

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada  
Pacific Region  
401 - 1230 Government Street  
Victoria, B.C.  
V8W 3X4  
Bid Fax: (250) 363-3344

**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**  
Public Works and Government Services Canada -  
Pacific Region  
401 - 1230 Government Street  
Victoria, B. C.  
V8W 3X4

<b>Title - Sujet</b> CCGS BARTLETT - ALONGSIDE REFIT	
<b>Solicitation No. - N° de l'invitation</b> F1782-15C705/A	<b>Date</b> 2015-04-14
<b>Client Reference No. - N° de référence du client</b> F1782-15C705	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$XLV-176-6705
<b>File No. - N° de dossier</b> XLV-4-37282 (176)	<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 2015-04-30</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Pacific Daylight Saving Time PDT	
<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> Godin, Andre	<b>Buyer Id - Id de l'acheteur</b> xl176
<b>Telephone No. - N° de téléphone</b> (250) 363-3152 ( )	<b>FAX No. - N° de FAX</b> (250) 363-3960
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> FISHERIES AND OCEANS CANADA SEE HEREIN	

**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/ 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 is divided into seven parts plus attachments and annexes, as follows:

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

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

### 1.2 Summary

#### 1. The Statement of work is as follows:

- a. To carry out the alongside repair of the Canadian Coast Guard Ship CCGS Bartlett while the vessel is alongside at the Institute for Ocean Sciences, 9860 West Saanich Road, Sidney BC in accordance with the associated Technical Specifications detailed in the Statement of Work; Inspections, Tests and Trials; and Project Management Services attached as Annexes A, D and E.

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

- b. To carry out any approved unscheduled work not covered in paragraph a. above.

#### 2. Work Period - Marine

Work must commence and be completed as follows:

Commence: May 20, 2015;  
Complete: June 17, 2015.

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

#### 3. Bidder Capabilities

Bidders will be required to supply with their bid:

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

#### 4. Security Requirement

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There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses.

**5. Integrity Provisions**

as per the Integrity Provisions under section 01 of *Standard Instructions 2003 and 2004*, 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.

**6. Sourcing Strategy**

The sourcing strategy related to this procurement will be limited to suppliers in the area of Origin of the vessel, in accordance with the PWGSC Supply Manual Article 3.170.10(b). This procurement is subject to AIT and is exempt from NAFTA [see Chapter 10, Annex 1001.2b, paragraph 1 (a)] and from the WTO-AGP (see Annex 4).

**1.3 Debriefings**

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

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## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The 2003 2014-09-25 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 four ( 4) 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

### 2.4 Applicable Laws

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

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

### 2.5 Bidders' Conference

A bidders' conference will be held in the Shelby Room, 21 Huron Street, Victoria BC ( CCG Base) on April, 21, 2015 . The conference will begin at 10:00 am PST on board the vessel. 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.

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

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

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

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

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

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

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

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

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

#### 3.1.1 Section I: Technical Bid

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

#### 3.1.2 Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Annex H, Financial Bid Presentation Sheet and appendix 1 of Annex H, Pricing Data sheet. The total amount of Applicable Taxes must be shown separately.

#### 3.1.3 Section III: Certifications

Bidders must submit the certifications required under Part 5.

### 3.2 Tables of Bid Deliverables

#### 3.2.1 Mandatory Bid Deliverables

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

Item	Description	Completed and Attached
<b>Section I Technical Bid</b>		
1	Solicitation document part 1 page 1, completed and signed	

<b>Section II Financial Bid</b>		
1	Annex H <u>Financial Bid Presentation Sheet</u> , completed	
2	Appendix 1 to Annex H <u>Pricing Data Sheets</u> , completed	

### 3.2.2 Supporting Deliverables

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

Item	Description	Completed and Attached	To be forwarded if requested by the CA
<b>Section I Technical Bid</b>			
1	Proof of welding certification, as per article 6.6		
2	Preliminary Work Schedule, as per article 6.9		
3	ISO Registration Certificate or Quality Assurance Documentation, as per article 6.10		
<b>Section II Financial Bid</b>			
1	Changes to Applicable Laws (if any) as per article 2.4		
2	Proof of good standing with Worker's Compensation Board as per article 6.4		
3	Subcontractor List (if any) as per article 6.8		
4	Contractor's Representative(s) as per article 7.5.4		
5	Project Management Team Details, as per article E-1.5		
<b>Section III Certifications</b>			
1	Annex I – Information required for Code of Conduct verification.		

### 3.2.3 Supplementary Deliverables

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

Item	Description	Completed and Attached	To be forwarded if requested by the CA
<b>Section I Technical Bid</b>			
1	Details of environmental emergency response plans and waste management procedures, as per article 6.5		
2	Details of formal environmental training completed by employees, as per article 6.5		
3	Examples of Inspections Plans, as per article 6.11		
<b>Section II Financial Bid</b>			
1	Financial Capability, as per article 6.2		
2	Either proof of insurance coverage, as required by Annex C, or a letter substantiating that the required insurance coverage will be provided, as per article 6.3		
3	Proof of valid Labour Agreement or similar instrument covering the work period as per article 6.7		

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Section III Certifications			
1	Signed Consent Form ( <u>Consent to a Criminal Record Verification</u> form- PWGSC-TPSGC 229) ( <a href="http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html">http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html</a> )		

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## **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 Mandatory and Supporting/Supplementary deliverables as found in Section 3-2, Tables of Bid Deliverables.
- (b) 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 in 1230 Government Street, Victoria, BC at 14:30 PST on the date noted on page one (1) of this bid solicitation.

## **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" 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 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.

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

### **6.1 Security Requirements**

Access to Port Facilities and Government vessels is controlled. For additional information, consult Part 7 - Resulting Contract Clauses.

### **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 in Annex C.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. 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 Certification - 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 twenty-four (24) hours 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 Environmental Protection**

Before contract award and within five (5) working days of written notification by the Contracting Authority, the Bidder must submit details of its environmental emergency response plans, waste management procedures and/or formal environmental training undertaken by its employees. In addition, the Bidder must submit samples of its processes and procedures pertinent to the completion of the Work..

### **6.6 Welding Certification**

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

### **6.7 Valid Labour Agreement**

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

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## 6.8 List of Proposed Sub-contractors

If the bid includes the use of subcontractors, the Bidder agrees, upon written request from the Contracting Authority, to provide a list of all subcontractors including a description of the things to be purchased, a description of the work to be performed by specification section and the location of the performance of that work. The list should not include the purchase of off-the-shelf items, software and such standard articles and materials as are ordinarily produced by manufacturers in the normal course of business, or the provision of such incidental services as might ordinarily be subcontracted in performing the Work, i.e. subcontract work valued at less than \$1,000.00.

## 6.9 Project Schedule and Reports

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

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

## 6.10 ISO 9001:2008 - Quality Management Systems

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

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

## 6.11 Inspection and Test Plan

Before contract award and within **twenty four (24) hours** of written notification by the Contracting Authority the Bidder must provide an example of its Inspection and Test Plans.

## 6.12 Vessel Refit, Repair and Docking - Cost

The following costs must be included in the evaluation price:

1. **Not used - Services:**
2. **Not used Docking and Undocking**
3. **Field Service Representatives/Supervisory Services:** include all costs for field service representatives/supervisory services including manufacturers' representatives, engineers, etc. These services must not be an extra charge except where unscheduled work requiring these services is added to the Contract.
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.

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### **6.13 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.

### **6.14 Safety Measures for Fueling and Disembarking Fuel**

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

Before contract award and within five (5) working days of written request by the Contracting Authority, the successful Bidder must provide details of its safety measures for fueling and disembarking fuel together with the name and qualifications of the person in charge of this activity.

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## PART 7 - RESULTING CONTRACT CLAUSES

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

### 7.1 Statement of Work OR Requirement

The Contractor must:

- a. Carry out the alongside repairs of the Canadian Coast Guard Ship CCGS Bartlett while the vessel is alongside at the Institute for Ocean Sciences, 9860 West Saanich Road, Sidney BC.

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

- b. Carry out any approved unscheduled work not covered in the above paragraph (a).

### 7.2 Standard Clauses and Conditions

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

#### 7.2.1 General Conditions

2030, 2014-09-25, General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

**Excepting Article 26**, which is deleted in its entirety and replaced by the following.

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
  - (d) performing the Contract; or
  - (e) 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 twelve (12) months after service of the original notice to terminate served by either Party pursuant to sub-article 5., above.
7. 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.

**Section 22, Warranty, of General Conditions 2030 incorporated by reference above is hereby deleted in its entirety and replaced with 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.
4. Refer to Annex F - Appendix 1 for Warranty Defect Claim Procedures and Form.

**Section 26, Liability, of General Conditions 2030 incorporated by reference above is hereby deleted in its entirety and replaced with the following:**

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.

### **7.2.2 Supplemental General Conditions**

1029, 2010-08-16, Ship Repairs, **excluding article 9**, apply to and form part of the Contract.

### **7.3 Security Requirements**

1. 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.
2. The Contracting and the Technical Authority reserve the right to direct that Contractor's personnel be security cleared as necessary.

### **7.4 Term of Contract**

#### **7.4.1 Period of the 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:

Name: Andre Godin,  
Title: Manager  
Address: Public Works and Government Services Canada  
Pacific Region, Acquisitions, Marine  
401 - 1230 Government Street, Victoria, BC, Canada, V8W 3X4  
Telephone: 250-216-2504  
Facsimile: 250-363-3960  
E-mail address: andre.godin3@pwgsc-tpsgc.gc.ca

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

#### **7.5.2 Technical Authority**

The Technical Authority for the Contract is:

Name: TBD  
Title: TBD

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Address: TBD  
Telephone: TBD  
Facsimile: TBD  
E-mail: TBD

**(To be completed by the Contracting Authority at Contract Award)**

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.

In its absence, the Technical Authority is:

Name: TBD  
Title: TBD  
Organization: TBD  
Address: TBD  
Telephone: TBD  
Facsimile: TBD  
E-mail address: TBD.

**7.5.3 Inspection Authority**

The Inspection Authority for the Contract is:

Name: TBD  
Title: TBD  
Address: TBD  
Telephone: TBD  
Facsimile: TBD  
E-mail: TBD

**(To be completed by the Contracting Authority at Contract Award)**

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.

**7.5.4 Contractor's Representative**

Name and telephone numbers of the person responsible for production:

Name: \_\_\_\_\_ Telephone No: \_\_\_\_\_  
Facsimile No: \_\_\_\_\_ E-mail: \_\_\_\_\_

Name and telephone numbers of the person responsible for delivery:

Name: \_\_\_\_\_ Telephone No: \_\_\_\_\_  
Facsimile No: \_\_\_\_\_ E-mail: \_\_\_\_\_

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## 7.6 Payment

### 7.6.1 Basis of Payment

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

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

### 7.6.2 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 Discretionary Audit

C0100C Discretionary Audit- Commercial Goods and Services 2010-01-11

### 7.6.4 Time Verification

C0711C Time Verification 2008-05-12

### 7.6.5 Warranty Holdback

A warranty holdback of 3% will be applied to the final claim for payment. This holdback is payable by Canada upon the expiry of the 90 day warranty period(s) applicable to the Work. Goods and Services Tax or Harmonized sale Tax (GST/HST), as appropriate, is to be calculated and paid on the total amount of the claim before the 3 percent holdback is applied. At the time that the holdback is released, there will be no GST/HST payable, as it was included in the previous payments.

## 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.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
  - b. a copy of the release document and any other documents as specified in the Contract;
  - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
  - d. a copy of the monthly progress report.
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.

### 7.7.1 Invoice is to be made out to:

CCG/Marine Engineering  
Institute of Ocean Sciences  
9860 West Saanich Road,  
Sidney, BC, V8L 4B2                      Attention: Lori Stokes

### 7.7.2 Original invoice is to be sent for verification to:

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Public Works and Government Services Canada  
Acquisitions, Marine  
401 - 1230 Government Street  
Victoria, B.C., V8W 3X4 Attention: Andre Godin

## **7.8 Certifications**

### **7.8.1 Compliance**

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

### **7.8.2 Federal Contractors Program for Employment Equity - Default by the Contractor**

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

## **7.9 Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_. (*Insert the name of the province or territory as specified by the Bidder in its bid, if applicable.*)

## **7.10 Priority of Documents**

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

- a. the Articles of Agreement;
- b. the supplemental general conditions 1029, (2010-08-16), Ship Repairs
- c. the general conditions 2030 (2015-09-25) Higher Complexity – Goods, as amended herein;
- e. Annex A, Statement of Work;
- f. Annex B, Basis of Payment;
- g. Annex C, Insurance Requirements;
- h. Annex D, Inspection/Quality Assurance/Quality Control;
- i. Annex E, Project Management Services;
- j. Annex F, Warranty Procedures and Claim Form;
- k. Annex G, Procedures for Processing Unscheduled Work; and
- l. the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*), as amended \_\_\_\_\_ (*insert date(s) of amendment(s) if applicable*)

## **7.11 Defence Contract**

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

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

## 7.12 Insurance 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 **five (5) 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.

## 7.13 Procedures for Design Change or Additional Work

SACC Manual Clause B5007C (2010-01-11) *Procedures for Design Change or Additional Work*  
In addition, refer to Annex G – *Procedure for Processing Unscheduled Work*.

## 7.14 Environmental Protection

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

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

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

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

## 7.15 Trade Qualifications

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

## 7.16 Welding Certification

1. The Contractor must ensure that welding is performed by a welder certified by the Canadian Welding Bureau (CWB) in accordance with the requirements of the following Canadian Standards Association (CSA) standards:
  - a. CSA W47.1-03 (R2008), Certification for Companies for Fusion Welding of Steel (Minimum division level 2.1); and

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b. CSA W47.2-M1987 (R2008), Certification for Companies for Fusion Welding of Aluminum (Minimum division level 2.1).

2. In addition, welding must be done in accordance with the requirements of the applicable drawings and specifications.
3. Before the commencement of any fabrication work, and upon request from the Inspection Authority, the Contractor must provide approved welding procedures and/or a list of welding personnel he intends to use in the performance of the Work. The list must identify the CWB welding procedure qualifications attained by each of the personnel listed and must be accompanied by a copy of each person's current CWB welding certification.

#### **7.17 Sub-contracts and Sub-contractor List**

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

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

#### **7.18 Project Schedule - Contract**

No later than *five (5) Working Days* after contract award, the preliminary schedule must be revised and expanded as necessary and resubmitted before commencement of the Work.

The Contractor must provide a detailed work schedule showing the commencement and completion dates for the Work in the available work period, including realistic target dates for significant events. During the work period the schedule is to be reviewed on an ongoing basis by the Inspection Authority and the Contractor, updated when necessary, and available in the Contractor's office for review by Canada's authorities to determine the progress of the Work.

The schedules must be revised on a pre-defined basis. (The revised schedules must show the effect of progressed work and approved work arisings. Any changes to the dates of the work period in the contract due to unscheduled work will not be accepted except as negotiated in accordance with article 7.13, Procedures for Design Change or Additional Work.

#### **7.19 Meetings**

##### **7.19.1 Pre-Refit Meeting**

A Pre-Refit meeting will be convened and chaired by the Contracting Authority at the Repair facility up to five (5) days before the commencement of the work period.

##### **7.19.2 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.

##### **7.19.3 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

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Inspection Authority on the work completion date to review and sign off the acceptance document, either:

PWGSC-TPSGC 1205 (applicable to repair contracts)

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. The Goods and Services Tax or Harmonized Sales Tax (GST/HST), as appropriate, is to be calculated on this outstanding work hold-back amount and not paid as the work has yet to be completed. At the time that the outstanding work holdback is released, GST/HST will be payable, on the amount of the holdback as it was not included in the previous payments.

2. The form will be distributed by the Contracting Authority as follows:
  - a. original to the Contracting Authority;
  - b. one copy to the Technical Authority;
  - c. one copy to the Contractor.

#### **7.20 ISO 9001:2008 - Quality Management Systems**

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

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

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

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

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

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

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

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

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

#### **7.21 Equipment/Systems: Inspection/Test**

Refer to Annex D for details on equipment and systems inspections and testing requirements.

#### **7.22 Inspection and Test Plan**

The Contractor must, in support of its QCP, implement an approved Inspection and Test Plan (ITP). The Contractor must provide at no additional cost to Canada, all applicable test data, all Contractor technical data, test pieces and samples as may reasonably be required by the Inspection Authority to verify conformance to contract requirements. The Contractor must forward at his expense such technical data, test data, test pieces and samples to such location as the Inspection Authority may direct.

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

#### **7.23 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.

#### **7-24 SACC Manual Clauses**

<b>Reference</b>	<b>Title</b>	<b>Date</b>
A0032C	Vessel Manned Refits	2011-05-16
A0290C	Hazardous Waste - Vessels	2008-05-12
A9047C	Title to Property – Vessel	2008-05-12
A9055C	Scrap and Waste Material	2010-08-16
A9068C	Government Site Regulations	2010-01-11
A0285C	Workers Compensation	2007-05-25
B5007C	Procedures for design change or additional work	2010-01-11

## ANNEX A - STATEMENT OF WORK.

### A.1 NOT USED - Index to the Statement of Work

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

F1782-15C705 Bartlett Alongside Spec r2.docx

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

### A.3 Work Site

The vessel will be located at:  
Institute of Ocean Sciences  
9860 West Saanich Road  
Sidney, BC, V8L 4B2

The work must be conducted at this location.

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**ANNEX B - BASIS OF PAYMENT**

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

**B-1 Contract Price**

<b>a.</b>	<b>Known Work</b> For work as stated in Part 7 Article 1, as specified in Annexes A, D & E and as detailed on the Pricing Data Sheets, <div style="text-align: right;">For a FIRM PRICE of:</div>	
<b>b.</b>	<b>Contract Price</b> <b>Applicable Taxes Excluded [a]</b> <div style="text-align: right;">For a FIRM PRICE of:</div>	

**B-2 Unscheduled Work**

**A. Price Breakdown:**

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

**B. Pro-rated Prices:**

Hours and prices for unscheduled work will be based on comparable historical data applicable to similar work 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.

**C. Payment for Unscheduled Work:**

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

Number of hours (to be negotiated) X \$ \_\_\_\_\_, being the Contractor's firm hourly charge-out labour rate which includes overhead and profit, plus net laid-down cost of materials to which will be added a mark-up of 10 percent, plus Goods and Services Tax or Harmonized Sales Tax, if applicable, calculated at 10 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.

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

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

**B-2.3** The 10% mark-up rate for materials will also apply to subcontracted costs. The mark-up rate includes any allowance for material and subcontract management not allowed for in the

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Chargeout Labour Rate. The Contractor will not be entitled to a separate labour component for the purchase and handling of materials or subcontract administration.

**B-3 Overtime**

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

Payment for authorized overtime will be calculated as follows:

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

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

For double time: \$ \_\_\_\_\_ per hour.

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

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

For double time: \$ \_\_\_\_\_ per hour.

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

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## ANNEX C - INSURANCE REQUIRMENT

### C1 Ship Repairers' Liability Insurance

1. The Contractor **may (See Article C2 Para. 3. below)** 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 the Department of Fisheries and Oceans/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.

### C2 Commercial General Liability

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$10,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability Insurance policy must include the following:
  - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - (c) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - (d) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - (e) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - (f) Employees and, if applicable, Volunteers must be included as Additional Insured.
  - (g) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - (h) Notice of Cancellation: The Insurer will 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.

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- (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.
3. In addition, if the Contractor decides **NOT** to obtain Ship Repairers' Liability Insurance, (**See Article C1**) then the Commercial General Liability Insurance Policy must also include the following:
- (a) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - (b) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - (c) Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.

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## **ANNEX D - INSPECTION/QUALITY ASSURANCE/QUALITY CONTROL**

### **D-1 Inspection and Test Plan (ITP):**

1. The Contractor must prepare an Inspection and Test Plan (ITP) comprising individual inspection and test plans for each specification item of this project, in accordance with the Quality Standard and their Quality Control Plan. The ITP must be submitted to the TA for review and amended by the Contractor to the satisfaction of the TA.
  - a. Each ITP must contain all inspection points identified in the specification, or in the Manufacturers Instructions, highlighting points that must be witnessed by the TA and other "hold" points imposed by the Contractor to ensure the quality of the work.
  - b. Milestone delivery date for the ITP is given in the Contract; however individual ITPs should be forwarded for review as developed.
  
2. Inspection and Test Plan Criteria:  
Inspection criteria, procedures and requirements are stated in the specifications, drawings, technical orders and reference standards invoked by the Specifications. Test and trial documentation is also included or referenced in the Specification. An individual Inspection and Test Plan (ITP) is required for each Specification item.

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

- a. the ship's name;
  - b. the Specification item number;
  - c. equipment/system description and a statement defining the parameter which is being inspected;
  - d. a list of applicable documents referenced or specified in the inspection procedure;
  - e. the inspection, test or trial requirements specified in the Specification;
  - f. the tools and equipment required to accomplish the inspection;
  - g. the environmental conditions under which the inspections are to be conducted and the tolerances on the inspection conditions;
  - h. a detailed step-by step procedure of how each inspection is to be performed, conformance parameters, accept/reject criteria and recording of results, deficiencies found and description of corrective action(s) required;
  - i. name and signature of the person who prepared the plan, date prepared and amendment level; and,
  - j. names and signatures of the persons conducting and witnessing the inspection, test or trial.
3. Contractor Imposed Testing:  
Tests and trials in addition to those given in the Specification must be approved by the TA.

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

#### **D-2 Conduct of Inspection**

1. Inspections must be conducted in accordance with the ITP as approved by the TA..
2. The Contractor must provide their own staff or subcontracted staff to conduct inspections, tests and trials; excepting that Field Service Representative (FSR), TA or Designated Engineering Authority (DEA) personnel may be designated in the specifications, in which case the Contractor must ensure that their own staff is provided in support of such inspection/test/trial.
3. The Contractor must ensure that the required conditions stated in the ITP prevail at the commencement of, and for the duration of, each inspection/test/trial.
4. The Contractor must ensure that personnel required for equipment operation and records taking during the inspection/test/trial are briefed and available at the start and throughout the duration of the inspection/test/trial. Tradesmen or FSRs who may be required to effect minor changes or adjustments in the installation must be available at short notice.
5. The Contractor is to coordinate the activities of all personnel taking part in each inspection/test/trial and ensure that safe conditions prevail throughout the inspection/test/trial.

#### **D-3 Inspection Records and Reports**

1. The Contractor on the inspection record, test or trials sheets as applicable must record the results of each inspection. The Contractor must maintain files of completed inspection records consistent with the Quality Standard and their Quality Plan for this project.
2. The Contractor's QC representative (and the FSR when required) must sign as having witnessed the inspection, test or trial on the inspection record. The Contractor must forward originals of completed inspection records, together with completed test(s) and/or trials sheets to the TA.
3. Unsatisfactory inspection/test/trial results, for which corrective action cannot be completed during the normal course of the inspection/test/trial, will require the Contractor to establish and record the cause of the unsatisfactory condition to the

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satisfaction of the TA. Representatives of Canada may assist in identification where appropriate.

4. Corrective action to remove cause of unsatisfactory inspections must be submitted to the TA in writing by the Contractor, for approval prior to affecting such repairs and rescheduling of the unsatisfactory inspection/test/trial.
5. The Contractor must undertake rectification of defects and deficiencies in the Contractor's installation or repair as soon as practicable. The Contractor is responsible to schedule such repairs at their own risk.
6. The Contractor must reschedule unsatisfactory inspections after any required repairs have been completed.
7. Quality Control, Inspection and Test records that substantiate conformance to the specified requirements, including records of corrective actions, must be retained by the Contractor for three (3) years from the date of completion or termination of the Contract and must be made available to the TA upon request.

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## **ANNEX E - PROJECT MANAGEMENT SERVICES**

### **E-1. Contractor's Project Management Services - Intent**

- a. Job titles used in this Annex are for clarity within this document only. The Contractor is free to choose job titles that suit their organization.
- b. The Contractor, through their Project Management Team, is responsible to discharge the duties and supply the deliverables required in the Contract and the Specifications.
- c. Project Management is considered to encompass the direction and control of such functions as engineering, planning, purchasing, manufacturing, assembly, overhauls, installations and test and trials.

### **E-2. Project Manager**

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

### **E-3. Project Management Team**

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

### **E-4. Reports**

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

### **E-5. Bid Deliverables**

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

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## **ANNEX F - WARRANTY**

### **F-1 Warranty Procedures**

#### **1. Scope**

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

#### **2. Definition**

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

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

#### **3. Warranty Conditions**

- a. General Conditions 2030 (2012-11-19), General Conditions - Higher Complexity - Goods are augmented by clauses incorporated into the subject Contract.
- b. The warranty periods may be stated in more than one part:
  - i. 90 days commencing from the day the PWGSC 1205 Acceptance Document is signed for workmanship provided by the contractor for the refit work specified;
  - ii. 365 days from the date of acceptance for the specified areas of painting;
  - iii. 365 days commencing from the day the PWGSC 1205 Acceptance Document is signed for parts and material provided by the contractor for the refit work specified;
  - iv. Any other specific warranty periods that may be required in the contract or offered by the Contractor.
- c. The foregoing does not cover the disposition of other deficiencies that will be directly related to Technical Authority problem areas of the following nature:
  - i. items becoming unserviceable that were not included in the refit specification;
  - ii. refit specifications or other related documentation requiring amendments or corrections to increase viability; and
  - iii. work performed that is directly related to the Technical Authority.

#### **4. Reporting Failures With Warranty Potential**

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

#### **5. Procedures**

- a. Immediately it becomes known to the Ship's Staff that an equipment/system is performing below accepted standards or has become defective, the procedures for the investigation and reporting are as follows:
  - i. The vessel advises the Technical Authority when a defect, which is considered to be directly associated 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 contractor's representative has had the opportunity to observe the defect. The necessary work is to be undertaken through normal repair methods and costs must be segregated as a possible charge against a contractor by PWGSC action.

## 6. Liability

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

## 7. Alongside Period For Warranty Repairs and Checks

- a. If at all possible, an alongside period for the vessel is to be arranged just before the expiration of the 90 day warranty period. This alongside period is to provide time for warranty repair and check by the contractor.
- 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

Solicitation No. - N° de l'invitation  
F1782-15C705/A  
Client Ref. No. - N° de réf. du client  
F1782-15C705/A

Amd. No. - N° de la modif.  
File No. - N° du dossier  
XLV-4-37282

Buyer ID - Id de l'acheteur  
XLV176  
CCC No./N° CCC - FMS No./N° VME

- 
- 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.

Solicitation No. - N° de l'invitation  
F1782-15C705/A  
Client Ref. No. - N° de réf. du client  
F1782-15C705/A

Amd. No. - N° de la modif.  
File No. - N° du dossier  
XLV-4-37282

Buyer ID - Id de l'acheteur  
XLV176  
CCC No./N° CCC - FMS No./N° VME

## APPENDIX 1 TO ANNEX F - WARRANTY CLAIM FORM



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		<b>Effect on Vessel Operations</b> <b>Effet sur les opérations de navire</b>  Critical    Degraded    Operational    Non-operational Critique    Dégradé    Opérationnel    Non-opérationnel

#### 1. Description of Complaint – Description de plainte

Contact Information – Informations de contact

Name – Nom

Tel. No. - N ° Tél

Signature – Signature

Date

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

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

Solicitation No. - N° de l'invitation  
F1782-15C705/A  
Client Ref. No. - N° de réf. du client  
F1782-15C705/A

Amd. No. - N° de la modif.  
File No. - N° du dossier  
XLV-4-37282

Buyer ID - Id de l'acheteur  
XLV176  
CCC No./N° CCC - FMS No./N° VME

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

Date of Corrective Action - Date de modalité de reprise

Client Name and Signature - Nom et signature de client

Date

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

Signature – Signature

Date

#### 5. Additional Information – Renseignements supplémentaires

Canada

PWGSC-TPSGC

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## ANNEX G - PROCEDURE FOR PROCESSING UNSCHEDULED WORK

### G-1 Purpose

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

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

### G-2 Definitions

- a. An Unscheduled Work Procedure is a contractual procedure whereby changes to the scope of Work under the Contract may be defined, priced and contractually agreed to. Such changes may arise from:
  - i. "Work Arising" from opening up of machinery and/or surveys of equipment and material, or
  - ii. "New Work" not initially specified but required on the Vessel.
- b. The procedure does not allow for the correction of deficiencies in the Contractor's Bid.
- c. The Contractor must not proceed with any unscheduled work without the written authorization of the Contracting Authority except under emergency circumstances described in Sub-Paragraph G-3.1.
- d. 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.
- e. The PWGSC form 1379 is the final summary of the definition of the Unscheduled Work requirement, and the costs negotiated and agreed to.

### G-3 Procedures

1. Emergency measures required to prevent loss or damage to the Vessel which would occur if this procedure were followed, must be taken by the Contractor on its own authority. The responsibility for the cost of such measures will be determined in accordance with the terms and conditions of the Contract.
2. **When Canada requests unscheduled work:**
  - a. The Technical Authority will provide the Contracting Authority with a description of the unscheduled work in sufficient detail to allow the Contractor to provide the following information:
    - i. any impact of the unscheduled work on the requirement of the Contract;
    - ii. a price breakdown of the cost (increase or decrease) associated with the implementation of the unscheduled using the Form PWGSC 1379 Work Arising or New Work.
    - iii. a schedule to implement the unscheduled work and the impact on the contract delivery schedule.
  - b. The Contracting Authority will then forward this information to the Contractor. The Contractor must acknowledge receipt of this information within 2 Business days.
  - c. The Contractor must return the completed form together with all price support, any qualifications, remarks or other information requested to the Contracting Authority for evaluation and negotiation. (This should happen within 5 business days and if this timeframe cannot be met, the Contractor must communicate with the Contracting Authority in writing giving the reason for the delay and an estimated time for completion).

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

- d. The Contractor must provide copies of purchase orders and paid invoices for Subcontracts and/or materials, including stocked items, in either case. The Contractor must provide a minimum of two quotations for Subcontracts or materials. If other than the lowest, or sole source is being recommended for quality and/or delivery considerations, this must be noted. On request to the Contractor, the Contracting Authority must be permitted, to meet with any proposed Subcontractor or material supplier for discussion of the price and always with the Contractor's representative present.
  - e. Once agreement has been reached, the Contracting Authority will electronically distribute the form for signature by all parties in the appropriate signature blocks. (This process should be accomplished within 2 business days). This constitutes the written authorization for the Contractor to proceed with the work, and the Contract will be amended accordingly.
  - f. In the event the negotiation involves a Credit, the PWGSC form 1379 will be noted as "credit" accordingly.
3. **When the Contractor requests unscheduled work:**
- a. The Contractor must electronically provide the Contracting Authority with a request for unscheduled work using an Observation Report Form including 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 the unscheduled work is required, then the procedures detailed in paragraph G-3.2 are to be followed.
  - d. If Canada determines that the unscheduled will not be approved, the Contracting Authority will inform the Contractor.
  - e. In either case, the Observation Report will be completed and returned to the Contractor to confirm the decision in writing.
4. In the event that the Technical Authority requires Unscheduled Work of an urgent nature or an impasse has occurred in negotiations, the commencement of the Unscheduled Work should not be unduly delayed and should be processed as follows, in either case. The Contractor will complete the appropriate PWGSC 1379 form indicating the offered cost and pass it to the Contracting Authority. If the Technical Authority wishes to proceed, the Technical Authority and the Contracting Authority will sign the completed PWGSC form with the notation, "CEILING PRICE SUBJECT TO DOWNWARD ADJUSTMENT", and allocate a Serial Number having the suffix "A". The work will proceed with the understanding that following an audit of the Contractor's actual costs for completing the described work, the cost will be finalized at the ceiling price or lower, if justified by the audit. A new PWGSC form will then be completed with the finalized costs, signed and issued with the same Serial Number without the suffix "A", and bearing a notation that this form is replacing and canceling the form having the same Serial Number with the suffix "A".  
NOTE: PWGSC forms bearing Serial Numbers with a suffix "A" will not to be included in any contract amendments, and therefore no payment will be made until final resolution of the price and incorporation into the contract.

#### **G-4 Amendment to Contract or Formal Agreement**

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

**ANNEX H - FINANCIAL BID PRESENTATION SHEET**

**H-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 Part 1 article 1.2, specified in Annexes A, D and E and detailed in the attached Pricing Data Sheet Annex I, Appendix 1 for a FIRM PRICE of:	\$ _____
<b>b.</b>	<b>Unscheduled Work</b> <i>Labour Cost:</i> Estimated labour hours at a firm <i>Charge-out Labour Rate</i> , including overhead and profit: 200 person hours X \$ _____ per hour for a PRICE of: <b>See articles H-2.1 and H-2.2 below.</b>	\$ _____
<b>c.</b>	<b>EVALUATION PRICE</b> GST/HST Excluded, [a + b]: For an EVALUATION PRICE of :	\$ _____

**H-2 Unscheduled Work**

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

“Number of hours (to be negotiated) X \_\_\_\_\_ your firm hourly *Charge-out Labour Rate* which includes *Overhead* and profit, plus net laid-down cost of materials to which will be added a 10% mark-up, plus 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.”

- H-2.1** 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 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.
- H-2.2** Allowance for *Related Labour Costs* such as: Management, Direct Supervision, Purchasing and Material Handling, Quality Assurance and Reporting, First Aid, Gas Free Inspecting and Reporting, and Estimating will be included as *Overhead* for the purposes of determining the *Charge-out Labour Rate* entered in Table I1 line I1b. above.
- H-2.3** The 10% mark-up rate for materials will also apply to subcontracted costs. The mark-up rate includes any allowance for material and subcontract management not allowed for in the Chargeout Labour Rate. A separate labour component for the purchase and handling of materials or subcontract administration is not allowable.

**H-3 Overtime**

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

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Payment for authorized overtime will be calculated as follows:

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

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

For double time: \$\_\_\_\_\_ per hour.

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

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

For double time: \$\_\_\_\_\_ per hour.

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

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## APPENDIX 1 TO ANNEX H – DETAILED PRICING DATA SHEET

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

PDS\_F1782-15C705 Bartlett Alongside rev 0.xls

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

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**ANNEX I - INFORMATION REQUIRED FOR CODE OF CONDUCT VERIFICATION**

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

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

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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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## ANNEX G - PROCEDURE FOR PROCESSING UNSCHEDULED WORK

### G-1 Purpose

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

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

### G-2 Definitions

- a. An Unscheduled Work Procedure is a contractual procedure whereby changes to the scope of Work under the Contract may be defined, priced and contractually agreed to. Such changes may arise from:
  - i. "Work Arising" from opening up of machinery and/or surveys of equipment and material, or
  - ii. "New Work" not initially specified but required on the Vessel.
- b. The procedure does not allow for the correction of deficiencies in the Contractor's Bid.
- c. The Contractor must not proceed with any unscheduled work without the written authorization of the Contracting Authority except under emergency circumstances described in Sub. Paragraph G-3.1.
- d. 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.
- e. The PWGSC form 1379 is the final summary of the definition of the Unscheduled Work requirement, and the costs negotiated and agreed to.

### G-3 Procedures

1. Emergency measures required to prevent loss or damage to the Vessel which would occur if this procedure were followed, must be taken by the Contractor on its own authority. The responsibility for the cost of such measures will be determined in accordance with the terms and conditions of the Contract.
2. **When Canada requests unscheduled work:**
  - a. The Technical Authority will provide the Contracting Authority with a description of the unscheduled work in sufficient detail to allow the Contractor to provide the following information:
    - i. any impact of the unscheduled work on the requirement of the Contract;
    - ii. a price breakdown of the cost (increase or decrease) associated with the implementation of the unscheduled using the Form PWGSC 1379 Work Arising or New Work.
    - iii. a schedule to implement the unscheduled work and the impact on the contract delivery schedule.
  - b. The Contracting Authority will then forward this information to the Contractor. The Contractor must acknowledge receipt of this information within 2 Business days.
  - c. The Contractor must return the completed form together with all price support, any qualifications, remarks or other information requested to the Contracting Authority for evaluation and negotiation. (This should happen within 5 business days and if this timeframe cannot be met, the Contractor must communicate with the Contracting Authority in writing giving the reason for the delay and an estimated time for completion).

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  - e. Once agreement has been reached, the Contracting Authority will electronically distribute the form for signature by all parties in the appropriate signature blocks. (This process should be accomplished within 2 business days). This constitutes the written authorization for the Contractor to proceed with the work, and the Contract will be amended accordingly.
  - f. In the event the negotiation involves a Credit, the PWGSC form 1379 will be noted as "credit" accordingly.
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  - c. If Canada agrees that the uncheduled work is required, then the procedures detailed in paragraph G-3.2 are to be followed.
  - d. If Canada determines that the uncheduled will not be approved, the Contracting Authority will inform the Contractor.
  - e. In either case, the Observation Report will be completed and returned to the Contractor to confirm the decision in writing.
4. In the event that the Technical Authority requires Unscheduled Work of an urgent nature or an impasse has occurred in negotiations, the commencement of the Unscheduled Work should not be unduly delayed and should be processed as follows, in either case. The Contractor will complete the appropriate PWGSC 1379 form indicating the offered cost and pass it to the Contracting Authority. If the Technical Authority wishes to proceed, the Technical Authority and the Contracting Authority will sign the completed PWGSC form with the notation, "CEILING PRICE SUBJECT TO DOWNWARD ADJUSTMENT", and allocate a Serial Number having the suffix "A". The work will proceed with the understanding that following an audit of the Contractor's actual costs for completing the described work, the cost will be finalized at the ceiling price or lower, if justified by the audit. A new PWGSC form will then be completed with the finalized costs, signed and issued with the same Serial Number without the suffix "A", and bearing a notation that this form is replacing and canceling the form having the same Serial Number with the suffix "A".  
NOTE: PWGSC forms bearing Serial Numbers with a suffix "A" will not to be included in any contract amendments, and therefore no payment will be made until final resolution of the price and incorporation into the contract.

#### **G-4 Amendment to Contract or Formal Agreement**

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