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## PART 1 - GENERAL INFORMATION

### 1.1 Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment, Insurance Requirements, Warranty, Financial Bid Presentation Sheet, and other Annexes.

### 1.2 Requirement

#### 1.2.1 The requirement is as follows:

- a. The docking, of the Department of Fisheries and Oceans-Canadian Coast Guard Vessel Terry Fox in accordance with the Requirement at Annex A.
- b. any approved unscheduled work not covered in the above paragraph (a).

#### 1.2.2 There are no industrial security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses.

#### 1.2.3 This requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA) This procurement is set aside from the North American Free Trade Agreement (NAFTA) - exemption reference: Chapter 10, Annex 1001.2b, General Notes, Schedule of Canada - paragraph1(a). It is also set aside from the World Trade Organization - Agreement on Government Procurement (WTO-AGP) - exemption reference: Annex 4, Note 4.

This requirement is limited suppliers in Eastern Canada in accordance with the Shipbuilding, Refit, and Modernization Policy (Supply Manual 3.170.10)

#### 1.2.4 The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 - Certifications, Part 7 - Resulting Contract Clauses and Annex E.

### **1.3 Debriefings**

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

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada. Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2018-05-18) 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 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 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 Newfoundland and Labrador

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 Tuesday August 21 @ 6:00pm at the Port of Montreal "dock 100". 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 name(s) of the person(s) who will be attending and a list of issues they wish to table no later than 2 working days prior to the date indicated. 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 the site visit at Tuesday August 21 @ 1:00pm. Port of Montreal "dock 100"  
Bidders are requested to communicate with the Contracting Authority no later than two working days prior to the date indicated to confirm attendance and provide the name(s) of the person(s) who will attend. bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not 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**

Work must commence and be completed as follows:

**Commence: Oct 22, 2018 ( refer to Spec for specifics)**

**Complete: Dec 14, 2018 (refer to Spec for specifics)**

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 Public Bid Opening**

N/A

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## **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: Financial Bid (1 hard copies)

Section II: Certifications (1 hard copies)

Prices must appear in the Financial Bid at Annex F only. No prices must be indicated in any other section of the bid.

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

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

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

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fiber 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: Financial Bid**

Bidders must submit their financial bid in accordance with the Financial Bid in Annex F. Bidders must also complete APPENDIX 1 TO Annex F " Pricing Data Sheet" The total amount of Applicable Taxes must be shown separately.

#### **Section II: Certifications**

Bidders must submit the certifications required under Part 5, Section 5.1.

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

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

### **4.1.2 Financial Evaluation**

#### **4.1.2.1 Mandatory Financial Criteria**

*SACC Manual* Clause A0220T (2014-06-26) Evaluation of Price

### **4.2 Basis of Selection**

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

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## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

### 5.1 Certifications Required with the Bid

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

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

#### 5.1.2 Additional Certifications Required with the Bid

1. This document fully completed and signed
2. Pricing Information as per Part 3 and Annex F

### 5.2 Certifications Precedent to Contract Award and Additional Information

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

#### 5.2.1 Integrity Provisions – List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

Bidders may use the form provided in Annex G for this purpose.

#### 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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



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

### **5.2.3 Additional Certifications Precedent to Contract Award**

1. Insurance Certification as per Part 6.3 and Annex "C"
2. Workers compensation letter of good standing as per Part 6.4
3. Welding Certification as per Part 6.5
4. Labour agreement as per Part 6.6
5. Project Schedule as per Part 6.7
6. Safety Measures for Fuel information as per Part 6.8
7. ISO registration documentation as per Part 6.9
8. Docking facility certification as per Part 6.10
9. Subcontractors list as per Part 6.11
10. Quality Plan documentation as per Part 6.12
11. Inspection and Test Plan documentation as per Part 6.13
12. Federal Contractors Program for Employment Equity - Certification as per Annex "E"

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## PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

### 6.1 Security Requirements

There is no industrial security requirement associated with this requirement.

### 6.2 Financial Capability

SACC Manual clause [A9033T](#) (2012 07-16) Financial Capability

### 6.3 Insurance Requirements

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

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

### 6.4 Workers Compensation Certification – 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, within three working days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

### 6.5 Welding Certification

1. 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 W47.1-09 (R2014), Certification of Companies for Fusion Welding of Steel 2.1; and
  - b. [CSA W47.2-11, Certification of Companies for Fusion Welding of Aluminum 2.0.](#)
2. Before contract award and within three working days of the written request by the Contracting Authority, the successful Bidder must submit evidence demonstrating its certification to the welding standards.

### 6.6 Valid Labour Agreement

Where the Bidder has a labour agreement, or other suitable instrument, in place with 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 within three working days following a request from the Contracting Authority

### 6.7 Project Schedule

The Bidder must propose its preliminary project schedule, in Gantt chart or detailed bar 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. The Bidder must provide, within three working days following a request from the Contracting or Technical Authority

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## **6.8 Safety Measures for Fueling and Disembarking Fuel**

Fueling and disembarking fuel from Canadian government vessels must be conducted under the supervision of a responsible supervisor trained and experienced in these operations.

Before contract award and within three (3) working days of written notification by the Contracting Authority, the successful Bidder must provide details of its safety measures for fueling and disembarking fuel, together with the name and experience of the person in charge of this activity.

## **6.9 ISO 9001:2008 - Quality Management Systems**

Before contract award and within three working days of written notification by the Contracting Authority, the successful Bidder must provide its current ISO Registration Documentation indicating its registration to ISO 9001:2008. Documentation and procedures of bidders not registered to the ISO standards may be subject to a Quality System Evaluation (QSE) by the Inspection Authority before award of a contract.

## **6.10 Docking Facility Certification**

Before contract award, the successful Bidder may be required to demonstrate to the satisfaction of Canada that the certified capacity of the docking facility, including any means or conveyance to remove the vessel from the water, is adequate for the anticipated loading in accordance with the related dry docking plans and other documents detailed in the Contract. The successful Bidder will be notified in writing and will be allowed a reasonable period of time to provide detailed keel block load distribution sketches and blocking stability considerations, along with the supporting calculations to show the adequacy of the proposed docking arrangement.

Before contract award and within three working days of written notification by the Contracting Authority, the successful Bidder must provide current and valid certification of the capacity and condition of the docking facility to be used for the Work. The certification must be provided by a recognized consultant or classification society and must have been issued within the past two years. Although a dry docking facility may have a total capacity greater than the vessel to be docked, the weight distribution of the vessel may cause individual block loading to be exceeded. While the physical dimensions of a dry docking facility may indicate acceptability for docking of a specific vessel, other limitations such as spacing of rails on a marine railway, concrete piers or abutments adjoining the dry dock may, preclude the facility from being considered as a possible dry docking site and render the bid non-responsive.

## **6.11 List of Proposed Subcontractors**

If the bid includes the use of subcontractors, the Bidder agrees, within three working days of written notification from the Contracting Authority, to provide a list of all subcontractors including a description of the things to be purchased, a description of the work to be performed 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.

## **6.12 Quality Plan**

Before contract award and within three (3) working days of written notification by the Contracting Authority the successful Bidder may be required to provide an example of its Quality Plans as utilized on past projects of similar scope and nature.

The Plan must be in the same format that will be used after award of contract. The Quality Plan may reference other documents. Where referenced documents do not already exist, but are required by the Quality Plan, the plan must identify them and also identify when, how and by whom they will be prepared and approved.

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### **6.13 Inspection and Test Plan**

Before contract award and three (3) working days of written notification by the Contracting Authority the Successful Bidder may provide an example of its Inspection Test Plans as utilized on past projects of Similar scope and nature.

## PART 7 - RESULTING CONTRACT CLAUSES

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

### 1. Statement of Work

The Contractor must:

- a) Carry out the Docking of the Canadian Coast Guard Vessel Terry Fox, in accordance with the associated Technical Specifications detailed in the Statement of Work attached as Annex "A"; and
- b) Carry out any approved unscheduled work not covered in paragraph (a) above.

### 2. Standard Clauses and Conditions

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

#### 2.1 General Conditions

[2030 \(2018-06-21\)](#), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

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

#### 2.2 Supplemental General Conditions

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

### Security Requirements

3.1 There is no industrial security requirement applicable to this Contract.

3.2 Access to Port Facilities and Government vessels is controlled. The Contractor must comply with applicable requirements. A system of positive identification, sign-in and out, and wearing of identification badges while within Port facilities or on board Government vessels is required.

3.3 The Contracting and the Technical Authority reserve the right to direct that Contractor's personnel be security cleared as necessary.

### 4. Term of Contract

#### 4.1 Work Period- Marine

1. Work must commence and be completed as follows:

**Commence: Oct 22, 2018 ( refer to Spec for specifics)**

**Complete: Dec 14, 2018 (refer to Spec for specifics)**

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

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## 5. Authorities

### 5.1 The Contracting Authority for the Contract is:

Art Rice  
Public Works and Government Services Canada  
Acquisitions Branch, The John Cabot Building, 10 Barter's Hill  
P.O. Box 4600, St. John's, NL A1C 5T2

Telephone: (709) 772-4392  
Facsimile: (709) 772-4603  
E-mail address: art.rice@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.

### 5.2 Inspection Authority

The Inspection Authority will be named at contract award.

The Inspection Authority is responsible for inspection of the Work and acceptance of the finished work. The Inspection Authority will be represented on-site by an assigned on-site Inspector and any other departmental inspectors who will from time to time be assigned in support of the designated inspector.

#### Inspection and Acceptance

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.

### 5.3 Technical Authority

The onsite Technical Authority for the Contract will be named at contract award.

The Technical Authority is the onsite representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for day to day on site technical matters. The onsite technical authority is the designated authority for work arising including signatory authority for 1379s. 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.

## 5.4 Project Authority

The Project Authority will be named at time of contract award

The Project 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 Project Authority; however, the Project 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. Payment

### 6.1 Basis of Payment - Firm Price or Firm Lot Price

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" of \$ \_\_\_\_\_. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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.

### 6.2 Method of Payment - Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada;
- c) the Work delivered has been accepted by Canada.

### 6.3 SACC Manual Clauses

C0705C (2010-01-11) Discretionary Audit  
C0711C (2008-05-12) Time Verification  
C6000C (2011-05-16) Limitation of Price  
H4500C (2010-01-11) Liens- Section 427 of the Bank Act

## 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.

Each invoice must on the request of the contracting officer be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;
- c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- d. a copy of the monthly progress report.

Invoices must be distributed as follows:

One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## **8. Certifications**

### **8.1 Compliance**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

### **8.2 Federal Contractors Program for Employment Equity - Default by the Contractor**

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

## **9. Applicable Laws**

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

## **10. Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the Supplemental General Conditions Ship Repair 1029 ( 2010-8-16);
- (c) the General Conditions 2030 (2018-06-21); 1031-2 (2012-07-16), Contract Cost Principles
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Insurance Requirements
- (g) Annex D, Warranty
- (h) Annex E, Federal Contractors Program for Employment Equity
- (i) Annex F, Financial Bid
- (j) [Annex H, Inspection/Quality Assurance/Quality Control](#)
- (K) the Contractor's bid dated \_\_\_\_\_,



## **11. Insurance Requirements**

The Contractor must comply with the insurance requirements specified in Annex C. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements 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.

## **12. Limitation of Liability**

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 \$10,000,000.00 per incident or occurrence, to an annual aggregate of \$20,000,000 for damages caused in any one year of carrying out of the Contract, each such year starting on the date of coming into force of the Contract or its anniversary, and to a total maximum liability of \$40,000,000.00.

The Limitation of the contractor's liability does not apply to nor include

- (a) any infringement of intellectual property rights; or
- (b) 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.

## **13. Sub-Contractors 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.

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#### **14. Work Schedule and Reports**

No later than three (3) Working Days after contract award, the preliminary schedule must be revised and expanded as necessary and resubmitted before commencement of the Work. The Contractor must provide a detailed work schedule showing the commencement and completion dates for the Work in the available work period, including realistic target dates for significant events. During the work period the schedule is to be reviewed on an ongoing basis by the Inspection Authority and the Contractor, updated when necessary, and available in the Contractor's office for review by Canada's authorities to determine the progress of the Work.

The schedules must be revised on a predefined basis. The revised schedules must show the effect of progressed work and approved work arising. Changes in scheduled completion dates due to unscheduled work will not be accepted except as negotiated under Design Change or Additional Work clause.

#### **15. 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.

#### **16. Loan of Equipment - Marine**

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

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

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

#### **17. Trade Qualifications**

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

#### **18.ISO 9001:2008 - Quality Management Systems**

In the performance of the Work described in the Contract, the Contractor must comply with the requirements of ISO 9001:2008 - Quality management systems - Requirements, published by the International Organization for Standardization (ISO), current edition at date of submission of the Contractor's bid. It is not intended that the Contractor be registered to ISO 9001; however, the Contractor's quality management system must address all requirements appropriate to the scope of the Work. Only exclusions in accordance with clause 1.2 of ISO 9001 are acceptable.

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**Assistance for Government Quality Assurance (GQA):**

The Contractor must provide the Inspection Authority with the accommodation and facilities required for the proper accomplishment of GQA and must provide any assistance required by the Inspection Authority for evaluation, verification, validation, documentation or release of product.

The Inspection Authority must have the right of access to any area of the Contractor's or Subcontractor's facilities where any part of the Work is being performed. The Inspection Authority must be afforded unrestricted opportunity to evaluate and verify Contractor conformity with Quality System procedures and to validate product conformity with contract requirements. The Contractor must make available, for reasonable use by the Inspection Authority, the equipment necessary for all validation purposes. Contractor personnel must be made available for operation of such equipment as required.

When the Inspection Authority determines that GQA is required at a subcontractor's facilities, the Contractor must provide for this in the purchasing document and forward copies to the Inspection Authority, together with relevant technical data as the Inspection Authority may request.

The Contractor must notify the Inspection Authority of non-conforming product received from a subcontractor when the product has been subject to GQA.

**19. Inspection and Test Plan**

The Contractor must, in support of its 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.

**20. Welding Certification**

The Contractor must ensure that welding is performed by a welder certified by the Canadian Welding Bureau (CWB) in accordance with the requirements of the following Canadian Standards Association (CSA) standards:

- a. CSA W47.1-09 (R2014), Certification of Companies for Fusion Welding of Steel 2.1; and
- b. **CSA W47.2-11, Certification of Companies for Fusion Welding of Aluminum 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 he intends 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 welding certification.

**21. Environmental Protection**

The Contractor and its subcontractors engaged in the Work on a Canadian Government vessel must carry out the Work in compliance with applicable municipal, provincial and federal environmental laws, regulations and industry standards.

The Contractor must have detailed procedures and processes for identifying, removing, tracking, storing, transporting and disposing of all potential pollutants and hazardous material encountered, to ensure compliance as required above. All waste disposal certificates are to be provided to the Inspection Authority, with information copies sent to the Contracting Authority. Furthermore, additional evidence of

compliance with municipal, provincial and federal environmental laws and regulations is to be furnished by the Contractor to the Contracting Authority when so requested.

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

## **22. Supervision of Fueling and Disembarking Fuel**

The Contractor must ensure that fueling and disembarking of fuel from Canadian government vessels are conducted under the supervision of a responsible supervisor trained and experienced in these procedures.

## **23. Procedures for Design Change or Additional Work**

The following procedures must be followed for any design change or additional work.

### 1. When Canada requests design change or additional work:

- (a) The Technical Authority will provide the Contracting Authority with a description of the design change or additional work in sufficient detail to allow the Contractor to provide the following information:
  - (i) any impact of the design change or additional work on the requirement of the Contract;
  - (ii) a price breakdown of the cost (increase or decrease) associated with the implementation of the design change or the performance of the additional work using either the Form PWGSC1686, Quotation for Design Change or Additional Work, or the Form PWGSC 1379, Work Arising or New Work, or any other form required by Canada;
  - (iii) a schedule to implement the design change or to perform the additional work and the impact on the contract delivery schedule.
- (b) The Contracting Authority will then forward this information to the Contractor.
- (c) The Contractor will return the completed form to the Contracting Authority for evaluation and negotiation. Once agreement has been reached, the form must be signed by all parties in the appropriate signature blocks. This constitutes the written authorization for the Contractor to proceed with the work, and the Contract will be amended accordingly.

### 2. When the Contractor requests design change or additional work:

- (a) The Contractor must provide the Contracting Authority with a request for design change or additional work in sufficient detail for review by Canada.
- (b) The Contracting Authority will forward the request to the Technical Authority for review.
- (c) If Canada agrees that a design change or additional work is required, then the procedures detailed in paragraph 1 are to be followed.

The Contracting Authority will inform the Contractor in writing if Canada determines that the design change or additional work is not required.

3. The Contractor must not proceed with any design change or additional work without the written authorization of the Contracting Authority. Any work performed without the Contracting Authority's written authorization will be considered outside the scope of the Contract and no payment will be made for such work.

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#### **24. Vessel Manned Refit**

The vessel will be manned during the work period and will be considered to be in commission. The vessel during that period will remain in the care or custody of Canada and under its control.

Fire fighting equipment must be readily accessible and made available by the Contractor should a fire emergency arise. The Contractor must take adequate precautions when burning or welding is carried out in compartments or other confined areas of the vessel.

#### **25. Pre-Refit Meeting**

A Pre-Refit meeting will be convened and chaired by the Contracting Authority at the repair facility after the arrival of the ship and before the commencement of the work period.

#### **26. Progress Meetings**

Progress meetings, chaired by the Contracting Authority, will take place at the Contractor's facility as and when required, generally once a month. Interim meetings may also be scheduled. Contractor's 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.

#### **27. 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 (1) copy to the Technical Authority;
  - (c) one (1) copy to the Contractor.

#### **28. Licensing**

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

#### **29. Hazardous Waste - Vessels**

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

#### **30. Government Site Regulations**

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

#### **31. Scrap and Waste Material**

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

#### **32. Stability**

The Contractor will be solely responsible for the stability and trim of the ship during the period the vessel is in the Contractor's facility, including docking and undocking. The Contractor must maintain weight change information pertinent to the vessel's stability during the docking period. The Technical Authority will supply the Contractor with cross curves of stability, hydrostatic curves, tank status, location of center of gravity, and other information relevant to the ship's condition upon handing over of the vessel.

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**33. Vessel Access by Canada**

SACC Manual Clause A9066C (2008-05-12) Vessel - Access by Canada

**34. Title to Property - Vessel**

SACC Manual Clause A9047C (2008-05-12) Title to Property - Vessel

**35. Workers Compensation**

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

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Buyer ID - Id de l'acheteur

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## **ANNEX A: STATEMENT OF WORK**

The entire Statement of Work (including amendments) is incorporated into and forms part of this document. It is attached hereto as a separate electronic document entitled

CCGS Terry Fox

## ANNEX B: BASIS OF PAYMENT

THE FOLLOWING WILL BE COMPLETED BY PWGSC PRIOR TO CONTRACT AWARD AND WILL FORM THE BASIS OF PAYMENT FOR THE RESULTING CONTRACT AS PER PART 7, CLAUSE 6.1.

### B1 Contract Price

#### Firm Price for Known Work

For completion of work specified as per Annex A

\$ \_\_\_\_\_

#### HST

\$ \_\_\_\_\_

#### Total Contact Price

\$ \_\_\_\_\_

#### Firm Hourly Charge-out Labour Rate

\$ \_\_\_\_\_

### B2 Unscheduled Work

#### 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. 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.

#### 3. Payment for Unscheduled Work:

The Contractor will be paid for unscheduled work arising, as authorized by the contracting authority in accordance with clause 23 of the contract.

The authorized unscheduled work will be calculated as follows:

Number of hours (to be negotiated) x \$ \_\_\_\_\_, being the Contractor's firm hourly charge-out labour rate which includes overhead and profit, plus net laid-down cost of materials to which will be added a mark-up of 10 percent, plus Applicable Taxes. The firm hourly charge-out labour rate and the material mark-up will remain firm for the term of the Contract and any subsequent amendments.

### B3 Overtime – Marine

1. The Contractor must not perform any overtime 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 the details of the overtime performed pursuant to the written authorization. Payment for authorized overtime will be calculated as follows:

- a. For known work, the Contractor will be paid the Contract Price plus authorized overtime hours paid at the following premium rates:

For time and one half: \$ \_\_\_\_\_ per hour, or

For double time: \$ \_\_\_\_\_ per hour.

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

For time and one half: \$ \_\_\_\_\_ per hour, or

For double time: \$ \_\_\_\_\_ per hour.



2. The above premiums will be calculated by taking the average hourly direct labour rate premiums, plus certified fringe benefit, plus profit of 7.5 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 considered necessary by Canada.

**B4 Daily Services Fees**

In the event of a delay in the performance of the Work, 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 will be the sole liability of Canada to the Contractor for the delay.

- i) Three (3) working days on drydock X \$\_\_\_\_\_ = \$
- ii) two (1) non-working days on drydock X \$\_\_\_\_\_ = \$
- iii) three (1) working days at berth X \$\_\_\_\_\_ = \$
- iv) two (1) non-working days at berth X \$\_\_\_\_\_ = \$

The above fees will include but not be limited to, all aspects of the following costs: 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.

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## **ANNEX C: INSURANCE REQUIREMENT**

### **C1 Ship Repairers Liability**

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 The Canadian Coast Guard and Public Works and Government Services Canada for any and all loss of or damage to the vessel, however caused.
- c. Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority thirty (30) days written notice of cancellation.
- d. Contractual Liability: The policy must, on a blanket basis or by specific reference to the contract, extend to assumed liabilities with respect to contractual provisions.
- e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

### **C2 Commercial General Liability 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 \$2,000,000 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.

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- (e) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - (f) Employees and, if applicable, Volunteers must be included as Additional Insured.
  - (g) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - (h) Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - (i) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - (j) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - (k) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

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## ANNEX D: WARRANTY

2030 General Conditions - Goods (Higher Complexity), are hereby amended as follows:

Delete Section 2030 (22) Warranty, and Insert the following:

1. At the discretion of the Minister, the Contractor will replace or make good at its own expense any finished work, excluding Government Issue incorporated therein, which becomes defective or which fails to conform to contract requirements as a result of faulty or inefficient manufacture, material or workmanship.
2. Notwithstanding prior acceptance of the finished work, and without restricting any other term of the Contract or any condition, warranty or provision implied or imposed by law, the Contractor hereby warrants that the following are free from all defects and conform with the requirements of the contract:
  - . The painting of the underwater portion of the hull for a period of three hundred sixty five (365) days commencing from the date of undocking, except that the Contractor will only be liable to repair and/or replace to a value to be determined as follows:  
Original cost to Canada of the underwater painting Work, divided by three hundred sixty five (365) days and multiplied by the number of days remaining in the warranty period.  
The resultant would represent the "Dollar Credit" due to Canada from the Contractor.  
  
All other painting Work for a period of three hundred sixty five (365) days commencing from the date of acceptance of the Work;
  - a. All parts and materials supplied for the Work for a period of three hundred and sixty five (365) days commencing from the date of acceptance of the Work;
  - b. All other items of Work for a period of ninety (90) days commencing from the date of acceptance of the Work, except that:
    - i. the warranty on the Work related to any system or equipment not immediately placed in continuous use or service must extend for a period of ninety (90) days from the date of acceptance of the vessel;
    - ii. for all outstanding defects, deviations, and Work items listed on the Acceptance Document at Delivery, the Warranty will be ninety (90) days from the subsequent date of acceptance for each item.
3. The Contractor agrees to pass to Canada, and exercise on behalf of Canada, all warranties on the Materials and/or labour supplied or held by the Contractor which exceed the periods indicated above.

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## Warranty Procedures

### 1. Scope

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. General Conditions 2030 General Conditions - Goods (Higher Complexity) 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 with the refit work, has occurred.
  - ii. On review of the Specification and the Acceptance Document, the Technical Authority in consort with Ship's Staff is to complete the Tombstone Data and section 1 of the Warranty Claim Form and forward the original to the Contractor for review with a copy to the PWGSC contracting Authority. If the PWGSC Contracting or Inspection Authority is unable to support warranty action, the 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 claim is disputed by the Contractor, the Technical Authority may arrange to correct the defect by in-house resources or by contracting the work out. All associated costs must be tracked and recorded as a possible charge against the contractor by PWGSC action. Material costs and manhours expended in correcting the defect are to be recorded and entered in Section 5 of the warranty claim by the Technical Authority who will forward the warranty 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;
  - 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.

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Accordingly, the cost to remediate the defect, in manhours and material, will be discussed between the Contracting/Inspection Authorities and the Technical Authority to determine the best course of action.

#### 7. Alongside Period For Warranty Repairs and Checks

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

“Original cost to Canada for painting and preservation of the underwater section of the hull, divided by three hundred sixty five (365) days and multiplied by the number of days remaining in the period. The resultant would represent the ‘Dollar Credit’ due to Canada from the Contractor.”
- c. The Underwater paint system, before expiration of the warranty, should be checked by divers. The Technical Authority, is to arrange the inspection and inform the Contracting Authority of any adverse results.

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F6855-181049/001/olz  
Client Ref. No. - N° de réf. du client  
F6855-181049

Amd. No. - N° de la modif.  
File No. - N° du dossier  
olz-8-41084

Buyer ID - Id de l'acheteur  
OLZ008  
CCC No./N° CCC - FMS No./N° VME

**Public Works and Government  
Services Canada**

## Warranty Claim Form

### Réclamation De Garantie

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

### 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



Solicitation No. - N° de l'invitation

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Client Ref. No. - N° de réf. du client

F6855-181049

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File No. - N° du dossier

olz-8-41084

Buyer ID - Id de l'acheteur

OLZ008

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

Contractor's Name and Signature – Nom et signature de l'entrepreneur  
of Corrective Action - Date de modalité de reprise

Date

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

Canada

PWGSC-TPSGC

## ANNEX E: FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

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

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

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

Complete both A and B.

A. Check only one of the following:

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

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

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

OR

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

B. Check only one of the following:

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

OR

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

## ANNEX F: FINANCIAL BID

### 1 Evaluation of Price

To be completed and submitted with the Invitation to Tender at bid closing.

The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded.

Location of the work: \_\_\_\_\_

<b>a)</b>	<b>Known Work</b> For work as stated in Annex "A" and detailed in the attached Pricing Data Sheet Annex "I", Appendix 1 a FIRM PRICE of:	\$ _____
<b>b)</b>	<b>Unscheduled Work</b>  Estimated labour hours at a firm Charge-out Labour Rate, including overhead and profit: 7500 person hours X \$ _____ per hour for a PRICE of: Hours in excess of 7500 will also be charged at this rate. Bidders are to include any premiums / surcharges or fees that are applicable to the hourly rate.  Estimated unknown materials cost for this refit are \$300,000.00. Bidders are to include percentage of mark-up applicable to unknown materials  \$300,000.00 x _____ % =	       \$300,000.00  \$ _____
<b>c)</b>	<b>Daily Services Fees (for docking only)</b> As per article I4 Three (3) working days on drydock 3 X \$ _____ = \$  two (1) non-working days on drydock 1 X \$ _____ = \$  three (1) working days at berth 1 X \$ _____ = \$  two (1) non-working days at berth 1 X \$ _____ = \$	    \$ _____
<b>d)</b>	<b>Vessel Transfer Cost (for docking only)</b> As per article I5:	\$ _____
<b>e)</b>	<b>EVALUATION PRICE</b> HST or GST Excluded, [a + b + c + d]: For an EVALUATION TOTAL of :	\$ _____

### 2 Unscheduled Work

Unscheduled work arising, as authorized by the Minister, will be calculated in the following manner. Hours in excess of the estimate given above at (b), should they be required, will also be charged at the firm charge-out labour rate.

*Number of hours (to be negotiated) X your firm hourly Charge-out Labour Rate which includes Overhead and profit, plus net laid-down cost of materials to which will be added a 10% mark-up, plus Goods and Services Tax or Harmonized Sales Tax as applicable, of the total cost of material and labour. The firm hourly Charge-out Labour Rate and the material mark-up will remain firm for the duration of the Contract and any subsequent amendments.*

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

Elements of Related Labour Costs identified in 2.2 will not be negotiated, but will be compensated for in accordance with 2.2. It is therefore incumbent upon the Bidder to enter values in the above table which will result in fair compensation, regardless of the structure of their Cost Management System.

- 2.2** Allowance for Related Labour Costs such as: Management, Direct Supervision, Purchasing and Material Handling, Quality Assurance and Reporting, First Aid, Gas Free Inspecting and Reporting, and Estimating will be included as overhead for the purposes of determining the Charge-out Labour Rate entered in Table 1 above.

- 2.3** 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. A separate labour component for the purchase and handling of materials or subcontract administration is not allowable.

### **3 Overtime Fees**

Compensation for authorized overtime will be calculated in the following manner:

- a. For Known Work, the contract price plus agreed overtime hours paid at the following premium rates; or,
- b. For Unscheduled Work, agreed overtime hours at the quoted *Charge-out Labour Rate* plus the following premium rates:  
For Time and one half: \$ \_\_\_\_\_ per hour; or,  
For Double time \$ \_\_\_\_\_ per hour

### **4 Daily Services Fees**

Daily services fees are to be provided by the Bidder and entered in the table at I.1. In the event of a delay in the performance of the Work, and if such delay is recognized and agreed upon by the Contracting Authority as being attributable to Canada. These fees will be the sole liability of Canada to the Contractor for the delay.

The fees will include but not be limited to, all aspects of the following costs: 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.

## **5 Vessel Transfer Costs**

To be included with Bidders Conference minutes.

Solicitation No. - N° de l'invitation

F6855-181049/001/olz

Client Ref. No. - N° de réf. du client

F6855-181049

Amd. No. - N° de la modif.

File No. - N° du dossier

olz-8-41084

Buyer ID - Id de l'acheteur

OLZ008

CCC No./N° CCC - FMS No./N° VME

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**Appendix 1 to Annex "F"**  
**Detailed Pricing Data Sheet**

To be include with Bidders Conference minutes.

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**ANNEX G: INTEGRITY PROVISION – LIST OF NAMES**

The Integrity Provision of General Conditions 2030 requires that bidders supply the following: :

List of Names

- (a) Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s). Bidders bidding as societies, firms, or partnerships do not need to provide lists of names.
- (b) If the required list of names has not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to provide the names within the time frame specified will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.
- (c) The Bidder must immediately inform Canada in writing of any changes affecting the list of names of directors during this procurement process.

**Complete Legal Name** \_\_\_\_\_

**PBN** \_\_\_\_\_

**List of names of individuals currently on the Board of Directors or Owners:**

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## **ANNEX H: INSPECTION/QUALITY ASSURANCE/QUALITY CONTROL**

### **1 Inspection and Test Plan (ITP):**

1. The Contractor may 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): e.g. Prefixes for Inspections, Test and Trials:
    - i. Prefix "1" is a Contractor inspection,
    - ii. Prefix "2" is a Contractor post repair test,
    - iii. Prefix "3" is a Contractor post repair trial,
  - (b) Specification items followed by assigned sequence numbers for inspection processes within each Specification Item; and
  - (c) Cross reference to a verification document number
3. Inspection and Test Plan Criteria:

Inspection criteria, procedures and requirements are stated in the specifications, drawings, technical orders and reference standards invoked by the Specifications. Test and trial documentation may also be included or referenced in the Specifications. An individual Inspection and Test Plan (ITP) is required for each Specification item.

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

## **2 Conduct of Inspection**

1. Inspections shall be conducted in accordance with the ITP and as detailed in D4.
2. The Contractor shall provide their 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 shall ensure that their own staff are provided in support of such inspection/test/trial.
3. The Contractor shall 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 shall 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 shall 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.

## **3 Inspection Records and Reports**

1. The Contractor on the inspection record, test or trials sheets as applicable shall record the results of each inspection. The Contractor shall maintain files of completed inspection records consistent with the Quality Standard and their Quality Plan for this project.
2. The Contractor's QC representative (and the FSR when required) shall sign as having witnessed the inspection, test or trial on the inspection record. The Contractor shall forward originals of completed inspection records, together with completed test(s) and/or trials sheets to the Inspector 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 Inspector. The Crown representatives may assist in identification where appropriate.
4. Corrective action to remove cause of unsatisfactory inspections shall be submitted to the Inspector in writing by the Contractor, for approval prior to affecting such repairs and rescheduling of the unsatisfactory inspection/test/trial. Such notices shall be included in the final records passed to the Inspector.
5. The Contractor shall 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 their own risk.
6. The Contractor shall 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, shall be retained by the Contractor for three

(3) years from the date of completion or termination of the Contract and shall be made available to the Inspection Authority upon request.

#### 4 Inspection and Trials Process

##### 1. Drawings and Purchase Orders

- a. Upon receipt of two (2) copies of each drawing or purchase order, the Designated Inspector will review their content against the provisions of the specification. Where discrepancies are noted, the Inspector 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 Inspector 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 Inspector to permit him to certify that the work has been performed in compliance with the provisions of the specification. The Contractor shall be responsible for notifying the Designated Inspector of when the work will be available for inspection, sufficiently in advance to permit the Designated Inspector to arrange for the appropriate inspection.
- b. The Inspector 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 Inspector shall 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 shall be required before the Work is inspected by the Inspection Authority .
- d. The QA/QC system is a requirement, so if the documentation is presented to the Inspector prior to an inspection stating that the Work is satisfactory but the Inspector finds that the Work has not been satisfactorily inspected, the Inspector shall issue an Inspection Non-conformance Report against the Work and another against the failure of the Contractor's QA/QC system.
- e. Before carrying out any inspection, the Inspection Authority shall 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 Inspector shall 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 Inspector. Each report will be uniquely numbered for reference purposes, will be signed and dated by the Inspector, 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 Inspector, the Inspector will complete the Report by adding an appropriate 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 Inspector will be transferred to the Acceptance Documents prior to the Inspector's certification of such documents.

#### 4. Tests, Trials, and Demonstrations

- a. To enable the Inspector to certify that the Work has been performed satisfactorily, in accordance with the Contract and Specifications, the Contractor shall schedule, co-ordinate, perform, and record all specified Tests, Trials and Demonstrations required by the Inspector as detailed in H4.
- b. Where the Specifications contain a specific performance requirement for any component, equipment, sub-system or system, the Contractor shall test such component, equipment, sub-system or system to the satisfaction of the Inspector, 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 shall be conducted in accordance with a logical, systematic schedule which shall ensure that all associated components and equipment are proven prior to sub-systems demonstration or testing, and that sub-systems are proven prior to system demonstration or testing.
- d. Where the Specifications do not contain specific performance requirements for any component, equipment, sub-system or system, the Contractor shall demonstrate such component, equipment, sub-system or system to the satisfaction of the Inspector.
- e. The Contractor shall submit their Inspection and Test Plan as detailed in H2.
- f. The Contractor shall co-ordinate each test, trial and demonstration with all interested parties, including the Inspector; Contracting and Technical Authorities; regulatory authorities; Classification Society; Sub-contractors; etc. The Contractor shall provide the Inspector and other Crown Authorities with a minimum of five working days notice of each scheduled test, trial, or demonstration.
- g. The Contractor shall keep written records of all tests, trials, and demonstrations conducted as detailed in H4. The Contractor may utilize the **PWGSC STANDARD TESTS & TRIALS RECORD SHEETS** which can be customized by the Contractor to suit individual test or trial requirements. These Record Sheets are available from the Inspection Authority in digital format.
- h. The Contractor shall 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