



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

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

Cabot Place, Phase II, 2nd Floor

Box 4600

St. John's, NF

A1C 5T2

Bid Fax: (709) 772-4603

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

PWGSC / TPSGC - Nfld. Region

Cabot Place, Phase II, 2nd Floor

Box 4600

St. John's, NF

A1C 5T2

Title - Sujet Rebuild Port Gearbox-CCGS Harp	
Solicitation No. - N° de l'invitation F6855-181260/B	Date 2018-10-11
Client Reference No. - N° de référence du client F6855-181260	
GETS Reference No. - N° de référence de SEAG PW-\$OLZ-014-7197	
File No. - N° de dossier OLZ-8-41119 (014)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-10-30	Time Zone Fuseau horaire Newfoundland Daylight Saving Time NDT
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: Peach, Ryan	Buyer Id - Id de l'acheteur olz014
Telephone No. - N° de téléphone (709) 772-4754 ()	FAX No. - N° de FAX (709) 772-4603
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF FISHERIES AND OCEANS C/O SUPPLY DEPOT SOUTHSIDE RD PO BOX 5667 ST JOHNS Newfoundland and Labrador A1C5X1 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



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

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

Cabot Place, Phase II, 2nd Floor
Box 4600

St. John's, NF

A1C 5T2

Bid Fax: (709) 772-4603

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

PWGSC / TPSGC - Nfld. Region
Cabot Place, Phase II, 2nd Floor
Box 4600
St. John's, NF
A1C 5T2

Title - Sujet Rebuild Port Gearbox-CCGS Harp	
Solicitation No. - N° de l'invitation F6855-181260/B	Date 2018-10-11
Client Reference No. - N° de référence du client F6855-181260	
GETS Reference No. - N° de référence de SEAG	
File No. - N° de dossier OLZ-8-41119 (014)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-10-30	
Time Zone Fuseau horaire Newfoundland Daylight Saving Time NDT	
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: Peach, Ryan	Buyer Id - Id de l'acheteur olz014
Telephone No. - N° de téléphone (709) 772-4754 ()	FAX No. - N° de FAX (709) 772-4603
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF FISHERIES AND OCEANS C/O SUPPLY DEPOT SOUTHSIDE RD PO BOX 5667 ST JOHNS Newfoundland and Labrador A1C5X1 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	4
2.3 FORMER PUBLIC SERVANT – NON COMPETITIVE REQUIREMENTS	ERROR! BOOKMARK NOT DEFINED.
2.4 ENQUIRIES - BID SOLICITATION	4
2.5 APPLICABLE LAWS	4
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	6
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	7
5.1 CERTIFICATIONS REQUIRED WITH THE BID	7
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	7
PART 6 - RESULTING CONTRACT CLAUSES	9
6.1 SECURITY REQUIREMENTS	9
6.2 STATEMENT OF REQUIREMENT	9
THE CANADIAN COAST GUARD HAS A REQUIREMENT FOR THE SUPPLY OF AN FSR FOR THE REGULATORY OVERHAUL OF FAIRBANKS ALCO 251 ENGINE.	9
6.3 STANDARD CLAUSES AND CONDITIONS	9
6.4 TERM OF CONTRACT	9
6.5 AUTHORITIES	10
6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	11
6.7 PAYMENT	12
6.8 INVOICING INSTRUCTIONS	13
6.9 CERTIFICATIONS AND ADDITIONAL INFORMATION	13
6.10 APPLICABLE LAWS	13
6.11 PRIORITY OF DOCUMENTS	13
6.13 SACC MANUAL CLAUSES	13
6.14 INSURANCE AND ACCEPTANCE	14
6.15 INSURANCE REQUIREMENTS	14
ANNEX "A" - STATEMENT OF REQUIREMENT	16

Solicitation No. - N° de l'invitation
F6855-181260-B
Client Ref. No. - N° de réf. du client
F6855-181260

Amd. No. - N° de la modif.
File No. - N° du dossier
OLZ-8-41119

Buyer ID - Id de l'acheteur
olz014
CCC No./N° CCC - FMS No./N° VME

ANNEX "B" - RATE OR PRICE CERTIFICATION – NON COMPETITIVE BIDS ... ERROR! BOOKMARK NOT DEFINED.

ANNEX "C" – TRAVEL AND LIVING GUIDELINES21

ANNEX "D" – INSURANCE REQUIREMENTS22

ANNEX "E" - INTEGRITY PROVISIONS – LIST OF NAMES.....26

ANNEX "F" TO PART 3 OF THE BID SOLICITATION27

ELECTRONIC PAYMENT INSTRUMENTS.....27

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

1.1.1 There is no security requirement applicable to the Contract.

1.2 Statement of Requirement

1.2.1 The Canadian Coast Guard has a requirement for the labour to rebuild Harp's port gearbox.

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).

1.5 epost Connect service

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

The email address for e-post registration is ARBidReceivingNL@pwgsc.gc.ca.

****Note – Bids/Offers will be not be accepted if emailed directly to this email address. This email is to initiate an ePost Connect conversation, as detailed in the Standard Instructions.**

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](#) (2018-05-22) 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 the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the bid solicitation:

Electronic submissions may be sent to:

PWGSC Bid Receiving Unit in Newfoundland and Labrador: TPSGC.RARceptionSoumissionsTNL-ARBidReceivingNL.PWGSC@tpsgc-pwgsc.gc.ca
or

Facsimile submissions may be faxed to: (709) 772-4603

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five 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 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.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. Bidders must provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications
Section IV: Additional Information

- If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (one hard copies)
Section II: Financial Bid (one hard copies)
Section III: Certifications (one hard copies)
Section IV: Additional Information (one hard copies)

If there is a discrepancy between the wording of the soft copy on electronic media 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 hard copy of their bid:

- use 8.5 x 11 inch (216 mm x 279 mm) paper;
- 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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). 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.

3.1.1 Electronic Payment of Invoices – Bid

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

If Annex “D” 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.

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1.1.1 Mandatory Technical Criteria

A bid must comply and meet all mandatory technical criteria in Annex A – Statement of Requirement in order to be declared responsive.

4.1.2 Financial Evaluation

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

4.2 Basis of Selection

4.2.1 Basis of Selection – Mandatory Technical Criteria

SACC Manual Clause A0031T (2010-08-16) Basis of Selection – Mandatory Technical Criteria

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 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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

5.2.3.1 Workers Compensation – Letter of Good Standing

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

The Bidder must provide, within three (3) 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.

PART 6 - RESULTING CONTRACT CLAUSES

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Statement of Requirement

The Canadian Coast Guard has a requirement for the supply of labour to rebuild the CCGS Harp's port gearbox.

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

[2010C](#) (2018-06-21), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

1031-2 (2012-07-16) Contract Cost Principles, 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 Period of the Contract

Gearbox repair must be completed and ready for trials within 30 days of contract award.

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.

Solicitation No. - N° de l'invitation
F6855-181260-B
Client Ref. No. - N° de réf. du client
F6855-181260

Amd. No. - N° de la modif.
File No. - N° du dossier
OLZ-8-41119

Buyer ID - Id de l'acheteur
olz014
CCC No./N° CCC - FMS No./N° VME

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name; Ryan Peach
Title: Junior Supply Officer
Public Works and Government Services Canada
Acquisitions Branch, Atlantic Region
Science, Professional Services and Marine
The John Cabot Building
Address: 10 Barter's Hill
P.O. Box 4600,
St. John's, NL A1C 5T2

Telephone: (709) 772-4754
Facsimile: (709) 772-4603
E-mail address: ryan.peach@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.

6.5.2 Project Authority (to be completed upon award)

The Project Authority for the Contract is:

Name: _____
Title: _____
Organization: _____

Address: _____

Telephone: _____
E-mail address: _____

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.

6.5.3 Contractor's Representative

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

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

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a **Public Service Superannuation Act** (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with **Contracting Policy Notice: 2012-2** of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

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

For the firm price portion of the Work only, 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.

6.7.2 Limitation of Price

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

6.7.3 Single Payment

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

6.7.4 SACC Manual Clauses

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

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

SACC Manual Clause C0100C (2010-01-11), Discretionary Audit

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

6.7.5 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)

6.7.6 Travel and Living with no allowance for profit and/or overhead

The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, in accordance with Contract Cost Principles 1031-2, with no allowance for profit and/or administrative overhead. All payments are subject to government audit.

6.8 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:

The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

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

6.9 Certifications and Additional Information

6.9.1 Compliance

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

6.10 Applicable Laws

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

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010A – General Conditions – Goods – Medium Complexity
- (c) 1031-2 (2012-07-16) Contract Cost Principles
- (d) Annex A, Statement of Requirement
- (e) Annex B, Basis of Payment
- (f) Annex C, Travel and Living Guidelines
- (g) Annex D, Insurance Requirement
- (h) Annex E, Integrity Provisions – List of Names
- (i) Annex F, ELECTRONIC PAYMENT INSTRUCTIONS
- (j) The Contractor's bid dated _____

6.12 SACC Manual Clauses

SACC Manual Clause B1006C (2014-06-26), Condition of Material - Contract

SACC Manual Clause A3015C (2014-06-26), Certifications

6.13 Insurance and Acceptance

The Project 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 Insurance Requirements


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

The Contractor is responsible for deciding if additional insurance coverage is necessary to 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 five (5) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

6.15 Procedures for Design Change or Additional Work

These 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 [PWGSC-TPSGC 1686](#), Quotation for Design Change or Additional Work, or the form [PWGSC-TPSGC 1379](#)  (PDF 56KB) - ([Help on File Formats](#)) Work Arising or New Work.
 - 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.
 - d. The Contracting Authority will inform the Contractor in writing if Canada determines that the design change or additional work is not required.
3. Approval
- 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.

6.16 SACC Manual Clauses

SACC Manual Clause [B7500C](#) 2006-06-16 Excess Goods
SACC Manual Clause [B1501C](#) 2018-06-21 Electrical Equipment
SACC Manual Clause [A9065C](#) 2006-06-16 Identification Badge
SACC Manual Clause [A9019C](#) 2011-05-16 Hazardous Waste Disposal
SACC Manual Clause [A9068C](#) 2010-01-11 Government Site Regulations
SACC Manual Clause [A0290C](#) 2008-05-12 Hazardous Waste - Vessels
SACC Manual Clause [A9055C](#) 2010-08-16 Scrap and Waste Material

SACC Manual Clause [A9066C](#) 2008-05-12 Vessel – Access by Canada

ANNEX "A" - STATEMENT OF REQUIREMENT

Requirement:

The Canadian Coast Guard has a requirement for the labour to rebuild the CCGS Harp's port gearbox.

1. **PWGSC:** Public Works and Government Services Canada (PWGSC) will be the Contract Authority. All requirements for additional parts or services shall be brought to the attention of the Chief Engineer and the Public Works and Government Services (PWGSC) Representative for approval.

Met:_____

No:_____

2. **SAFETY:** In addition to the detailed requirements within the specification, the requirements of DFO 5737 (FLEET SAFETY MANUAL) that are applicable to contracted refits are to be observed. If Contractors are not already familiar with these specific requirements, copies will be made available upon request. All contracted work is to be conducted in compliance with the requirements of the Canada Labour Code, Part 2. Potential Contractors **shall** include with their bids the name of their Safety Manager or Supervisor who will ensure that these requirements for workplace safety are met.

Met:_____

No:_____

NOTE: Under the Canada Labour Code, Part 2, the Coast Guard has an obligation to exercise due diligence to ensure the safety of Contractors' workers as well as the ship's crew.

3. **PROTECTION:** The Contractor is to provide adequate temporary protection for any equipment or areas affected by his work. The Contractor shall take proper precautions to maintain in a proper state of preservation any machinery, equipment, fittings, stores or items of outfit (furnishings, linings, deck coverings, etc.) which might become damaged by exposure, movement of materials, paint, sand, grit or shot blasting, airborne particles from sand, grit or shot blasting, welding, grinding, burning, gouging and painting. Any damage shall be the responsibility of the Contractor.

Met:_____

No:_____

4. **AUXILIARY SERVICES:** Contractor to include in quotation the costs of any and all transportation, rigging, staging, slinging, crantage, removals, and installations of parts and equipment such as may be required to carry out work.

Met:_____

No:_____

5. **HOTWORK & FIRE WATCHES:** Any item of work involving the use of heat requires that the Contractor advises the Chief Engineer prior to starting such heating and upon its completion. The Contractor is to provide sufficient suitable fire extinguishers and a fire watch during any such heating and until the work has cooled. Ship's extinguishers are **not** to be used except in an emergency.

Met:_____

No:_____

6. **RELOCATIONS:** Any piping, manholes, parts and/or equipment requiring removal to carry out specified work and/or to gain access are to be refitted upon completion with new jointing, anti-seize compound, clamps and brackets as applicable (Contractor supply).

Met: _____ No: _____

7. **CLEANUP:** The principal work areas, as defined by this specification, are to be cleaned to "**as-new condition**" on completion of the contracted work. The Contractor shall ensure that all **affected adjacent** spaces, compartments and areas of the ship **outside** of the principal areas of work are "**as clean as found**" when work is completed.

Met: _____ No: _____

8. **TCMS INSPECTION:** Contractor to be responsible for calling in the services of Transport Canada Marine Safety (TCMS) Inspectors when and as required for survey and inspection items. All TCMS surveyors called in by the Contractor are to sign-off the Chief Engineer's Inspection Log Book for all items surveyed.

Met: _____ No: _____

9. **MATERIALS & TOOLS:** All materials, unless otherwise specified, to be supplied by the Contractor. Contractor to supply all necessary tools to perform specified work except for specialty tools that will be issued by and returned to the Chief Engineer in good condition. Otherwise, ship's tools and equipment will not be available for Contractor's use.

Met: _____ No: _____

10. **DFO / CCG FACILITIES:** The work period will be at Fisheries and Oceans / Coast Guard facilities, and the following rules apply:

- a) If Contractor does not have access to washroom facilities off the ship, a designated washroom on board will be open during regular working hours for Contractor's use. If the cleanliness of the washroom is adversely affected by this usage, Coast Guard reserves the right to stop Contractor use of the facility.

Met: _____ No: _____

- b) Contractors are advised that normal working hours for ship's personnel during alongside refit periods are from 0800 hours to 2000 hours, seven (7) days a week, excluding statutory holidays. Permission to work outside of these hours on the ship must be obtained by the Contractor from the Chief Engineer in advance.

Met: _____ No: _____

11. **DOCKSIDE CLEANUP:** Contractor is responsible for the complete cleanup of adjacent dock areas used by his personnel and/or equipment during and after completion of the contracted work. This shall include, but not be limited to the following:

- a) Removal of all dirt, grit and debris;
- b) Removal of all staging, containers and equipment;
- c) Immediate cleanup and legal disposal of any leaked oils, solvents or other hazardous liquids.

Met: _____ No: _____

1. The ULSTEIN 55AGSC GEARBOX shall have new bearings and clutch (owner supplied) installed to address a "loss of rpm and overheating" condition.

Met: _____ No: _____

2. All work is to be carried out by, or under the direct supervision and instruction of an Experienced Service Representative with at least 3 years' experience working with Ulstein gearboxes. All potential Contractors shall provide documentary proof of their experience.

Met: _____ No: _____

3. All rebuild, replacement, cleaning and inspection requirements of the Ulstein 55 AGSC overhaul shall be carried out to the satisfaction of the Chief Engineer. Gearbox repair must be completed and ready for trials within 30 days of contract award.

Met: _____ No: _____

4. The work shall include the following requirements:

- Shipping gearbox to and from contractor's facility for testing and evaluation.
- Opening and examining gearbox condition.
- Replacing worn components to return gearbox to fully functioning gearbox.
- Contractor to quote for three days to oversee the installation and commissioning of the gearbox at Coast Guards Facility in St. John's NL.
- Both port and stbd. Shafts are to be aligned after install of the port gearbox.

Met: _____ No: _____

5. Contractor to provide all supervision, labour, materials, equipment, crane services and transportation to accomplish the specified work while at their facility. Removal and installation on-board is the responsibility of CCG's subcontractor.

Met: _____ No: _____

6. All Transport Canada Marine Safety (TCMS) inspection requirements shall be satisfied by the Contractor.

Met: _____ No: _____

7. All parts used in the overhaul are to be genuine Rolls Royce parts except were approved by Coast Guard Technical authority. An allowance of \$4000.00 shall be bid for parts not owner supplied. This will be adjusted up or down upon proof of invoice.

Met: _____ No: _____

8. After the gearbox is successfully re-commissioned and all required adjustments are completed, it shall be run-up with no load by the ship's engineers for periods of 3 minutes, 30 minutes and 60 minutes minimum. During this time the Contractor shall monitor and record all aspects of the engine's performance.

Met: _____ No: _____

9. As soon as possible after completion of the above work, the gearbox shall be sea trialed for a minimum of 4 hours.

Met: _____ No: _____

10. All defects related to the overhaul that are identified during the above trials shall be corrected by the Contractor.

Met: _____ No: _____

11. The work area shall be thoroughly cleaned by the Contractor on completion of the foregoing engine overhaul.

Met: _____ No: _____

12. A Service Report shall be created detailing all work done and measurements taken. Three (3) copies of the report shall be delivered to the CCG Technical Authority, Craig Norman, at the following address: ITS - Marine Engineering, 280 Southside Rd., St. John's, NL, A1E 0A3.

Met: _____ No: _____

13. All work shall be completed to the satisfaction of the Chief Engineer and TCMS.

Met: _____ No: _____

ANNEX
"B"
Basis of Payment

- Shipping gearbox to and from contractor's facility for testing and evaluation. \$ _____
- Opening and examining gearbox condition. \$ _____
- Replacing worn components to return gearbox to fully functioning gearbox. \$ _____
- Spec #7 allowance \$ 4,000.00
- Mark up an allowance (Max 10%) $\$4,000 \times 10\% =$ \$ _____
- Contractor to oversee the installation and commissioning of the gearbox at Coast Guards Facility in St. John's NL. (Including sea trials) \$ _____
- Travel and living * . \$ _____
- Total (excluding HST) \$ _____

*Contractor must quote firm rate for travel and living using attached Treasury Board guidelines.

ANNEX "C" – TRAVEL AND LIVING GUIDELINES

As per the National Joint Council Travel Directive (<https://www.njc-cnm.gc.ca/directive/d10/v238/s659/en>)
Effective October 1, 2018

TOTAL DAILY

MEALS	Breakfast	\$20.25
	Lunch	\$19.85
	<u>Dinner</u>	<u>\$50.00</u>
	<u>TOTALS</u>	<u>\$90.10</u>

Incidental Expenses: \$17.30 per day. Note: Includes telephone calls home.

If the first and/or last day on travel status is less than a full calendar day, and provided sleeping accommodation is used during the journey, you may claim \$17.30 for incidental expenses (private & commercial).

ACCOMMODATION – at Direct Cost

You may claim actual and reasonable expenses incurred for commercial accommodation; luxury accommodation is not permitted. If private accommodation is provided by friends or relatives, you may claim **\$50.00** for each occasion this accommodation is used.

TRANSPORTATION

Travel by air, bus and rail at direct cost. Only coach or economy class travel permitted.

For local transportation, use public transit, airport buses, etc., where practical

Rent compact size vehicles, unless the number of passengers or load justifies a mid-sized vehicle.

KILOMETRIC RATES

Kilometric rate payable in cents per kilometer for the use of privately owned vehicles driven on authorized government business travel are shown;

Newfoundland and Labrador – **57.5** cents/km;
Nova Scotia – **52.5** cents/km;
New Brunswick – **53.5** cents/km;
Prince Edward Island – **52.0** cents/km.

Annex "D" – Insurance Requirements

Ship Repairers' Liability Insurance

1. The Contractor must obtain Ship Repairers' 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 Repairers' 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 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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - 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. (**Contracting officers must insert the following option, if applicable.**)
 - f. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

*Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8*

For other provinces and territories, send to:

*Senior General Counsel,
Civil Litigation Section,
Department of Justice*

*234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8*

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

Commercial General Liability

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability 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) 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.
 - d) 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.
 - e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f) 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.
 - g) Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i) 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.

- j) Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
- k) 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.

(Contracting officers must insert the applicable options below and renumber accordingly.)

- l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n) Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
- o) All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- p) Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
- q) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- r) Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

*Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8*

For other provinces and territories, send to:

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

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

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.

ANNEX "E" - INTEGRITY PROVISIONS – LIST OF NAMES

[MUST BE COMPLETED BY OFFEROR WITH BID SUBMISSION]

The Integrity Provision of General Conditions 2010 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 of Company _____

PBN _____

List of names of the current Board of Directors or Owners:

Solicitation No. - N° de l'invitation
F6855-181260-B
Client Ref. No. - N° de réf. du client
F6855-181260

Amd. No. - N° de la modif.
File No. - N° du dossier
OLZ-8-41119

Buyer ID - Id de l'acheteur
olz014
CCC No./N° CCC - FMS No./N° VME

**ANNEX “F” 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)