



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada

1713 Bedford Row

Halifax, N.S./Halifax, (N.É.)

B3J 1T3

Nova Scotia

Bid Fax: (902) 496-5016

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal To: Public Works and Government Services Canada

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

Proposition aux: Travaux Publics et Services Gouvernementaux Canada

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

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Atlantic Region Acquisitions/Région de l'Atlantique
Acquisitions

1713 Bedford Row

Halifax, N.S./Halifax, (N.É.)

B3J 3C9

Nova Scot

| | |
|--|---|
| Title - Sujet MES MV Madeleine | |
| Solicitation No. - N° de l'invitation T2012-170028/A | Date 2017-10-16 |
| Client Reference No. - N° de référence du client T2012-17-0028 | |
| GETS Reference No. - N° de référence de SEAG PW-\$HAL-308-10225 | |
| File No. - N° de dossier HAL-7-79142 (308) | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-10-31 | Time Zone Fuseau horaire Atlantic Daylight Saving Time ADT |
| 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: LaBrash, Rachelle | Buyer Id - Id de l'acheteur hal308 |
| Telephone No. - N° de téléphone (902) 401-2080 () | FAX No. - N° de FAX (902) 496-5016 |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF TRANSPORT HERITAGE CRT 95 FOUNDRY ST P.O.BOX 42 MONCTON NEW BRUNSWICK E1C8K6 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 |

TABLE OF CONTENTS

| | |
|---|-----------|
| PART 1 - GENERAL INFORMATION | 3 |
| 1.1 SECURITY REQUIREMENTS | 3 |
| 1.2 STATEMENT OF REQUIREMENT | 3 |
| 1.3 DEBRIEFINGS | 3 |
| 1.4 TRADE AGREEMENTS | 3 |
| PART 2 - BIDDER INSTRUCTIONS | 3 |
| 2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS | 3 |
| 2.2 SUBMISSION OF BIDS..... | 3 |
| 2.3 ENQUIRIES - BID SOLICITATION..... | 3 |
| 2.4 APPLICABLE LAWS..... | 4 |
| 2.5 BIDDERS' CONFERENCE..... | 4 |
| 2.6 OPTIONAL SITE VISIT..... | 4 |
| 2.7 WORK PERIOD – MARINE - BID | 4 |
| 2.8 PROJECT SCHEDULE | 5 |
| 2.9 WELDING CERTIFICATION..... | 5 |
| PART 3 - BID PREPARATION INSTRUCTIONS..... | 5 |
| 3.1 BID PREPARATION INSTRUCTIONS | 5 |
| PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION | 6 |
| 4.1 EVALUATION PROCEDURES..... | 6 |
| 4.2 BASIS OF SELECTION..... | 7 |
| PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION | 8 |
| 5.1 CERTIFICATIONS REQUIRED WITH THE BID | 8 |
| 5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION | 8 |
| PART 6 - RESULTING CONTRACT CLAUSES | 9 |
| 6.1 SECURITY REQUIREMENTS | 9 |
| 6.2 STATEMENT OF REQUIREMENT | 9 |
| 6.3 STANDARD CLAUSES AND CONDITIONS..... | 10 |
| 6.4 TERM OF CONTRACT | 10 |
| 6.5 AUTHORITIES | 10 |
| 6.6 PAYMENT | 11 |
| 6.7 INVOICING INSTRUCTIONS | 12 |
| 6.8 CERTIFICATIONS AND ADDITIONAL INFORMATION..... | 12 |
| 6.9 APPLICABLE LAWS..... | 13 |
| 6.10 PRIORITY OF DOCUMENTS | 13 |
| 6.11 <i>SACC MANUAL</i> CLAUSES | 13 |
| 6.12 INSURANCE – SPECIFIC REQUIREMENTS | 14 |
| 6.13 INSPECTION AND ACCEPTANCE..... | 14 |
| 6.14 OUTSTANDING WORK AND ACCEPTANCE | 14 |
| 6.15 VESSEL WARRANTY – REFIT AND REPAIR..... | 14 |
| 6.16 WARRANTY - MODIFICATION - GENERAL CONDITIONS 2010A..... | 15 |
| ANNEX "A"..... | 16 |
| STATEMENT OF REQUIREMENT | 16 |

Solicitation No. - N° de l'invitation
T2012-170028/A
Client Ref. No. - N° de réf. du client
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Amd. No. - N° de la modif.
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Buyer ID - Id de l'acheteur
HAL308
CCC No./N° CCC - FMS No./N° VME

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|---|-----------|
| ANNEX "B" | 17 |
| BASIS OF PAYMENT | 17 |
| ANNEX "C" | 18 |
| INSURANCE REQUIREMENTS | 18 |
| ANNEX "D" | 20 |
| WARRANTY DEFECT CLAIM PROCEDURE AND FORMS ASIS OF PAYMENT | 20 |
| ANNEX "E" | 25 |
| INTEGRITY PROVISIONS - LIST OF NAMES (REF CLAUSE 5.2.1) | 25 |
| ANNEX "F" | 26 |
| FINANCIAL BID PRESENTATION SHEET | 26 |
| ANNEX "G" TO PART 3 OF THE BID SOLICITATION | 28 |
| ELECTRONIC PAYMENT INSTRUMENTS | 28 |

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There are no Security Requirements associated with this requirement.

1.2 Statement of Requirement

Transport Canada requires the supply and installation of Marine Evacuation Systems to replace the existing systems on the MV Madeleine, a roll-on/roll-off (RoRo) passenger vessel offering service between Souris, PE and Cap-aux-Meules, Magdalen Islands, Quebec. Refer to Annex "A" Statement of Requirement for full details.

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.4 Trade Agreements

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

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

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is

eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.4 Applicable Laws

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

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

2.5 Bidders' Conference

A bidders' conference will be held onboard the vessel at 435 chemin Avila-Arseneau, Cap-aux-Meules, Québec, G4T 1J3 on Wednesday, 25 October 2017 immediately following the site visit. The scope of the requirement outlined in the bid solicitation will be reviewed during the conference and questions will be answered. It is recommended that bidders who intend to submit a bid attend or send a representative.

Bidders are requested to communicate with the Contracting Authority before the conference to confirm attendance. Bidders should provide, in writing, to the Contracting Authority, the names of the person(s) who will be attending and a list of issues they wish to table by 3pm local time Friday, 20 October 2017.

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

2.6 Optional Site Visit

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. The site visit will be held onboard on 25 October 2017, beginning at 15:00 local time at 435 chemin Avila-Arseneau, Cap-aux-Meules, Québec, G4T 1J3. Bidders are requested to communicate with the Contracting Authority to confirm attendance and provide the name(s) of the person(s) who will attend by 3pm local time Friday, October 20.

Bidders may be requested to sign an attendance form. 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 - Bid

Work must commence and be completed as follows:

Commence: February 1st, 2018;
Complete: March 23rd, 2018.

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

2.8 Project Schedule

As part of its technical bid, the Bidder must propose its preliminary project schedule, in Gantt chart format. The project schedule must include the Bidder's work breakdown structure, the scheduling of main activities and milestone events, and any potential problem areas involved in completing the Work.

2.9 Welding Certification

1. Welding must be performed by a welder certified by the Canadian Welding Bureau (CWB) for the following Canadian Standards Association (CSA) standards:
 - a. CSA W47.1 (current version), Certification of Companies for Fusion Welding of Steel (Minimum Division Level 2.1);
 - b. CSA W47.2 (current version), Certification of Companies for Fusion Welding of Aluminum (Minimum Division Level 2.0).
2. Before contract award and within two (2) calendar days of the written request by the Contracting Authority, the successful Bidder must submit evidence demonstrating its or its subcontractor's certification by CWB in accordance with the CSA welding standards.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (2 hard copies and 2 soft copies on CD)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

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.

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

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

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

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and

- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. Bidders must submit their financial bid in accordance with **Annex F “Financial Bid Presentation Sheet”**. The total amount of Applicable Taxes must be shown separately.

3.1.1 Electronic Payment of Invoices – Bid

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

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

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

3.1.2 SACC Manual Clauses

[C0417T \(2008-05-12\)](#) **Unscheduled Work and Evaluation Price**

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Bids must meet all Mandatory Criteria MT1 – MT8 as stated in Annex “A” Statement of Requirement, pages 25 – 27.

The Bidder's proposal must meet all mandatory requirements in order to be evaluated. The bidder is to provide proof that each mandatory requirement is met. Failure to do this will result in no further evaluation being conducted. Bidders must complete the checklist provided in Annex A and include it in the bid submission package.

4.1.1.2 Point Rated Technical Criteria

All bids will be point-rated as per Technical Merit criteria TM1 – TM11 as detailed in Annex “A” Statement of Requirement, pages 28 – 32.

4.1.2 Financial Evaluation

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

4.2 Basis of Selection

4.2.1 Highest Combined Rating of Technical Merit and Price

[A0027T \(2012-07-16\)](#) Basis of Selection - Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 30 points overall for the technical evaluation criteria which are subject to point rating.
The rating is performed on a scale of 70 points
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70 % for the technical merit and 30 % for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 125 and the lowest evaluated price is \$45,000 (45).

| Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%) | | | |
|--|----------|----------|----------|
| | Bidder 1 | Bidder 2 | Bidder 3 |
| Overall Technical Score | 115/125 | 89/125 | 92/125 |

| | | | | |
|----------------------------|------------------------------|---------------------|---------------------|---------------------|
| Bid Evaluated Price | | \$55,000.00 | \$50,000.00 | \$45,000.00 |
| Calculations | Technical Merit Score | 115/125 x 60 = 55.2 | 89/125 x 60 = 42.72 | 92/125 x 60 = 44.16 |
| | Pricing Score | 45/55 x 40 = 32.73 | 45/50 x 40 = 36.00 | 45/45 x 40 = 40.00 |
| Combined Rating | | 87.93 | 78.72 | 84.16 |
| Overall Rating | | 1st | 3rd | 2nd |

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Insurance Letter

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

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

5.2.3 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.

A3005T (2010-08-16)

5.2.4 Education and Experience

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

5.2.5 Additional Certifications Precedent to Contract Award

- a. Welding Certificates

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

- 6.1.1 There is no security requirement applicable to the Contract.

6.2 Statement of Requirement

Transport Canada requires the supply and installation of Marine Evacuation Systems to replace the existing systems on the MV Madeleine, a roll-on/roll-off (RoRo) passenger vessel offering service

between Souris, PE and Cap-aux-Meules, Magdalen Islands, Quebec. Refer to Annex "A" Statement of Requirement for full details.

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

[2010A](#) (2016-04-04) General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

6.3.2 Supplemental General Conditions

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

6.4 Term of Contract

6.4.1 Work Period – Marine – Contract

Work must commence and be completed as follows:

Commence: February 1st, 2018;

Complete: March 23rd, 2018

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

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Rachelle LaBrash
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Address: 1713 Bedford Row, Halifax, NS B3J 3X2

Telephone: (902) 496-5115
Facsimile: (902) 496-5016
E-mail address: rachelle.labrash@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.

Solicitation No. - N° de l'invitation
T2012-170028/A
Client Ref. No. - N° de réf. du client
T2012-17-0028

Amd. No. - N° de la modif.
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HAL308
CCC No./N° CCC - FMS No./N° VME

6.5.2 Technical Authority (will be provided at contract award)

The Technical Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

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

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

6.5.3 Contractor's Representative (to be completed by bidder)

Name: _____
Title: _____
Organization: _____
Address: _____

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

6.6 Payment

6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex B *for a cost of* \$ _____. Customs duties are included and Applicable Taxes are extra.

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

6.6.2 Limitation of Price

SACC Manual clause C6000C (2017-08-17) Limitation of Price

6.6.3 Single Payment

SACC Manual clause H1000C (2008-05-12) Single Payment

6.6.4 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);
- f. Large Value Transfer System (LVTS) (Over \$25M)

6.7 Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Invoices must be distributed as follows:

TRANSPORT CANADA
PROGRAMS
HERITAGE COURT
95 FOUNDRY ST P.O.BOX 42
MONCTON NB E1C 8K6

Att.: Annette D'Amour

The original invoice must be sent for verification to:

Acquisitions Marine
1713 Bedford Row
Halifax, NS
B3J 3C9
Att.: Rachelle LaBrash

6.8 Certifications and Additional Information

6.8.1 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.

[A3015C](#) (2014-06-26)

6.8.2 Project Schedule

The Contractor must provide a detailed project schedule in Gantt chart format to the Contracting Authority and the Project Authority one (1) week after award of Contract. The project schedule must include the work breakdown structure, the scheduling of main activities and milestone events, and any potential problem areas involved in completing the Work.

6.8.3 Welding Certification

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 (current version), Certification of Companies for Fusion Welding of Steel (Minimum Division Level 2.1);
- b. CSA W47.2 (current version), Certification of Companies for Fusion Welding of Aluminum (Minimum Division Level 2.0).

In addition, welding must be done in accordance with the requirements of the applicable drawings and specifications.

Before the commencement of any fabrication work, and upon request from the Inspection 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.

6.9 Applicable Laws

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

6.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 1029 (2010-08-16);
- (c) the general conditions 2010A (2016-04-04) General Conditions - Goods (Medium Complexity);
- (d) Annex A, Statement of Requirement;
- (e) Annex B, Basis of Payment;
- (f) Annex F, Financial Bid Presentation Sheet;
- (g) Annex C, Insurance Requirements;
- (f) the Contractor's bid dated _____

6.11 SACC Manual Clauses

| | |
|--------------------------|---|
| <u>A0290C (08-05-12)</u> | Hazardous Waste – Vessels |
| <u>D3015C (14-09-25)</u> | Dangerous Goods/Hazardous Products – Labelling and Packaging Compliance |
| <u>A9039C (08-05-12)</u> | Salvage |
| <u>B1501C (06-06-16)</u> | Electrical Equipment |
| <u>A9068C (10-01-11)</u> | Government Site Regulations |
| <u>A1009C (08-05-12)</u> | Work Site Access |

6.12 Insurance – Specific Requirements

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

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

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

6.13 Inspection and Acceptance

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

6.14 Outstanding Work and Acceptance

The Inspection Authority, in conjunction with the Contractor, will prepare a list of outstanding work items at the end of the work period. This list will form the annexes to the formal acceptance document for the vessel. A contract completion meeting will be convened by the Inspection Authority on the work completion date to review and sign off the form PWGSC-TPSGC 1205, Acceptance. In addition to any amount held under the Warranty Holdback Clause, a holdback of twice the estimated value of outstanding work will be held until that work is completed.

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

- a. original to the Contracting Authority;
- b. one copy to the Technical Authority;
- c. one copy to the Contractor.

6.15 Vessel Warranty – Refit and Repair

“08 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:
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.
- b. All other painting work for a period of 365 days commencing from the date of acceptance of the Work;
- c. All other items of work for a period of ninety (90) days commencing from the date of acceptance of the Work, except that:
 - i. the warranty on the work related to any system or equipment not immediately placed in continuous use or service will be for a period of ninety (90) days from the date of acceptance of the vessel;
 - ii. for all outstanding defects, deviations, and work items listed on the Acceptance Document at Delivery, the warranty will be ninety (90) days from the subsequent date of acceptance for each item.

3. The Contractor agrees to pass to Canada, and exercise on behalf of Canada, all warranties on the materials supplied or held by the Contractor which exceed the periods indicated above.

4. Refer to Annex "D" for Warranty Defect Claim Procedures and forms.

6.16 Warranty - Modification - General Conditions 2010A

Section 09 entitled *Warranty of general conditions 2010A* is amended by deleting subsection 2 in its entirety and replacing it with the following:

The Contractor must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant for replacement, repair or making good. The Contractor must also pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location as directed by Canada. If, in the opinion of Canada, it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. In such cases, the Contractor will be responsible for all Costs (including travel and living expenses) incurred in so doing, Canada will not reimburse these Costs.

All other provisions of the warranty section remain in effect.

Solicitation No. - N° de l'invitation
T2012-170028/A
Client Ref. No. - N° de réf. du client
T2012-17-0028

Amd. No. - N° de la modif.
File No. - N° du dossier
HAL-7-79142

Buyer ID - Id de l'acheteur
HAL308
CCC No./N° CCC - FMS No./N° VME

ANNEX "A"

STATEMENT OF REQUIREMENT

The Statement of Requirement, including applicable annexes, drawings or supporting documentation, is attached as a separate document titled:

Annex A - Anglo SOR – MES MADELEINE

ANNEX "B"

BASIS OF PAYMENT

Remark to Bidder: Annex B will form the Basis of Payment for the resulting contract and should not be filled in at the bid submission stage. Refer to Annex F "Financial Bid Presentation Sheet".

1. Contract Price

| | | |
|----|---|----------|
| a) | Known Work As specified in Annex "A" for a FIRM PRICE of: | \$ _____ |
| d) | HST (15%) of Line a) only | \$ _____ |
| e) | Total Firm Price HST Included: For a FIRM PRICE of : | \$ _____ |

2. Unscheduled Work

2.1 Price Breakdown:

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

2.2 Pro-rated Prices:

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

2.3 Payment for Unscheduled Work:

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

Number of hours (to be negotiated) x \$ _____, being the Contractor's firm hourly charge-out labour rate which includes overhead and profit, plus net laid-down cost of materials to which will be added a mark-up of 10 percent, plus Goods and Services Tax or Harmonized Sales Tax, if applicable, calculated at _____ percent of the total cost of material and labour. The firm hourly charge-out labour rate and the material mark-up will remain firm for the term of the Contract and any subsequent amendments.

ANNEX "C"

INSURANCE REQUIREMENTS

C1 Ship Repairers' Liability Insurance

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 \$5,000,000.00 per accident or occurrence and in the annual aggregate.

The Ship Repairer's Liability insurance must include the following:

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.

Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by the Department of Transport Canada and Public Works and Government Services Canada for any and all loss of or damage to the vessel, however caused.

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

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.

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.

[G5001C \(2008-05-12\)](#)

C2 Commercial General Liability Insurance

The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

The Commercial General Liability policy must include the following:

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.

Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.

Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.

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.

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.

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.

Employees and, if applicable, Volunteers must be included as Additional Insured.

Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)

Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.

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

If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

C3 Limitation of Contractor's Liability for Damages to Canada

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.

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 \$5,000,000.00. This limitation of the Contractor's liability does not apply to:

any infringement of intellectual property rights; or

any breach of warranty obligations

Each Party agrees that it is fully liable for any damages that it causes to any third party in connection with the Contract, regardless of whether the third party makes its claim against Canada or the Contractor. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada for that amount.

ANNEX "D"

WARRANTY DEFECT CLAIM PROCEDURE AND FORMS ASIS OF PAYMENT

Warranty Procedures

1. Scope

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

2. Definition

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

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

3. Warranty Conditions

a. 2010A General Conditions - Medium Complexity - Goods are augmented by clauses incorporated into the subject Contract.

b. The warranty periods may be stated in more than one part:

i. 90 days commencing from the day the PWGSC 1205 Acceptance Document is signed for workmanship provided by the contractor for the refit work specified;

ii. 365 days from the date of acceptance for the specified areas of painting;

iii. 365 days commencing from the day the PWGSC 1205 Acceptance Document is signed for parts and material provided by the contractor for the refit work specified;

iv. Any other specific warranty periods that may be required in the contract or offered by the Contractor.

c. The foregoing does not cover the disposition of other deficiencies that will be directly related to Technical Authority problem areas of the following nature:

i. items becoming unserviceable that were not included in the refit specification;

ii. refit specifications or other related documentation requiring amendments or corrections to increase viability; and

iii. work performed that is directly related to the Technical Authority.

4. Reporting Failures with Warranty Potential

a. The initial purpose of a report of a failure is to facilitate the decision as to whether or not to involve warranty and to generate action to effect repairs. Therefore in addition to identification, location data, etc.

the report must contain details of the defect. Warranty decisions as a general rule are to be made locally and the administrative process is to be in accordance with procedures as indicated.

b. These procedures are necessary as invoking a warranty does not simply mean that the warrantor will automatically proceed with repairs at his expense. A review of the defect may well result in a disclaimer of responsibility, therefore, it is imperative that during such a review the Department is directly represented by competent technical authority qualified to agree or disagree with the warrantor's assertions.

5. Procedures

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

i. The vessel advises the Technical Authority when a defect, which is considered to be directly associated the refit work, has occurred.

ii. On review of the Specification and the Acceptance Document, the Technical Authority in consort with Ship's Staff is to complete the Tombstone Data and section 1 of the Warranty Claim Form attached and forward the original to the Contractor for review with a copy to the PWGSC contracting Authority. If the PWGSC Contracting or Inspection Authority is unable to support warranty action, the Defect Claim Form will be returned to the originator with a brief justification. (It is to be noted that in the latter instance PWGSC will inform the Contractor of its decision and no further action will be required of the Contractor.

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

iii. Assuming the Contractor accepts full responsibility for repair, the Contractor completes Section 2 and 3 of the Warranty Claim Form, returns it to the Inspection Authority who confirms corrective action has been completed, and who then distributes the form to the Technical Authority and the PWGSC Contracting Authority.

b. In the event that the Contractor disputes the claim as a warranty defect, or agrees to share, the contractor is to complete Part 2 of the Warranty Claim Form with the appropriate information and forward it to the Contracting Authority who will distribute copies as necessary.

c. When a warranty defect claim is disputed by the Contractor, the Technical Authority may arrange to correct the defect by in-house resources or by contracting the work out. All associated costs must be tracked and recorded as a possible charge against the contractor by PWGSC action. Material costs and man-hours expended in correcting the defect are to be recorded and entered in Section 5 of the warranty defect claim by the Technical Authority who will forward the warranty defect claim to the PWGSC Contracting Authority for action. Defective parts of equipment are to be retained pending settlement of claim.

d. Defective equipment associated with potential warranty should not normally be dismantled until the contractor's representative has had the opportunity to observe the defect. The necessary work is to be undertaken through normal repair methods and costs must be segregated as a possible charge against a contractor by PWGSC action.

6. Liability

a. Agreement between the Contracting Authority, Inspection Authority, Technical Authority and the Contractor will result in one of the following conditions:

i. The contractor accepts full responsibility for costs to repair or overhaul under the warranty provisions of the contract;

ii. The Technical Authority accepts full responsibility for repair and overhaul of item concerned;
or

iii. The Contractor and the Technical Authority agree to share responsibility for the costs to repair or overhaul the unserviceable item, in such cases the PWGSC Contracting Authority will negotiate the best possible sharing arrangement.

b. In the event of a disagreement as in paragraph 5c, PWGSC will take necessary action with the contractor while the Technical Authority informs its Senior Management including pertinent data and recommendations.

c. The total cost of processing warranty claims must include accommodation and travel costs of the contractor's employees as well as equipment/system down time and operational constraints. Accordingly, the cost to remediate the defect, in man-hours and material, will be discussed between the Contracting/Inspection Authorities and the Technical Authority to determine the best course of action.

7. Alongside Period For Warranty Repairs and Checks

a. If at all possible, an alongside period for the vessel is to be arranged just before the expiration of the 90 day warranty period. This alongside period is to provide time for warranty repair and check by the contractor.

Buyer ID - Id de l'acheteur
HAL308
CCC No./N° CCC - FMS No./N° VME

Solicitation No. - N° de l'invitation
T2012-170028/A
Client Ref. No. - N° de réf. du client
T2012-17-0028

Amd. No. - N° de la modif.
File No. - N° du dossier
HAL-7-79142

Buyer ID - Id de l'acheteur
HAL308
CCC No./N° CCC - FMS No./N° VME

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

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

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

Date of Corrective Action - Date de modalité de
reprise

Client Name and Signature - Nom et signature de client

Date

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

Signature – Signature

Date

5. Additional Information – Renseignements supplémentaires



PWGSC-TPSGC

Solicitation No. - N° de l'invitation
T2012-170028/A
Client Ref. No. - N° de réf. du client
T2012-17-0028

Amd. No. - N° de la modif.
File No. - N° du dossier
HAL-7-79142

Buyer ID - Id de l'acheteur
HAL308
CCC No./N° CCC - FMS No./N° VME

ANNEX "E"

INTEGRITY PROVISIONS - LIST OF NAMES (Ref Clause 5.2.1)

Failure to provide the following information will render the bid non-responsive.

Complete Legal Name of Supplier: _____

Supplier Address: _____

Supplier PBN: _____

Solicitation Number: T2012-170028/A

List of Directors:

Please provide a list of names of all individuals currently on the Board of Directors of the above company.

| Name | Position |
|------|----------|
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Attach additional names on a separate sheet if required.

ANNEX "F"

FINANCIAL BID PRESENTATION SHEET

Work Period Location: Cap-aux-Meules, Iles-de-la-Madeleine, Quebec

1. Evaluation of Price

| | | |
|----|--|----------|
| a) | Known Work For work to supply and deliver MES systems , as specified in Annex "A" and associated documents and drawings for a FIRM PRICE of: | \$ _____ |
| b) | Known Work - Strip out of old equipment and cabling As per Annex A for a FIRM PRICE of: | \$ _____ |
| c) | Known Work - Installation As per Annex A for a FIRM PRICE of: | \$ _____ |
| d) | Known Work - Set to work and operational trials As per Annex A for a FIRM PRICE of: | \$ _____ |
| e) | Known Work - Testing and witnessing by Lloyd's Register As per Annex "A" for a FIRM PRICE of: | \$ _____ |
| f) | Known Work – Cranage As per Annex "A" for a FIRM PRICE of: | \$ _____ |
| g) | Known Work - Training and deployment As per Annex "A" for a FIRM PRICE of: | \$ _____ |
| h) | Known Work - Repacking and re-installation MES including all shipping costs As per Annex "A" for a FIRM PRICE of: | \$ _____ |
| i) | Known Work - Quote of current FSR and re-certification costs As per para 2.2 of Annex "A" for a FIRM PRICE of: | \$ _____ |
| j) | Known Work - Travel and Living As per Annex "A" for a FIRM PRICE of: | \$ _____ |
| k) | Unscheduled Work Estimated labour hours at a firm Charge-out Labour Rate, including overhead and profit: 200 person hours X \$ _____ per hour for a PRICE of: | \$ _____ |
| l) | EVALUATION PRICE HST Excluded, [a + b + c + d + e + f + g + h + i + j + k + l]: For an EVALUATION PRICE of : | \$ _____ |

2. Unscheduled Work

2.1 Price Breakdown:

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

2.2 Pro-rated Prices:

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

Solicitation No. - N° de l'invitation
T2012-170028/A
Client Ref. No. - N° de réf. du client
T2012-17-0028

Amd. No. - N° de la modif.
File No. - N° du dossier
HAL-7-79142

Buyer ID - Id de l'acheteur
HAL308
CCC No./N° CCC - FMS No./N° VME

2.3 Payment for Unscheduled Work:

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

Number of hours (to be negotiated) x \$_____, being the Contractor's firm hourly charge-out labour rate which includes overhead and profit, plus net laid-down cost of materials to which will be added a mark-up of 10 percent, plus Goods and Services Tax or Harmonized Sales Tax, if applicable, calculated at _____ percent of the total cost of material and labour. The firm hourly charge-out labour rate and the material mark-up will remain firm for the term of the Contract and any subsequent amendments.

2.4 Overtime

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

Solicitation No. - N° de l'invitation
T2012-170028/A
Client Ref. No. - N° de réf. du client
T2012-17-0028

Amd. No. - N° de la modif.
File No. - N° du dossier
HAL-7-79142

Buyer ID - Id de l'acheteur
HAL308
CCC No./N° CCC - FMS No./N° VME

ANNEX “G” to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

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)