



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

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

THIS DOCUMENT CONTAINS A SECURITY
REQUIREMENT / DOCUMENT CONTIENT DES
EXIGENCES RELATIVES À LA SÉCURITÉ

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

Issuing Office - Bureau de distribution

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

| | |
|--|--|
| Title - Sujet Non-Destructive Testing Services | |
| Solicitation No. - N° de l'invitation W3555-178994/A | Date 2016-09-21 |
| Client Reference No. - N° de référence du client W3555-178994 | |
| GETS Reference No. - N° de référence de SEAG PW-\$XLV-211-7054 | |
| File No. - N° de dossier XLV-6-39090 (211) | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-10-07 | Time Zone Fuseau horaire Pacific Daylight Saving Time PDT |
| F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/> | |
| Address Enquiries to: - Adresser toutes questions à: Buchan, Torrey | Buyer Id - Id de l'acheteur xlv211 |
| Telephone No. - N° de téléphone (250) 363-3249 () | FAX No. - N° de FAX (250) 363-3960 |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: NATIONAL DEFENCE CANADA See herein | |

Instructions: See Herein

Instructions: Voir aux présentes

| | |
|--|--|
| Delivery Required - Livraison exigée See Herein | 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 |

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

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

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

1.2 Summary

The Department of National Defence has a requirement for non-destructive testing (NDT), primarily radiography (RT), of HMC Ship and Submarine structure and pipe weld repairs to provide Quality Control (QC) in accordance with specified standards and policies as detailed in the Statement of Work at Annex A.

The location of work is Fleet Maintenance Facility Cape Breton in Esquimalt, BC.
The period of the contract will be for a three-year period, with an additional two, one-year option periods.
The expected expenditure over the three-year contract period is \$ 100,000.00.

There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).
The requirement is subject to a preference for Canadian goods and/or services

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 (2016-04-04) 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.

2.3.1 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.

2.3.2 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.

2.3.3 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 ten 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 British Columbia.

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

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 – Two (2) hard copies
- Section II: Financial Bid – One (1) hard copy
- Section III: Certifications – One (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) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

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

3.2 Section I: Technical Bid

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

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

3.3 Section II: Financial Bid

3.3.1 Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet detailed in Annex F. The total amount of Applicable Taxes must be shown separately.

3.3.2 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex G Electronic Payment Instruments, to identify which ones are accepted.

If Annex G, Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

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3.1.3 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications and additional information 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 including the technical evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) The evaluation team will determine first if there are two or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

The Offeror must demonstrate that it offers to perform **all** aspects of the Work described in the Statement of Work.

The Offeror must have sufficient capacity and resources to conduct the work on site at FMFCB from contract initiation for three years with possible extension up to five years.

The Offeror must be registered to *ISO 9001:2000* and have a working knowledge and ability to maintain compliance with Naval Standard C-23-VIC-000/AM-001 *Quality Assurance for Safety in Submarine-Victoria Class* and the other applicable standards in the Statement of Work.

The Offeror's and/or subcontractor's personnel that are proposed to be assigned to perform the NDT work must be qualified as a minimum to CAN/CGSB 48.9712 Level 2, for the applicable disciplines, i.e., Magnetic particle (MT), Liquid Penetrant (PT), Ultrasonic (UT), Radiographic testing (RT).

The Offeror must have recent prior experience (within the last two years from the date of bid closing) providing the same NDT service as in the Statement of Work, in similar applications.

4.1.1.2 Point Rated Technical Criteria

Note:

Points will be applied to the Point-Rated Technical Criteria based on the evaluation by the panel members against the appropriate category (see Technical Evaluation Scoring Sheet) unless otherwise noted in the scoring breakdown. Primary Criteria will be marked out of six and Secondary Criteria will be marked out of four. Failure to achieve a "Good" category in any single criterion does not result in a bid rejection as long as the minimum total score is achieved.

The Offeror is to provide the company organizational chart, name(s) with the resume(s) and qualifications of up to four (4) NDT personnel, which is to include the Level 3 qualified radiographer.

The Offeror is to provide an outline of the company's past experience from two projects for which the company has undertaken NDT tasking for a marine application, preferably RT, within the past two years, by providing details on the scale and scope of work (type and class of welds, type of NDT), number of company staff who worked on the project, and letters of reference.

The Offeror is to provide three examples of work as described in the Appendices to Annex A, Statement of Work:

Two examples of Technique Sheets for weld RT, preferably demonstrating capability for different tasks and emergent issues, and one example of an NDT Report displaying a summary of weld RT conducted on an item.

4.1.1.3 Technical Evaluation Scoring Sheet

Mandatory Criteria

| Criteria Description | Y/N? | Bid Ref. |
|--|------|----------|
| Statement or narrative demonstrating offer to perform all aspects of work described in the Statement of Work | | |
| Statement or narrative demonstrating capacity and resources available to conduct the work on site at FMFCB for the next three years with possible extension up to five years | | |
| Statement or narrative demonstrating compliance with ISO 9001:2000 standard and those outlined in the statement of work. Copies of certification where applicable. | | |
| Statement or narrative demonstrating qualifications of personnel to conduct the work up to required minimum level (CAN/CGSB 48.9712 Level 2). Copies of certification provided. | | |
| Statement or narrative demonstrating recent prior experience (within the last two years from the date of bid closing) providing same NDT service as in the Statement of Work in a similar application. | | |

Ranked Criteria

| Criteria Description | Score | Comments [/Scoring Breakdown] |
|--|-------------|--|
| 1. Organisation | | |
| Overall organization of the proposal and proposed team, including: a) Information provided (10) b) Team structure (10) c) Resumes of Qualified personnel (10) | / 30 | [a] Comprehension of SOW (6) Clarity of bid proposal (4) b) Org chart provided (2) Clear reporting/mgmt structure (4) Available personnel for project (4) c) Experience of Personnel (6) Certification provided (4)] |
| 2. Project Experience | | |
| Detail of Project 1: a) Scale and scope of work (10) b) Staff employed on project (10) c) Letter of reference (10) | / 30 | [a] RT project (6) OR Other NDT (2) Type and class of welds (4) b) Personnel on project (4) Complexity / Qualifications reqd (6) c) Reference provided (4) Quality of reference (6)] |
| Detail of Project 2: a) Scale and scope of work (10) b) Staff employed on project (10) c) Letter of reference (10) | / 30 | [a] RT project (6) OR Other NDT (2) Type and class of welds (4) b) Personnel on project (4) Complexity / Qualifications reqd (6) c) Reference provided (4) Quality of reference (6)] |
| 3. Examples of Work | | |
| Example of Technique Sheet #1 a) Presentation (6) b) Technical Content (4) | / 10 | [a] Is required information from Annex presented and is it clear (6) |

| | | |
|--|--------------|---|
| | | <i>b) Level of technical content against the requirement of the SOW (4)]</i> |
| Example of Technique Sheet #2 a) Presentation (6) b) Technical Content (4) | / 10 | <i>[a) Is required information from Annex presented and is it clear (6) b) Level of technical content against the requirement of the SOW (4)]</i> |
| Example of NDT Report a) Presentation (6) b) Technical Content (4) | / 10 | <i>[a) Is required information from Annex presented and is it clear (6) b) Level of technical content against the requirement of the SOW (4)]</i> |
| TOTAL SCORE | / 120 | |
| Minimum Score Required | 81 | |

Points Applied for Point-Rated Technical Criteria

| Primary Criteria (out of 6) | Secondary Criteria (out of 4) | Category | Information and content provided is... |
|--------------------------------|----------------------------------|----------------|--|
| 0 | 0 | UNSATISFACTORY | Insufficient for any evaluation of the services offered. |
| 1 | 1 | POOR | Insufficient for effective evaluation and would be considered unacceptable for meeting the services requirements. |
| 3 | 2 | FAIR | Minimal and would be considered to be less than acceptable for meeting the services requirements. |
| 4 | 3 | GOOD | Sufficient for evaluation. Services offered are average and would meet the performance of the requirement. |
| 5 | 4 | VERY GOOD | More than sufficient for effective evaluation. Services offered are of above average and would more than meet the requirement. |
| 6 | 4 | EXCELLENT | Exceptional. Services offered exceed the performance requirements. |

Points Total for Point-Rated Technical Criteria

| Total Points (out of 120) | Category | Information and content provided is... |
|------------------------------|----------------|---|
| 0-30 | UNSATISFACTORY | Insufficient for any evaluation of the services offered. |
| 31-60 | POOR | Insufficient for effective evaluation and is considered not acceptable for meeting the services requirements. |
| 61-80 | FAIR | Minimal and is considered to be less than acceptable for meeting the services requirements. |
| 81-95 | GOOD | Sufficient for evaluation. Services offered are average and will meet the performance of the requirement. |
| 96-110 | VERY GOOD | More than sufficient for effective evaluation. Services offered are of above average and will more than meet the requirement. |
| 111-120 | EXCELLENT | Exceptional. Services offered exceed the performance requirements. |

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price

4.2 Basis of Selection

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all mandatory technical evaluation criteria; and
 - c. obtain the required minimum of 81 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 120 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive bid with the lowest evaluated price per point will be recommended for award of a contract.

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. Unless specified otherwise, 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 Integrity Provisions - Declaration of Convicted Offences

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

5.1.2 Additional Certifications Required with the Bid

5.1.2.1 Canadian Content Certification

This procurement is conditionally limited to Canadian goods and Canadian services.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the goods and services offered are Canadian goods and Canadian services, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the bid will result in the goods and services offered being treated as non-Canadian goods and non-Canadian services.

The Bidder certifies that:

- () a minimum of 80 percent of the total bid price consist of Canadian goods and Canadian services as defined in paragraph 5 of clause A3050T.

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.(9), Example 2, of the Supply Manual.

5.1.2.1.1 SACC Manual clause [A3050T](#) (2014-11-27) Canadian Content Definition

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 specified will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

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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" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed) website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed).

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.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

SACC Manual Clause [A3005T](#) (2010-08-16), Status and Availability of Resources

5.2.3.2 Education and Experience

SACC Manual clause [A3010T](#) (2010-08-16) Education and Experience

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 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 7 - Resulting Contract Clauses;
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - 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 \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

6.2 Insurance Requirements

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

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

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex A.

7.2 Task Authorization

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

7.2.1 Task Authorization Process

7.2.1.1 Task Authorization

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

7.2.1.2 Task Authorization Process

1. The Technical Authority will provide the Contractor with a description of the task using the "DND 626, Task Authorization Form" specified in Annex E.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Technical Authority, within two (2) calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Technical Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

7.2.2 Task Authorization Limit

The Technical Authority may authorize individual task authorizations up to a limit of \$ 25,000.00, Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Technical Authority and Contracting Authority before issuance.

7.2.4 Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause,
"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means \$ 50,000.00.
2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum

liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

7.2.5 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Contracting Authority.

The quarterly periods are defined as follows:

1st quarter: _____
2nd quarter: _____
3rd quarter: _____
4th quarter: _____

The data must be submitted to the Contracting Authority no later than thirty (30) calendar days after the end of the reporting period.

7.2.5.1 Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

For each authorized task:

- the authorized task number or task revision number(s);
- a title or a brief description of each authorized task;
- the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- the start and completion date for each authorized task; and
- the active status of each authorized task, as applicable.

For all authorized tasks:

- the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

7.2.6 Task Authorization - Department of National Defence

The administration of the Task Authorization process will be carried out by Fleet Maintenance Facility Cape Breton - Contracts Section. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

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 (2016-04-04), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

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

1. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees.
2. Whether the claim is based in contract, tort, or another cause of action, the Contractor's liability for all damages suffered by Canada caused by the Contractor's performance of or failure to perform the Contract is limited to \$10 million per incident or occurrence to an annual aggregate of \$20 million for losses or damage caused in any one year of carrying out the Contract, each year starting on the date of coming into force of the Contract or its anniversary. This limitation of the Contractor's liability does not apply to nor include:
 - (a) Any infringement of intellectual property rights;
 - (b) Any breach of warranty obligations;
 - (c) Any liability of Canada to a third party arising from any act or omission of the Contractor in performing the Contract; or
 - (d) Any loss for which the policies of insurance specified in the Contract or any other policies of insurance held by the Contractor would provide insurance coverage.
3. Each Party agrees that it is fully liable for any damages that it causes to any third party in connection with the Contract, regardless of whether the third party makes its claim against Canada or the Contractor. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada for that amount.
4. The Parties agree that nothing herein is intended to limit any insurable interest of the Contractor nor to limit the amounts otherwise recoverable under any insurance policy. The Parties agree that to the extent that the insurance coverage required to be maintained by the Contractor under this Contract or any additional insurance coverage maintained by the Contractor, whichever is greater, is more than the limitations of liability described in sub article (2), the limitations provided herein are increased accordingly and the Contractor shall be liable for the higher amount to the full extent of the insurance proceeds recovered.
5. If, at any time, the total cumulative liability of the Contractor for losses or damage suffered by Canada caused by the Contractor's performance of or failure to perform the Contract, excluding liability described under subsection 2(a), (b), (c) and (d) exceeds \$40 million, either Party may terminate the Contract by giving notice in writing to the other Party and neither Party will make

any claim against the other for damages, costs, expected profits or any other such loss arising out of the termination. However, no such termination or expiry of the Contract shall reduce or terminate any of the liabilities that have accrued to the effective date of the termination but which liabilities are subject to the limitations as specified in sub-article (1) through (4) above.

6. The date of termination pursuant to this Article, shall be the date specified by Canada in its notice to terminate, or, if the Contractor exercises the right to terminate, in a notice to the Contractor from Canada in response to the Contractor's notice to terminate. The date of termination shall be in Canada's discretion to a maximum of 12 months after service of the original notice to terminate served by either Party pursuant to sub-article 5, above.

7.2.2 Supplemental General Conditions

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

7.3 Security Requirements

The following security requirements (*SRCL and related clauses provided by ISP*) apply and form part of the Contract.

- 7.3.1 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 Services and Procurement Canada (PSPC).
- 7.3.2 The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PSPC.
- 7.3.3 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PSPC.
- 7.3.4 The Contractor/Offeror must comply with the provisions of the:
- a. Security Requirements Check List, attached at Annex D;
 - b. Industrial Security Manual (Latest Edition).

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from date of Contract to _____ (*two years later*) inclusive.

7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two additional one-year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

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W3555-178994/A
Client Ref. No. - N° de réf. du client
W3555-178994

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

Buyer ID - Id de l'acheteur
xl1v211
CCC No./N° CCC - FMS No./N° VME

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Torrey Buchan
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Pacific Region – Marine Acquisitions
Address: Suite 401 – 1230 Government Street
Victoria, BC V8W 3X4
Canada

Telephone: 250-216-2092
Facsimile: 250-363-3960
E-mail address: Torrey.Buchan2@pwgsc-tpsgc.gc.ca

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

7.5.2 Technical Authority

The Technical Authority for the Contract is :

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: ____-____-____
Facsimile: ____-____-____
E-mail: _____.

The Technical Authority named above 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 Contractor's Representative

The bidder is to complete table below and submit with their bid.

| Contact for: | Name | Telephone | Email |
|--------------------|------|-----------|-------|
| Contracting issues | | | |
| Technical issues | | | |
| Invoicing issues | | | |

7.6 Proactive Disclosure of Contracts with Former Public Servants *(if applicable)*

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.

7.7 Payment

7.7.1 Basis of Payment – Limitation of Expenditure – Task Authorizations

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment in Annex B, to the limitation of expenditure specified in the authorized TA.

Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

7.7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ 100,000.00 . Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.7.3 Multiple Payments

SACC Manual Clause H1001C (2008-05-12), Multiple Payments

7.7.4 Electronic Payment of Invoices – Contract *(if applicable)*

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;

- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);

7.7.5 Time Verification

SACC manual clause C0711C (2008-05-12), Time Verification

7.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed. Each invoice must be supported by a copy of time sheets to support the time claimed.
2. Invoices must be distributed as follows:
The original and one (1) copy must be forwarded to the following address for certification and payment:
Contracts Section
Fleet Maintenance Facility – Cape Breton
Building 250, Dockyard
Stn Forces PO Box 17000
Victoria, BC V9A 7N2
Canada

7.9 Certifications and Additional Information

7.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

7.9.2 SACC Manual Clauses

A3060C (2008-05-12), Canadian Content Certification

7.10 Applicable Laws

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

7.11 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), Ship Repairs;
- (c) the general conditions 2030 (2016-04-04), General Conditions - Higher Complexity - Goods;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Insurance Requirements;
- (g) Annex D, Security Requirements Check List;
- (h) Annex E, DND 626 – Task Authorization Form;
- (i) the signed Task Authorizations (including all of its annexes, if any);
- (j) the Contractor's bid dated _____.

7.12 Canadian Forces Site Regulations

SACC Manual Clause A9062C (2011-05-16), Canadian Forces Site Regulations

7.13 Insurance Requirements

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

ANNEX A

STATEMENT OF WORK

Title: FMF CB Non-Destructive Testing Services

Objective

1. To carry out non-destructive testing (NDT), primarily radiography (RT), of HMC Ship and Submarine structure and pipe weld repairs to provide Quality Control (QC) in accordance with specified standards and policies as required by Fleet Maintenance Facility Cape Breton (FMF CB).
Streams 1, 2, 3

Background

2. When repairs are carried out to steel structure or metal pipe work on HMC Ships and Submarines the welds are subject to QC standards to support safety assurance. For Class 1 and Class 2 welds as defined in paragraph 8d there is a requirement for RT to be completed in accordance with the standards specified in paragraphs 8a, b and c. FMF CB requires contractor services to provide that capability as the need arises. The work is often instigated from repairs found under survey not from planned modifications or upgrades and as such is unpredictable. FMF CB requires that a notice period is agreed for the services to be provided as these requirements arise.

Streams 1, 2, 3

Scope

3. The Contractor must conduct RT of approximately 100 pipe welds and 10 structural welds in year one of the contract and approximately 30 pipe welds and 20 structural welds per year on HMC Ships and Submarines in dock or alongside a jetty for 3 years with optional 2 year extension. The Contractor must carry out approximately 10 MT/UT/PT inspections per year to supplement FMF capability. This is an estimate and the volume of work may change but the type of task and technical specifications will be consistent with what is described here.

Streams 1, 2, 3

Tasks and Technical Specifications

4. There will be three streams of Task Authorisation under this contract. Each paragraph of this Statement of Work is annotated with which streams are applicable.
 - a. Stream 1 – Radiography of pipes
 - b. Stream 2 – Radiography of structural plate and members
 - c. Stream 3 – Other NDT including Magnetic Particle Inspection (MT), Ultrasonic Thickness Measurements (UT) and Liquid Dye Penetrant Inspection (PT)

Streams 1, 2, 3

5. To reach the stated objective the Contractor must meet the requirements of the following technical specifications and task details:

a. For a given Task Authorisation (TA) the contractor must

- i. Provide all equipment and services.
- ii. Respond within 2 business days to arrange site visit details such as time and date.
- iii. Carry out the NDT in the scope of that TA within 5 business days of receiving it.
- iv. Provide all deliverables relating to each weld inspection within 3 business days of the NDT including the film (where applicable), the NDT report and the technique sheet.

Streams 1, 2, 3

6. The Contractor must carry out all radiography in accordance with the standards quoted in paragraph 8. The Contractor must include as a minimum, all the data in the example technique sheets and NDT report provided at Appendices 1 to 3. From within the requirements articulated in those standards it is important to note the following details referenced specifically here for clarity:

- a. The correct interpretation of the standards with respect to radiography of Class 1 and Class 2 pipe welds of the sleeve and socket type is that a total of 7 radiographs are required per sleeve and socket joint. That comprises 3 shots per fillet weld (from angles as specified in paragraph 8) and one shot to identify and quantify the gap between the pipe ends. If this is not achievable for a given weld the Contractor must contact FMF CB to consult with the customer on an acceptable alternative arrangement (remove interference items or a modified RT technique). If a modified technique is used this must be clearly articulated in the technique sheet.
- b. The correct interpretation of the standards with respect to radiography of Class 1 and Class 2 pipe welds of the butt weld type is that 3 radiographs are required depending on pipe diameter. If this is not achievable for a given weld the Contractor must contact FMF CB to consult with the customer on an acceptable alternative arrangement (remove interference items or a modified RT technique). If a modified technique is used this must be clearly articulated in the technique sheet.
- c. The film must include as a minimum the following data which is to match the data on the corresponding Radiography Evaluation Reports and Technique Sheets.
 - i. Weld number
 - ii. Radiograph number
 - iii. Date
 - iv. Weld type
 - v. Pipe number
- d. Weld numbers are to be quoted accurately in all deliverables in accordance with FMF CB weld maps which will be supplied with each TA.

- e. All radiographs and associated Radiography Evaluation Reports and Technique sheets must be reviewed and approved by a Level 3 qualified radiographer and they must clearly state if the inspection was a pass or fail.
- f. If the precise requirements called for in paragraphs 6 and 7 cannot be met for any reason the Contractor must recommend an alternative technique such as that shown in the example in Appendix 2. FMF CB will confirm if that alternative technique is acceptable or not before the radiography is completed. On any given task authorization call-out the Contractor should achieve as much other work as possible and contact FMF CB to agree alternative techniques where the requirements of the standards in paragraph 8 cannot be met.

Streams 1, 2

- 7. The contractor must carry out all MT, UT and PT inspections in accordance with specifications, examples and standards quoted in paragraph 8.

Stream 3

Applicable Standards

- 8. The Contractor must comply with all the relevant sections of the standards and specifications listed below and provide deliverables with a minimum of the data and detail shown in the examples given in Appendices 1-3:

Available upon request:

- a. D-49-003-003/SF-001 WELDING SPECIFICATION FOR HMC SHIPS AND AUXILIARIES
- b. D-49-003-003/SF-002 PIPE WELDING AND BRAZING SPECIFICATION

Available on-line:

- c. DEF STAN 02-729, PT 1-5, REQUIREMENTS FOR NON-DESTRUCTIVE EXAMINATION METHODS
- d. DEF STAN 02-773, ISSUE 3, MINIMUM NON-DESTRUCTIVE EXAMINATION ACCEPTANCE STANDARDS FOR WELDS IN HM SUBMARINES AND SURFACE SHIPS NOT IN CLASS
- e. CANADIAN NUCLEAR SAFETY COMMISSION REGULATIONS ENFORCING THE NUCLEAR SAFETY CONTROL ACT

APPENDICES:

- f. APPENDIX 1 - EXAMPLE TECHNIQUE SHEET (NO MODIFICATIONS)
- g. APPENDIX 2- EXAMPLE RADIOGRAPHIC EVALUATION REPORT AND TECHNIQUE SHEET (MODIFIED SLEEVE AND SOCKET WELD)
- h. APPENDIX 3- EXAMPLE RADIOGRAPHIC EVALUATION REPORT AND TECHNIQUE SHEET (MODIFIED BUTT AND SLEEVE AND SOCKET FILLET)

Streams 1, 2,

Travel

- 9. The Contractor must arrange and provide all travel required to respond to TAs at no additional cost.

Streams 1, 2, 3

Constraints

10. Listed below are constraints associated with the project:

- a. The Contractor must work within allocated times which will normally be between 1600 and 0600 hours on weekdays and any time over weekends depending on programme and project requirements.
- b. The Contractor must respond to TA notice within 2 business days and must attend to carry out the work at a minimum notice of 5 business days (although FMF CB will endeavour to always give as much notice as possible).
- c. The Contractor must provide the deliverables for weld radiographed within 3 business days of having completed the radiograph.
- d. HMC Ships and Submarines require minimum Reliability Status security clearance. Security requirements apply both to the Contractor as an organisation as well as the specific individuals and/or sub-contractor(s) carrying out the work.
- e. The Contractor must attend the free FMF CB Subsafe course and other mandatory training (totalling 1 working day of effort for each person required to work in FMF).
- f. The Contractor must be registered with the Nuclear Safety Programme.

Streams 1, 2, 3

Client Support

11. The list below is support provided by the client:

- a. FMF CB will ensure areas of work are gas free and proven safe for entry as appropriate.
- b. FMF CB will provide ventilation and lighting equipment.
- c. FMF CB will provide safety sentries as required and will ensure Worksafe BC measures are in place.
- d. FMF CB will assess completed deliverables and confirm if they have met the requirements within 5 days of having received them. Note that FMF CB may use the services of DRDC, another government agency, in order to complete that assessment.
- e. FMF CB will provide parking for up to two vehicles at a time to support workers on site.
- f. FMF CB will provide free Subsafe and other mandatory training for the Contractor's staff required to work on site.

Streams 1, 2, 3

Meetings

12. The following meetings may occur following contract award:

- a. If required a meeting can be held to clarify requirements and detailed arrangements between FMF CB and the Contractor for specific TAs.
- b. The Contractor must attend planning meetings if required by FMF CB project managers during periods of frequent radiography activity. FMF CB will give a minimum of 3 business days of notice for such meetings.

Streams 1, 2, 3

Deliverables

13. The Contractor must deliver the following items within 3 business days of completing the radiography.

- a. The Radiography Films properly labelled as specified in paragraph 8.
- b. The Radiography Evaluation Report as specified in paragraph 8.
- c. The Technique Sheet as specified in paragraph 8.

Streams 1, 2

14. The contractor must deliver the following items within 3 business days of completing MT, UT or PT:

- a. NDT report with results of the inspection including any diagrams necessary to communicate results.
- b. Technique sheet so that the precise inspection can be recreated by another NDT technician in the future.

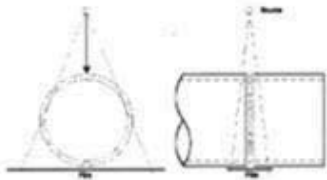
Stream 3

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File No. - N° du dossier

Buyer ID - Id de l'acheteur
xlV211
CCC No./N° CCC - FMS No./N° VME

APPENDIX 1 - EXAMPLE TECHNIQUE SHEET, NO MODIFICATIONS (I.E. NO COMMENTS IN COMMENTS SECTION)

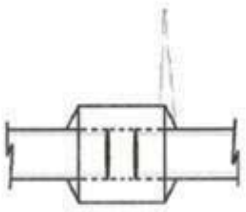
| TECHNIQUE DND02 (Butt Weld) | | | | | |
|--|--|----------------------|----------------------------|---------------------------|----------------------|
| Client: | | Project: | | | |
| Weld Details | | | | | |
| Material: | CuNi | Welding Procedure: | n/a | Bevel Configuration: | B/W |
| Pipe Diameter: | 30mm | Wall Thickness: | 5mm | Reinforcement(s): | n/a |
| Radiography Details | | | | | |
| Procedure: | QA-TP-RT-03 | Revision: | 0 | | |
| Exposure: | Double Wall Examination (DWE) | | Viewing: | Double Wall Viewing (DWV) | |
| Exposure Time: | 18165 C/sec | | mAm | # of Exposures Required: | 3 |
| OFD: | 30mm(d) | | Ug | | |
| SOD: | 260mm(D) | | Factor= f^2d/D : | 0.306mm | |
| Gamma: | N/A <input type="checkbox"/> | | | | |
| Isotope Type: | Selenium 75 | Source Size: | 3.25mm(f) | Source Strength: | 76.9Ci |
| X-Ray: | N/A <input checked="" type="checkbox"/> | | | | |
| X-Ray Unit Rating: | kV | mA | Test Conditions: | kV | mA |
| Beam Angle: | | | Effective Focal Spot Size: | | |
|  | | | | | |
| Film / Processing Details | | | | | |
| Film Brand: | Agfa | Film Type: | D3 | Film Class: | I |
| Film Size: | 70mmx142mm | Screen Front: | (Pb) lead | Screen Thickness: | Front: 0.005" |
| # of Films Per Weld: | 3 | Type Back: | (Pb) lead | Back: | 0.010" |
| Processing: | Manual | Processing Chemical: | Agfa | Dev. Temp: | 68C |
| Dev. Time: | 5min | Fix Time: | 3x clear | Wash Time: | 20min |
| Radiographic Film Evaluation | | | | | |
| Sensitivity | Required | Achieved | Film Density | Required | Achieved |
| hole type: | | | Weld Area: | 2-4 | 3.1 |
| wire type: | EN #10 | #13 | Base Metal: | 2.4 | 3.6 |
| IQT Placement: | Film Side <input type="checkbox"/> Source Side <input checked="" type="checkbox"/> | | Unexposed Base: | <0.3 | 0.09 |
| IQT Locations in accordance with Code / Standard: | | | DefStan 02-729 Part 1 | Section: | |
| Film Identification: | | Code: | DefStan02-773 issue3 | Client Spec: | DefStan02-773 issue3 |
| Weld Defects Noted: | See Report | | | | |
| Comments: | | | | | |
| | | | | | |
| Radiographer (Print): | | Radiographer (Sign): | | SNT Level: | III |
| Supervisor (Print): | | Supervisor (Sign): | | CGSB Level: | II |
| Client Rep. (Print): | | Client Rep. (Sign): | | Date (m/d/y): | |

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APPENDIX 2 - EXAMPLE TECHINQUE SHEET, MODIFIED (I.E. APPLICABLE COMMENT IN COMMENTS SECTION)

| TECHNIQUE DND01 (Sleeve Weld) | | | | | |
|--|--|----------------------------|---------------------------|------------------------|----------|
| Client: | | Project: | | | |
| Weld Details | | | | | |
| Material: | CuNi | Welding Procedure: | n/a | | |
| Pipe Diameter: | 30mm | Well Thickness: | 5mm | | |
| | | Reinforcement(s): | Sleeve thickness 6mm | | |
| Radiography Details | | | | | |
| Procedure: | QA-TP-RT-05 | Revision: | 0 | | |
| Exposure: | Double Wall Examination (DWE) | | | | |
| Exposure Time: | 5852 Ci/sec | Viewing: | Double Wall Viewing (DWV) | | |
| OFD: | 42mm (d) | Ug | | | |
| SOD: | 254mm (D) | Factor = $F^2 d/D$: | 0.351mm | | |
| Gamma: | N/A | | | | |
| Isotope Type: | Iridium 192 | Source Size: | 2.125mm (f) | | |
| X-Rays: | N/A | Source Strength: | 75.8Ci | | |
| X-Ray Unit Rating: | kV | mA | Date (m/d/y): 08/24/15 | | |
| Beam Angle: | | Test Conditions: | kV | | |
| | | Effective Focal Spot Size: | mA | | |
|  | | | | | |
| Film / Processing Details | | | | | |
| Film Brand: | Agfa | Film Type: | D5/D4 | | |
| Film Size: | 114.3mmX215.9mm | Screen Front: | (Pb) lead | | |
| # of Films Per Weld: | 6 | Type: | Back: (Pb) lead | | |
| Processing: | Manual | Processing Chemical: | Agfa | | |
| Dev. Time: | 5min | Fix Time: | 3x clear | | |
| | | Screen Thickness: | Front: 0.010" | | |
| | | | Back: 0.010" | | |
| | | Dev. Temp: | 68C | | |
| | | Wash Time: | 20min | | |
| Radiographic Film Evaluation | | | | | |
| Sensitivity | Required | Achieved | Film Density | Required | Achieved |
| hole type: | | | Weld Area: | 2-4 | 2.3-3.6 |
| wire type: | EN CU #6 | #9/#10 | Base Metal: | 2.4 | 3.4 |
| IQI Placement: | Film Side <input type="checkbox"/> Source Side <input checked="" type="checkbox"/> | | Unexposed Base: | <0.3 | 0.15 |
| IQI Locations in accordance with Code / Standard: DefStan 02-729 Part 1 | | | Section: | | |
| Film Identification: | | Code: DefStan02-773 issue3 | Client Spec: | DefStan 02-772 Issue 1 | |
| Weld Defects Noted: SEE REPORT | | | | | |
| Comments: Double Loaded D5 front/D4 Back, no lead between | | | | | |
| | | | | | |
| Radiographer (Print): | | Radiographer (Sign): | | SNT Level: III | |
| | | | | CGSB Level: II | |
| Supervisor (Print): | | Supervisor (Sign): | | | |
| Client Rep. (Print): | | Client Rep. (Sign) | | Date (m/d/y): | |

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RADIOGRAPHIC EXAMINATION REPORT

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ANNEX B

BASIS OF PAYMENT

| |
|--|
| Note to Bidders |
| <p>This is a placeholder for the resulting Basis of Payment of the Contract. The basis of payment will be based upon the schedule of rates submitted by the successful bidder as part of their financial bid package.</p> <p>For further information, please refer to the Financial Bid Presentation Sheet at Annex F.</p> |

ANNEX C

INSURANCE REQUIREMENTS

C1. Ship Repairers' Liability Insurance

1. The Contractor should obtain Ship Repairer's Liability Insurance and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$10,000,000 per accident or occurrence. **(For annual and maximum liabilities see article 7-2.1 of the Contract.)**
2. The Ship Repairer's Liability insurance must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Fisheries and Oceans Canada/Canadian Coast Guard and Public Works and Government Services Canada.
 - b. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Fisheries and Oceans Canada/Canadian Coast Guard and Public Works and Government Services Canada for any and all loss of or damage to the vessel, however caused.
 - c. Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - d. Contractual Liability: The policy must, on a blanket basis or by specific reference to the contract, extend to assumed liabilities with respect to contractual provisions.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

C2. Commercial General Liability

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$10,000,000 per accident or occurrence. **(For annual and maximum liabilities see article 7-2.1 of the Contract.)**
2. The Commercial General Liability Insurance policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Fisheries and Oceans Canada/Canadian Coast Guard and Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - d. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - e. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - f. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - g. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)

- h. Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - i. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - j. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - k. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution
- 3. In addition, if the Contractor decides **NOT** to obtain Ship Repairers' Liability Insurance, (**See Article C1**) then the Commercial General Liability Insurance Policy must also include the following:
 - a. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - b. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - c. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.

C3. ERRORS AND OMISSIONS LIABILITY INSURANCE

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional 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 \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
2. 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.
3. The following endorsement must be included:

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

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ANNEX D

SECURITY REQUIREMENTS CHECK LIST

A copy of the Security Requirements Checklist is available upon request of the Contracting Authority.

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ANNEX E

DND 626 – TASK AUTHORIZATION FORM

A copy of the DND 626 – Task Authorization Form is available upon request of the Contracting Authority.

ANNEX F

FINANCIAL BID PRESENTATION SHEET

F1. Bidder Schedule of Rates

The bidder must submit its schedule of rates for non-destructive testing (NDT) services. This must include all the rates necessary to conduct the work required under the three streams:

- a. Stream 1 – Radiography of pipes
- b. Stream 2 – Radiography of structural plate and members
- c. Stream 3 – Other NDT including Magnetic Particle Inspection (MT), Ultrasonic Thickness Measurements (UT) and Liquid Dye Penetrant Inspection (PT)

This schedule of service rates must contain at minimum:

- i) Labour rates (straight time and premium / overtime rates) for all labour categories involved in NDT work in the three streams;
- ii) Minimum Task Authorization charge-out rates for daytime and graveyard work periods (for small jobs);
- iii) Consumable charges (ie. Film);
- iv) Equipment charges (as applicable).

Canada will allow for additional travel charges associated with service call-outs to DND locations outside of Victoria.

F2. Financial Bid Evaluation

Bidders will be evaluated based on the total sum of their costs proposed in their bid, to provide the NDT services required under three fictitious scenarios related to the three streams of work. In their financial bid, the bidder should provide a breakdown in how they came to the total cost for each scenario.

Assumptions

The bidder should make the following assumptions with regards to each scenario:

- assume interference work has been carried out by Fleet Maintenance Facility Cape Breton (FMF-CB) in Esquimalt, BC.
- the quoted cost would be for:
 - o the conduct of the non-destructive testing (NDT) work,
 - o assessment of the film/inspection,
 - o include associated administrative overheads
 - o consumables, and
 - o the NDT report deliverables as presented in the examples.
- All work would follow the standards laid out in the Statement of Work;
- Sentries would be provided by FMF-CB if required;
- NDT work would be conducted during night shift hours unless otherwise stated.

These examples are for the purposes of comparing contract bid values only, the provided schedule of rates will be used to action any formal Task Authorization.

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F2.1 Scenario – Stream 1

Task Authorization for:

- 3 (three) RT shots of a 38mm Diameter x 6mm Wall Thickness 7030 CuNi pipe butt weld.
- On a Victoria Class submarine.
- In an accessible area within the pressure hull i.e. no interference.
- Vessel is in dry dock.
- Work is scheduled for a Friday evening start at 11:30PM (rain day).

Breakdown in Costs:

Total Cost – Scenario – Stream 1

\$

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F2.2 Scenario – Stream 2

Task Authorization for:

- RT shots of the 4 (four) 150mm radius corners for the complete penetration butt weld.
- Insert plate 1000 x 500mm of 12mm thick A517 material.
- On a Halifax Class ship.
- On an exterior strength deck i.e. no interference.
- Ship alongside on dockyard jetty.
- Work is scheduled for a Tuesday evening start at 11:30PM (clear night).

Breakdown in Costs:

Total Cost – Scenario – Stream 2

\$ _____

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F2.3 Scenario – Stream 3

Task Authorization for:

- Full perimeter MT inspection of the insert plate described in the scenario for Stream 2.
- During normal working hours, on a sunny day.
- Ship alongside on dockyard jetty.

Breakdown in Costs:

Total Cost – Scenario – Stream 3

\$ _____

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F2.4 Evaluated Price

| | |
|----------------------------------|----------|
| Total Cost – Scenario – Stream 1 | \$ _____ |
| Total Cost – Scenario – Stream 2 | \$ _____ |
| Total Cost – Scenario – Stream 3 | \$ _____ |
| EVALUATED PRICE | \$ _____ |

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ANNEX G

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):

- ☐ VISA Acquisition Card;
- ☐ MasterCard Acquisition Card;
- ☐ Direct Deposit (Domestic and International);
- ☐ Electronic Data Interchange (EDI);
- ☐ Wire Transfer (International Only);

ANNEX H

INTEGRITY VERIFICATION – LIST OF DIRECTORS

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

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

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

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

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

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

ANNEX I

BID PACKAGE CHECKLIST

11.1 Mandatory Tender Deliverable Check List

Notwithstanding deliverable requirements specified anywhere else within this bid solicitation and its associated Requirement (Annex A), mandatory deliverables that must be submitted with the Bidder's tender to be deemed responsive, are summarized below.

The Bidder must submit a completed Annex I.

The following are mandatory and the Bidder's submission will be evaluated against the requirement as defined herein. The Bidder must be determined to be compliant on each item to be considered responsive.

| No | Reference to Solicitation | Description | Condition | Document provided | Reference to Bid (Section, Page no., etc.) |
|----|---------------------------|--|------------------------|--------------------------|--|
| 1 | Coverpage | Solicitation document part 1 page 1, completed and signed | Mandatory with the bid | <input type="checkbox"/> | |
| 2 | Article 3.2 | Technical Bid - Details of Bidder capabilities, how they will comply with mandatory and point-rated criteria (as applicable) and how they will deliver any other requested goods and services. | Mandatory with the bid | <input type="checkbox"/> | |
| 3 | Article 5.1.1 | Integrity Provisions – Declaration of Convicted Offences (if applicable) | Mandatory with the bid | <input type="checkbox"/> | |
| 4 | Annex F, Section F1 | Schedule of Rates | Mandatory with the bid | <input type="checkbox"/> | |
| 5 | Annex F, Section F2 | Financial Bid Evaluation Sheets, Completed | Mandatory with the bid | <input type="checkbox"/> | |
| 6 | Annex I | Bid Package Checklist, completed | Mandatory with the bid | <input type="checkbox"/> | |

11.2 Supporting Deliverable Requirements

If the following information which supports the bid is not submitted with the Bid; it may be requested by the Contracting Authority, and it must be provided within 48 hours of the written request:

| No | Reference to Solicitation | Description | Condition | Document provided | Reference to Bid (Section, Page no., etc.) |
|----|---------------------------|--|---------------------------|--------------------------|--|
| 1 | Article 2.3 | Former Public Servant Certification, completed | 48 hrs of written request | <input type="checkbox"/> | |

| | | | | | |
|---|-------------------------|--|---------------------------|--------------------------|--|
| 2 | Article 2.4 | Changes to Applicable Laws (if any) | 48 hrs of written request | <input type="checkbox"/> | |
| 3 | Article 5.1.2.1 | Canadian Content Certification | 48 hrs of written request | <input type="checkbox"/> | |
| 4 | Article 6.2 | Either proof of insurance coverage, as required by Annex C, or a letter substantiating that the required insurance coverage will be provided | 48 hrs of written request | <input type="checkbox"/> | |
| 5 | Article 7.5.3 | Contractor's Representative(s) | 48 hrs of written request | <input type="checkbox"/> | |
| 6 | Annex G | Electronic Payment Instruments | 48 hrs of written request | <input type="checkbox"/> | |
| 7 | Articles 5.2.1, Annex H | Integrity Provisions – Required Documentation, Ineligibility and Suspension Policy – List of Directors | 48 hrs of written request | <input type="checkbox"/> | |

11.3 Deliverables after contract award

The following information, which supports the bid, may be requested by the Contracting Authority, and it must be provided within the conditions stated in the table below of the written request:

| No. | Article | Description | Condition |
|-----|---------|-----------------------|------------------------------|
| 1 | 7.13 | Insurance certificate | 10 days after contract award |