



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des
soumissions - TPSGC

11 Laurier St. / 11, rue Laurier

Place du Portage , Phase III

Core 0B2 / Noyau 0B2

Gatineau

Québec

K1A 0S5

Bid Fax: (819) 997-9776

INVITATION TO TENDER

APPEL D'OFFRES

**Tender To: Public Works and Government Services
Canada**

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

Soumission aux: Travaux Publics et Services Gouvernementaux Canada

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

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Marine Machinery and Services / Machineries et
services maritimes

11 Laurier St. / 11, rue Laurier

6C2, Place du Portage

Gatineau

Québec

K1A 0S5

Title - Sujet HALON FIRE SUPPRESSION SYSTEM	
Solicitation No. - N° de l'invitation W8482-156598/A	Date 2017-06-02
Client Reference No. - N° de référence du client W8482-156598	GETS Ref. No. - N° de réf. de SEAG PW-\$\$ML-045-26339
File No. - N° de dossier 045ml.W8482-156598	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-06-29	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
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: Moore (ml div), Chris	Buyer Id - Id de l'acheteur 045ml
Telephone No. - N° de téléphone (819) 420-2893 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

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 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 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 Technical Specification, the Basis of Payment, the Federal Contractors Program for Employment Equity - Certification, the Insurance Requirements and other Annexes.

1.2 Summary

1. The Requirement is:

a) To carry out the requirements of the Department of National Defence (DND) for the evaluation, design, and modification of the halon fire suppression systems for the Operations Room (Ops Room) and Radar Room #2 in Halifax Class frigates in accordance with the associated Technical Specifications detailed in the Statement of Work at Annex "A".

b) To carry out unscheduled work authorized by the Contracting Authority.

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

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

4. There is a Federal Contractors Program (FCP) for employment equity requirement associated with this procurement; see Part 5 - Certifications, Part 7 - Resulting Contract Clauses and the annex named Federal Contractors Program for Employment Equity - Certification.

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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 of 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

(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) Manual issued by Public Works and Government Services Canada.

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

The 2003 (2014-03-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.1.1 SACC Manual Clauses

A9006C (2012-07-16) Defense Contract
C6000C (2011-05-16) Limitation of Price
H1001C (2008-05-12) Multiple Payments
C0213C (2013-04-25) Basis of payment – Firm Price – Services
B9054C (2014-06-26) Task Authorization Process
C9011C (2014-06-26) Task Authorization Limit
C4001C (2014-06-26) Travel and Living Expenses – No Allowance for Profit and Overhead
B1000T (2008-05-12) Condition of Materiel
D5545C (2010-08-16) ISO 9001:2008 Quality Management Systems – Requirements (Quality Assurance Code C)

2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **three (3) working 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.

Any clarifications or changes to the bid solicitation resulting from the questions and answers will be included as an amendment to the bid solicitation.

2.4 Applicable Laws

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

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.

Refer to Annex "I1" for Deliverables/Certifications.

2.5 Bidders' Conference

A bidders' conference to be chaired by the Contracting Authority and may be held at **Halifax Base, HMC Dockyard, Halifax NS B3K5X5 Canada, June 22, 2017 @ 1300**. (Or after site visit.) The scope of the requirement outlined in the bid solicitation will be reviewed during the conference and questions will be answered. It is recommended that bidders who intend to submit a bid attend or send representative.

Bidders are requested to communicate with the Contracting Authority before the conference to confirm attendance. Bidders should provide, in writing, to the Contracting Authority, the names of the person(s) who will be attending and a list of issues they wish to table at least **one (1) week** before the scheduled conference.

Any clarifications or changes to the bid solicitation resulting from the bidder's conference will be included as an amendment to the bid solicitation. Bidders who do not attend will not be precluded from submitting a bid.

2.6 Mandatory Site Visit - Vessel

It is required that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for a tour of the work site. The site visit will be held on **June 22, 2017 @ 0900 at Halifax Base, HMC Dockyard, Halifax NS B3K5X5 Canada**. Bidders must communicate with the Contracting Authority no later **than one (1) week** before the scheduled visit to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders who do not confirm attendance and provide the name(s) of the person(s) who will attend as required will not be allowed access to the site. Bidders will be requested to sign an attendance form. Bidders who do not attend or send a representative will not be given an alternative appointment. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

2.7 Work Period - Marine

Work must commence and be completed as follows:

Commence: July 10, 2017
Complete: June 10, 2019

By submitting a bid, the Bidder certifies that they have sufficient materiel 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 Basis for Canada's Ownership of Intellectual Property

The Department of National Defense has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts: National Security.

PART 3 - BID - PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

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

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

Section I: Technical Bid

The Bidder must provide all of the deliverables as referenced in Annex "I1" Deliverables and Certifications.

Section II: Financial Bid

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

Section III: Certifications

Bidders must submit the certifications required under Part 5.

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3.1.1 Unscheduled Work and Evaluation Price

In any vessel refit, repair or docking contract, unscheduled work will arise after the vessel and its equipment is opened up and surveyed.

An anticipated cost for the unscheduled work will be included in the evaluation price. The evaluation price will be calculated by including an estimated amount of additional person-hours multiplied by a firm hourly charge-out labour rate for unscheduled work and will be added to the firm price for the known work.

The Evaluation Price will be used for evaluating the bid. The additional amount of person-hours for unscheduled work will be based on historical experience and there is no minimum or maximum amount of unscheduled work nor is there a guarantee of such unscheduled work.

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, management and financial evaluation criteria.

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

Section I - Technical Bid / Certifications

Notwithstanding deliverable requirements specified within the bid solicitation and its associated Technical Specification Annex "A", mandatory deliverables that must be submitted with the Bidder's bid to be deemed responsive are summarized in Annex "I1".

Section II - Financial Bid

In order to be compliant, the Bidder's bid must, to the satisfaction of Canada, meet all requirements and provide all information required under Part 3, Section II - Financial Bid.

Canada reserves the right to request information to support any bid requirement. The Bidder is instructed to address each requirement in sufficient depth to permit a complete analysis and assessment by the Evaluation Team. The Bid will be deemed responsive if it is found to meet all the mandatory requirements.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

4.1.1 Evaluation of Price

SACC Manual Clause A0220T (2007-05-25) Evaluation of Price

4.2 Basis of Selection

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

Bidders should note that all contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed Contract. Notwithstanding that a Bidder may have been recommended for award of Contract, issuance of any Contract will be contingent upon internal approval in accordance with Canada's policies. If such approval is not given, no Contract will be awarded.

4.3. Deliverables after Contract Award

Refer to Annex "I2".

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and associated information to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required Precedent to Contract Award

5.1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

5.1.2 Federal Contractors Program for Employment Equity - Bid Certification

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

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

PART 6 – SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirement

6.1.1. Before award of a contract, 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;

6.2 Financial Capability

SACC Manual Clause A9033T (2011-05-16) Financial Capability

6.3 Preliminary Work Schedule

At the time of bid closing the Bidder must submit to Canada one (1) copy of its preliminary production work schedule. This schedule is to show the commencement and completion dates for the Work in the available work period, including realistic target dates for significant events. This schedule will be reviewed with the successful Bidder at the Pre-Refit Meeting.

Refer to Annex "I1", Deliverables/Certifications.

6.4 ISO 9001:2008 - Quality Management Systems

The Bidder shall have in place a Quality Management System registered to ISO 9001:2008 or a Quality Management System modeled on ISO 9001-2008 and shall provide at time of bid closing:

- If registered its valid ISO 9001-2008 certification;
- Example of Quality Control Plan (QCP) as per clause 6.16.

Documentation and procedures of bidders may be subject to a Quality System Evaluation (QSE) by the Technical Authority during bid evaluation period.

Refer to Annex "I1" for Deliverables/Certifications.

6.5 Health and Safety

The Bidder must submit with its bid objective evidence that it has a documented Health and Safety system fully compliant with all current Federal, Provincial and Municipal regulations. If this information is not provided with the bid it will render the bid non-responsive.

Refer to Annex "I1" for Deliverable Requirements.

6.6 Hazardous Waste

1. The Bidder acknowledges that sufficient information has been provided by Canada with respect to the location and estimated amount of hazardous materials such as asbestos, lead PCBs, silica or other hazardous materials or toxic substances.
2. The price includes all costs associated with the removal, handling, storage, disposal and/or working in the vicinity of hazardous materials such as asbestos, lead, PCBs, silica and other hazardous materials or toxic substances on board the vessel, including those costs resulting from the need to comply with applicable laws and regulations in relation to the removal, handling, disposal or storage of hazardous materials or toxic substances.
3. The completion date for the Work takes into account the fact that the removal, handling, storage, disposal and/or working in the vicinity of hazardous materials such as asbestos, lead, PCBs, silica and other hazardous materials or toxic substances may be affected by the need to comply with applicable federal, provincial and municipal laws or regulations and that this will not be considered to be an excusable delay.

6.7 Insurance Requirements

The Bidder must provide with its bid 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 "D". If this information is not provided with the bid it will render the bid non-responsive.

Refer to Annex "I1", Deliverables/Certifications.

6.8 Project Management Services

The Bidder is required to provide a Project Management Team experienced and capable of successfully managing the asbestos removal contract as defined herein. Project management personnel, services and deliverables must comply with the requirements detailed in the contract.

1. Intent

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

2. Project Manager

- (a) The Contractor must supply an experienced Project Manager (PM).
- (b) The PM must have experience in managing a project of this nature.

3. Project Management Team

Other than the Project Manager, the Contractor must assign and vary other job descriptions to suit its organization; provided however that the collective resume of its Project Management must provide for the effective control of the project elements including but not limited to:

- i. Project Management
- ii. Quality Assurance
- iii. Planning and Scheduling

4. Tender Deliverable

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

5. Reports

The following Management Reports and Documentation are to be prepared and maintained by the Contractor and submitted to Canada in accordance with the Contract or upon request by the Contracting Authority.

- i. Production Work Schedule
- ii. Inspection Summary Report
- iii. Growth Work Summary

Refer to Annex "I1" for Deliverables/Certifications.

6.9 List of Proposed Subcontractors

If the bid includes the use of subcontractors, the Bidder shall provide a list of all subcontractors including a description of the things to be purchased, a description of the work to be performed by specification section and the location of the performance of that work. The list should not include the purchase of off-the-shelf items, software and such standard articles and materials as are ordinarily produced by manufacturers in the normal course of business, or the provision of such incidental services as might ordinarily be subcontracted in performing the Work, i.e. subcontract work valued at less than \$ 5,000.00 aggregate for the project.

Refer to Annex "I1" for Deliverables/Certifications.

6.10 Inspection and Test Plan

At the time of bid closing the Bidder must submit to Canada an example of an Inspection and Test Plan (ITP) complete with requirement and inspection reports as developed on previous projects of the same nature.

Refer to Annex "I1" for Deliverables/Certifications.

6.11 Environmental Protection

At the time of bid closing the Bidder must submit details of its environmental emergency response plans, waste management procedures and/or formal environmental training undertaken by its employees.

Refer to Annex "I1" for Deliverables/Certifications.

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) To carry out the requirements of the Department of National Defence (DND) for the evaluation, design, and modification of the halon fire suppression systems for the Operations Room (Ops Room) and Radar Room #2 in Halifax Class frigates in accordance with the associated Technical Specifications detailed in the Statement of Work at Annex "A".
- b) carry out any unscheduled work authorized by 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 issued by Public Works and Government Services Canada (PWGSC). The manual is available on the following PWGSC website:
(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>)

7.2.1 General Conditions

2030 (2014-03-01), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

2030 (2014-03-01) General Conditions Higher Complexity - Goods are hereby amended as follows:

Section 22 Warranty

1. The Contractor, if requested by Canada, must replace or repair at its own expense any finished work, excluding Government Issue incorporated in the Work, which becomes defective or which fails to conform to contract requirements as a result of faulty or inefficient manufacture, material or workmanship.
2. Despite acceptance of the finished work, and without restricting any other term of the Contract or any condition, warranty or provision imposed by law, the Contractor warrants that the following will be free from all defects and will conform with the requirements of the Contract:
 - (a) All other painting work for a period of 365 days commencing from the date of acceptance of the Work;
 - (b) 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 will be for a period of ninety (90) days from the date of acceptance of the vessel;

(ii) for all outstanding defects, deviations, and work items listed on the Acceptance Document at Delivery, the warranty will be ninety (90) days from the subsequent date of acceptance for each item.

3. The Contractor agrees to pass to Canada, and exercise on behalf of Canada, all warranties on the materials supplied or held by the Contractor which exceed the periods indicated above.
4. Refer to Annex "E" and its Appendix "1" for Warranty Defect Claim Procedures and forms.

7.2.2 Supplemental General Conditions

1029 (2010-08-16) Ship Repairs

1031-2 (2012-07-16), Contract Cost Principles, apply and form part of the Contract.

7.3 Security Requirements

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

7.4 Term of Contract

7.4.1 Work Period - Marine

1. Work must commence and be completed as follows:

Commence: July 10, 2017

Complete: July 10, 2019

2. The Contractor agrees that the above time (the "Work Period") provides an adequate period to perform the subject work and absorb a reasonable amount of unscheduled work. The Contractor certifies that they have sufficient material and human resources allocated or available to complete the subject work and a reasonable amount of unscheduled work within the Work Period.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Chris Moore
Department of Public Works and Government Services Canada (PWGSC)
Defence and Major Projects Sector
PWGSC, 6C2 Place du Portage, Phase III
11 Laurier Street,
Gatineau, Quebec, K1A 0S5
Tel: (819) 420-2893
E-Mail - chris.moore@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:

Gilles Labrie
Director General Maritime Equipment and Program Management (DGMEPM)
Director Naval Platform Systems (DNPS) 6-2-4
Phone: 819-939-3409 / Mobile 613-791-0674
Department of National Defense

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

The Inspection Authority for the Contract is:

Gilles Labrie
Director General Maritime Equipment and Program Management (DGMEPM)
Director Naval Platform Systems (DNPS) 6-2-4
Phone: 819-939-3409 / Mobile 613-791-0674
Department of National Defense

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

7.5.4 Procurement Authority

The Procurement Authority for the Contract is:

Patricia (Trish) Taylor
Department of National Defence
NDHQ - 101 Colonel by Drive
Ottawa, ON, K1A 0K2
D Mar P 7-4-4
Tel: 819-939-3814
Email: trish.taylor@forces.gc.ca

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority, however the Procurement 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.

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Amd. No. - N° de la modif.
032md
File No. - N° du dossier
032md/ W8482-156598

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

7.6 Payment

7.6.1 Basis of Payment - Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price indicated in the Basis of Payment Annex "B" for the Known Work. Applicable Taxes are extra, if applicable. Payment for unscheduled work shall be in accordance with Annex "B".

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Specifications, will be authorized or paid to the Contractor unless such design changes, modifications or interpretations have been authorized in writing, by the Contracting Authority prior to their incorporation in the Work.

7.6.2 Terms of Payment - Progress Payment

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

7.6.3 Liens - Section 427 of the Bank Act

SACC Manual Clause H4500C (2010-01-11) Liens - Section 427 of the Bank Act

7.6.4 Limitation of Price

SACC Manual Clause C6000C (2011-05-16) Limitation of Price

7.6.5 Time Verification

SACC Manual Clause C0711C (2008-05-12) Time Verification

7.7 Invoicing Instructions

The Contractor must submit invoices in accordance with the information required in Section 13 of 2030, General Conditions, Higher Complexity, Goods and Article 7.5 Payment and Article 7.6 Invoicing Instructions.

7.7.1 Invoices

1. Invoices are to be made out to:

Name: _____
Telephone: _____
Cell: _____
E-mail: _____

And

The original invoice to be forwarded for verification to:

Public Works and Government Services Canada
Marine Systems Directorate
Defence and Major Projects Sector
11 Laurier Street, Place du Portage
Phase III, 6C2
Gatineau, Quebec
K1A 0S5
Attention: Chris Moore

2. Canada will only make payment upon receipt of a satisfactory invoice duly supported by specified release documents and any other documents called for under the Contract.
3. The Contractor shall not submit an invoice prior to the completion and acceptance of the Work or shipment of the items to which it relates.

7.7.2 Invoicing Instructions - Progress Claim

1. The Contractor must submit a claim for payment using form PWGSC-TPSGC 1111
<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/1111.pdf>, Claim for Progress Payment.

Each claim must show:

- (a) all information required on form PWGSC-TPSGC 1111;
 - (b) all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
2. Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.
 3. The Contractor must prepare and certify one original and two (2) copies of the claim on form PWGSC-TPSGC 1111, and forward it to the Contracting Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.

The Contracting Authority will then forward the original and two (2) copies of the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.

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

7.7.3 Warranty Holdback

A warranty holdback of 5% of the total contract price as last amended (Applicable Taxes excluded) will be applied to the final claim for payment. This holdback will be payable by Canada upon the expiry of the 90 day warranty period(s) applicable to the Work. Applicable Taxes, as appropriate, is to be calculated and paid on the total amount of the claim before the 5% holdback is applied. At the time that the holdback is released, there will be no Applicable Taxes payable, as it was included in previous payments.

7.8 Certifications

7.8.1 Compliance

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

7.9 Federal Contractors Program for Employment Equity - Default by the Contractor

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

7.10 Applicable Laws

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

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, , General Conditions - Higher Complexity - Goods
- (d) the General Conditions 1031-2, (2008-05-12), Contract Cost Principles;
- (e) Annex "A", Statement of Work;
- (f) Annex "B", Basis of Payment;
- (g) Annex "C", Federal Contractors Program for Employment Equity - Certification;
- (h) Annex "D", Insurance Requirements;
- (i) Annex "E", Warranty;
- (j) Annex "F", Procedure for Unscheduled Work;
- (k) Annex "G", Quality Control/Inspection;
- (l) Annex "H", Financial Bid Presentation Sheet;
- (m) Annex "I", Deliverables/Certifications
- (n) the Contractor's bid dated _____ (insert date of bid), as amended _____ (insert date(s) of amendment(s) if applicable)

7.12 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex "D". 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 fulfil 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) working days** after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.13 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.

7. Nothing shall limit Canada's other remedies, including Canada's right to terminate the Contract for default for breach by the Contractor of any of its obligations under this Contract, notwithstanding that the Contractor may have reached any limitation of its liability hereunder.

7.14 Sub-contracts and Sub-contractor List

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

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

7.15 Work Schedule and Reports

No later than **five (5) calendar days** after contract award, the preliminary work schedule provided with the bid must be revised, detailed and resubmitted in preparation to the contract award meeting.

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.

7.16 Insulation Materials - Asbestos Free

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

7.17 Trade Qualifications

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

7.18 ISO 9001:2008 - Quality Management Systems

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

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

The Contractor's quality management system must address each requirement contained in the standard, however, the Contractor is not required to be registered to the applicable standard.

7.19 Project Management Services

The Contractor is required to provide their own Project Management Team experienced and capable of successfully managing the ship repair contract as defined herein. Project management personnel, services and deliverables must comply with the requirements detailed in the contract.

1. Intent

(a) Job titles used in this annex are for clarity within this document only. The Contractor is free to choose job titles that suit its organization.

(b) The Contractor, through its Project Management Team, is responsible to discharge the duties and supply the deliverables required in the Contract and the Specifications.

(c) Project Management encompasses the direction and control of such functions as engineering, planning, purchasing, manufacturing, assembly, overhauls, installations and test and trials.

2. Project Manager

(a) The Contractor must supply an experienced Project Manager (PM).

(b) The PM must have experience in managing a project of this nature.

3. Project Management Team

Other than the Project Manager, the Contractor must assign and vary other job descriptions to suit its organization; provided however that the collective resume of its Project Management must provide for the effective control of the project elements including but not limited to:

- i. Project Management
- ii. Quality Assurance
- iii. Planning and Scheduling

4. Reports

The following Management Reports and Documentation are to be prepared and maintained by the Contractor and submitted to Canada in accordance with the Contract or upon request by the Contracting Authority.

- i. Production Work Schedule
- ii. Inspection Summary Report
- lii. Growth Work Summary

7.20 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 10005:2005 Quality management - Guidelines for quality plans, approved by the Inspection and the Technical Authority. The QCP must 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 QCP must be made available to the Inspection and Technical Authority for review and approval **within five (5) calendar days** after contract award.

The documents referenced in the QCP must 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 Authority and the Technical Authority.

Refer to Annex "G" for details.

7.21 Inspection and Test Plan

The Contractor must in support of its Quality Control Plan (QCP), implement an approved Inspection and Test Plan (ITP).

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

Refer to Annex "G" for details.

7.22 Equipment/Systems: Inspection/Test

Inspections, Tests and Trials of Equipment, Machinery and Systems shall be conducted in accordance with the Specification. The Contractor is responsible for performing, or having performed, all Inspections, Tests and Trials necessary to substantiate that the materiel and services provided conform to contract requirements.

Refer to Annex "G" for details.

7.23 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. The contractor must maintain in force their Environmental Protection procedures through the course of the contract.

All waste disposal certificates are to be provided to the Technical 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.

7.24 Hazardous Waste

1. The Contractor acknowledges that sufficient information has been provided by Canada with respect to the location and estimated amount of hazardous materials such as asbestos, lead PCBs, silica or other hazardous materials or toxic substances.
2. The price includes all costs associated with the removal, handling, storage, disposal and/or working in the vicinity of hazardous materials such as asbestos, lead, PCBs, silica and other hazardous materials or toxic substances on board the vessel, including those costs resulting from the need to comply with applicable laws and regulations in relation to the removal, handling, disposal or storage of hazardous materials or toxic substances.
3. The completion date for the Work takes into account the fact that the removal, handling, storage, disposal and/or working in the vicinity of hazardous materials such as asbestos, lead, PCBs, silica and other hazardous materials or toxic substances may be affected by the need to comply with applicable federal, provincial and municipal laws or regulations and that this will not be considered to be an excusable delay.

7.25 Fire Protection, Fire Fighting and Training

The Contractor must maintain in force their fire protection, firefighting and training procedures through the course of the Contract.

7.26 Loan of Equipment - Marine

The Contractor may apply for the loan of the Government special tools and test equipment particular to the subject vessel as identified in the Specifications. The provision of other equipment required for the execution of work in the Specifications is the sole responsibility of the Contractor.

Equipment loaned under this provision must be used only for work under this Contract and may be subject to demurrage charges if not returned on the date required by Canada. In addition, equipment loaned under the above provision must be returned in a like condition, subject to normal wear and tear.

A list of Government equipment that the Contractor intends to request must be submitted to the Contracting Authority within **three (3) days** of Contract Award to permit timely supply or for alternate arrangements to be made. The request must state the time frame for which the equipment is required.

Refer to Annex "I2" for Deliverables/Certifications.

7.27 Procedures for Design Change or Additional Work

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

In addition, refer to Annex "F".

7.28 Vessel Manned Refits

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

7.29 Pre-Refit Meeting

A Pre-Refit meeting will be convened and chaired by the Contracting Authority at either FMF Cape Breton (Esquimalt,) or FMF Cape Scott (Halifax) at a time to be determined. Determination will be based on vessel availability. At that meeting the Contractor will introduce all its management personnel as per its organization chart, and Canada will introduce authorities. Details of ship's arrival and work commencement will be discussed.

7.30 Progress Meetings

Progress meetings, chaired by the Contracting Authority, will take place at either FMF Cape Breton (Esquimalt,) or FMF Cape Scott (Halifax) at a time to be determined. Determination will be based on vessel availability. as and when required, generally once a month. Interim meetings may also be scheduled. Contractor attendees at these meetings will, as a minimum, be its Contract (Project) Manager, Production Manager (Superintendent) and Quality Assurance Manager. Progress meetings will generally incorporate Technical meetings to be chaired by the Technical Authority

7.31 Outstanding Work and Acceptance

1. The Inspection Authority, in conjunction with the Contractor, will prepare a list of outstanding work items at the end of the work period. This list will form the annexes to the formal acceptance document for the vessel. A contract completion meeting will be convened by the Inspection Authority on the work completion date to review and sign off the form PWGSC-TPSGC1205, Acceptance. In addition to any amount held under the Warranty Holdback Clause, a holdback of twice the estimated value of outstanding work will be held until that work is completed.
2. The Contractor must complete the above form in three (3) copies, which will be distributed by the Inspection Authority as follows:
 - (a) original to the Contracting Authority;
 - (b) one copy to the Technical Authority;
 - (c) one copy to the Contractor.

7.32 Scrap and Waste Material

Despite any other provision of the Contract, scrap and waste materials other than accountable material, derived from the Contract, will revert to the Contractor as part of the Contract Price.

7.33 Vessel Access by Canada

Canada reserves the right to have its personnel carry out limited work on equipment on board the vessel. This work will be carried out at times mutually acceptable to Canada and the Contractor.

7.34 Workers Compensation

The Contractor must maintain its account in good standing with the applicable provincial or territorial Workers' Compensation Board for the duration of the Contract.

7.35 Failure to Deliver

Time is of the essence of the Contract. Changes in the Completion date not caused by Canada are Contractor defaults, will prejudice Canada and are at the Contractor's expense. The Completion date will not be extended without consideration being provided by the Contractor acceptable to Canada in the form of adjustment to the price, warranty or services to be provided.

7.36 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.

7.37 Care, Custody and Control

Supplemental General Conditions 1029 (2010-08-16) Ship Repairs Article 08 Where Vessel in Commission.

7.38 Controlled Goods

The Contract involves controlled goods as defined in the Schedule to the Defence Production Act. The Contractor must identify those controlled goods to the Department of National Defence.

1. As the Contract requires production of or access to controlled goods that are subject to the Defence Production Act R.S. 1985, c. D-1, the Contractor and any subcontractor are advised that, within Canada, only persons who are registered, exempt or excluded under the Controlled Goods Program (CGP) are lawfully entitled to examine, possess or transfer controlled goods. Details on how to register under the CGP are available at: Controlled Goods Program.

2. When the Contractor and any subcontractor proposed to examine, possess or transfer controlled goods are not registered, exempt or excluded under the CGP at time of contract award, the Contractor and any subcontractor must, within seven (7) working days from receipt of written notification of the contract award, ensure that the required application(s) for registration or exemption are submitted to the CGP. No examination, possession or transfer of controlled goods must be performed until the Contractor has provided proof, satisfactory to the Contracting Authority, that the Contractor and any subcontractor are registered, exempt or excluded under the CGP.

Failure of the Contractor to provide proof, satisfactory to the Contracting Authority, that the Contractor and any subcontractor are registered, exempt or excluded under the CGP, within thirty (30) days from receipt of written notification of contract award, will be considered a default under the Contract except to the extent that Canada is responsible for the failure due to delay in processing the application.

3. The Contractor and any subcontractor must maintain registration, exemption or exclusion from the CGP for the duration of the Contract and in any event for so long as they will examine, possess or transfer controlled goods.

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032md
File No. - N° du dossier
032md/ W8482-156598

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

ANNEX “A”

Technical Specification

15 July 2015

STATEMENT OF WORK (SOW)
FOR
CONDUCTING A SURVEY AND MODIFICATION
OF
HALON SYSTEMS
FOR
THE OPERATIONS ROOM AND RADAR ROOM #2
IN
POST MLR HALIFAX CLASS VESSELS

1. SCOPE

Purpose

1.1. This document states the requirements of the Department of National Defence (DND) for the evaluation, design, and modification of the halon fire suppression systems for the Operations Room (Ops Room) and Radar Room #2 in Halifax Class frigates.

Background

1.2. During the Halifax Class Mid Life Refit (MLR) the Ops Room has been redesigned, resulting in a 23% increase in volume. The existing halon system no longer meets design requirements. As a consequence to the increase in Ops Room size, Radar Room #2 has been reduced in size by approximately 19% and the halon system design concentration may be over safe limits. Environment Canada has indicated that the course of action recommended in this SOW is acceptable.

2. APPLICABLE DOCUMENTS

2.1. Federal Halocarbon Regulations, 2003. Amendment dated July 30, 2009.

3. REQUIREMENTS

3.1. The contractor shall have the required certification to work on halon fire suppression systems as detailed in the Federal Halocarbon Regulations (FHR);
ULC/ORD-C 1058.5 - 2004 Halon and Halocarbon Clean Agent Recovery and Reconditioning Equipment;
and ULC/ORD-C 1058.18 – 2004 The Servicing of Halon and Clean Agent Extinguishing Systems.

3.2. The contractor shall either have:

3.2.1. Kidde authorization and access to original Kidde design software used in the development of halon systems for Halifax Class frigates; or

3.2.2. Alternatively, if OEM authorization and access to original Kidde design software cannot be obtained, the construction of a mockup of the affected halon systems and performance of a validation test using FE 25 as the test gas will be accepted by DND. FE 25 is a safe clean agent gas with similar properties to Halon 1301;

3.3. The contractor will be provided access to a post MLR Halifax class frigate during the bidder's conference for the purpose of conducting a survey and assessing halon system requirements. Technical drawings of both the Ops Room and Radar Room #2 are available upon request;

3.4. The contractor shall provide an analysis of the current systems in the Operations Room and Radar Room # 2 in order to validate that the current systems no longer meet design parameters due to reconfiguration of the subject compartments. This will include agent quantity and flow assessments, piping and nozzle specifications. The system analysis can be completed using the same Kidde software or mockup identified in para 3.2;

3.5. The contractor shall survey, design and modify the halon systems as required.

- 3.6. The contractor shall ensure that all modifications are compatible with the existing fire detection system;
- 3.7. The contractor shall provide Department of National Defence (DND) with a system activation proposal that will be used to conduct a system activation test on completion of the modifications to the first vessel only; and
- 3.8. The contractor shall provide drawings and system design data for the upgraded halon systems.

4. MEETINGS

- 4.1. When required meetings will be held at either the contractor's or DND facilities. Where possible the use of teleconferencing is the preferred option for meetings.

5. DELIVERABLES

- 5.1. The contractor shall produce the following documentation and material:
- 5.1.1. A survey report consisting of design calculations, a list of required materials and a preliminary design. This shall be required no later than thirty (30) days from contract award;
- 5.1.2. A complete specification to include all removal and installation requirements as well as installation drawings and lists of material. The specification will be produced in accordance with D-01-300-100/SG-000 Standard for Specification Preparation. This shall be required no later than 30 days from acceptance of para 5.1.1 Survey Report;
- 5.1.3. One installed and fully operational modified halon system. This work is to be done on an opportunity basis; and
- 5.1.4. Upon completion of the first installation in an HMC vessel all required technical data to include amended system drawings, parts lists operating instructions and maintenance publications.

OPTION

- 5.1.5. Options for up to eleven additional installed and fully operational modified halon systems. This work is to be done on other Halifax Class Vessels on an opportunity basis;

6. LOCATION OF WORK

- 6.1. Work will be completed in HMC Dockyards in Halifax and Esquimalt.

FMF Cape Breton (Esquimalt)

Department of National Defence

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Esquimalt, Victoria
British Columbia
V9A 7N2
Canada

FMF Cape Scott (Halifax)

Department of National Defence
HMC Dockyard
Halifax NS
B3K5X5
Canada

6.2. Access to a post MLR Halifax Class frigate will be facilitated by coastal engineering operations authorities.

7. SECURITY

7.1 Need to locate clause to include – example VCR (H2S)

ANNEX "B"

BASIS OF PAYMENT PRICE

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 SOW, specified in Annex A and detailed in the attached Annex E – "Option Pricing" the FIRM PRICE of:	\$ _____
B)	Applicable taxes of line A:	\$
C)	Total firm Price including Applicable Taxes [A] + B)]	\$

B1.1 Option Pricing (For each of 6 Halifax Class Frigates – East Coast – Halifax)

A)	Known Work For work as stated in SOW, specified in Annex A and detailed in the attached Annex E – "Option Pricing" the FIRM PRICE of:	\$
B)	Applicable taxes of line A:	\$
C)	Total firm Price including Applicable Taxes [A] + B)]	\$

B1.2 Option Pricing (For each of 5 Halifax Class Frigates – West Coast – Esquimalt)

A)	Known Work For work as stated in SOW, specified in Annex A and detailed in the attached Annex E – "Option Pricing" the FIRM PRICE of:	\$
B)	Applicable taxes of line A:	\$
C)	Total firm Price including Applicable Taxes [A] + B)]	\$

B2 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, consumables, and profit, plus net laid-down cost of materials to which will be added a mark-up of 10%, plus applicable taxes, of the total cost of material and labour. The

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

B2.1: Notwithstanding definitions or usage elsewhere in this document, or in the Contractor's Cost Management System, when negotiating hours for unscheduled work, PWGSC will consider only those hours of labour directly involved in the production of the subject work package.

Elements of Related Labour Costs identified in B2.2 below, will not be negotiated, but will be compensated for in accordance with B2.2.

B2.2: Allowance for Related Labour Costs such as: Management, all Supervision, Purchasing and Material Handling, Quality Assurance and Reporting, First Aid, Gas Free Certification Inspecting and Reporting, Estimating, and Preparing Unscheduled Work Submissions will be included as Overhead for the purposes of determining the 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.

Pro-rated Prices Unscheduled Work

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

B3 Overtime

The Contractor must not perform any overtime under the Contract unless authorized in advance and in writing by the Contracting Authority. There will be no overtime payment for Known Work. Any request for payment must be accompanied by a copy of the overtime authorization and a report containing the overtime performed pursuant to the written authorization. Payment for authorized overtime will be calculated as follows:

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

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

For Double time \$ _____ per hour

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

B4 Pricing Data Sheets

Parameters from the Pricing Data Sheets will be used at Canada's sole discretion in the determination of unscheduled work price.

ANNEX "C"

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit Employment and Social Development Canada (ESDC)-Labour's website.

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a federally regulated employer being subject to the *Employment Equity Act*.
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- ☐ A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

OR

- ☐ A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

0B. Check only one of the following:

- ☐ B1. The Bidder is not a Joint Venture.

OR

- ☐ B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

ANNEX "D"

INSURANCE REQUIREMENTS

D.3 Environmental Impairment Liability Insurance

1. The Contractor must obtain Contractor's Pollution Liability insurance, providing coverage for Asbestos Abatement, 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 \$5,000,000 per accident or occurrence and in the annual aggregate.

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 Contractor's Pollution Liability insurance coverage provided under the remarks section above) 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 as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
- b. Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- c. Separation of Insureds: 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.
- 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. Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.
- f. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:
Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

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Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

ANNEX "E"

WARRANTY

Warranty Procedures

1. Scope

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

2. Reporting Failures With Warranty Potential

a. The initial purpose of a report of a failure is to facilitate the decision as to whether or not to involve warranty and to generate action to effect repairs. Therefore in addition to identification, location data, etc. the report must contain details of the defect. Warranty decisions as a general rule are to be made locally and the administrative process is to be in accordance with procedures as indicated.

b. These procedures are necessary as invoking a warranty does not simply mean that the warrantor will automatically proceed with repairs at his expense. A review of the defect may well result in a disclaimer of responsibility, therefore, it is imperative that during such a review the Department is directly represented by competent technical authority qualified to agree or disagree with the warrantor's assertions. Since the INSPECTION AUTHORITY has the closest and most active involvement of the contracted work completed this agency must assume this role.

3. 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 Appendix 1 of Annex "D" 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 and 3 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.

4. 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.

5. 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 365 days and multiplied by the number of days remaining in the 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 ensure that a representative of the Contractor will attend. The Technical Authority will inform the Contracting Authority of any adverse results.

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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	Effect on Vessel Operations Effet sur des opérations de navire Critical Degraded Operational Non-operational Critique Dégradé Opérationnel Non- opérationnel	

1. Description of Complaint – Description de plainte

Contact Information – l'information de contact		
Name – Nom	Tel. No. - N ° Tél	Signature – Signature
		Date

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

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

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

Date of Corrective Action - Date de modalité de reprise

Client Name and Signature - Nom et signature de client

Date

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

Signature – Signature

Date

ANNEX "F"

PROCEDURE FOR PROCESSING UNSCHEDULED WORK

1. Purpose

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

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

2. Definitions

- a. An Unscheduled Work Procedure is a contractual procedure whereby changes to the scope of Work under the Contract may be defined, priced and contractually agreed to. Such changes may arise from;
 - i. "Work Arising" from opening up of machinery and/or surveys of equipment and material, or
 - ii. "New Work" not initially specified but required on the Vessel.
- b. The procedure does not allow for the correction of deficiencies in the Contractor's Bid.
- c. No unscheduled work may be undertaken by the Contractor without written authorization of the Contracting Authority except under emergency circumstances described in Sub. Paragraph 3(b). Unscheduled Work
- d. Work undertaken without written Contracting Authority authorization will be considered the Contractor's responsibility and cost.
- e. The appropriate PWGSC form is the final summary of the definition of the Unscheduled Work requirement, and the costs negotiated and agreed to.

3. Procedures

- a. The procedure involves the electronic form PWGSC 1379 for refit and repair and will be the only form for authorizing all Unscheduled Work.
- b. Emergency measures required to prevent loss or damage to the Vessel which would occur if this procedure were followed, shall be taken by the Contractor on its own authority. The responsibility for the cost of such measures shall be determined in accordance with the terms and conditions of the Contract.
- c. The Technical Authority will initiate a work estimate request by defining the Unscheduled Work requirement. It will attach drawings, sketches, additional specifications, other clarifying details as appropriate, and allocate their Serial Number for the request.

d. Notwithstanding the foregoing, the Contractor may propose to the Technical Authority in writing, either by letter or some type of Defect Advice Form (this is the Contractor's own form) that certain Unscheduled Work should be carried out.

e. The Technical Authority will either reject or accept such Proposal, and advise the Contractor and Contracting Authority. Acceptance of the Proposal is not to be construed as authorization for the work to proceed. If required, the Technical Authority will then define the Unscheduled Work requirement in accordance with Sub. Paragraph 3. (c).

f. The Contractor will electronically submit its Proposal to the Contracting Authority together with all price support, any qualifications, remarks or other information requested.

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

g. The Contractor shall provide copies of purchase orders and paid invoices for Subcontracts and/or materials, including stocked items, in either case. The Contractor shall provide a minimum of two quotations for Subcontracts or materials. If other than the lowest, or sole source is being recommended for quality and/or delivery considerations, this shall be noted. On request to the Contractor, the Contracting Authority shall be permitted, to meet with any proposed Subcontractor or material supplier for discussion of the price and always with the Contractor's representative present.

h. After discussion between the Contracting Authority and the Contractor and if no negotiation is required, the Contracting Authority will seek Technical Authority confirmation to proceed by signing the form. The Contracting Authority will then sign and authorize the Unscheduled Work to proceed.

i. In the event the Technical Authority does not wish to proceed with the work, it will cancel the proposed Unscheduled Work through the Contracting Authority in writing.

j. In the event the negotiation involves a Credit, the appropriate PWGSC form will be noted as "credit" accordingly.

k. In the event that the Technical Authority requires Unscheduled Work of an urgent nature or an impasse has occurred in negotiations, the commencement of the Unscheduled Work should not be unduly delayed and should be processed as follows, in either case. The Contractor will complete the appropriate PWGSC 1379 form indicating the offered cost and pass it to the Contracting Authority. If the Technical Authority wishes to proceed, the Technical Authority and the Contracting Authority will sign the completed PWGSC form with the notation, "CEILING PRICE SUBJECT TO DOWNWARD ADJUSTMENT", and allocate a Serial Number having the suffix "A". The work will proceed with the understanding that following an audit of the Contractor's actual costs for completing the described work, the cost will be finalized at the ceiling price or lower, if justified by the audit. A new PWGSC form will then be completed with the finalized costs, signed and issued with the same Serial Number without the suffix "A", and bearing a notation that this form is replacing and canceling the form having the same Serial Number with the suffix "A".

NOTE:

PWGSC forms bearing Serial Numbers with a suffix "A" shall not to be included in any contract amendments, and therefore no payment shall be made until final resolution of the price and incorporation into the contract.

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4. Amendment to Contract or Formal Agreement

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

ANNEX "G"

QUALITY CONTROL/INSPECTION

G1 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 10005:2005 quality management - Guidelines for quality plans, approved by the Inspection and the Technical Authority. The QCP must 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 QCP must be made available to the Inspection and Technical Authority for review and approval **within five (5) calendar** days after contract award.

The documents referenced in the QCP must be made available within two (2) working days 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 Authority and the Technical Authority.

G2 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 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

G3 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 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 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.

G4 Conduct of Inspection

1. Inspections must be conducted in accordance with the ITP and as detailed in G4.
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.

G5 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.

G6 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 specification. 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 specification. 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 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 PWGSC 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 PWGSC 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 Inspection and Test Plan as detailed in G2.

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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 (5) working days' notice of each scheduled test, trial, or demonstration.**

g. The Contractor must keep written records of all tests, trials, and demonstrations conducted as detailed in G5. The Contractor may utilize the **PWGSC STANDARD TESTS & TRIALS RECORD SHEETS** which can be customized by the Contractor to suit individual test or trial requirements. These Record Sheets are available from the Inspection Authority in digital format.

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 "H"

Financial Bid Presentation Sheet

H1 Price for Evaluation

A)	Known Work For work as stated in Part 1 Clause 1.2, Specified in Annex "A" and detailed in the attached Pricing Data Sheets Appendix 1 of Annex "H", for a FIRM PRICE of:	\$ _____
B)	<p>Unscheduled Work Contractor Labour Cost: Estimated labour hours at a firm Charge-out Labour Rate, including overhead and profit for evaluation purpose only: 2500 person hours X \$ _____ per hour for a PRICE of: See Article H2.1 and H2.2 below.</p> <p>Overtime premium for time and one half: Estimated hours for evaluation purposes only: 250 person hours X \$ _____ per hour for a PRICE of: See Article H3 Below.</p> <p>Overtime premium for double time: Estimated hours for evaluation purposes only: 250 person hours X \$ _____ per hour for a PRICE of: See Article H3 below.</p>	<p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>
E)	<p>EVALUATION PRICE Applicable Taxes Excluded,</p> <p>[A + B + C + D]</p> <p>For an EVALUATION PRICE of (Applicable Taxes excluded):</p>	\$ _____

H1.1 Option Pricing – This grid to be used for the pricing for the option to repeat refit/installation portion of work. For each of 6 Halifax Class Vessels East Coast – Halifax.

A)	Known Work For work as stated in SOW, specified in Annex A and detailed in the attached Annex E – "Option Pricing" the FIRM PRICE of:	\$ _____
B)	Unscheduled Work Contractor Labour Cost: Estimated labour hours at a firm Charge-out Labour Rate, including overhead and profit for evaluation purpose only: 2500 person hours X \$ _____ per hour for a PRICE of: See Article H2.1 and H2.2 below.	\$ _____

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	<p>Overtime premium for time and one half: Estimated hours for evaluation purposes only: 250 person hours X \$ _____ per hour for a PRICE of: See Article H3 Below.</p> <p>Overtime premium for double time: Estimated hours for evaluation purposes only: 250 person hours X \$ _____ per hour for a PRICE of: See Article H3 below.</p>	<p>\$ _____</p> <p>\$ _____</p>
C)	Applicable taxes of line A and B:	\$ _____
D)	Total firm Price including Applicable Taxes [A] + B + C]	\$ _____

H1.2 Option Pricing – This grid to be used for the pricing for the option to repeat refit/installation portion of work. For each of 5 Halifax Class Vessels West Coast – Esquimalt.

A)	<p>Known Work For work as stated in SOW, specified in Annex A and detailed in the attached Annex E – “Option Pricing” the FIRM PRICE of:</p>	\$ _____
B)	<p>Unscheduled Work Contractor Labour Cost: Estimated labour hours at a firm Charge-out Labour Rate, including overhead and profit for evaluation purpose only: 2500 person hours X \$ _____ per hour for a PRICE of: See Article H2.1 and H2.2 below.</p> <p>Overtime premium for time and one half: Estimated hours for evaluation purposes only: 250 person hours X \$ _____ per hour for a PRICE of: See Article H3 Below.</p> <p>Overtime premium for double time: Estimated hours for evaluation purposes only: 250 person hours X \$ _____ per hour for a PRICE of: See Article H3 below.</p>	<p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>
C)	Applicable taxes of line A and B:	\$ _____
D)	Total firm Price including Applicable Taxes [A] + B + C]	\$ _____

H2 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, consumables, and profit, plus net laid-down cost of materials to which will be added a mark-up of 10 percent, plus Applicable Taxes, if applicable, of the total cost of material and labour. The firm hourly charge-out labour rate and the material mark-up will remain firm for the duration of the Contract and any subsequent amendments."

H2.1: Notwithstanding definitions or usage elsewhere in this document, or in the Contractor's Cost Management System, when negotiating Hours for unscheduled work, PWGSC will consider only those hours of labour directly involved in the production of the subject work package.

Elements of Related Labour Costs identified in H2.2 below, will not be negotiated, but will be compensated for in accordance with Note H2.2. It is therefore incumbent upon the bidder to have bid appropriately which will result in fair compensation, regardless of their Cost Management System.

H2.2: Allowance for Related Labour Costs such as: Management, all Supervision, Purchasing and Material Handling, Quality Assurance and Reporting, First Aid, Gas Free Certification Inspecting and Reporting, and Estimating and preparing unscheduled work Submissions will be included as Overhead for the purposes of determining the Charge-out Labour Rate entered in line H2 above.

H2.3: 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.

H3 Overtime

The Contractor must not perform any overtime under the Contract unless authorized in advance and in writing by the Contracting Authority. There will be no overtime payment for Known Work. Any request for payment must be accompanied by a copy of the overtime authorization and a report containing the overtime performed pursuant to the written authorization. Payment for authorized overtime will be calculated as follows:

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

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

For Double time \$ _____ per hour

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

ANNEX H - APPENDIX 1

PRICING DATA SHEETS

Section (Annex A)	Description	Total Hours	Total Labour Cost	Total Material Cost	Total FSR& Sub- Contractors Cost	Total Firm Price	Unit Cos t
3	Requirements						
	Documentation						
	Project Management (detailed in 7.19)		\$	\$	\$	\$	
3.4	Validation and Analysis (Ops room & Radar Room # 2)		\$	\$	\$	\$	
3.5	Survey and design for system modifications		\$	\$	\$	\$	
3.6	Inspections / tests - ensure modifications compatibility.		\$	\$	\$	\$	
3.7	Test Plan – System activation proposal (as per 3.7) (Annex A)		\$	\$	\$	\$	
3.8	Data Package – Drawings and designs for upgraded system (First vessel only)		\$	\$	\$	\$	
5	Deliverables						
5.1.1	Survey report (including all design calculations) as per 5.1.1 (Annex A)		\$	\$	\$	\$	
5.1.1	Preliminary design report (including detailed list of required materials) as per 5.1.1 (Annex A)		\$	\$	\$	\$	
5.1.2	Specification for all removal and installation		\$	\$	\$	\$	
	Modification work						

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Section (Annex A)	Description	Total Hours	Total Labour Cost	Total Material Cost	Total FSR& Sub- Contractors Cost	Total Firm Price	Unit Cos t
	Reconfigure removal		\$	\$	\$	\$	
	Reconfigure install		\$	\$	\$	\$	
			\$	\$	\$	\$	
TOTALS			\$	\$	\$	\$	

ANNEX "I"

DELIVERABLES/CERTIFICATIONS

I1 Mandatory Tender Deliverables Check List

Notwithstanding deliverable requirements specified within the bid solicitation and its associated Technical Specification (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 "I1" Deliverables/ Certifications.

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

Item	Description	Completed and Attached
1	Invitation To Tender document part 1 page 1 completed and signed;	
2	Completed Annex "H1" Financial Bid Presentation Sheet", clauses H1 through H6;	
3	Completed Pricing Data Sheets, per clause 3.1 Section II, Annex "H", Appendix 1;	
4	Completed Annex "I1" Deliverables/Certifications;	
5	Changes to Applicable Laws (if any), as per clause 2.4	
6	Integrity Provisions - Associated Information, section 5.1.1	
7	Federal Contractors Program for Employment Equity, Complete section 5.1.2	
8	Preliminary Work Schedule , per clause 6.5;	
9	Objective evidence of documented Health and Safety System, as per clause 6.8;	
10	Insurance Requirements, as per clause 6.7	
11	Project Management as per clause 6.8	
12	List of subcontractors, as per clause 6.9	
13	Example of an Inspection and Test Plan as per clause 6.10	

I2 Deliverables after Contract Award

Item	Description	Reference	Due By
1	Insurance requirements as per Annex "D"	Clause 7.11 and Annex "D"	10 Working Days after contract award
3	Revised Work Schedule	Clause 7.15	5 calendar days after contract award

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4	The Contractor's Quality Control Plan	Clause 7.20	5 calendar days after contract award
5	The list of Government specialized loaned equipment that the Contractor intends to request.	Clause 7.26	3 calendar days after contract award
6	Certification to work with halon fire suppression systems as detailed in the Federal Halocarbon Regulations (FHR); ULC/ORD-C 1058.5 - 2004 Halon and Halocarbon Clean Agent Recovery and Reconditioning Equipment; and ULC/ORD-C 1058.18 – 2004 The Servicing of Halon and Clean Agent Extinguishing Systems.	Clause 7.8	3 calendar days after contract award

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ANNEX "J"

Code of Conduct - List of Directors

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

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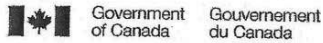
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Annex K – SRCL

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SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		2. Branch or Directorate / Direction générale ou Direction DGMEPM
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail The requirement is to provide an assessment and subsequent upgrade to the halon 1301 fitted fire extinguishing systems for the operations room and radar room #2 in Halifax Class Frigates.		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada	NATO / OTAN	Foreign / Étranger
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion	All NATO countries Tous les pays de l'OTAN	No release restrictions Aucune restriction relative à la diffusion
Not releasable À ne pas diffuser		
Restricted to: / Limité à:	Restricted to: / Limité à:	Restricted to: / Limité à:
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A	NATO UNCLASSIFIED NATO NON CLASSIFIÉ	PROTECTED A PROTÉGÉ A
PROTECTED B PROTÉGÉ B	NATO RESTRICTED NATO DIFFUSION RESTREINTE	PROTECTED B PROTÉGÉ B
PROTECTED C PROTÉGÉ C	NATO CONFIDENTIAL NATO CONFIDENTIEL	PROTECTED C PROTÉGÉ C
CONFIDENTIAL CONFIDENTIEL	NATO SECRET NATO SECRET	CONFIDENTIAL CONFIDENTIEL
SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	SECRET
TOP SECRET		TOP SECRET
TRÈS SECRET		TRÈS SECRET
TOP SECRET (SIGINT)		TOP SECRET (SIGINT)
TRÈS SECRET (SIGINT)		TRÈS SECRET (SIGINT)

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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non Oui
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité:
9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? ☒ No ☐ Yes
Non Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel:

Document Number / Numéro du document:

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- | | | | |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS
COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input type="checkbox"/> SECRET
SECRET | <input type="checkbox"/> TOP SECRET
TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET - SIGINT
TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL
NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET
NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET
COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS
ACCÈS AUX EMPLACEMENTS | | | |

Special comments:

Commentaires spéciaux:

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? ☐ No ☒ Yes
Non Oui
If Yes, will unscreened personnel be escorted? *Unscreened pers. may only access public/reception zone* ☒ No ☐ Yes
Dans l'affirmative, le personnel en question sera-t-il escorté? *public/reception zone* ☒ No ☐ Yes
Nor

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? ☒ No ☐ Yes
Non Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? ☒ No ☐ Yes
Non Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? ☒ No ☐ Yes
Non Oui

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Security Classification / Classification de sécurité
UNCLASSIFIED

Canada

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Gouvernement du Canada

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PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET
											A	B	C			
Information / Assets Renseignements / Biens Production																
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?

La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non ☐ Yes
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?

La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non ☐ Yes
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

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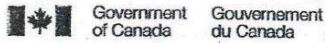
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PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Gilles Labrie	Title - Titre DNPS 6-2-4	Signature 	
Telephone No. - N° de téléphone 819-939-3409	Facsimile No. - N° de télécopieur 819-939-3388	E-mail address - Adresse courriel gilles.labrie@forces.gc.ca	Date 27 Jan 15
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Dawn Murray - DDSO - Industrial Security SRCL Team Lead	Title - Titre	Signature 	
Telephone No. - N° de téléphone Tel: 819-939-3374	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel E-mail: dawn.murray@forces.gc.ca	Date 2 December 2015
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées) PATRICIA TAYLOR	Title - Titre A/DNPS 7-4-2	Signature 	
Telephone No. - N° de téléphone 819-939-3814	Facsimile No. - N° de télécopieur 819-939-3170	E-mail address - Adresse courriel trish.taylor@forces.gc.ca	Date 03 Dec 15
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

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NOTE: THIS IS A GUIDE ONLY. ONLY PWGSC/CISD SECURITY CLAUSES INCORPORATED INTO THE CONTRACT ARE CONSIDERED LEGALLY BINDING. THIS GUIDE IS FOR THE USE OF THE DND PROJECT/TECHNICAL/SCIENTIFIC AUTHORITY AND PWGSC/CISD. IT SHOULD NOT FORM PART OF THE CONTRACTUAL DOCUMENTATION TO BE DELIVERED TO THE CONTRACTOR.

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- Personnel working on this procurement require, as a minimum, a **Reliability Status** before access to a secure site is granted. Contractor personnel working on DND sites shall abide by the National Defence Security Orders and Directives as well as any Information Technology publications that may apply. DND Unit Security Supervisors are responsible to brief Contractor employees on these policies and any other security instructions/policies as required. Foreign Contractors will abide by their Governments' national security regulations and/or bilateral agreements MOU.
- Prior to allowing access to secure premises, confirmation of Contractor personnel's security clearances must be forwarded on a Visit Clearance Request through the International Industrial Security Division (IISD) of Public Works & Government Services Canada (PWGSC) for approval and bear the name of this contract/project/program/contract number and the Project Officer.
- At no time will the contractor personnel be allowed to have any access to CLASSIFIED/PROTECTED data/documentation/systems and assets.
- Subcontracts containing security requirements are prohibited without the prior written authority of CISD/PWGSC.

DND Personnel:

The DND Contract Security Officer Dir Police and Security – Industrial Security, is the contact person for information pertaining to security concerns identified in this procurement.

Industrial Personnel:

The Company Security Officer (CSO) or alternate may contact CISD/PWGSC for information pertaining to security concerns identified in this procurement. Foreign Suppliers shall direct security related inquiries to their responsible National Security Authority/Designated Security Authority (NSA/DSA), and shall adhere to instructions issued by their responsible NSA/DSA.

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Annex K1

DETAILED INSTRUCTIONS FOR COMPLETION OF REQUEST FOR VISIT

These detailed instructions are guidance for the visitors and the Security Officers who complete the RFV.

HEADER	Insert full country or international organisation name (e.g. NATO, EU, etc) of the host.
1. TYPE OF VISIT REQUEST	<p>Select the appropriate checkbox for the type of visit request.</p> <p>If the Emergency checkbox is selected, complete the remarks portion in item 16 of the RFV Form to explain the reasons behind the emergency RFV.</p> <p>If the Amendment checkbox is selected, mark the appropriate checkbox for the type of amendments and insert the reference number provided by the NSA/DSA of the original RFV that the amendment is made to.</p> <p>Depending on the laws/regulations of the countries involved, a one-time visit request which is issued for the posting of personnel may require additional information/documents to be included with the RFV Form.</p>
2. TYPE OF INFORMATION/MATERIAL OR SITE ACCESS	Select the appropriate checkbox for the type of information/material or site access.
3. SUMMARY	<p>Please note that this section is defaulted to “1” (one) as the number of sites and “1” (one) as the number of visitors, and is not editable. These numbers will update automatically if you add additional sites in Annex 1 or add additional visitors in Annex 2.</p>
4. ADMINISTRATIVE DATA	<p><u>DO NOT FILL IN – LEAVE BLANK</u></p> <p><i>To be completed by requesting NSA/DSA if required.</i></p>

5. REQUESTING GOVERNMENT AGENCY, ORGANISATION OR INDUSTRIAL FACILITY	<p>Select the appropriate checkbox (only one box) for the entity of the requesting government agency, organisation or industrial facility.</p> <p>Insert the full name, full postal address (include city, province/state, and postal zone), e-mail address, facsimile number and telephone number.</p>
6. GOVERNMENT AGENCY(IES), ORGANISATION(S) OR INDUSTRIAL FACILITY(IES) TO BE VISITED	<p>Complete Annex 1 to the RFV Form to include information on all of the sites to be visited.</p>
7. DATE OF VISIT	<p>Insert the period of the visit by using numeral "day/month/year" (dd/mm/yyyy).</p>
8. TYPE OF INITIATIVE	<p>Select one item from each column as indicated.</p>
9. IS THE VISIT PERTINENT TO	<p>Select the appropriate checkbox and specify the full name of the government project/programme. Foreign Military Sales-case, etc., or request for proposal or tender offer. Abbreviations should be avoided.</p>
10. SUBJECT TO BE DISCUSSED/ JUSTIFICATION/PURPOSE	<p>Give a brief description of the subject(s) motivating the visit. If known, include the details of the host Government/Project Authority and solicitation/contract number. Abbreviations should be avoided.</p> <p><u>Remarks:</u></p> <p>1) In case of a recurring visit, this item of the RFV Form should state "Recurring Visits" as the first words in the data element (e.g. Recurring Visits to discuss...).</p> <p>2) It is strongly advised to repeat the subject to be discussed and/or the justification of the visit in the language of the receiving country.</p> <p>3) Make sure to describe the subject to be discussed in a way that it does not reveal any classified information since the completed RFV is considered to be an Unclassified document.</p>

11. ANTICIPATED HIGHEST LEVEL OF INFORMATION/MATERIAL OR SITE ACCESS TO BE INVOLVED	<p>Select the appropriate checkbox for the anticipated highest level of information/material or site access to be involved.</p> <p>Select the box "Other" if pertaining to another level of information/material or site access to be involved such as NATO SECRET, etc. It can also be used for any additional security caveats such as "SECRET - EYES ONLY", etc.</p>
12. PARTICULARS OF VISITOR(S)	<p>Complete Annex 2 to the RFV Form to include information on all of the visitors. When there is more than one visitor, enter the visitors' surnames in alphabetic order if possible.</p>
13. THE SECURITY OFFICER OF THE REQUESTING AGENCY, ORGANISATION OR INDUSTRIAL FACILITY	<p>This item requires the name, telephone number, e-mail address, and signature of the requesting Security Officer.</p>
14. CERTIFICATION OF SECURITY CLEARANCE LEVEL	<p><u>DO NOT FILL IN – LEAVE BLANK</u></p> <p><i>To be completed by government certifying authority only. In accordance with the laws/regulations of the countries involved, government certifying authority must also complete this item for RESTRICTED.</i></p> <p>Note for the certifying authority:</p> <p>1) Insert name, address, telephone number, and e-mail address.</p> <p>2) Sign, date and stamp, as applicable.</p> <p>3) If the certifying authority corresponds with the requesting National Security Authority, insert in this item: "See item 15 of the RFV Form".</p> <p><u>Remark:</u> Items 14 and 15 of the RFV Form may be completed by the appropriate official of the Embassy of the requesting country as per national legislations, policies or directives.</p>

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15. REQUESTING SECURITY AUTHORITY	<p><u>DO NOT FILL IN – LEAVE BLANK</u></p> <p><i>To be completed by the requesting NSA/DSA only as per below instructions.</i></p> <p>1) Insert name, address, telephone number, and e-mail address.</p> <p>2) Sign, date and stamp, as applicable.</p>
16. REMARKS	<p>1) In case of an emergency visit, it is mandatory to give the reasons for the emergency visit in this field of the RFV Form. The particulars of the knowledgeable person, as per MISWG Document No.7, paragraph 7.4, should also be identified in this field of the RFV Form.</p> <p>2) This item can be used for certain administrative requirements (e.g. proposed itinerary, request for hotel, and/or transportation, etc.).</p> <p>3) This space is also available for the receiving NSA/DSA for processing (e.g., “no security objections”, etc.).</p> <p>4) In case a special briefing is required, the type of briefing and the date that the briefing was given should be stated.</p>

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ANNEX 1 TO RFV FORM GOVERNMENT AGENCY(IES), ORGANISATION(S) OR INDUSTRIAL FACILITY(IES) TO BE VISITED	<p>Select the appropriate checkbox (only one box) for the government agency, organisation or industrial facility to be visited. Repeat for every site to be visited.</p> <p>Insert the full name, full physical address (include city, province/state, and postal zone), telephone number and facsimile number. Insert the name, e-mail and telephone number of the main point of contact or the person with whom the appointment for the visit was made. Insert the name, e-mail and telephone number of the Security Officer or the secondary point of contact.</p> <p><u>Remarks:</u></p> <p>1) For visits to the United States, one RFV Form with Annexes for each agency/organisation/facility to be visited should be filled in.</p> <p>2) For visits to military sites in the United States, it is mandatory to specify which military unit will be visited (e.g. Army, Air Force, Navy, Marine Corps or Defense Intelligence Agency).</p>
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ANNEX 2 TO RFV FORM PARTICULARS OF VISITOR(S)	<p>Select the appropriate checkbox (only one box) for the type of employment of the visitor (e.g. military, defence public servant, government, industry/embedded contractor, international organisation employee (e.g. NATO, EU, etc.)). Repeat for every visitors.</p> <p><u>Surname</u>: Family name.</p> <p><u>Forenames</u>: As per passport.</p> <p><u>Rank</u>: Insert the rank of the visitor if applicable.</p> <p><u>DOB</u>: Insert date of birth by using numeral “day/month/year” (dd/mm/yyyy).</p> <p><u>POB</u>: Place of birth (city-province/state-country).</p> <p><u>Nationality</u>: Insert nationality as per passport.</p> <p><u>Security clearance level</u>: Actual security clearance status (e.g. TS, S, C). Indicate NATO clearance (CTS, NS, NC) if the visit is related to NATO business and the EU clearance for EU related visits.</p> <p><u>PP/ID Number</u>: Enter the passport number or identification card number, as required by host government.</p> <p><u>Position</u>: Insert the position the visitor holds in the organisation (e.g., director, product manager, etc.)</p> <p><u>Company/Agency</u>: Insert the name of the government agency, organisation, or industrial facility that the visitor represents.</p>
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