



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

Ship Refits and Conversions / Radoubss et
modifications de navires and / et

11 Laurier St. / 11, rue Laurier

6C2, Place du Portage

Gatineau, Québec K1A 0S5

Title - Sujet Griffon Windlass Drive	
Solicitation No. - N° de l'invitation F2599-175088/A	Date 2017-07-20
Client Reference No. - N° de référence du client F2599-175088	GETS Ref. No. - N° de réf. de SEAG PW-\$\$MD-037-26377
File No. - N° de dossier 037md.F2599-175088	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-08-21	
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: Belcaid, Sidi	Buyer Id - Id de l'acheteur 037md
Telephone No. - N° de téléphone (819) 420-2292 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF FISHERIES AND OCEANS CCGS GRIFFON 401 KING ST W. Attention: Chief Engineer PRESCOTT Ontario K0E1T0 Canada	

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 Insurance Requirements and other Annexes.

1.2 Summary

- 1.2.1 The Requirement is described in the article 7.1 of this solicitation.
- 1.2.2 As per the Integrity Provisions under section 01 of Standard Instructions 2003 bidders must provide a list of all Owners and/or Directors and other associated information as required. Refer to section 4.21 of the Supply Manual for additional information on the Integrity Provisions.
- 1.2.3 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 (2010-08-16).

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.

1.4 Security Requirements

There is no security requirement applicable to the solicitation.

PART 2 - BIDDER INSTRUCTIONS

2.1 Reissue of Bid Solicitation

This bid solicitation cancels and supersedes previous bid solicitation number F2599-175002/A dated 2017-02-15 with a closing of 2017-04-11 at 14pm.

2.2 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada.

(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>)

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

The 2003 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.3 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.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted via email at the address indicated in the Article 7.5.1 to the Contracting Authority no later than **five (5) 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.

2.5 Applicable Laws

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

2. 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 "J1" for Deliverables/Certifications.

2.6 Optional Site Visit – Vessel

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for a tour of the work site onboard the vessel. The vessel will be available for site visit on **August 8, 2017 from 9h00 am to 5h00 pm** in Les Mechains Federal Wharf, province of Quebec. Bidders must communicate with the Contracting Authority **no later than three (3) Working Days** 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. The Contracting Authority will provide bidders, who will have confirmed their presence, with additional security directives that will need to be respected during the site visit. Bidders who do not attend or send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

2.7 Work Period - Marine

The start date of the work has not yet been determined but will be around September 11, 2017 and the work will be completed by September 30, 2018.

Below is the schedule for each step, assuming that the start of the work is September 11, 2017.

Step 1: Engineering

Start date: September 11, 2017
End Date: 30 November 2017

Design and engineering work must be submitted to the Technical Authority for review no later than 8 weeks after the start of work and certification documents must be submitted by November 30, 2017.

Step 2: Electrical and Mechanical Components

Delivery date of equipment: March 15, 2018

Step 3: Installation

Start date: Between June 1, 2018 and August 20, 2018
End date: 6 weeks after start of work.

The start date for Step 3 will be communicated later.

Step 4: Training the second crew

Start date: the date and place will be communicated later (training of one day - 8 hours)

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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.

2.7.1 Additional Instructions to Work Period

From step 3 start date, when the vessel will be manned during that period, it will be considered to be in commission and it will be in the care and custody of the Owner and under its control.

Unless otherwise specified, the installation will take place at the base of the Canadian Coast Guard in Prescott, Ontario.

PART 3 - BID - PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

(a) Copies of Bid: Canada requests that Bidders provide their bid in separately bound sections as follows:

- Section I - Technical Bid (1 hard copy and 1 soft copy on a USB Key)
- Section II - Financial Bid (1 hard copy and 1 soft copy on a USB Key)
- Section III - Certifications (1 hard copy and 1 soft copy on a USB Key)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

(b) Format of Bid: Canada requests that bidders follow the format instructions described below in the preparation of their bid:

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

(c) Canada's Policy on Green Procurement: 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 "J1" Deliverables/Certifications.

Section II: Financial Bid

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

Section III: Certifications

Bidders must submit the certifications required under Part 5.

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 estimated cost for the unscheduled work must be included in the bids. The total global price will be calculated by including an estimated amount of additional person-hours (and/or material) 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 total global cost named «evaluation price» will be used for evaluating the bids. The estimated work will be based on historical experience and there is no minimum or maximum amount of unscheduled work nor is there a guarantee of such unscheduled work.

3.1.2 Exchange Rate Fluctuation

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

3.2 Electronic Payment of Invoices – Bid

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

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

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

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

Section I - Technical Bid / Certifications

Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation identified with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be declared non-responsive and disqualified. The mandatory requirements are as follows:

- (a) Mandatory deliverables that must be submitted with the Bidder's bid to be deemed responsive are summarized in Annex "J1";
- (b) Information requested in Article 3.7.2 of Annex A.
- (c) Demonstration that the minimum performance characteristics of equipment meet:
 - 1) The Actual Ship Machinery Regulations established by Transport Canada for application on the CCGS Griffon.
 - 2) The Lloyd's Register requirements for the lifting of each anchor as outlined in section 4.4.3.3 of Annex A.

Evaluation Procedures for Equivalent Products:

SAAC Manual Clause B3000T (2006-06-16) Equivalent Products

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 provide the required certifications and additional information in Part 5.

4.1.1 Evaluation of Price

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

4.2 Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price as per the formula included in **H1 Price for Evaluation**, Annex H will be recommended for award of a contract.

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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 "J2".

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 with the Bid

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

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 SACC 2003 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

Refer to Annex "J1" for Deliverables/Certifications

5.1.2 Bidder's Competencies

The Bidder must demonstrate his competencies by submitting with its bid two examples of ship manufacturing, modification or deck equipment repair within the past five years. The scope of work should be similar in size and complexity to those described in Annex A of this solicitation.

The two examples should be detailed and include at least:

- The design and/or the integration of a Variable Frequency Drive (VFD) system of similar capacity and power.
- The installation of machinery on board a ship that includes mechanical and electronic components of similar capacity and power.
- The names of the vessels where the work was carried out and the description of work.

All information provided must be verifiable.

Refer to Annex "J1" for Deliverables/Certifications

5.1.3 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

Refer to Annex "J1" for Deliverables/Certifications

5.1.4 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

Refer to Annex "J1" for Deliverables/Certifications

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

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

PART 6 - FINANCIAL AND OTHER REQUIREMENTS

6.1 Financial Capability – N/A

6.2 Contract Financial Security- N/A

6.3 Vessel Transfer Costs – N/A

6.4 Docking Facility –N/A

6.5 Workers' Compensation - Letter of Good Standing

The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The bidder must provide with the bid, a certificate or letter from the applicable Worker's Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

Refer to Annex "J1" for Deliverables/Certifications.

6.6 Valid Labour Agreement

If the Bidder has a labour agreement, or other suitable instrument, in place with all its unionized labour, it must be valid for the proposed period of any resulting contract. Documentary evidence of the agreement or suitable instrument must be provided on or before bid closing date. If this information is not provided with the bid it will render the bid non-responsive.

Refer to Annex "J1" for Deliverables/Certifications

6.7 Preliminary Work Schedule

6.7.1 At the time of bid closing the Bidder must submit to Canada one (1) copy of a preliminary work schedule in a Gantt chart format elaborated with the software MS Project 2013 or equivalent. This schedule must highlight the target dates listed at 6.7.2 below and all priced work items listed in Annex H. For purposes of the schedule, the bidder will assume that the work period is as described in Article 2.7 Work Period - Marine with the start date of installation on June 01, 2018. These dates will be used for evaluation only.

6.7.2 The Contractor's schedule must include target dates for each of the following significant events:

- a. Commencement of Work
- b. All priced work items listed in Annex H Appendix 1.
- c. Dock and Sea Trials Period
- d. Completion of Work

Refer to Annexes "J1" and "J2", Deliverables/Certifications.

6.8 Safety Measures for Fueling and Disembarking Fuel – N/A

6.9 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 6.17.

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 "J1" for Deliverables/Certifications.

6.10 Health and Safety

The Bidder must certify with its bid 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 "J1" for Deliverable Requirements.

6.11 Fire Protection, Fire Fighting and Training Procedures

Refer to Annex "A" Section 1.10.

6.12 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.

Refer to Annex "J1", Deliverables/Certifications.

6.13 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 "J1", Deliverables/Certifications.

6.14 Welding Certification

Welding must be performed by a welder certified by the Canadian Welding Bureau and in accordance with the requirements of the following Canadian Standards Association (CSA) standards:

- (a) CSA W47.1, Certification for Companies for Fusion Welding of Steel (Minimum Division Level 2); and
- (b) CSA W47.2, Certification for Companies for Fusion Welding of Aluminum (Minimum Division Level 3).

The bidder must submit with his bid proof of its and/or subcontractors certification for CSA W47.1, Certification for Companies for Fusion Welding of Steel (Minimum Division Level 2) and CSA W47.2, Certification for Companies for Fusion Welding of Aluminum (Minimum Division Level 3). The bidder must maintain valid its certifications for the duration of the contract.

The successful bidder will have to provide **five (5) days** before the start date of step 3, the list of welders susceptible to be assigned to the Work with a valid copy of their respective certificate. The bidder must maintain valid his list of certified welders for the duration of the contract in accordance with Article 7.30.

Refer to Annex "J1" and "J2" for Deliverables/Certifications.

6.15 Project Management Services

The Bidder is required to provide a Project Management Team experienced and capable of successfully managing the ship refit 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.

2. Project Manager

- (a) The Contractor must supply an experienced Project Manager (PM).
- (b) The PM must have at least two years of experience within the last five years in managing a marine project.

3. Project Management Team

Other than the Project Manager, the Contractor may assign and deploy personnel to suit its organization; provided however that the collective resume of its Project Management Team provide for the effective control of the project elements including but not limited to:

- i. Engineering
- ii. Manufacturing
- iii. Quality Assurance
- iv. Planning and Scheduling
- v. Test and Trials
- vi. Purchasing

4. Tender Deliverable

Name, a short curriculum vitae, which includes only studies, experiences and/or any other completed training relevant to the role in the project team, and a list of duties per team member to ensure that each of the project elements listed in Article 2 and 3i through 3vi inclusive have been addressed.

Refer to Annex "J1" for Deliverables/Certifications.

6.16 List of Proposed Subcontractors

If the bid includes the use of subcontractors, the Bidder must 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

Refer to Annex "J1" for Deliverables/Certifications.

6.17 Quality Control Plan

At the time of bid closing the Bidder must submit to Canada an example of its Quality Control Plan (QCP) as applied on previous projects of the same nature.

Refer to Annex "J1" for Deliverables/Certifications.

6.18 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 "J1" for Deliverables/Certifications.

6.19 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 "J1" 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 CCGS Griffon Bow Windlass Drive Components Clarke Chapman must be upgraded. The CCG needs a new electric drive system, compatible with the existing windlass.

The Contractor must:

- a) Design a new electrical drive system compatible with the existing windlass in accordance with the requirement described in Annex A named Griffon Windlass Drive Replacement and Installation.
- b) Provide a new pedestal control console, new controls, AC drive motor complete with an integral electromechanical brake and motor support, Variable Frequency Drive (VFD) complete with cabinet, dynamic brake resistor, coupling and housing, controls and all power and control wiring.
- c) Install, commission and test new components on board the vessel and train CCG personnel. The work is scheduled to take place at the Canadian Coast Guard base in Prescott, Ontario.
- d) Carry out any unscheduled work authorized by the Contracting Authority.

7.2 Definitions

In this Contract, unless the context otherwise requires:

'CCGS' – means Canadian Coast Guard Ship

'Design Change' - means any change to approved drawings, Specifications, or statements of requirements. Work necessary to eliminate " fouling" points or for the correction of errors made by the Contractor is not a "Design Change" within the meaning of this section;

'DFO' – means Department of Fisheries and Oceans Canada

Dollar, "Dollars", or "\$" - means the legal tender of Canada;

"Good Marine Quality" - means constructed of materials unaffected by or resilient to moisture, sea spray (salt water and salt air), extremes of temperature, and other hazards of the marine environment, and has been designed and constructed to perform intended function in the marine environment conditions of the Atlantic Ocean and to withstand the dynamic motions and cyclic loads imparted in a marine environment. The item must further be designed and constructed for ease and safety of operation under dynamic conditions, to have an operational life equal or superior to the useful life that can be reasonably expected from such item in similar operating conditions and to require minimum maintenance as a result of such marine operating conditions;

'Milestone' - means an event, the completion of which signifies a significant and measurable achievement in the performance of the Work.

'OEM' - means original equipment manufacturer;

'Owner' - means Her Majesty the Queen in right of Canada as represented by the Minister of Fisheries and Oceans

'Owners Representative' – means the Technical Authority or his/her designate.

"PWGSC" or "PSPC" – means respectively the Department's former title Public Works and Government Services Canada or its new title Public Services and Procurement Canada;

'Working Day' – means any day of the year other than a Saturday, Sunday or any statutory holiday in the Province of Newfoundland, Nova Scotia, Ontario, Quebec or in the Public Service of Canada, and any reference herein to a day or days will mean calendar days unless expressly described as a "Working Day" or "Working Days"

Capitalized terms not otherwise defined in these Articles of Agreement numbered 1 through 52 inclusive and defined in the General Conditions or Supplemental Conditions referred to Section 7.2 will have meanings given to them in those Annexes.

7.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual 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>)

7.3.1 General Conditions

SAAC Manual Clause 2030 (2016-04-04), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

Clause **2030 (2016-04-04)**, 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) The painting of the underwater portion of the hull for a period of 365 days commencing from the date of undocking, except that the Contractor will only be liable to repair and/or replace to a value to be determined as follows:
 - (b) Original cost to Canada of the underwater painting work, divided by 365 days and multiplied by the number of days remaining in the warranty period. The resultant sum would represent the "Dollar Credit" due to Canada from the Contractor.
 - (c) All other painting work for a period of 365 days commencing from the date of acceptance of the Work;
 - (d) All other items of work for a period of ninety (90) days commencing from the date of acceptance of the Work, except that:

- (i) the warranty on the work related to any system or equipment not immediately placed in continuous use or service 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. Refer to Annex "E" and its Appendix "1" for Warranty Defect Claim Procedures and forms.

SAAC Manual Clause 1031-2 (2012-07-16), Contract Cost Principles, apply and form part of the Contract. This Clause is described below:

1031-2 01 (2008-05-12) General Principle

The total cost of the Contract must be the sum of the applicable direct and indirect costs which are, or must be reasonably and properly incurred and/or allocated, in the performance of the Contract, less any applicable credits. These costs must be determined in accordance with the Contractor's cost accounting practices as accepted by Canada and applied consistently over time.

1031-2 02 (2008-05-12) Definition of a Reasonable Cost

1. A cost is reasonable if the nature and amount do not exceed what would be incurred by an ordinary prudent person in the conduct of a competitive business.
2. In determining the reasonableness of a particular cost, consideration will be given to:
 - a. whether the cost is of a type generally recognized as normal and necessary for the conduct of a contractor's business or performance of the Contract;
 - b. the restraints and requirements by such factors as generally accepted sound business practices, arm's length bargaining, federal, provincial and local laws and regulations, and contract conditions;
 - c. the action that prudent business persons would take in the circumstances, considering their responsibilities to the owners of the business, their employees, customers, the Government and public at large;
 - d. significant deviations from the established practices of the Contractor which may unjustifiably increase the contract costs; and
 - e. the specifications, delivery schedule and quality requirements of the particular contract as they affect costs.

1031-2 03 (2008-05-12) Direct Costs

There are three categories of direct costs:

- a. "Direct Material Costs" meaning the cost of materials which can be specifically identified and measured as having been used or to be used in the performance of the Contract and which are so identified and measured consistently by the Contractor's cost accounting practices as accepted by Canada.
 - i. These materials may include, in addition to materials purchased solely for the performance of the Contract and processed by the Contractor, or obtained from subcontractors, any other materials issued from the Contractor's general stocks.

- ii. Materials purchased solely for the performance of the Contract or subcontracts must be charged to the Contract at the net laid-down cost to the Contractor before cash discounts for prompt payment.
- iii. Materials issued from the Contractor's general stocks must be charged to the Contract in accordance with the method as used consistently by the Contractor in pricing material inventories.

b. "Direct Labour Costs" meaning the costs of the portion of gross wages or salaries incurred for the Work, which can be specifically identified and measured as having been incurred or to be incurred in the performance of the Contract and which are so identified and measured consistently by the Contractor's cost accounting practices as accepted by Canada.

c. "Other Direct Costs" meaning those applicable costs, not falling within the categories of direct material or direct labour, but which can be specifically identified and measured as having been incurred or to be incurred in the performance of the Contract and which are so identified and measured consistently by the Contractor's cost practices as accepted by Canada.

1031-2 04 (2012-07-16) Indirect Costs

1. "Indirect Costs (overhead)" meaning those costs which, though necessarily having been incurred during the performance of the Contract for the conduct of the Contractor's business in general, cannot be identified and measured as directly applicable to the performance of the Contract.

2. These Indirect Costs may include, but are not necessarily restricted to, such items as:

- a. indirect materials and supplies (*);
- b. indirect labour;
- c. fringe benefits (the Contractor's contribution only);
- d. public services expenses: expenses of a general nature such as power, heat, light, operation and maintenance of general assets and facilities;
- e. fixed/period charges: recurring charges such as property taxes, rentals and reasonable depreciation costs;
- f. general and administrative expenses: including remuneration of executive and corporate officers, office wages and salaries and expenses such as stationery, office supplies, postage and other necessary administration and management expenses;
- g. selling and marketing expenses associated with the goods, services or both being acquired under the Contract;
- h. general research or development expenses as considered applicable by Canada.

(*) For supplies of similar low-value, high-usage items the costs of which meet the above definition of Direct Material Costs but for which it is economically expensive to account for these costs in the manner prescribed for direct costs, then they may be considered to be indirect costs for the purposes of the Contract.

1031-2 05 (2008-05-12) Allocation of Indirect Costs

Indirect Costs must be accumulated in appropriate indirect cost pools, reflecting a contractor's organizational or operational lines and these pools subsequently allocated to contracts in accordance with the following two principles:

- a. the costs included in a particular indirect cost pool should have a similarity of relationship with each contract to which that indirect cost pool is subsequently distributed; further, the costs included in an indirect cost pool should be similar enough in their relationship to each other that

- the allocation of the total costs in the pool provides a result which would be similar to that achieved if each cost within that pool were separately distributed;
- b. the allocation basis for each indirect cost pool should reflect, as far as possible, the causal relationship of the pooled costs to the contracts to which these costs are distributed.

1031-2 6 (2008-05-12) Credits

The applicable portion of any income, rebate, allowance, or any other credit relating to any applicable direct or indirect cost, received by or accruing to the Contractor, must be credited to the Contract.

1031-2 07 (2012-07-16) Non-applicable Costs

Despite that the following costs may have been or may be reasonably and properly incurred by the Contractor in the performance of the Contract, they are considered non-applicable costs to the Contract:

- a. allowance for interest on invested capital, bonds, debentures, bank or other loans together with related bond discounts and finance charges;
- b. legal, accounting and consulting fees in connection with financial reorganization, security issues, capital stock issues, obtaining of patents and licenses and prosecution of claims against Canada;
- c. losses on investments, bad debts and collection charges;
- d. losses on other contracts;
- e. federal and provincial income taxes, excess profit taxes or surtaxes and/or special expenses in connection with those taxes;
- f. provisions for contingencies;
- g. premiums for life insurance on the lives of officers and/or directors where proceeds accrue to the Contractor;
- h. amortization of unrealized appreciation of assets;
- i. depreciation of assets paid for by Canada;
- j. fines and penalties;
- k. expenses and depreciation of excess facilities;
- l. unreasonable compensation for officers and employees;
- m. specific product development or improvement expenses not associated with the product being acquired under the Contract;
- n. advertising, except reasonable advertising of an industrial or institutional character placed in trade, technical or professional journals for the dissemination of information for the industry or institution;
- o. entertainment expenses;
- p. donations except those to charities registered under the Income Tax Act;
- q. dues and other memberships other than regular trade and professional associations;
- r. fees, extraordinary or abnormal for professional advice in regard to technical, administrative or accounting matters, unless approval from the Contracting Authority is obtained.
- s. compensation in the form of dividend payments or calculated based on dividend payments;
- t. compensation calculated, or valued, based on changes in the price of corporate securities, such as stock options, stock appreciation rights, phantom stock plans or junior stock conversions; or, any compensation in the form of a payment made to an employee in lieu of an employee receiving or exercising a right, option, or benefit.

7.3.2 Supplemental General Conditions

SAAC Manual Clause 1029 (2010-08-16) Ship Repairs;

SAAC Manual Clause 4006 (2010-08-16) Contractor to Own Intellectual Property Rights in Foreground Information;

7.4 Term of Contract

7.4.1 Work Period - Marine

1. Work must commence and be completed as follows:

The start date of the work has not yet been determined but will be around September 11, 2017 and the work will be completed by September 30, 2018. Below is the schedule for each step, assuming that the start of the work is September 11, 2017.

Step 1: Engineering

Start date: September 11, 2017
End Date: 30 November 2017

Design and engineering work must be submitted to the Technical Authority for review no later than 8 weeks after the start of work and certification documents must be submitted by November 30, 2017.

Step 2: Electrical and Mechanical Components

Delivery date of equipment: March 15, 2018

Step 3: Installation

Start date: Between June 1, 2018 and August 20, 2018
End date: 6 weeks after start of work.

The start date for Step 3 will be communicated later.

Step 4: Training the second crew

Start date: the date and place will be communicated later (training of one day - 8 hours)

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:

Name: Sidi Mohammed Belcaid
Title: Internal Officer
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Refit, Logistics and Small Vessel Construction
Address: 11 Laurier Street, Gatineau (QC) K1A 0S5
Telephone: 819-420-2292
E-mail address: sidi-mohammed.belcaid@tpsgc-pwgsc.gc.ca

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

7.5.2 Technical Authority

The Technical Authority for the Contract is:

Name: Will be disclosed at Contract Award
Telephone:
Cell:
E-mail:

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 role of the Inspection Authority for the Contract will be assumed by the Canadian Coast Guard.

Name: Will be disclosed at Contract Award
Telephone:
Cell:
E-mail:

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.

7.6 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 must be in accordance with Annex "B".

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

7.6.2 Method of Payment - Milestone Payments - Subject to holdback

1. Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract, 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](#), 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 total amount for all milestone payments paid by Canada does not exceed 90 percent of the total amount to be paid under the Contract;
 - c. all the certificates appearing on form [PWGSC-TPSGC 1111](#) have been signed by the respective authorized representatives;
 - d. all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.
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

7.6.3 Schedule of Milestones

The schedule of milestones for which payments will be made in accordance with the Contract is as follows:

Milestone No.	Spec Section	Description or "Deliverable"	Firm Amount	Due Date or "Delivery Date"
1	3.7	Engineering	20% of total firm price of Annex H Appendix 1	30-Nov-17
	3.8.20	Arc Flash Calculations		
	3.10.1.1	Certification (i.e., Lloyd's Register or TC recognized organizations)		
	3.10.1.2	TCMS Approval Prior to installation		
2	3.8	Electrical Components:	30% of total firm price of Annex H Appendix 1	15-Mar-18
		AC Motor with Junction Box		
		Dynamic Brake Resistor		
		Variable Frequency Drive for AC Motor		
		VFD Complete with Cabinet, Control and Indicator Functionalities		
		VFD programming		
		Operator Remote Control Console with Control and Indicator Functionalities		
		New Power and Shielded Control Cabling		
	3.9	Mechanical and Structural Components:		
		AC Motor Mount		
		Flexible Coupling		
		Bell Housing		
		Pedestal of Operator Remote Control Console		
3	1.9	Clean and Hazard Free Worksite (Garbage Removal)	45% of total firm price of Annex H Appendix 1	End of work of Step 3
		Garbage Container and Disposal		
	4.3.1	General (Material, Equipment, Tools, etc.)		
	4.3.2	Removals		
	4.3.3	Installation		
	4.3.4	Coatings		
	4.4	Proof Of Performance		
		Inspections, Test and Trials		
		Testing and Trials		
		Certification		
	4.5	Deliverables		
		Documentation (Reports/Drawings/Manuals) and Critical Electrical & Mechanical Spare List		
		Training for the first crew (4-6 people)		
4	4.5.5	Training for the second crew (4-6 people)	5% of total firm price of Annex H Appendix 1	Will be disclosed later

7.6.4 Liens - Section 427 of the Bank Act

1. If any lien under section 427 of the Bank Act, S.C.. 1991, c. 46, exists in respect to any materials, parts, work-in-process, or finished work for which the Contractor intends to claim payment, the Contractor agrees to inform the Contracting Authority without delay and agrees, unless instructed otherwise by the Contracting Authority, either:
 - (a) to cause the bank to remove such lien and to provide the Contracting Authority with written confirmation from the bank; or,
 - (b) to provide to the Contracting Authority an undertaking from the bank that the bank will not make any claim under section 427 of the Bank Act on materials, parts, work-in-process, or finished work in respect of which payment is made to the Contractor under the Contract.
2. Failure to inform the Contracting Authority of such lien or failure to implement paragraph 1(a) or (b) above will constitute default under the default section of the general conditions and will entitle Canada to terminate the Contract.

7.6.5 Limitation of Price

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

7.6.6 Time Verification

SAAC *Manual* Clause C0711C (2008-05-12) Time Verification

7.6.7 Electronic Payment of Invoices – Contract

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);

7.7 Invoicing Instructions

The Contractor must submit invoices in accordance with the information required in Section 13 of 2030 (2016-04-04), General Conditions, Higher Complexity, Goods and Article 7.6 - Payment and Article 7.7.2 - Invoicing Instructions.

7.7.1 Invoices

1. Invoices are to be made out to:

Attention: Helen Evans
Marine Engineering, Canadian Coast Guard
520 Exmouth Street
Sarnia, ON N7T 8B1

The original invoice to be forwarded for verification to:

Name: Sidi Mohammed Belcaid
Title: Internal Officer
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Refit, Logistics and Small Vessel Construction
Address: 11 Laurier Street, Gatineau (QC) K1A 0S5
Telephone: 819-420-2292
E-mail address: sidi-mohammed.belcaid@tpsgc-pwgsc.gc.ca

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://publiservice-app.pwgsc.gc.ca/forms/pdf/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 2030 (2016-04-04), General Conditions, section 13 entitled "Invoice Submission";
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 Technical Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.

The Technical 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 10% 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 10% 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

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

7.8.2 Status of equipment provided

The Contractor must provide the Contracting Authority with evidence that all components of the Windlass are new and manufactured recently (less than 3 years).

Canada will not accept equipment refurbished, reworked or rebuilt.

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

7.10 Applicable Laws

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

7.11 Priority of Documents

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

- (a) The Articles of Agreement;
- (b) The Supplemental General Conditions 1029 (2010-08-16), Ship Repairs;
- (c) The General Conditions 4006 (2010-08-16) Contractor to Own Intellectual Property Rights in Foreground Information;
- (d) The General Conditions 2030 (2016-04-04), General Conditions - Higher Complexity – Goods;
- (e) The General Conditions 1031-2 (2012-07-16), Contract Cost Principles;
- (f) Annex "A", Statement of Work dated July 17, 2017;
- (g) Annex "B", Basis of Payment;
- (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 "J", 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) 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.

7.13.1 Environmental Impairment Liability Insurance

Refer to Annex D, section D.3

7.14 Financial Security N/A

7.15 Foreign Nationals (Canadian Contractor)

SAAC *Manual* Clause A2000C (2006-06-16) Security Foreign Nationals (Canadian Contractor).

7.16 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.

7.17 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.

7.18 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.

7.19 Trade Qualifications

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

7.20 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.

7.21 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.

Introduction

Project management refers to system integration and technical control as well as business management of the work on the windlass of CCGS Griffon.

The Contractor must provide the following within 15 days of Contract Award:

Project Action Plan (PAP):

The Contractor must document the project management for the work in a Project Action Plan and must update this plan at monthly intervals or more frequently as required by the Contracting Authority.

The PAP must comprise:

- i) organization structure charts;
- ii) a master schedule, support schedules, sub-Contractor schedules and work;
- iii) Government Furnished Equipment (GFE), and Contractor Furnished Equipment (CFE) delivery dates as a minimum.

The monthly updates to the PAP must comprise schedule updates, a progress report and review meetings. The components of the PAP and its updates are described in the following sub-sections.

1) Project Integration Management:

The Contractor must provide an overall project organizational chart identifying all key personnel and sub-Contractors. Further, the Contractor must identify the contract-related work each sub-Contractor is responsible for.

2) Change Management Log:

The Contractor must provide a Change Management Log that must be used for the duration of the project to manage project changes.

The Change Management Log must track project issues with the following criteria:

- i) Individual tracking number;
- ii) Date issue was raised;
- iii) Expected resolution date;
- iv) Date issue was resolved;
- v) Brief note of resolution on issue;
- vi) Individual who raised issue;
- vii) Individual assigned to resolve issue;
- viii) Risk Factor.

3) Risk Management Plan:

The Contractor must identify emergent risks and rank these risks by impact on the work. Mitigation strategies must be identified for all "High" risks. The "Risk Management Plan" must be updated at least bi-weekly and provided to the Technical and Contracting Authorities. The "Risk Management Plan" must be included in the monthly progress meeting Record of Decisions.

4) Scheduling:

The Contractor must provide a schedule(s) that breaks the work down to the system and component level. The schedule must include sub-Contractor schedules to the same level. The Contractor must update the schedule(s) on a monthly basis and the updates must be provided to the Contract Authority, the Inspection Authority and the Technical Authority.

The schedule(s) must identify all work in the project. It must include long lead items, GFE, strip outs, production, assembly, installation, bench testing, system commissioning and tests and trials, as well as all scheduled and required resources.

The schedule(s) must identify the major milestones, critical path and all interrelationships between tasks. The schedule(s) must be baselined.

The PMBoK 2005 or later must be used as the reference for scheduling.

5) Project Reporting:

The Contractor must provide a monthly Progress Report describing the status of the project Time Line, Cost and Performance as an introduction. Time, Cost and Performance must then be addressed in detail. The report must identify significant risks to the program and the actions taken to resolve these risks. The risk analysis must identify any impact upon delivery and actions taken to recover any slippage that may affect the contract delivery date. The report, either in hard copy or in electronic format, must be delivered monthly, three (3) Working Days prior to the progress review meeting to the Contract Manager, the Inspection Authority and the Technical Authority. The progress report must include sub-Contractor and major component supplier activity.

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 Report

7.22 Quality Control Plan

The Contractor must implement and follow the Quality Control Plan (QCP) prepared according to the latest issue (at contract date) of ISO 10005:2005 Quality management - Guidelines for quality plans, approved by the Inspection Authority 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 QCP must include a list of all deliverables stated under Annex A. It must be kept up to date and signed off by the IA when items are delivered.

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.

7.23 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.

7.24 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.

7.25 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 noncompliance situations, must be competent to do so on the basis of appropriate education, training, or experience.

7.26 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.

7.27 Supervision of Fueling and Disembarking Fuel – N/A

7.28 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.

7.29 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 **five (5) 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.

7.30 Welding Certification

1. The Contractor must ensure that welding is performed by a welder certified by the Canadian Welding Bureau (CWB) for the following Canadian Standards Association (CSA) standard(s):
 - (a) CSA W47.1, Certification for Companies for Fusion Welding of Steel (Minimum Division Level 2);
 - (b) CSA W47.2, Certification for Companies for Fusion Welding of Aluminum (Minimum Division 3).
 - (c) CSA/ACNOR AWS (American Welding Society), Certification for Companies for Fusion Welding of Stainless Steel (Minimum Division Level 16);
2. In addition, welding must be done in accordance with the requirements of the applicable drawings and specifications.
3. Before the commencement of any fabrication work, and upon request from the Technical Authority, the Contractor must provide approved welding procedures and/or a list of welding personnel they intend to use in the performance of the Work. The list must identify the CWB welding procedure qualifications attained by each of the personnel listed and must be accompanied by a copy of each person's current CWB certification to CSA welding standards.

7.31 Procedures for Design Change or Additional Work

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

Refer to Annex "F" for the detailed procedure.

7.32 Vessel Manned Refits

1. Starting from the beginning of Step 3, the vessel will be manned and will be considered to be in «active commission» until the end of the work. The vessel during that period will remain in the care and custody of its Owner and under its control. Unless otherwise specified, the installation will take place at the base of the Canadian Coast Guard in Prescott, Ontario.
2. The fire equipment must be easily accessible and the contractor must ensure that it is available in an emergency. The Contractor must take appropriate precautions when combustion or welding is carried out in compartments or other enclosed areas of the vessel.

7.33 Vessel Unmanned Refits- N/A.

7.34 Kick-off Meeting

A Kick-off meeting for the work of step 3 will be convened and chaired by the Contracting Authority at the Canadian Coast Guard Base in Prescott, at time to be determined. At that meeting the contractor will introduce its personnel as per its organization chart and Canada will introduce authorities. Details of work will be discussed.

7.35 Progress Meetings

Progress meetings, chaired by the Contracting Authority, will take place at the Canadian Coast Guard Base in Prescott and when required. Interim meetings may also be scheduled including daily production meetings where other contractors may attend for planning purposes. 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.

During each PRM the Contractor shall provide a status of the overall contracted project, including programmatic, production, test, Integrated Logistics Support, subcontract, risk issues, and progress as it relates to the Project Action Plan (PAP) and Schedule, and the associated Work Breakdown Structure. For each PRM, the Contractor shall:

- (a) Ensure that Contractor data, personnel and facilities are available for each formal meeting in order that the meetings may be conducted in an efficient manner; and
- (b) Include the following agenda items for discussion and resolution:
 - i. PAP and updates;
 - ii. Contractual Issues;
 - iii. Financial Issues;
 - iv. Technical Issues;
 - v. Environmental, Health and Safety Issues; and
 - vi. Previous action items.

The PWGSC CA or authorized representative will chair the PRMs and will approve decisions prior to adjourning the PRM with the resulting decisions reflected in the Meeting Minutes.

7.36 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.

7.37 Scrap and Waste Material

SAAC Manual Clause A9055C (2010-08-16) Scrap and Waste Material

7.38 Stability – Not used

7.39 Vessel Access by Canada – N/A

7.40 Title to Property – Vessel – N/A

7.41 Workers Compensation

SAAC Manual Clause A0285C (2007-05-25) Workers Compensation

7.42 Dispute Resolution

The parties agree to follow the procedures below for the settlement of any disputes which may arise throughout the life of this Contract prior to seeking redress through court procedures:

- (a) Disputes arising from this Contract will in the first instance be resolved by the Contracting Authority and the Contractor's Contract Administrator within 15 Working Days or such additional time as may be agreed to by both parties.
- (b) Failing resolution under (a) above, the Manager of the Ship Refit Division (MD) of the Marine Systems Directorate at PWGSC and the Contractor's Representative Supervisor will attempt to resolve the dispute within an additional fifteen (15) Working Days.
- (c) Failing resolution under (a) or (b) above, the Director of the Refit, Logistics and Small Vessel Construction Directorate of the Marine Services and Small Vessel Sector at PWGSC, and the Contractor's Senior Management will attempt to resolve the dispute within an additional thirty (30) Working Days.
- (d) Notwithstanding the above procedure, either party may seek a decision through the courts at any time during the dispute.

7.43 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.

7.44 Care, Custody and Control

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

7.45 Permits, Licenses and Certificates

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.

7.46 Export Licenses

Where material is to be imported into Canada, the Contractor is responsible for obtaining all necessary export licenses from the country of origin in sufficient time to enable the export.

7.47 Travel and Living Expenses - National Joint Council Travel Directive

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".
All travel must have the prior authorization of the Contracting Authority.

All payments are subject to government audit.

7.48 Equivalency of Equipment

- (a) The Contractor guarantees that the equipment to be delivered under the Contract is:
 - (i) equivalent in form, fit, function and quality to the existing equipment owned by Canada that was described in the bid solicitation that resulted in the Contract; and
 - (ii) fully compatible, interchangeable and interoperable with the existing equipment owned by Canada.
- (b) The Contractor also guarantees that any warranties with third parties concerning the existing equipment owned by Canada will not be adversely affected by Canada's use of the equipment delivered under the Contract (for example, by interconnecting the equipment) or by any other services provided by the Contractor under the Contract. If Canada determines in its sole discretion that any such warranty has been adversely affected, at Canada's sole option, the Contractor must:
 - (i) pay to Canada the amount that Canada must pay to the original supplier (or an authorized reseller of that supplier) to re-certify Canada's existing equipment for warranty purposes and any other amounts paid by Canada to a third party in order to restore the equipment to full warranty status;
 - (ii) perform all warranty work on Canada's existing equipment in place of the original supplier; or
 - (iii) pay to Canada the amount that Canada must pay to the original supplier (or an authorized reseller of that supplier) to perform maintenance work on the equipment that otherwise would have been covered by the warranty.
- (c) The Contractor agrees that, during the Contract Period, if Canada determines that any of the equipment is not equivalent in form, fit, function and quality to the existing equipment owned by Canada or is not fully compatible, interchangeable and interoperable with the existing equipment owned by Canada, the Contractor must immediately and entirely at its own expense take all steps necessary to ensure that the equipment satisfies these requirements (for example, by implementing any additional software or firmware), failing which Canada will have the immediate right to terminate the Contract for default. The Contractor agrees that, if Canada terminates the Contract for this reason, the Contractor must pay to Canada the costs of reprocurring the equipment from a third party and the difference, if any, in price paid by Canada to the third party. The Contractor acknowledges that its failure to deliver equivalent equipment that satisfies the above requirements may result in the Contractor (as well as its affiliates and any other entities with whom the Contractor or its principals do not deal at arm's length) being unable to propose equivalent substitutes in response to future PWGSC bid solicitations.

7.49 Exchange Rate Fluctuation Adjustment – Not used

7.50 Government Supplied Material

Government Supplied Material (GSM) is the property of the Government of Canada. The Contractor is responsible for maintaining satisfactory records of the disposition of all GSM. The GSM described herein must be used in the manufacture of the item(s) contracted. Only the quantity of material stated herein will be supplied by Canada without charge. If GSM does not conform to requirements for incorporation into the Work, the Contractor shall make a request for replacement GSM in writing to Canada within 30 days after the receipt of GSM. At Canada's instruction, the Contractor shall replace or repair any GSM, at the prices and In Accordance with Contract provisions relating to Unscheduled Work. The Contractor shall replace or make good, at its own expense, any GSM which fail to conform to the Contract requirements as a result of faulty or inefficient cutting, manufacture or workmanship by the Contractor.

In the event of problems with the GSM supplied, the Contractor shall advise the Contracting Authority immediately, identifying the specific problem. Should the Contractor proceed Without guidance from the Contracting Authority, any costs incurred, and loss of GSM shall be at the Contractor's expense.

The Contractor shall repair or replace at its own expense GSM that is damaged or lost while in the Contractor's care.

While a final GSM accounting is not automatically required for every Contract, Canada reserves the right to request a final accounting at any time within one year of the Contract completion date.

Contractor must refer to Annex A for listed GSM if any.

7.51 Government Furnished Equipment

All Government Property must be used by the Contractor solely for the purpose of the Contract and remains the property of Canada. The Contractor must maintain adequate Accounting records of all Government Property and, whenever feasible, mark it as being the property of Canada.

The Contractor must take reasonable and proper care of all Government Property while it is in its possession or subject to its control. The Contractor is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear. All Government Property, unless it is installed or incorporated in the Work, must be returned to Canada on demand. All scrap and all waste materials, articles or things that are Government Property must, unless provided otherwise in the Contract, remain the property of Canada and must be disposed of only as directed by Canada.

At the time of completion of the Contract, and if requested by the Contracting Authority, the Contractor must provide to Canada an inventory of all Government Property relating to the Contract.

The following items will be supplied as Government Furnished Equipment:

Contractor must refer to Annex A for listed Government Furnished Equipment if any.

Solicitation No. - N° de l'invitation
F2599-175088/A
Client Ref. No. - N° de réf. du client
F2599-175088

Amd. No. - N° de la modif.
File No. - N° du dossier
037md. F2599-175088

Buyer ID - Id de l'acheteur
037md
CCC No./N° CCC - FMS No./N° VME

7.52 Shipping Instructions - Delivered Duty Paid

Goods must be consigned and delivered to the destination specified in the contract:

Incoterms 2000 "DDP Delivered Duty Paid"

Attention: Chief Engineer
CCGS Griffon
Canadian Coast Guard
401 King Street West
Prescott, ON K0E 1T0

Solicitation No. - N° de l'invitation
F2599-175088/A
Client Ref. No. - N° de réf. du client
F2599-175088

Amd. No. - N° de la modif.
File No. - N° du dossier
037md. F2599-175088

Buyer ID - Id de l'acheteur
037md
CCC No./N° CCC - FMS No./N° VME

ANNEX A

Statement of Work (July 17, 2017)

Griffon Windlass Drive Replacement and Installation

(File is named "Spec_En_Griffon windlass_F2599-175088.pdf" under "TDP_Bilingual" Folder)

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 Article 7. 1 and specified in Annex "A". The costs are detailed in the attached Pricing Data Sheets, Annex H appendix I, for a FIRM PRICE of:	\$
B)	GST / HST as applicable of line a) only	\$
C)	Total Firm Price GST/HST Included:	\$

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 specified by Canada and accepted by Contractor as per the procedures of this Contract) 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. This rate shall be a blended rate for all classes of labor, engineering and foreperson.

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."

B2.1: Notwithstanding definitions or useage 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. Overtime shall not be paid unless authorized in writing by the Contracting Authority.

Payment for authorized overtime will be calculated as follows:

Time and One-Half Rate: \$ _____ / per person hour
Double Time Rate: \$ _____ / per person hour

This rate shall be a blended rate for all classes of labor, engineering and foreperson and shall include all overheads, supervision and profit.

These rates will remain firm for the duration of the Contract, including all amendments and are subject to audit if considered necessary by Canada.

** Regular time is defined as an 8 hour work day*

*** Overtime Time and One-Half Rate is defined as time in excess of the regular time,*

**** Overtime Double Time Rate is defined as Sundays and Statutory Holidays*

B4 Daily Services Fee

In the event of a delay in the performance of the Work that lengthens the Work period beyond the date specified in this Contract, and if such delay is recognized and agreed upon by the Contracting Authority as being attributable to Canada, Canada agrees to pay the Contractor the daily services fee, described below, for each day of such delay. This fee shall be the sole liability of Canada to the Contractor for the delay.

The firm daily services fee is:

- (a) For a Working Day: \$ _____
(b) For a non-Working Day: \$ _____

The above fees shall include but not be limited to, all aspects of the following costs: Project Management Services, Administrative Support, Production Services, Quality Assurance, Material Support, Planned Maintenance and Ship Services, and all other resources and direct costs needed to maintain the Vessel at the Contractor's facility. These fees are firm and not subject to any additional charges for mark-up or profit.

B5 Vessel, Refit, Repair or Docking Cost

The following costs must be included in the price:

1. Ship Services: include all costs for ship services such as steam regardless its use, water and electricity to perform the Work, garbage and waste removal, etc., required for vessel maintenance for the duration of the Contract.

2. Field Service Representatives/Supervisory Services: include all costs for field service representatives/supervisory services including manufacturers' representatives, engineers or other technical personnel as specified. The Contractor is responsible to schedule all subcontractors and FSRs and their respective performances.

FSR daily expenses will be charged separately once the work is completed by submitting for adjustment a PWGSC Form 1379. These daily expenses will need to be submitted in accordance with Article 7.47 of the Contract.

For adjustment purposes, the Contractor is required to submit with the Form 1379 FSR daily time sheets signed by the IA and as well as daily expenses. Canada will not be responsible for time lost, standby time or delays that are not caused by Canada. It is the contractor's responsibility to schedule and plan for an optimal FSR presence.

The Contractor may be authorized to charge for admissible FSRs costs when unscheduled work requiring these services is added to the Contract.

3. Removals: include all costs for removals necessary to carry out the Work and will be the responsibility of the successful Bidder whether or not they are identified in the specifications, except those removals not apparent when viewing the vessel or examining the drawings. The successful Bidder will also be responsible for safe storage of removed items and reinstalling them on completion of the Work. The successful Bidder will be responsible for renewal of components damaged during removal.

4. Sheltering, Staging, Cranage and Transportation: include the cost of all sheltering, staging including handrails, cranage and transportation to carry out the Work as specified.

The Contractor will be responsible for the cost of any necessary modification of these facilities to meet applicable safety regulations.

B6 Pricing Data Sheets

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

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ANNEX C
FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION
To PART 5 - BID SOLICITATION

Not Used

ANNEX D

INSURANCE REQUIREMENTS

D.1 Ship Repairers' Liability Insurance

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

*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.

D.2 Commercial General Liability Insurance

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

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 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) Lead and Asbestos Abatement: The policy must provide coverage for the removal and disposal of asbestos material.
 - (g) 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),
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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 Contracting Authority. If the Contracting 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, the Contracting Authority 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 Technical Authority who confirms corrective action has been completed, and who then distributes the form to the 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 the Contracting Authority action. Material costs and labor hours expended in correcting the defect are to be recorded and entered in Section 5 of the warranty defect claim form (see below) by the Technical Authority who will forward the warranty defect claim to the 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 the Contracting Authority 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 Contracting Authority will negotiate the best possible sharing arrangement.

b. In the event of a disagreement as in paragraph 5c of the warranty claim form below, the Contracting Authority 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 labor hours and material, will be discussed between the Contracting, Inspection and Technical Authorities 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

Date

Signature – Signature

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.
- g. 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.
- h. 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.
- i. 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.
- j. 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.
- k. In the event the negotiation involves a Credit, the appropriate PWGSC form will be noted as "credit" accordingly.
- l. 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.
- a. 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.
- b. The Contractor must submit its Inspection and Test Plan as detailed in G2.
- c. 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.
- 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 Article 1.2.1, Specified in Annex "A" and detailed in the attached Pricing Data Sheets Appendix 1 of Annex "H", for a FIRM PRICE of:	\$ _____
B)	B1. Unscheduled Work Contractor Labour Cost: Estimated labour hours at a firm Charge-out Labour Rate, including overhead and profit for evaluation purpose only: 100 person hours X \$ _____ per hour for a PRICE of: See Article H2.1 and H2.2 below. B2. Overtime for time and one half: Estimated hours for evaluation purposes only: 50 person hours X \$ _____ per hour for a PRICE of: See Article H3 Below. B3. Overtime for double time: Estimated hours for evaluation purposes only: 30 person hours X \$ _____ per hour for a PRICE of: See Article H3 below.	\$ _____ \$ _____ \$ _____
C)	EVALUATION PRICE = A + B (<i>Applicable Taxes Excluded</i>):	\$ _____

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. This rate shall be a blended rate for all classes of labor, engineering and foreperson. 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 Charge-out Labour Rate. The Contractor will not be entitled to a separate labour component for the purchase and handling of materials or subcontract administration.

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.

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. Overtime shall not be paid unless authorized in writing by the Contracting Authority.

Payment for authorized overtime will be calculated as follows:

- a) Time and One-Half Rate: \$ _____ / per person hour
- b) Double Time Rate: \$ _____ / per person hour

This rate shall be a blended rate for all classes of labor, engineering and foreperson and shall include all overheads, supervision and profit.

These rates will remain firm for the duration of the Contract, including all amendments and are subject to audit if considered necessary by Canada.

* Regular time is defined as an 8 hour work day.

** Overtime Time and One-Half Rate is defined as time in excess of the regular time.

*** Overtime Double Time Rate is defined as Sundays and Statutory Holidays Pro-rated Prices.

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File No. - N° du dossier
037md. F2599-175088

Buyer ID - Id de l'acheteur
037md
CCC No./N° CCC - FMS No./N° VME

ANNEX H - APPENDIX 1
PRICING DATA SHEETS
(to form part of Annex B of the Resulting Contract)

The bidder must complete the Excel file "**F2599-175088_Annex H Append 1**" attached to this Invitation To Tender under the "**Annex H - Append 1 - Excel FR-EN**" folder.

Note: Bidders must fill out all price sections

ANNEX J

DELIVERABLES/CERTIFICATIONS

J1 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 "J1" 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	1 hard copy and 1 soft copy (USB Key) for all 3 sections, Article 3.1;	
3	Completed Annex "H" Financial Bid Presentation Sheet", Annex H, H1 through H3;	
4	Completed Pricing Data Sheets, per Article 3.1 Section II, Annex "H", Appendix 1 as Excel file;	
5	Completed Annex "J1" Deliverables/Certifications;	
6	Changes to Applicable Laws (if any), as per Article 2.4;	
7	Integrity Provisions - Associated Information, Article 5.1.1;	
8	Bidder's Competencies, Article 5.1.2;	
9	Education and Experience Certification , Article 5.1.3;	
10	Status and Availability of Resources Certification, Article 5.1.4;	
11	Proof of good standing with Worker's Compensation Board, Article 6.5;	
12	Proof of valid Labor Agreement or similar instrument covering the work period, Article 6.6;	
13	Preliminary Work Schedule , Article 6.7;	
14	Quality Management System, Article 6.9;	
15	Health and Safety System, Article 6.10;	
16	Objective evidence of documented Fire Protection, Fire Fighting and Training Procedure, Article 6.11;	
17	Hazardous Materials, Bidder's acknowledgement, Article 6.12 / Annex A, Section 1.7;	
18	Insurance Requirements – letter , Article 6.13;	
19	Proof of welding certification, Article 6.14;	
20	Project Management, Article 6.15 para 4;	
21	List of subcontractors, Article 6.16;	
22	Example of Quality Control Plan, Article 6.17;	

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23	Example of an Inspection and Test Plan, Article 6.18;	
24	Details of Environmental Emergency Response Plan, Details of Formal Environmental Training, Article 6.19.	

J2 Deliverables after Contract Award

Item	Description	Reference	Due By
1	Insurance requirements as per Annex "D"	Article 7.12 and Annex "D"	10 Working Days after contract award
2	Revised Work Schedule	Article 7.17	5 Working Days after contract award
3	The Contractor's Quality Control Plan	Article 7.22	5 calendar days after contract award
4	The list of Government specialized loaned equipment that the Contractor intends to request.	Article 7.29	5 calendar days after contract award
5	List of welders with valid certificates	Articles 6.14 / 7.30	5 calendar days before the work of step 3

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ANNEX K

PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.2, the Bidder must identify which electronic payment instruments they are willing to accept for payment of invoices.

The Bidder accepts any of the following Electronic Payment Instrument(s):

- ☐ () VISA Acquisition Card;
- ☐ () MasterCard Acquisition Card;
- ☐ () Direct Deposit (Domestic and International);
- ☐ () Electronic Data Interchange (EDI);
- ☐ () Wire Transfer (International Only);
- ☐ () Large Value Transfer System (LVTS) (Over \$25M)