



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

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

Pacific Region  
401 - 1230 Government Street  
Victoria, B.C.  
V8W 3X4  
Bid Fax: (250) 363-3344

**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**

<b>Title - Sujet</b> CCGS Grenfell - Naval Architecture	
<b>Solicitation No. - N° de l'invitation</b> F1782-19C059/A	<b>Date</b> 2019-09-23
<b>Client Reference No. - N° de référence du client</b> F1782-19C059	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$XLV-242-7820	
<b>File No. - N° de dossier</b> XLV-9-42123 (242)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2019-10-09</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Pacific Daylight Saving Time PDT
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Szczesniak, Michal	<b>Buyer Id - Id de l'acheteur</b> xlv242
<b>Telephone No. - N° de téléphone</b> (250) 507-0647 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Fisheries and Oceans Canada See herein	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Public Works and Government Services Canada - Pacific  
Region  
401 - 1230 Government Street  
Victoria, B. C.  
V8W 3X4

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There are no security requirement for this solicitation.

### **1.2 Statement of Work**

The Canadian Coast Guard requires the services of a Naval Architect registered as a Professional Engineer in a province or territory of Canada to provide engineering services and prepare modification drawings applicable to the proposed conversion of the CCGS Sir Wilfred Grenfell to a Buoy Tender, in accordance with Annex A (Statement of Work).

### **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 not subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and is subject to the Canadian Free Trade Agreement (CFTA).

### **1.5 Canadian Content**

The requirement is limited to Canadian services.

### **1.6 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.

## **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 (2019-03-04) 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:

**Address:**

Bid Receiving Public Works and Government Services Canada  
Pacific Region  
401-1230 Government Street  
Victoria, BC  
V8V 3X4

**epost Connect email:**

[TPSGC.RPRceptiondessoumissions-PRBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RPRceptiondessoumissions-PRBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca)

**Note:** Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions 2003, or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

**Facsimile number:**

250-363-3344

### **2.3 Licensing Requirements**

1. Consultant Team members and Key Personnel shall be licensed, certified or otherwise authorized to provide the necessary professional services to the full extent that may be required by provincial or territorial law in the Province or Territory in which the project is located.
2. By virtue of submission of a proposal, the Proponent certifies that the Proponent's Consultant Team and Key Personnel are in compliance with the requirements of subsection 1 above. The bidder acknowledges that PWGSC reserves the right to verify any information in this regard and that false or erroneous certification may result in the proposal being declared non-responsive.

### **2.4 Insurance Requirements**

1. The successful bidder shall be required to obtain and maintain Professional Liability and Commercial General Liability insurance coverage in accordance with the requirements set out elsewhere in the solicitation.

2. By virtue of submission of a proposal, the bidder certifies that the Bidder and the other members of the consultant team as may be applicable are capable of obtaining, and will obtain and maintain liability insurance in accordance with the requirements set out in the proposal documents.

## 2.5 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have 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 comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

### Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

### Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension?      **Yes ( )**      **No ( )**

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

## Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes ( )** **No ( )**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

### 2.6 Enquiries - Bid Solicitation

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

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

### 2.7 Applicable Laws

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

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.

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## 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. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

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

Section I:        Technical Bid  
Section II:       Financial Bid  
Section III:      Certifications

- 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 – 2 hard copies  
Section II:       Financial Bid – 1 hard copy  
Section III:      Certifications – 1 hard copy

- If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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

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

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

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

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

#### **Section I:        Technical Bid**

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

#### **Section II:       Financial Bid**

Bidders must submit their financial bid in accordance with Annex B. The total amount of Applicable Taxes must be shown separately.

#### **Section III:      Certifications**

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

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

### **4.1 Evaluation Procedures**

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

#### **4.1.1 Mandatory Technical Criteria**

The Bid must demonstrate that it meets all of the following requirements:

- (a) The Bidder must have experience providing Naval Architecture services within the past three years;
- (b) The Bidder's proposed main resource must have experience providing Naval Architecture services within the past three years;
- (c) The Bidder's proposed main resource must be registered as a Professional Engineer in a province or territory of Canada;
- (d) The Bidder's proposed resource(s) must be capable of delivering all services and deliverables in the English language; and
- (e) The Bidder is capable of completing the Work specified in Annex A (Statement of Work), excluding the Work associated with Milestone #2, in the 56 calendar days after date of Contract..

#### **4.1.2 Financial Evaluation**

The following "Evaluated Price" equation will be used to determine the evaluated price of the Bid based on the prices inserted by the Bidder in its bid Annex B (Basis of Payment):

Using the Items listed in Annex B,

$$\begin{aligned} &\text{Evaluated Price} \\ &= \text{Firm Price of Item A} \\ &\quad + (10 \times \text{Firm Hourly Charge-Out Labour Rate of Item B}) \\ &\quad + (20 \times \text{Firm Hourly Charge-Out Labour Rate of Item C}) \\ &\quad + (20 \times \text{Firm Hourly Charge-Out Labour Rate of Item D}) \\ &\quad + (10 \times \text{Firm Hourly Charge-Out Labour Rate of Item E}). \end{aligned}$$

The factors used in the "Evaluated Price" equation are for bid evaluation purposes only. There is no guarantee that the factored quantities of the Items B, C, D, and E used in the "Evaluated Price" equation will be procured.

### **4.2 Basis of Selection - Mandatory Technical Criteria**

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

## **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 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 property agreement of the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ciif/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](#) website ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969)).

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 Additional Certifications Precedent to Contract Award**

#### **5.2.3.1 Status and Availability of Resources**

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

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

#### **5.2.3.2 Canadian Content Certification**

This procurement is limited to Canadian services.

**The Bidder certifies that:**

(  ) the service(s) offered is (are) a Canadian service as defined in paragraph 2 of clause A3050T.

#### **5.2.3.3 SACC Manual clause A3050T (2018-12-06), Canadian Content Definition**

### **5.3 Education and Experience**

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

## **PART 6 - RESULTING CONTRACT CLAUSES**

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

### **6.1 Security Requirements**

There is no security requirement applicable to the Contract.

### **6.2 Statement of Work**

The Contractor must perform the Work in accordance with the Statement of Work at Annex A.

### **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>) issued by Public Works and Government Services Canada.

#### **6.3.1 General Conditions**

2010B (2018-06-21), General Conditions: Professional Services (Medium Complexity), apply to and form part of the Contract.

#### **6.3.2 Supplemental General Conditions**

4006 (2010-08-16), Contractor to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

### **6.4 Term of Contract**

#### **6.4.1 Period of the Contract**

The Work is to be performed from date of Contract to January 31, 2020.  
Milestone #1 must be completed in the 56 calendar days after date of Contract.

### **6.5 Authorities**

#### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Michal Szczesniak  
Marine Acquisitions  
Public Services and Procurement Canada  
1230 Government Street, Suite 401  
Victoria, BC V8W 3X4  
Telephone: 250-507-0647  
Email: [michal.szczesniak@pwgsc-tpsgc.gc.ca](mailto:michal.szczesniak@pwgsc-tpsgc.gc.ca)

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

## 6.5.2 Technical Authority

The Technical Authority for the Contract is:

Name: TBD  
Title: TBD  
Address: TBD  
Telephone: TBD  
E-mail: TBD

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

## 6.5.3 Contractor's Representative

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

## 6.6 Payment

### 6.6.1 Basis of Payment

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

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

### 6.6.2 Milestone Payments - Not subject to holdback

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:

- (a) an accurate and complete claim for payment using PWGSC-TPSGC 1111, Claim for Progress Payment, (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/1111-eng.html>) and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) all the certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives;
- (c) all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

### 6.6.3 Schedule of Milestones

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

Milestone	Description	Firm Amount
Milestone #1	Submission of completed design drawings, calculations and FEA analysis to Canada for TA and/or ABS review	80% of the total Contract value
Milestone #2	Final acceptance of all deliverables by Canada after revision in accordance with the Technical Authority and/or ABS commentary	20% of the total Contract value

### 6.7 Invoicing Instructions

1. The Contractor must submit a claim for payment using form PWGSC-TPSGC 1111, Claim for Progress Payment.  
Each claim must show:
  - (a) all information required on form PWGSC-TPSGC 1111;
  - (b) all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
2. Applicable Taxes, must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.
3. After inspection and acceptance of the Work takes place, the Contractor must prepare and certify the claim on form PWGSC-TPSGC 1111, and e-mail it to < To Be Determined > for verification and onward processing.
4. The Contractor must not submit claims until all work identified in the claim is completed.

### 6.8 Certifications and Additional Information

#### 6.8.1 Compliance

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

### 6.9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_. (To be completed by the Contracting Authority at Contract award).

## 6.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4006 (2010-08-16), Contractor to Own Intellectual Property Rights in Foreground Information;
- (c) the general conditions 2010B (2018-06-21), General Conditions: Professional Services (Medium Complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Insurance Requirement;
- (g) Annex D, Design Change – Unscheduled Work Procedure;
- (h) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*).

## 6.11 Insurance

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

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

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

## 6.12 SACC Manual Clauses

SACC Manual Clause A7017C (2008-05-12) Replacement of Specific Individuals

## 6.13 Procedures for Design Change or Additional Work

The procedures given in Annex D must be followed for any design change or additional work.



## **DEPARTMENT OF FISHERIES AND OCEANS**

### **ANNEX A – STATEMENT OF WORK**

#### **NAVAL ARCHITECTURE / STRUCTURAL ENGINEERING SERVICES Applicable to the CCGS Sir Wilfred Grenfell Conversion Project Requisition number F1782-19C059**

**11 September 2019, Revision 2**

**Prepared by:  
Marine Engineering/Integrated Technical Services  
Western Region**

## **RECORD OF AMENDMENTS**

<b>#</b>	<b>Date</b>	<b>Description</b>	<b>Initials</b>
<b>D1</b>	13 Aug 2019	Initial draft for discussion	GDA
<b>0</b>	15 Aug 2019	Issued to HUB	GDA
<b>1</b>	27 Aug 2019	Expanded to include the Boat Deck	GDA
<b>2</b>	11 Sept 2019	Expand superstructure on main deck	GDA

## **INTERPRETATION**

- 1) The words “must” or “shall” or “required” or “mandatory”, wherever they appear in this Statement of Work (SOW) or referenced regulations, specifications standards or codes are to be interpreted as obligations on the Contractor in the performance of the Work within the Contract Price.
- 2) In the event that there is a discrepancy in requirement between this SOW and other referenced regulations, specifications, standards or codes, then the higher standard shall apply.
- 3) References given in rectangular brackets such as [7.3.2] refer to section, subsection and paragraph numbers within this SOW.

## **ABBREVIATIONS**

ABS	American Bureau of Shipping
CA	Contracting Authority (as defined by the Contract)
CCG/ME	Canadian Coast Guard/Marine Engineering
CFM	Contractor Furnished Material
CL	Center line of the ship
CSA	<i>Canadian Shipping Act</i>
CSA	Canadian Standards Association
DSIP	Delegated Statutory Inspection Program
FO	Fuel oil
GA	General Arrangement Drawing
GSM	Government Supplied Material
IAW	In accordance with
IWO	In way of
IA	Inspection Authority (as defined by the Contract)
ISO	International Organization for Standardization
P&S	Port and starboard
RF	Repair Facility
SAR	Search and Rescue
SOW	Statement of Work
TA	Technical Authority (as defined by the Contract)
TC	Transport Canada
WMO	World Meteorological Organization

## **SHIP'S PARTICULARS**

LENGTH OVERALL	68.41	m
LENGTH BETWEEN PERPENDICULARS	59.4	m
BREADTH (moulded)	15.0	m
DEPTH (to main deck)	7.25	m
DRAFT	5.75	m
DISPLACEMENT	3560	t
FRAME SPACING	600	mm

## **REFERENCES**

The following applicable references may be downloaded from:

<ftp://ftp.dfo-mpo.gc.ca/campbellc/SirWilfredGrenfellStructuralDrawings.zip>

1 - General Arrangement drawing

2 – Boat Handling Arrangement drawing

3 – Sectional Video Clip

4 - Applicable structural drawings

5 - 3-D Scans may be downloaded from:

Host: [epco.homeftp.net](http://epco.homeftp.net)

User name : clientq

Password : clientq2018

6 – Ultrasonic thickness readings (pending)

7 – General Arrangement Strip-out drawing

8 – CCG/ME standard drawing format may be downloaded from:

[\\dcbciosna01a\IOS\\_CCG\\$\VSupport\03 Templates\Drafting Template\CCG ME AUTOCAD TEMPLATE AND USER GUIDE REV A.docx](#)

[\\dcbciosna01a\IOS\\_CCG\\$\VSupport\03 Templates\Drafting Template\CCG-ME Metric Template\(draft\)2010.dwt](#)

[\\dcbciosna01a\IOS\\_CCG\\$\VSupport\03 Templates\Drafting Template\CCG-ME Imperial Template\(draft\)2010.dwt](#)

## **1. STATEMENT OF WORK**

The Canadian Coast Guard requires the services of a Naval Architect registered as a Professional Engineer in a province or territory of Canada to provide engineering services and prepare modification drawings applicable to the proposed conversion of the CCGS Sir Wilfred Grenfell to a Buoy Tender, including:

- 1.1. Conversion and structural modification of water ballast tanks #4 & 5 both P & S and the center space from frame 24 to 43 into a new hold and a new sewage treatment compartment;
- 1.2. Structural modifications of the winch house and fo'c'sle deck to provide a new deck workshop on the main deck and a new boat deck from frame 39 to 60;
- 1.3. Mounting a new 20 tonne SWL sea state 3 crane on the main deck at about frame 40 ½;
- 1.4. Foundation for a new chain hauling winch on the main deck at about frame 23 to 26;
- 1.5. Design and structural modifications to fit new hydraulically actuated tow bits set into the main deck at about frame 19 to 21;
- 1.6. Finite element analysis of the structure IWO the crane foundation; and,
- 1.7. The contractor must be capable of commencing the project within 7 days of award of a contract and is requested to complete the work within 8 weeks of award of a contract, however, the required delivery date is detailed in the Contract.

## **2. SCOPE**

- 2.1. The implementation phase for this project will be contracted to a shipyard in British Columbia, therefore it is imperative that all drawings, calculations and reports be prepared and presented in English and that all communications, both aural and written, be in English.
- 2.2. The Contractor must provide engineering services and prepare drawings in compliance with all applicable Transport Canada (TC) regulations and standards, suitable for submission and approval by TC.
- 2.3. Structural modifications must be compliant with the published rules of the American Bureau of Shipping as applicable to the class of ship.
- 2.4. Drawings, and calculations if requested, must be submitted to the Technical Authority (TA) for review and will be submitted to ABS by CCG/ME for approval under DSIP.
- 2.5. The Contractor must revise the drawings and/or supply additional details in accordance with commentary provided by the TA and/or ABS.
- 2.6. The Contractor must attend weekly technical meetings with the CCG Design Team, currently scheduled for 9:30 AM to 10:30 AM every Tuesday at:

The Institute of Ocean Sciences,  
9860 West Saanich Road,  
Sidney, BC.

- 2.7. As-built structural drawings are available at [Ref 4]. To assist in the definition of the extant structure a digital 3-D scan of accessible sections of the ship, from the tank top to the main deck between frames 24 to 43 is provided at [Ref 5].
- 2.8. To assist in the definition of the condition of the steelwork in critical areas localized ultrasonic thickness readings, IWO the crane foundation on the main deck and for bulkhead 43, is provided at [Ref 6].

### **3. DESCRIPTION**

The modified design must reflect the arrangement and spacial purpose designations depicted on the General Arrangement Drawing, [Ref 1], and the new Boat Handling Arrangement, [Ref 2]. The General Arrangement Strip-out drawing, [Ref 7], is provided to assist in determining the required work.

- 3.1. The Contractor must design the required structural modifications of the main working deck, including:
  - 3.1.1. Determining the required main deck plate thickness, considering:
    - 3.1.1.1. The deck will be subjected to very rough service from landing buoys and dragging chain in sea states up to SS 3;
    - 3.1.1.2. Hold-down lugs, staples and eyes, having a capacity of up to 10 tonnes SWL, must be welded to the deck; and,
    - 3.1.1.3. The working deck will be clad with 75 mm wood decking;
  - 3.1.2. Design new hatch girders and hatch end beams (etc.) to suit an hydraulic deck hatch, from frame 27 to 34 x 5.3 m (maximum) breadth;
  - 3.1.3. The Contractor must either source or design a set of hydraulically actuated "pop-up" towing bollards having a capacity of 80 tonnes SWL. Ship-board hydraulics will be designed by others. The bollards must be flush fitted to the deck on CL at about frame 23 to 26. This will require modification of the FO tank #3 bulkheads P&S. Access for installation and service will be available from the stern thruster compartment below.
- 3.2. The Contractor must design the required structural modifications to convert #4 & 5 ballast tanks P&S, and the center space between frames 24 & 43, into a new hold space, including:
  - 3.2.1. Partially delete the longitudinal bulkheads from frame 27 to 41 and install main deck girders and pillars in its place;
  - 3.2.2. Partially delete transverse bulkhead 34 and install a web frame structure in its place;
  - 3.2.3. Relocate transverse bulkhead 33 below the lower deck to frame 36;
  - 3.2.4. Partially delete the existing lower deck from frame 27 to 36 and install a new hold deck between the longitudinal bulkheads from frame 27 to 36;
  - 3.2.5. The entire hold deck, including existing crowns of fuel tanks #6 P&S, must be configured with flush "strong points" being  $\frac{3}{4}$  inch unc female threaded sockets forming a 600 x 600 mm grid pattern suitable to receive  $\frac{3}{4}$  x 2 inch shoulder machinery eye bolts.
  - 3.2.6. The escape trunk between frames 41 & 43 on the port side must be retained, the transverse bulkhead 41 on the starboard side should be deleted, if feasible;
  - 3.2.7. Install foundation for new 20 tonne SWL crane under main deck, see [3.4]; and,

- 3.2.8. Install new stair wells, see [3.7].
- 3.3. The final structural design of the crane pedestal will be the responsibility of the crane manufacturer, however the configuration of the crane pedestal and foundation structure must be determined by the Contractor. For the purposes of design the Contractor may assume the following:
- 3.3.1. The pedestal will be fabricated from  $\frac{3}{4}$  inch plate having a total height of 4000 mm landed on the main deck on the ship's CL and centered at about frame 40  $\frac{1}{2}$  ;
  - 3.3.2. The upper portion of the pedestal must be cylindrical supporting the crane slewing ring structure and the lower portion of the pedestal must be formed to suit the ship's structure, see section [3.4]; and,
  - 3.3.3. The exact crane is not yet known however example loadings, suitable for design purposes, are:
    - 3.3.3.1. VCG at 2.2 m above the top of the pedestal when stowed;
    - 3.3.3.2. Dead weight of the crane: 60 tonnes;
    - 3.3.3.3. Maximum operating vertical loading on the pedestal: 1000 kN; and,
    - 3.3.3.4. Maximum operating overturning moment on the pedestal: 8000 kNm.
- 3.4. The Contractor must determine the best configuration of the pedestal, giving due consideration to both structural and arrangement requirements. It is anticipated that a "round to square" pedestal configuration, with radiused corners at the main deck, will be most suitable, considering:
- 3.4.1. The upper portion of the pedestal must be cylindrical and not less than 750 mm in length and may be between 96 and 108 inches outside diameter, depending on the crane model which is finally selected. The lower portion of the pedestal must be formed to suit existing and/or new structure below the main deck;
  - 3.4.2. The discontinuity between the cylindrical upper portion and the formed lower portion must be specially considered – it is likely that this transition would be best placed in line with the new Boat Deck at 2900 mm above the main deck. Therefore the upper cylindrical portion may require to be about 1100 mm long and a heavy horizontal plate may be required at the transition;
  - 3.4.3. The forward face of the base pedestal will likely be best landed on bulkhead 43 and the aft face landed at either frame 37  $\frac{1}{2}$  or 38. There is a sliding water tight door in bulkhead 43 on the port side of CL which must be considered. The longitudinal faces of the pedestal will likely best be landed on the existing longitudinal bulkhead at about 2750 mm to port of CL and on a new longitudinal staircase bulkhead at about 1850 mm to starboard of CL;
  - 3.4.4. A new position 1 weather tight door must be fitted into the aft face of the pedestal and a reinforced access opening, as large as practicable, must be fitted into the forward face of the pedestal such that the base area of the pedestal will become common with the deck workshop;
  - 3.4.5. It is likely that a heavy insert plate will be required in the main deck and that a new deep beam will be required under the main deck IWO the aft face of the pedestal;
  - 3.4.6. The crane foundation structure must be carried through to main framing in the ship's double bottom, which may require reinforcements on bulkheads and/or fitting of pillars; and,

- 3.4.7. The crane pedestal and ship foundation structure must be tested by means of a Finite Element Analysis (FEA) program to the satisfaction of the TA and ABS, as per [2.3].
- 3.5. The Contractor must design the required structural modifications above the main deck, including:
- 3.5.1. Modify main deck bulkheads IAW the GA plan, frame 38 to 56, to enclose around the new crane pedestal and form a deck work shop, as follows:
    - 3.5.1.1. New partial transverse bulkhead on frame 52, port outboard to ship's side;
    - 3.5.1.2. New ship side plating, port side, from frame 52 to 56;
    - 3.5.1.3. New partial transverse bulkhead on frame 46, starboard outboard to ship's side;
    - 3.5.1.4. New ship side plating, starboard side, from frame 46 to 56;
    - 3.5.1.5. Close existing exterior doors in bulkheads 56 P&S;
    - 3.5.1.6. Relocate exterior doors and canted bulkhead at frame 43 to 45 starboard side to frames 45 to 47;
    - 3.5.1.7. Deleted canted longitudinal bulkhead, frame 43 to 51 starboard side; and,
    - 3.5.1.8. Install longitudinal bulkhead frame 43 to 51 at about 1850 mm to starboard and install a position 1 door at about frame 45 in that bulkhead; and,
    - 3.5.1.9. Install partial transverse bulkheads, P&S, at frame 43.
  - 3.5.2. Cut down fo'c'sle deck and ship's side plating and install the new Boat Deck at about 2900 mm above the main deck on CL, frame 40 to 60 P&S IAW the GA and Boat Handling Arrangement plans;
  - 3.5.3. Retain the engine room shipping route and access hatches at frames 48 ½ to 50 ½ on the main and foc's'le decks, the hatch on the foc's'le deck will require relocation or replacement onto the new boat deck;
  - 3.5.4. Install lashing eyes for the main crane hook block at about frame 48 on the boat deck;
  - 3.5.5. Make allowance for windows to provide natural light into the new interior cabins located between frame 51 and 66 on the main deck. Window openings and framing will be required set into the longitudinal bulkheads 3600 mm off CL P&S above the new boat deck in 3 places each on the P&S sides; and,
  - 3.5.6. Install new stair wells and enclosing bulkheads, see [3.7].
- 3.6. For the design of the new boat deck the Contractor must consider the following loads and requirements:
- 3.6.1. On the port side of the boat deck a new A-frame type boat davit, Harding NPDS 6000H or equal, will be installed at about frame 46 to 49 to service a Zodiac Hurricane model ZH-753 SAR craft;
  - 3.6.2. On the starboard side of the foc's'le deck a new A-frame type boat davit, Hydramarine HMD A25 or equal, will be installed at about frame 63 to 65 to service a Zodiac Hurricane model ZH-472 emergency craft;
  - 3.6.3. The starboard side of the boat deck must be provided with flush reinforcements suitable for mounting non-specific boat cradles and for landing a 20 ft 10300 kg sea-container. The intended craft will be a 26 x 7 ft, 4000 kg surf boat and the 32 x 11 ft 6000 kg oil barge. These craft will be launched and recovered by the new main crane;
  - 3.6.4. Deck support structure (pillar frames) will be required at ship sides P&S at about frame 40 to 41; and,
  - 3.6.5. Vertical boat guards will be required at the port ship's side at about frames 44 and 58.

- 3.7. The Contractor must include in their design the following stairwells and stairs, as shown on the GA:
- 3.7.1. Aft main stair tower from tank top to boat deck, at about 1850 mm to 2750 mm off CL starboard between frames 38 to 43; incorporating:
    - 3.7.1.1. Access from the sewage treatment compartment to the lower deck, enclosed above the lower deck and fitted with an A class door on the interior side of the stair tower at about frame 42 on the lower deck;
    - 3.7.1.2. Access from the lower deck to the main deck, enclosed above the main deck and fitted with a Position 1 weather tight door on the exterior side of the stair tower at about frame 42 on the main deck;
    - 3.7.1.3. Exterior stairs from the main deck to the boat deck.
  - 3.7.2. Exterior stairs from the boat deck to the foc's'le deck at about 4000 mm off CL both P&S at about frames 57 to 59 and fitted with a landing at the fo'c'sle deck at frame 59.
  - 3.7.3. Open stairs from hold to the lower deck at about 2250 off CL to starboard at about frames 33 to 35.
  - 3.7.4. Vertical access from the tank top to the hold deck and lower deck at frame 23, stbd.

#### **4. FORMATS & DELIVERABLES**

- 4.1. Title blocks and drawing formats must comply with CCG/ME standard [Ref 8].
- 4.2. Small or reduced sized drawings must be 11 x 17 inch size.
- 4.3. Reports or booklets must be 8 ½ x 11 inch size with 11 x 17 inch enclosures, if required.
- 4.4. Final deliverable data package must include:
  - 4.4.1. 2 hard copies full sized drawings
  - 4.4.2. 2 hard copies reduced sized drawings
  - 4.4.3. 2 electronic copies on memory stick
- 4.5. Soft copies to be delivered in pdf format and:
  - 4.5.1. .dwg (autocad 2010 drawings)
  - 4.5.2. .docx (reports)
  - 4.5.3. .xlsx (tabular)

**END OF DOCUMENT**

## ANNEX B – BASIS OF PAYMENT

### B.1 Known Work

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the following firm price:

Item	Description	Firm Price
A	Known Work as established in Annex A (Statement of Work)	

Priced in Canadian currency. Customs duties are included. Applicable Taxes are extra.

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

### B.2 Unscheduled Work

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

The authorized unscheduled work will be calculated as follows:

Number of hours per Labour Category (to be negotiated) X Applicable Firm Hourly Charge-Out Labour Rate

Item	Labour Category	Firm Hourly Charge-Out Labour Rate
B	Senior Naval Architect / Engineer	
C	Intermediate Naval Architect / Engineer	
D	Technologist	
E	Clerical	

Priced in Canadian currency. Customs duties are included. Applicable Taxes are extra.

The above are the Contractor's firm hourly charge-out labour rates which include overhead and profit, plus net laid-down cost of materials to which will be added a mark-up of 10 percent, plus applicable Taxes calculated on the total cost of material and labour.

The firm hourly charge-out labour rates and the material mark-up will remain firm for the term of the Contract and any subsequent amendments.

### B.3 Overtime

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.

The authorized overtime work will be calculated as follows:

Number of hours per Labour Category (to be negotiated) X Applicable Firm Hourly Charge-Out Labour Rate

Item	Labour Category	Firm Hourly Overtime Charge-Out Labour Rate
F	Senior Naval Architect / Engineer	
G	Intermediate Naval Architect / Engineer	
H	Technologist	
I	Clerical	

Priced in Canadian currency. Customs duties are included. Applicable Taxes are extra.

The above are the Contractor's firm hourly charge-out labour rates which include overhead and profit, plus net laid-down cost of materials to which will be added a mark-up of 10 percent, plus applicable Taxes calculated on the total cost of material and labour.

The firm hourly charge-out labour rates and the material mark-up will remain firm for the term of the Contract and any subsequent amendments.

## **ANNEX C – INSURANCE REQUIREMENT**

### **C.1 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 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 Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - 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.
  - 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) Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.

### **C.2 Errors and Omissions Liability Insurance**

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional 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 \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The following endorsement must be included:

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

## ANNEX D – DESIGN CHANGE - UNSCHEDULED WORK PROCEDURE

**D.1** The term “Unscheduled Work” is used generically herein to encompass any design change, increase or decrease in the scope of the work or additional work, and is applicable whether such change results in an increase, decrease or no change in the cost.

### 1. **Negotiation**

When negotiating unscheduled work, pricing shall be determined by pro-rating from quoted work costs in the Contract, or from comparable historical data applicable to similar work at the same facility, or by direct negotiation of hours and material costs.

### 2. **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.

## **D.2 Procedures for the introduction of Unscheduled Work**

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

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

- a. The Technical Authority will provide the Contracting Authority with a description of the design change or additional work, including reductions in the scope of 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 a 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. If Canada agrees that a design change or additional work is required, then the procedures detailed in paragraph 1 are to be followed.
- c. 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