

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions**  
**Travaux publics et Services gouvernementaux**  
**Canada**  
**Cabot Place, Phase II**  
**Box 4600**  
**St. John's, NF**  
**A1C 5T2**  
**Bid Fax: (709) 772-4603**

**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**  
PWGSC / TPSGC - Nfld. Region  
Cabot Place, Phase II, 6th Floor  
Box 4600  
St. John's, NF  
A1C 5T2

<b>Title - Sujet</b> CCGS W.G. George Docking Refit	
<b>Solicitation No. - N° de l'invitation</b> F6855-143967/A	<b>Date</b> 2015-04-14
<b>Client Reference No. - N° de référence du client</b> F6855-143967	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$OLZ-008-6322
<b>File No. - N° de dossier</b> OLZ-4-37241 (008)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2015-05-12</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Newfoundland Daylight Saving Time NDT	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> rice, art j.	<b>Buyer Id - Id de l'acheteur</b> olz008
<b>Telephone No. - N° de téléphone</b> (709) 772-4392 ( )	<b>FAX No. - N° de FAX</b> (709) 772-4603
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF FISHERIES AND OCEANS C/O SUPPLY DEPOT SOUTHSIDE RD PO BOX 5667 ST JOHNS Newfoundland and Labrador A1C5X1 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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## 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, and the basis of selection;

Part 5 Certifications: includes the certifications to be provided;

Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and

Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work; the Basis of Payment; Insurance Requirements; Warranty; Custody; Project Management Services; Financial Bid Presentation Sheet; Required Certifications; and Information Required for Code of Conduct Certification.

### 1.2 Requirement

1. The Statement of Work is;

a) to carry out the storage and refit of the Canadian Coast Guard Vessel **CCGS W.G George** in Accordance with the associated Technical Specifications detailed in the Statement of Work at Annex A .

b) to carry out any approved unscheduled work not covered in paragraph a) above.

c) The work is scheduled to take place from  
May 20th, 2015 to June 17th, 2015

2. There is no industrial security requirement associated with this solicitation. Other security requirements are outlined in Part 7, Article 3.

3. The requirement is exempt from the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), Annex 4 and the North American Free Trade Agreement (NAFTA), Chapter Ten Annex 1001.2b Paragraph 1; however, it is subject to the Agreement on Internal Trade (AIT) and will be limited to suppliers in Eastern Canada in accordance with Shipbuilding, Refit, Repair and Modernization Policy (1996-12-19).

Solicitation No. - N° de l'invitation

F6855-143967/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

olz008

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

F6855-143967

File No. - N° du dossier

OLZ-4-37241

CCC No./N° CCC - FMS No/ N° VME

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4. 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..

### **1.3 Debriefings**

Bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within 15 working days from receipt of notification that their bid was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<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.

Section 07(3) of 2003, Standard Instructions - Goods or Services are amended as follows:

Delete: Furthermore, the Bidder must send a written confirmation of the bid within two (2) working days after bid closing, unless specified otherwise in the bid solicitation. All documents confirming bids should bear the word "CONFIRMATION".

### 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 five (5) working days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that 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 **Newfoundland and Labrador**.
- The Bidder may, at its discretion, substitute the applicable laws of a Canadian province or territory of its choice without affecting the validity of its bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of its choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidder.

## **2.5 Bidders' Conference**

A bidders' conference will be held at PWGSC Office, John Cabot Building, St. Johns NL on May 5th, 2015. The conference will begin at 1:30 pm. The scope of the requirement outlined in the bid solicitation will be reviewed during the conference and questions will be answered. It is recommended that bidders who intend to submit a bid attend or send a representative.

Bidders are requested to communicate with the Contracting Authority before the conference to confirm attendance. Bidders should provide, in writing, to the Contracting Authority, the names of the person(s) who will be attending and a list of issues they wish to table at least two (2) working days before the scheduled conference.

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

## **2.6 Optional Site Visit - Vessel**

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for a tour of the work site. The site visit will be held on April 29, 2015 at Canadian Coast Guard Base, Southside Road, Burgeo NL. ( Note: The vessel is on SAR stand by and may have to leave on short notice.)

Bidders are requested to communicate with the Contracting Authority two (2) days before the scheduled visit to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance form. Bidders who do not attend or send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

## **2.7 Work Period - Marine**

1. Work must commence and be completed as follows:  
Refit = May 20th, 2015 to June 17th, 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.



## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

Canada requests that bidders provide their bid as follows:

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

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

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

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 8.5 x 11 inch (216 mm x 279 mm) 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: Financial Bid**

Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet at Annex I and the detailed Pricing Data Sheet, Appendix 1 to Annex I. Bidders must also submit the ITT completed and signed.

#### **Section II: Certification Requirements**

Bidders must submit the certifications required in accordance with Part 5.

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

### **4.1 Evaluation Procedures**

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

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

### **4.2 Basis of Selection**

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

### **4.3 Public Bid Opening**

A public bid opening will be held at the John Cabot Building, 10 Barters Hill, St. Johns at 14:00 NST on May 12th, 2015

## PART 5 - CERTIFICATIONS

### 5.1 General

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

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

### 5.2 Certifications Precedent to Contract Award

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

1. Insurance Certification as per Part 6.3 and Annex C
2. Workers compensation letter of good standing as per Part 6.4
3. Welding Certification as per Part 6.5
4. Labour agreement as per Part 6.6
5. Project Schedule as per Part 6.7
6. Safety Measures for Fuel information as per Part 6.8
7. ISO 9001 registration documentation as per Part 6.9
8. Docking facility certification as per Part 6.10
9. Subcontractors list as per Part 6.11
10. Federal Contractors Program for Employment Equity - Certification as per 6.12 and Annex J
11. Code of Conduct Information Required as per 5.4 and Annex K

### 5.3 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

1. Tender Document completed and signed.
2. Pricing information and pricing data sheets as contained in Annex "I" and Appendix 1 to Annex I.

**5.4** 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.

## PART 6 - FINANCIAL, SECURITY AND OTHER REQUIREMENTS

### 6.1 Security Requirement

There is no industrial security requirement associated with this requirement.

## 6.2 Financial Capability

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

## 6.3 Insurance Requirements

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

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

## 6.4 Workers Compensation - Letter of Good Standing

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

The Bidder must provide, within two (2) working days, following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

## 6.5 Welding Certification

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

## 6.6 Valid Labour Agreement

If the Bidder has a labour agreement, or other suitable instrument, in place with its unionized labour or workforce, it must be valid for the proposed period of any resulting contract. Before contract award and within two (2) working days of written notification by the Contracting Authority, the successful Bidder must provide evidence of that agreement.

## 6.7 Project Schedule

Before contract award and within two (2) working days of written notification by the Contracting Authority, the successful Bidder must propose its preliminary project schedule, in Gantt chart or detailed bar chart format. The project schedule must include the Bidder's work breakdown structure; the scheduling of main activities and milestone events; and any potential problem areas involved in completing the Work.

#### **6.8 Safety Measures For Fueling and Disembarking Fuel**

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

Before contract award and within two (2) working days of written notification by the Contracting Authority, the successful Bidder must provide details of its safety measures for fueling and disembarking fuel, together with the name and experience of the person in charge of this activity.

#### **6.9 ISO 9001:2000 - Quality Management Systems**

Before contract award and within two (2) working days of written notification by the Contracting Authority, the successful Bidder must provide its current ISO Registration Documentation indicating its registration to ISO 9001:2000. Documentation and procedures of bidders not registered to the ISO standards may be subject to a Quality System Evaluation (QSE) by the Inspection Authority before award of a contract.

#### **6.10 Docking Facility Certification**

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

Before contract award and within two (2) working days of written notification by the Contracting Authority, the successful Bidder must provide current and valid certification of the capacity and condition of the docking facility to be used for the Work. The certification must be provided by a recognized consultant or classification society and must have been issued within the past two years. Although a dry docking facility may have a total capacity greater than the vessel to be docked, the weight distribution of the vessel may cause individual block loading to be exceeded. 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, preclude the facility from being considered as a possible dry docking site and render the bid non-responsive.

#### **6.11 List of Proposed Subcontractors**

If the bid includes the use of subcontractors, the Bidder agrees, within two (2) working days of written notification from the Contracting Authority, to provide a list of all subcontractors including a description of the things to be purchased, a description of the work to be performed and the location of the performance of that work. The list should not include the purchase of off-the-shelf items, software and such standard articles and materials as are ordinarily produced by manufacturers in the normal course of business, or the provision of such incidental services as might ordinarily be subcontracted in performing the Work.

## **PART 7 - RESULTING CONTRACT CLAUSES**

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

## 7.1 Statement of Work

The Contractor must:

- a) Carry out the storage, maintenance and alterations of the Canadian Coast Guard Vessel CCGS W.G George, in accordance with the associated Technical Specifications detailed in the Statement of Work attached as Annex A; and
- 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 (SACC) Manual issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website: (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>)

### 7.2.1 General Conditions

2030 (2012-11-19) General Conditions - Goods - Higher Complexity

### 7.2.2 Supplemental General Conditions

1029 (2010-08-16) Ship Repairs

## 7.3 Security Requirement

1. There is no industrial security requirement associated with this contract.
2. Access to Port Facilities and Government vessels is controlled. The Contractor must comply with applicable requirements. A system of positive identification, sign-in and out, and wearing of identification badges while within Port facilities or on board Government vessels is required.
3. The Contracting and the Technical Authority reserve the right to direct that Contractors personnel be security cleared as necessary.

## 7.4 Term of Contract

### 7.4.1 Work Period- Marine

1. Work must commence and be completed as follows:  
Refit = May 20th, 2015 to June 17th, 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:  
Art Rice, Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch, Atlantic Region  
Science, Services and Marine  
The John Cabot Building, 10 Barter's Hill  
P.O. Box 4600, St. John's, NL A1C 5T2

Telephone: (709) 772-4932  
Facsimile: (709) 772-4603  
E-mail address: art.rice@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 Inspection Authority**

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

### **7.5.3 Technical Authority**

The on site Technical Authority for the Contract will be named at contract award.

The Technical Authority is the on site representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for day to day on site technical matters. The on site technical authority is the designated authority for work arising including signatory authority for 1379s. 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.

### **7.5.4 Project Authority**

The Project Authority for the Contract will be named at contract award.

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

## **7.6 Payment**

### **7.6.1 Basis of Payment - Firm Price or Firm Lot Price**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a "firm price", as specified in Annex "B" of \$ \_\_\_\_\_ **(insert the amount at contract award)**. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

### **7.6.2 Method of Payment - Single Payment**

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

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

### **7.6.3 SACC Manual Clauses**

C6000C (2011-05-16) Limitation of Price  
C0711C (2008-05-12) Time Verification

## **7.7 Invoicing Instructions**

- 1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- 2. Invoices must be distributed as follows:



- (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## 7.8 Certifications

SACC Manual Clause A3015C (2008-12-12) Certifications

## 7.9 Applicable Laws

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

## 7.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2030 (2014-09-25) General Conditions - Goods (Higher Complexity);
- (c) the supplemental general conditions 1029 (2010-08-16) Ship Repairs;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Insurance Requirements;
- (g) Annex D, Consent to a Criminal Record Verification (PWGSC-TPSGC 229);
- (h) Annex E, Warranty;
- (i) Annex F, Not Used;
- (j) Annex G, Not Used;
- (k) Annex H, Not Used;
- (l) Annex I, Financial Bid Preparation Sheets;
- (m) Annex J, Required Certifications;
- (n) Annex K, Information Required for Code of Conduct Certification; and
- (o) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*)

## 7.11 Insurance Requirements

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

**7.12 NOT USED 7.13 NOT USED****7.14 NOT USED****7.15 Sub-Contractors List**

The Contracting Authority is to be notified, in writing, of any changes to the list of subcontractors before commencing the work.

When the Contractor sub-contracts work, a copy of the sub-contract purchase order is to be passed to the Contracting Authority. In addition, the Contractor must monitor progress of sub-contracted work and inform the Inspection Authority on pertinent stages of work to permit inspection when considered necessary by the Inspection Authority.

**7.16 Work Schedule and Reports**

No later than three (3) Working Days after contract award, the preliminary schedule must be revised and expanded as necessary and resubmitted before commencement of the Work. The Contractor must provide a detailed work schedule showing the commencement and completion dates for the Work in the available work period, including realistic target dates for significant events. During the work period the schedule is to be reviewed on an ongoing basis by the Inspection Authority and the Contractor, updated when necessary, and available in the Contractor's office for review by Canada's authorities to determine the progress of the Work.

The schedules must be revised on a predefined basis. The revised schedules must show the effect of progressed work and approved work arising. Changes in scheduled completion dates due to unscheduled work will not be accepted except as negotiated under Design Change or Additional Work clause.

**7.17 Insulation Materials - Asbestos Free**

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

**7.18 Loan of Equipment - Marine**

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

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

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

**7.19 Trade Qualifications**

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

**7.20 NOT USED**

## 7.21 ISO 9001:2008 - Quality Management Systems

In the performance of the Work described in the Contract, the Contractor must comply with the requirements of ISO 9001:2000 - Quality management systems - Requirements, published by the International Organization for Standardization (ISO), current edition at date of submission of the Contractor's bid with the exclusion of the following requirement:

### Design and development

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

### Assistance for Government Quality Assurance (GQA):

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

The Inspection Authority must have the right of access to any area of the Contractor's or Subcontractor's facilities where any part of the Work is being performed. The Inspection Authority must be afforded unrestricted opportunity to evaluate and verify Contractor conformity with Quality System procedures and to validate product conformity with contract requirements. The Contractor must make available, for reasonable use by the Inspection Authority, the equipment necessary for all validation purposes. Contractor personnel must be made available for operation of such equipment as required.

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

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

## 7.22 NOT USED

## 7.23 Welding Certification

1. The Contractor must ensure that welding is performed by a welder certified by the **Canadian Welding Bureau (CWB)** in accordance with the requirements of the following **Canadian Standards Association (CSA)** standards:

- (a) CSA W47.2-03, Certification for Companies for Fusion Welding of Steel Structures Minimum division level 2.0;
2. In addition, welding must be done in accordance with the requirements of the applicable drawings and specifications.
3. Prior to the commencement of any fabrication work, and upon request from the Inspection Authority, the Contractor must provide approved welding procedures and/or a list of welding personnel he intends to use in the performance of the Work. The list must identify the CWB welding procedure

each qualifications attained by each of the personnel listed and must be accompanied by a copy of person's current CWB welding certification.

#### **7.24 Environmental Protection**

The Contractor and its subcontractors engaged in the Work on a Canadian Government vessel must carry out the Work in compliance with applicable municipal, provincial and federal environmental laws, regulations and industry standards.

The Contractor must have detailed procedures and processes for identifying, removing, tracking, storing, transporting and disposing of all potential pollutants and hazardous material encountered, to ensure compliance as required above. All waste disposal certificates are to be provided to the Inspection Authority, with information copies sent to the Contracting Authority. Furthermore, additional evidence of compliance with municipal, provincial and federal environmental laws and regulations is to be furnished by the Contractor to the Contracting Authority when so requested.

The Contractor must have environmental emergency response plans and/or procedures in place. Contractor and subcontractor employees must have received the appropriate training in emergency preparedness and response. Contractor personnel engaging in activities which may cause environmental impacts or potential non compliance situations, must be competent to do so on the basis of appropriate education, training, or experience.

#### **7.25 Supervision of Fueling and Disembarking Fuel**

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

#### **7.26 Procedures for Design Change or Additional Work**

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

1. When Canada requests design change or additional work:

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

- (i) any impact of the design change or additional work on the requirement of the Contract;
- (ii) a price breakdown of the cost (increase or decrease) associated with the implementation of the design change or the performance of the additional work using either the Form PWGSC1686, Quotation for Design Change or Additional Work, or the Form PWGSC 1379, Work Arising or New Work, or any other form required by Canada;
- (iii) a schedule to implement the design change or to perform the additional work and the impact on the contract delivery schedule.

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

(c) The Contractor will return the completed form to the Contracting Authority for evaluation and negotiation. Once agreement has been reached, the form must be signed by all parties in the

appropriate signature blocks. This constitutes the written authorization for the Contractor to proceed with the work, and the Contract will be amended accordingly.

2. When the Contractor requests design change or additional work:
  - (a) The Contractor must provide the Contracting Authority with a request for design change or additional work in sufficient detail for review by Canada.
  - (b) The Contracting Authority will forward the request to the Technical Authority for review.
  - (c) If Canada agrees that a design change or additional work is required, then the procedures detailed in paragraph 1 are to be followed.
  - (d) The Contracting Authority will inform the Contractor in writing if Canada determines that the design change or additional work is not required.
3. The Contractor must not proceed with any design change or additional work without the written authorization of the Contracting Authority. Any work performed without the Contracting Authority's written authorization will be considered outside the scope of the Contract and no payment will be made for such work.

**7.27 NOT USED**

**7.28 NOT USED**

**7.29 NOT USED**

### **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 Repair facility four (4) working days before the commencement of the work period.

### **7.32 Progress Meetings**

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

### **7.33 Outstanding Work and Acceptance**

1. The Inspection Authority, in conjunction with the Contractor, will prepare a list of outstanding work items at the end of the work period. This list will form the annexes to the formal acceptance document for the vessel. A contract completion meeting will be convened by the Inspection Authority on the work completion date to review and sign off the form PWGSC-TPSGC1205, Acceptance. In addition to any amount held under the Warranty Holdback Clause, a holdback of twice the estimated value of outstanding work will be held until that work is completed.
2. The Contractor must complete the above form in three (3) copies, which will be distributed by the Inspection Authority as follows:

- (a) original to the Contracting Authority;
- (b) one (1) copy to the Technical Authority;
- (c) one (1) copy to the 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**

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

### **7.36 Not Used**

### **7.37 Scrap and Waste Material**

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

### **7.38 Stability**

The Contractor will be solely responsible for the stability and trim of the ship during the period the vessel is in the Contractor's facility, including docking and undocking. The Contractor must maintain weight change information pertinent to the vessel's stability during the docking period. The Technical Authority will supply the Contractor with cross curves of stability, hydrostatic curves, tank status, location of center of gravity, and other information relevant to the ship's condition upon handing over of the vessel.

### **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 Workers Compensation**

SACC Manual Clause A0285C (2007-05-25) Workers Compensation

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File No. - N° du dossier

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## **ANNEX A STATEMENT OF WORK**

The entire Statement of Work is incorporated into and forms part of this document. It is attached hereto as a separate electronic document entitled:

**CCGS W.G George Refit 2015**

## ANNEX B BASIS OF PAYMENT

**THE FOLLOWING WILL BE COMPLETED BY PWGSC PRIOR TO CONTRACT AWARD AND WILL FORM THE BASIS OF PAYMENT FOR THE RESULTING CONTRACT AS PER PART 7, CLAUSE 6.1.**

### **B1 Contract Price**

#### **Firm Price for Known Work**

\$ \_\_\_\_\_

For completion of work specified as per Annex A and detailed in Appendix 1 to Annex A

#### **HST**

\$ \_\_\_\_\_

#### **Total Contact Price**

\$ \_\_\_\_\_

#### **Firm Hourly Charge-out Labour Rate**

\$ \_\_\_\_\_

#### **Daily Services Fees**

As per article I4

i) working days on drydock = \$ \_\_\_\_\_

li) non-working days on drydock = \$ \_\_\_\_\_

ii) working days at berth = \$ \_\_\_\_\_

iv) non-working days at berth = \$ \_\_\_\_\_

### **B2 Unscheduled Work**

Unscheduled work arising, as authorized by the Minister, will be calculated in the following manner:

Number of hours (to be negotiated) multiplied by your firm hourly *Charge-out Labour Rate* which includes *Overhead* and profit, plus net laid-down cost of materials to which will be added a 10% mark-up, plus Goods and Services Tax or Harmonized Sales Tax as applicable, of the total cost of material and labour. The firm hourly *Charge-out Labour Rate* and the material mark-up will remain firm for the duration of the Contract and any subsequent amendments.

**B2.1** Notwithstanding definitions or usage elsewhere in this document, or in the Bidders 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 I2.2 will not be negotiated, but will be compensated for in accordance with I2.2. 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.

**B2.2:** Allowance for *Related Labour Costs* such as: Management, Direct Supervision, Purchasing and Material Handling, Quality Assurance and Reporting, First Aid, Gas Free Inspecting and



Reporting, and Estimating will be included as *Overhead* for the purposes of determining the *Charge-out Labour Rate*.

**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. A separate labour component for the purchase and handling of materials or subcontract administration is not allowable.

### **B3 Overtime**

No overtime work will be compensated for under the Contract unless authorized in advance and in writing by the Contracting Authority. Any request for payment must be accompanied by a copy of the overtime authorization and a report containing such details as Canada may require with respect to the overtime work performed. Compensation for authorized overtime will be calculated by taking the average hourly direct labour rate premiums, plus certified fringe benefit additives, plus profit of 7 1/2 percent on labour premium and fringe benefits. These rates will remain firm for the duration of the Contract including all amendments and are subject to audit if deemed necessary by Canada.

### **B4 Daily Services Fees**

In the event of a delay in the performance of the Work, 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 will be the sole liability of Canada to the Contractor for the delay.

The fees will include administrative support, production services, quality assurance, material support, and all other resources, direct costs, overhead and consumables needed to maintain the Vessel at the Contractor's facility. Daily fees for additional days on dock shall be inclusive of layday charges. These fees are firm and not subject to any additional charges for mark-up or profit.

Ship services as indicated within services (specification item HD-02) will be paid based on unit cost as bid. The daily service fee bid in Annex I will apply to all additional days.

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## **ANNEX C INSURANCE REQUIREMENTS**

### **C1 Ship Repairers' Liability Insurance**

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

### **C2 Commercial General Liability Insurance**

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability Insurance policy must include the following:
  - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - (c) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - (d) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

- (e) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- (f) Employees and, if applicable, Volunteers must be included as Additional Insured.
- (g) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- (h) Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- (i) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- (j) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- (k) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.  
(Derived from - Provenant de: G2001C, 2008-05-12)

### C3. Limitation of Liability

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 failure to perform the Contract is limited to \$10,000,000.00 per incident or an annual aggregate of \$20,000,000 for damages caused in any one occurrence, to of the Contract, each such year starting on the date of year of carrying out coming into force of the Contract or its anniversary, and to a total maximum liability of \$40,000,000.00. This limitation of the Contractor's liability does not apply to:
  - (a) any infringement of intellectual property rights; or
  - (b) any breach of warranty obligations.
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.

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olz008

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**ANNEX D**

**Consent to a Criminal Record Verification (PWGSC-TPSGC 229)**

**Available as an attachment via GETS**

## ANNEX E WARRANTY

**D1 2030 (2014-09-25) General Conditions - Goods (Higher Complexity) , are hereby amended as follows:**

Delete Section 2030 (22) (2014-09-25) Warranty, and Insert the following:

1. At the discretion of the Minister, the Contractor will replace or make good at its own expense any finished work, excluding Government Issue incorporated therein, which becomes defective or which fails to conform to contract requirements as a result of faulty or inefficient manufacture, material or workmanship.
2. Notwithstanding prior acceptance of the finished work, and without restricting any other term of the Contract or any condition, warranty or provision implied or imposed by law, the Contractor hereby warrants that the following are free from all defects and conform with the requirements of the contract:
  - a. The painting of the underwater portion of the hull for a period of three hundred 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 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.  
  
All other painting Work for a period of three hundred sixty five (365) days commencing from the date of acceptance of the Work;
  - b. All parts and materials supplied for the Work for a period of three hundred and sixty five (365) days commencing from the date of acceptance of the Work;
  - c. All other items of Work for a period of ninety (90) days commencing from the date of acceptance of the Work, except that:
    - i. the warranty on the Work related to any system or equipment not immediately placed in continuous use or service must extend for a period of ninety (90) days from the date of acceptance of the vessel;
    - ii. for all outstanding defects, deviations, and Work items listed on the Acceptance Document at Delivery, the Warranty will be ninety (90) days from the subsequent date of acceptance for each item.
3. The Contractor agrees to pass to Canada, and exercise on behalf of Canada, all warranties on the Materials and/or labour supplied or held by the Contractor which exceed the periods indicated above.

**D2 Warranty Procedures****1. Scope**

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

**2. Definition**

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

**3. Warranty Conditions**

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

**4. Reporting Failures With Warranty Potential**

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

**5. Procedures**

- 
- a. Immediately it becomes known to the Ship's Staff that an equipment/system is performing below accepted standards or has become defective, the procedures for the investigation and reporting are as follows:
    - i. The vessel advises the Technical Authority when a defect, which is considered to be directly associated with the refit work, has occurred.
    - ii. On review of the Specification and the Acceptance Document, the Technical Authority in consort with Ship's Staff is to complete the Tombstone Data and section 1 of the Warranty Claim Form Appendix 1 to Annex E and forward the original to the Contractor for review with a copy to the PWGSC contracting Authority. If the PWGSC Contracting or Inspection Authority is unable to support warranty action, the Defect Claim Form will be returned to the originator with a brief justification. ( It is to be noted that in the latter instance PWGSC will inform the Contractor of its decision and no further action will be required of the Contractor.  
Warranty defect claims may be forwarded in hard copy, by fax or by e-mail whichever format is the most convenient.
    - iii. Assuming the Contractor accepts full responsibility for repair, the Contractor completes Section 2 and 3 of the Warranty Claim Form, returns it to the Inspection Authority who confirms corrective action has been completed, and who then distributes the form to the Technical Authority and the PWGSC Contracting Authority.
  - b. In the event that the Contractor disputes the claim as a warranty defect, or agrees to share, the contractor is to complete Part 2 of the Warranty Claim Form with the appropriate information and forward it to the Contracting Authority who will distribute copies as necessary.
  - c. When a warranty defect claim is disputed by the Contractor, the Technical Authority may arrange to correct the defect by in-house resources or by contracting the work out. All associated costs must be tracked and recorded as a possible charge against the contractor by PWGSC action. Material costs and manhours expended in correcting the defect are to be recorded and entered in Section 5 of the warranty defect claim by the Technical Authority who will forward the warranty defect claim to the PWGSC Contracting Authority for action. Defective parts of equipment are to be retained pending settlement of claim.
  - d. Defective equipment associated with potential warranty should not normally be dismantled until the contractors representative has had the opportunity to observe the defect. The necessary work is to be undertaken through normal repair methods and costs must be segregated as a possible charge against a contractor by PWGSC action.

## 6. Liability

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

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

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

- a. If at all possible, an alongside period for the vessel is to be arranged just before the expiration of the 90 day warranty period. This alongside period is to provide time for warranty repair and check by the contractor.
- b. In respect to the underwater paint, should it become defective during the associated warranty period the contractor is only liable to repair to a value determined as follows:  
Original cost to Canada for painting and preservation of the underwater section of the hull, divided by three hundred sixty five (365) days and multiplied by the number of days remaining in the 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.



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**APPENDIX 1 to ANNEX D**

Public Works and Government Services Canada

Travaux publics et Services gouvernementaux  
Canada**Warranty Claim****Rclamation De Garantie**

Vessel Name Nom de navire	File No. N de dossier	Contract No. - N de contrat
Customer Department Ministre client		Warranty Claim Serial No. Numro de srie de rclamation de garantie
Contractor Entrepreneur		<b>Effect on Vessel Operations</b> <b>Effet sur des oprations de navire</b> Critical    Degraded    Operational    Non-operational

**1. Description of Complaint Description de plainte**

Contact Information l'information de contact

\_\_\_\_\_  
Name Nom

Tel. No. - N TI

\_\_\_\_\_  
Signature Signature\_\_\_\_\_  
Date**2. Contractors Investigative Report Le rapport investigateur de l'entrepreneur****3. Contractors Corrective Action La modalit de reprise de l'entrepreneur**\_\_\_\_\_  
Contractors Name and Signature Nom et signature de l'entrepreneur\_\_\_\_\_  
Date of Corrective Action - Date de modalit de reprise\_\_\_\_\_  
Client Name and Signature - Nom et signature de client\_\_\_\_\_  
Date**4. PWGSC Review of Warranty Claim Action Examen d'action de rclamation de garantie par TPSGC**\_\_\_\_\_  
Signature Signature\_\_\_\_\_  
Date**5. Additional Information Renseignements supplmentaires****Canada**  
pWGSC-TPSGC

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**ANNEX F**  
**NOT USED**

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## ANNEX G

Included as an attachment

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**ANNEX H**  
**Not Used**

**ANNEX I****FINANCIAL BID PRESENTATION SHEET****I.1 Evaluation of Price**

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

<b>a)</b>	<b>Known Work</b> For work as stated in Annex A and detailed in the attached Pricing Data Sheet Annex I, Appendix 1 a FIRM PRICE of:	\$ _____
<b>b)</b>	<b>Unscheduled Work</b>  Estimated labour hours at a firm Charge-out Labour Rate, including overhead and profit: 400 person hours X \$ _____ per hour for a PRICE of: Hours in excess of 400 will also be charged at this rate.  Bidders are to include any premiums / surcharges or fees that are applicable to the hourly rate.	\$ _____
<b>c)</b>	<b>Daily Services Fees</b> As per article I4 i) five (5) working days on drydock X \$ _____ = \$ _____  ii) two (2) non-working days on drydock X \$ _____ = \$ _____  iii) three (3) working days at berth X \$ _____ = \$ _____  iv) two (2) non-working days at berth X \$ _____ = \$ _____	\$ _____
<b>d)</b>	<b>Vessel Transfer Cost</b> As per article I5:	\$ _____
<b>e)</b>	<b>EVALUATION PRICE</b> HST or GST Excluded, [a + b + c + d]: For an EVALUATION TOTAL of :	\$ _____

**I.2 Unscheduled Work**

Unscheduled work arising, as authorized by the Minister, will be calculated in the following manner:

"Number of hours (to be negotiated) X your firm hourly Charge-out Labour Rate which includes Overhead and profit, plus net laid-down cost of materials to which will be added a 10% mark-up, plus Goods and Services Tax or Harmonized Sales Tax as applicable, of the total cost of

material and labour. The firm hourly Charge-out Labour Rate and the material mark-up will remain firm for the duration of the Contract and any subsequent amendments."

- I.2.1** Notwithstanding definitions or usage elsewhere in this document, or in the Bidders 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 I.2.2 will not be negotiated, but will be compensated for in accordance with I.2.2. It is therefore incumbent upon the Bidder to enter values in the above table which will result in fair compensation, regardless of the structure of their Cost Management System.

- I.2.2** Allowance for Related Labour Costs such as: Management, Direct Supervision, Purchasing and Material Handling, Quality Assurance and Reporting, First Aid, Gas Free Inspecting and Reporting, and Estimating will be included as Overhead for the purposes of determining the Charge-out Labour Rate entered in Table I.1 above.

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

### **I.3 Overtime Fees**

Compensation for authorized overtime will be calculated in the following manner:

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

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

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

### **I.4 Daily Services Fees**

Daily services fees are to be provided by the Bidder and entered in the table at I.1. In the event of a delay in the performance of the Work, and if such delay is recognized and agreed upon by the Contracting Authority as being attributable to Canada. These fees will be the sole liability of Canada to the Contractor for the delay.

The fees will include administrative support, production services, quality assurance, material support, and all other resources, direct costs, overhead and consumables needed to maintain the Vessel at the Contractor's facility. Daily fees for additional days on dock shall be inclusive of layday charges. These fees are firm and not subject to any additional charges for mark-up or profit.

Ship services as indicated within services (specification item HD-02) will be paid based on unit cost as bid. The daily service fee bid in Annex I will apply to all additional days.

The number of days included in I1 are estimates for evaluation purposes only, but the rates will apply to all additional days

### **I.5 Vessel Transfer Costs**

1. The evaluation price must include the cost for transferring the vessel from its home port to the shipyard/ship repair facility where the Work will be performed and the cost of transferring the vessel to its home port following completion of the Work, in accordance with the following:

(a) The Bidder must provide the location of the shipyard/ship repair facility where it proposes to perform the Work together with the applicable vessel transfer cost from the list provided under paragraph 2 of this clause:

Proposed shipyard/ship repair facility: \_\_\_\_\_

Applicable vessel transfer cost: \_\_\_\_\_.

(b) If the list in paragraph 2 of this clause does not provide the shipyard/ship repair location where the Bidder intends to perform the Work, then the Bidder must advise the Contracting Authority, in writing, at least 5 calendar days before the bid closing date, of its proposed location for performing the Work.

The Contracting Authority will confirm to the Bidder, in writing, at least 5 calendar days before the bid closing date, the location of the shipyard/ship repair and the applicable vessel transfer cost.

A bid that specifies a location for executing the Work which is not on the list of paragraph 2 of this clause, and for which a notification in writing has not been received by the Contracting Authority as required above, will be considered non-responsive.

2. List of shipyard/ship repair facilities and applicable vessel transfer costs Vessel: \_\_\_\_\_

Home port: \_\_\_\_\_

Transfer costs in the case of vessels transferred using a government delivery crew include the fuel cost at the vessel's most economical speed of transit and for unmanned refits only, crew transportation costs for the delivery crew based on the location of the vessel's home port and the shipyard/ship repair facility. Crew transportation costs do not include any members of the delivery crew who remain at the shipyard/ship repair facility in order to discharge project responsibilities related to the vessel being transferred.

Transfer costs in the case of vessels transferred unmanned by either commercial towing, railway, highway or other suitable means of transportation must be: (i) included as part of the Bidder's financial bid in the case where the Bidder is responsible for the transfer; or (ii) identified as the applicable vessel transfer cost, as given in the list below, in the case when Canada is responsible for the transfer.

Shipyard	Vessel Transfer Cost
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**To be provided with Bidders conference minutes**

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**Appendix 1 to Annex H**  
**Detailed Pricing Data Sheet**

Pricing Data sheet will be provided in a separate electronic document with the bidders conference minutes.



## ANNEX j REQUIRED CERTIFICATIONS

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

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

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

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

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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

For further information on the Federal Contractors Program for Employment Equity visit [HRSDC-Labour's website](#).

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

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary)

employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

☐ A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with HRSDC-Labour.

**OR**

☐ A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to HRSDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to HRSDC-Labour.

B. Check only one of the following:

☐ B1. The Bidder is not a Joint Venture.

**OR**

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

**ANNEX K**  
**INFORMATION REQUIRED FOR CODE OF CONDUCT CERTIFICATION**

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

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

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

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

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

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

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