



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Réception des soumissions - TPSGC / Bid Receiving
- PWGSC

1550, Avenue d'Estimauville

1550, D'Estimauville Avenue

Québec

Québec

G1J 0C7

**SOLICITATION AMENDMENT
MODIFICATION DE L'INVITATION**

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

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

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

TPSGC/PWGSC

601-1550, Avenue d'Estimauville

Québec

Québec

G1J 0C7

Title - Sujet Breakers supply/instal	
Solicitation No. - N° de l'invitation F3012-15N301/A	Amendment No. - N° modif. 001
Client Reference No. - N° de référence du client F3012-15N301	Date 2016-02-16
GETS Reference No. - N° de référence de SEAG PW-\$QCL-005-16687	
File No. - N° de dossier QCL-5-38303 (005)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-03-31	Time Zone Fuseau horaire Heure Normale du l'Est HNE
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Lachance, Paul	Buyer Id - Id de l'acheteur qcl005
Telephone No. - N° de téléphone (418) 649-2825 ()	FAX No. - N° de FAX (418) 648-2209
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	

Instructions: See Herein

Instructions: Voir aux présentes

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

Amendment no.: 001

Amendments summary :

- 1)Part 2. Bidder Instructions;**
 - Add at 2.1.1 clause « Equivalent Products »
 - At 2.5 « Bidders' Conference »; Modification to the date and hour;
- 2)Annex A « Statement of Work »**
 - Add « or equal » to each breaker description
- 3) Appendix 1 of Annex I**
 - Add « or equal » to each breaker description

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

- 1.1 Introduction
- 1.2 Summary
- 1.3 Debriefings

PART 2 - BIDDER INSTRUCTIONS

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

PART 3 - BID PREPARATION INSTRUCTIONS

- 3.1 Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

- 4.1 Evaluation Procedures
- 4.2 Basis of Selection

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

- 5.1 Certifications Required with the Bid
- 5.2 Certifications Precedent to Contract Award and Additional Information

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

- 6.1 Insurance Requirement

PART 7 - RESULTING CONTRACT CLAUSES

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

List of Annexes:

- Annex A Statement of Work
- Annex B Basis of Payment
- Annex C Insurance Requirements
- Annex D Inspection/Quality Assurance/Quality Control
- Annex E Warranty
- Annex F Vessel Custody *(not used)*
- Annex G Security Requirements Check List
- Annex H Project Management Services *(not used)*

Solicitation No. - N° de l'invitation
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Buyer ID - Id de l'acheteur
qc1005
CCC No./N° CCC - FMS No/ N° VME

Annex I Financial Bid Presentation Sheet
Appendix 1 to Annex I Price Data Sheet

PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

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

1.2 Summary

- (i) Requirement:
- a) to carry out the scope of work regarding the Canadian Coast Guard Ship (CCGS) Martha L. Black in accordance with the Statement of Work attached as Annex A. The ship will be at 101 boul. Champlain, Québec section no. 94.
 - b) to carry out any approved unscheduled work not covered in paragraph a) above.
- (ii) as per the Integrity Provisions under section 01 of *Standard Instructions 2003*, bidders must provide a list of all owners and/or Directors and other associated information as required. Refer to section [4.21](#) of the *Supply Manual* for additional information on the Integrity Provisions.
- (iii) The requirement is subject to the provisions of the Agreement on Internal Trade (AIT) and exempt from the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), Annex 4 and the North American Free Trade Agreement (NAFTA), Chapter 10 Annex 1001.2b Paragraph 1.

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.

2.1.1 Equivalent Products

1. Products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder:
 - a. designates the brand name, model and/or part number of the substitute product;
 - b. states that the substitute product is fully interchangeable with the item specified;
 - c. provides complete specifications and descriptive literature for each substitute product;
 - d. provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; and
 - e. clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.
2. Products offered as equivalent in form, fit, function and quality will not be considered if:
 - a. the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
 - b. the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.
3. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to demonstrate, at the sole cost of bidders, that the substitute product is equivalent to the item specified in 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.

Bids sent by fax at 418-648-2209 will be accepted.

2.3 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

2.4 Applicable Laws

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

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

2.5 Bidders' Conference *(not mandatory)*

A bidders' Conference chaired by the Contracting Authority will be convened on board the CCGS Martha L. Black, either at Trois-Rivières Federal Wharf (Section no. 3) or at Queen's Wharf, 101, Champlain Boulevard, Quebec City at 01:00 PM on March 18, 2016.

Confirmation of location will be done 48 hours before Conference date by way of a Solicitation Amendment on Buy & Sales Website.

Bidders must confirm their presence before 11:00 AM on March 16, 2016 or before.

It is recommended that the Bidder or a representative of the Bidder attend the Bidders' Conference in order to review the Scope of the Work required and to receive additional information and clarifications. Bidders are to communicate with the Contracting Authority prior to the conference to confirm attendance. Bidders that do not attend are not precluded from submitting a bid. Bidders are to provide the Contracting Authority with the names of their representatives no later than two days prior to the conference. The Contracting Authority will have an attendance form which is to be signed by the Bidder's representative(s) in attendance. Bidders are advised that any clarifications or changes resulting from the Bidder's conference and/or the subsequent viewing of the vessel, shall be included as an amendment to the bid solicitation document.

2.6 Viewing - Vessel *(not mandatory)*

A vessel visit will be held immediately after the bidders' Conference.

2.7 Period of the Contract

The period of the Contract is from date of Contract to the end of the warranty period inclusively.

2.7.1 Delivery (Goods)

All deliverable goods (Breakers) shall be received at the latest 10 weeks after Contract award.

2.7.2 Work Period – Marine - Bid

1. Work must commence and be completed as follows:

Commence: August 11, 2016
Complete: September 8, 2016

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

2.8 Docking Facility *(Not used)*

2.9 List of Proposed Sub-contractors *(Not used)*

2.10 Quality Plan – Solicitation *(Not used)*

2.11 Inspection and Test Plan *(Not used)*

2.12 Vessel Refit, Repair or Docking – Cost *(Not used)*

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

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

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

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

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

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

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

Section I: Management Bid

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

Section II: Financial Bid

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

3.2 SACC Manual Clauses

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

Section III: Certification Requirements

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Financial Bid

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

4.1.2 Mandatory Requirements

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

4.1.3 Table of Mandatory Requirements to be met by bid closing

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

	Description	Completed and attached
1	Provide a technical data sheets and description of the proposed breakers. The technical description and data sheet must meet the requirements of the Statement of Work.	
2	Completed Annex "I" <u>Financial Bid presentation Sheet</u> ;	
3	Completed Appendix 1 to Annex "I" <u>Pricing Data Sheets</u> ;	

4.1.4 Deliverables after Contract award

Élément	Description	Doit être fourni après l'attribution du Contrat, dans les
1	Insurance Requirements, as per article 7.11, Part 7;	10 calendar days
2	Deliverables (Goods)	8 weeks

4.2 Basis of Selection

SACC Manual Clauses A0069T (2007-05-25), Basis of Selection

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional 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 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 will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications 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) (<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 and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below 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.

Solicitation No. - N° de l'invitation
F3012-15N301/A
Client Ref. No. - N° de réf. du client
F3012-15N301

Amd. No. - N° de la modif.
001
File No. - N° du dossier
QCL-5-38303

Buyer ID - Id de l'acheteur
qcl005
CCC No./N° CCC - FMS No/ N° VME

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.

Solicitation No. - N° de l'invitation
F3012-15N301/A
Client Ref. No. - N° de réf. du client
F3012-15N301

Amd. No. - N° de la modif.
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Buyer ID - Id de l'acheteur
qc1005
CCC No./N° CCC - FMS No/ N° VME

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Insurance Requirement

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

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

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Requirement

The contractor must:

- a) carry out the work regarding the Canadian Coast Guard Ship (C.C.G.S.) Martha L. Black, in accordance with the associated Technical Specifications attached as Annex A.
- b) carry out any approved unscheduled work not covered in paragraph a) Above.

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

2030, (2015-09-03), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract. *(except for paragraph 26 "Liability" which is deleted in its entirety and replace by the item 7.42 below).*

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

7.2.2 Supplemental General Conditions

1029 (2010-08-16) Ship Repairs, excluding section 09, apply to and form part of the Contract.

7.3 Security Requirement

There is no security requirement associated with this Statement of Work

7.4 Period of the Contract

The period of the Contract is from date of Contract to the acceptance of the work by Canada.

7.4.1 Work Period – Marine – Contract

1. Work must commence and be completed as follows:

Commence: August 11, 2016
Complete: September 8, 2016

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

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Michael Woods
Supply Specialist
Public Works and Government Services Canada
Eastern Quebec Directorate

Telephone: 418-649-2715
Facsimile: 418-648-2209
E-mail address: michael.woods@tpsgc-pwgsc.gc.ca

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

7.5.2 Technical Authority *(will be determined at the contract award)*

The Technical Authority for the Contract is:

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

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

7.5.3 Inspection Authority/Inspector

The Inspection Authority for the Contract is:

Same as paragraph 7.5.2 above.

The Inspection Authority is the representative of the department or agency for whom the Work is being performed under the Contract and is responsible for inspection of the Work and acceptance of the finished work. The Inspection Authority may be represented on-site by a designated inspector and any other Government of Canada inspector who may from time to time be assigned in support of the designated Inspector.

7.6 Payment

7.6.1 Milestone Payments - Not subject to holdback

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:

- a. an accurate and complete claim for payment using [PWGSC-TPSGC 1111](#), Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all the certificates appearing on form [PWGSC-TPSGC 1111](#) have been signed by the respective authorized representatives;
- c. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

7.6.1.1 Milestone Payment calendar

Milestone 1. : Delivery of all goods (breakers)

Milestone 2 : Beakers installation and trials completed and acceptance of the Work.

7.6.2 Method of Payment

SACC Manual ClauseC6000C (2011-05-16) Limitation of Price

7.7 Invoicing Instructions

The Contractor must submit invoices that contain the information required by the General Conditions 2030 (2015-09-03) Part 13.

7.7.1 Invoicing

Invoice to be made to the name of:

DFOinvoicing-MPOfacturation@dfo-mpo.gc.ca

Write the name of the contact person;

Michelle Turcotte - Tel. 418 648-5930

Mailing Address:
Fisheries and Oceans Canada – Canadian Coast Guard
PO Box 1901, STN A
Fredericton (Nouveau-Brunswick)
E3B 5G4

Electronic Copy to be sent for verification to:

michael.woods@pwgsc.tpsgc.gc.ca

7.8 Certifications

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

7.9 Applicable Laws

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

7.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the Supplemental General Conditions 1029, (2010-08-16), Ship Repairs;
- (c) the General Conditions 2030, (2015-09-03), General Conditions - Higher Complexity - Goods
- (d) Annex A, Requirement;
- (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 _____.

7.11 Insurance Requirements

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

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

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

7.12 Financial Security (Not used)

7.13 Accommodation (Not used)

7.14 Parking (Not used)

7.15 Sub-contracts and Sub-contractor List (Not used)

7.16 Work Schedule and Reports

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

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

Production work schedules must be revised and resubmitted before each Progress Meeting. The revised schedules must show the effect of progressed work and approved work arising. Changes in scheduled completion dates due to unscheduled work will not be accepted except as negotiated under Design Change or Additional Work, Article 26.

7.17 Insulation Materials - Asbestos Free

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

7.18 Loan of Equipment - Marine (Not used)

7.19 Trade Qualifications

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

7.20 Material and Supply Support (Not used)

7.21 ISO 9001:2000 - Quality Management Systems (Not used)

7.22 Quality Control Plan

The Contractor must implement and follow the Quality Control Plan (QCP) prepared according to the latest issue (at contract date) of ISO 10005 Quality management - Guidelines for quality plans, approved by the Inspection and Technical Authorities. The QCP shall describe how the Contractor will conform to the specified quality requirements of the Contract and specify how the required quality activities are to be carried out, including quality assurance of subcontractors. The Contractor must include a traceability matrix from the elements of the specified quality requirements to the corresponding paragraphs in the QCP.

The documents referenced in the QCP shall be made available when requested by the Inspection Authority.

The Contractor must make appropriate amendments to the QCP throughout the term of the contract to reflect current and planned quality activities. Amendments to the QCP must be acceptable to the Inspection and Technical Authorities.

Solicitation No. - N° de l'invitation
F3012-15N301/A
Client Ref. No. - N° de réf. du client
F3012-15N301

Amd. No. - N° de la modif.
001
File No. - N° du dossier
QCL-5-38303

Buyer ID - Id de l'acheteur
qc1005
CCC No./N° CCC - FMS No/ N° VME

Refer to Annex “D” for further details on the Quality Control Plan requirements.

7.23 Welding Certification – Contract *(Not used)*

7.24 Environmental Protection

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

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

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

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

7.25 Fueling and De-fueling a Crown Vessel *(Not used)*

7.26 Procedure for Design Change or Additional Work

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

7.26.1 Price Breakdown:

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

7.26.2 Pro-rated Prices:

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

7.27 Equipment/Systems: Inspection/Test *(Not used)*

7.28 Inspection and Test Plan

The Contractor shall, in support of their QCP, implement an approved Inspection & Test Plan (ITP).

The Contractor shall provide at no additional cost to the Crown, all applicable test data, all Contractor technical data, test pieces and samples as may reasonably be required by the Inspection Authority to verify conformance to contract requirements. The Contractor shall forward at his expense such technical data, test data, test pieces and samples to such location as the Inspector may direct.

7.29 Vessel Custody *(Not used)*

7.30 Vessel Manned Refits

SACC Manual Clause A0032C (2011-05-16), Vessel Manned Refits

7.31 Pre-Refit Meeting *(Not used)*

7.32 Meetings *(Not used)*

7.33 Outstanding Work and Acceptance

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

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

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

7.34 Licensing

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

7.35 Hazardous Waste - Vessels

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

7.36 Government Site Regulations

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

7.37 Scrap and Waste Material

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

7.38 Stability and Weight Management *(Not used)*

7.39 Vessel - Access by Canada *(Not used)*

7.40 Title to Property – Vessel *(Not used)*

7.41 Defence Contract

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

7.42 Limitation of Contractor's Liability for Damages to Canada

1. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees.
2. Whether the claim is based in contract, tort, or another cause of action, the Contractor's liability for all damages suffered by Canada caused by the Contractor's performance of or failure to perform the Contract is limited to \$10 million per incident or occurrence to an annual aggregate of \$20 million for losses or damage caused in any one year of carrying out the Contract, each year starting on the date of coming into force of the Contract or its anniversary. This limitation of the Contractor's liability does not apply to nor include:
 - (a) Any infringement of intellectual property rights;
 - (b) Any breach of warranty obligations;
 - (c) Any liability of Canada to a third party arising from any act or omission of the Contractor in performing the Contract; or
 - (d) Any loss for which the policies of insurance specified in the Contract or any other policies of insurance held by the Contractor would provide insurance coverage.
3. Each Party agrees that it is fully liable for any damages that it causes to any third party in connection with the Contract, regardless of whether the third party makes its claim against Canada or the Contractor. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada for that amount.
4. The Parties agree that nothing herein is intended to limit any insurable interest of the Contractor nor to limit the amounts otherwise recoverable under any insurance policy. The Parties agree that to the extent that the insurance coverage required to be maintained by the Contractor under this Contract or any additional insurance coverage maintained by the Contractor, whichever is greater, is more than the limitations of liability described in sub article (2), the limitations provided herein are increased accordingly and the Contractor shall be liable for the higher amount to the full extent of the insurance proceeds recovered.
5. If, at any time, the total cumulative liability of the Contractor for losses or damage suffered by Canada caused by the Contractor's performance of or failure to perform the Contract, excluding liability described under subsection 2(a), (b), (c) and (d) exceeds \$40 million, either Party may terminate the Contract by giving notice in writing to the other Party and neither Party will make any claim against the other for damages, costs, expected profits or any other such loss arising out of the termination. However, no such termination or expiry of the Contract shall reduce or terminate any of the liabilities that have accrued to the effective date of the termination but which liabilities are subject to the limitations as specified in sub-article (1) through (4) above.
6. The date of termination pursuant to this Article, shall be the date specified by Canada in its notice to terminate, or, if the Contractor exercises the right to terminate, in a notice to the Contractor from Canada in response to the Contractor's notice to terminate. The date of termination shall be in Canada's discretion to a maximum of 12 months after service of the original notice to terminate served by either Party pursuant to sub-article 5, above.

Solicitation No. - N° de l'invitation
F3012-15N301/A
Client Ref. No. - N° de réf. du client
F3012-15N301

Amd. No. - N° de la modif.
001
File No. - N° du dossier
QCL-5-38303

Buyer ID - Id de l'acheteur
qcl005
CCC No./N° CCC - FMS No/ N° VME

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7. In the event of a termination under this Article, the Contract will automatically remain in force subject to all of the same terms and conditions until the date of termination and the Contractor agrees that it will be paid in accordance with the applicable provisions as set out in the Basis of Payment, Annex B and that the Contractor's liability remains as specified in sub-articles (1) through (4), above.
 8. Nothing shall limit Canada's other remedies, including Canada's right to terminate the Contract for default for breach by the Contractor of any of its obligations under this Contract, notwithstanding that the Contractor may have reached any limitation of its liability hereunder.

**ANNEX A
STATEMENT OF WORK**

**CCGS MARTHA L. BLACK
F3012-15N301
13 MAIN FEEDER BREAKER RENEWAL**

The Contractor shall:

- Provide complete 13 main circuit breakers to replace those in service. The circuit breakers will be delivered to the depot 018 of 101 Champlain, and stored by the GCC until the installation date in August 2016. At the time of vessel maintenance, starting on August 11, they will be returned to the ship by the GCC (section 94 of the 101 Champlain), on the main deck in the aft hatch and transfer by the contractor to the distribution panels. Withdrawn FPE breakers to be routed to the aft. hatch are arranged on pallets by the contractor and from there carry on by the CCG.
- Provide a test module required for secondary injections.
- Provide coordination study for the new settings.
- Provide, fit and install new circuit breakers in the existing location. Circuit breakers must be equipped with a cradle with the contacts that allows the manipulation of the breaker (Wiring material is copper bussing and / or cable to the 800A circuit breaker and less).
- Installation of circuit breakers must be done in sequence to minimize power interruption. First install the 7 main breakers panel, and do testing. This work can be done during day work. Subsequently, the installation of the other six circuit breakers on auxiliary and emergency panels will be done mainly during evening and night to reduce power interruptions during the day.
- The circuit breakers must have the certificates and test reports at the factory, certified by a classification society such as Lloyds and the installation and testing on the ship should be monitored and approved by an inspector from Transport Canada / Marine Safety (TC / MS).
- Fabricate and install new doors to fit the circuit breaker, a detailed identification plate of each circuit breaker will also be attached to each door.
- Provide two paper copies as well as a PDF version for each type of circuit breaker installed.
- The specifications of the new circuit breakers should correspond with those of the replaced circuit breakers.

Breaker details to replace:

Main Power Panel. 600V, 5000A, 1000KVA (with draw-out base):

5 FPE breakers, Type 3-600-30hl or equal

1 FPE circuit breaker, Type 3-800-30hl or equal

1 FPE circuit breaker, Type 50HL-3-1600 or equal

Auxiliary power panel, 600V, 1500A, 25KVA (with draw-out base):

2 FPE breakers, Type 30H-3-600 or equal

2 FPE breakers, Type 30H-3-800 or equal

Emergency power panel, 600V, 600A, 18KVA (with draw-out basis):

2 FPE breakers, Type 30H-3-600 or equal

The detailed specifications of each of the circuit breakers is provided in the appendix.

The dimensions of the housings for all breakers except the EM. Tie on the emergency panel are:

Width: 22½. Height: 21 ¼ in. Depth: 22¾ inches.

EM housing. Tie on the emergency panel 27½ wide.

Photos of cases and measures.



Solicitation No. - N° de l'invitation
F3012-15N301/A
Client Ref. No. - N° de réf. du client
F3012-15N301

Amd. No. - N° de la modif.
001
File No. - N° du dossier
QCL-5-38303

Buyer ID - Id de l'acheteur
qcl005
CCC No./N° CCC - FMS No/ N° VME



Width: 22½. Height: 21 ¼ in. Depth: 22¾ inches.
EM housing. Tie on the emergency panel 27½ wide.

Solicitation No. - N° de l'invitation
F3012-15N301/A
Client Ref. No. - N° de réf. du client
F3012-15N301

Amd. No. - N° de la modif.
001
File No. - N° du dossier
QCL-5-38303

Buyer ID - Id de l'acheteur
qcl005
CCC No./N° CCC - FMS No/ N° VME



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 Firm Price

A)	Known Work For work as stated in Contract Clause 7.1 a), specified in Annex "A" and detailed in the attached Appendix 1 of Annex I - Pricing Data Sheets, for a FIRM PRICE of:	\$ _____
B)	_____ % applicable Taxes	\$ _____
C)	Total Firm Price:	\$ _____

B2 Unscheduled Work

Payment for Unscheduled Work:

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

Number of hours (to be negotiated) x \$ _____, being the Contractor's firm hourly charge-out labour rate which includes overhead and profit, plus net laid-down cost of materials to which will be added a mark-up of 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 Bidder's Cost Management System, when negotiating *Hours* for unscheduled work, PWGSC will consider only those hours of labour directly involved in the production of the subject work package. Elements of *Related Labour Costs* identified in B2.2 below, will not be negotiated, but will be included in the firm hourly Charge-out Labour Rate in accordance with paragraph B2.2
- B2.2:** Allowance for *Related Labour Costs* such as: Management, Direct Supervision, Purchasing and Material Handling, Quality Assurance and Reporting, First Aid, Gas Free Inspecting and Reporting, and Estimating will be included as *Overhead* within the *firm hourly Charge-out Labour Rate* entered in line B2 above.
- B2.3:** The 10% mark-up rate for materials will also apply to subcontracted costs. The mark-up rate includes any allowance for material and subcontract management not allowed for in the Chargeout Labour Rate. The Contractor will not be entitled to a separate labour component for the purchase and handling of materials or subcontract administration.

B3 Overtime

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

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

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

Premium for Double time: \$ _____ per hour

The above premiums rates shall be calculated as follows:

Premium for time and one half:

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

Premium for double time:

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

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

ANNEX C

INSURANCE REQUIREMENTS

C.2 Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$10,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - d) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - e) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - f) Employees and, if applicable, Volunteers must be included as Additional Insured.
 - g) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - h) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - i) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - j) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - k) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
 - l) Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.

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 its Quality Control Plan. The ITP must be submitted to the Inspection Authority for review and amended by the Contractor to the satisfaction of the Inspection Authority.
 - (a) Each ITP must contain all inspection points identified in the Technical Specification highlighting any mandatory points that must be witnessed by the Inspection Authority 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. Coding:

- (a) Each Inspection and Test Plan (ITP) is to be coded for identification clearly demonstrating a systematic approach similar to the following (Contractor's system should be defined in its Quality Control Plan):
 - (i) Prefixes for Inspections, Test and Trials:

Prefix "1" is a Contractor inspection, i.e. 1H-10-01, 1H-10-02;

prefix "2" is a Contractor post repair test, i.e. 2H-10-01; and

prefix "3" is a Contractor post repair trial, i.e. 3H-10-01.
- (b) Specification items followed by assigned sequence numbers for inspection processes within each Specification Item; and
- (c) Cross reference to a verification document number

3. 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 may also be included or referenced in the Specifications. An individual Inspection and Test Plan (ITP) is required for each Specification item.

- (a) All ITPs must be prepared by the Contractor in accordance with the above criteria, its Quality Plan, and must provide the following reference information:
 - (i) the ship's name;
 - (ii) the Specification item number;
 - (iii) equipment/system description and a statement defining the parameter which is being inspected;
 - (iv) a list of applicable documents referenced or specified in the inspection procedure;

- (v) the inspection, test or trial requirements specified in the Technical Specification;
- (vi) the tools and equipment required to accomplish the inspection;
- (vii) the environmental conditions under which the inspections are to be conducted and the tolerances on the inspection conditions;
- (viii) 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;
- (ix) name and signature of the person who prepared the plan, date prepared and amendment level; and,
- (x) names and signatures of the persons conducting and witnessing the inspection, test or trial.

4. Contractor Imposed Testing:

Tests and trials in addition to those given in the Technical Specification must be approved by the Inspection Authority.

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

D.2 Conduct of Inspection

1. Inspections must be conducted in accordance with the ITP.
2. The Contractor must provide its own staff or subcontracted staff to conduct inspections, tests and trials; excepting that Technical Authority or Inspection Authority personnel may be designated in the specifications, in which case the Contractor must ensure that its own staff are 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 its 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 Inspection Authority as they are completed.
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 Inspection Authority. Canada representatives may assist in identification where appropriate.

4. Corrective action to remove cause of unsatisfactory inspections must be submitted to the Inspection Authority in writing by the Contractor, for approval before affecting such repairs and rescheduling of the unsatisfactory inspection/test/trial. Such notices must be included in the final records passed to the Inspection Authority.
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 its 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 Inspection Authority upon request.

D.4 Inspection and Trials Process

1. Drawings and Purchase Orders

- (a) Upon receipt of two (2) copies of each drawing or purchase order, the designated Inspection Authority will review its content against the provisions of the Specifications. Where discrepancies are noted, the Inspection Authority will formally advise all concerned, in writing using a Discrepancy Notice. The resolution of any such discrepancy is a matter for consultation between the Contractor and other Crown Authorities.

The Inspection Authority is NOT responsible for the resolution of discrepancies.

2. Inspection

- (a) Upon receipt and acceptance of the Contractor's ITP, inspection will consist of a number of Inspection Points supplemented by such other inspections, tests, demonstrations and trials as may be deemed necessary by the Inspection Authority to permit him to certify that the work has been performed in compliance with the provisions of the Specifications. The Contractor must be responsible for notifying the designated Inspection Authority of when the work will be available for inspection, sufficiently in advance to permit the designated Inspection Authority to arrange for the appropriate inspection.
- (b) The Inspection Authority will inspect the materials, equipment and work throughout the project against the provisions of the Technical Specification and, where non-conformances are noted, will issue appropriate **INSPECTION NON-CONFORMANCE REPORTS**.
- (c) The Contract requires the implementation of a Quality Assurance/Quality Control system, so the Inspection authority must require that the Contractor provide a copy of its internal inspection report pertaining to a work item before conducting the requested inspection. If third party inspections are required by the Contract (e.g. inspections by a certified CWB 178.2 welding inspector), the reports of these inspections must be required before the Work is inspected by the Inspection Authority.
- (d) The QA/QC system is a requirement, so if the documentation is presented to the Inspection Authority before an inspection stating that the Work is satisfactory but the Inspection Authority finds that the Work has not been satisfactorily inspected, the Inspection Authority must issue an Inspection Non-conformance Report against the Work and another against the failure of the Contractor's QA/QC system.
- (e) Before carrying out any inspection, the Inspection Authority must review the requirements for the Work and the acceptance and/or rejection standards to be applied. Where more than one

standard or requirement is called up and they are potentially conflicting, the Inspection Authority must refer to the order of precedence in the Contract to determine the standard or requirement to be applied.

3. Inspection Non-conformance report

- (a) An Inspection Non-conformance report will be issued for each non-conformance noted by the Inspection Authority. Each report will be uniquely numbered for reference purposes, will be signed and dated by the Inspection Authority, and will describe the non-conformance.
- (b) When the non-conformance has been corrected by the Contractor and has been re-inspected and accepted by the Inspection Authority, the Inspection Authority will complete the Report by adding an applicable signed and dated notation.
- (c) At the end of the project, the content of all Inspection Non-conformance Reports which have not been signed-off by the Inspection Authority will be transferred to the Acceptance Documents before the Inspection Authority's certification of such documents.

4. Tests, Trials, and Demonstrations

- (a) To enable the Inspection Authority to certify that the Work has been performed satisfactorily, in accordance with the Contract and Specifications, the Contractor must schedule, co-ordinate, perform, and record all specified Tests, Trials and Demonstrations required by the Inspection Authority.
- (b) Where the Specifications contain a specific performance requirement for any component, equipment, sub-system or system, the Contractor must test such component, equipment, sub-system or system to the satisfaction of the Inspection Authority, to prove that the specified performance has been achieved and that the component, equipment, sub-system or system performs as required by the specifications.
- (c) Tests, trials and demonstrations must be conducted in accordance with a logical, systematic schedule which must ensure that all associated components and equipment are proven before sub-systems demonstration or testing, and that sub-systems are proven before system demonstration or testing.
- (d) Where the Specifications do not contain specific performance requirements for any component, equipment, sub-system or system, the Contractor must demonstrate such component, equipment, sub-system or system to the satisfaction of the Inspection Authority.
- (e) The contractor must submit its Test and Inspection Plan as indicated in section D.1 above.
- (f) The Contractor must co-ordinate each test, trial and demonstration with all interested parties, including the Inspection Authority; Contracting and Technical Authorities; regulatory authorities; Classification Society; Sub-contractors; etc. The Contractor must provide the Inspection Authority and other Crown Authorities with a minimum of five working days notice of each scheduled test, trial, or demonstration.
- (g) The Contractor must keep written records of all tests, trials, and demonstrations conducted.
- (h) The Contractor must in all respects be responsible for the conduct of all tests and trials in accordance with the requirements of the Contract.
- (i) The Inspection Authority and the Technical Authority reserve the right to defer starting or continuing with any sea trials for any reasonable cause including but not limited to adverse weather, visibility, equipment failure or degradation, lack of qualified personnel and inadequate compliance with safety standards.

ANNEX E

WARRANTY

General Conditions 2030 (2014-09-25) - Higher Complexity Goods, are hereby amended by deleting section 2030 22 – Warranty, and replacing it as follows:

E.1 Section 22 Warranty

1. At the discretion of the Minister, the Contractor will replace or make good at its own expense any finished work, excluding Government Issue incorporated therein, which becomes defective or which fails to conform to contract requirements as a result of faulty or inefficient manufacture, material or workmanship.
2. Notwithstanding prior acceptance of the finished work, and without restricting any other term of the Contract or any condition, warranty or provision implied or imposed by law, the Contractor hereby warrants that the following shall be free from all defects and shall conform with the requirements of the contract:
 - (a) The painting of the underwater portion of the hull for a period of three hundred and sixty-five (365) days commencing from the date of undocking, except that the Contractor will only be liable to repair and/or replace to a value to be determined as follows:

Original cost to Canada of the underwater painting Work, divided by three hundred and sixty-five (365) days and multiplied by the number of days remaining in the warranty period. The resultant would represent the "Dollar Credit" due to Canada from the Contractor.
 - (b) All other painting Work for a period of three hundred and sixty-five (365) days commencing from the date of acceptance of the Work;
 - (c) All parts and material provided by the Contractor for a period of three hundred and sixty-five (365) days commencing from the date of acceptance of such parts or material;
 - (d) All other items of Work for a period of ninety (90) days commencing from the date of acceptance of the Work, except that:
 - (i) the warranty on the Work related to any system or equipment not immediately placed in continuous use or service shall extend for a period of ninety (90) days from the date of acceptance of the vessel;
 - ii) for all outstanding defects, deviations, and Work items listed on the Acceptance Document at Delivery, the Warranty will be ninety (90) days from the subsequent date of acceptance for each item.
3. If more than one warranty period applies, in accordance with the above, to any Work, then the warranty shall be for the longest period.
4. The Contractor agrees to pass to Canada, and exercise on behalf of Canada, all warranties on the Materials supplied or held by the Contractor which exceed the periods indicated Above.

E.2 Warranty Procedures

E2.1 Scope

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

E2.2 Definition

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

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

E2.3 Warranty Conditions

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

E2.4 Reporting Failures With Warranty Potential

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

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

E2.5 Procedures

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

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

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

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

E2.6 Liability

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

to repair or overhaul the unserviceable item, in such cases the PWGSC Contracting Authority will negotiate the best possible sharing arrangement.

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

E2.7 Alongside Period For Warranty Repairs and Checks

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

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

- c. The Underwater paint system, before expiration of the warranty, should be checked by divers. The Technical Authority, is to arrange the inspection and inform the Contracting Authority of any adverse results.

Solicitation No. - N° de l'invitation
F3012-15N301/A
Client Ref. No. - N° de réf. du client
F3012-15N301

Amd. No. - N° de la modif.
001
File No. - N° du dossier
QCL-5-38303

Buyer ID - Id de l'acheteur
qcl005
CCC No./N° CCC - FMS No/ N° VME

Appendix 1 of Annexe E



Public Works and Government
Services Canada

Travaux publics et Services
gouvernementaux Canada

Warranty Claim Réclamation De Garantie

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

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

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

Solicitation No. - N° de l'invitation
F3012-15N301/A
Client Ref. No. - N° de réf. du client
F3012-15N301

Amd. No. - N° de la modif.
001
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QCL-5-38303

Buyer ID - Id de l'acheteur
qcl005
CCC No./N° CCC - FMS No/ N° VME

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

Date of Corrective Action - Date de modalité de reprise

Client Name and Signature - Nom et signature de client

Date

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

Signature – Signature

Date

Solicitation No. - N° de l'invitation
F3012-15N301/A
Client Ref. No. - N° de réf. du client
F3012-15N301

Amd. No. - N° de la modif.
001
File No. - N° du dossier
QCL-5-38303

Buyer ID - Id de l'acheteur
qcl005
CCC No./N° CCC - FMS No/ N° VME

ANNEX F

VESSEL CUSTODY

(Not used)

Solicitation No. - N° de l'invitation
F3012-15N301/A
Client Ref. No. - N° de réf. du client
F3012-15N301

Amd. No. - N° de la modif.
001
File No. - N° du dossier
QCL-5-38303

Buyer ID - Id de l'acheteur
qcl005
CCC No./N° CCC - FMS No/ N° VME

ANNEX G

SECURITY REQUIREMENTS CHECK LIST

(Not used)

Solicitation No. - N° de l'invitation
F3012-15N301/A
Client Ref. No. - N° de réf. du client
F3012-15N301

Amd. No. - N° de la modif.
001
File No. - N° du dossier
QCL-5-38303

Buyer ID - Id de l'acheteur
qcl005
CCC No./N° CCC - FMS No/ N° VME

ANNEX H

PROJECT MANAGEMENT SERVICES

(not used)

ANNEX I

FINANCIAL BID PRESENTATION SHEET

11 Price for Evaluation

A)	Milestone 1: For the supply of 13 in number breakers as specified in Annex A and detailed in the attached Pricing Data Sheets Appendix 1 of Annex "I", a FIRM PRICE of:	\$ _____
B)	Milestone 2: Known Work For work as stated in Clause 7.1 a) of Part 1, specified in Annex "A" and detailed in the attached Pricing Data Sheets Appendix 1 of Annex "I", for a FIRM PRICE of:	\$ _____
C)	Unscheduled Work Contractor <i>Labour Cost</i> : Estimated labour hours at a firm <i>hourly Charge-out Labour Rate</i> , including overhead and profit for evaluation purpose only: 200 person hours X \$ _____ per hour for a PRICE of: See I2.1 and I2.2 below.	\$ _____
D)	EVALUATION PRICE Applicable taxes excluded [A + B + C]: For an EVALUATION PRICE of:	\$ _____

12 Unscheduled Work

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

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

I2.1: Notwithstanding definitions or terms used 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 below, will not be negotiated, but will be compensated for in accordance with paragraph 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.

- 12.2:** Allowance for *Related Labour Costs* such as: Management, Direct Supervision, Purchasing and Material Handling, Quality Assurance and Reporting, First Aid, Gas Free Inspecting and Reporting, and Estimating will be included as *Overhead* for the purposes of determining the *Charge-out Labour Rate* entered in line I2 above.
- 12.3:** The 10% mark-up rate for materials will also apply to subcontracted costs. The mark-up rate includes any allowance for material and subcontract management not allowed for in the Charge out Labour Rate. The Contractor will not be entitled to a separate labour component for the purchase and handling of materials or subcontract administration.

I3 Overtime

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

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

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

Premium For Double time: \$ _____ per hour

Premium for time and one half:

$\frac{1}{2}$ (that portion of the firm Hourly Charge-out Labour Rate in I2 that is directly attributable to salary cost plus related certified fringe benefits) times 7.5% (representing profit)

Premium for double time:

(that portion of the Unscheduled Work firm Charge-out Labour Rate in I2 that is directly attributable to salary cost plus related certified fringe benefits) times 7.5% (representing profit)

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

Solicitation No. - N° de l'invitation
F3012-15N301/A
Client Ref. No. - N° de réf. du client
F3012-15N301

Amd. No. - N° de la modif.
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<i>Item</i>	<i>DESCRIPTION</i>	<i>FIRM PRICE</i>
2	<u>Auxiliary power panel, 600V, 1500A, 25KVA (with draw-out base):</u> 2 FPE breakers, Type 30H-3-600 or equal 2 FPE breakers, Type 30H-3-800 or equal a) Installation material consumables and equipment:: \$ _____ b) Labour: \$ _____ Total a) + b) = \$ _____	 \$ _____
3	<u>Emergency power panel, 600V, 600A, 18KVA (with draw-out basis):</u> 2 FPE breakers, Type 30H-3-600 or equal a) Installation material consumables and equipment:: \$ _____ b) Labour: \$ _____ Total a) + b) = \$ _____	 \$ _____
TOTAL milestone no. 2::		\$ _____