.

5.8 **Supply and apply a first coat** of red oxide INTERGARD 264 or equivalent, *FPL 274/321*, 5 mils thickness dry, on all surfaces, to seal the aluminum.

Supply and apply a second coat of black INTERGARD 264 or equivalent, *FPY 999/321*, 5 mils thickness dry, on all surfaces.

Supply and apply a third and fourth coat of black INTERLUX TRI-LUX II antifouling paint or equivalent (specially designed for aluminum vessels), 2 mils thickness dry per coat, on all surfaces.

*It is very important for the INTERGARD 264 or equivalent to still be sticky when the first coat of TRI-LUX II or equivalent is applied.

(*) **NOTE:** The application and drying time of the selected paint must be in accordance with the manufacturer's specifications.

(**) **NOTE:** Before painting and sandblasting, cover the fairleads, deck equipment, accommodation openings and windows with polyethylene.

(***) **NOTE:** At the Contractor's expense, the vessel shall be moved onto blocks so that the entire hull can be painted.

CCGS CAP AUPALUK

ITEM H.D.-6	HULL ABOVE WATERLINE	REMARKS
6.1	The hull from the waterline to the main deck, as well as the back and sides of the aft storage compartment, are included in the work.	
6.2	Install protective coverings to protect the fascia beams, lifelines and surfaces not requiring painting. Remove the protective coverings upon completion of the work. Take the necessary measures to prevent hull painting operations from damaging surfaces that are not to be worked on.	
6.3	Before painting and sandblasting, cover the fairleads, deck equipment, accommodation openings and windows with polyethylene.	
6.4	With fresh water, rinse all areas to be worked on in order to remove any traces of salt. Dry the surfaces.	
6.5	On both sides of the vessels, remove decals and finely sand the following markings into the surfaces: - Midship: Coast Guard / Garde côtière - Fore: Vessel name - Aft: Canadian flags, Fisheries and Oceans Canada / Pêches et Océans Canada - On transoms: Vessel name and home port <u>Supply and apply new white decals after painting is completed.</u>	
6.6	All precautions must be taken to minimize aluminum oxidation after cleaning by applying International paint or equivalent in accordance with standards of application. The area that can be prepared within the	

CCGS CAP AUPALUK

ITEM H.D.-6	HULL ABOVE WATERLINE	REMARKS
-------------	----------------------	---------

time period shall therefore be defined so that personnel can work without stopping.

- 6.7 Mechanical tools will be used to sandblast 2% of the damaged surfaces to bare metal to obtain a surface that meets the manufacturer's recommendations to promote adhesion of the paint. A gradual feathering is to be made around each area treated.
- 6.8 98% of affected surfaces shall be finely sanded with mechanical tools (Velcro or sandpaper) to obtain the recommended adhesion profile (SSPC-SP7).
- 6.9 The material that attaches the defence system to the hull must be removed. Surfaces left bare must be sanded. Once the painting is redone, the Contractor shall install another joint and seal it with black Sikaflex.

(Please refer to item H.D.-3.6 of this requirement for equivalent of paint)

- 6.10 **Supply and apply a first coat** of red oxide INTERGARD 264 primer or equivalent, FPL 274/FCA 321, 8 mils thickness dry, on all unpainted (bare) surfaces.
- 6.11 **Supply and apply one coat** of INTERTHANE 990 red Coast Guard RAL 3000 paint or equivalent on the primed areas and **one full coat** of the same paint on all surfaces thereafter, 2 mils dry per coat. Care must be taken to obtain a clear and distinct separation from the waterline. Paint to be demarcated in a straight line at the waterline.

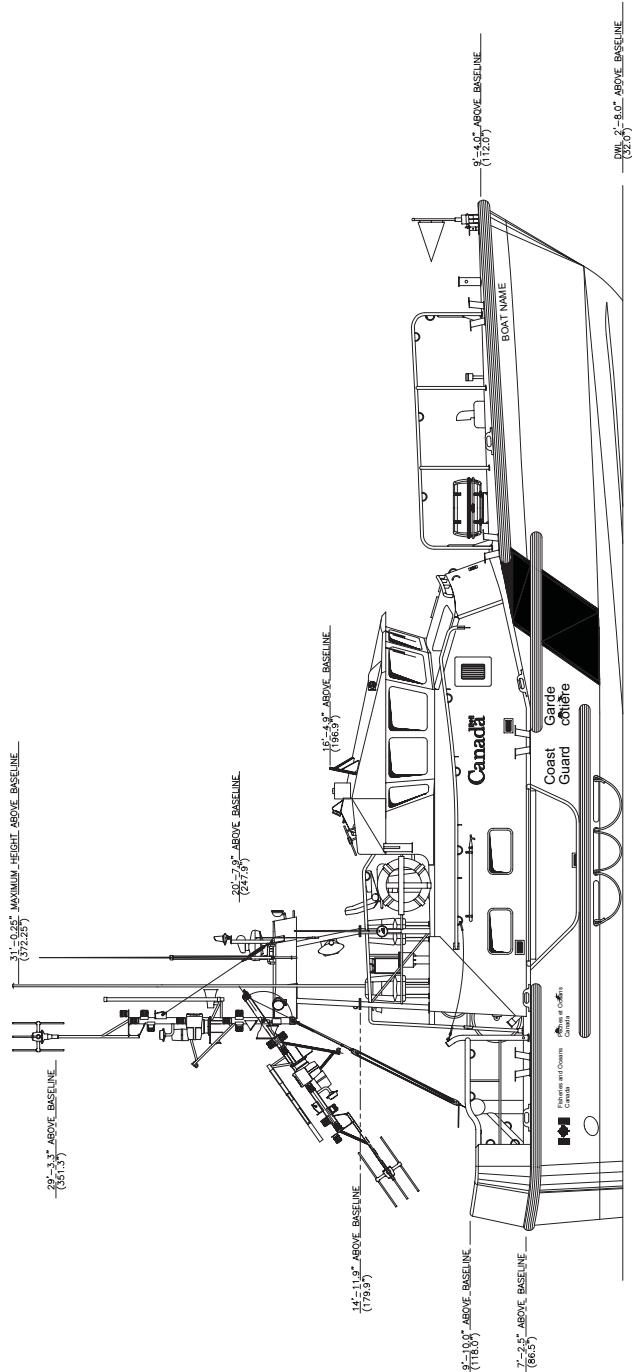
CCGS CAP AUPALUK

ITEM H.D.-6	HULL ABOVE WATERLINE	REMARKS
6.12	<u>Supply and apply two (2) coats</u> of INTERTHANE 990 white RAL 9003 paint or equivalent and black RAL 9004 paint on the diagonal white stripes and the demarking black stripes on both sides of the vessels.	
6.13	<u>Supply and apply two (2) coats</u> of INTERTHANE 990 white RAL 9003 paint or equivalent on all draft marks, two (2) coats fore and two (2) coats aft.	
(*)	NOTE: The application and drying time of the selected paint must be in accordance with the manufacturer's specifications.	

[illegible]

GENERAL CHARACTERISTICS

LENGTH, MOLDED 47'-11 7/8"
LENGTH OVER FENDERS 48'-2 1/2"
LENGTH BETWEEN PERPENDICULARS 44'-11"
BEAM, MOLDED 14'-0"
BEAM, EXTENDED 14'-0"
DRAFT, APPENDED 4'-7 1/2"
HOISTING WEIGHT 38 398 LBS
MAXIMUM SPEED, SEA STATE 0 25 KTS. MINIMUM
MAXIMUM SPEED, SEA STATE 2 20 KTS.
RANGE AT MAXIMUM SPEED, SEA STATE 0 200 NM
PROPULSION MACHINERY TWIN MARINE DIESELS, 450 BHP/EACH
PROPELLERS TWIN, FIXED PITCH, 4-BLADE
ACCOMMODATION: CREW 4
SURVIVORS 5



BASELINE

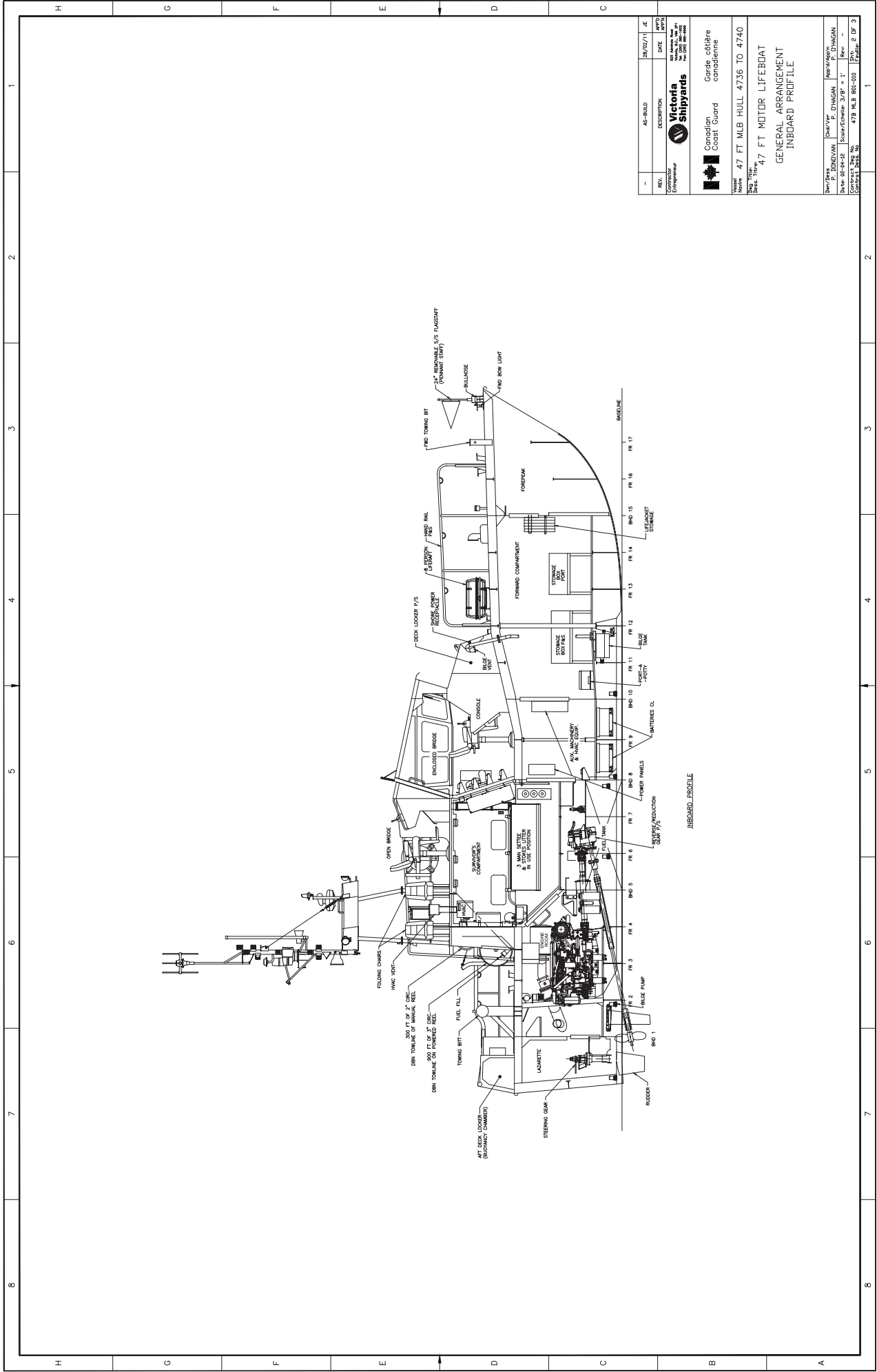
OUTBOARD PROFILE

NO.	AS-BUILD	DATE	APPROVED
1	28/02/71		
2	28/02/71		
3	28/02/71		
4	28/02/71		
5	28/02/71		
6	28/02/71		
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47 FT M/LB HULL 4736 TO 4740

47 FT MOTOR LIFEBOAT
GENERAL ARRANGEMENT
GENERAL CHARACTERISTICS
OUTBOARD PROFILE

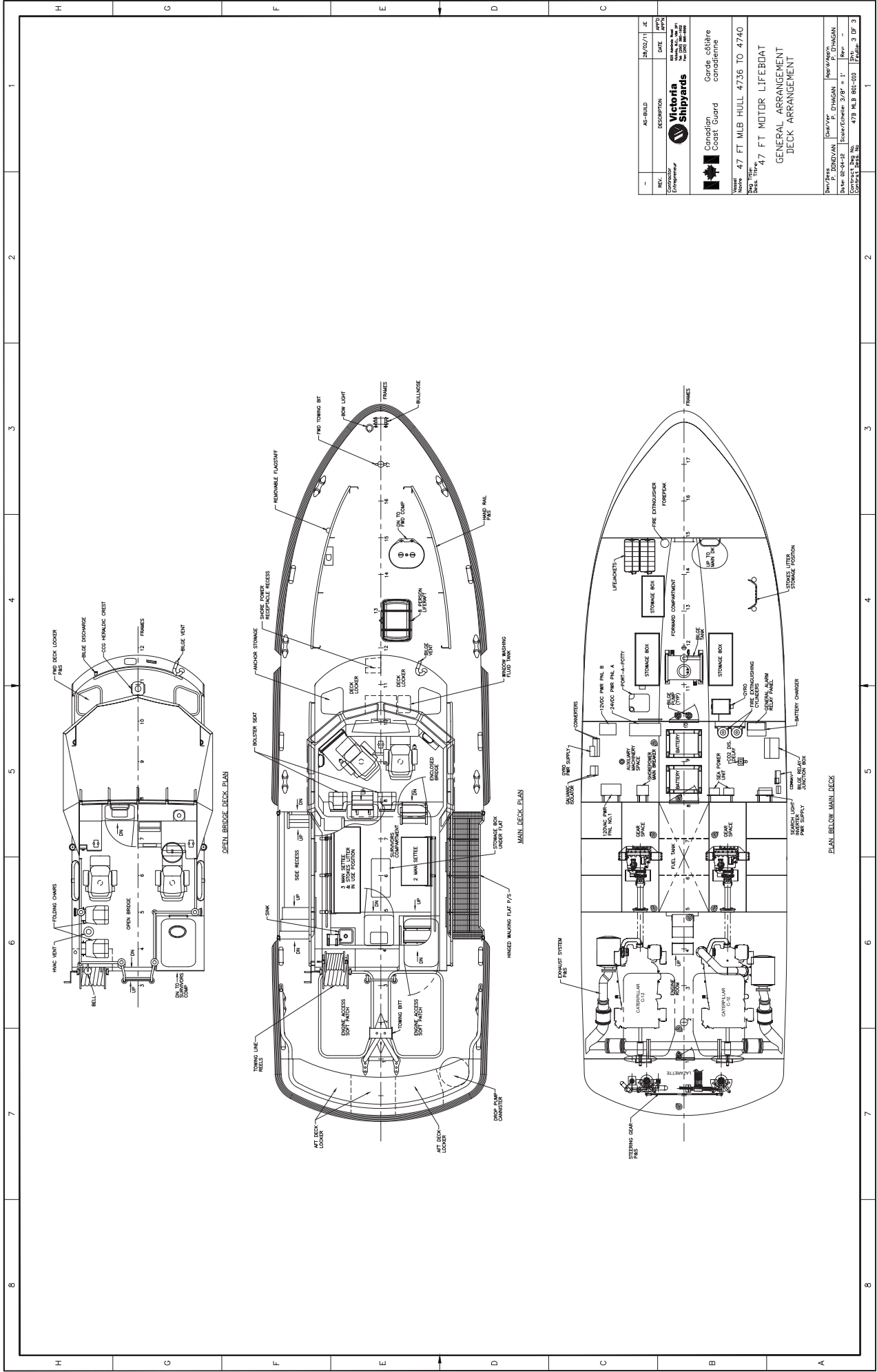
Drawn by: P. TENDON	Checked by: P. TENDON	Approved by: P. TENDON
Date: 02-04-02	Scale/Ensemble: 3/60" = 1"	Rev: -
Contract No.: 473 M/LB 801-100	Sheet No.: 1 OF 3	



NO.	AK-BUILD	DATE	APPROVED
DESCRIPTION	DATE	APPROVED	
Victoria Shipyards			
Contractor			
Client			
Project No.			
Drawn By			
Checked By			
Approved By			
Scale/Ensemble	3/8" = 1'	Rev.	-
Sheet No.	47B M.B. 601-100	Sheet	2 OF 3

Vessel Name	47 FT MLB HULL 4736 TO 4740
Vessel Type	47 FT MOTOR LIFEBOAT
General Arrangement	GENERAL ARRANGEMENT
Inboard Profile	INBOARD PROFILE

Drawn By	Checked By	Approved By
P. D'AMICO	P. D'AMICO	P. D'AMICO
Date	Scale/Ensemble	Rev.
02-04-12	3/8" = 1'	-
Contract No.	47B M.B. 601-100	Sheet
2 OF 3		



NO.	AS-BUILD	28/02/71	4
DESCRIPTION	Victoria Shipyards		
Contractor	Canadian Coast Guard	Garde côtière canadienne	
Drawn by	P. D'AMICO	Revised by	P. D'AMICO
Check by	P. D'AMICO	Scale/Échelle	3/8" = 1'
Date	08-04-82	Sheet No.	3 OF 3
Project No.	473 M.B. 801-100	Revision	