

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada
1713 Bedford Row
Halifax, N.S./Halifax, (N.É.)
B3J 1T3
Bid Fax: (902) 496-5016

Revision to a Request for a Standing Offer
Révision à une demande d'offre à commandes
National Master Standing Offer (NMSO)
Offre à commandes principale et nationale (OCPN)

The referenced document is hereby revised; unless
otherwise indicated, all other terms and conditions of the
Offer remain the same.

Ce document est par la présente révisé; sauf indication
contraire, les modalités de l'offre demeurent les mêmes.

Comments - Commentaires

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

Issuing Office - Bureau de distribution
Atlantic Region Acquisitions/Région de l'Atlantique
Acquisitions
1713 Bedford Row
Halifax, N.S./Halifax, (N.É.)
B3J 3C9
Nova Scot

Title - Sujet Repair/Renew Internal Tiled Decks	
Solicitation No. - N° de l'invitation W3554-166141/A	Date 2015-08-11
Client Reference No. - N° de référence du client W3554-166141	Amendment No. - N° modif. 002
File No. - N° de dossier HAL-5-75070 (309)	CCC No./N° CCC - FMS No./N° VME
GETS Reference No. - N° de référence de SEAG PW-\$HAL-309-9576	
Date of Original Request for Standing Offer Date de la demande de l'offre à commandes originale 2015-07-30	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-08-18	
Address Enquiries to: - Adresser toutes questions à: MacNeil, Blaine A.	Buyer Id - Id de l'acheteur hal309
Telephone No. - N° de téléphone (902) 496-5180 ()	FAX No. - N° de FAX (902) 496-5016
Delivery Required - Livraison exigée	
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	
Security - Sécurité This revision does not change the security requirements of the Offer. Cette révision ne change pas les besoins en matière de sécurité de la présente offre.	

Instructions: See Herein

Instructions: Voir aux présentes

Acknowledgement copy required	Yes - Oui	No - Non
Accusé de réception requis	<input type="checkbox"/>	<input type="checkbox"/>
The Offeror hereby acknowledges this revision to its Offer. Le proposant constate, par la présente, cette révision à son offre.		
Signature	Date	
Name and title of person authorized to sign on behalf of offeror. (type or print) Nom et titre de la personne autorisée à signer au nom du proposant. (taper ou écrire en caractères d'imprimerie)		
For the Minister - Pour le Ministre		

Solicitation No. - N° de l'invitation

W3554-166141/A

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

W3554-166141

Amd. No. - N° de la modif.

002

File No. - N° du dossier

HAL-5-75070

Buyer ID - Id de l'acheteur

hal309

CCC No./N° CCC - FMS No/ N° VME

Amendment #2

1. Please note that the solicitation documents are deleted in their entirety (33 pages) and replaced with the pages below. The attachments on buyandsell.gc.ca remain unchanged.

2. It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at DND FMF Cape Scott, Halifax Dockyard on August 13, 2015. The site visit will begin at 10 a.m.

Bidders are requested to communicate with Ron Olsen 902-427-2970 as soon as possible to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

All other terms and conditions remain unchanged.



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Halifax, N.S./Halifax, (N.É.)
B3J 1T3
Bid Fax: (902) 496-5016

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Proposal To: Public Works and Government
Services Canada

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

Proposition aux: Travaux Publics et Services
Gouvernementaux Canada

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

Comments - Commentaires

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

Issuing Office - Bureau de distribution
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Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-08-18	
Time Zone Fuseau horaire Atlantic Daylight Saving Time ADT	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: MacNeil, Blaine A.	Buyer Id - Id de l'acheteur hal309
Telephone No. - N° de téléphone (902)496-5180 ()	FAX No. - N° de FAX (902)496-5016
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE FMF CAPE SCOTT HMC DOCKYARD BLDG D200 DOOR 13 HALIFAX NOVA SCOTIA B3K5X5 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

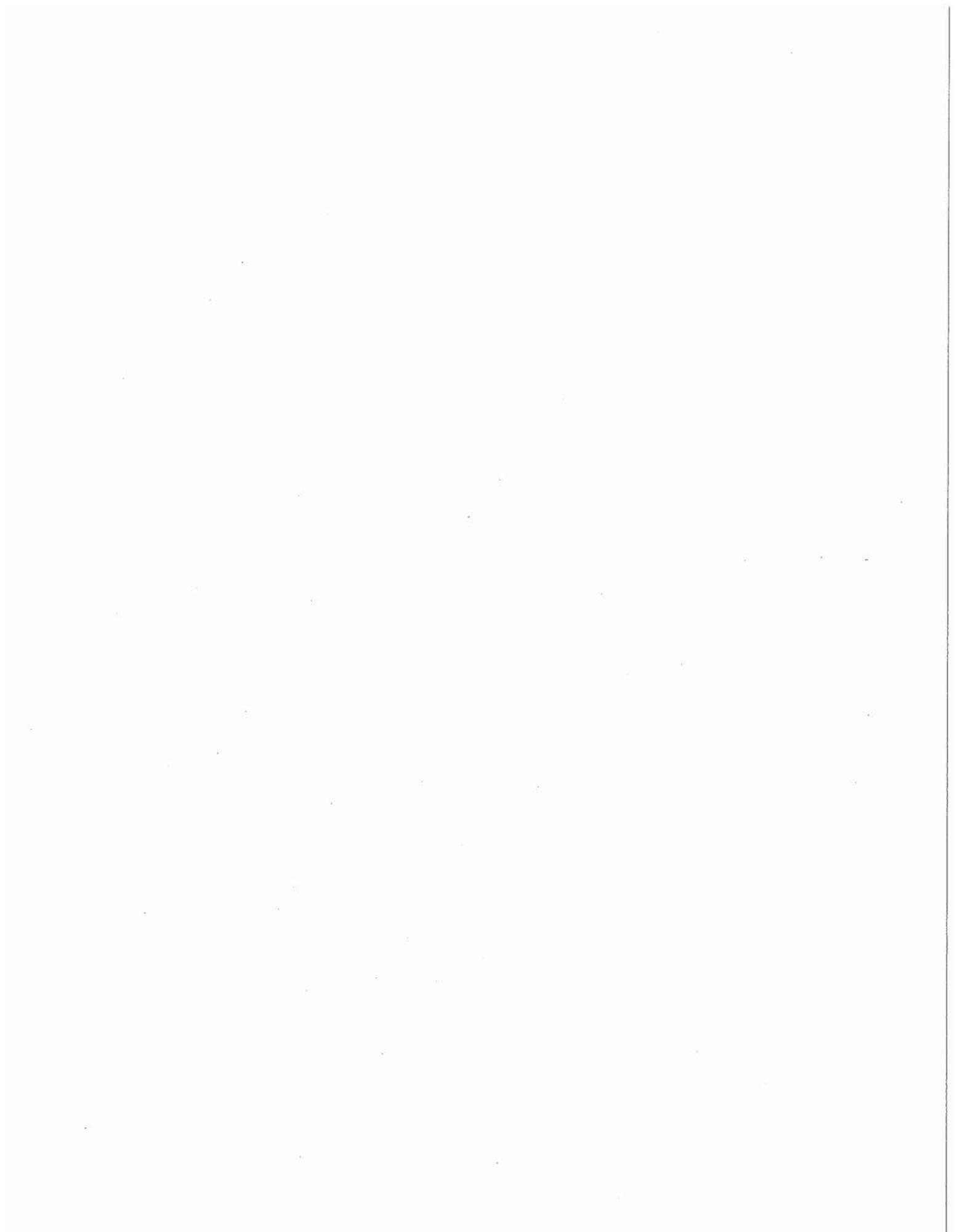


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LIST OF ANNEXES:

Annex A Statement of Work

Annex B Basis of Payment

Annex C Insurance Requirements

Annex D Bid Submission Schedule 1 AND Bid Submission Schedule 2

Annex E Security Requirements Check List

Annex F Statement of Contractor Requirements

Annex G Hull Survey Report

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

1. At the date of bid closing, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. For additional information on security requirements, bidders should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

1.2 Statement of Work

To provide for all necessary labour, materials, tools, and equipment to carry out flooring of interior decks onboard H.M.C.S. St. John's in accordance with Annex A.

This work will be carried out for the Department of National Defence, Fleet Maintenance Facility Cape Scott, HMC Dockyard, Halifax, Nova Scotia.

All work must be completed as scheduled in Annex A. The Bidder agrees through submission of its response to the bid solicitation that the above time frame provides an adequate period to perform the subject work and absorb a reasonable amount of unscheduled work; and further, that they have sufficient material and human resources allocated or available to complete the subject work and a reasonable amount of unscheduled work within the Work period.

There is a security requirement associated with this requirement. For additional information, see Part 6, Security Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. Bidders should consult the "security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html3a31>)

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

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.

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 (2015-07-03) 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 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

2.4 Enquiries - Bid Solicitation

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 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.

2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Nova Scotia.

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.

2.6 Site Visit

The vessel will be made available for viewing TBD. Bidders are requested to contact the Contracting Authority to view.

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 (2 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard 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.

Section I: Technical Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

3.2 SACC Manual Clauses

C0417T Unscheduled Work and Evaluation Price (2008-05-12)

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

a) The contractor shall provide, as part of the bid submission, a letter of submission clearly indicating the contractor's experience in the marine/industrial flooring sector. Submission is to include the experience of the contractor's personnel, training and formal courses taken. Personnel qualifications are to include at least one NACE certified member on staff and a minimum NACE Level 2 on-site.

b) Bidders shall provide detailed examples, (minimum of 3), of the firms experience in providing flooring Services onboard Ships, Submarines, or Auxiliary vessels, in the last four (4) years, (each examples must be greater than \$25,000 in total value).

c) Names and proof of required qualifications and experience of one NACE 2 qualified supervisor who will be employed onsite for the duration of this contract.

d) Copy of the required security clearance for all personnel that the contractor intends to employ against the standing offer must be provided with bid submission.

4.1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination,

Canadian customs duties and excise taxes included.

4.2 Basis of Selection

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

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 Certification Required With the Bid

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

5.1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed Declaration Form (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

5.2. 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 provided will render the bid non-responsive.

5.2.1 Integrity Provisions – List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of contract award.

5.3. Additional Certifications Precedent to Contract Award

5.3.1 Safety Plan - Confined Space Entry and Rescue

The bidder must submit a Safety Plan for confined space Entry and Rescue. The

Safety Plan must be in accordance with Canadian Labour Code Part 4.

5.3.2 Worker's Compensation - Letter of Good Standing

It is mandatory that the Bidder has an account in good standing with the Provincial Workers Compensation Board/Commission.

Before contract award and within 24 hours of written notification by the Contracting authority the successful bidder must submit a certificate or Letter of Good Standing from the applicable Worker's Compensation Board/Commission. Failure to provide this information will render the bid as non-responsive.

5.3.3 Valid Labor Agreement

If the Bidder has a labour agreement, or other suitable instrument, in place with the unionized labour or workforce, it must be valid for the proposed period of any resulting contract. Before contract award the successful Bidder must provide evidence of that agreement.

5.3.4 ISO 9001:2008 Quality Management Systems

Before contract award and within 24 hours of written notification by the Contracting Authority the successful 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.

5.3.5 Environmental Protection

Before contract award and within 24 hours of written notification by the Contracting Authority, the successful Bidder must submit details of its environmental emergency response plans, waste management procedures and/or formal environmental training undertaken by its employees.

5.3.6 Insurance Requirements

The Bidder must provide, within five (5) working days of written notification from the Contracting Authority, 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 and will be insured in accordance with the Insurance Requirements specified in Annex "C".

5.3.7 Statement of Contractors Requirements.

The successful bidder shall adhere to all quality, environmental and safety requirements established in the SOCR found at ANNEX F of this requisition when performing all specified work herein. Specific attention is given to the requirement to adhere to all environmental legislation including but not limited to Material Safety data Sheets, product labelling, placarding of storage bins/containers, and containment of stored hazardous products.

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid **Designated Organization Screening (DOS)**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. This contract includes access to **controlled goods**. Prior to access, the contractor must be registered in the Controlled Goods Program of Public Works and Government Services Canada.
3. The Contractor/Offeror personnel requiring access to sensitive work site(s) must **EACH** hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC. Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by the CISD, PWGSC, the Contractor personnel **MAY NOT ENTER** sites without **an escort**.
4. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex E;
 - (b) Industrial Security Manual (Latest Edition).

6.2 Statement of Work

The Contractor must:

- (a) to provide for all necessary labour, materials, tools, and equipment to carry out flooring of interior decks onboard H.M.C.S. St. John's in accordance with Annex A.
- (b) carry out any approved unscheduled work

6.3 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.

6.3.1 General Conditions

2035 (2015-07-03), General Conditions - Services (Higher Complexity) apply to and form part of the Contract.

6.3.2 Supplemental General Conditions

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

6.4 Term of Contract

6.4.1 Period of the Contract

The Work is to be completed as detailed in Annex A.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Blaine MacNeil
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Address: 1713 Bedford Row, Halifax, NS B3J3C9

Telephone: (902) 496-5180
Facsimile: (902) 496-5016
E-mail address: blaine.macneil@pwgsc.gc.ca

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

6.5.2 Technical Authority

The Technical Authority for the Contract is:

Name: TBD
Department of National Defence
Fleet Maintenance Facility Cape Scott (FMFCS)
Address: Building D200, Stn Forces PO Box 99000
Halifax, NS B3K 5X5
Telephone: TBD

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.

6.5.3 Contractor's Representative

Name:
Title:
Organization:
Address:

Telephone :
Facsimile:
E-mail address:

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a *Public Service Superannuation Act* (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 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 for a cost of \$ _____ (insert the amount at contract award). 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.

6.7.2 Limitation of Price

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

6.7.3 SACC Manual Clauses

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

6.8 Invoicing Instructions

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.

Invoices are to be made out to:

Department of National Defence, FMF
Cape Scott, Contracts Office, Building D-
200, Room 3311, STN Forces,
P.O. Box 99000, Halifax, Nova Scotia, B3K 5X5.

Attn:

The original invoice is to be forwarded to for verification:

Public Works & Government Services Canada
Acquisitions Marine
1713 Bedford Row, P O Box 2247
Halifax, Nova Scotia B3J 3C9

Attn: Blaine MacNeil

6.9 Certifications

6.9.1 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.

6.10 Applicable Laws

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

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 1029 (2010-08-16);
- (c) the general conditions 2035 – Services High Complexity (2015-07-03);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Insurance Requirements;
- (g) Annex E, Security Requirements Check List;
- (h) Annex F, Statement of Contractor Requirements;
- (i) Annex G, Hull Survey Report;
- (j) the Contractor's bid dated _____.

6.12 Defence Contract

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

6.13 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

6.14 Work Schedule and Reports

No later than three (3) 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 Quality Assurance 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.

6.15 Trade Qualifications

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

6.16 ISO 9001:2000 - Quality Management Systems

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

ISO 9001:2000 - Quality management systems - Requirements, published by the International Organization for Standardization (ISO), current edition at date of submission of the Contractor's bid with the exclusion of the following requirement:

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

The Quality Assurance 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 Quality Assurance Authority must be afforded unrestricted opportunity to evaluate and verify Contractor conformity with

Quality System procedures and to validate product conformity with contract requirements. The Contractor must make available, for reasonable use by the Quality Assurance Authority, the equipment necessary for all validation purposes. Contractor personnel must be made available for operation of such equipment as required.

When the Quality Assurance 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 Quality Assurance Authority, together with relevant technical data as the Quality Assurance Authority may request.

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

6.17 Environmental Protection

The Contractor and its sub-contractors engaged in the Work on Government equipment 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 QA 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.

6.18 Inspection and Test Plan Procedures for Design Change or Additional Work

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

1. When Canada requests design change or additional work:

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

(i) any impact of the design change or additional work on the requirement of the Contract;

(ii) a price breakdown of the cost (increase or decrease) associated with the implementation of the design change or the performance of the additional work using either the form PWGSC-TPSGC 1686, Quotation for Design Change or Additional Work, or the form PWGSC-TPSGC 1379, Work Arising or New Work, (NOTE: Only government employees have access to these forms) or any other form required by Canada;

(iii) a schedule to implement the design change or to perform the additional work and the impact on the contract delivery schedule.

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

(c) The Contractor will return the completed form to the Contracting Authority for evaluation and negotiation. Once agreement has been reached, the form must be signed by all parties in the appropriate signature blocks. This constitutes the written authorization for the Contractor to proceed with the work, and the Contract will be amended accordingly.

2. When the Contractor requests design change or additional work:

(a) The Contractor must provide the Contracting Authority with a request for design change or additional work in sufficient detail for review by Canada.

(b) The Contracting Authority will forward the request to the Technical Authority for review.

(c) If Canada agrees that a design change or additional work is required, then the procedures detailed in paragraph 1 are to be followed.

(d) The Contracting Authority will inform the Contractor in writing if Canada determines that the design change or additional work is not required.

3. Approval

The Contractor must not proceed with any design change or additional work without the written authorization of the Contracting Authority. Any work performed without the Contracting Authority's written authorization will be considered outside the scope of the Contract and no payment will be made for such work.

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 Quality Assurance 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 Quality Assurance Authority may direct.

6.19 Outstanding Work and Acceptance

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

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

(a) original to the Contracting Authority; (b) one copy to the

Technical Authority; (c) one copy to
the Contractor

6.20 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.

6.21 SACC Manual Clauses

A0290C Hazardous Waste – Vessels (2008-05-12) A9062C
A9062C Canadian Forces Site Regulations (2011-05-16)
A9055C Scrap and Waste Material (2008-05-12)
A0285C Workers Compensation (2007-05-25)

ANNEX "A"
STATEMENT OF WORK

A1) REQUIREMENT: Request the establishment of a contract to provide for all necessary labour, materials, tools, and equipment to carry out the repair of various internal tiled decks in accordance with HS150094 and HS150250 Sheets 4, 6, 7, 9, 10, 11, 14, 15, 16, 17, 18, 19, 20, 23, 25, 27, 28, 29, 30, 31, 32, and 33.

A2) Contractor will be responsible to identify any interference items in order to complete the deck work. Items will be removed/replaced by FMFCS personnel

A3) Work Period: All work must be completed during the period of contract award – 30 September, 2015 and contractor must ensure sufficiently security cleared personnel are available to complete all decks in the required time frame.

A4) WORKSITE: All work shall be conducted onboard H.M.C.S St. John's within H.M.C. Dockyard. Any additional space requirements (i.e. trailers, storage containers) must be requested through and approved by the Requisitioning Authority. The worksite shall be available commencing at 0730 daily.

A5) PRICING: Bidders are required to provide cost breakdown for each deck as part of any bid submission. All pricing shall clearly specify all labour and materials separately.

NOTE: Invoices to be submitted for each deck separately upon completion of all work. Invoices that include material charges are to be accompanied by material receipts to verify actual costs incurred. Invoices will be paid once all work has been completed.

A6) STATEMENT OF CONTRACTOR REQUIREMENTS: The successful bidder shall adhere to all quality, environmental and safety requirements established in the SOCR REV 9 found at ANNEX H of this requisition when performing all specified work herein.

A7) WORK PLAN: The successful bidder shall include in their bid submission, a work plan clearly detailing the number of work days it will take to complete 'each' deck and the order in which the work will progress during the allotted time. The plan shall include consideration of alternatives should the submitted plan be incapable of meeting the completion date as specified in paragraph A2 above for reasons such as inclement weather. Upon contract award, successful bidder shall be required to meet with the Requisitioning Authority to review the work plan submitted. The successful bidder shall attend a pre-job meeting as scheduled by the Requisitioning Authority.

A8) WORK CANCELLATION: Due to the operational nature of the vessel on which this work shall occur, the Fleet Maintenance Facility Cape Scott Contracts Office reserves the right to cancel any or all work associated with this contract for reasons beyond its control. This includes but is not limited to unforeseen ship deployment, fueling, ammunition storing and/or any other factors that prevent work from being completed within the specified period.

A9) CLIENT SUPPORT: The successful bidder will be provided with the following support during the duration of the work:

- Hot Work Certificates: The successful bidder shall inform the FMFCS Quality Assurance Representative of any requirements for Hot Work certificates no later than 1300 hours on the day preceding the requirement. FMFCS QA will be responsible to provide hot work certificates no later than 0900 hours on the day of the requirement.

A10) WORKER ORIENTATION: Contractor personnel will be provided with a shipboard procedure and safety brief prior to beginning work under this contract

A11) WORKSITE CLEANLINESS: The successful bidder shall be responsible to clean the worksite at the end of each working day. Debris and materials arising from the day's work must be removed daily.

A12) PHOTOGRAPHY: Any use of photographic or video recording onboard the vessel is prohibited unless approval is authorized by the Requisitioning Authority and the Ship Security Officer.

A13) PARKING: Parking is not permitted on jetties and only in designated areas within the industrial H.M.C. Dockyard area. Any requirements to access jetties for the purpose of loading/unloading equipment and materials must be forwarded to the Requisitioning Authority in advance. DND will not be responsible for any parking tickets issued as a result of any abuse of temporary parking allowances for these purposes. Access will be limited to two vehicles at any time.

A14) WORKSITE ACCESS: The successful bidder shall provide the Requisitioning Authority will a list of personnel who will require access to the worksite to perform the contracted services upon contract award in addition to any vehicles which will require access. All personnel authorized for access must possess photo identification on their person at all times while on the worksite within H.M.C. Dockyard.

NOTE: FMF Cape Scott reserves the right to restrict access to the worksite for reasons beyond our control. In such cases the successful bidder shall be provided with 24 hours notice in order to reschedule their work plans. FMF Cape Scott will not be responsible for any Lost and Idle time resulting from such changes where the required notice has been provided.

A15) LOST & IDLE TIME: Any incidents of 'lost & idle' time are to be reported to the Requisitioning Authority immediately detailing the circumstances of the delay and the impact in terms of personnel. Such reports are to be followed up with written explanation of the cause, amount of time lost, and number of personnel involved, within 24 hours of such a claim. Failure to report any lost time situations immediately will negate any claims.

A16) INSPECTIONS: The successful bidder shall notify the Requisitioning Authority at least one-hour in advance of all mandatory inspections as specified in the specification or hull instructions.

A17) QUALITY DOCUMENTATION: All QA documentation as specified in job instructions/specifications, to be provided at time of invoicing.

A18) PERSONAL PROTECTIVE EQUIPMENT: The successful bidder is required to ensure personnel have the required personal protective equipment to perform their duties and to ensure they have had the proper training in the wear, use and maintenance of such equipment when performing duties on Department of National Defence property.

A19) GOVERNMENT SMOKING POLICY: The successful bidder shall ensure that its personnel shall comply with the policy of the Government of Canada, which prohibits smoking in any government structure.

A20) FMFCS DRUG AND ALCOHOL POLICY: FMF Cape Scott has developed a zero tolerance policy to create a Drug and Alcohol Free Workforce. No contractor personnel shall come to work after using or while impaired by drugs or alcohol. The contractor will be asked to remove any personnel offending this policy from the premises for the remainder of the workday at the contractor's expense.

A21) QUALIFICATIONS: The contractor shall provide, as part of the bid submission, a letter of submission clearly indicating the contractor's experience in the repair of marine/industrial tiled decks. Submission is to include the experience of the contractor's personnel, training and formal courses taken. Personnel qualifications are to include at least one NACE certified member on staff and a minimum NACE Level 2 on-site.

A22) SUBLETTING: Subletting will not be permitted without written consent of the Requisitioning Authority.

A23) ADDITIONAL REQUIREMENTS

A23.1) The contractor shall be required to be available for hours of work stipulated by the Fleet Maintenance Facility Cape Scott, Contracts Office, including hours required outside of normal working hours.

A23.2) The contractor must be available for on-site consultation as deemed necessary by the Fleet Maintenance Facility Cape Scott, Contracts Office.

A23.3) The contractor shall be able to provide a valid certificate of calibration for any necessary test equipment prior to starting any work that requires use of such equipment.

A23.4) When requested by the FMFCS Contracts Office, the contractor shall provide detailed written work plans and schedules to enable the client to integrate the contractor's work into the larger work projects.

A23.5) It is mandatory that the contractor provides qualified fire sentry/tank watch personnel with the appropriate fire fighting and safety equipment for the task at hand. All personnel acting in the capacity of fire sentry/tank watch shall have recognized training and certification on the proper use of fire fighting equipment, alarms, response and reporting procedures, and fire safety in the industrial workplace, along with training in Workplace Hazardous Materials Information System (WHMIS) and Confined Space Entry. Personnel are to have all such certificates on their person at all times during the performance of the work. While working in the role of fire sentry/tank watch, the contractor personnel shall be dedicated to that task only.

A23.6) The contractor is responsible to ensure the health and safety of their personnel and shall comply with:

- a. All DND, Federal, Provincial and Municipal regulations;
- b. All site safety regulations and procedures; and
- c. The Contractor shall have in place an Occupational and Safety Management System, employing written safe work procedures by conducting Job Hazard Analysis for each job order in both shop and field work.

A23.7) The contractor shall comply with all DND, Federal, Provincial and Municipal regulations and:

- a. Shall be prepared to take appropriate precautions to safely work in spaces that may contain hazardous material;

b. Shall be required to provide all appropriate equipment, devices, tools and machinery, including general and specialized Personal Protective Equipment (PPE) which is certified, maintained in proper working condition and is used in the prescribed manner (Canada Labour Code, Part II, Para 125(w) refers) for all personnel in their employ.

A23.8) The contractor shall have Material Safety Data Sheets (MSDS) for all controlled products used in the performance of work specified in any call-up. Such MSDS shall be held at the worksite by the contractor's personnel and be readily available. The contractor shall ensure that any toolbox, storage box, and/or trailer used to store work related equipment and supplies in support of work, display product labelling and/or placards to demonstrate when any hazardous controlled items are stored within. All such containers must also clearly display the contractor's name and a contact number.

A24) SECURITY REQUIREMENTS

A24.1) At the time of Bid Closing, it is MANDATORY that all Proposers have the required Designated Organization Screening (DOS) in place for their firm through PWGSC. In addition, reliability screening is required at bid closing for all personnel that the bidder proposes to utilize for the preparation and repair of the decks.

A24.2) The successful bidder must ensure arrangements are in place for a Visitor Clearance Request (VCR). The Security Officer of the successful bidder is to contact:

Public Works and Government Services Canada
CIISD Canadian and International Industrial Security Directorate
2745 Iris Street, 3rd Floor
Ottawa, Ontario
K1A 0S5
Tel: 613-948-4176

VCR's are required for all personnel accessing Department of National Defence property. Failure to obtain a Visitor Clearance Request could result in the termination of this contract.

A24.3) The Contractor shall ensure that all personnel employed are in possession of Photo Identification on their person at all times while working within DND property

A25) STOP WORK

A25.1) If a DND 'stop work' order is invoked after commencement of the work, it will be the responsibility of the Offeror to demonstrate to DND that productive work was performed between the time of authorization and the stop work, and to substantiate costs incurred associated with such productive work.

FMFCS Contracts Office will make payment within 30 days upon receipt of the invoice in the Contracts Office, of the Offeror's original invoice, for authorized services for this requirement. All rendered services will be to the satisfaction and acceptance of the Technical Authority prior to payment. Invoices are not to be submitted prior to the completion of the work as stated in the call-up document. This request has no provisions for advance payments, progress payments, or deposits.

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.

B1 – Contract Price

Known Work

For work as stated in Part 7 article 7.1, Specified in Annex "A" and detailed in the attached Pricing Data Sheets at Appendix 1 to this Annex for a FIRM PRICE of: \$ _____ HST extra.

B2 – Unscheduled Work

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

"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 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 thereto."

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

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.

B2.3

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

B3 Overtime

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

ANNEX C

INSURANCE REQUIREMENTS

C1 – Ship Repairers' Liability Insurance

1. The Contractor must obtain Ship Repairer's Liability Insurance and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$10,000,000 per accident or occurrence and in the annual aggregate.
2. The Ship Repairer's Liability insurance must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by 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 \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.

-
- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

C3 – Limitation of Contractor's Liability for Damages to Canada

1. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees.
2. Whether the claim is based in contract, tort, or another cause of action, the Contractor's liability for all damages suffered by Canada caused by the Contractor's performance of or failure to perform the Contract is limited to \$10,000,000. This limitation of the Contractor's liability does not apply to:
 - a. any infringement of intellectual property rights;
 - or
 - b. any breach of warranty obligations.
3. Each Party agrees that it is fully liable for any damages that it causes to any third party in connection with the Contract, regardless of whether the third party makes its claim against Canada or the Contractor. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada for that amount.

ANNEX D - BID SUBMISSION

**SCHEDULE 1 - FINANCIAL
BID PRESENTATION SHEET**

F1 – PRICE FOR EVALUATION		
A)	Known work For work as stated in Part 1 Clause 2, specified in Annex "A" and detailed in the attached Pricing Data Sheet Annex I , Appendix 1 for a FIRM PRICE of	\$
B)	Unscheduled Work <i>Labour Cost:</i> Estimated labour hours at a firm <i>Charge-out Labour Rate</i> , including overhead and profit: 100 person hours X \$_____ per hour for a PRICE of: <i>See clauses F2.1 and F.2 below</i>	\$
C)	Evaluation Price (A+B=C)	\$

F2 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."

F2.1: 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 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.

F2.2: 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.

F2.3: 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.

F3 Overtime

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

Solicitation No. - N° de l'invitation
W3554-166141
Client Ref. No. - N° de réf. du client

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

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

average hourly direct labour rate premiums, plus certified fringe benefit additives, plus profit of 7 1/2 percent on labour premium and fringe benefits. These rates will remain firm for the duration of the Contract including all amendments and are subject to audit if deemed necessary by Canada.

**ANNEX D BID
SUBMISSION
SCHEDULE 2**

TECHNICAL REQUIREMENTS

This chart should be used to ensure that all mandatory technical requirements are included with the bidder's submission.		
1. At least one NACE certified member on staff	Name : _____	Details of training, and experience attached to bid YES _____
2. One NACE 2 qualified supervisor who will be employed onsite for the duration of the contract	Name: _____	Proof of qualification, and details of training/experience attached to bid YES
3. Security Clearance for ALL personnel that the contractor intends to employ for the duration of the contract		Proof of security for each person attached to bid YES _____
4. Detailed examples of the firms' experience in providing Miscellaneous flooring Services onboard Ships, Submarines, or Auxiliary vessels, in the last four (4) years, (each examples must be greater than \$25,000 in total value).	Project #1 Name: Project #2 Name: Project #3 Name:	Project #1 Details Attached: YES Project #2 Details Attached: YES Project #3 Details Attached: YES

Solicitation No. - N° de l'invitation
W3554-166141
Client Ref. No. - N° de réf. du client

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

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

ANNEX E

SECURITY REQUIREMENTS CHECK LIST

Attached

ANNEX F

STATEMENT OF CONTRACTOR REQUIREMENTS (SOCR)

1. Management System Overview

- 1.1 Fleet Maintenance Facility Cape Scott is dedicated to providing high quality engineering and maintenance services to our customers. Our highly trained, skilled and mobile workforce will achieve this through continuous improvement of all our processes. We have the ability to adapt to the customers needs to ensure fleet readiness in any situation. We are committed to meeting all relevant regulations and legislation and preventing pollution.
- 1.2 The objectives of the Fleet Maintenance Facility Cape Scott Management System are:
- Customer satisfaction;
 - Providing a safe workplace; and
 - Protecting the environment.
- 1.3 The Fleet Maintenance Facility Cape Scott Management System is based upon the following standards:
- Quality Management System - ISO 9001: 2008
 - Environmental Management System - ISO 14001: 2004
 - DND General Safety Program
 - C-23-VIC-000/AM-001, QA for Safety in Subs
- 1.4 The Contractor shall be responsible for implementing a quality system appropriate to the scope of the work to be performed. It is recommended that the quality system be based on ISO 9001:2008 - Quality Management Systems - Requirements. It is not the intent 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.
- 1.5 The Contractor's Quality Management System should include, at a minimum, processes to:
- identify when work they perform or material they produce does not conform to their/our standards;
 - Ensure that any nonconformance is recorded and is corrected;
 - Maintain a method for analyzing nonconformance data and initiating corrective and preventive action;
 - Ensure all corrective action is recorded and effectively implemented to improve their practices;
 - Control all documentation related to their practices;
 - Continually review and audit their practices to ensure they adhere with accepted standards;
 - Manage and monitor the performance of their sub-contractors;
 - Ensure their management reviews the findings of any evaluation or audit to assist with continuous improvement, including the findings of any evaluation conducted by FMF Cape Scott;
 - Manage employee awareness and competence through certification and training as part of process management.

1.6 Fleet Maintenance Facility Cape Scott reserves the right to verify conformance and compliance with this requirement. This verification may be accomplished by monitoring the provision of services or by having Fleet Maintenance Facility Cape Scott audit the contractor's processes or systems.

2. Contractor Requirements - General

2.1 The Contractor's personnel, employed in the provision of contracted services, shall be required to attend worksite orientation meetings for the purpose of informing their personnel of health, safety and/or environmental hazards at the work site prior to the commencement of any contracted work, as requested by Fleet Maintenance Facility Cape Scott.

2.2 Fleet Maintenance Facility Cape Scott retains the right to stop work temporarily if, in the opinion of Fleet Maintenance Facility Cape Scott, the work is not being performed in accordance with all applicable safety and environmental regulations and legislation or is being performed in a manner that is contrary to the specified requirements. The purpose of the stop work will be resolve any problems identified so to enable work to progress properly.

3. Contractor Requirements - Quality

3.1 The Contractor shall be responsible for performing or having performed all inspections and tests necessary to substantiate that the materiel or services provided conform to the drawings, specifications and contract requirements. The Contractor shall keep accurate and complete inspection records which shall, upon request, be made available to the authorized Department of National Defence (DND) representative, who may make copies thereof and take extracts there from during the performance of the Contract and for a period of three (3) years thereafter.

3.2 The Contracting Authority and DND shall have access to the Work at any time during working hours where any part of the Work is being carried out and may make examinations and such tests of the Work as they may think fit under the circumstances. Should the Work or any part thereof not be in accordance with the requirements of the Contract, the authorized DND representative shall have the right to reject the Work and require its correction or replacement at the Contractor's expense. DND shall inform the Contractor of the motives for any such rejection for non-conformance.

3.3 Notwithstanding the foregoing, all materiel is subject to verification and acceptance by DND at destination. The authorized DND representative at destination may either be the consignee(s), the Technical Authority, or a Quality Management representative.

3.4 The Contractor shall not enter into sub-contracts without prior permission of the Fleet Maintenance Facility Cape Scott, Contracts Office. In all cases, where sub-contracting is approved, the Contractor is responsible to verify that the sub-contractor's quality system meets the requirements as established herein.

4. Contractor Requirements - Environment

4.1 The Contractor shall notify the Fleet Maintenance Facility Cape Scott Contracts Office of all significant environmental aspects associated with contracted work that will be performed within CFB Halifax, prior to commencing work. The Contractor must specify how they intend to control activities, including the use of products and/or materials that could potentially spill, cause contamination, or otherwise have an adverse impact upon the environment.

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- 4.2 The Contractor shall ensure that any hazardous materials or products used in the performance of the work are supported at all times with Material Safety Data Sheets at the worksite. The Contractor's staff shall be trained in the Workplace Hazardous Materials Information System (WHMIS).
- 4.3 The Contractor shall ensure that any hazardous materials, products or wastes are not left unattended on worksites, jetties, laydown areas, synchrolift or other areas within CFB Halifax. Any Contractor who requires an exemption to this requirement shall submit requests to the Fleet Maintenance Facility Cape Scott Contracts Office in advance. Such requests must clearly identify the proposed containment used to contain the hazards, any emergency response plans in the event of a spill or damage to the containment system. Containment systems must clearly identify all hazardous materials, products or wastes to be held through the use of appropriate placarding. No requests for exemption will be approved unless all conditions above are met. In addition, Contractors must ensure that containers of paints, solvents or other hazards are properly secured when the product is not in use.
- 4.4 The Contractor shall remove and properly dispose of all such hazardous products and/or materials from the worksite and CFB Halifax upon completion of the work.
- 4.5 The Contractor shall provide copies of any applicable licenses of disposal or certificates of destruction for any hazardous materials and/or substances generated as a result of the work, upon completion of the work and subsequent disposal.
- 5. Contractor Requirements - Safety**
- 5.1 The Contractor, and any approved sub-contractors, shall comply with any legislative requirements and industry standards within the appropriate health and safety jurisdiction and comply with the specified provincial and federal regulatory instruments, as appropriate.
- 5.2 The Contractor shall abide by all applicable Workers' Compensation legislation and coverage for all personnel employed in the provision of contracted services and any approved sub-contracted services.
- 5.3 The Contractor shall be required to provide all appropriate equipment, devices, tools and machinery, including proper Personal Protective Equipment (PPE) for their personnel employed in the provision of contracted services, and will ensure that all provided is maintained in proper working condition; and, is used in the prescribed manner (Canada Labour Code, Part II, Para 125(w) refers) as and when required.
- 5.4 The Contractor shall ensure all personnel engaged in the provision of services are properly trained in Confined Space Entry and Man-A-Loft procedures prior to the commencement of any work.
- 5.5 The Contractor is required to develop emergency response instructions for any contracted work that includes high-risk work they will be required to perform on-site. These instructions shall be provided to Fleet Maintenance Facility Cape Scott.

5.6 Prior to removal of any substance or material (such as deck coatings, hull finishes, etc.) the contractor shall determine what hazards to health and/or environment might be involved. Prior to work commencement, the costs associated with protecting the environment and personnel from exposure to the hazards must be identified and approved. Fleet Maintenance Facility Cape Scott, Contracts Office, retains the right to terminate and/or re-schedule work dependant on the scope of hazard protection required.

ANNEX G

HULL SURVEY REPORT

Attached.

