

**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> HMCS Winnipeg -Prep & Paint Foc'sle	
<b>Solicitation No. - N° de l'invitation</b> W3555-168318/A	<b>Date</b> 2015-04-15
<b>Client Reference No. - N° de référence du client</b> W3555-168318	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$XLV-166-6708
<b>File No. - N° de dossier</b> XLV-4-37262 (166)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2015-05-01</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 type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Castle, David G.	<b>Buyer Id - Id de l'acheteur</b> xlv166
<b>Telephone No. - N° de téléphone</b> (250) 363-0110 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> NATIONAL DEFENCE 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/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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Solicitation No. - N° de l'invitation

W3555-168318/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

xl166

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

W3555-168318

File No. - N° du dossier

XLV-4-37262

CCC No./N° CCC - FMS No/ N° VME

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**TITLE: HMCS WINNIPEG – EXTERIOR NON-SLIP DECKS**

**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:
  - a. The Department of National defense and the Canadian Armed Forces (DND) requires Painting and Preservation work to be carried out on board the HMCS Winnipeg in accordance with the Statement of Work attached at Annex A and other requirements described in Annex D.
  - b. To carry out any approved unscheduled work not covered in paragraph a. above.

For specifications, drawings, test sheets, annexes and appendices, bidders must contact the Contracting Authority identified in the bid solicitation.
2. There is a security requirement associated with this Statement of Work. For additional information, see Part 7 - Resulting Contract Clauses, Article 3.
3. The sourcing strategy related to this work will be limited to suppliers in Western Canada in accordance with Shipbuilding, Refit, Repair and Modernization Policy (1996-12-19), *subject to the Agreement on Internal Trade*. The work is exempt from the North American Free Trade Agreement (NAFTA), see Chapter Ten Annex 1001.2b Paragraph 1, and the World Trade Organization Agreement on Government Procurement (WTO-AGP), see Annex 4.
4. The proposed work period is:  
25 May to 26 June 2015

## 5. 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.

## 6. Code of Conduct

Bidders must provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2003 and 2004.

### 1-3 Debriefings

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

## PART 2 - BIDDER INSTRUCTIONS

### 2-1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual*(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada. Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 2014-09-25 Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### 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 - Solicitation Period

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer.



Technical enquiries that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

## **2-4 Applicable Laws**

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

## **2-5 Bidders' Conference**

[A bidders conference will be held at Canadian Forces Base Esquimalt on the 17 April 2015. The conference will begin at 09:00 local time.](#)

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.

For security reasons Bidders must contact the Contracting Authority before the conference to confirm attendance. Bidders must provide, in writing, the names of the person(s) who will be attending and a list of issues they wish to table at least 3 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 (Questions and Answers). Bidders who do not attend will not be precluded from submitting a bid.

## **2-6 Optional Site Visit - Vessel**

Arrangements have been made for a viewing of the vessel. The viewing will take place immediately following the Bidder's Conference.

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## PART 3 - BID PREPARATION INSTRUCTIONS

### 3-1 Bid Preparation Instructions

#### 3-1.1 Canada requests that bidders provide their bid in separately bound sections as follows:

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

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

Canada requests bidders to 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; and
- c. include the certifications as a separate section of the bid.

To assist Canada in reaching its objectives, bidders are encouraged to:

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

#### Section I: 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.

#### Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet Annex F.

#### Exchange Rate Fluctuation

C3011T 2013-11-16 Exchange Rate Fluctuation

#### Section III: Certification Requirements

Bidders must submit the certifications required under Part 5.

### 3-2 Tables of Deliverable Requirements

#### 3-2.1 Mandatory Deliverable Requirements

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

Item	Description	Completed and Attached
1	<b><u>Invitation To Tender</u> document part 1 page 1 completed and signed;</b>	
2	<b><u>Completed Annex F Financial Bid Presentation Sheet</u></b>	
3	<b>Equipment price list as per F-4(1)</b>	
4	<b>Labour rate price breakdown as per F-4(2)</b>	
5	<b>Know Work price breakdown as per F-4(3)</b>	
6	<b>Pricing Data Sheet as per F-5</b>	

#### 3-2.2 Supporting Deliverable Requirements

If the following information which supports the bid is not submitted with the Bid; it will be requested by the Contracting Authority, from the bidder, and it must be provided within 24 hours of the written request:

Item	Description	Completed and Attached	To be forwarded if requested by the CA
1	Changes to Applicable Laws (if any) as per article 2-4		
2	Subcontractor List (if any) as per article 6-15		
3	Proof of good standing with Worker's Compensation Board as per article 6-6		
4	Proof of valid Labour Agreement or similar instrument covering the work period as per article 6-8		
5	Preliminary Work Schedule as per article 6-9		
6	ISO Registration Certificate or Quality Assurance Documentation, as per article 6-11.1		
7	List of Directors (or owners) of the bidder provided as per 5-1.1, Integrity Provisions. See form Annex G		

### 3-3.3 Supplementary Deliverable Requirements

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
1	Examples of quality and inspections plans, as per article 6-11		
2	Financial Statements and information, as per article 6-2.2		
3	Examples of work schedules, tracking and reporting, as per article 6-9		
4	Details of environmental emergency response plans and waste management procedures, as per article 6-12		
5	Details of formal environmental training undertaken by employees, as per article 6-12		
6	Either proof of insurance coverage as required by article 7-12 or the letter as per article 6-13.		

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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.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **4-1.2. Financial Evaluation**

- 1) The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, Canadian customs duties and excise taxes included.

- 2) **Unscheduled Work and Evaluation Price**

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

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

#### **4-2. Basis of Selection**

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

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## 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 Required Precedent to Contract Award

#### 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 2004. 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 Requirement

There is a security requirement associated with this Statement of Work. For additional information, see Part 7 - Resulting Contract Clauses, Article 3.

### 6-2 Financial

#### 6-2.1 NOT USED - Contract Financial Security

#### 6-2.2 Financial Capability

SACC Manual Clause A9033T Financial Capability 2012-07-16

#### 6-3 NOT USED - Accommodation

#### 6-4 NOT USED - Parking

#### 6-5 NOT USED - Material and Supply Support

### 6-6 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 [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.

### 6-7 Welding Certification

See 7.21

### 6-8 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.

### 6-9 Project Schedule

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

## **6-10 NOT USED - Safety Measures For Fueling and Disembarking Fuel**

### **6-11 Quality Assurance and Inspection**

#### **6-11.1 ISO 9001:2008 - Quality Management Systems**

Before contract award and within **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 Quality Assurance Authority before award of a contract.

#### **6-11.2 NOT USED - Quality Plan - Solicitation**

#### **6-11.3 Inspection and Test Plan**

Before contract award and within **five (5)** working days of written notification by the Contracting Authority the Bidder may be required to provide an example of its Inspection Plan.

### **6-12 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.

### **6-13 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 the Bidder must provide, the information within **five (5)** working days of written notification from the Contracting Authority. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

## **6-14 NOT USED Controlled Goods Program**



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**6-15 List of Proposed Sub-contractors**

If the bid includes the use of subcontractors, the Bidder agrees, upon 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 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 \$2000.00.

**6-16 NOT USED - Vessel Refit, Repair and Docking - Cost**

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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.

### 1 Statement of Work

The Contractor must:

- a. The Department of National Defence (DND) requires Painting and Preservation work to be carried out on board the HMCS WINNIPEG in accordance with the Statement of Work attached at Annex A and other requirements described in Annex D.
- b. Carry out any approved unscheduled work not covered in the above paragraph.

### 2 Standard Clauses and Conditions

#### 2.1 General Conditions

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

**Section 22 of 2030 General Conditions Higher Complexity Goods, is hereby deleted in its entirety and the following is inserted in place thereof:**

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;

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- 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.

**Section 26 of 2030 (2008-05-12) General Conditions Higher Complexity Goods, is hereby deleted in its entirety and the following is inserted in place thereof:**

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.

## **2.2 Supplemental General Conditions**

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

## **3 Security Requirement**

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 authority and the Technical Authority reserve the right to direct that the Contractor's personnel possess a valid security clearance, at an appropriate level.

## **4 Period of Contract**

### **4.1 Work Period - Marine**

1. Work must commence and be completed as follows:  
25 May – 26 June 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.

## **5 Authorities**

### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Dave Castle  
Supply Specialist  
Public Works and Government Services Canada  
Pacific Region, Acquisitions, Marine  
401, 123 Government Street,  
Victoria, B.C., V8W 3X4  
Telephone: 250-363-0110 Facsimile: 250-363-3960  
E-mail address: david.castle@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.

### **5.2 Technical Authority**

**(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.

### **5.3 Inspection Authority**

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

The Inspection Authority may designate, and be represented by, an Inspector (TI), Quality Assurance Representative (QAR) or Designated Engineering Authority (DEA).

### **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 contractual matters:

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

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

## **6 Payment**

### **6.1 Basis of Payment - Firm Price . Firm Unit Price(s) or Firm Lot Price (s)**

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

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

### **6.2 Progress Payments**

- (1). Canada will make progress payments in accordance with the payment provisions of the Contract, no more than once a month, for cost incurred in the performance of the Work up to 90 percent of the amount claimed and approved by Canada if:
  - a. an accurate and complete claim for payment using form PWGSC-TPSGC 1111 and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract.
  - b. the amount claimed is in accordance with the basis of payment;
  - c. the total amount for all progress payments paid by Canada does not exceed 90 percent of the total amount to be paid under the Contract;
  - d. all certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives.
- (2) The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted.
- (3) Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the rights to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

### **6.3 NOT USED - Warranty Holdback**

### **6.4 SACC Manual Clauses**

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C0711C	Time Verification	2008-05-12
H4500C	Lien -Section 427 of the Bank Act	2010-01-11

## **7 Invoicing**

**7.1** The Contractor must submit invoices in accordance with the section of the General Conditions titled "Invoice Submission".

### **7.2 Invoices are to be made out to:**

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

**A copy of invoices shall to be forwarded for information to:**

Public Works and Government Services Canada

Pacific Region

Acquisition, Marine

401-1230 Government Street

Victoria, B.C. V8W 3X4 Attention: **David Castle**

### **7.3 Invoicing Instructions - Progress Payment Claims**

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

Each claim must show:

- a. all information required on form PWGSC-TPSGC 1111;
- b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions.

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

## **8 Certifications**

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

## **9 Applicable Laws**

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

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

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**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, 2011-05-16, Higher Complexity - Goods as modified in Annex E;
- d. Annex A, Statement of Work;
- e. Annex B, Basis of Payment;
- f. Annex C, Insurance Requirements;
- g. Annex D, Inspection/Quality Assurance/Quality Control;
- h. Annex E, Warranty;
- i. the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*), as amended \_\_\_\_\_ (*insert date(s) of amendment(s) if applicable*)

**11 Defence Contract**

SACC Manual Clause A9006C Defence Contract

2008-05-12

**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 will not release the Contractor from or reduce its liability under the Contract.

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

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

**13 NOT USED - Financial Security**

**14 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 Quality Assurance Authority on pertinent stages of work to permit inspection when considered necessary by the Quality Assurance Authority.

**15 Project Schedule**

No later than three (3) **Working Days** after contract award, the preliminary schedule must be revised and expanded as necessary and resubmitted before commencement of the Work. The Contractor must provide a detailed work schedule.

**16 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.

**17 NOT USED - Loan of Equipment - Marine**

**18 Trade Qualifications**

The Contractor must use qualified, certificated (if applicable) and competent tradespeople and supervision to ensure a uniform high level of workmanship. The Quality Assurance 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.

**19 NOT USED - Material and Supply Support**

**20 Quality Assurance and Inspection**

**20.1 ISO 9001:2008 - Quality Management Systems**

In the performance of the Work described herein, 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 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.

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

The Contractor must provide the Quality Assurance Representative (QAR) with the accommodation and facilities required for the proper accomplishment of GQA and must provide any assistance required by the QAR for evaluation, verification, validation, documentation or release of product.

The QAR 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 QAR 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 QAR the equipment necessary for all validation purposes. Contractor personnel must be made available for operation of such equipment as required.

When the QAR 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 QAR, together with relevant technical data as the QAR may request.

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

**20.2 NOT USED - Quality Plan**

**20.3 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 QAR 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 Quality Assurance Authority may direct.

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

**20.4 Equipment/Systems: Inspection/Test**

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

**21 Welding Certification**

1. The Contractor must ensure that welding is performed by a welder certified by the Canadian Welding Bureau (CWB) in accordance with the requirements of the following Canadian Standards Association (CSA) standards:
  - a. CSA W47.1-03 (R2008), Certification for Companies for Fusion Welding of Steel (Minimum division level 2.1); and,
  - b. CSA W47.2-M1987 (R2008), Certification for Companies for Fusion Welding of Aluminum (Minimum division level 2.1).

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

## **22 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 Quality Assurance Representative, 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.

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

SACC Manual Clause B5007C Procedures for Design Change or Additional Work  
2010-01-11

## **24 Vessel Manned Refits**

1. The vessel will be manned during the work period and will be considered to be in commission. The vessel during that period will remain in the care or custody of Canada and under its control.
2. Fire fighting equipment must be readily accessible and made available by the Contractor should a fire emergency arise. The Contractor must take adequate precautions when burning or welding is carried out in compartments or other confined areas of the vessel.

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## **25 Meetings**

### **25.1 Pre-Refit Meeting**

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

### **25.2 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 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. *(Derived from - Provenant de: B9035C, 2008-05-12)*

### **25.3 Outstanding Work and Acceptance**

The acceptance of vessels must be in accordance with the procedures of CFTO C-03-005-012/AM-001, Part 13, using form CF 1148, Report of Inspection, and, as applicable, form CF 702, Acceptance, of Canadian Forces.

The Quality Assurance 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 Contracting Authority on the work completion date to review and sign off the Acceptance Document. 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 completion of the Work. Applicable Taxes will be calculated on this outstanding work holdback amount and paid at the time that the outstanding work holdback is released.

The Contractor must complete the form CF 702, Acceptance, in three copies, which 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.

## **26 Licensing**

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

## **27 Hazardous Waste**

SACC Manual Clause A0290C Hazardous Waste - Vessels

2008-05-12

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**28 Canadian Forces Site Regulations**

The Contractor must comply with all standing orders or other regulations, instructions and directives in force on the site where the Work is performed.

**29 Scrap and Waste Material**

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

**30 Title to Property - Vessel**

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

**31 Workers Compensation**

SACC Manual Clause A0285C Workers Compensation 2007-05-25

**32 Jurisdictions HMC Dockyard**

When the Contractor performs work in the Canadian Forces Base (CFB) Esquimalt Dockyard, that is usually performed by employees of the Ship Repair Group, such work must normally be performed in accordance with the methods, practices, or work distribution prevailing at the said Dockyard which takes into consideration the trade jurisdictional limitations of the Federal Government Dockyards Trades and Labour Council (Victoria) affiliates.

Should there be a need for any work permit, this requirement must be borne by the Contractor or subcontractor. In this instance, the work permit will be ten dollars (\$10) per worker per week and will be paid only when the workers of the outside Contractor or subcontractor do not belong to the same unions affiliated with the Federal Government Dockyards Trades and Labour Council (Victoria).

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## **ANNEX A - STATEMENT OF WORK**

The entire Statement of Work is contained in electronic document entitled as follows:

### **A1. EXTERIOR NON-SLIP DECK – FOC’SLE DECK**

**To obtain a full copy of the Statement of Work, Bidders must request the documents in writing from the Contracting Authority in Article 5.1.**

## ANNEX B - BASIS OF PAYMENT

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

### B1 Contract Price

<b>a.</b>	<b>Known Work</b> For work as stated in the Contract Article 1, and as specified in Annexes A and D, for a FIRM PRICE of:	\$ _____ X _____
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The "Total Estimated Cost" given on Page 1 of this Contract includes an estimate of the taxes which may be applicable [refer to the General Conditions].

### B2 Unscheduled Work

1. Price Breakdown:

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

2. Pro-rated Prices:

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

3. Payment for Unscheduled Work:

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

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

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

**B2.1** Notwithstanding definitions or usage elsewhere in this document, or in the Contractor's Cost Management System, when negotiating *Hours* for unscheduled work, PWGSC will consider only those hours of labour directly involved in the production of the subject work package. Elements of *Related Labour Costs* identified in B2.2, will not be negotiated, but will be compensated for in accordance with B2.2.

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

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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.

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

**B3 Overtime**

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; and, or 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 REQUIREMENTS

### C1 Ship Repairers' Liability Insurance

1. The Contractor must obtain Ship Repairer's Liability Insurance and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$10,000,000 per accident or occurrence. ***(For annual and maximum liabilities see article 7.11.2 of the Contract.)***
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 the Department of National Defence and 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 National Defence 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 ***(For annual and maximum liabilities see article 7.11.2 of the Contract.)***
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 the Department of National Defence and Public Works and Government Services Canada.

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- b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - d. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - e. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - f. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - g. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - h. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - i. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - j. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - k. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
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:**

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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 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.

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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.

#### **D-4 NOT USED - Provisional Acceptance Certificate**

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## ANNEX E - WARRANTY

### **E1 2030 (2010-08-16) General Conditions Higher Complexity Goods, are hereby amended as follows:**

Delete Section 2030 22 (2008-05-12) Warranty and Insert the following:

1. At the discretion of the Minister, the Contractor will replace or make good at its own expense any finished work, excluding Government Issue incorporated therein, which becomes defective or which fails to conform to contract requirements as a result of faulty or inefficient manufacture, material or workmanship.
2. Notwithstanding prior acceptance of the finished work, and without restricting any other term of the Contract or any condition, warranty or provision implied or imposed by law, the Contractor hereby warrants that the following must be free from all defects and must 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 supplied or held by the Contractor which exceed the periods indicated above.

## **E2 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 their 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 their product is extended for a specific period of time beyond the date at which the title to the product passes to the buyer.”

### **3. Warranty Conditions**

- a. General Conditions 2030, General Conditions - 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 CF-1148 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 CF-1148 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 DND 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 is directly related to DND or DND agencies.

### **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. Since the QAR has the closest and most active involvement of the contracted work completed, this agency must assume this role.

## 5. Procedures

- a. Immediately it becomes known to the 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 MARCOM, MARPAC, FDU, RTU, CANCOMTRAINRON, QHM, as appropriate when a defect, which is considered to be directly associated the refit work, has occurred.
- ii. On review of the CF-1148 and the PMRS, the appropriate authority in consort with ships engineer (as applicable) is to complete the Tombstone Data and section 1 of the Warranty Claim Form (Copy attached as appendix 1 to Annex E) and forward the original to the appropriate QAR for review. The QAR checks the claim, and if deemed justified in accordance with the warranty conditions and refit specifications, actions the form, and forwards it to the pertinent contractor with information copies to NDHQ, FMF PLO, and the PWGSC Contracting Authority. If the QAR is unable to support warranty action, the Defect Claim Form is to be returned to the originator with a brief justification. (It is to be noted that in the latter instance NDHQ does not intend to enter into any arbitration between the originator and the QAR. Authority for the QAR to administer the refit on behalf of NDHQ prevails in respect to decision on the validity of possible warranty items.)

If a potential warranty defect is of an urgent nature, e.g., near the end of the warranty period, SHIP, FDU, RTU, CANCOMTRAINRON, QHM, as appropriate, is to advise the QAR by message, followed by submission of the Warranty Defect Claim Form.

- iii. Assuming the Contractor accepts full responsibility for repair, the Contractor completes Sections 2 & 3 of the Claim Form, returns it to the QAR involved who confirms corrective action has been completed, and distributes the form to NDHQ, FMF/PLO, originator, 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 Section 2 of the Claim Form with the appropriate information and forward it to the QAR who will distribute copies as necessary.



- c. When a warranty defect claim is disputed by the Contractor, the SHIP, FDU, RTU, CANCOMTRAINRON, QHM, as appropriate, may arrange to correct the defect by FMF through the normal work order routine. FMF costs must be segregated 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 QAR, who will forward the warranty defect claim to the PWGSC Contracting Authority for action, with a copy to NDHQ for information. 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 FMF channels and costs must be segregated as a possible charge against a contractor by PWGSC action.

## **6. Liability**

- a. Agreement between the QAR 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. DND accepts full responsibility for repair and overhaul of item concerned; or
  - iii. The contractor and DND 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 Para 5c, PWGSC will take necessary action with the contractor while the QAR informs NDHQ including pertinent data and recommendations.
- c. It will be appreciated that the total cost of processing warranty claims must include accommodation and travel costs of the contractor's employees as well as equipment/systems down time and operational constraints. Accordingly, where the cost in manhours and material is readily identifiable as less than \$10,000 dollars and an operational requirement precludes delaying corrective action, the repair will be undertaken using DND resources regardless of responsibility at no cost to the contractor. The above situation is the only juncture at which DND will normally waive contractor responsibility.
- d. In the following instances, warranty outlined in Para 5.a.ii will be followed:

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- i. Warranty items under 10,000 dollars that can be delayed and accumulated;
  - ii. Warranty items exceeding 10,000 dollars requiring immediate attention due to operational commitments; and
  - iii. Warranty items over 10,000 dollars that can be delayed.

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

- a. If at all possible, an alongside period for the vessel is to be arranged just prior to 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 the Crown for painting and preservation of the underwater section of the hull, divided by 365 days and multiplied by the number of days remaining in the 365 day warranty period. The resultant would represent the ‘Dollar Credit’ due to the Crown from the Contractor.”
- c. The Underwater paint system, prior to expiration of the warranty is to be checked by divers. SHIP, FDU, RTU, CANCOMTRAINRON, QHM, as appropriate, is to arrange.

Solicitation No. - N° de l'invitation  
W3555-157730/A  
Client Ref. No. - N° de réf. du client  
W3555-157730

Amd. No. - N° de la modif.  
File No. - N° du dossier  
XLV-4-37068

Buyer ID - Id de l'acheteur  
xlvl51  
CCC No./N° CCC - FMS No/ N° VME

## APPENDIX 1 to ANNEX E



Travaux publics et Services  
gouvernementaux Canada  
Public Works and Government  
Services Canada

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

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

Contact Information – l'information de contact

Name – Nom

Tel. No. - N ° Tél

Signature – Signature

Date

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

Solicitation No. - N° de l'invitation  
W3555-157730/A  
Client Ref. No. - N° de réf. du client  
W3555-157730

Amd. No. - N° de la modif.  
File No. - N° du dossier  
XLV-4-37068

Buyer ID - Id de l'acheteur  
xlv151  
CCC No./N° CCC - FMS No/ N° VME

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

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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

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Signature – Signature

Date

### 5. Additional Information – Renseignements supplémentaires

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Canada

PWGSC-TF

## ANNEX F - FINANCIAL BID PRESENTATION SHEET

### F-1 Evaluation of Price

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, Canadian customs duties and excise taxes included.

<b>a-0</b>	<b>Known Work</b> For all required work as stated at Article 1.a of Part 7, except as detailed below:	\$ _____
<b>a-1</b>	<b>Known Work</b> EXTERIOR NON-SLIP DECK – FOC'SLE	\$ _____
<b>A</b>	<b>Known Work Sub-Total</b> Sum of all above for a <b>FIRM PRICE</b> of:	\$ _____
<b>b-0</b>	<b>Unscheduled Work – Labour Rate</b> Firm hourly charge-out <i>Labour Rate</i> including overhead and profit, as defined at Articles F-2 thru F2.3: \$ _____ per hour	
<b>B</b>	<b>Unscheduled Work – Labour Cost</b> Estimated labour cost for 100 person hours calculated at the firm hourly charge-out <i>Labour Rate</i> stated at b-0 above:	\$ _____
<b>C.</b>	<b>EVALUATION PRICE</b> Known Work plus Unscheduled Work [ A + B ] For an <b>EVALUATION PRICE</b> of :	\$ _____

### F-2 Unscheduled Work – Labour Rate

Payment for Unscheduled Work:

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

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

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.

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

Elements of *Related Labour Costs* identified in F-2.2 will not be negotiated, but will be compensated for in accordance with F-2.2 It is therefore incumbent upon the Bidder to

enter values in the above table which will result in fair compensation, regardless of the structure of their Cost Management System.

**F-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 line F-1b above.

**F-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.

**F-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; and, 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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**F-4 Price Breakdown – Known Work**

Further to Section 06, “Price Justification”, of the 2004 2014-06-26 Standard Instructions - Goods or Services - Competitive Requirements, incorporated by reference above, the bidder must provide the following with their bid:

- (1) Current pricelist for the provision of Equipment to be charged hourly. This pricelist must indicate the full charge-out-rate, including markup, for the indicated equipment.
- (2) Price breakdown for the charge-out-labour rate(s) applicable to the known work, for example:
  - a. Average labour direct employment cost
  - b. Allowance for employment benefits, vacation, holidays & employment taxes
  - c. Allowance for general overhead
  - d. Allowance for unscheduled shop materials (if any)
  - e. Profit

Bidder may complete and submit the attached table (Appendix 1 to this Annex) or provide their own format.

- (3) Price breakdown for the Known Work, indicating the following for each main specification item:
    - a. Labour hours and cost including profit [as stated at F-4(2)e]
    - b. Material cost including 10% markup
    - c. Subcontract cost including 10% markup
    - d. Equipment cost including markup [as per price list at F-4(1)]
- Bidder may complete and submit the attached table (Appendix 1 to this Annex) or provide their own format.

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## ANNEX "G" 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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