



RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des
soumissions - TPSGC
11 Laurier St. / 11, rue Laurier
Place du Portage , Phase III
Core 0B2 / Noyau 0B2
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

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

Ship Refits and Conversions / Radoubss et modifications de
navires and / et
11 Laurier St. / 11, rue Laurier
6C2, Place du Portage
Gatineau, Québec K1A 0S5

Title - Sujet DND R&O of Small Service Boats	
Solicitation No. - N° de l'invitation W8482-195079/A	Date 2020-02-12
Client Reference No. - N° de référence du client W8482-195079	
GETS Reference No. - N° de référence de SEAG PW-\$\$MD-041-27627	
File No. - N° de dossier 041md.W8482-195079	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-03-31	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Pourmand, Mastaneh	Buyer Id - Id de l'acheteur 041md
Telephone No. - N° de téléphone (819) 420-5487 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE 101 COLONEL BY DR. CPO1 Chief of Maritime Staff (CMS) Chief of Maritime Staff (CMS) OTTAWA Ontario K1A 0K2 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;

Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;

Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and

Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, Technical Evaluation Criteria, Basis of Payment, Goods and Services Sources and Subcontractors List, Insurance Requirements, Quality Assurance / Quality Control / Inspections, Bidders Questions & Canada Answers, DND 626 Task Authorization Form, Logistics Statement of Work, and other Annexes.

1.2 Summary

1.2.1 The Contractor must provide the Department of National Defence (DND) with Repair and Overhaul (R&O), Maintenance and Engineering support, of inflatable and rigid hull inflatable small boats including the related equipment utilized by DND – as specified in Annex “A” – Statement of Work.

The period of the Contract will be from the date of contract award to May 31, 2023 inclusively with the options to extend by three (3) additional one (1) year periods.

1.2.2 There are security requirements associated with this Contract. For additional information, consult Part 6 Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

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

1.2.4 This procurement is not subject to the Controlled Goods Program.

- 1.2.5** The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity – Certification.

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<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. Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 90 days

The 2030 (2018-06-21) "General Conditions - Higher Complexity – Goods", are incorporated by reference into and form part of the bid solicitation. General Conditions 2030 is amended by replacing Section (06) "Subcontracts", by the following:

1. Except as provided in subsection 2, the Contractor must obtain the Contracting Authority's written consent before subcontracting or permitting the subcontracting of any part of the Work. A subcontract includes a contract entered into by any subcontractor at any tier to perform any part of the Work.
2. The Contractor is not required to obtain consent for subcontracts specifically authorized in the Contract. The Contractor may also without the consent of the Contracting Authority:
 - a) purchase "off-the-shelf" items and any standard articles and materials that are ordinarily produced by manufacturers in the normal course of business;
 - b) permit its subcontractors at any tier to make purchases or subcontract as permitted in paragraph (a).
3. Nothing in paragraph 2 (a) and (b) prevents Canada from performing its customary contract administration processes to ensure, in advance of the Contractor entering into a subcontract, that the cost payable in respect of the work proposed to be subcontracted, and other Subcontract matters of importance to Canada are acceptable to Canada. These contract Administration processes will include, without limitation:
 - a) requiring the Contractor to provide subcontract price breakdowns, analysis and itemization of costs, and price justifications, price certifications, audits and price Support information in respect of subcontracts, including most favoured customer evidence; and
 - b) requiring the Contractor to provide information on proposed subcontractors, including background and experience; and
 - c) specifying specific equipment and its sourcing.

4. Upon request by Canada in advance of the Contractor entering into a subcontract, the Contractor must provide all information requested, and if, without limitation, the proposed subcontractor or subcontract cost is not acceptable to Canada, then the subcontract chosen by the Contractor pursuant to section 2 (a), or 2 (b), above, shall not be considered to have Been consented to by Canada unless and until all Canada's requirements in this respect have Been met by the Contractor.
5. In any subcontract other than a subcontract referred to in paragraph 2(a), the Contractor must, unless the Contracting Authority agrees in writing, ensure that the subcontractor is bound by conditions compatible with and, in the opinion of the Contracting Authority, not less favourable to Canada than the conditions of the Contract.
6. Even if Canada consents to a subcontract, the Contractor is responsible for performing the Contract and Canada is not responsible to any subcontractor. The Contractor is responsible for any matters or things done or provided by any subcontractor under the Contract and for paying any subcontractors for any part of the Work they perform.

The 1029 (2018-12-06) "Supplemental General Conditions - Ship Repairs", are incorporated by reference into and form part of the bid solicitation.

The 4006 (2010-08-16) "Supplemental General Conditions Contractor to Own Intellectual Property Rights in Foreground Information", are incorporated by reference into and form part of the bid solicitation.

2.1.1 Applicable SACC Manual Clauses

The 1031-2 (2012-07-16) "Contract Cost Principles", are incorporated by reference into and form part of the bid solicitation.

The B1000T (2014-06-26) "Condition of Material – Bid", are incorporated by reference into and form part of the bid solicitation.

The B1006T (2011-05-16) "Condition of Material – Department of National Defence", are incorporated by reference into and form part of the bid solicitation.

The B3000T (2006-06-16) "Equivalent Products", are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

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

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

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders must reference, as accurately as possible, the numbered item of the bid solicitation to which the enquiry relates. This includes identifying the Document Name (solicitation, or annex & appendix ID), page number, section number, subsection number, and paragraph ID pertaining to the subject of the question.

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 Ontario.

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

2.5 Bidders' Conference

A bidders' conference will be held at DND Office at 455 Blvd de la Carriere on 10 March, 2020. The conference will begin at 13:00 EST in Room # *(to be advised at a later time)*. The scope of the requirement outlined in the bid solicitation will be reviewed during the conference and questions will be answered. It is recommended that bidders who intend to submit a bid attend or send a representative.

Bidders are requested to communicate with the Contracting Authority before the conference to confirm attendance. Bidders should provide, in writing, to the Contracting Authority, the name(s) of the person(s) who will be attending and a list of issues they wish to table no later than 05 March, 2020.

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Due to the nature of the bid solicitation, bids transmitted by epost Connect service and by facsimile will not be accepted.

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

Section I: Technical Bid (Three (3) hard copies), and one (1) soft copy on USB key

Section II: Financial Bid (Two (2) hard copies), and one (1) soft copy on USB key

Section III: Certifications (Two (2) hard copies), and one (1) soft copy on USB key

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:

- (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](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.

The following interpretations and considerations apply to Bid preparation:

Signature of Proposal by Bidder

- (a) Canada requires that each Proposal be signed by the Bidder or by an authorized representative of the Bidder. Bidders' proposals must be properly signed when submitted at the bid closing.
- (b) Bidders can sign their Proposals by signing the front page of this solicitation, or by submitting a Proposal letter with their proposal.

Cross-Referencing

Each volume of the Bidder's Proposal should be written to the greatest extent possible on a stand-alone basis so that its contents may be evaluated with minimum of cross-referencing to

other volumes of the Proposal. Cross-referencing within a proposal volume is permitted where its use would conserve space without impairing clarity.

Mandatory

The mandatory requirements of the solicitation are, unless stated otherwise, signified by the words “shall” or “must” or “will” or “is required” or by the phrase “are to” or “is to”.

Each Bidder must comply with every mandatory requirement of this bid solicitation. In the event any Bidder fails to comply with any mandatory requirement of this bid solicitation, its bid shall be deemed to be non-responsive and will not be given any further consideration.

Proprietary Information

All information regarding the terms and conditions, financial and technical aspects of the Bidder's Proposal, which in its opinion, are of a proprietary or confidential nature must be clearly marked “PROPRIETARY” or “CONFIDENTIAL” at the relevant clause, page or section.

Section I: Technical Bid

In their technical bid, Bidders must demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid must address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

Bidders must submit their Financial Bid in accordance with Annex “B” – Basis of Payment.

The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

The Financial Bid must not be attached to or combined within any other part of the bid, and prices must not appear in any other area of the proposal other than the Financial Bid.

3.1.1 Electronic Payment of Invoices – Bid

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

Solicitation No. - N° de l'invitation
W8482-195079/A
Client Ref. No. - N° de réf. du client
W8482-105079

Amd. No. - N° de la modif.
File No. - N° du dossier
041MD.W8482-195079

Buyer ID - Id de l'acheteur
041MD
CCC No./N° CCC - FMS No./N° VME

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, as well as those required by any other Parts or Annexes of this Solicitation Document.

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.
- c. Bids must be deemed valid and complete to be considered for evaluation process.
- d. The evaluation team reserves the right, but is not obliged, to seek clarification or verify any or all information provided by the Bidder with respect to this bid solicitation.

4.1.1 Technical Evaluation

The technical evaluation is based on mandatory evaluation criteria, detailed in Annex "O".

In order to ensure that Bidders provide all the required information, the Checklist of Mandatory Deliverables, Tables P-1 and P-2 are provided in Annex "P" to guide the Bidders in the completion of their Bids. Bidders must complete and include Tables O-1 and O-2 Corporate and Technical Mandatory Requirements, and Table P-1 and P-2 with their bids.

In their technical bid, Bidders must demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders must demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work. Bidders must provide detailed evidence that they and/or their proposed subcontractors have completed work similar in scope and complexity.

Canada intends to use the completed Tables to verify the required technical information has been provided and meet the requirements. In order to substantiate their compliance to each criterion, the Bidder must refer to the supporting documents within their Technical Bid, with the exact page number(s) and paragraph number(s) where the required substantiation can be found.

4.1.1.1 Mandatory Technical Criteria

In order to be declared responsive, Bidder's proposal must, to the satisfaction of Canada, meet all mandatory requirements of the Bid Evaluation Criteria in Annex "O" – Technical Evaluation Criteria.

Mandatory criteria are evaluated on a simple pass/fail basis. Bids that fail to meet the mandatory technical criteria shall be declared non-responsive and no further consideration shall be given. Only bids that have met the mandatory criteria are subject to financial evaluation.

4.1.2 Financial Evaluation

Bidder must provide rates for each category of work as detailed in Annex "B" – Basis of Payment, Firm Hourly Rates, and complete all blanks in every section of Annex "B".

Annex "B" sets out the methodology for the financial evaluation.

4.1.2.1 Mandatory Financial Criteria, Evaluation of Price – Canadian / Foreign Bidders

1. The price of the bid will be evaluated as follows:
 - a. Canadian-based bidders must submit firm prices, Canadian customs duties and excise taxes included, and Goods and Services Tax (GST) or Harmonized Sales Tax (HST) excluded.
 - b. Foreign-based bidders must submit firm prices, Canadian customs duties, excise taxes and GST or HST excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based bidders.
2. Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.
3. Although Canada reserves the right to award the Contract either on an FCA plant or FCA destination, Canada requests that bidders provide prices FCA their plant or shipping point and FCA destination. Bids will be assessed on an FCA destination basis.
4. For the purpose of the bid solicitation, bidders with an address in Canada are considered Canadian-based bidders and bidders with an address outside of Canada are considered foreign-based bidders.

4.2 Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory evaluation criteria, Corporate and Technical Mandatory Requirements as listed in Tables O1 and O2 of Annex "O", to be declared responsive. The responsive bid with the lowest evaluated overall average rate, from Annex "B", will be recommended for award of a contract.

In the event that more than one bidder has the same hourly rate total and meets all the mandatory technical requirements, the bidder who provides the best discount to Canada for materials and replacement parts will be recommended for Contract award.

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 has 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.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after contract award. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract.

The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions 2003, Section 01 "Integrity Provisions – bid", all bidders must provide with their bid, **if applicable**, the Integrity 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 specified will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section 17 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.

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

The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity – Certification (Annex “K”), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Workers Compensation Certification – Letter of Good Standing

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

The Bidder must provide, within five (5) 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.

5.2.3.2 Valid Labour Agreement

Where the Bidder has a labour agreement, or other suitable instrument, in place with its unionized labour, and where such labour agreement or instrument is scheduled to expire during the period

of the Contract, the Bidder represents that negotiations and good faith bargaining have commenced at least six (6) months in advance of the labour agreement expiry. The Bidder further represents and warrants that it will take all appropriate actions to ensure a continuous valid labour agreement, with all its workers, for the duration of the Contract.

Documentary evidence of the agreement or suitable instrument must be provided on or before bid closing date. The Bidder hereby must provide the following documentation as part of its bid:

- a) List of all labour unions at Bidder's facilities; and
- b) List the number of labour agreements in force with these unions and provide copies of all labour agreements in force; or
- c) Statement that there are no labour unions at the bidder's facility.

5.2.3.3 Required Technical and/or Trade Certifications

5.2.3.3.1 Welding Certification

It is a requirement of this bid solicitation that the Bidders must provide evidence of certification for the current year for their organization with their bids, and agree to maintain certification, until completion of the project, by the Canadian Welding Bureau (CWB) to Canadian Standard Association (CSA) Standard W47.2: "Certification of Companies for Fusion Welding of Aluminum (Division 1 or 2)".

The Bidder hereby attaches the following applicable information with the bid:

- a. Proof of certification to CSA Standard W47.2 (Division 1 or 2) for the current year;
- b. Proof of CWB currently approved welding procedure specifications and supporting welding data sheets to construct the vessels to project welding requirements; and

Either:

- c. Proof of employed or sub-contracted inspection personnel currently certified to CSA Standard W178.2 (Division 1 or 2); and
- d. Proof of employed welders currently certified to CSA Standard W47.2 (Division 1 or 2); and
- e. Proof of employed welding supervisors currently certified to CSA Standard W47.2 (Division 1 or 2);

Or:

- f. Proof of capability to obtain, as and when required, personnel currently certified / approved to the standards identified in (c), (d) and (e) above.

The required certification in Division 1 or 2 is mandatory for the Contractor's facilities in both east and west coasts, as well as in each of the other locations in: Ontario, Quebec, Prince Edward Island, New Brunswick, and Newfoundland, and the Prairie Provinces. The welding work can be subcontracted to appropriately certified subcontractors. Where, their supporting documentation must be submitted.

The Bidder agrees to maintain currently certified personnel, or confirm capability to obtain currently certified personnel, for all of the above locations, for the duration of the Contract.

5.2.3.3.2 Welding Certification – Bid:

1. Welding must be performed by a welder certified by the Canadian Welding Bureau (CWB) for the following Canadian Standards Association (CSA) standards: CSA W47.2 (current version), Certification of Companies for Fusion Welding of Aluminum Division 1 or 2.
2. Before contract award and within Five (5) calendar days of the written request by the Contracting Authority, the successful Bidder must submit evidence demonstrating its and its subcontractor's certification by CWB in accordance with the CSA welding standards.

5.2.3.3.3 Volvo Penta Certification

Volvo Penta certifications for employee at each of the coastal repair facilities must be provided.

5.2.3.4 Status and Availability of Resources

SACC Manual Clause A3005T (2010-08-16) "Status and Availability of Resources".

5.2.3.5 Education and Experience

The Bidder must provide the résumés and supporting material with its bid, particularly the information pertaining to education, achievements, experience and work history, of every individual proposed by the Bidder for the requirement to show capability of performing the Work described in the resulting contract.

SACC Manual Clauses The A3010T (2010-08-16) "Education and Experience".

5.2.3.6 Price Certification

The Bidder certifies that the price proposed:

- a. is not in excess of the lowest rate charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the service.
- b. does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of goods, services or both of like quality and quantity; and
- c. does not include any provision for discounts to selling agents

5.2.3.7 Rate Certification – Commercial Services

The Bidder certifies that the rate proposed:

Solicitation No. - N° de l'invitation
W8482-195079/A
Client Ref. No. - N° de réf. du client
W8482-105079

Amd. No. - N° de la modif.
File No. - N° du dossier
041MD.W8482-195079

Buyer ID - Id de l'acheteur
041MD
CCC No./N° CCC - FMS No./N° VME

-
- a. is not in excess of the lowest rate charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the service;
 - b. does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of services of like quality and quantity, and
 - c. does not include any provision for discounts to selling agents.

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirement

1. Before award of a contract, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7- Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

Annex "C" and its appendix 1 provides the required security detail and the Security Requirement Check List.

6.2 Financial Capability

SACC Manual Clause [A9033T](#) (2012-07-16), "Financial Capability".

6.3 Controlled Goods Requirement

This bid solicitation does not involve any controlled Goods.

6.4 Insurance Requirements

Insurance – Proof of Availability Prior to Contract Award

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

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

6.5 Quality Plan

SACC Manual Clause D5401T (20007-11-30) "Quality Plan – Solicitation".

6.6 Health and Safety System

The Bidder must submit with its bid objective evidence that it has a documented health and Safety system fully compliant with all current Federal, Provincial and Municipal regulations. If this information is not provided with the bid it will render the bid non-responsive.

6.7 List of Proposed Subcontractors

A list of subcontractors, proposed for labor and/or material, must be included with the Bid stating the name and address of each subcontractor, and a description (Make, Model No.) of the goods or services to be supplied by each, and whether the subcontractor is an affiliate (as defined in the Canada Business Corporations Act) of the Bidder, as well as previous related experience, and any planned travels.

Refer to Annex "D" Goods & Services Sources AND Subcontractors List.

The list should not include the purchase of off-the-shelf items, software and such standard articles and materials as are ordinarily produced by manufacturers in the normal course of business, or the provision of such incidental services as might ordinarily be subcontracted in performing the Work, i.e. subcontract work valued at less than \$ 5,000.00 aggregate for the project.

Résumés of subcontractors' employees performing Work on the Service Boats and related equipment may be requested by the Contracting Authority in addition to those that are required pursuant to Annex "O" – Technical Evaluation Criteria.

6.8 Environmental Protection and Emergency / Spill Response Plan

The Bidder must submit, with the Bid, details of its environmental emergency response plans, waste management procedures and/or formal environmental training undertaken by its employees.

6.9 Inspection and Test Plan

The Bidder must submit, with the Bid, an example of an Inspection and Test Plan (ITP) complete with requirement and inspection reports as developed on previous projects of the same nature.

For details, refer to Annex "F".

6.10 Deliverables with the Bid or Before/After Contract Award

For details, refer to Annex "P", Tables P1 to P3.

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" and the Contractor's technical bid entitled [REDACTED], dated [REDACTED].

For the portion of the Work, associated with Category 3, 4 and 5 Services defined in the SOW, the Contractor must perform the Work on an "as and when requested basis", subject to issuance of Task Authorizations, utilizing a DND 626 that is coded to the appropriate Financial Account (FA) indicated on the tasking, authorized by the Procurement Authority (PA), and subject to the terms and conditions of this Contract. It is within Canada's absolute discretion whether to issue any Task Authorization.

7.1.1 Task Authorization

The Work or a portion of the Work, to be performed under the Contract, will be on an "as and when requested basis" using a Task Authorization. The Work described in the Task Authorization must be in accordance with the scope of the Contract.

1. All tasking, and amendments thereto, must be authorized on DND 626, Task Authorization. This document will be prepared by the PA on the basis of work schedules and budget agreed to between the Contractor and the Technical Authority. A Statement of Work defining the tasks must be completed and appended to the DND 626. The completed DND 626 must be authorized by the PA, or such officer(s) as may be designated from time to time, and forwarded directly to the Contractor.
2. The Contractor must sign and return acknowledgement copies of the DND 626 to PWGSC and to the Department of National Defence.
3. The estimated total cost authorized in the DND 626 is not to be exceeded unless and until an increase is authorized by a task authorization amendment.

7.1.2 Task Authorization Process

1. The Technical Authority will provide the Contractor with a description of the task using the "DND 626, Task Authorization Form".
2. The Task Authorization will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The Task Authorization will also include the applicable basis (bases) and methods of payment as specified in the Contract.

3. The Contractor must provide the Technical Authority, within five (5) calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a Task Authorization authorized by the PA has been received by the Contractor. The Contractor acknowledges that any work performed before a Task Authorization has been received will be done at the Contractor's own risk.

The Contractor's Task Authorization Proposal must include, but not be limited, to the following as a minimum:

- a) Detailed description of the task to be performed
- b) Sourcing identification – to indicate if the Work is to be performed by the Contractor or sub-contractor(s).

Where the Work is to be performed by a sub-contractor, the proposal will include detailed price Justification acceptable to Canada. Work to be performed on the west or east coasts of Canada at the designated facilities provided for in this Contract or work performed by the Contractor or any affiliate (as defined in the Canada Business Corporations Act) will be priced in accordance with the firm hourly rates and other prices specified in the Basis of Payment of this Contract.

- c) A list of deliverables and delivery dates or task milestones with estimated activity start date and completion date
- d) Contacts (names, location, telephone numbers)
- e) Any other supporting details

Any Task Authorization proposals shall be subject to the acceptance of Canada. Generally, within ten (10) working days of receipt of the Contractor's Task Authorization proposal, Canada shall review and either:

- a) Notify the Contractor that the proposed Task Authorization will not be approved, or
- b) Request clarifications or negotiate any modifications as necessary, resulting in a 'revised Task Authorization proposal' from the Contractor; or
- c) Accept and approve the Task Authorization proposal.

If Canada accepts the Task Authorization proposal (or revised Task Authorization proposal, as the case may be) provided by the Contractor for the required task(s):

- a) when the Task Authorization is within the DND PA approval limit, the PA will approve and issue the Task Authorization by forwarding the duly signed copy of the Task Authorization, and a copy to the Contracting Authority;
- OR
- b) when the Task Authorization exceeds the DND PA approval limit, the PA will recommend the Task Authorization by signing and forwarding the Task Authorization to the Contracting Authority for review and approval. The Contracting Authority will issue the Task Authorization by forwarding a signed copy of the Task Authorization to the Contractor, the PA, and the TA.

The Contractor must acknowledge receipt of the approved Task Authorization by signing and forwarding the Task Authorization to the appropriate Task Authorization Approval Authority and a copy to the Technical Authority.

The Contractor must complete the work under the Task Authorization within the time frame and price stated in the approved Task Authorization.

The Contractor must not commence work until a Task Authorization (form DND 626) attached as **Annex "J"** is approved by the PA and/or the Contracting Authority. The Contractor acknowledges that any work performed before an approved Task Authorization has been received will be done at the Contractor's own Risk.

7.1.2.1 Task Authorization Limit

The PA may authorize individual task authorizations up to a limit of \$50,000.00, Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

7.1.2.2 Canada's Obligation - Portion of the Work – Task Authorizations

SACC Manual Clause 9031 (2011-05-16) "Canada's Obligation - Portion of the Work - Task Authorizations".

7.1.2.3 Periodic Usage Reports – Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed in Annex "G". If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a monthly basis to the Contracting Authority and the PA.

7.1.2.4 Task Authorization - Department of National Defence

The administration of the Task Authorization process will be carried out by D Mar P 7-4-3. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

7.1.2.5 Task Authorizations Types & Usage

7.1.2.5.1 Task Authorization with a Firm Price

A Firm Price Task Authorization will be used when the statement of work can define the requirement in sufficient detail to enable the Contractor to establish a firm price.

7.1.2.5.2 Task Authorization with a Ceiling Price

A Ceiling Price Task Authorization will be used instead of firm price only in cases where the Work to be performed is not in sufficient detail to accurately determine a reasonable firm price, through which the Contractor is bound to complete the prescribed Work without additional payment whether or not actual costs exceed the ceiling.

7.1.2.5.3 Task Authorization Subject to Limitation of Expenditure

A Task Authorization subject to a Limitation of Expenditure will be used for urgent Technical Investigations and Engineering Services (TIES) as well as Mobile Repair Party (MRP) services, where the nature of the work cannot be defined in detail for pricing purposes. When goods and/or services are to be furnished under a Limitation of Expenditure Task Authorization, the parties agree on a Limitation of Expenditure for the Contractor to commence work.

7.1.2.6 Changes to Task Authorizations

Any change(s) in a Task Authorization must be authorized in writing by the Task Authorization Approval Authority using the procedure specified herein, and incorporated as an amendment to the Task Authorization.

7.1.3 Work Authorization for Repair and Overhaul (R&O)

Notwithstanding the limitations on issuance of Task Authorizations, detailed in sub-section 7.1.2.5 above, Work Authorizations for R&O will be provided to the Contractor in accordance with paragraphs I, II, and III included hereinafter. The authorizations provided for in this sub-article are Work Authorizations, notwithstanding that their format or procedures differ from the format or procedures for other Task Authorizations provided for under this Contract.

The Contractor must perform the repair and overhaul of only those repairable items for which they have received authorization via the Canadian Forces Supply System (CFSS) Selection Notice and Priority Summary Report (SNAPS) and (or) a Repairable Material Request (RMR) Work Authority Message, in accordance with the relevant section of A-LM-184-001/JS-001 Special Instructions - Repair and Overhaul Contractors (Appendix 1 to Annex "L"), at a cost not to exceed the Maximum Repair Cost (MRC) established by Canada.

The Contractor must also conform to the direction contained in A-LM-184-001/JS-001, as applicable, and such other supply procedures as may be advised from time to time in the

demanding, handling, packaging, storing, shipping and recording, etc., of the DND equipment and stores in his possession.

Repair/Overhaul priorities must be maintained as per information provided in the SNAPS. In the event of inconsistencies between the instruction contained in Annex "A" or in A-LM-184-000/JS-001 and the provisions of this Contract, the terms and conditions of this Contract shall prevail.

- I. Process: The Contractor must determine the extent of work required, prepare a cost estimate (in accordance with the firm hourly rates specified in the Contract or other basis acceptable to Canada), and if cost to repair is below the MRC (defined hereinafter), proceed with the repair.
- II. Cost to repair exceeds MRC amount: Notwithstanding any provisions set forth in Annex "A", or in the A-LM-184-001/JS-001 Special Instructions - Repair and Overhaul Contractors, whenever cost to repair threatens to exceed the established MRC, the Contractor must request authorization from the PA to proceed with the repair.
- III. Assessment of Repair: As noted above, the Contractor must assess the repair at the firm hourly rates specified in the contract, and if the repair is not assessable without dismantling the equipment, may, with the written consent of the PA, strip the equipment so as to assess its repair and/or overhaul potential and to estimate the costs.

Unless specified otherwise by the PA, and regardless of the value of the equipment, the cost of the work involved in estimating this repair is chargeable, at the rates specified in the Contract, to the item whether or not it is subsequently repaired and is limited to 10% of the MRC or \$5,000.00 (GST/HST Extra), whichever is the lesser. The total cost of the repair including the repair estimate must not exceed the current established MRC without prior appropriate authorization, as specified above.

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

The 2030 (2018-06-21) "General Conditions - Higher Complexity – Goods", are incorporated by reference into and form part of the bid solicitation. General Conditions 2030 is amended by replacing Section (06) "Subcontracts", by the following:

1. Except as provided in subsection 2, the Contractor must obtain the Contracting Authority's written consent before subcontracting or permitting the subcontracting of any part of the Work. A subcontract includes a contract entered into by any subcontractor at any tier to perform any part of the Work.

2. The Contractor is not required to obtain consent for subcontracts specifically authorized in the Contract. The Contractor may also without the consent of the Contracting Authority:
 - a) purchase "off-the-shelf" items and any standard articles and materials that are ordinarily produced by manufacturers in the normal course of business;
 - b) permit its subcontractors at any tier to make purchases or subcontract as permitted in paragraph (a).
3. Nothing in paragraph 2 (a) and (b) prevents Canada from performing its customary contract administration processes to ensure, in advance of the Contractor entering into a subcontract, that the cost payable in respect of the work proposed to be subcontracted, and other Subcontract matters of importance to Canada are acceptable to Canada. These contract Administration processes will include, without limitation:
 - a) requiring the Contractor to provide subcontract price breakdowns, analysis and itemization of costs, and price justifications, price certifications, audits and price Support information in respect of subcontracts, including most favored customer evidence; and
 - b) requiring the Contractor to provide information on proposed subcontractors, including background and experience; and
 - c) specifying specific equipment and its sourcing.
4. Upon request by Canada, in advance of the Contractor entering into a subcontract, the Contractor must provide all information requested, and if, without limitation, the proposed subcontractor or subcontract cost is not acceptable to Canada, then the subcontract chosen by the Contractor pursuant to section 2 (a), or 2 (b), above, shall not be considered to have Been consented to by Canada unless and until all Canada's requirements in this respect have Been met by the Contractor.
5. In any subcontract other than a subcontract referred to in paragraph 2(a), the Contractor must, unless the Contracting Authority agrees in writing, ensure that the subcontractor is bound by conditions compatible with and, in the opinion of the Contracting Authority, not less favourable to Canada than the conditions of the Contract.
6. Even if Canada consents to a subcontract, the Contractor is responsible for performing the Contract and Canada is not responsible to any subcontractor. The Contractor is responsible for any matters or things done or provided by any subcontractor under the Contract, and for paying any subcontractors for any part of the Work they perform.

7.2.2 Supplemental General Conditions

SACC Manual Clause 1029 (2018-12-06) "Ship Repairs", apply to and form part of the Contract.

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

SACC Manual Clause 4001 (2015-04-01) "Hardware Purchase, Lease and Maintenance", apply to and form part of the Contract.

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

SACC Manual Clause 4010 (2012-07-16) "Services – Higher Complexity", apply to and form part of the Contract.

SACC Manual Clause A0285C (2007-05-25) "Workers Compensation", apply to and form part of the Contract.

SACC Manual Clause A3015C (2014-06-26) "Certifications - Contract", apply to and form part of the Contract.

SACC Manual Clause B1006C (2014-06-26) "Condition of Material – Contract", apply to and form part of the Contract.

SACC Manual Clause B4059C (2008-05-12) "Government Supplied Technical Documents", apply to and form part of the Contract.

7.3 Security Requirements

Security requirements (SRCL and related clauses provided by the Contract Security Program), as detailed in Annex "C" and its Appendix 1 do apply and form part of the Contract.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from date of Contract to 31 May 2023 inclusive.

7.4.2 Delivery Date

All the deliverables must be received on or before the end date of the contract.

7.4.3 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to **three (3)** additional **one (1)** year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.5 Authorities

The Procurement, Technical and Inspection Authorities may delegate their authorities and may act through their duly appointed representatives.

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Mastaneh Pourmand
Title: Supply Specialist
Organization: Public Works and Government Services Canada, Acquisitions Branch
Directorate: Marine Systems
Address: Place du Portage, Phase III – 8B3-1B, 11 Laurier Street, Gatineau, QC K1A 0S5
Telephone: 819-420-5487
Mobile: 343-543-2874
E-mail address: Mastaneh.pourmand@tpsgc-pwgsc.gc.ca

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

7.5.2 Procurement Authority

The Procurement Authority (PA) for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail address: _____

The PA is the representative of the department or agency for whom the Work is being carried out under the Contract. The PA is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the PA; however the PA has no authority to authorize changes to the scope of the Work. Changes to the Scope of Work can only be made through a contract amendment issued by the Contracting Authority.

The PA is responsible of the administrative aspects of the Contract and is the only authority to authorize DND 626 Task Authorizations and amendments thereto within the threshold of the contract.

7.5.3 Technical Authority

The Technical Authority (TA) for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail address: _____

The TA 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 TA, however the TA has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

7.5.4 Quality Assurance Authority (Department of National Defence) - Canadian-based Contractor

All work is subject to Government Quality Assurance performed at the Contractor's or subcontractor's facility, and at the installation site, by the Director of Quality Assurance, or its designated Quality Assurance Representative (QAR).

Director of Quality Assurance
National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive, Ottawa, ON K1A 0K2
E-mail: ContractAdmin.DQA@forces.gc.ca

Within 48 hours of contract award, the Contractor must contact the QAR. The name, location and phone number of the QAR can be obtained from the nearest National Defence Quality Assurance Region (NDQAR) listed below:

- Atlantic - Halifax 902-427-7224 or 902-427-7150
- Quebec - Montreal 514-732-4410 or 514-732-4477
- Quebec - Quebec City 418-694-5998, ext. 5996
- National Capital Region - Ottawa 613-996-1827
- Ontario - Toronto 416-635-4404, ext. 6081 or 2754
- Ontario - London 519-964-5757
- Manitoba/Saskatchewan - Winnipeg 204-833-2500, ext. 6574
- Alberta - Calgary 403-410-2320, ext. 3830
- Alberta - Edmonton 780-973-4011, ext. 2276
- British Columbia - Vancouver 604-225-2520, ext. 2460

- British Columbia - Victoria 250-363-5662

The Contractor is responsible for performing, or having performed, all inspections and tests necessary to substantiate that the material or services provided conform to the requirements of the Contract.

The Contractor must provide, at no additional cost, all applicable test data, all technical data, test pieces and samples as may reasonably be required by the QAR to verify conformity to the requirements of the Contract. The Contractor must forward at its expense such technical data, test data, test pieces and samples to such location as the QAR may direct.

Quality control, inspection and test records that substantiate conformity to the specified requirements, including records of corrective actions, must be retained by the Contractor for three (3) years from the date of completion or termination of the Contract and must be made available to the QAR upon request.

7.5.5 Quality Assurance Authority (DND) – Foreign-based and United States Contractor

SACC Manual Clause D5515C (2010-01-11) "Quality Assurance Authority (DND) – Foreign-based and United States Contractor".

7.5.6 Contractor's Representative

The Contractor's representative is:

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail address: _____

7.6 Payment

7.6.1 Basis of Payment

The basis of payment is negotiated between PWGSC and the Contractor during the contract negotiation period. The Contract includes provision for the appropriate rates to be charged for labour, material and travel costs incurred in the contract – As defined in Annex "B".

In addition, the Contract stipulates that, for each task given to the Contractor under the contract, financial limits shall be set by the PA on labour, material and travel costs which may be incurred in completing the task; and that the Contractor must maintain records of such costs for each separate task as well as for the contract as a whole.

7.6.1.1 Basis of payment: Cost Reimbursable – Limitation of Expenditure

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment in annex "B", to a limitation of expenditure of \$ TBD at time of Contract. Customs duties are included and Applicable Taxes are extra.

7.6.1.2 Basis of payment: Individual Task Authorizations

The Contractor will be paid for the Work specified in the authorized task authorization, in accordance with the Basis of payment at Annex "B".

Canada's liability to the Contractor under the authorized task authorization must not exceed the limitation of expenditure or ceiling price, whichever the case may be, specified in the authorized task authorization. Custom duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized task authorization resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

7.6.1.3 Basis of payment: Volume of Work

The basis of payment, detailed in the contract, including the rates and prices shall remain in force notwithstanding any variation between the volumes of work upon which those rates are based and the volume of work actually received by the contractor. Further, the contractor may not claim from the Crown any under recovery of fixed overhead expenses as a result of reduced business volume.

7.6.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ TBD at time of Contract. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.6.3 Methods of Payment

A variety of methods of payment are possible under any Work or Task Authorization. The most appropriate Method of payment will be determined at the time a Work or Task Authorization pursuant to the Contract is issued. The eligible methods of payments are included therein.

7.6.3.1 Methods of Payment for Firm Price Work or Task Authorization

In consideration of the Contractor satisfactorily completing all of its obligations under the Task Authorization, the Contractor will be paid the firm price stipulated in the applicable Task Authorization document, without any adjustment.

- A. Payment upon Completion: One lump sum payment will be made following delivery and acceptance of the work specified in the Work or Task Authorization, provided that an invoice and the monthly progress claim form (in case of overhauls only) are submitted to Canada in accordance with the instructions specified herein.
- B. Payment for Multiple Deliveries: Payment for each delivery will be made following delivery and acceptance of the work after the date on which completed units have been delivered at the delivery point specified in the Work or Task Authorization, not the ultimate destination, and all other work required to be performed by the Contractor with respect to these units under the terms of the Work or Task Authorization has been completed, provided an invoice and the monthly progress claim form (in case of overhauls only) are submitted to Canada in accordance with the instructions specified herein.
- C. Progress Payments: The applicability of progress payments will be specified under each Work or Task Authorization. Progress payments shall be made in accordance with the Work or Task Authorization, provided that: the monthly progress claim form is submitted to Canada in accordance with the instructions specified herein; the claim is approved by the Contracting Authority and the TA; and all the work required for the progress claimed has been received and accepted by the TA.

7.6.3.2 Method of Payment for Task Authorizations with a Ceiling Price

The Contractor will be paid its costs reasonably and properly incurred in the performance of the Work under the Task Authorization, to the ceiling price specified in the applicable Task Authorization document.

The ceiling price is subject to downward adjustment so as not to exceed the actual charges and costs reasonably incurred in the performance of the Work and computed in accordance with the Basis of Payment specified in the Task Authorization document.

7.6.3.3 Method of Payment for Work Authorizations Subject to Limitation of Expenditure

For Repair and Overhaul, the Contractor will be paid its costs reasonably and properly incurred in the performance of the Work under the Work Authorization, in accordance with the Basis of Payment specified herein and in the applicable Work Authorization document.

- A. Payment upon Completion: One payment will be made following delivery and acceptance of the work specified in the Work Authorization, provided that:
- i. the invoice and the monthly progress claim form is submitted to Canada in accordance with the instructions specified herein and it includes a listing of all the expenditures for the work in accordance with the Task Authorization; and
 - ii. two sets of backup documentation (receipts, vouchers, timesheets, etc.) to support the invoice are supplied to the PA designated herein.
- B. Progress Payments: Progress Payments under a Work or Task Authorization may be permitted in the event that the duration of the work to be completed under such Work or Task Authorization exceeds hundred (100) days. The applicability of progress payments will be specified under each approved Work or Task Authorization, and payment will be made in accordance with the instructions specified herein.

Unless otherwise authorized by the Contracting Authority and the PA in a Work or Task Authorization, Progress Payments will not be considered:

- i. in the event that the duration of the work to be completed under a Work or Task Authorization is less than hundred (100) days; and
- ii. for Taskings and/or Free Flow Work.

7.6.3.4 Method of Payment for Progress Payments

DND may consider payments on progress claims for partial work, only on overhauls.

1. Canada will make progress payments in accordance with the payment provisions of the Contract, no more than once a month, for cost incurred in the performance of the Work and approved by Canada if:
 - a. an accurate and complete claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - b. the amount claimed is in accordance with the basis of payment;
 - c. the total amount for all progress payments paid by Canada does not exceed the total amount to be paid under the Contract;
 - d. all certificates appearing on form [PWGSC-TPSGC 1111](#) have been signed by the respective authorized representatives.

2. The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of the item if the Work has been accepted by Canada and a final claim for the payment is submitted.
3. Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the rights to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

7.6.3.5 Payment by Canada

Payment by Canada to the Contractor for the work shall be made:

- a. in the case of a progress payment other than the final payment, within thirty (30) days following the date of receipt of a duly completed form PWGSC-TPSGC 1111;
- b. in the case of a final payment, within thirty (30) days following the date of receipt of the duly completed final form PWGSC-TPSGC 1111, or within thirty (30) days following the date on which the work is completed, whichever date is the later.

If Canada has any objection to the form of the progress claim, within fifteen (15) days of its receipt, Canada shall notify the Contractor of the nature of the objection. "Form of the claim" means a claim which contains or is accompanied by such substantiating documentation as Canada requires.

Failure by Canada to act within fifteen (15) days will not prevent Canada from raising an objection thereafter.

7.6.4 Applicable SACC Manual Clauses Related to Payment

SACC Manual Clause A9117C (2007-11-30) "T1204 - Direct Request by Customer Department", apply to and form part of the Contract.

SACC Manual Clause C0305C (2014-06-26) "Cost Submission - Limitation of Expenditure or Ceiling Price", apply to and form part of the Contract.

SACC Manual Clause C0307C (2014-06-26) "Cost Submission - Repair and Overhaul", apply to and form part of the Contract.

SACC Manual Clause C0711C (2008-05-12) "Time Verification", apply to and form part of the Contract.

SACC Manual Clause C2000C (2007-11-30) "Taxes - Foreign-based Contractor", apply to and form part of the Contract.

SACC Manual Clause C2605C (2008-05-12) "Canadian Customs Duties and Sales Tax - Foreign-based Contractor", apply to and form part of the Contract.

SACC Manual Clause C2608C (2019-05-30) "Canadian Customs Documentation", apply to and form part of the Contract.

SACC Manual Clause C3015C (2017-08-17) "Exchange Rate Fluctuation Adjustment", apply to and form part of the Contract.

SACC Manual Clause C6000C (2014-06-26) "Limitation of Price", apply to and form part of the Contract.

SACC Manual Clause H1001C (2008-05-12) "Multiple Payments", apply to and form part of the Contract.

SACC Manual Clause H1008C (2008-05-12) "Monthly Payment", apply to and form part of the Contract.

SACC Manual Clause H4500C (2010-01-11) "Liens – Section 427 of the Bank Act", apply to and form part of the Contract.

7.6.5 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)

Annex "Q" is to identify which Electronic Payment Instrument is to be used.

7.6.6 Exchange Rate Fluctuation Risk Mitigation

1. The Bidder may request Canada to assume the risks and benefits of exchange rate fluctuations. If the Bidder claims for an exchange rate adjustment, this request must be clearly indicated in the bid at time of bidding. The Bidder must submit form [PWGSC-TPSGC 450](#), Claim for Exchange Rate Adjustments with its bid, indicating the Foreign Currency Component (FCC) in Canadian dollars for each line item for which an exchange rate adjustment is required.
2. The FCC is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuations. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.
3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provision in the contract. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease).
4. At time of bidding, the Bidder must complete columns (1) to (4) on form [PWGSC-TPSGC 450](#), for each line item where they want to invoke the exchange rate fluctuation provision. Where bids are evaluated in Canadian dollars, the dollar values provided in column (3)

should also be in Canadian dollars, so that the adjustment amount is in the same currency as the payment.

5. Alternate rates or calculations proposed by the Bidder will not be accepted for the purposes of this exchange rate fluctuation provision.

7.7 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions 2030 (2018-06-21) and the related Authorized DND 626. Invoices cannot be submitted until all work identified in the invoice is completed.

Invoices must be submitted once a month only – to ensure expenses are billed every month and avoid multiple submissions per month.

Payment will only be made on receipt of satisfactory invoices duly supported by specified release documents and other documents called for under the terms of the contract.

Each invoice must be supported by and clearly identify the following:

- a) DND Financial Coding for Work related to:
 - Category 1: C113, FC2183CQ, GL 6225
 - Category 2: N001424-04-01, C113, FC2183GV, GL 4201
 - Category 3: N001424-04-01, C113, FC2183GV, GL 4201
 - Category 4: N001424-04-01, C113, FC2183GV, GL 4201
 - Category 5: N001424-04-01, C113, FC2183GV, GL 4201

Where Category 1 is for Free Flow Repairs, and Category 2 is for Overhauls, Category 3, 4 and 5 are for tasks authorizations.

- b) Contract Serial Number
- c) Details of item(s) repaired including: NATO Stock Number (NSN), description of item, labour hours, category of work, material costs, other applicable costs, DND and Contractor work order numbers, change-notification document number
- d) DND Task Authorization requisition number, or DND Work Authorization number for Free Flow Work
- e) Engineering or technical support classification (for Repairs, Overhauls, MRP, FSR, TIES, and SITS types of work)
- f) Rates of payment
- g) Number of hours applicable to the Work or Task, if a ceiling price applies (copy of time sheet to support time claimed)
- h) Approved travel and living expenses related to the authorized Work or Task (receipts required)
- i) A copy of the related release documents

2. Invoices must be distributed as follows:

- a) The original and two (2) copies with attachments must be forwarded to the following address for certification and payment:

Department of National Defence
National Defence Headquarters
101 Colonel By Drive, K1A 0K2
Attention: D Mar P 7-4-3

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

7.7.1 Invoicing Instructions - Progress Payment Claim - Supporting Documentation required

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;
- c. a list of all expenses;
- d. expenditures plus pro-rated profit or fee; and
- e. the information listed in Article 7.7 "Invoicing Instruction" – items a to i

Each claim must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses; and
- c. a copy of the monthly progress report

3. The Contractor must prepare and certify one original and two (2) copies of the claim on form [PWGSC-TPSGC 1111](#), and forward it to the Procurement Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.

The Procurement Authority will then forward the original and two (2) copies of the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.

4. The Contractor must not submit claims until all work identified in the claim is completed.

7.8 Certifications and Additional Information

7.8.1 Compliance

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

7.8.2 Federal Contractors Program for Employment Equity - Default by the Contractor

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

7.9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in TBD at time of Contract.

7.10 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 – including all its amendments;
- (b) The supplemental general conditions 1029 (2018-12-06) "Ship Repairs";
- (c) The general conditions 2030 (2018-06-21) "General Conditions - Higher Complexity – Goods";
- (d) The supplemental general conditions 1031-2 (2012-07-16) "Contract Cost Principles"
- (e) Annex "I" – Bidders Questions and Canada's Answers
- (f) Annex "A" – Statement of Work
- (g) Annex "J" – Task Authorization (DND 626 Form), signed Task Authorizations (including all of its appendices, if any)
- (h) Annex "L" – Logistics Statement of Work for Free Flow (Components) for Repair and Overhaul
- (i) Annex "B" – Basis of Payment

- (j) Annex "E" – Insurance Requirements
- (k) Annex "K" – Federal Contractors Program for Employment Equity – Certification
- (l) Annex "C" – Security Requirements
- (m) Annex "H" – Warranty Procedures and Warranty Claim Form
- (n) Annex "F" – Quality Assurance/ Quality Control/ Inspection
- (o) Annex "G" – Reporting Requirements
- (p) Annex "Q" – Electronic Payment Instruments
- (q) Annex "D" – Goods & Services Sources and Subcontractors List
- (r) Annex "N" – The Contractor's bid dated [REDACTED], (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award.*), as clarified on [REDACTED] " *or* ", as amended on [REDACTED] " *and insert date(s) of clarification(s) or amendment(s)*).

7.11 Defence Contract

The Contract is a defence contract within the meaning of the Defence Production Act, R.S.C. 1985, c. D-1, and must be governed accordingly.

Title to the Work or to any materials, parts, work-in-process or finished work must belong to Canada free and clear of all claims, liens, attachments, charges or encumbrances. Canada is entitled, at any time, to remove, sell or dispose of the Work or any part of the Work in accordance with section 20 of the Defence Production Act.

7.11.1 Applicable SACC Manual Clauses

SACC Manual Clause A9062C (2011-05-16) "Canadian Forces Site Regulations", apply to and form part of the Contract.

SACC Manual Clause B1501C (2018-06-21) "Electrical Equipment", apply to and form part of the Contract.

SACC Manual Clause B9028C (2018-06-21) "Access to Facilities and Equipment", apply to and form part of the Contract.

7.11.2 Classified / Sensitive Material

Normally the work will be performed in the Contractor's own place of business or offices. Provision will be made for the Contractor to have access to classified/sensitive material as required. Facilities will be provided as necessary by the TA.

7.11.3 Urgent Requirements

The Contractor must take immediate action to satisfy the urgent requirements of DND, as and when authorized by the PA, provided however, that if such requirements do not comply with the

nature of the work set out in this Contract, the Contractor must first obtain the authorization of the Contracting Authority.

7.12 Foreign Nationals – Canadian Contractor

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

7.13 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex "E". 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.

7.14 Controlled Goods

This Contract does not involve any controlled Goods.

7.15 Limitation of Liability

1. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees.
2. Whether the claim is based in contract, tort, or another cause of action, the Contractor's liability for all damages suffered by Canada caused by the Contractor's performance of or failure to perform the Contract is limited to \$10 million per incident or occurrence to an annual aggregate of \$20 million for losses or damage caused in any one year of carrying out the Contract, each year starting on the date of coming into force of the Contract or its anniversary. This limitation of the Contractor's liability does not apply to:
 - (a) any infringement of intellectual property rights;
 - (b) any breach of warranty obligations; or
 - (c) any liability of Canada to a third party arising from any act or omission of the Contractor in performing the Contract.
3. Each Party agrees that it is fully liable for any damages that it causes to any third party in connection with the Contract, regardless of whether the third party makes its claim against

Canada or the Contractor. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada for that amount.

4. The Parties agree that nothing herein is intended to limit any insurable interest of the Contractor nor to limit the amounts otherwise recoverable under any insurance policy. The Parties agree that to the extent that the insurance coverage required to be maintained by the Contractor under this Contract or any additional insurance coverage maintained by the Contractor, whichever is greater, is more than the limitations of liability described in sub-article (2), the limitations provided herein are increased accordingly and the Contractor shall be liable for the higher amount to the full extent of the insurance proceeds recovered.
5. If, at any time, the total cumulative liability of the Contractor for losses or damage suffered by Canada caused by the Contractor's performance of or failure to perform the Contract, excluding liability described under subsection 2(a), (b), and (c) exceeds \$40 million, either Party may terminate the Contract by giving notice in writing to the other Party and neither Party will make any claim against the other for damages, costs, expected profits or any other such loss arising out of the termination. But, no such termination or expiry of the Contract shall reduce or terminate any of the liabilities that have accrued to the effective date of the termination.
6. The date of termination pursuant to this article, shall be the date specified by Canada in its notice to terminate, or, if the Contractor exercises the right to terminate, in a notice to the Contractor from Canada in response to the Contractor's notice to terminate. The date of termination shall be in Canada's discretion to a maximum of 12 months after service of the original notice to terminate served by either Party pursuant to sub-article 5, above.
7. Canada's notice to the Contractor specifying the date of termination will supersede the provisions of article entitled "Option to Extend Contract" and the Contract will automatically remain in force subject to all of the same terms and conditions until the date of termination and the Contractor agrees that it will be paid in accordance with the applicable provisions as set out in the Basis of Payment, and that the Contractor's liability remains as specified in sub-articles (1) through (4), above.
8. Nothing shall limit Canada's other remedies, including Canada's right to terminate the Contract for default for breach by the Contractor of any of its obligations under this Contract, notwithstanding that the Contractor may have reached any limitation of its liability hereunder.

7.16 Environmental Protection

The Contractor is responsible for ensuring that all work carried out is in compliance with all applicable municipal, provincial, federal and statutory environmental protection laws and regulations.

Prior to the commencement of work, each contractor must have in place an Emergency / Spill Response Plan and also processes and procedures for the identification, management, handling and disposal of all substances, pollutants and material covered by the applicable municipal,

provincial, federal and statutory environmental protection laws and regulations. Copies of all Hazardous Material Disposal Certificates raised whilst completing any work under the scope of the Contract are to be provided to the Contract Authority and Inspection Authority.

Furthermore, additional evidence of compliance with municipal, provincial, federal and statutory environmental laws and regulations is to be forthwith furnished by the Contractor to the Contract Authority upon request.

Failure to comply with any of the above will be, of and by itself, grounds for termination of the contract for default.

7.16.1 Hazardous Waste Disposal – Specific Requirements

The Contractor must dispose of any hazardous waste removed or uncovered in the performance of the Work in accordance with the requirements of the Contract and any applicable law.

7.17 Shipping Instructions

7.17.1 Shipping Instructions (DND) - Canadian-based Contractor

1. Delivery will be FCA Free Carrier at (*Insert the named place, e.g. Contractor's facility*) Incoterms 2010. The Contractor must load the goods onto the carrier designated by the Department of National Defence (DND). Onward shipment from the delivery point to the consignee will be Canada's responsibility.
2. Before shipping the goods, the Contractor must contact the following DND Inbound Logistics Coordination Center by facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 3.
 - a. *Insert the following for all repair and overhaul contracts where the Contractor is located between Kingston inclusive and westward to the Ontario/Manitoba border:*
Inbound Logistics Central Area (ILCA)
Telephone: 1-866-371-5420 (toll free)
Facsimile: 1-866-419-1627 (toll free)
E-mail: ILCA@forces.gc.ca
 - b. *Insert the following for all repair and overhaul contracts where the Contractor is located in Manitoba, Saskatchewan, Alberta, British Columbia, and the National Capital Region inclusive to east of Kingston:*
Inbound Logistics Coordination Center (ILCC)
Telephone: 1-877-877-7423 (toll free)
Facsimile: 1-877-877-7409 (toll free)
E-mail: ILHQOttawa@forces.gc.ca
 - c. *Insert the following for all repair and overhaul contracts where the Contractor is located in Quebec:*
Inbound Logistics Quebec Area (ILQA)

Telephone: 1-866-935-8673 (toll free), or 1-514-252-2777, ext. 4673, 2852
Facsimile: 1-866-939-8673 (toll free), or 1-514-252-2911
E-mail: 25DAFCTrafficQM@forces.gc.ca

- d. *Insert the following for all repair and overhaul contracts where the Contractor is located in Atlantic (New Brunswick, Prince Edward Island, Nova Scotia, Newfoundland and Labrador):*

Inbound Logistics Atlantic Area (ILAA)
Telephone: 1-902-427-1438
Facsimile: 1-902-427-6237
E-mail: BlogILAA@forces.gc.ca

3. The Contractor must provide the following information to the DND Inbound Logistics Coordination Center when arranging for shipment:
 - a. the Contract number, and DND Work or Task authorization number;
 - b. consignee address (for multiple addresses, items must be packaged and labelled separately with each consignee address);
 - c. description of each item;
 - d. the number of pieces and type of packaging (i.e., carton, crate, drum, skid);
 - e. actual weight and dimensions of each piece type, including gross weight;
 - f. full details of dangerous goods/hazardous products, as required for the applicable mode of transportation, signed certificates for dangerous goods/hazardous products as required for shipment by the International Maritime Dangerous Goods Code, the International Air Transport Association regulations or the applicable Canadian [*Transportation of Dangerous Goods Regulations*](#), and a copy of the safety data sheet in English and French.
4. Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labelling, and the marking of each piece with a Transportation Control Number.
5. The Contractor must not ship the goods before receiving shipping instructions from the DND Inbound Logistics contact.
6. If the Contractor delivers the goods at a place and time which are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the Contractor must reimburse Canada any additional expenses and costs incurred.
7. If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either 30 days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or 30 days following the delivery date specified in the Contract, whichever is later.

7.17.2 Shipping Instructions (DND) - Foreign-based Contractors

1. Delivery will be FCA Free Carrier at [REDACTED] (*insert the named place, e.g. Contractor's facility*) Incoterms 2010. The Contractor must load the goods onto the carrier designated by the Department of National Defence (DND). Onward shipment from the delivery point to the consignee will be Canada's responsibility
2. Before shipping the goods, the Contractor must contact the following DND Inbound Logistics Coordination Center by facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 3.

- a. Insert the following when the Contractor is located in the United States (U.S.):
Inbound Logistics Coordination Center (ILCC):
Telephone: 1-877-447-7701 (toll free)
Facsimile: 1-877-877-7409 (toll free)
E-mail: ILHQOttawa@forces.gc.ca

OR

- b. Insert the following when the Contractor is located in United Kingdom (UK) and Ireland:
Inbound Logistics United Kingdom (ILUK):
Telephone: 011-44-1895-613023, or 011-44-1895-613024, or
Facsimile: 011-44-1895-613046
E-mail: CFSUEDetUKMovements@forces.gc.ca

In addition, the Contractor must send to ILUK the completed form "Shipping Advice and Export Certificate" by e-mail to: CFSUEDetUKMovements@forces.gc.ca.

The shipment of any items above the value of 600 GBP (pound sterling) being exported from the United Kingdom and Ireland will be cleared by DND using Her Majesty's Customs & Excise (HMCE) New Export Systems (NES). The Contractor must comply with HMCE requirements by registering with HMCE or by having a freight forwarder complete the entry. A printed copy of the NES entry Export Declaration clearly displaying the Declaration Unique Consignment Reference Number must be provided by the Contractor and attached to the consignment. The Contractor must ensure that this procedure is carried out for all stores whether they be initial purchase or repair and overhaul export items. HMCE will authorize Canadian Forces Support Unit (Europe) to ship the goods only if the procedure has been adhered to completely and properly by the Contractor.

Note: To ensure you receive a reply on any contracting information such as Incoterms etc, always include the e-mail address: ILHQcontract-ILHQcontrat@forces.gc.ca in carbon copy (cc).

OR

- c. Insert the following when the Contractor is located in a country other than Canada, the U.S., the UK and Ireland:
Inbound Logistics Europe Area (ILEA):
Telephone: +49-(0)-2203-908-1807 or 2748 or 5304
Facsimile: +49-(0)-2203-908-2746
Email: ILEA@forces.gc.ca

Note: To ensure you receive a reply on any contracting information such as

Incoterms etc, always include the e-mail address: ILHQcontract-ILHQcontrat@forces.gc.ca in carbon copy (cc).

OR

- d. Insert the following for U.S. Foreign Military Sales (FMS):
Inbound Logistics Coordination Center (ILCC):
Telephone: 1-877-447-7701 (toll free)
Facsimile: 1-877-877-7409 (toll free)
Email: ILHQOttawa@forces.gc.ca

Canada is responsible for the carrier selection for shipments of the goods supplied under this FMS contract. Instructions on how to obtain carrier selection from Canada are contained in U.S. Department of Defense 4000.25-8-M, Military Assistance Program Address Directory, and Canadian Special Instructions Indicator (SII). The Contractor must not ship the goods until the SII has been complied with.

3. The Contractor must provide the following information to the DND Inbound Logistics contact when arranging for shipment:
- a. the Contract number, and DND Work or Task authorization number;
 - b. consignee address (if multiple addresses, items must be packaged and labeled separately with each consignee address);
 - c. description of each item;
 - d. the number of pieces and type of packaging (e.g. carton, crate, drum, skid);
 - e. actual weight and dimensions of each piece type, including gross weight;
 - f. copy of the commercial invoice (in accordance with clause [C2608C](#), section 4, of the [Standard Acquisition Clauses and Conditions Manual](#)) or a copy of the Canada Border Services Agency form CI1 [Canada Customs Invoice](#) (PDF 429KB) – ([Help on File Formats](#));
 - g. [Schedule B](#) codes (for exports) and the Harmonized Tariff Schedule codes (for imports);
 - h. North American Free Trade Agreement Certificate of Origin (in accordance with clause C2608C, section 2) for the U.S. and Mexico only;
 - i. full details of dangerous material, as required for the applicable mode of transportation, signed certificates for dangerous material as required for shipment by the International Maritime Dangerous Goods Code, or International Air Transport Association regulations or the applicable Canadian [Dangerous Goods Shipping Regulations](#) and a copy of the safety data sheet.
4. Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labelling, the marking of each piece with a Transportation Control Number and customs documentation.
5. The Contractor must not ship goods before receiving shipping instructions from the DND Inbound Logistics contact.

6. If the Contractor delivers the goods at a place and time that are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the Contractor must reimburse Canada any additional expenses and costs incurred.
7. If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either 30 days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or 30 days following the delivery date specified in the Contract, whichever is later.

7.17.2.1 Customs Duties - Department of National Defence – Importer

1. As the goods to be supplied under the Contract are defence supplies, customs duties on importation to Canada may be remitted under the Tariff Item Number 9982.00.00 of the Schedule to the *Customs Tariff*.
2. Remission of customs duties payable may be granted under the Tariff Item Number 9982.00.00 when the total contract value of the defence supplies is C\$250,000 or more. This reflects the import value of the goods plus the duty that would be applicable in the absence of the Customs Tariff.
3. The Department of National Defence (DND) will be responsible for prearranging remission on importation or for paying customs duties on importation and applying to Canada Border Services Agency for a refund. DND is also responsible for applying to Public Works and Government Services Canada in good time for the certification required by the Customs Tariff.

7.17.3 Release Documents – Distribution

The Contractor must prepare the release documents in a current electronic format and distribute them as follows:

- a. One (1) copy mailed to consignee marked: "Attention: Receipts Officer";
- b. Two (2) copies with shipment (in a waterproof envelope) to the consignee;
- c. One (1) copy to the Contracting Authority;
- d. One (1) copy to:
 - National Defence Headquarters*
 - Mgen George R. Pearkes Building*
 - 101 Colonel By Drive*
 - Ottawa, ON K1A 0K2*
 - Attention: D Mar P 7-4-3*
- e. One (1) copy to the Quality Assurance Representative;
- f. One (1) copy to the Contractor; and
- g. For all non-Canadian contractors, one (1) copy to:

DQA/Contract Administration
National Defence Headquarters
Mgen George R. Pearkes Building

101 Colonel By Drive
Ottawa, ON K1A 0K2
E-mail: ContractAdmin.DQA@forces.gc.ca.

7.17.5 Applicable SACC Manuals Related to Shipping and Release Documents

SACC Manual Clause C2608C (2019-05-30) "Canadian Customs Documentation", apply to and form part of the Contract.

SACC Manual Clause D5515C (2010-01-11) "Quality Assurance Authority (Department of National Defence) - Foreign-based and United States Contractor", apply to and form part of the Contract.

SACC Manual Clause D5604C (2008-12-12) "Release Documents (Department of National Defence) - Foreign-based Contractor", apply to and form part of the Contract.

SACC Manual Clause D5605C (2010-01-11) "Release Documents (Department of National Defence) - United States-based Contractor", apply to and form part of the Contract.

SACC Manual Clause D5606C (2017-11-28) "Release Documents (Department of National Defence) - Canadian-based Contractor", apply to and form part of the Contract.

SACC Manual Clause D6009C (2017-11-28) "Shipping instructions: Delivery and destination schedules unknown", apply to and form part of the Contract.

7.18 Packaging and Preparation for Delivery

7.18.1 Preparation for Delivery - Canadian Forces Preservation, Packaging and Packing

Note: at contract award, only one option will be selected for inclusion in the resulting Contract.

Option 1

Preservation and packaging must be to level "A" and packing must be to level "A" in accordance with Canadian Forces Packaging Specification D-LM-008-001/SF-001.

Option 2

Preservation and packaging must be to level "B" and packing must be to level "B" in accordance with United States Department of Defense Military Specification MIL-STD-2073-1 (E).

Option 3

Preservation, packaging and packing must be manufacturer's Trade Export Packaging or such packaging of a higher grade as recommended by the British Ministry.

7.18.2 Preparation for Delivery - Canadian-based Contractor

1. Preservation and packaging must be in accordance with the Canadian Forces packaging specification *D-LM-008-001/SF-001*, and must be marked to *D-LM-008-002/SF-001*. Form Level B **Pkg Data Form Req'd** must be in accordance with *D-LM-008-011/SF-001*.

2. Packaging data forms previously approved by Canadian authorities are acceptable.
3. Approved coded packaging data is shown immediately below the description of the item to which it applies. Where no data is shown, the Contractor must submit a packaging data form for approval.

7.18.3 Packaging Requirement using Specifications D-LM-008-036/SF-000 / A-LM-187-001/JS-001

The Contractor must prepare items for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification D-LM-008-036/SF-000 (DND Minimum Requirements for Manufacturer's Standard Pack), and A-LM-187-001/JS-001 (Packaging and Preservation General Procedures).

The Contractor must package items in quantities of one (1) by package.

7.18.4 Preparation for Delivery – United States-based Contractor

1. Preservation and packaging must be in accordance with the current issue of *United States (U.S.) Department of Defense Military Standard MIL-STD-2073* and must be marked to *MIL-STD-129*.
2. Packaging data forms previously approved by U.S. authorities are acceptable.
3. Approved coded packaging data is shown immediately below the description of the item to which it applies. Where no data is shown, the Contractor must submit a packaging data form for approval.

7.18.5 Preparation for Delivery - European Union

The Contractor must prepare the items for preservation and packaging in accordance with NATO Marking and Packaging Standards as contained in the latest issue of TL8100-0101/NATO-4.

The Contractor must use packaging data forms previously approved or contained in NATO-4.

The Contractor must ensure approved coded packaging data is shown immediately below the description of the corresponding item. Where no packaging data is shown, the Contractor must submit a packaging data form for approval.

7.18.6 Identification Markings

All equipment assemblies or components after overhaul or reconditioning must have the original marking information restored and must have the following information added immediately adjacent to the original identification markings or previous reconditioning markings:

- Reconditioner's Identification
- Date of Reconditioning
- Date of expiration of Warranty

- Inspector's stamp/number

When identification markings are required, the Contractor must arrange for their design and manufacture in accordance with the current issue of Canadian Forces Specification D-02-002-001/SG-001. The markings must be affixed to the deliverable end item(s) before delivery.

The Contractor must submit drawings for identification markings for approval through the responsible Department of National Defence Technical Authority at least sixty (60) days before production.

7.18.7 Applicable SACC Manual Clauses Related to Packaging and Delivery

SACC Manual Clause D0018C (2007-11-30) "Delivery and Unloading", apply to and form part of the Contract.

SACC Manual Clause D2000C (2007-11-30) "Marking", apply to and form part of the Contract.

SACC Manual Clause D2001C (2007-11-30) "Labelling", apply to and form part of the Contract.

SACC Manual Clause D2025C (2017-08-17) "Wood packaging materials", apply to and form part of the Contract.

SACC Manual Clause D3010C (2016-01-28) "Delivery of Dangerous Goods/Hazardous Products", apply to and form part of the Contract.

SACC Manual Clause D3015C (2015-04-01) "Dangerous Goods / Hazardous Products - Labelling and Packaging Compliance", apply to and form part of the Contract.

SACC Manual Clause D3016C (2014-09-25) "Preparation for Delivery - Canadian Forces Packaging Specifications", apply to and form part of the Contract.

SACC Manual Clause D6010C (2007-11-30) "Palletization", apply to and form part of the Contract.

7.19 Documentation

All of the Contract Documents are essential parts of the Contract and a requirement occurring in one is binding as though occurring in all. They are intended to be complementary in their description of the Contract Work.

There are no intentional conflicts or omissions in the Contract Documents. In the event of any such conflicts or omissions, the order of precedence shall be as noted in the Contract Form, section on "Priority of Documents".

Clear, complete and current written inspection and test procedures, must be prepared for each inspection operation, including those relating to the assessment of the adequacy of process controls. The Contractor must maintain records of all inspections performed to substantiate conformance to contract requirements.

The Contractor must identify to the IA, on request, those inspection operations for which no written procedures are provided.

The Contractor must ensure that all purchased materiel or services conform to contract requirements. When evidence of conformance depends solely on inspection performed by the Sub-Contractor, the Contractor is responsible to ensure that such evidence is satisfactory. Records of such inspection must form part of the required Contractor records.

All sub-contracts and referenced data must be available for review by the IA.

7.19.1 Purchasing Data

The purchasing document must contain a clear description of the materiel or items ordered including (as applicable):

- The type, class, style, grade or other precise identification
- The title or other positive identification and applicable issue of specifications, drawings, process or inspection requirements, or other relevant technical data, as well as technical, operational and maintenance manuals

7.19.2 Class Certifications

All Classification Society Certifications, and Material Safety Data Sheets (MSDS) for each equipment, where applicable, must be submitted.

7.19.3 Company and Staff Licences & Certifications

All related trades' Certifications pertaining to the Contractor, its sub-contractors and trades persons must be submitted as part of the Response to bid solicitation. These certificates include, but are not limited to:

- A. Volvo certifications for employee at each of the coastal repair facilities
- B. Valid licences to practice as Professional Engineers in Canada

Note: Staff resumes, showing a minimum of two (2) years of experience in the design and engineering of MIL-SPEC RIBS – within the last five years, must be submitted together with their licence to practice as Professional Engineers.

- C. Company Quality Assurance Certification to ISO 9001
- D. CSA Standard (W47.2) for Fusion Welding of Aluminum – as specified in section 4.4.1.2 of the SOW (Annex "A")

7.19.3.1 Welding Certification - Contract

1. The Contractor must ensure that welding is performed by a welder certified by the Canadian Welding Bureau (CWB) for the following Canadian Standards Association (CSA) standard(s): CSA W47.2 (current version), Certification of Companies for Fusion Welding of Aluminum Division 1 or 2.
2. In addition, welding must be done in accordance with the requirements of the applicable

drawings and specifications.

3. Before the commencement of any fabrication work, and upon request from the IA or TA, the Contractor must provide approved welding procedures and/or a list of welding personnel they intend to use in the performance of the Work. The list must identify the CWB welding procedure qualifications attained by each of the personnel listed and must be accompanied by a copy of each person's current CWB certification to CSA welding standards.

7.19.4 Maintenance and Operation Manuals

The Contractor must supply the maintenance and operator manual, for any upgraded, changed or replaced equipment or system that is different from the original, in accordance with the requirements of Annex "A" – Statement of Work.

7.19.5 Technical Reports and Project Management Reports

All technical, project management and contractual reports must be provided as per the requirements of Annex "A" SOW and Annex "G" Reporting Requirements, as the minimum.

7.20 Quality Assurance and Control Provisions

All work is subject to Government Quality Assurance (GQA) performed at the Contractor's or subcontractor's facility, and at the installation site, by the Director of Quality Assurance or its designated QAR.

The Contractor must establish and maintain a Quality Management Program (QMP) that specifically addresses the Contract Work; and, within twenty (20) days after the Notice to Proceed (NTP), submit to QAR for approval. The program must contain provisions for inspection and reporting by QAR of all in-process production activities.

The QA/QC program must, among other things, describe the QA and QC organization, identify key personnel by name, provide contact telephone numbers and contain those elements outlined in the Technical Specification.

QA and QC are solely the responsibility of the Contractor. Inspections, reviews and approvals by QAR and Authoritative Agencies in no way relieve the Contractor of its responsibility to assure the quality and control of Contract Work and the material condition and readiness of the boat for service at Delivery.

7.20.1 Quality Plan

No later than 21 days after the effective date of the Contract, the Contractor must submit for acceptance by the Department of National Defence (DND) a Quality Plan prepared according to the latest issue (at contract date) of ISO 10005:2018 *"Quality management systems - Guidelines*

for quality plans". The Quality Plan must describe how the Contractor will conform to the specified quality requirements of the Contract and specify how the required quality activities are to be carried out, including quality assurance of subcontractors. The Contractor must include a traceability matrix from the elements of the specified quality requirements to the corresponding paragraphs in the Quality Plan.

The documents referenced in the Quality Plan must be made available when requested by PWGSC or DND.

If the Quality Plan was submitted as part of the bidding process, the Contractor must review and, where appropriate, revise the submitted plan to reflect any changes in requirements or planning which may have occurred as a result of pre-contract negotiations.

Upon acceptance of the Quality Plan by DND, the Contractor must implement the Quality Plan. The Contractor must make appropriate amendments to the Quality Plan throughout the term of the contract to reflect current and planned quality activities. Amendments to the Quality Plan must be acceptable to DND.

If the Contract includes the option for software design, development or maintenance of software, the Contractor must interpret the requirements of *ISO 9001:2015 "Quality management systems - Requirements"*, according to the guidelines of the latest issue (at contract date) of *ISO/IEC 90003:2004 "Software engineering - Guidelines for the application of ISO 9001:2000 to computer software"*.

7.20.2 Quality Management System – Requirements

SACC Manual Clause D5540C (2019-05-30), Quality Management System – Requirements (Quality Assurance Code Q)

7.20.3 Inspection and Test Responsibilities

The Contractor is responsible for the performance of all inspection requirements specified herein and must meet the elements of ISO 9001:2015.

Except otherwise specified in the contract, the Contractor may use his own or any facilities acceptable to the Inspection Authority (IA). The IA reserves the right to perform any of the inspections set forth in this statement of work where such inspections are deemed necessary to maintain an effective quality control system to ensure that only acceptable materials are used.

The Contractor must maintain a documented inspection system capable of producing objective evidence that materials conform to contract requirements whether manufactured, processed or procured by the Contractor or from its Sub-Contractors. The Contractor must ensure that essential inspection requirements are determined and satisfied throughout all phases of R&O.

7.20.3.1 Support Test Equipment and Tools

The contractor must furnish all unique equipment, special or general purpose test equipment and tools required for the repair, overhaul and conversion of all items unless agreed to by both parties.

The contractor must maintain the same degree of calibration and fitness of all items, as required by the Original Equipment Manufacturer (OEM) production standards.

7.20.4 Replacement Parts – Condition of Material and Equipment

Unless provided otherwise in the Contract, replacement parts and subassemblies provided by the contractor must be of new and equivalent in fit and function to the Original Equipment Manufacturer (OEM) parts. Replaced parts shall become the property of the contractor with the exception of any media or electronic component that contains Canada's confidential information. This information is to be erased in conjunction with, and with permission of Canada. All Contractor-supplied parts and associated labour must be warranted in accordance with the provisions of the contract.

7.20.5 Inspection and Tests of Components & Material

The Contractor is responsible for ensuring that components and materials used are manufactured, examined, and tested in accordance with this specification and any other tests not specified herein that they normally perform during the course of inspection and repair.

Incoming articles must not be used/processed unless inspected or otherwise ascertained to conform to contract requirements.

7.20.6 Verification of Purchased Materials, Equipment and Processes

The Inspection Authority (IA) reserves the right to verify, at source, that the purchased products and/or processes conform to specified requirements.

The Contractor must include a statement in his sub-contracts to afford the IA the required rights and authority within the Sub-Contractors' premises. The wording of such clauses must be as directed by the IA.

Inspections, tests, measurements, estimates, certifications or other acts or functions performed by a DND Representative are recognized as being for the sole purpose of assisting DND to determine with reasonable assurance that the workmanship, materials, rate of progress and quantities provided comply with the Contract Documents. These acts or functions shall not be used by the Contractor as evidence of effective control of quality, and shall not be construed as relieving the Contractor from its responsibilities for full compliance with the Contract Documents and proper performance of the Contract Work, nor preclude subsequent rejection by DND.

Without limiting the foregoing, the Contractor acknowledges that any inspection of the Contract Work by IA or any failure of the DND Representative to discover materials or workmanship that are not in accordance with the Contract Documents shall not be deemed as acceptance of the Contract Work or materials or as a waiver of the provisions of the Contract Documents. No payment shall be construed as acceptance of any Contract Work or material that is not in compliance with the requirements of the Contract Documents. Approval of any item shall not in any case relieve the Contractor of responsibility for satisfactory installation and operation of any such item.

The Contractor is solely responsible for all QC/QA and for properly preparing and presenting all completed Contract Work for acceptance and for giving adequate notice that the Contract Work in question is complete and ready for inspection. Adequate notice is as required by mutual agreement between the Contractor and the Authoritative Agencies.

7.20.7 Configuration Control and Management

The Work under this contract must reflect the current and complete configuration of the equipment being procured by comparing it against full assembly drawings, and to select the range of spares required to support the system/equipment during an initial period of service, as determined in the SOW (Annex "A"). Upon acceptance of the provisioning documentation by DTICS, the Contractor may be required to provide:

- a. engineering and product support assistance;
- b. engineering, reliability and maintainability data;
- c. modification data, if applicable.

DND certifies that it will adhere to all proprietary and intellectual property rights relating to items identified in this documentation. Questions regarding the preparation, format or contents of the above provisioning documentation must be directed to the PA.

Unless otherwise authorized by the TA, any changes in configuration as the result of contractor errors and/or omissions, on any one of the boats, are to be implemented on all other boats at the cost of the Contractor.

The Contractor must have a system in place for configuration control in order to ensure that all changes in configuration made on any one of the boats is documented and implemented on follow-on boats. Similarly, the system is to provide for implementation of changes in configuration on earlier boats.

In cases where TA determines, in its sole discretion, not to authorize implementation of a change on other boats, the Contractor must show the differences in configuration on As-Built drawings and Bill of Materials for the boats.

Changes in configuration as a result of Change Orders must address implementation on applicable boats. The Contractor must ensure that such changes are implemented on follow-on boats and back fit on earlier boats as provided in the respective Change Order(s).

No alteration or change of materials or fittings specified herein must be permitted without approval of the TA.

7.20.7.1 Configuration Control Plan

The Contractor must have an established, DND approved Configuration Management Program, or submit a Configuration Control Plan, prepared according to the latest issue (at contract date) of the MIL-HDBK-61A - Configuration Management Guidance, within ten (10) calendar days after the effective date of the Contract for acceptance by DND. The Configuration Control Plan must describe how the Contractor will conform to the specified requirements of the Contract and specify how the required configuration identification, control and status accounting of all new and/or modified hardware, firmware, software and documentation will be performed.

If the Configuration Management Plan was submitted as part of the bidding process, the Contractor must review and, where appropriate, revise the submitted plan to reflect any changes in requirements or planning which may have occurred as a result of pre-contract negotiations.

Upon acceptance of the Configuration Control Plan by DND, the Contractor must implement the Configuration Control Plan immediately. The Contractor must make appropriate amendments to the Configuration Control Plan throughout the term of the contract to reflect current and planned configuration activities. Amendments to the Configuration Control Plan must be acceptable to DND.

7.20.8 Performance and Reliability

Equipment, systems and/or vessels repaired or overhauled in accordance with the terms of this contract must be produced to meet the standards of performance and reliability described in applicable engineering orders and test sheets. When such standards are not described or when the standards described are considered by the Contractor to be inadequate, the Contractor must submit the standards of performance and reliability to which he proposes to repair/overhaul the equipment through the QAR to the TA for DND approval.

7.20.9 Proofing and Testing

The Contractor is responsible for the conduct of all examinations and tests required to demonstrate full conformance of the work to contract requirements. The Contractor may use his own or any other inspection facility and service acceptable to the QAR.

7.21 Provisioning

7.21.1 Provisioning Parts Breakdown – Contract

1. The Contractor must, thirty (30) calendar days after the design of a deliverable is accepted by the Technical Authority, provide to the PA a Provisioning Parts Breakdown (PPB) prepared in accordance with the current issue of Canadian Forces Specification D-01-100-214/SF0-000.

Copies of all assembly level drawings and parts lists required to verify the complete and current configuration of the equipment must accompany the PPB. Upon request from the Contractor, the specification will be provided by the Contracting Authority.

2. Supplementary Provisioning Technical Documentation (SPTD), as prepared by the actual manufacturer of the item, is required for the codification and cataloguing of all items listed in the PPB. The SPTD called up in the above specification must be supplied, as detailed in the specification, within twenty (20) working days after receipt of a request from the Director Supply Chain Operations (DSCO). Specific details of the data elements required must be listed on a Provisioning Documentation Selection Sheet, prepared in accordance with the above specification and the PPB, and be submitted in electronic ASCII text format.
3. Final acceptance of the PPB and the SPTD will be made by DSCO. Questions regarding the preparation, format or contents of the above provisioning documentation must be directed to PA.

7.21.2 Data Requirement

SACC Manual Clause B4061C (2008-05-12), "North Atlantic Treaty Organization Codification - Data Requirements".

7.22 Mobile Repair Parties

The Contractor's Mobile Repair Parties must comply with the procedures set forth in the latest issue of the Canadian Forces Technical Order (CFTO) C-02-005-011/AM-000, Mobile Repair Parties Manned by Contractor Personnel.

All matters pertaining to the performance of the Work on the site must be referred to the appropriate Base Technical Services Officer (or to its appointed delegate), who must oversee the conduct of the Work and must when appropriate signify satisfactory completion and acceptance of the Work by signing a copy of Appendices "C" and "D" to the CFTO.

On completion of the Work, the Contractor must provide the Contracting Authority and the PA with a cost breakdown by category including person hours by trade, travel expenses, living expenses, etc. Costs must be all inclusive, and must reflect the actual amount being claimed.

7.23 Warranty

1. Despite inspection and acceptance of the Work by or on behalf of Canada and without restricting any other provision of the Contract or any condition, warranty or provision imposed by law, the Contractor warrants that, for 12 months (or any other period stated in the Contract), the Work will be free from all defects in design, material or workmanship, and will conform to the requirements of the Contract. The warranty period begins on the date of delivery, or if acceptance takes place at a later date, the date of acceptance. With respect to Government

Property not supplied by the Contractor, the Contractor's warranty will extend only to its proper incorporation into the Work.

2. In the event of a defect or non-conformance in any part of the Work during the warranty period, the Contractor, at the request of Canada to do so, must as soon as possible repair, replace or otherwise make good at its own option and expense the part of the Work found to be defective or not in conformance with the requirements of the Contract.
3. The Work or any part of the Work found to be defective or non-conforming will be returned to the Contractor's plant for replacement, repair or making good. However, when in the opinion of Canada it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. In such cases, the Contractor will be paid the fair and reasonable Cost (including reasonable travel and living expenses) incurred in so doing, with no allowance for profit, less an amount equal to the Cost of rectifying the defect or non-conformance at the Contractor's plant.
4. Canada must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant pursuant to subsection 3. The Contractor must pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location directed by Canada.
5. The Contractor must remedy all data and reports pertaining to any correction or replacement under this section, including revisions and updating of all affected data, manuals, publications, software and drawings called for under the Contract, at no cost to Canada.
6. If the Contractor fails to fulfill any obligation described in this section within a reasonable time of receiving a notice, or such shorter time as is deemed appropriate by DND when the defective or non-conforming work is the cause of any emergency or non-emergent inconvenience or difficulty to DND, Canada will have the right to remedy or to have remedied the defective or non-conforming work at the Contractor's expense. If Canada does not wish to correct or replace the defective or non-conforming work, an equitable reduction will be made in the Contract Price.
7. The warranty period is automatically extended by the duration of any period or periods where the Work is unavailable for use or cannot be used because of a defect or non-conformance during the original warranty period. The warranty applies to any part of the Work repaired, replaced or otherwise made good pursuant to subsection 2, for the greater of:
 - a. the warranty period remaining, including the extension, or
 - b. ninety (90) days or such other period as may be specified for that purpose by agreement between the Parties.
8. If Canada chooses not to have the defective Work repaired or replaced at the Contractor's facility, then:
 - a. the Contractor must replace or make good the defective Work at such location as the Contracting Authority may specify and Canada will pay the actual Cost incurred in so doing (including reasonable traveling and living expenses) with no allowance by way

- of overhead or profit, less a sum equivalent to the Cost of making good the defective Work had it been made good at the Contractor's facility; or
- b. at Canada's option, Canada may have the defective Work repaired or replaced elsewhere, and the Contractor must pay Canada such sums as are equivalent to the Cost of supplying the necessary part or parts and doing the Work at the Contractor's facility.
9. The warranty provided for in this clause does not apply with respect to defects in the Vessel, including defects in performance, which are caused by:
- a. Canada not complying with the Contractor's reasonable instructions for the operation, maintenance and repair of the Vessel;
 - b. alterations by Canada to the Vessel which are not approved by the Contractor, provided that approval is not unreasonably withheld; and
 - c. damage and defects arising from the negligence of any person employed on board the Vessel during the warranty period, except the negligence of the Contractor or its representative.
10. The Contractor must transfer to Canada all warranties on work supplied or held by the Contractor which exceed the warranty period indicated above, and the Contractor must exercise any such rights and warranties on behalf of Canada.
11. All claims by Canada pursuant to this section will be made in accordance with the Warranty Claim detailed in Annex "H" and its Appendix 1.

7.23.1 Warranty Deficiencies and Remedies

"Warranty Deficiencies" include any deficiency, imperfection, fault, inferiority or defect in the workmanship, materials and design of the Contract Work or the fitness of the Vessel with respect thereto, or the failure of Contractor's workmanship, materials or design to meet the terms of the Contract Documents. "Correction Period" shall mean a period of twelve (12) months from the Delivery plus any extension provided for by the Contract, if any; provided such Correction Period shall not be a limitation on warranties reserved by or granted to DND under this Article.

Notwithstanding any action or inaction by DND or any of the Authoritative Agencies in connection with the contracted Work, if at any time within the Correction Period there shall appear, arise, exist or occur any Warranty Deficiency, whether or not actually discovered by DND during the Correction Period, said Warranty Deficiency must be corrected, at the Contractor's expense, to comply with the requirements of the Contract Documents; provided, however, the Contractor shall not be responsible for the cost of correcting any deficiency to the extent that such deficiency is due to ordinary wear and tear.

At the discretion of DND, any work required to be performed by the Contractor pursuant to the provisions of this Article must be carried out:

- a) At the Contractor's facility, unless impractical

- b) At the Vessel's location, when in the opinion of Canada it is not expedient to remove the Work from its location

Notwithstanding the foregoing, DND reserves the right to independently arrange to have Warranty Deficiencies corrected at sea or by another shipyard or ship repair yard at any port satisfactory to DND. Such correction shall apply only in cases where DND has provided the Contractor with prior written notice of its intent to so correct the Warranty Deficiency and the Contractor has failed to repair the problem within a reasonable time of the date of that notice, or such shorter time as is deemed appropriate by DND when the Warranty Deficiency is the cause of any emergency or non-emergent inconvenience or difficulty to DND.

7.23.2 Manufacturer's Warranty

Manufacturer's warranty for items installed (e.g. new engines, overhauled engines, instruments and any other new components) must be in accordance with the contract. The Contractor must give to the DND said warranty for each boat.

Unless otherwise specified, the warranty period begins on the date of delivery, or if acceptance takes place at a later date, the date of acceptance – not the date it is completed at the repair facility.

It should be noted that it is possible some overhauled boats could be held in storage by DND or the Contractor prior to being put into service. In such case, unless otherwise specified by the TA, it is the Contractor's responsibility to winterize all overhauled boats prior to shipment or storage, regardless of the time of year that the boat is shipped. Boats that are being repaired (rather than fully overhauled), and are known to be immediately returned to DND's end user for service, are to be winterized according to the season.

7.24 Contract Kick-off Meeting

Within five (5) working days of the receipt of the contract, the Contractor must contact the Contracting Authority to confirm the scheduling and agenda of the Contract Kick-off meeting. The meeting will be held at the Contractor's facility. Cost of holding the meeting must be included in the price of the bid. Please note that the travel and living expenses for Government Personnel will be arranged and paid for by Canada.

7.25 Progress Meetings and Technical Meetings

1. Progress meetings, chaired by the Contracting Authority, must be scheduled at least once every six (6) months or once every three (3) months at maximum, to take place at the Contractor's facility, at least once a year; the remaining scheduled meetings may be conducted via telecoms. Department of National Defence's attendees at these meetings, as a minimum, will be the PA, TA and the NDQAR representative. Contractor's attendees at these meetings will, as a minimum, be the Contract (Project) Manager, the Production Manager (Superintendent) and the QA Manager. Progress meetings will generally incorporate technical meetings to be chaired by the Technical Authority.

The draft agenda must be provided by the Contractor with a copy to the Contracting Authority, IA, TA and the NDQAR representative approximately five (5) working days prior to each meeting for review by attendees and request for additions. The final agenda must be provided at the meeting by the Contractor.

The Contracting Authority will record the minutes of all meetings, and include as a minimum discussion items, records of decisions, all action items, risk items, and a record of conclusions reached at the Technical Meetings. The Contracting Authority will distribute a draft of all minutes to the Contractor, PA, IA, TA, and the NDQAR representative for review and comment of Canada prior to issuing the final version. The Minutes must be signed as accepted by the Contractor, Contracting Authority, PA, IA, TA and the NDQAR representative once comments are incorporated to the satisfaction of the Contracting Authority.

2. Technical Meetings shall be held as required at the Contractor's facility and chaired by the TA. Attendees will be the Contractor Representatives, the Contracting Authority, IA, TA and the NDQAR representative if required. The Minutes must be signed as accepted by the Contractor and the TA once comments are incorporated to the satisfaction of the TA.
3. Wherever possible, the Progress Review and Technical Review Meetings shall be held together and co-chaired by the Contracting Authority and the TA. The minutes of these meetings must be signed as accepted by the Contractor, Contracting Authority and the TA once comments are incorporated to the satisfaction of the Contracting Authority.

7.26 Contractor Facilities

The Contractor must maintain the following two main facilities, one on each coast (as detailed in Annex "A" (SOW), section 4.2.1 on Location), available to perform Work under this Contract throughout the Contract term, as extended from time to time:

Name and Address of Facilities:

- A) West Coast: _____
B) East Coast: _____

The Contractor must also maintain access to facilities, in the following six (6) locations, to perform minor repair work under this Contract throughout the term of the Contract, as extended from time to time. Name and Address of Facilities are:

- 1) Quebec: _____
- 2) Ontario: _____
- 3) New Brunswick: _____
- 4) Prince Edward Island: _____
- 5) Newfoundland and Labrador: _____
- 6) One of the three Prairie Provinces:
 - a. Alberta: _____
 - b. Manitoba: _____
 - c. Saskatchewan: _____

7.27 Travel and Living Expenses

Allowances and methods of payments for Travel and Living Expenses are detailed in Annex "B" – Basis of Payment.

7.28 Government Furnished Materiel

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

Upon delivery of any item of GFM to its premises or to any other location specified by the Contractor, the Contractor must forthwith inspect it in accordance with the Quality Assurance program for defects or deficiencies and, in the event such are discovered, must, inform the Contracting Authority. The Contracting Authority and the Contractor must jointly determine corrective measure to be taken by either party or the consequences, if any, to the Contract Delivery Date and the Contract Price. Should the Contractor proceed without guidance from the Contracting Authority, any costs incurred, and loss of GFM shall be at the Contractor's expense.

Any and all loss or damage to GFM while it is in the possession of, or otherwise under the control of, the Contractor is the responsibility of the Contractor. GFM is "government issue" within the meaning of section 16 of the Defence Production Act and the Contractor must maintain it free of all claims, liens, charge and encumbrances. The Contractor must repair or replace at its own expense GFM that is damaged or lost while in the Contractor's care.

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

7.28.1 Surplus Government Property

SACC Manual Clause L5001C (2008-05-12), "Surplus Government Property".

Solicitation No. - N° de l'invitation
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W8482-105079

Amd. No. - N° de la modif.
File No. - N° du dossier
041MD.W8482-195079

Buyer ID - Id de l'acheteur
041MD
CCC No./N° CCC - FMS No./N° VME

Annex “A”
Statement of Work (SOW)

Annex “A” is provided at the end of this Solicitation Document.

Annex "B"

Basis of Payment

1. Basis of Payment for Performance of Work

A) Contractor, Affiliates and Subcontractors Performing Work at the Eight Main Facilities

Firm hourly rates must be used to price work performed by the Contractor, affiliates (as defined in the Canada Business Corporations Act) of the Contractor and by subcontractors performing work, in accordance with the Contract under a Work or Task Authorization, at any of the eight (8) facilities listed in Article 7-26 (Contractor Facilities). The firm hourly rates are specified hereinafter in Section 5 "Basis of Payment – Contract Firm Hourly Rates".

The firm hourly rates, to be applied, are those in effect at the time of the Work or Task Authorization is entered into.

For pricing of each Work or Task Authorization the firm hourly rates apply to the actual hours worked, plus an initial half hour minimum charge calculated from the time the Contractor's technician arrives on-site. All additional chargeable time, over and above the first half hour, will be rounded to the nearest quarter hour. There will be no adjustment to the price for a firm price Work or Task Authorization, and ceiling price Task Authorizations will be limited to a maximum of the ceiling price.

The firm hourly rates, are all inclusive (including, without limitation, the cost of labour, fringe benefits, general and administrative expenses, profit and overhead). Clerical, financial, contract management and administrative support are included in the hourly rates. Customs duties are included and GST and/or HST is extra, if applicable.

Any relocation expenses incurred by the Contractor as a consequence of satisfying the Contract are not reimbursable by Canada.

Work performed by the Contractor, affiliates (as defined in the Canada Business Corporations Act) of the Contractor and by subcontractors performing Work at any of the eight facilities listed in the Contract at Article 7-26 must be priced at the firm hourly rates specified hereinafter in Section 5 "Basis of Payment – Contract Firm Hourly Rates", with no mark-up to the Contractor.

Parts, and material used in the performance of work are reimbursable by Canada, as permitted by Section 2 of this Annex.

B) Other Subcontracts for Performance of the Work

All subcontract costs must be pre-approved by the Contracting Authority. For Work performed by subcontractors other than affiliates of the Contractor and other than the subcontractors performing work at any of the eight (8) facilities listed in Article 7-26, the Contractor will be paid the laid down cost of the subcontracted work plus mark-up of 10 percent.

The mark-up rate will remain firm for the term of the Contract and any subsequent amendments.

2. Basis of Payment for Materiel and Replacement Parts

A) Contractor

The prices of material and replacement parts are subject to the Contractor's certification in the Contract as to price. Materiel and replacement parts will be charged to Canada at the lower of list price and most favoured customer price (or other lower price to which the Contractor's certification relates) plus transportation at cost (if applicable) for material and replacement parts supplied by the contractor.

The Contractor shall not be entitled to charge any mark-up for parts supplied by its affiliates, or subcontractors performing work at any of the eight (8) facilities identified in the Article 7-26.

The Contractor shall also provide a discount against all such prices of TBD at Contract percent. The discount shall remain firm for the term of the Contract and any subsequent amendments.

The cost of Maintenance and Operation Manual, associated with any newly changed or replaced equipment deferring from the original, for which such a Manual exists, must be included.

B) Affiliates and Subcontractors Performing Work at all Eight Facilities

Materiel and replacement parts supplied by any affiliate of the Contractor and by subcontractors performing Work at any of the main eight (8) facilities listed in Article 7-26, must be charged to Canada at the affiliates' or subcontractors' list price plus transportation at cost (if applicable).

The Contractor shall not be entitled to charge any mark-up for parts supplied by its affiliates, or subcontractors performing work at any of the eight (8) facilities identified in the Contract.

The Contractor shall also provide a discount against prices for material and replacement parts supplied by affiliates, of TBD at Contract percent. The discount will remain firm for the term of the Contract and any subsequent amendments.

C) Other Subcontractors

Materiel and replacement parts supplied by other suppliers (i.e. Suppliers other than those described in A and B, above) including commercial off the shelf parts, must be supplied at the Contractor's laid-down cost of acquiring same, including transportation (if applicable) plus mark-up of 10 percent. All prices for parts and materiel are to be FCA destination. Customs duties are included, and Goods and Services Tax and/or Harmonized Sales Tax (GST/HST) is extra, if applicable.

The mark-up rate will remain firm for the term of the Contract and any subsequent amendments.

3. Basis of Payment for Reusable Containers

The Contractor must inspect, repair and/or repaint reusable metal or wooden containers. If a requirement to repair, replace or provide a reusable container or other packaging materiel has been

identified, it will become a charge against the R&O contract at a negotiated rate shown in the "basis of payment" and on the repair work order.

4. Basis of Payment for Travel and Living Expenses

Contractor personnel may be required to travel to NDHQ or other military establishments, to other Contractor's plants, and to other locations within Canada as may be designated by the TA. All travels require prior written approval from the PA.

At such time the Contractor personnel may be provided service transportation and, on a cost reimbursable basis, accommodation and messing equivalent to that of an officer in the Canadian Forces.

If service transportation, accommodation and messing is not provided, the Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle and incidental expense allowances specified in Appendices B, C and D of the National Joint Council Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travels.

All travel must have the prior authorization of the Procurement and Contracting Authorities. All payments are subject to government audit.

There will be no travel time or travel and living expenses payable for services rendered within 75 kilometres from where the Work will be performed.

For services rendered further than 75 kilometres from where the Work is performed, the Contractor will be paid its actual travel time in accordance with the hourly rates detailed below.

5. Basis of payment – Contract Firm Hourly Rates

The Contractor will be paid firm hourly rates that are tabulated in the six Tables, herein, for Years 1 to 3 and the Option Years 1 to 3 applicable to this Contract.

Legends and definitions applicable to the Pricing Tables hereinafter:

*Regular time**: is defined as an 8 hours work day.

*Overtime 1***: is defined as time in excess of the regular time

*Overtime 2****: is defined as Sundays and Statutory Holidays. (Premium overtime)

Note: No premium overtime work will be charged to this Contract unless authorized in Writing by the Contracting Authority prior to the commencement of the Work. Such written Authorization will be a condition precedent for payment of the rate or rates specified herein for Premium overtime work. The Contractor will submit to the Contracting Authority a report with respect to the premium overtime work.

Year 1 – FY 20/21

Labour Category	Firm Hourly Rates		
	Regular Time*	Over Time 1**	Over Time 2*** (premium)
Level I – Marine Engineer	\$_____/hr	\$_____/hr	\$_____/hr
Level II – Mechanic	\$_____/hr	\$_____/hr	\$_____/hr
Level III – Technician	\$_____/hr	\$_____/hr	\$_____/hr

Year 2 – FY 21/22

Labour Category	Firm Hourly Rates		
	Regular Time*	Over Time 1**	Over Time 2*** (premium)
Level I – Marine Engineer	\$_____/hr	\$_____/hr	\$_____/hr
Level II – Mechanic	\$_____/hr	\$_____/hr	\$_____/hr
Level III – Technician	\$_____/hr	\$_____/hr	\$_____/hr

Year 3 – FY 22/23

Labour Category	Firm Hourly Rates		
	Regular Time*	Over Time 1**	Over Time 2*** (premium)
Level I – Marine Engineer	\$_____/hr	\$_____/hr	\$_____/hr
Level II – Mechanic	\$_____/hr	\$_____/hr	\$_____/hr
Level III – Technician	\$_____/hr	\$_____/hr	\$_____/hr

Option Year 1 – FY 23/24

Labour Category	Firm Hourly Rates		
	Regular Time*	Over Time 1**	Over Time 2*** (premium)
Level I – Marine Engineer	\$_____/hr	\$_____/hr	\$_____/hr
Level II – Mechanic	\$_____/hr	\$_____/hr	\$_____/hr
Level III – Technician	\$_____/hr	\$_____/hr	\$_____/hr

Option Year 2 – FY 24/25

Labour Category	Firm Hourly Rates		
	Regular Time*	Over Time 1**	Over Time 2*** (premium)
Level I – Marine Engineer	\$_____/hr	\$_____/hr	\$_____/hr
Level II – Mechanic	\$_____/hr	\$_____/hr	\$_____/hr
Level III – Technician	\$_____/hr	\$_____/hr	\$_____/hr

Option Year 3 – FY 25/26

Labour Category	Firm Hourly Rates		
	Regular Time*	Over Time 1**	Over Time 2*** (premium)
Level I – Marine Engineer	\$_____/hr	\$_____/hr	\$_____/hr
Level II – Mechanic	\$_____/hr	\$_____/hr	\$_____/hr
Level III – Technician	\$_____/hr	\$_____/hr	\$_____/hr

5.1 Description of Qualifications Applicable to Labour Categories:

Level I Marine Engineer/Technician: An Engineer or Technician with a degree/diploma in marine or mechanical engineering with the commensurate experience (minimum two (2) years) in the technical aspects of the construction and/or maintenance/repair of rigid hull inflatable boats. This individual(s) would be responsible for determining solutions and assessing their impact to the boat and overall boat performance characteristics. Depending upon bidder's internal organization, it is likely this individual or the Naval Architect would maintain the TDP and Configuration Management aspects post construction. Furthermore, depending on bidder's internal organization, this individual would likely provide technical oversight and assessments for all requested work.

Level II Mechanic/Technician: A mechanic with appropriate provincial certification(s) and, where required, OEM certification, and the commensurate experience (minimum two (2) years) in conducting construction and/or maintenance/repair of rigid hull inflatable boats. This category could include certified welders. This individual(s) would be responsible for conducting the modifications work on the boat.

Level III Technician: Possess a minimum 2 year technical program diploma offered by a recognized technical institute or certified as a technician or technologist by a recognized provincial licensing body in a relevant field.

Appendix – 1 to ANNEX “B” – Financial Bid Presentation

The Bidder's Financial Bid, completed and submitted in this Appendix, as part of their Bid Package, will be evaluated, and will form the basis of payment for the resulting Contract – to be included in Annex “B” in:

- Section 2: Basis of Payment for Materiel and Replacement Parts
- Section 5: Basis of payment – Contract Firm Hourly Rates

In the event that more than one bidder has the same hourly rate total and meets all the mandatory technical requirements, ***the bidder who provides the best discount to Canada for materials and replacement parts will be recommended for Contract award.***

1. Contractor Discount – Material & Replacement Parts

The prices of material and replacement parts are subject to the Contractor's certification in the Contract as to price. Materiel and replacement parts will be charged to Canada at the lower of list price and most favoured customer price (or other lower price to which the Contractor's certification relates) for material and replacement parts supplied by the Contractor and any affiliate of the Contractor, at list price. The Contractor must also provide a discount against all such prices.

Therefore, the Bidder must provide a discount against prices for material and replacement parts of percent – to be applied to Annex “B”, Section 2 (Basis of Payment for Materiel and Replacement Parts), sub-sections A and B.

2. Labour Rates

Using the Financial Evaluation Example, in section 3 of this Appendix, Bidders must complete the six (6) Tables, here in this section, with their Hourly Labour Rate Bid Prices.

Legends and definitions:

Regular time:* is defined as an 8 hours work day.

*Overtime 1**:* is defined as time in excess of the regular time.

*Overtime 2***:* is defined as Sundays and Statutory Holidays. (Premium overtime)

Note: No premium overtime work will be charged to this Contract unless authorized in Writing by the Contracting Authority prior to the start of the Work. Such written Authorization will be a condition precedent for payment of the rate or rates specified herein for Premium overtime work. The Contractor must submit, to the Contracting Authority, a report with respect to the premium overtime work.

2.1 Year 1 – FY 20/21

Row	A	B	C	D	E	F
Column	Labour Category	Regular Time*	Over Time 1**	Over Time 2*** (premium)	Total	Avg
1	Level I Marine Eng.	\$_____/hr	\$_____/hr	\$_____/hr	=B1+C1+D \$_____/hr	=E1/3 \$_____/hr
2	Level II Mechanic	\$_____/hr	\$_____/hr	\$_____/hr	=B2+C2+D \$_____/hr	=E2/3 \$_____/hr
3	Level III Technician	\$_____/hr	\$_____/hr	\$_____/hr	=B3+C3+D \$_____/hr	=E3/3 \$_____/hr

2.2 Year 1 = (F1 + F2 + F3) / 3 = \$_____/hr (Avg. Rate for Y1)

2.3 Year 2 – FY 21/22

Row / Column	A	B	C	D	E	F
	Labour Category	Regular Time*	Over Time 1**	Over Time 2*** (premium)	Total	Avg
1	Level I Marine Eng.	\$_____/hr	\$_____/hr	\$_____/hr	=B1+C1+D \$_____/hr	=E1/3 \$_____/hr
2	Level II Mechanic	\$_____/hr	\$_____/hr	\$_____/hr	=B2+C2+D \$_____/hr	=E2/3 \$_____/hr
3	Level III Technician	\$_____/hr	\$_____/hr	\$_____/hr	=B3+C3+D \$_____/hr	=E3/3 \$_____/hr

2.4 Year 2 = (F1 + F2 + F3) / 3 = \$_____/hr (Avg. Rate for Y2)

2.5 Year 3 – FY 22/23

Row / Column	A	B	C	D	E	F
	Labour Category	Regular Time*	Over Time 1**	Over Time 2*** (premium)	Total	Avg
1	Level I Marine Eng.	\$_____/hr	\$_____/hr	\$_____/hr	=B1+C1+D \$_____/hr	=E1/3 \$_____/hr
2	Level II Mechanic	\$_____/hr	\$_____/hr	\$_____/hr	=B2+C2+D \$_____/hr	=E2/3 \$_____/hr
3	Level III Technician	\$_____/hr	\$_____/hr	\$_____/hr	=B3+C3+D \$_____/hr	=E3/3 \$_____/hr

2.6 Year 3 = (F1 + F2 + F3) / 3 = \$_____/hr (Avg. Rate for Y3)

2.7 Option Year 1 – FY 22/24

Row / Column	A Labour Category	B Regular Time*	C Over Time 1**	D Over Time 2*** (premium)	E Total	F Avg
1	Level I Marine Eng.	\$_____/hr	\$_____/hr	\$_____/hr	=B1+C1+D \$_____/hr	=E1/3 \$_____/hr
2	Level II Mechanic	\$_____/hr	\$_____/hr	\$_____/hr	=B2+C2+D \$_____/hr	=E2/3 \$_____/hr
3	Level III Technician	\$_____/hr	\$_____/hr	\$_____/hr	=B3+C3+D \$_____/hr	=E3/3 \$_____/hr

2.8 Option Year 1 = (F1 + F2 + F3) / 3 = \$ ____/hr (Avg. Rate for OY1)

2.9 Option Year 2 – FY 24/25

Row / Column	A Labour Category	B Regular Time*	C Over Time 1**	D Over Time 2*** (premium)	E Total	F Avg
1	Level I Marine Eng.	\$_____/hr	\$_____/hr	\$_____/hr	=B1+C1+D \$_____/hr	=E1/3 \$_____/hr
2	Level II Mechanic	\$_____/hr	\$_____/hr	\$_____/hr	=B2+C2+D \$_____/hr	=E2/3 \$_____/hr
3	Level III Technician	\$_____/hr	\$_____/hr	\$_____/hr	=B3+C3+D \$_____/hr	=E3/3 \$_____/hr

2.10 Option Year 2 = (F1 + F2 + F3) / 3 = \$ ____/hr (Avg. Rate for OY2)

2.11 Option Year 3 – FY 25/26

Row / Column	A Labour Category	B Regular Time*	C Over Time 1**	D Over Time 2*** (premium)	E Total	F Avg
1	Level I Marine Eng.	\$_____/hr	\$_____/hr	\$_____/hr	=B1+C1+D \$_____/hr	=E1/3 \$_____/hr
2	Level II Mechanic	\$_____/hr	\$_____/hr	\$_____/hr	=B2+C2+D \$_____/hr	=E2/3 \$_____/hr
3	Level III Technician	\$_____/hr	\$_____/hr	\$_____/hr	=B3+C3+D \$_____/hr	=E3/3 \$_____/hr

2.12 Option Year 3 = (F1 + F2 + F3) / 3 = \$ ____/hr (Avg. Rate for OY3)

2.13 Total Value (Overall Avg. Rate) = 2.2 (Year 1) + 2.4 (Year 2) + 2.6 (Year 3) + 2.8 (Option Year 1) + 2.10 (Option Year 2) + 2.12 (Option Year 3) = \$ ____/hr

3. Financial Evaluation Example

All amounts in this example are fictitious and used as an example only.

For evaluation purposes the rates by level will be added together to determine an average hourly rate. Then, the average hourly rates will be added together to determine the overall average as per the Example:

Labour Category	Firm Hourly Rates		
	Regular Time*	Over Time 1**	Over Time 2***
Level I – Marine Engineer	\$80.00/hr	\$100.00/hr	\$120.00/hr
Level II – Mechanic	\$45.00/hr	\$65.00/hr	\$85.00/hr
Level III – Technician	\$40.00/hr	\$60.00/hr	\$80.00/hr

Level I: The rates for the regular and overtime hours will be added together and divided by three (3).
For example: $\$80.00 + \$100.00 + \$120.00 = \$300.00 / 3 = \$100.00$ (the Total).

Level II: The rates for the regular and overtime hours will be added together and divided by three (3).
For example: $\$45.00 + \$65.00 + 85.00 = \$195.00 / 3 = \65.00 (the Total).

Level III: The rates for the regular and overtime hours will be added together and divided by three (3).
For example: $\$40.00 + \$60.00 + \$80.00 = \$180.00 / 3 = \$60.00$ (the Total).

Once the total of each level is determined, the totals will be added together and divided by three (3) to determine the average rate. For example $\$100.00 + \$65.00 + 60.00 = \$225.00 / 3 = \75.00 . This calculation will be done for each year.

The average rate for each year will be added together to determine the overall average rates.

Annex "C"

Security Requirements

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE No W8482-195079

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid **Designated Organization Screening (DOS)**, issued by the Contract Security Program (CSP) of the Industrial Security Sector (ISS), Public Works and Government Services (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must **EACH** hold a valid **RELIABILITY STATUS**, granted or approved by the CSP/ISS/PWGSC.
3. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of the CSP/ISS/PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:
 - a) Security Requirements Check List (attached in Appendix 1 to this Annex) and the security guide below;
 - b) *Industrial Security Manual* (Latest Edition).

Please refer to the Security Requirement Check List (SRCL), in Appendix 1 of this Annex.

Appendix -1 to Annex “C” – Security Requirement Check List

Appendix – 1 to Annex “C” is provided as a separate attachment to this document.

Note: Page 4 of the document “Security Requirement Check List (SRCL)”, containing Officers’ names, is not included within this Solicitation Document; however, it will be included as part of the resulting Contract documentation.

Annex "D"

Goods & Services Sources and Subcontractors' List

List of subcontractors for labour and material over \$50,000.00 must be included with the Bidder's Proposal, stating the name and address of each subcontractor, and a description (Make, Model No.) of the goods or services to be supplied.

The Bidder must include but not be limited to the list of Equipment, Material and Services as included in Annex "A" Statement of Work, and its Appendices.

ITEM No.	SYSTEMS REQUIREMENT DOCUMENT ITEM	DESCRIPTION (Goods or Services)	Qty	MAKE / MODEL NO. (as applicable)	MANUFACTURER OR SUPPLIER	SUBCONTRACTOR (if applicable)	COST IN \$ CDN

Solicitation No. - N° de l'invitation
W8482-195079/A
Client Ref. No. - N° de réf. du client
W8482-105079

Amd. No. - N° de la modif.
041MD
File No. - N° du dossier
041MD.W8482-195079

Buyer ID - Id de l'acheteur
041MD
CCC No./N° CCC - FMS No./N° VME

ITEM No.	SYSTEMS REQUIREMENT DOCUMENT ITEM	DESCRIPTION (Goods or Services)	Qty	MAKE / MODEL NO. (as applicable)	MANUFACTURER OR SUPPLIER	SUBCONTRACTOR (if applicable)	COST IN \$ CDN

Annex "E"

Insurance Requirements

1. Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified in this Article. 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.

2. Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$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.
- 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 CA. 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.

3. 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 DND 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.
 - 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.

4. Warehouseman's Legal Liability Insurance

1. The Contractor must obtain Warehouseman's Legal Liability Insurance coverage on Government Property, and maintain it in force while under its care, custody or control for storage, in an amount of not less than \$ 300,000.00 per vessel, or \$2,500,000.00 per location based on eight (8) vessels in any one location. The Government's Property must be insured on a Replacement Cost (new) basis.
2. Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to Government Property to ensure that claims are properly made and paid.
3. The following endorsements must be included:
 - a. 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.

- b. Settlement of Claims: The insurance proceeds regarding any loss of or damage to Government Property must be payable to the appropriate party as directed by the Contracting Authority.
- c. Loss Payee: Canada as its interest may appear or it may direct.
- d. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by DND and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

5. All Risk in Transition Insurance

1. The Contractor must obtain on the Government's Property, and maintain in force throughout the duration of the Contract, All Risk Property in Transit insurance coverage for all applicable conveyances while under its care, custody or control, in an amount of not less than \$ 300,000.00 per vessel per shipment. Government Property must be insured on Replacement Cost (new) basis.
2. Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
3. The All Risk Property in Transit insurance must include the following:
 - a. Notice of Cancellation: The Contractor will provide the Contracting Authority at least thirty (30) days prior written notice of any policy cancellation or any changes to the insurance policy.
 - b. Loss Payee: Canada as its interest appears or as it may direct.
 - c. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by DND and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

Annex "F"

Quality Assurance / Quality Control / Inspection

1. Quality Control Plan

As per articles 7.20 and 7.20.1 of this solicitation document, the Contractor must implement and follow the Quality Control Plan (QCP), prepared in accordance with the latest issue (at contract date) of the *ISO 10005:2018 Quality Management – Guidelines for quality plans*, approved by both the IA and the TA.

The QCP must describe how the Contractor will conform to the specified quality requirements of the Contract and specify how the required quality activities are to be carried out, including quality assurance of subcontractors. The Contractor must include a traceability matrix form the elements of the specified quality requirements to the corresponding paragraphs in the QCP.

The documents referenced in the QCP must be made available within two (2) working days as and when requested by the IA. The Contractor must make appropriate amendments to the QCP throughout the term of the Contract to reflect current and planned quality activities. Amendments to the QCP must be acceptable to the IA and TA.

2. Inspection and Test Plan

The Contractor must prepare an Inspection and Test Plan (ITP) comprising of individual inspection and test plans for each specification item of this project in accordance with the Quality Standard and its QCP. The ITP must be submitted to the IA for review and amended by the Contractor to the satisfaction of the IA, when required. Each ITP must contain:

- a) All inspection points identified in the Specification highlighting any mandatory points that must be witnessed by the IA and other "hold" points imposed by the Contractor to ensure the quality of the work.
- b) Milestone delivery date for the ITP is given in the Contract however individual ITPs should be forwarded for review as developed.
- c) Coded identification for clearly demonstrating a systematic approach similar to the following Prefixes for Inspections, Tests and Trials (Contractor's system should be defined in its QCP):
 - prefix "1" is a contractor inspection – i.e.: 1H-10-01, 1H-10-02
 - prefix "2" is a contractor post repair test – i.e.: 2H-10-01; and
 - prefix "3" is a contractor post repair test – i.e.: 3H-10-01
- d) Specification items followed by assigned sequence numbers for inspection processes within each Specification item; and
- e) Cross reference to a verification document number.

3. Inspection and Test Plan Criteria

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

1. All ITPs must be prepared by the Contractor in accordance with the above criteria, its quality plan, and must provide the following reference information:
 - a) the ship's name
 - b) DND identification number and OEM serial number
 - c) equipment/system description and a statement defining the parameter which is being inspected
 - d) a list of applicable documents referenced or specified in the inspection procedure
 - e) the inspection, test or trial requirements specified in the specification
 - f) tools and equipment required to accomplish the inspection
 - g) the environmental conditions under which the inspections are to be conducted and the tolerances on the inspection conditions
 - h) a detailed step by step procedure of how each inspection is to be performed, conformance parameters, accept/reject criteria and recording of results, deficiencies found and description of corrective action(s) required;
 - i) name and signature of the person who prepared the plan, date prepared and amendment level; and
 - j) names and signatures of the persons conducting and witnessing the inspection, test or trial.
2. Contractor Imposed Testing:
 - a) Tests and trials in addition to those given in the specification must be approved by the Inspection Authority.
 - b) Amendment actions for the ITPs must be ongoing throughout the refit and reflect the inspection requirements for unscheduled work. Amendments must be submitted as developed, but not less frequent than once every second week.

4. Conduct of Inspection, Test and Trials

1. To enable the IA to certify that the Work has been performed satisfactorily and in accordance with the Contract and specification, the Contractor must schedule, co-ordinate, perform and record all specified tests, trials and demonstrations required.
2. Tests, trials and demonstrations must be conducted in accordance with a logical, systematic schedule which must ensure that all associated components and equipment are proven functional before sub-system demonstrations or testing, and that the sub-systems are proven functional before system demonstration or testing.

3. Where the specification contains a specific performance requirements for any component, equipment, sub-system or system, the Contractor must test each component, equipment, sub-system or system to the satisfaction of the IA to prove that the specified performance has been achieved and that the component, equipment, sub-system or system performs per specification.
4. Where the specification does not contain specific performance requirements of any component, equipment, sub-system or system, the Contractor must demonstrate functionality of such a component, equipment, sub-system or system to the satisfaction of the IA.
5. Inspections must be conducted in accordance with Annex "A" of this bid solicitation, and the ITP, as detailed in article 2 of this Annex, and accepted by the IA.
6. The Contractor is, in all respects, responsible for the conduct of all tests and trials in accordance with the requirements of the Contract in its entirety.
7. The Contractor must provide its own staff or subcontractors to conduct inspections, tests and trials – except where TA or IA personnel may be designated in Annex "A"; in which case, the Contractor must ensure presence of its own staff in support of such inspections, tests and trials.
8. As applicable, the Contractor must ensure that the required conditions stated in the ITP prevail at the commencement of, and for the duration of, each inspection, test and trial.
9. The Contractor must ensure that their personnel, required for equipment operation and records taking, are briefed and available at the start and throughout the duration of the inspections, tests and trials. Tradesmen or Field Service Representatives (FSRs), who may be required to apply minor changes or adjustments in the installation, must be available at short notice.
10. The Contractor must co-ordinate each test, trial and demonstration with all interested parties including the IA, Contracting and TA, regulatory authorities, Classification Society, subcontractors etc. The Contractor must provide the IA and other Crown Authorities with a notice of a minimum of five (5) working days of each scheduled test, trial or demonstration.
11. The Contractor must coordinate the activities of all personnel, taking part in each inspections, tests and trials, and ensure that safe conditions prevail throughout the duration of such inspections, tests and trials.
12. The Contracting Authority and the Inspection/Technical Authority reserve the right to defer starting or continuing with any sea trials for any reasonable cause including but not limited to adverse weather, visibility, equipment failure or degradation, lack of qualified personnel and inadequate compliance with safety standards
13. Unsatisfactory inspection, test and trial results, for which corrective actions cannot be completed during the normal course of the inspection, test or trial, will require the Contractor to establish and record the cause of the unsatisfactory condition to the satisfaction of the IA. Canada representatives may assist in identification where appropriate.
14. In the case of unsatisfactory inspections, tests or trials, the Contractor must identify the cause and the associated corrective action. The Contractor must advise the Contracting Authority and the IA in writing, to obtain approval for the proposed course of action before its undertaking and scheduling a subsequent inspection test or trial.

15. The Contractor must undertake rectification of defects and deficiencies in the Contractor's installation or repair work, as soon as practicable. The Contractor is responsible to schedule such repairs at its own risk and cost.
16. The Contractor must reschedule unsatisfactory inspections after the required repairs have been completed.

5. Inspection, Tests and Trials Process

5.1 Drawings and Purchase Orders

Upon receipt of one (1) copy of each drawing or purchase order, the designated IA will review its content against the provisions of Annex "A". Where discrepancies are noted, the IA will formally advise all concerned, in writing using a Discrepancy Notice. The resolution of any such discrepancy is a matter for consultation between the Contractor and other Government of Canada Authorities.

NOTE: The Inspection Authority (IA) is NOT responsible for the resolution of discrepancies.

5.2 Inspection

Upon receipt and acceptance of the Contractor's Test and Trials Plans, inspection will consist of a number of Inspection Points supplemented by such other inspections, tests, demonstrations and trials as may be deemed necessary by the IA to permit him to certify that the work has been performed in compliance with the provisions of Annex "A".

- A. The Contractor is responsible to notify the designated IA of when the work will be available for inspection, sufficiently in advance, to permit the IA to arrange for the appropriate inspection.
- B. Before carrying out any inspection, the IA must review the requirements for the Work and the acceptance and/or rejection standards to be applied. Where more than one standard or requirement is called upon and they are potentially conflicting, the order of precedence in the Contract will identify the priority.
- C. The IA will inspect the materials, equipment and work throughout the project against the provisions of the Contract and Annex "A"; where non-conformances are noted, appropriate Inspection Non-Conformance Report (NCR) will be issued.
- D. The Contract requires the implementation of a Quality Assurance/Quality Control system. Therefore, the IA must receive a copy of the Contractor's internal inspection report, pertaining to a Work item, before conducting the requested inspection. If third party inspections are required by the Contract (e.g. inspections by a certified CWB 178.2 welding inspector), the reports of these inspections must be received by the IA before the Work is inspected.
- E. Upon inspection, if the Work is determined as unsatisfactory – where it was stated as satisfactory in the documentation sent to the IA before inspection, the IA must issue an Inspection NCR against the Work and another against the failure of the Contractor's QA/QC system.

Annex “G”

Reporting Requirements

The following Project Reports are required in addition to reports detailed in Section 16 of Annex “L” Logistics Statement of Work for Free Flow (Components) for Repair and Overhaul, and Receipt Inspection Report (Section 4.3) of Annex “A” statement of Work:

1. Monthly Maintenance / Work in Progress Report
2. Invoicing and Expenditure Report
3. Periodic Usage Reports
4. Inspection, Test and Trials Reports and Records
5. Inspection Non-conformance report
6. Corrective Action Reports
7. Technical Investigative Reports
8. Contract reports

1. Monthly Maintenance / Work in Progress Report

The Contractor must provide a monthly Work In Progress Report, which must contain the information listed below, for each line-item in two main categories: Items invoiced in the month prior, and Items currently in progress.

- a) Repair Job Number
- b) NSN, Model, DND and OEM Serial Number
- c) DND Work Order Number
- d) Manufacturer Order Number
- e) CO Invoice DRIMIS S/N
- f) Description (to include a brief description of the work to be performed)
- g) Status of work
- h) Facility
- i) Date received/Opened
- j) Date Estimate Submitted
- k) Date Approval Received
- l) Date Shipped Delivered
- m) Invoicing ETA (Expected Time of Arrival)
- n) Comments
- o) Estimated Dollar Value
- p) Invoiced Dollar Value
- q) Total Estimated Dollar Value (for the Currently In-Progress Items)
- r) Total Invoiced Dollar Value (for the items Invoiced in the month before)

2. Monthly Invoicing and Expenditure Reports

The Contractor must provide a monthly Invoicing and Expenditure Report, which must contain the information listed below, and be accompanied by all supporting documents (Materials and sub-contractor invoices, schedules of labour hours, description and details of work to be done and work performed, etc.):

- a) The month for which the repairs are invoiced
- b) Date of the Report
- c) Contract Number, and the applicable Financial code
- d) Contractor's Contact information
- e) DND Contact information
- f) The following data for each Line Item:
 - 1) Line Item number
 - 2) Order number, Model of the vessel, Serial Number, NSN, DND work order number
 - 3) The cost associated with each of Labour Levels 1, 2, and 3
 - 4) The cost associated with Sub Contracts
 - 5) The cost of Materials
 - 6) The cost for shipping
 - 7) Sub Total
 - 8) Applicable Tax
 - 9) Total cost (each line item)
- g) Total Cost for the Invoice (items 3 to 6 above)
- h) Total Value of the Contract (excluding Taxes)
- i) Total Expenditure to Date (excluding Taxes)
- j) Total In-Progress Budget (excluding Taxes) with date indication
- k) Total Budget Remaining (excluding Taxes)
- l) Invoice Number and Amount for each of the applicable Taxes (GST and/or HST)
- m) Total amount of all applicable taxes for the Invoice Report

3. Periodic Usage Report

With respect to Article 7.1.2.3 "Periodic Usage Reports - Contracts with Task Authorizations" in Part 7 of this bid solicitation Document, a detailed and current record of all authorized tasks must be kept, and provided to DND on a monthly basis, for each contract with a task authorization process. This record must contain:

For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title and a brief description of each authorized task;

- iii. the total estimated cost specified in the authorized Task Authorization of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

For all authorized tasks:

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized Task Authorizations; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized Task Authorizations.

4. Inspection, Test and Trials Records and Reports

- A) The Contractor must record the results of each inspection, test or trials; and must maintain files of all completed records.
- B) The Contractor must keep written records of all tests, trials, and demonstrations conducted required by the QA System.
- C) The Contractor may utilize the PWGSC Standards Tests & Trials Record Sheets which can be customized by the Contractor to suit individual test or trial requirements. These record sheets are available from the IA in digital format.
- D) The Contractor's Quality Control (QC) representative, and the FSR when required, must sign as having witnessed the inspection, test or trial; and forward originals of completed inspection records, together with completed test(s) and/or trials sheets to the IA as they are completed.
- E) Quality control, inspection and test records that substantiate conformity to the specified requirements, including records of corrective actions, must be retained by the Contractor for three (3) years from the date of completion or termination of the Contract and must be made available to the QAR and IA upon request.

5. Inspection Non-conformance Report

- a. An Inspection Non-conformance report will be issued for each non-conformance noted by the IA. Each report will be uniquely numbered for reference purposes, describe the non-conformance issue, and will be signed and dated by the IA.
- b. When the non-conformance has been corrected by the Contractor and has been re-inspected and accepted by the IA, the IA will complete the Report by adding an applicable signed and dated notation.

- c. At the end of the project, the content of all Inspection Non-conformance Reports which have not been signed-off by the IA will be transferred to the Acceptance documents before the Inspection Authority's certification of such documents.

6. Corrective Action Reports

Corrective Action Report that identifies the corrective action to remove cause of unsatisfactory inspections, tests or trials must be submitted to the Contracting Authority and to the IA in writing by the Contractor, for approval before undertaking such repairs and scheduling a subsequent inspection test or trial. Such notices must be included in the final records passed to the Contracting Authority and to the IA.

7. Technical Investigative Reports

The Contractor, upon conducting engineering and technical investigation on an "as and when required" authorized by the PA, must report their findings, and related recommendations including the associated cost and time schedule to DND for their consideration.

8. Contract Reports

Contract Reports (CRs) must be used by the Contractor for the purpose of:

- Alerting the TA to actual or potential situations of impact to Contract Price and/or the Contract Time;
- Establishing an early dialogue between the Contractor and DND with regard thereto; and
- Submitting reports of conditions found, and requests for clarification or information.

When the Contractor identifies an item or situation (Situation) that may impact the Contract Time or the Contract Price, the Contractor must: (a) verbally report the Situation to TA within twenty-four (24) hours; and (b) provide a written CR to TA within two (2) days from the date of identification of the Situation.

Failure of the Contractor to submit a timely written Contract Report to report Situations known to the Contractor, or which reasonably should have been known to the Contractor, that could or will impact the Contract Price and/or the Contract Time shall constitute a waiver and release by the Contractor of any claim or right to seek additional compensation or performance time or any adjustment of Contract Price or Contract Time on account of, or due to, such Situation.

DND shall not allow preparation charges for CRs initiated by the Contractor for any reason.

CRs must be submitted to the TA in a mutually agreed format, but must include, at a minimum, the information required herein. Each CR must be entitled "Contract Report", dated, numbered sequentially, and must set forth the following based on the best and most complete information then known or available to the Contractor:

-
- a) The nature of the Situation prompting the report;
 - b) The date on which the Situation was identified for reporting;
 - c) The anticipated direct and consequential effects of the Situation upon the Contract Time or Contract Price, if any;
 - d) Identification of the supplies and/or services which are or may be affected;
 - e) Identification of the Specification, Drawing, or other Contract Document relative to the Situation;
 - f) Details as to the specific physical location of the Situation including specifics about equipment, name, manufacturer, etc.;
 - g) The Contractor's recommended resolution for the reported Situation;
 - h) The names of the individual preparing the Contract Report and the individual responsible for the performance of the work; and
 - i) A realistic "response required" date.

Follow-up status reports of each CR, identified by the original CR number, must be furnished weekly or more frequently as required by the DND Representative. A final follow-up report must be furnished immediately following resolution of each reported Situation.

The submission of a CR shall not constitute a substitute for, and does not relieve the Contractor of any obligations to provide notice, protest, or to take any other action as required under any other provisions of the Contract.

Annex "H"

Warranty Procedures and Warranty Claim Form

The following are the procedures that suit the particular requirements for warranty considerations.

1. Reporting Failures with Warranty Potential

- A. The initial purpose of a report of a failure is to facilitate the decision as to whether or not to involve warranty and to generate action to effect repairs. Therefore in addition to identification, location data, etc. the report must contain details of the defect. Warranty decisions, as a general rule, are to be made locally and the administrative process is to be in accordance with procedures as indicated.
- B. These procedures are necessary as invoking a warranty does not simply mean that the warrantor will automatically proceed with repairs at his expense. A review of the defect may well result in a disclaimer of responsibility; therefore, it is imperative that during such a review the Department is directly represented by a competent TA qualified to agree or disagree with the warrantor's assertions. Since the INSPECTION AUTHORITY (IA) has the closest and most active involvement of the completed contracted work, this agency may assume this role.

2. Procedures

- A. Immediately after it becomes known to the ship's staff that an equipment/system is performing below accepted standards or has become defective, the following procedures for investigation and reporting of the potential warranty issue must be followed:
 - (i) The vessel advises the TA when a defect, which is considered to be directly associated the refit work, has occurred.
 - (ii) On review of the Specification and the Acceptance Document, the TA in consort with Ship's Staff shall complete the Tombstone Data and section 1 of the Warranty Claim Form, and forward the original to the Contractor for review with a copy to the Contracting Authority. If the Contracting Authority or the TA/IA is unable to support warranty action, the Defect Claim Form will be returned to the originator with a brief justification. It is to be noted that in this instance, PWGSC will inform the Contractor of its decision and no further action will be required of the Contractor.

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

- (iii) Assuming the Contractor accepts full responsibility for repair, the Contractor is to complete Section 2 and 3 of the Warranty Claim Form, and return it to the TA or IA (as in paragraph 1.B above); who confirms corrective action has been completed, and will distribute the form to the Contracting Authority, and the PA.

- B. In the event that the Contractor disputes the claim as a warranty defect, or agrees to share the responsibility, the Contractor is to complete Part 2 and 3 of the Warranty Claim Form with the appropriate information and forward it to the Contracting Authority who will distribute copies as necessary.
- C. When a warranty defect claim is disputed by the Contractor, the TA may arrange to correct the defect by in-house resources or by contracting the work out. All associated costs must be tracked and recorded as a possible charge against the contractor by PWGSC action. Material costs and man-hours expended in correcting the defect are to be recorded and entered in Section 5 of the warranty defect claim by the TA who will forward the warranty defect claim to the PWGSC Contracting Authority for action. Defective parts of equipment are to be retained pending settlement of claim.
- D. Defective equipment associated with potential warranty should not normally be dismantled until the Contractor's representative has had the opportunity to observe the defect. The necessary work is to be undertaken through normal repair methods and costs must be segregated as a possible charge against a contractor by PWGSC action.

3. Liability

- A. Agreement between the Contracting Authority, PA, IA, TA and the Contractor will result in one of the following conditions:
 - (i) The Contractor accepts full responsibility for costs to repair or overhaul under the warranty provisions of the contract;
 - (ii) The TA and the PA accept full responsibility for repair and overhaul of item concerned; or
 - (iii) The Contractor, the TA and the PA agree to share responsibility for the costs to repair or overhaul the unserviceable item, in such cases the PWGSC Contracting Authority will negotiate the best possible sharing arrangement.
- B. In the event of a disagreement as in paragraph 2.C, above, PWGSC will take necessary action with the Contractor while the TA and the PA inform the Senior Management of the pertinent data and recommendations.
- C. The total cost of processing warranty claims must include accommodation and travel costs of the Contractor's employees as well as equipment/system down time and operational constraints. Accordingly, the cost to remediate the defect, in man-hours and material, will be discussed between the Contracting/Inspection Authorities, PA and the TA to determine the best course of action.

Solicitation No. - N° de l'invitation
W8482-195079/A
Client Ref. No. - N° de réf. du client
W8482-105079

Amd. No. - N° de la modif.
File No. - N° du dossier
041MD.W8482-195079

Buyer ID - Id de l'acheteur
041MD
CCC No./N° CCC - FMS No./N° VME



Public Works and Government
Services Canada

Travaux publics et Services
Gouvernementaux Canada

**Warranty Claim
Réclamation de Garantie**

Vessel Name – nom de navire	File No. – N°. de dossier	Contract No. – N° de contrat	
Customer Department – Ministère client		Warranty Claim Serial No. Numero de série de réclamation de garantie	
Contractor - Entrepreneur		Effect on Vessel Operations Effet sur des opérations de navire	
		Critical Critique	Degraded Dégradé
		Operational Opérationnel	Non-Operational Non- Opérationnel
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>

1. Description of Complaint – Description de plainte

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Contact Information – Information de contrat

Name – Nom	Tel. No. – N° Tél	Signature – Signature	Date - Date

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

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

Contractor name and signature – Nom et signature de l'entrepreneur

Date of corrective action – Date de mesures correctives

Client name and signature – Nom et signature de client

Date

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

Canada

signature – signature

Date

PWGSC - TPSGC

5. Additional Information – Renseignements supplémentaires

Annex “I”

Bidders Questions and Canada’s Answers

Annex “I” Bidders Questions and Canada’s Answers will be provided as a separate amendment(s) to this Bid Solicitation document, as Questions are raised.

For each question, the Bidders must indicate the Document Name (solicitation, or annex & appendix ID), page number, section number, subsection number, and paragraph ID pertaining to the subject of the question – in order to facilitate receiving the related answers in a timely manner.

Solicitation No. - N° de l'invitation
W8482-195079/A
Client Ref. No. - N° de réf. du client
W8482-105079

Amd. No. - N° de la modif.
File No. - N° du dossier
041MD.W8482-195079

Buyer ID - Id de l'acheteur
041MD
CCC No./N° CCC - FMS No./N° VME

Annex “J”

DND 626 Task Authorization Form

Instructions for completing DND 626 - Task Authorization

Contract no.

Enter the PWGSC contract number in full.

Task no.

Enter the sequential Task number.

Amendment no.

Enter the amendment number when the original Task is amended to change the scope or the value.

Increase/Decrease

Enter the increase or decrease total dollar amount including taxes.

Previous value

Enter the previous total dollar amount including taxes.

To

Name of the contractor.

Delivery location

Location where the work will be completed, if other than the contractor's location.

Delivery/Completion date

Completion date for the task.

for the Department of National Defence

Signature of the DND person who has delegated **Authority** for signing DND 626 (level of authority based on the dollar value of the task and the equivalent signing authority in the PAM 1.4). **Note:** the person signing in this block ensures that the work is within the scope of the contract, that sufficient funds remain in the contract to cover this task and that the task is affordable within the Project/Unit budget.

Services

Define the requirement briefly (attach the SOW) and identify the cost of the task using the contractor's quote on the level of effort. The Task must use the basis of payment stipulated in the contract. If there are several basis of payment then list here the one(s) that will apply to the task quote (e.g. milestone payments; per diem rates/labour category hourly rates; travel and living rates; firm price/ceiling price, etc.). All the terms and conditions of the contract apply to this Task Authorization and cannot be ignored or amended for this task. Therefore it is not necessary to restate these general contract terms and conditions on the DND 626 Task form.

Cost

The cost of the task broken out into the individual costed items in Services.

GST/HST

The GST/HST cost as appropriate.

Total

The total cost of the task. The contractor may not exceed this amount without the approval of DND indicated on an amended

Instructions pour compléter le formulaire DND 626 - Autorisation des tâches

N° du contrat

Inscrivez le numéro du contrat de TPSGC en entier.

N° de la tâche

Inscrivez le numéro de tâche séquentiel.

N° de la modification

Inscrivez le numéro de modification lorsque la tâche originale est modifiée pour en changer la portée.

Augmentation/Réduction

Inscrivez le montant total de l'augmentation ou de la diminution, y compris les taxes.

Valeur précédente

Inscrivez le montant total précédent, y compris les taxes.

À

Nom de l'entrepreneur.

Expédiez à

Endroit où le travail sera effectué, si celui-ci diffère du lieu d'affaires de l'entrepreneur.

Date de livraison/d'achèvement

Date d'achèvement de la tâche.

pour le ministère de la Défense nationale

Signature du représentant du MDN auquel on a délégué le **pouvoir d'approbation** en ce qui a trait à la signature du formulaire DND 626 (niveau d'autorité basé sur la valeur de la tâche et le signataire autorisé équivalent mentionné dans le MAA 1.4). **Nota :** la personne qui signe cette attache de signature confirme que les travaux respectent la portée du contrat, que suffisamment de fonds sont prévus au contrat pour couvrir cette tâche et que le budget alloué à l'unité ou pour le projet le permet.

Services

Définissez brièvement le besoin (joignez l'ET) et établissez le coût de la tâche à l'aide de la soumission de l'entrepreneur selon le niveau de difficulté de celle-ci. Les modalités de paiement stipulées dans le contrat s'appliquent à la tâche. Si plusieurs d'entre elles sont prévues, énumérez ici celle/celles qui s'appliquera/ront à la soumission pour la tâche à accomplir (p.ex. acompte fondé sur les étapes franchies; taux quotidien ou taux horaire établi selon la catégorie de main-d'oeuvre; frais de déplacement et de séjour; prix fixe ou prix plafond; etc.). Toutes les modalités du contrat s'appliquent à cette autorisation de tâche et ne peuvent être négligées ou modifiées quant à la tâche en question. Il n'est donc pas nécessaire de répéter ces modalités générales afférentes au contrat sur le formulaire DND 626.

Prix

Mentionnez le coût de la tâche en le répartissant selon les frais afférents à chaque item mentionné dans la rubrique **Services**.

TPS/TVH

Mentionnez le montant de la TPS/TVH, s'il y a lieu.

Total

Mentionnez le coût total de la tâche. L'entrepreneur ne peut dépasser ce montant sans l'approbation du MDN, formulaire DND

DND 626. The amendment value may not exceed 50% (or the percentage for amendments established in the contract) of the original value of the task authorization. The total cost of a DND 626, including all amendments, may not exceed the funding limit identified in the contract.

Applicable only to PWGSC contracts

This block only applies to those Task Authorization contracts awarded by PWGSC. The contract will include a specified threshold for DND sole approval of the DND 626 and a percentage for DND to approve amendments to the original DND 626. Tasks that will exceed these thresholds must be passed to the PWGSC Contracting Authority for review and signature prior to authorizing the contractor to begin work.

Note:

Work on the task may not commence prior to the date this form is signed by the DA Authority - for tasks within the DND threshold; and by both DND and PWGSC for those tasks over the DND threshold.

626 modifié à l'appui. Le coût de la modification ne peut pas être supérieur à 50 p. 100 du montant initial prévu dans l'autorisation de tâche (ou au pourcentage prévu dans le contrat pour les modifications). Le coût total spécifié dans le formulaire DND 626, y compris toutes les modifications, ne peut dépasser le plafond de financement mentionné dans le contrat.

Ne s'applique qu'aux contrats de TPSGC

Le présent paragraphe s'applique uniquement aux autorisations de tâche accordées par TPSGC. On inscrira dans le formulaire DND 626 un plafond précis qui ne pourra être approuvé que par le MDN et un pourcentage selon lequel le MDN pourra approuver des modifications au formulaire DND 626 original. Les tâches dont le coût dépasse ces plafonds doivent être soumises à l'autorité contractante de TPSGC pour examen et signature avant qu'on autorise l'entrepreneur à débiter les travaux.

Nota :

Les travaux ne peuvent commencer avant la date de signature de ce formulaire par le responsable du MDN, pour les tâches dont le coût est inférieur au plafond établi par le MDN, et par le MDN et TPSGC pour les tâches dont le coût dépasse le plafond établi par le MDN.

Annex "K" to PART 5 of the Bid Solicitation

Federal Contractors Program for Employment Equity – Certification

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

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

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

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

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

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

OR

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

B. Check only one of the following:

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

OR

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

Annex “L”

Logistics Statement of Work

For

Repair and Overhaul Contracts

Including

In and Out of Country Repair

Major Equipment

Accountable Advance Spares

OPI: DMPP 9-6, 17/01/2019

Version No.: 02

Annex “L” is provided as a separate attachment to this document.

Appendix – 1 to Annex “L” – Special Instructions for Repair & Overhaul Contractors

Document No. A-LM-184-001/JS-001

OPI: DMPP 9-6, 2019/08/14

Version No. 6

Appendix – 1 to Annex “L” is provided as a separate attachment to this document.

Annex "M"

Abbreviations

The abbreviations listed below are used within this bid solicitation document and its separately provided Annexes.

ABBREVIATIONS	DEFINITIONS
ADM (Mat)	Assistant Deputy Minister (Materiel)
AIEE	Agreement to Implement Employment Equity
ASS	Accountable Advance Spares
BER	Beyond Economical repair
BMO	Boat Movement Order
CAF	Canadian Armed Forces
CARF	Consignment Authorization and Receipt Form
CCI	Canada Customs Invoice
CF	Canadian Forces
CFM	Contractor Furnished Material
CFSD	Canadian Forces Supply Depot
CFSS	Canadian Forces Supply System
CFTA	Canadian Free Trade Agreement
CFTO	Canadian Forces Technical Order
CIS	Contract Issue Spares
CIV	Certificate Issue Vouchers
CR	Contract Report
CRPA	Contractor repair Parts Account
CRV	Certificate Receipt Vouchers
CSA	Canadian Standard Association
CWB	Canadian Welding Bureau
CYF	Current Year Forecast (fiscal)
DA	Design Authority
DAOD	Defence Administrative Order and Directives

ABBREVIATIONS	DEFINITIONS
DCG	Document Control Group
DDP	Duty Delivery Paid (Incoterm 2010 mode of Transportation)
DDU	Duty Delivery Unpaid (Incoterm 2010 mode of Transportation)
DND	Department of National Defence
DP	Duo Propeller
DQA	Director Quality Assurance
DRMIS	Defence Resource Management Information System
DSCO	Director Supply Chain Operations
DTA	Destination Transportation Agent
EDD	Estimated Delivery date
EIPA	Export and Import Permits Act
EMR	Equipment Master Record
ESDC	Employment and Social Development Canada
ETA	Expected Time of Arrival
FCA	Free Carrier At (Incoterm 2010 mode of Transportation)
FCP	Federal Contractors Program
FIFO	First In / First Out
FOB	Free On Board (Incoterm 2010 mode of Transportation)
FSR	Field Service Representative
FY	Fiscal Year
GFE	Government Furnished Equipment
GFI	Government Furnished Information
GFM	Government Furnished Material
GFOS	Government Furnished Overhaul Spares
GOCC	Government Owned Contractor Custody
GQA	Government Quality Assurance
GRP	Glass Reinforced Plastic
GST	Goods and Services Tax
HPRs	High Priority Requirements
HST	Harmonized Sales Tax

ABBREVIATIONS	DEFINITIONS
IA	Inspection Authority
IAW	In Accordance With
IOR	Immediate Operational Requirement
IRB	Inflatable Rubber Boat
ISO	International Organization for Standardization
ISS	In Support Service
ITAR	International Traffic in Arms regulations
ITP	Inspection and Test Plan (ITP)
LIFO	Last In / First Out
LOGSOW	Logistical Statement of Work
LRA	Local Registration Authority
MA	Material Authorization
MM	Materiel Management
MMR	Materiel Master Record
MRC	Maximum Repair Cost
MRP	Mobile Repair Party
MSDS	Material Safety Data Sheet
NAV	Navigation
NCR	Non-Conformance Report
NDID	National Defence Index of Documentation
NDQAR	National Defence Quality Assurance Region
NICP	National Inventory Control Point
NSN	NATO Stock Number
NYF	Next Year Forecast (fiscal)
OB	Outboard
OCRS	Out of Country Repair Section
OEM	Original Equipment Manufacturer
OTA	Origin Transportation Agent
PA	Procurement Authority
PAM	Procurement Administration Manual

ABBREVIATIONS	DEFINITIONS
P(C)	Type P, Canadian Version
PKI	Public Key Infrastructure
PIF	Pre-Installation Failure
PM	Project Manager
PN	Part Number
PPB	Provisioning Parts Breakdown
PWGSC	Public Works and Government Services Canada
QA	Quality Assurance
QAR	Quality Assurance Representative
QC	Quality Control
QCP	Quality Control Plan
QTO	Quartermaster Transfer Order
RDD	Required Delivery Date
RFP	Request For Proposal
RIB	Rigid (Hull) Inflatable Boat
R&O	Repair & Overhaul
RMA	Repairable Material Account
RMR	Repairable Material Request
RPC	Repair Priority Codes
RR	Repairable Reserve
RSA	Repair Shop Account
SACC	Standard Acquisition Clauses and Conditions
SC	Stock holding Code
SII	Special Instructions Indicator
SITS	Special Investigation and Technical Studies
SLIC	Special Light Insertion Craft
SLOCs	Storage Locations
SM	Supply Manager
SNAPS	Selection Notice and Priority Summary Notice
SNOM	Selection Notice Observation Message

Solicitation No. - N° de l'invitation
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File No. - N° du dossier
041MD.W8482-195079

Buyer ID - Id de l'acheteur
041MD
CCC No./N° CCC - FMS No./N° VME

ABBREVIATIONS	DEFINITIONS
SO	Special Operations
SOW	Statement of Work
SP	Single Propeller
SPTD	Supplementary Provisioning Technical Documentation
SR2-(A)	Sea Rescue 2 (ALPHA Version)
SRD	Stop Repair Delete
SRR	Sea Rescue Response /or/ Stores Removal Request
SRT	Stop Repair Transfer
TA	Technical Authority /or/ Transportation Agent
TAT	Turn Around Time
TCN	Transportation Control Number
TIES	Technical Investigations and Engineering Services
TDP	Technical Data Package
UCC	Uniform Commercial Codes
UCR	Unsatisfactory Condition report
WSBL	Waybill Straight Bill of Lading
WSIB	Work Place Safety and Insurance Board (an Ontario Gov. Agency)

Annex “N”
Contractor’s Bid

Annex “N” will be completed to include the Bid from the selected Bidder as part of the resulting Contract.

Annex "O"

Bid Evaluation Criteria

IMPORTANT OPENING NOTES TO BIDDERS

LISTING EXPERIENCE WITHOUT PROVIDING ANY SUPPORTING DATA, TO DESCRIBE WHERE AND HOW SUCH EXPERIENCE WAS OBTAINED, SHALL RESULT IN YOUR BID BEING DECLARED NON-RESPONSIVE.

FORMAL EDUCATION IS NOT CONSIDERED WORK EXPERIENCE; BUT CO-OPERATIVE WORK TERMS ARE CONSIDERED WORK EXPERIENCE, IF THE PERSON IS EMPLOYED IN A RELATED FIELD.

MANDATORY REQUIREMENTS

To be responsive, the bid proposal must meet all mandatory requirement criteria specified in this solicitation document. Should any of the requirements under this section be omitted from the proposal, the bid proposal will be deemed as non-responsive and will be given no further consideration.

Proposals must include detailed resumes for each proposed resource. The resume must lists the relevant experiences including a brief description and the duration of the work, and the client for whom the work was done.

Only bids with valid certifications are to be evaluated. The onus is on the bidder to execute the certification requirements of the bid solicitation document and to demonstrate that its bid is in compliance.

Canada intends to use the completed matrices, provided in this Annex (Tables O1 and O2) and Annex "P" (Tables P1 and P2) to verify that the required technical information has been provided and meets the stated criteria. In order to substantiate their compliance to each criterion, the Bidder should reference the supporting documents within their Technical Bid, with the document name and number, exact page number(s) and paragraph number(s) where the required substantiation can be found.

Table – O1: Corporate Mandatory Requirements

Item No.	Description of Requirements & References in Solicitation Documents	Objective Evidence Required to Prove Compliance	Bidder's Reference in Bid Documents		Canada's Evaluation	
			Document Title	Section/ Page	Met	Not Met
1	<p>The Bidder must demonstrate proven capability in providing Repair and Overhaul (R&O) services to DND and or Other Government Departments (OGD) Inflatable Rubber Boats (IRBs) and Rigid hulled Inflatable Boats (RIBS) of up to a length of 11m.</p> <p>The work must have been completed within the last 5 years with no less than 50 separate work orders. Ref.: SOW Section 2 Table 1, and Section 4</p>	The Bidder must provide, at the minimum, 50 separate work order invoices within the last 5 years in support of these criteria. The work order invoice must include dates when the work was performed, work description, models of vessels and customers' contact information.				
2	<p>The Bidder must be capable of deploying International Mobile Repair Party (MRP) services for inflatable boats and engine repairs. Ref.: RFP, Part 7, article 7.22, and SOW Section 4.8.4</p>	The Bidder must provide a work order invoice, proving that they have organized an MRP at an International level for an inflatable boat as defined in Table 1 of the SOW. The work order invoice must include the date when the work was performed, work description, models of vessels, customers' contact information and address of facility utilized.				
3	<p>The Bidder must be capable of R&O services for propulsion systems as defined in SOW. Ref.: SOW, Section 4.4.1.3.</p>	The Bidder must provide, at the minimum, 50 separate work order invoices within the last 5 years in support of this criteria which include dates when the work was performed, work description, types of propulsion systems and customers' contact information.				
4	<p>The Bidder must show readiness for emergency/spill response. Ref.: RFP Part 6, article 6.8, Part 7, article 7.16.</p>	The Bidder must submit a copy of their Emergency/Spill Response Plan.				

Item No.	Description of Requirements & References in Solicitation Documents	Objective Evidence Required to Prove Compliance	Bidder's Reference in Bid Documents		Canada's Evaluation	
			Document Title	Section/ Page	Met	Not Met
5	<p>The Bidder must have two facilities: one on each coast of Canada, within 100 km radius from a Canadian Naval Base, and have access to facilities elsewhere in Canada to carry out repairs on the boats.</p> <p>Ref.: RFP, Part 7, article 7.26, and SOW, Sections 4.2.1</p>	<p>The Bidder must confirm in a written attestation the company names and addresses of the facilities that are no further than 100 km radius from CFB Esquimalt and CFB Halifax.</p> <p>The Bidder must also supply at least six (6) sub contracted company names and addresses that can carry out minor repairs in:</p> <ul style="list-style-type: none"> one (1) facility in each of these provinces: Ontario, Quebec, Prince Edward Island, New Brunswick, and Newfoundland, and one (1) facility for all three Prairie Provinces. <p>If any of these facilities are not owned and operated by the Contractor, the Contractor must provide the written acknowledgement from the owner-operator of each of those facilities – addressed to the Contractor – confirming that the facility is under subcontract to the Contractor (with subcontract number) and that the facility will be fully available to the Contractor throughout the term of this Contract, as extended and renewed, for performance of the work of this Contract in accordance with the Contract terms.</p>				
6	<p>The Bidder must display year-round ability to access a body of open water to conduct sea trials on boats listed in the SOW.</p> <p>Ref.: SOW, Sections 4.2.1 and 4.6.4.2</p>	<p>The Bidder must submit a written attestation that their main two facilities that are within 100 km of a CFB, as in item 5 above, have year-round access to open waters within 100 km radius of the coastal facilities – in order to launch and carry out sea trials.</p>				
7	<p>The Bidder must be capable of carrying the required insurance.</p>	<p>The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if</p>				

Item No.	Description of Requirements & References in Solicitation Documents	Objective Evidence Required to Prove Compliance	Bidder's Reference in Bid Documents		Canada's Evaluation	
			Document Title	Section/ Page	Met	Not Met
	Ref.: RFP, Part 6, article 6.4, Part 7, article 7.13, and Annex "E"	awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements.				
8	The Bidder must provide a list of subcontractors. Ref.: RFP, Part 6, article 6.7 and Annex "D".	The bidder must provide a list of subcontracts proposed for labor and/or material – stating the name and address of each subcontractor, and a description (Make, Model No.) of the goods or services to be supplied by each – and whether the subcontractor is an affiliate (as defined in the Canada Business Corporations Act) of the Bidder.				
9	The Bidder must be Quality Assurance certified. Ref.: RFP, Part 7, article 7.20 & 7.20.2, and Annex "F"	The Bidder must submit evidence of both ISO 9001 registration, or equivalent and written evidence of a Quality Assurance Plan.				
10	The bidder must have in place, or have the ability to obtain a viable Quality Control Plan. Ref.: RFP, Part 6, article 6.5, and Part 7, article 7.20.1	The Bidder must provide example of its Quality Control Plan.				
11	The Bidder must provide the required Certifications and related documentation.	The Bidder must provide the following Certifications/related documentation:				
	11.1 Ref.: RFP Document, Part 5, article 5.1.1	Integrity Provisions - Declaration of Convicted Offences				
	11.2 Ref.: RFP, Part 5, article 5.2.1	Integrity Provisions Documentation				
	11.3 Ref.: RFP, Part 5, article 5.2.2, and Annex "K"	Federal Contractors Program for Employment Equity Certification – Bid Certification				
	11.4 Ref.: RFP, Part 5, article 5.2.3.1	Workers Compensation Certification – Letter of Good Standing				
	11.5 Ref.: RFP, Part 5, article 5.2.3.4	Valid Labour Agreement documents				

Item No.	Description of Requirements & References in Solicitation Documents		Objective Evidence Required to Prove Compliance	Bidder's Reference in Bid Documents		Canada's Evaluation	
				Document Title	Section/ Page	Met	Not Met
	11.6	Ref.: RFP, Part 5, article 5.2.3.3.1 & 5.2.3.3.2, RFP, Part 7, article 7.19.3, and SOW section 4.4.1.2	Welding Certification, or proof of capability to obtain services of currently certified employees or subcontractors performing welding work at all eight (8) facilities				
	11.7	Ref.: RFP, Part 5, article 5.2.3.3.3, and RFP, Part 7 article 7.19.3	The Bidder must submit names of employee(s) with Volvo certifications at each of the coastal repair facilities – along with a copy of their certifications.				
	11.8	Ref.: RFP, Part 5, article 5.2.3.4	Status and Availability of Resources Certification				
	11.9	Ref.: RFP, Part 5, article 5.2.3.5	Certification of validity of information pertaining to their staffs' education, experience and work history, and their capability to perform the work				
	11.10	Ref.: RFP, Part 5, article 5.2.3.6	Price Certification				
	11.11	Ref.: RFP, Part 5, article 5.2.3.7	Rate Certification				
12	11.12	Ref.: RFP, Part 7, article 7.20	Valid ISO Certification, if registered				
	The Bidder must show meeting the security requirements. Ref.: RFP, Part 6, article 6.1 and Annex "C"		The bidder must provide a valid organization security clearance				
13	The Bidder must be financially capable to undertake the Contract. Ref.: RFP, Part 6, article 6.2		The Bidder must provide evidence of their financial capability.				
14	The Bidder must have a documented health and Safety system fully compliant with all current Federal, Provincial and Municipal regulations. Ref.: RFP, Part 6, article 6.6		The Bidder must submit objective evidence that it has a documented health and Safety system fully compliant with all current Federal, Provincial and Municipal regulations.				

Item No.	Description of Requirements & References in Solicitation Documents	Objective Evidence Required to Prove Compliance	Bidder's Reference in Bid Documents		Canada's Evaluation	
			Document Title	Section/ Page	Met	Not Met
15	The Bidder must have a suitable Inspection and Test Plan (ITP) in place. Ref.: RFP, Part 6, article 6.9	The Bidder must submit an ITP sample complete with requirement and inspection reports on previous projects of the same nature				
16	The Bidder must demonstrate the capability to conduct boat repairs inside clean buildings with environmental control (ambient temperature between 18C to 24C and relative humidity of 50% or lower) for GRP and tube repairs. Ref.: SOW article 4.2.2	The Bidder must submit a written attestation that they have the capability to provide service to GRP and tube repairs in environmentally controlled facilities (ambient temperature between 18C to 24C and relative humidity of 50% or lower).				

Table – O2: Technical Mandatory Requirements

Item No.	Description of Requirements & References in Solicitation Documents	Objective Evidence Required to Prove Compliance	Reference in Bid Documents		Canada's Evaluation	
			Document Title	Section/ Page	Met	Not Met
1	At minimum, two (2) years of demonstrated experience in the use and repair of Glass Reinforced Plastic (GRP) including gel coat and the internal structure. Ref.: SOW, section 4.4.1.1	The Bidder must submit a minimum of 10 work order invoices, five (5) per each Coast, to provide objective evidence of repairing GRP within the last two (2) years. The work order invoice must include dates when the work was performed, work description, models of vessels and customers' contact information				
2	Possession of a Division 1 or 2 CSA Standard W47.2 Certification for fusion welding of aluminium by the Canadian Welding Bureau. Ref.: SOW, section 4.4.1.2, RFP, Part 5 articles 5.2.3.5.1 & 5.2.3.5.2, and RFP, Part 7 article 7.19.3	The Bidder must provide supporting documents for obtaining Division 1 or 2 Certification to CSA Standard W47.2 Certification of Companies for Fusion Welding of Aluminum.				

Item No.	Description of Requirements & References in Solicitation Documents	Objective Evidence Required to Prove Compliance	Reference in Bid Documents		Canada's Evaluation	
			Document Title	Section/ Page	Met	Not Met
3	All parts required for R&O must meet or exceed the quality and performance characteristics of the existing equipment fitted to the inflatable boats. Ref.: SOW, sections 4.4.2 and 4.4.3, RFP, Part 7, article 7.20.4, 7.20.7 and 7.20.8	Bidder must provide a written attestation for material and design compatibility of all components used in R&O.				
4	The Bidder must demonstrate that the R&O defined in the SOW can be completed within 90 days or less.	The Bidder must provide objective evidence for a minimum of 15 past R&O events to open cockpit inflatable boats including their engines, which have had a Turn Around Time (TAT) of 90 days or less after receipt of the vessel at the Contractor's facility.				
5	The Bidder must demonstrate the capability to test, repair and install inflatable tube sets made of Neoprene Hypalon™ and polyurethane, complete with valves, baffles, rub strips, bolting flanges and other attachments. Ref.: SOW, section 4.4.1.6	The Bidder must provide, at the minimum, 20 separate work order invoices within the last 5 years in support of these criteria. The work order invoice must include dates when the work was performed, work description, models of vessels and customers' contact information				
6	The Bidder must provide objective evidence of on-staff Professional Engineering capability. Ref.: RFP, Part 5, article 5.2.3.5, and Part 7, article 7.19.3	The Bidder must submit staffs' resumes and their valid licences to practice as Professional Engineers in a Canadian Province or Territories. They must have at least two (2) years of experience in the design/engineering of Rigid hulled Inflatable Boats within the last five years.				

Annex "P"

Mandatory deliverables Checklist

Notwithstanding deliverable requirements specified within the bid solicitation and its associated Statement of Work (Annex A), and Technical Evaluation Criteria (Annex "O") mandatory deliverables that must be submitted with the Bidder's tender to be deemed responsive, are summarized below in Table – P1, below.

The Bidder must submit the completed Annex "P", Table – P1 "Checklist of Mandatory Tender Deliverables, and Table – P2 "Checklist of Mandatory Deliverables with the Bid or Prior to Contract Award" with the Bid Package. The Bidder's submitted check lists will be evaluated against the requirements as defined herein. The Bidder must be determined compliant, on each item, to be considered responsive.

Table – P1: Checklist of Mandatory Tender Deliverables

Item	Description	Completed and Attached
1	Invitation to Tender document part 1, page 1, completed and signed	
2	Separately bounded Technical Bid, Financial Bid, and Certifications in appropriate number of copies and format, as per PART 3, article 3.1	
3	Completed Annex "Q" – electronic payment instructions, as per Part 3 article 3.1.1	
4	Completed Tables O1 and O2 in Annex "O" – Technical Evaluation Criteria	
5	Completed Appendix 1 to Annex "B" - Financial Bid Presentation	
6	Completed Annex "P", Table – P1, Mandatory Tender Deliverables Checklist	
7	Changes to any applicable laws as per PART 2 – Bidder Instructions, article 2.4	
10	Confirmed attendance at Optional Bidders' Conference as per PART 2 – article 2.5	
11	Integrity declaration as per PART 5 articles 5.1.1, and item 11.1 of Annex "O"	
12	Quality Plan, as per PART 6 article 6.5, and Annex "O", item 10 of Table – O1	
13	Objective evidence of documented Health and Safety System, as per PART 6 article 6.6, and Annex "O", item 14 of Table – O1	
14	List and qualifications of proposed subcontractors as per PART 6, article 6.7, item 8 of Annex "O", and Annex D	
15	Details of Environmental Protection and Emergency / Spill Response Plan, as per PART 6, article 6.8, Part 7, article 7.16, and Annex "O", item 4	
16	Example of an Inspection and Test Plan (ITP), as per PART 6, article 6.9, and Annex "O", item 15 of Table – O 1	
17	Evidence of proven capability in providing R&O services for IRBs and RIBS of up to a length of 11m , as per Annex "O", item 1 of Table – O1	

Item	Description	Completed and Attached
18	Objective evidence of MRP capability services for inflatable boats and engine repairs, as per Annex "O", item 2 of Table – O1	
19	Evidence of proven capability in providing R&O services for propulsion systems, as per Annex "O", item 3 of Table – O1	
20	Written attestation (including the company names and addresses) of having year-round access to facilities that are no further than 100 km from CFB Esquimalt and CFB Halifax, as per Part 7 article 7.26, article 4.2.1 of the SOW, and Annex "O" item 5 of Table – O1	
21	Written attestation that the Contractor's main two coastal facilities, that are within 100 km radius of CFB Halifax and CFB Esquimalt respectively, have year-round access to open water within 100 km radius of the coastal facilities, to carry out sea trials, as per SOW article 4.6.4.2, and Annex "O", item 6 of Table – O1	
22	Written attestation for material and design compatibility of all components used in R&O, Annex "O", item 3 of Table – O2	
23	Objective evidence for a minimum of 15 past R&O events to open cockpit inflatable boats including their engines, which have had a Turn Around Time (TAT) of 90 days or less, as per Annex "O", item 4 of Table – O2	
24	Documentation for a minimum of 20 separate tube set air holding, baffle inspection repairs in a temperature controlled environment by way of detailed work orders, as per Annex "O", item 5 of Table – O2	
25	Staff resumes and their valid licenses to practice as Professional Engineers in Canada, as per PART 7 article 7.19.3, and Annex "O", item 6 of Table – O2	
26	Attestation to certify the bid prices, as per PART 5 article 5.2.3.6, and Annex "O", item 11.10 of Table – O1	
27	Attestation to certify the bid hourly rates, as per PART 5 article 5.2.3.7, and Annex "O", item 11.11 of Table – O1	

Table – P2: Checklist of Mandatory Deliverables with the Bid or Prior to Contract Award (as per article 5.2 of this bid solicitation)

Item	Description	Completed and Attached
1	Integrity Provisions, the required documentation, as per PART 5 articles 5.2.1, and item 11.2 of Annex "O"	
2	Certification for Federal Contractors Program for Employment Equity, as per PART 5 article 5.2.2, Annex "K", and item 11.3 of Annex "O"	
3	Workers Compensation Certification – Letter of Good Standing, as per as per PART 5 article 5.2.3.1, and item 11.4 of Annex "O"	

Item	Description	Completed and Attached
4	Proof of valid Labour Agreement and the related documentation, as per PART 5 article 5.2.3.2, and item 11.5 of Annex "O"	
5	Supporting documentation for proof of possession, or confirmation of, capability to obtain the required welding certification of companies for Fusion Welding of Aluminum, as per PART 5 articles 5.2.3.5.1 & 5.2.3.5.2, PART 7 article 7.19.3, and Annex "O", item 2 of Table – O2	
6	Proof of, or confirmation of, capability to obtain welding certified personnel to be employed in all eight locations as per PART 5 articles 5.2.3.5.1 & 5.2.3.5.2, PART 7 article 7.19.3, and Annex "O", item 11.6 of Table – O1	
7	Employees' Volvo Penta Certifications, as per as per PART 5, article 5.2.3.3.3, and Annex "O" item 11.7 of Table – O1	
8	Certification for status and availability of Resources, as per as per PART 5 article 5.2.3.4, and Annex "O" item 11.8 of Table –O1	
9	Attestation to certify the accuracy of the information pertaining to education, achievements, experience and work history of the resources, , as per PART 5 article 5.2.3.5, and Annex "O" item 11.9 of Table –O1	
10	Evidence of financial capability, as per PART 6 article 6.2, and Annex "O", item 13 of Table – O1	
11	Proof of meeting the Insurance Requirements as per PART 6 article 6.4, PART 7 article 7.13, Annex E, and Annex "O" item 7 of Table – O1	
12	If registered, valid ISO 9001-2008 Certification, as per PART 7, article 7.20, and Annex "O" item 11.12 of Table – O1	
13	Quality Assurance Certification or equal, as per PART 7 articles 7.20 & 7.20.2, Annex "F", and Annex "O" item 9 of Table – O1	
14	Attestation that the Bidder has capability to provide the required repair services for GRP and tubes in an environmentally controlled spaces, as per SOW article 4.2.2, and Annex "O" item 16 of Table – O1	
15	Evidence of a minimum of two years of experience in repair of Glass Reinforced Plastic (GRP) including gel coat and the internal structure, as per Annex "O" item 1 of Table – O2	
16	Attestation for material and design compatibility of all components used in R&O, as per Annex "O" item 3 of Table – O2	
17	Objective evidence that the R&O defined in the SOW can be completed within 90 days or less, as per Annex "O" item 4 of Table – O2	
18	Objective evidence of capability to test, repair and install inflatable tube sets made of Neoprene Hypalon™ and polyurethane, as per Annex "O" item 5 of Table – O2	
19	Proof of valid security clearance as per PART 6 article 6.1, Part 7 article 7.3, Annex "C" and its Appendix 1, and Annex "O" item 12 of Table O1	

Table – P3, Required Deliverables and Documentation after Contract Award

Item	Description	Reference in This Solicitation Document	Due by:
1	Insurance requirements and certification	Part 6, article 6.4, and Annex E, article 1	Ten (10) Working days after Contract Award
2	The Contractor's Quality Management System and Quality Control Plan	Part 7, articles 7.20, and 7.21	Twenty (20) Calendar days after Contract Award
3	Configuration Control Plan (if the Contractor does not have an established, DND approved Configuration Management Program)	Part 7, article 7.20.7.1	Ten (10) Working days after Contract Award
4	Proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract	Part 7, article 7.1.2	Five (5) Calendar days After receipt of each Work or Task Authorization
5	Supplementary Provisioning Technical Documentation	Part 7, article 7.21.1	Thirty (30) Calendar days after Contract Award
6	Drawings for identification markings for approval by the responsible DND Technical Authority	Part 7, article 7.18.7 and SACC Clause B4042C	Sixty (60) days before production
7	Submission of working drawings to DND for approval	Section 1.4.1 of Appendix 4 to Annex A (SOW)	Fourteen (14) days before commencement of the related work
8	Submission of As-Built drawings	Section 1.6.5 of Appendix 4 to Annex A (SOW)	Fifteen (15) days after completion of the sea trial
9	Operation and Maintenance Manuals	Appendix 4 to Annex A (SOW), Section 2.1.7, 2.2 and 2.3	Prior to completion of the Contract
10	Certifications	Appendix 4 to Annex A (SOW), Section 2.5	Prior to completion of the Contract
11	Progress Photographs and images	Appendix 4 to Annex A (SOW), Section 3	With each monthly progress report
12	Reports and other documentations	Part 7, article 7.19, Annex G, and the Contract as a whole	As applicable

Annex “Q” to PART 5 of the Bid Solicitation

Electronic Payment of Invoices – Bid

Canada requests that Bidders complete option 1 or 2 below:

1. ☐ Electronic Payment Instruments will be accepted for payment of invoices. The following Electronic Payment Instrument(s) are accepted:
 - ☐ 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)

2. ☐ Electronic Payment Instruments will not be accepted for payment of invoices.

The Bidder is not obligated to accept payment by Electronic Payment Instruments.

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

Solicitation No. - N° de l'invitation
W8482-195079/A
Client Ref. No. - N° de réf. du client
W8482-195079

Amd. No. - N° de la modif.
File No. - N° du dossier
041MD.W8482-195079

Buyer ID - Id de l'acheteur
041MD
CCC No./N° CCC - FMS No./N° VME

STATEMENT OF WORK (SOW)

REPAIR & OVERHAUL OF SERVICE BOATS AND RELATED EQUIPMENT

FOR THE DEPARTMENT OF NATIONAL DEFENCE (DND)

Date of Compilation: January 28, 2020

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1 OBJECTIVE

The purpose of this Statement of Work (SOW) is to establish the Department of National Defence (DND) requirement for services of a Contractor to provide inspection, repair and overhaul (R&O), test & trials, disposal, shipping, and transport – as well as maintenance, engineering support and storage on an as-required basis – for Inflatable Rubber Boat (IRB) and Rigid (Hull) Inflatable Boats (RIB).

2 SCOPE

The Contractor must, but not limited to, inspect, determine deficiencies, and provide all services related to repair & overhaul (R&O), tests and trials, disposal, shipping and transport as well as storage of inflatable and rigid hull inflatable boats (RIB) as tabulated below at Table 1, including all related equipment utilized by DND such as: lifting arrangements, ancillaries, and lifting points.

The Contractor must supply a complete set of the related documentation, as detailed in but not limited to, the appendices herein this SOW, as a deliverable.

The contractor must provide the following, but not limited to, engineering, technical and field support services. These services must be delivered on an “as/when requested basis”:

- Technical Investigations and Engineering Support (TIES)
- Special Investigation and Technical Studies (SITS)
- Design Changes, and Modifications
- Periodic Maintenance
- Provision of Mobile Repair Parties (MRPs)
- Field Service Representative (FSR) Support
- Training (operational, first and second line maintenance and repair, etc)
- Spares procurement for advanced accountable spares

The Contractor must satisfy DND urgent requirements, as and when requested by the Procurement Authority or other alternate assigned authority. The Contractor must reply to the request within 24 hours.

The Contractor must be able to take on additional repairable boat types in the event that DND requires work to be performed on boats not listed in Table 1.

Table 1: List of inflatable boats covered by this SOW

ITEM #	TYPES	PROPULSION & HP	NATO STOCK NUMBER (NSN)
PLATFORMS			
1	RIB P(C)*	IB AD41 160-200	1940-21-904-5219
2	SO RIB -NAV SUITE*	IB D4 260	1940-20-007-0943
3	MAKO RIB - NAV SUITE*	IB D4 260	1940-20-010-9313
4	SLIC - NAV SUITE	IB D3 225	1940-20-010-9312
5	RIB 472	OB 50	1940-21-910-6907
6	RIB 530	OB TWIN 40-75	1940-21-904-5423
7	RIB 540*	OB 75	1940-21-909-5354
8	RIB 590 CUDDY	OB TWIN 50-60	1940-21-904-5608
9	RIB 590	OB TWIN 60-75	1940-21-904-5475
10	RIB H753 - NAV SUITE*	OB TWIN 175-200	1940-20-007-0537
11	MULTI ROLE BOAT*	IB TWIN	TBD
FREE FLOW PLATFORMS			
12	SR2A*	OB 25	1940-21-006-3089
13	SR2*	OB 25	1940-21-921-0169
14	6 MAN INFLATABLE*	OB 20	1940-21-896-1379
15	6 MAN INFLATABLE SAR*	OB 20	1940-21-864-9409
16	12 MAN ASSAULT BOAT*	OB 20-40	1940-21-900-2845
17	SRR 550	OB 90	1940-20-009-5064
18	15 MAN INFLATABLE DIVE*	OB 50-90	1940-21-909-1012
19	10 MAN INFLATABLE*	OB 20-25	1940-21-896-1378
FREE FLOW			
20	VOLVO D4 ENGIN AND STERN DRIVE PACKAGE	260-DPH	2815-33-206-2787
21	VOLVO AD41 STERN DRIVE	160-200	2815-01-410-8532
22	RIB PC, MAKO, SLIC TUBE SET	NIL	2090-01-904-5692
23	RIB PC, MAKO, SLIC TUBE SET (STEP TREAD)	NIL	2090-20-010-9314
24	VOLVO D4	260-DPH	2815-33-206-2787
25	VOLVO DP STERN DRIVE	DPH	2010-20-010-0361
26	PROPELLER, MARINE - FOR DP VOLVO	NIL	2010-20-009-1299
27	PROPELLER, MARINE - FOR SP VOLVO	NIL	2010-20-003-3549
28	RIB PC ARCH (RACK, ELECTRICAL)	FOR PC ONLY	5975-20-001-0747
29	H540 TUBE SET	NIL	2090-20-001-4297

Note:

* Refers to boats that are required to be lift tested and certified.

2.1 DEFINITIONS

1. R & O:

This activity covers modification of the equipment or systems (from the OEM standard) which DND specifically requests (e.g. a DND-sponsored modification, DND-approved "optional extras" or incorporation of optional OEM service bulletins), to which DND agrees and includes, but is not limited to:

"Involuntary" modifications not considered "Engineering Change, still require DND's knowledge and approval, and may include improvements;

Examples:

- replacing a part which is no longer produced, with the OEM's new substitute part; or*
- incorporating compulsory service bulletins; or*
- updating an early configuration to the OEM's current baseline standard.*

2. Disposal:

This activity includes all disposal-related aspects of removing existing systems from service as well as the physical disposal of assets. It includes disposal options analysis, the preparation of disposal plans, identification of surplus equipment and disposal of equipment/systems and fleet, ensuring that safety and environmental requirements are addressed.

3. Technical Changes, Substitutes and Alternatives:

Any equivalent products and alternatives must be equivalent in form, fit, function and performance. Equivalent products and alternatives that are offered as equivalent will only be acceptable once they are approved by the Technical Authority (TA) as an equivalent. A contract amendment or a completed Design Change/Deviation form must be issued. Should the TA not accept the equivalent product or the alternative and the Contractor is unable to meet the technical requirement, Canada may terminate the contract for default in accordance with the general conditions stated in the contract.

3 APPLICABLE REFERENCE DOCUMENTS

The documents, listed in Table 2, form part of the SOW to the extent specified herein. Unless otherwise specified, the amendment of documents effective for a particular contract must be as stated in the applicable data list, the request for proposal or the contract.

Table 2: List of applicable documents

ITEM	DOCUMENT NO.	VERSION	DOCUMENT NAME
1	C-28-020-001/TB-001	2011-09-01	Test of Shipboard Lifting Appliances
2	D-LM-008-036/SF-000	2013-12-01	Minimum Requirements for Manufacturer's Standard Packaging
3	A-LM-187-001/JS-001	1995-11-30	Packaging and Preservation General Procedures

ITEM	DOCUMENT NO.	VERSION	DOCUMENT NAME
4	D-02-006-008/SG-001	1985-05-16	Design Change, Deviation and Waiver Procedure
5	CSA (W 47.2)-M1987	R2003	Certification of Companies for Fusion Welding of Aluminum division 1 or 2
6	DRWG No. 73650	B	Hoisting Arrangement for the RIB P(C)
7	C-23-782-000/NW-001	2014-10-29	Lifting Appliance Certification Specification, (SO RIB)
8	ISO 10012-1	2003-04-15	Quality Assurance Requirements for Measurement Management Systems
9	D5540C	2010-08-16	ISO 9001:2015 Quality Management Systems - Requirements
10	Logistics Statement of Work 7/01/2019	Version 2	Logistics Statement of Work for Repair and Overhaul Contracts – Including In and Out of Country Repair, Major Equipment,
11	A-LM-184-001/JS-001 2019-08-14	Version 6	Special Instructions For: Repair and Overhaul Contractors
12	C-02-005-011/AM-000	2000-06-30	Mobile Repair Parties Manned by Contractor Personnel

4 REQUIREMENTS

Each vessel listed in Table 1, Section 1 is to be maintained, by the Contractor, to the approved configuration in accordance with (IAW) the applicable drawings and with the approval of the TA.

4.1 WORK CATEGORIES

This requirement is broken down into five (5) categories of "Work:

Category 1: Free Flow Repairs, Technical Changes, Substitute & Alternatives and Disposal.

Category 2: Overhauls of the complete disassembly of each boat and deviation changes.

Category 3: Field Service Representative (FSR), Mobile Repair Party (MRP), Technical Investigation and Engineering Studies (TIES) and Special Investigation and Engineering Studies (SITS).

Category 4: Onsite/Offsite training for CF/DND personnel (1st line/ 2nd maintenance, operation of vessel, trouble shooting).

Category 5: Procuring parts to support the repair & overhaul repair lines, acquiring associated spares, and the performance of the associated services in the oversight of Government Furnished Materiel (GFM), Advance Accountable Spares (AAS), Contractor Issued Spares (CIS), and Government Furnished Overhaul Spares (GFOS).

Authorization for Category 1 Services must be authorized per Free Flow as Identified in the Selection Notice and Priority Summary (SNAPS).

Authorization for Category 2 Services must be authorized IAW the induction schedule or as and when required. Authorization will be provided by the TA via the PA. Forecast estimate is approximately 15 boat overhauls per year.

All work associated with Category 3, 4 and 5 Services must be authorized by the Procurement Authority, on a task by task basis, utilizing a DND 626 and must be coded to the appropriate Financial Account (FA) indicated on the tasking.

4.2 SERVICE & STORAGE FACILITIES

4.2.1 Location

The Contractor must have a minimum of two (2) local service centers, or service agreements with a third party facility, with year-round access to open water, and no further than 100 km from a Canadian Naval Base, with at least one in Halifax/Dartmouth area and one in Victoria/Esquimalt area. The Contractor must also maintain access to at least six (6) other service facilities elsewhere in Canada that can carry out minor repairs, one (1) each in: Ontario, Quebec, Prince Edward Island, New Brunswick, and Newfoundland, and one (1) for all three Prairie Provinces. The Contractor must also have global reach to certified service facilities in order to conduct specialized work on the small boats while on deployment.

These facilities must have the capability to provide, as a minimum, the services related to R&O as defined herein this SOW.

Confirmation of year-round ability to access a body of water, within a 100 km radius of the facilities on both Coasts, in order to launch and conduct sea trials for boats with inboard/outboard engines, must be provided in form of a written attestation.

The Contractor must carry out repairs and storage services at their primary facilities, affiliated secured property, or a third party location as applicable – either in open area with secure fence or in secure buildings – except when the repair work is performed at the end user's establishment as in the case of an MRP.

4.2.2 Premises

Boat repairs must be conducted inside clean buildings with proper environmental conditions (controlled ambient temperature of 18°C to 24°C, and relative humidity at 50% or lower) for the Glass Reinforced Plastic (GRP) and tube repairs. The facility must be to the satisfaction of the TA or their representative.

The premises must be secured at all times, either open area with secure fencing and gates, if DND properties are stored outside, or in locked and secure buildings. The premises must be provided with Video Surveillance 24 hours a day at all times in outside open areas and at access points.

4.2.3 Right to Inspect / Evaluate Facilities

DND reserves the right to inspect, evaluate and approve/reject any prospective Contractor's facilities; and discuss its intentions in the repair and overhaul of these vessels.

4.3 RECEIPT INSPECTION AND REPORT

Each vessel must be inspected upon arrival at the repair facility for defects, unauthorized or incomplete modifications, and missing equipment. The vessel's status must be recorded/reported.

4.3.1 Receipt Inspection

As a minimum, the following equipment and systems must be inspected: deck, hull and peripheral equipment/structures including seating and all non-buoyancy tube components, console, inflatable collar (buoyancy tube), propulsion system, electrical and electronic systems, Safety and ancillary equipment. DND will supply an Equipment Check List (ECL) for individual IRBs, at the Contractor's request, after the Contract award.

A general inspection of the console, including functional testing of all instrumentation and controls must be conducted.

For the RIB P(C), SO RIB, MAKO and RIB SLIC the Contractor must verify the equipment IAW Appendices 1 and 2 to this SOW to determine if the equipment is configured to the latest approved OEM configuration. The Contractor must inspect and test, at a minimum, the buoyancy tube set for leaks and functionality IAW Appendix 3 of this SOW.

4.3.2 Identification Plate

The Contractor must verify the identification plate on the console or on transom and record the data on the receipt inspection report. The identification plate must contain the following data:

- NSN ****_**_***_****
- MODEL ****
- MANUFACTURER *****
- DND IDENTIFICATION SERIAL NUMBER **_***_**
- CONTRACT NUMBER **
- MFR MONTH/MOIS YEAR/ANNEE DATE
- DND CANADA MDN

All equipment assemblies or components, after overhaul or reconditioning, must have the original marking information restored and must have the following information added immediately adjacent to the original identification markings or previous reconditioning markings: reconditioner's identification, date of reconditioning, date of expiration of warranty and Quality Assurance Representative's stamp/number.

4.3.3 Receipt Inspection Report

The Vessel's status and estimated cost to repair and/overhaul must be forwarded to the TA, and the Procurement Authority. The following information must be included:

- a) The list of deficient material from the check list IAW Appendix 1 with an itemized replacement cost
- b) The list of repairs required to bring the boat (all systems) and associated equipment (cradle, trailer) to the correct operating condition IAW OEM specifications including an assessment of the required engine R&O
- c) The list of unauthorized modifications and the cost to bring the boat to the approved configuration
- d) Itemized list of parts, OEM part numbers, and the cost per unit
- e) Labor hours associated with each required labour trade, and total costs as per the contract labour rates;
- f) Total cost for a, b, c, d and e

4.4 REPAIR AND OVERHAUL

For overhauls, the Contractor must maintain each vessel (detailed in Table 1 of Section 2) to a "like new" condition in accordance with the current Technical Data Package held by DND and with the approval of the TA.

4.4.1 Scope of Work for Various Systems/Equipment

4.4.1.1 Glass Reinforced Plastics

All Glass Reinforced Plastics (GRP) components must be cleaned and inspected for defects. Defects must be repaired using new and current materials to ensure the boats' watertight integrity and aesthetics are maintained while sustaining equal overall weight.

Repairable defects include: deeply scratched (2mm in depth or more) and chipped gel coat, punctures, fractures, de-laminations, crazing, removal of stains and non-approved paint coatings. The colour of the repaired GRP components must match the surface colour of the hull.

4.4.1.2 Aluminum Hull, Deck and Internal Structures

All aluminum components, when applicable, including but not limited to: hull, deck, doors and hatches, internal structure, staghorn, and cleats crucifix bollards, must be cleaned and inspected for defects. Defects must be repaired using new and like materials (marine grade) to ensure the boats' watertight integrity and aesthetics are maintained.

Repairable defects include: deeply dented (dents of 5mm or larger), cracked, corroded

aluminum hull or structure, holes, fractures and removal of stains and non-approved paint coatings. Ultrasonic tester must be used in areas where corrosion is suspected to measure thickness of the aluminum hull. The color of the aluminum components coatings must be in accordance with the original shade.

The Contractor must be certified for Fusion Welding of Aluminum, CSA Standard W47.2, in one of two Divisions (1 or 2), based on the type of work to be undertaken. The Contractor must provide proof of qualification/certification for their Welding Supervisors and their Welding Engineers, and their Welding personnel (welders or operators).

4.4.1.3 Propulsion System

All components of various propulsion systems, including but not limited to, outboard motors, stern drives, jet drives, and inboard marine diesel engines, must be serviced, maintained, repaired and overhauled by certified technicians only. The Contractor must provide certified documents to prove the capability of the propulsion systems technicians.

4.4.1.4 Electrical & Electronic Systems

All electrical and electronic systems must be inspected to determine if they are functional and within tolerances of the current configuration baseline. These inspections must include the following, as the minimum, all electrical wiring, electrical and electronic components and associated equipment for: radios, navigation systems, radars, lights, dimmers, batteries, battery switches, electrical power, switchboards, alarm system and monitoring displays, as well as bilge power.

4.4.1.5 Applicable Towing, Sling & Hoist Arrangements

The platforms listed in Table 1 delineated with an asterix must undergo lift testing IAW C-28-020-001/TB-001 Test of Shipboard Lifting Appliances for all its related equipment.

The Contractor must ensure they have all appropriate lifting special tools for the platforms listed in Table 1 that are delineated with an asterix.

The Contractor must inspect: lift frames, lift points, and lifting webs/slings for defects. If found unsafe for service, the Contractor must notify the TA and immediately expedite service, maintenance or replacement.

A hard copy certificate and metal stamped tag with test data must be issued on each boat returning to active service, stating the test weights and date of testing for the lifting points and slings (if supplied).

4.4.1.6 Other Systems & Equipment

The Contractor must undertake Inspection, repair and overhaul of all remaining equipment and systems, as listed but not limited to:

- a) Buoyancy tubes, both rigid (foam filled) and fully inflatable, Hypalon and Polyurethane materials complete with valves, baffles, rub strip, bolting flange, safety line, bow skirting, lifting handles, step treads, D rings and other attachments

- b) Ancillary and safety equipment IAW Appendix 1 of this SOW
- c) Boat cradles and attachments
- d) Paint (including bottom coatings/antifouling)
- e) Firefighting and suppression systems
- f) Trailers and affiliated equipment

4.4.2 Material Requirements

Except as specifically noted in the contract, the Contractor must provide all materials, machinery and equipment required to conduct R&O of the boats. All material, machinery, equipment and supplies, must be incorporated or installed in the boat by the Contractor.

All material, equipment and machinery incorporated in the boat must be new and of the "same" quality as per "original Part specification" or superior – subject to verification and acceptance by DND's Quality Assurance Representative (QAR). Where material quality is not specified in contract documents, the material provided must be of commercial marine grade quality acceptable by the TA.

The Contractor must verify parts' or components' obsolescence. All materials and parts must be available or supportable for at least five (5) years after their installation onboard.

4.4.3 Components Inter-changeability

To facilitate replacement and inter-changeability of parts, the Contractor must maintain the standardization of all equipment and fittings in the boats being repaired.

Following repair, the item must remain fully interchangeable (form, fit and function) with articles catalogued under the same reference number, part number and of the same modification status. This concept of inter-changeability must be extended to include internal characteristics such as wave forms and components layout in order to ensure full compatibility with automatic test equipment software and automatic probing.

The only deviation from this would be when the original manufacturer changes details of equipment or the original equipment is no longer available. The Contractor must advise the TA in accordance with the D-02-006-008/SG-001 Design Change, of Deviation and Waiver Request.

4.4.4 Pre-installation Inspection

The Contractor must inspect all material, machinery and equipment, before it is incorporated or installed in the boat. The Contractor is responsible to replace any defective material, machinery or equipment procured for repairs by the Contractor.

4.4.5 Batteries

The Contractor must ensure that the batteries meet the functional performance requirement of the repaired boat; otherwise, install new load appropriate batteries (disconnected for transfer) - to ensure that the boat is operational when received by the end users.

4.5 PRE-TRIALS INSPECTIONS & APPROVAL MODIFICATIONS

Each boat must be inspected for status of modifications, which are determined as per Section 4.3 Receipt Inspection & Report, IAW Pre-Service & Operational Compliance Inspections in Appendix 5. The Contractor must bring the boat to the latest approved configuration. The modification status must be forwarded to the TA.

4.6 TESTS & TRIALS

For rigid hulled inflatables in Table 1, which are sea going rescue boats and/or marshalling craft, where a propulsion system exists, the Contractor must conduct the following tests and trials as a minimum, following the R&O. The tests and trials must be conducted prior to shipping of each overhauled boat or where a boat has had repairs conducted to any portion of the power train. The test(s) must ensure that the repairs have returned the boat to the normal operating parameters as specified in equipment operating manuals, and as defined by the TA.

- Collar inflation test
- Static load and deflection tests
- Basin trial prior to sea trial – including functional/operational tests of all systems, and weight
- Sea trial

4.6.1 Collar Inflation Test

IAW Appendix 3 of this SOW the inflatable buoyancy collar must be tested for leaks on receipt of the boat and on completion of any inflation collar repairs for the following:

- Air retention – 24 hours air holding test
- Overpressure test
- Bulkhead (baffle) pressure test
- Pressure relief valve test

4.6.2 Static Load and Deflection Tests

Before any lift tests are carried out, the Contractor must weigh the complete boat (full fuel, all ancillary equipment and no personnel) and record this weight on the test and trial sheets.

4.6.2.1 Static Load Test

Static Load Test must be applied, during overhaul or any time designated by the TA, to the lift frame or hoisting system installed in accordance with correct configured fittings.

The boat must be positioned over a suitable anchoring foundation using slings or chains having a Safe Working Load (SWL) rating in accordance with established test procedures, and as indicated, below, in paragraphs a. and b. The slings or chains must be attached to the hull structure of the boat in three locations; one on each aft transom face mounted tie down pad/ring and one on the bow eye.

The applicable Test Loads are:

- a) For RIB PC, RIB MAKO, and SO RIB: SWL of 5500 lbs, Static Load of 11000 lbs
- b) For IRB's: it will be on a case by case basis, the Contractor can request that information directly from the TA after Contract award.

A certificate must be issued for each boat, in DND format IAW C-28-020-001/TB-001 Test of Shipboard Lifting Appliances, when a boat is returned to DND. A tally plate must also be supplied specifying the date tested and its safe working load.

4.6.2.2 Test Plate

The Contractor must change the test data plate for lift test to reflect the safe working load for all boats identified under this SOW.

4.6.2.3 Deflection Test

This test must be conducted upon repairs or modifications to hull structural integrity. For sea going rigid hulled inflatable rescue boats / marshalling craft, listed in Table 1, this test must be conducted in such a way that when the craft is suspended by its lifting point(s), it is of sufficient strength to withstand a load of 4 times the mass of its full complement and equipment, without residual deflection upon removal of the load.

This Test must only be conducted at the discretion of the TA. A DND formatted certificate must accompany the boat on completion of the Deflection Test.

4.6.3 Basin Trial Prior to Sea Trial

The tests detailed in the following paragraphs must be carried out before launching. The Contractor must compose and produce the required test sheets for each trial.

4.6.3.1 Systems Functional Test

All boat systems (i.e., mechanical, electrical, lighting, etc.) must be tested for correct functioning including confirmation that all components are properly serviced with fluids, coolants, and lubricants before the boat is launched.

4.6.3.2 Weight

The Contractor must weigh the complete boat at Light Operational Load. Light Operational Load is configured as follows:

- Hull and tube set, engine, controls;
- Safety and ancillary equipment;
- Full fuel load;
- Basic navigation equipment (i.e., VHF radio, Radar and GPS);
- Two operators (Coxswain and Navigator), (90 kg (200 lbs), each); and
- Open deck aft (i.e., seats removed).

This process is required to determine the weight for shipping purposes, and to ensure the weight is maintained within the weight threshold of 5100 lbs. for RIB MAKO and SO RIB.

4.6.4 Sea Trials

The Contractor must conduct and supervise a full series of sea trials, employing its own personnel. The TA or his delegated representative must witness the trials.

The Contractor must arrange the trial schedule with the TA or delegated representative; provide an agenda for each trial based upon the agreed dates; and deliver the related notifications and reports.

All trial instrumentation and equipment must be furnished, installed and operated by the Contractor. Data recorded during the trials must be accurate. The Contractor must provide calibration data, from a reliable source, certifying the accuracy of the instrumentation IAW ISO. 10012-1. The Contractor must certify the length of the Speed Trial course.

After satisfactory completion of the trials, all trial instrumentation must be removed; all machinery must be serviced, and fluids' levels must be adjusted.

4.6.4.1 Minimum Trial Requirements

At a minimum, the following performance must be demonstrated:

- Electronic and navigation equipment functionality
- Acceleration, deceleration, idle, RPM, gear shifting, and emergency stop procedures
- Steering to include low and high speed maneuvering

The speed, when the boat is configured for Light Operational Load, as defined herein this SOW, must be measured with engine RPM not to exceed the manufacturer's limit. Maximum speed runs must be conducted over a certified measured course of not less than one half-statute mile or taken from a reading with a radar gun. Each boat must make four runs, two in each direction, over the shortest practical time period.

4.6.4.2 Trial Location & Condition

The Contractor must have year round open water to carry out sea trials. In the event of

temperatures below 0°C, the Contractor must immediately, on completion of sea trials, protect the boat's raw water system from freezing.

Course lay-out and timing of trials must be selected by the Contractor to avoid strong tidal current or winds to the extent possible and correction for wind must be taken into account in determining speed attained. The sea state must not exceed sea state Beaufort one.

4.7 POST TRIALS INSPECTIONS AND SERVICING

On completion of trials, all equipment must be visually examined for signs of electrical damage, mechanical damage, performance failures, and any defects and deficiencies noted. Defects and deficiencies must be corrected prior to the final acceptance.

When trials are complete all machinery must be serviced. Engine and gear lubricant must be changed and all lubrication points serviced. The cooling system must be serviced with a mixture of 60/40 Arctic Type Ethylene Glycol Antifreeze to protect to minus 51C (-60F).

Copies of trial results must be distributed: one copy shipped with the boat, one copy to the TA and one copy must be kept in company records.

4.8 ENGINEERING, MAINTENANCE AND FIELD SERVICES SUPPORT

The Contractor must, on the basis of "**as and when required**", provide the services specified in this section.

4.8.1 Engineering Support

The Contractor must provide Technical Investigation and Engineering Studies (TIES) services, and Special Investigation & Technical Studies (SITS) including provision of relevant data, as and when required by DND.

TIES: This activity includes the provision of system and equipment maintenance support and management services. It includes the requirement analysis and planning to ensure current reliability and availability specifications can be met, the scheduling of maintenance, the identification of spares and support, as well as the development of policies and maintenance procedures and training. It also includes the validation / acceptance of deliverables when the maintenance activity is contracted as well as prototyping and integration.

SITS: The scope of work normally covered under special investigation and technical studies is to cater to equipment not meeting Form Fit Function specification standards or due to repetitive failures.

This excludes studies and/or investigations, which have or will have fleet fitment application.

When authorized by the Procurement Authority, utilizing a DND 626, the Contractor must undertake

technical investigations and engineering support and must provide relevant data to these investigations as and when required. The work conducted may include, but is not limited to:

- Conduct technical investigations, report findings – including Unsatisfactory Condition Report (UCR), and make recommendations supported by engineering data
- Conduct reliability and performance analysis of current and/or future equipment
- Plan to ensure current reliability and availability specifications can be met
- Analyze and plan the scheduled maintenance
- Identify the required spare parts, and special tools
- Develop policies and maintenance procedures
- Conduct onsite/offsite training for CF/DND personnel (1st line/ 2nd line maintenance, operation of vessel, trouble shooting)
- Conduct validation/acceptance of deliverables when the maintenance activity is contracted as well as prototyping and integration

4.8.2 Design Changes

The Contractor must provide engineering support for design changes. Design changes must be submitted IAW D-02-006-008/SG-001 (Design Change, Deviation and Waiver Procedure). The design change must indicate the impact on weight, plus or minus and must include drawing(s) marked up in red.

4.8.3 Modifications

The Contractor must undertake modifications of existing equipment or systems as designated by the TA. The modification services must ensure that equipment and systems continue to meet existing as well as new performance and availability requirements. The scope of work must normally cover modifications resulting from work under TIES, SITS, or design changes.

4.8.4 Maintenance – Mobile Repair Party

The Contractor must provide maintenance support by a Mobile Repair Party (MRP), when authorized by the Procurement Authority utilizing a DND 626.

Tasks associated with MRPs must include but are not limited to:

- Provide additional on-site assistance/repair and/or expertise when problems encountered are beyond the capability of in-house expertise
- Provide on-site assistance/repair when problems encountered are beyond the capabilities of ship's staff and the requirement to repair is urgent
- Provide on-site assistance during Installation and inspection of systems
- Assist ship staff during HATS and SATS

As per the A-LM-184-001/JS-001 2019-08-14 and C-02-005-011/AM-000 2000-06-30, all Emergency Operational MRP can be authorized by e-mail or by phone. The Contractor must provide a cost estimate prior to receiving approval by the Procurement Authority to proceed with the work.

4.8.5 Field Service Support

The Contractor must make available, an experienced Field Service Representative (FSR) support either onboard a ship or at DND facilities when authorized by the Procurement Authority utilizing a DND 626. Tasks associated with FSR may include; but not limited to:

- Measure systems' performances – including at harbor and sea trials
- Investigate and recommend maintenance practices and procedures
- Provide onsite troubleshooting, repair support and/or guidance to rectify deficiencies
- Provide on call, onsite technical support for operations, training or DND trials
- Investigate pre-installation Failures
- Conduct technical investigation and provide detailed findings – including Unsatisfactory Condition Report (UCR)
- Provide training

5 QUALITY ASSURANCE AND CONTROL PROVISIONS

All work is subject to Government Quality Assurance (GQA) performed at the Contractor's or subcontractor's facility, and at the installation site, by the Director of Quality Assurance or its designated Quality Assurance Representative (QAR) IAW the terms and requirements specified in the Contract.

6 DUTY OF CARE

6.1 CARE OF MATERIALS & EQUIPMENT

The Contractor is responsible for all equipment, supplies and material required to repair the boats regardless of their source. This responsibility must continue for the length of the contract. The Contractor shall not receive compensation from Canada for any material lost or damaged for any reason.

6.2 CARE OF VESSEL

All parts of the vessel including, but not limited to, structure, deck coverings, fittings, outfit, furniture, insulation, paint work, machinery, auxiliaries, systems, appliances and apparatus must be maintained in a protected and secured condition, either open area with secure fencing and gates, if DND properties are stored outside, or in locked and secure buildings, during the entire period the

vessel is in the Contractor's possession and custody – from initial receipt to end of delivery – under the sole responsibility of the Contractor. The facility must be provided with Video Surveillance 24 hours a day at all times in outside open areas and at access points.

Appropriate measures must be taken, where necessary or if directed by the QAR, to minimize wear and damage incident to construction, and to prevent corrosion or other deterioration, especially to unpainted, polished and moving parts. Piping, machinery, and equipment subject to freezing must be kept drained, except during trials and tests.

The Contractor must provide and maintain a comprehensive and effective system of fire prevention, fire detection, and firefighting equipment to protect the boats while in custody of the Contractor.

Electrical and electronic equipment and machinery must, at all times, be protected against dust, moisture, or other foreign matter; and must not be subjected to rapid temperature changes or extremes in temperature.

All preservatives applied to incoming materials must be left intact (or replaced if necessary) until installation of the machinery or equipment on the vessel. If removal of the preservative is necessary for testing the machinery or equipment, then the Contractor must reinstall preservative measures after the testing is complete until the machinery or equipment is installed. All preservatives on working parts must be removed prior to operation of the machinery or equipment.

7 PACKAGING

Proper packaging and preservation process, IAW the applicable sections of D-LM-008-036/SF-000 and A-LM-187-001/JS-001, must be applied to prevent damage and deterioration during shipping and long term storage.

Any damaged boats and ancillary equipment must be replaced or repaired at the Contractor's costs, by the Contractor at the discretion of the TA.

7.1 PREPARATION FOR STORAGE

Following the completion of a repair and/or overhaul of a Rigid Inflatable Boat, the Contractor may be directed by the TA to provide storage of the repaired/overhauled unit. The maximum number of units to be stored at any given time is eight (8) on each coast.

The Contractor must prepare the specified units for storage, in a secure area, as defined in sections 4.2.2 and 6.2, within the Contractor's or an affiliated Sub-Contractor's repair facility, IAW the applicable sections of D-LM-008-036/SF-000 and /or A-LM-187-001/JS-001.

In preparation for storage, battery master switches must be turned off, batteries disconnected and removed, and all fuel drained. In addition, the vessels must be winterized in accordance with OEM specifications. Unless otherwise specified, all loose equipment must be packaged and stowed on board. All items must be packaged and marked IAW D-LM-008-036/SF-000 and A-LM-187-001/JS-001.

Equipment inventory must be checked and the QAR shall certify the equipment listing.

The Contractor must conduct weekly and monthly inspections and maintenance of the stored equipment, while in storage, to ensure that equipment remains in pre-operational state for subsequent deployment. Within five (5) days of notification by the TA, the Contractor must inspect and prepare the equipment for commissioning (full operational use based on OEM specifications) pending subsequent distribution instructions by the TA to a DND destination located within 100 KM radius of the Contractor's facility.

Note: The Contractor is responsible for obtaining all related OEM data.

7.2 PREPARATION FOR DELIVERY

Each boat must be thoroughly cleaned and inspected on conclusion of trials. The raw water cooling system must be drained. All boats that received new or overhauled engines are to have the warning "Break-in procedures are required for this engine as per attached instructions" posted in a prominent position in the engine or other watertight compartment. Additionally, they are to have the break-in instructions and winterizing instructions located in the same area as the above break-in procedures warning.

The final preparation for delivery must be done in accordance with the terms and conditions of the contract, and IAW applicable referenced documents listed in Section 3, Table 2, items 2 and 3.

The Contractor must seek authority from the TA if a specific Rib, after overhaul, is to be shrink wrapped prior to transportation. The industrial shrink wrap must be applied via heat gun, gas or electric to all exposed areas including superstructure and console after the tube set has been deflated. All ancillary, spare parts kept on deck or in storage compartments must be secured, and foam wrapped with minimum 1/8th inch packing foam. Outdrives including the propellers must also be foam wrapped and shrink wrapped.

To ensure that the Vessel is in proper condition for Delivery, the QAR and the Contractor must complete a joint acceptance survey of the Vessel prior to the scheduled delivery. . The Contractor must deliver a Vessel, free of all known defects and deficiencies. The Contractor must agree to the earliest practical rectification of deficiencies, without causing interference with DND's scheduled use of the Vessel.

7.3 DELIVERY

Delivery means the Contractor's transfer of a completed Vessel to DND's care, custody and control at the designated delivery location. The Vessel must be in seaworthy, clean and fully operational condition, fit to perform its intended services. Delivery is part of the Contract Work.

8 SHIPMENT

The mode of transportation for the items listed in Table 1 herein this SOW, must be IAW Incoterm 2010 Free Carrier (FCA).

A. Applicable for boats listed as items 1 to 12 in Table 1 of Section 2 herein this SOW

The boats must be shipped secured on the appropriate boat cradle or trailer provided by DND. No securing devices must be cinched over the buoyancy tubes, only the boat cradle must be secured to the transportation vehicle. The boat must be covered with the appropriate industrial shipping plastic (shrink wrap) and storage cover to protect the boat from road debris and environmental factors. The overall cover must be drawn tight to the bow ring and secured as applicable. The mast must be folded and secured. The mast, console, deflated tube set, gunwales, seats, bow and stern posts and exposed stern drive propulsion system must be securely wrapped with polyethylene foam roll (1/8") under the cover and shrink wrap.

B. Applicable for boats listed as items 13 and 14 in Table herein this SOW. The tube set must be deflated and place in a crate with its ancillary equipment.

C. Applicable for boats listed as items 15 to 31 in Table 1 herein this SOW

The boat must be deflated. Then the boat, ancillary and floor boards are to be placed in valises which must be placed in wooden crates. FF tube sets are to be wrapped tightly in shipping cellophane then placed in to crates. FF propulsion equipment must be wrapped securely with polyethylene foam roll (1/8") then placed into crates. The wooden crates must be equipment size appropriate and be free of nail or screw protrusion that would damage packaged equipment. The crates must be stackable and able to be moved via industrial forklifts.

9 FAILURE TO MEET REQUIREMENTS

Failure of any boat to meet any requirement specified herein this SOW, or any amendments thereto, or as the result of the examination and tests specified, or due to improper storage or transport, or while in Contractor's care, constitutes cause for rejection of the boat and refusal by Canada – to allow progression of repairs – until evidence has been provided by the Contractor, to the QAR, that corrective action has been taken to complete the stated requirements by the Contractor at no cost to Canada.

Workmanship and materials not meeting the requirements of this SOW must be reworked to satisfy such requirements. Unsuitable work or material must be reworked and/or replaced at the Contractor's expense notwithstanding that the work or materials may have been previously inspected or that a Progress Payment for the work has previously been made.

APPENDIX 1

EQUIPMENT CHECK LIST

EQUIPMENT CHECK LIST (RIB (PC), SO RIB, MAKO RIB and SLIC)

NATO STOCK #	PART #	EQUIPMENT	QTY	
2010-21-910-6964	CC50577	Overall Cover	1	EA
6150-20-001-2417	ER10013	Shore power Cable Assembly	1	EA
6230-20-001-1979	EL22040M	Searchlight	1	EA
2040-00-268-9251	HB40003	Boat Hook (telescoping 3'-8')	1	EA
6545-21-913-6731	LF80010	First Aid Kit	1	EA
2090-21-885-0184	RK2002-ST-G	Repair Kit – Gray	1	EA
4220-21-886-2946	RN30080	Rescue Quoit w/throwline	2	EA
2040-21-910-6897	AS80010	Sea Anchor	1	EA
4020-20-001-2650	AS80024-2	33' Sea Anchor Line	1	EA
4020-20-001-2672	RN50500	Anchor Line (150')	1	EA
4030-01-379-2172	HS10043	3/8" Bow Shackle on anchor line	1	EA
4020-20-001-2173	RN30052	Mooring Line (25')	3	EA
4020-20-001-2396	RN80040	3/4" Yellow Polyprop	150	FT
4320-14-454-0200	PI10025	Pump and Hose	2	EA
2040-21-801-0885	PP20050	Paddle Renegade - Wood	4	EA
5840-01-517-8398	RR51000	Radar Reflector	1	EA
	2316162	VOLVO PENTA G PROP TOOL	1	EA

Solicitation No. - N° de l'invitation
W8482-195079/A
Client Ref. No. - N° de réf. du client
W8482-195079

Amd. No. - N° de la modif.

File No. - N° du dossier
041MD.W8482-195079

Buyer ID - Id de l'acheteur
041MD
CCC No./N° CCC - FMS No./N° VME

APPENDIX 2

INSTALLED EQUIPMENT

INSTALLED EQUIPMENT – Contractor must ensure list is complete.

NATO STOCK #	PART #	EQUIPMENT	QTY	
3940-21-907-8033	SM70101-650	Adapter Hoisting, single pt.	1	EA
2090-21-910-6965	SS70219A	Cradle	1	EA
6680-21-909-9542	RF50001	Rib-P Fuel Sounding Rod	1	EA
4210-20-A0F-7974	ED10026	2.5 lb Fire Extinguisher (including Bracket)	2	EA
2040-01-376-9259	PB50030-1	Handle, w/ball grip (Man. Pump)	1	EA
2040-21-658-0199	HS85001	Anchor	1	EA
2090-00-805-8336	DG10150	Garboard drain plug	1	EA
2030-21-910-6909	RF73600-2	Ensign staff complete	1	EA
8110-20-A01-5196	TF50005	Fuel Can Plastic	1	EA
5930-21-910-3098	ES11000	Kill Switch W/ Lanyard	1	EA
	RF50000	Backrest	1	EA

APPENDIX 3

TESTS

Inflatable collars and IRBs must be tested to the industry standard during R&O, as shown below.

OVER-PRESSURE TEST

CONTRACT #		MFR SERIAL #	
DND HULL ID #		DATE: (mm/dd/yyyy)	

Glossary:

- a) **Working Pressure:** The pressure at which the collar must be operated and maintained at. Working Pressure is equal to Pressure Relief Valve (PRV) setting if no PRV's are optioned.
- b) **Over-pressure Test Pressure:** Is two (2) times the Working Pressure.

Working Pressure (psi)	Over-pressure Test Pressure
3.5	7.0

Procedure:

- a) Mark all seam edges with a white grease pencil.
- b) Record the Test Pressure in the table below.
- c) Lock out the PRVs.
- d) Inflate all 5 chambers of the collar to the recommended test pressure.
- e) Maintain pressure for 20 minutes.
- f) After 20 minutes, inspect for seam slippage, rupture or permanent distortion.

	Test Pressure (psi)	Time
START	7.0	
END	-NA-	

Note and give details of any failures:

Pass / Fail Criteria:

There must be no evidence of any seam slippage, rupture, or permanent distortion. There must not be any leaks in the collar. If a leak is suspected, cover area with soapy water to find the leak. Any evidence of above must be considered a fail.

OVERALL TEST RESULT: PASS or FAIL

	Print	Signature
Canada Representative(s)		
Contracting Representative		

PRESSURE RELIEF VALVE TEST

CONTRACT #		MFR SERIAL #	
DND HULL ID #		DATE: (mm/dd/yyyy)	

Glossary:

- a) **Working Pressure:** The pressure at which the collar must be operated and maintained at.
Working Pressure is equal to Pressure Relief Valve (PRV) setting if no PRV's are optioned.

Working Pressure (psi)
3.5

Procedure:

- a) Inflate each chamber individually.
b) Using a pressure gauge fitted for inflatables, measure and record the pressure each PRV starts to relief in the table below.
c) Using the same gauge, measure and record the pressure each PRV resets in the table below.

	Port aft	Port 1	Bow	Stbd aft	Stbd 1		
Relief Pressure (psi)							
Reset Pressure (psi)							

Pass / Fail Criteria

Relief pressure must engage between 3.25(psi) and 4(psi)
Reset pressure must engage between 2.75(psi) and 3.5(psi)

OVERALL TEST RESULT: PASS or FAIL

	Print	Signature
Canada Representative(s)		
Contracting Representative		

BAFFLE TEST

CONTRACT #		MFR SERIAL #	
DND HULL ID #		DATE: (mm/dd/yyyy)	

Procedure:

- Lock all pressure relief valves.
- Inflate every chamber to 360mbar.
- Lock open the chambers fill valves on the remaining chambers.
- Allow 15 minutes for over-pressure then adjust to 300mbar for 4 hours.
- Allow 1 hour for stabilization and set to 240mbar.
- Record time, temperature and barometric pressure (bar).
- After 4 hours record all chamber pressures, time temp and barometric.

Compensate for atmospheric changes.

- Ensure that Test **Pass / Fail** remark is recorded.
- If the test drops more than 20mbar in first 24hrs, continue to 48, 72 and 120.
- If total failure, ensure that a problem is found, repaired recorded and retested prior to proceeding.

Table C- 1

	Date: M/D/Y	Time	Temp °C	Bar (mbar)
Initial		am pm		
Final		am pm		
Compensate mbar				
Total Compensate mbar				

Pressure test atmospheric change compensation values and parameters	
1	-4 mbar = +1 °C
2	+4 mbar = -1 °C
3	+1 mbar = +1 mbar (bar press.)
4	-1 mbar = -1 mbar (bar press.)
5	6 °C temperature variation voids test
6	11 mbar press. variation voids test

Table C- 2

	Port 4	Port 3	Port 2	Port 1	Bow	Stbd 1	Stbd 2	Stbd 3	Stbd 4
Initial									
Final									
Compensate									

Acceptance / Rejection Criteria:

Solicitation No. - N° de l'invitation
W8482-195079/A
Client Ref. No. - N° de réf. du client
W8482-195079

Amd. No. - N° de la modif.
File No. - N° du dossier
041MD.W8482-195079

Buyer ID - Id de l'acheteur
041MD
CCC No./N° CCC - FMS No./N° VME

A compensated chamber pressure drop of more than 5 mbar/hr constitutes a failure

Finding:		
Corrective Action:		
	<u>Print name</u>	<u>Date</u>
Finding:		
Corrective Action:		
	<u>Print name</u>	<u>Date</u>
Finding:		
Corrective Action:		
	<u>Print name</u>	<u>Date</u>

OVERALL TEST RESULT: PASS or FAIL

	Print	Signature
Canada Representative(s)		
Contracting Representative		

<u>Additional Notes</u>

24 HOUR AIR HOLDING TEST

CONTRACT #		MFR SERIAL #	
DND HULL ID #		DATE: (mm/dd/yyyy)	

Procedure:

- a) Lock all pressure relief valves.
- b) Inflate every chamber to 300mbar.
- c) Allow 1 hour stabilization, then re-adjust to 240mbar
- d) Record time, temperature and barometric pressure (bar).
- e) After 24 hours record all chamber pressures, time, temperature and bar
- f) Compensate for atmospheric changes
- g) Record all compensated chamber pressures
- h) If tube does not pass, find problem, rectify and retest.

Table 1

	Date: M/D/Y	Time	Temp °C	Bar (mbar)
Initial		am pm		
Final		am pm		
Compensate mbar				
Total Compensate mbar				

Pressure test atmospheric change compensation values and parameters	
1	-4 mbar = +1 °C
2	+4 mbar = -1 °C
3	+1 mbar = +1 mbar (bar press.)
4	-1 mbar = -1 mbar (bar press.)
5	6 °C temperature variation voids test
6	11 mbar press. variation voids test

Table 2

	Port 4	Port 3	Port 2	Port 1	Bow	Stbd 1	Stbd 2	Stbd 3	Stbd 4
Initial									
Final									
Compensate									

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Acceptance / Rejection Criteria:

A compensated chamber pressure drop of more than 20mbar in 24 hrs, 35 mbar in 48 hrs, 50 mbar in 72 hrs, 60 mbar in 96 hrs, 65 mbar in 120hrs must constitute a failure.

Finding:		
Corrective Action:		
	<u>Print name</u>	<u>Date</u>
Finding:		
Corrective Action:		
	<u>Print name</u>	<u>Date</u>
Finding:		
Corrective Action:		
	<u>Print name</u>	<u>Date</u>

OVERALL TEST RESULT: PASS or FAIL

	Print	Signature
Canada Representative(s)		
Contracting Representative		

Additional Notes

APPENDIX 4

DOCUMENTATION

The Contractor must provide, as part of the scope of supply, all related documentation as specified and/or detailed in various sections of this SOW – IAW all provisions listed in this Appendix.

All Contractor supplied documentation must become the property of Canada. This must include all electronic media. Electronic media must not be protected to prevent making additional copies for internal use. All final documentation must be in English (or bilingual if available).

1.0 Drawings

1.1 General

- 1.1.1 All drawings supplied by the Contractor must be AutoCAD 2017 DWG format compatible, or later edition. Electronic drawings must not be protected so as to be "Read-Only" files. Fonts for text must be AutoCAD 2017 standard. Blocks are not to be grouped. All text included in a block must be an attribute.
- 1.1.2 A complete list of layer names and brief description of each layer's use must accompany all files. Layer names, layer colour codes, and layer line types must be standardized across the drawings, or drawing types.
- 1.1.3 Electronic drawings must be provided to the TA via email, FTP server or USB device. All files must be clearly labelled with the project number, file names and drawing numbers. Files must be labelled "As-Fitted" drawings for those drawings that have been approved and finalized.
- 1.1.4 A complete list of symbol (block) names with a description of each symbol must be provided. One block per drawing must be provided in electronic format suitable for use with AutoCAD 2017. Drawing sheet sizes, including where possible vendor drawings, must be ANSI standards with standard border and title block in the layout section.
- 1.1.5 "As-Fitted" prints/plots must not contain markings or corrections by hand, i.e. marker, pen, pencil.
- 1.1.6 The Contractor must provide the IA and the TA with all drawings required by or generated by any sub-Contractor.
- 1.1.7 Schematic drawings of systems must include all pertinent system information, including sizes, dimensions, labelling, equipment locations, and all information relating to system fittings.
- 1.1.8 The Contractor must have in place a complete system of documenting and controlling all drawings and drawing revisions affected by the work. The Contractor must maintain an up-to-date list of drawings and revisions, and must provide this list to the IA and the TA at the monthly progress meeting. This list must include a column of all drawings requiring Regulatory Class approval.

1.2 Guidance Drawings

All technical guidance drawings are issued to the Contractor from the DND for guidance purposes only. The Contractor must develop working drawings and ensure that all drawings receive regulatory approval, where required. The Contractor is to note that not all guidance drawings supplied are "As-Fitted" drawings. The Contractor must physically verify all affected items and all dimensions necessary for the work.

1.3 Working Drawings

- 1.3.1 The Contractor must develop detailed working drawings for all project work and regulatory body approval purposes. All variations must be incorporated into the working drawing revisions.
- 1.3.2 Working drawings must clearly indicate the materials and/or equipment being supplied, all details of construction, accurate dimensions, capacity, operating characteristics and performance. Each working drawing must have a unique identification number and blocks of numbers must be used to identify the various specification items. Where multiple working drawings are required, each drawing must indicate the total number of sheets within the series.
- 1.3.3 Each working drawing for non-catalogue items must be prepared specifically for this project. Working drawings and brochures for catalogue items must be clearly marked to show the items being supplied.
- 1.3.4 The Contractor must sign off on all working drawings indicating:
 - a) The drawing has been checked for conformance with all Specification requirements;
 - b) The equipment has been coordinated with other equipment to which it is attached and/or connected;
 - c) All dimensions have been verified to ensure the proper installation of equipment within the available space.

1.4 Working Drawings – Submission for Review by DND

- 1.4.1 The Contractor must submit to the TA two (2) copies of all working drawings, shop drawings and schedules required for the work. Drawings must be submitted to the TA and the IA at least fourteen (14) days prior to commencement of work for the affected drawings. The IA and the TA must review the drawings within five (5) working days. This review will consist of verification of adherence to the requirements of the specification. Where necessary, the TA will return one (1) copy of the drawing to the Contractor with comments from the IA and the TA. The Contractor must make any required amendments and return two (2) copies of the revised drawing, with revision dates and revision numbers, to the TA.
- 1.4.2 Reviewed drawings must not be modified in any way without written approval of the TA. In the event of subsequent revisions to drawings already reviewed, the entire drawing, i.e., all sheets, whether revised or not, must be resubmitted for review.
- 1.4.3 Space must be provided on the working drawings for review dates and signatures of the IA and the TA.

- 1.4.4 Drawings submitted for review, unless otherwise specified, must be in the form of plotted originals. Manufacturer's printed data sheets for standard items are acceptable providing pertinent characteristics are identified and relate to specified items.

1.5 Working Drawings – Submission for Regulatory Approval

- 1.5.1 The Contractor must submit to the Regulatory Body copies, as necessary, of working drawings, and/or layout drawings, schedules and calculation required for approval by the Regulatory Body.
- 1.5.2 The Contractor is responsible to ensure working drawings are Regulatory Body approved prior to the start of work for any section of the specification where Regulatory Body approval is required.
- 1.5.3 Space must be provided on the working drawings for Regulatory Body approval stamps. This space must be clear of all technical information and must not be on the back of any sheets.
- 1.5.4 The Contractor must contact the respective the Regulatory Body's approvals office to determine the number and type of materials required for approval submissions – where it is required.
- 1.5.5 The Contractor must supply one (1) original stamped drawings and one (1) copy of all Regulatory Body approved drawings to the TA.
- 1.5.6 The Contractor must supply four (4) scanned copy, electronic TIF and PDF format, of all Regulatory Body approved drawings via email, FTP server or USB device to the TA.

1.6 “As-Fitted” Drawings

- 1.6.1 Upon completion of the work, the Contractor must transfer all mark-ups from the working drawings to a final revision of all drawings affected by the project work. These drawing must become the “As-Fitted” drawings for the project work.
- 1.6.2 The Contractor must update all drawings affected by the work.
- 1.6.3 Prior to completion of the contract, the Contractor must supply to the TA the following:
- a) Two (2) plotted copies of the latest revision of each of the “As-Fitted” drawings;
 - b) Four (4) electronic copies of the latest revision of each “As-Fitted” drawing via email, FTP server or USB device in AutoCAD 2017 DWG or later format.;
 - c) All drawings must become the property of Canada;
 - d) Plotted drawings must be on standard ANSI paper sizes.
- 1.6.4 If no AutoCAD drawing files are produced then scanned files (raster format) must be supplied to the TA in a TIF format.
- 1.6.5 “As-Fitted” drawings must be delivered within 15 days after completion of the sea trials.

1.7 Working Drawing Updates – Technical Authority Review

- 1.7.1 As drawings are developed, during the performance of the Work, the Contractor must provide to the On Site IA, one (1) hard copy of the latest revision of each drawing. Drawings must be provided in their native size.
- 1.7.2 An updated drawing index must be provided with each batch of updated drawings.

2.0 Manuals and Records

2.1 General

- 2.1.1 Instruction Manuals and Records must be individually bound in a hard cover 3 ring book formats with a page size of 8 1/2 inches x 11 inches. 3 Ring binders must be of the “D” type with positive locking mechanisms. Drawings and documents of a larger size must be concertina folded to suit. The covers must have the following information printed thereon:
- a) REPAIR & OVERHAUL OF SERVICE BOATS & RELATED EQUIPMENT
Equipment/System Identification;
 - b) Equipment Manufacturer;
 - c) Revision number and date.
- 2.1.2 Plastic tabbed indices must be provided for all sections of the manuals. Major equipment components must be subdivided into separate sections of the manuals.
- 2.1.3 A master index must be provided at the beginning of each binder indicating all items included in each section.
- 2.1.4 A list of names, addresses and telephone numbers of contacts associated with the equipment manufacturers must be provided that can be used after the project completion for maintenance and information data purposes.
- 2.1.5 A copy of the final reviewed and approved “As-Fitted” drawing(s) must be provided within the maintenance manual.
- 2.1.6 The Contractor must supply four (4) paper copies of all manuals and data sheets in English for all Contractor Furnished Equipment items to the TA prior to the completion of the contract.
- 2.1.7 The Contractor must supply four (4) copies of each manual and all associated data sheets via email, FTP server or USB device in electronic PDF file format to the TA prior to the completion of the contract.

2.2 Operation Manuals – “As-Fitted”

- 2.2.1 Operation manuals must include the following items:
- a) General description of equipment operating sequence;
 - b) Step by step procedure to follow in commissioning the equipment;

- c) Schematic wiring diagram for the fitted equipment;
- d) All pertinent equipment performance criteria;
- e) Where software/hardware systems are fitted, the operation manual must include the following:
 - i. Full software documentation manual for the system and via email, FTP server or USB device such that Canada may revise programs without recourse to the Contractor.
 - ii. The minimum software documentation must include system level diagrams describing the overall scheme of the software/hardware system.
- f) The functional specifications, which must describe in detail the functional capabilities of the system and each software components;
- g) Project specific program listings including all comments describing the details of the code functions;
- h) All listings, files, manuals and associated documentation materials must be delivered to and become the property of Canada.

2.2.2 The Contractor must supply the number of paper copies and electronic copies of the operations manuals as set out in Article 2.1.

2.3 Maintenance Manuals – “As-Fitted”

2.3.1 Maintenance manuals are to include:

- a) Manufacturer's maintenance instructions for each item of the equipment requiring maintenance activity;
- b) Instructions are to include installation instructions, part numbers, part lists, master drawings and exploded views with part identification for all mechanical, electrical and electronic parts, name of suppliers;
- c) Summary list of each item of the equipment requiring lubrication, indicating the name of the equipment item, location of all points of lubrication, type of lubricant recommended, and frequency of lubrication;
- d) Troubleshooting sections must be included for all equipment in the maintenance manual under a separate heading.

2.3.2 The Contractor must supply the number of paper copies and electronic copies of the maintenance manuals as set out in Article 2.1.

2.4 Tests / Trials and Inspection Records

2.4.1 The Contractor must prepare a separate binder, arranged as per Article 2.1, for the documentation of all Test, Trials and Inspection Records. The binder must be indexed for each test, trial and inspection performed.

2.4.2 The Contractor must maintain a complete and accurate record of all tests, trials and inspections conducted during the execution of the work. This must include those tests, trials and inspections performed at sub-Contractors facilities, if any. The records must include all relevant

documentation, test procedures, associated test sheets, including shop test data, and test, trial and inspection data and observation results.

- 2.4.3 All originals of the test, trial and inspections records must be signed by the Regulatory Body if applicable, the Contractor, the IA or TA, and where necessary by the sub-Contractors and/or Field Service Representative (FSR) who witnessed the tests.
- 2.4.4 Tests and inspections carried out for the specific purpose of satisfying the Regulatory Body requirements must be recorded and signed on documents meeting the requirements to clearly indicate which piece of equipment or system with associated field number was tested and the results of the tests carried out. All copies of the documentation must be dated and signed by the attending Regulatory Body surveyor and the Contractor.

2.5 Certificate Records

- 2.5.1 The Contractor must prepare a separate binder, arranged as per Article 2.1, for the documentation of all Certificate Records. The binder must be indexed for each item or piece of equipment for which Certificate Records are available.
- 2.5.2 The Contractor must maintain a complete and accurate record of all certificate records applicable to the work. Certificate records must be current and for the type of equipment being installed by the Contractor. The Contractor must ensure that where classification society approval certificates are required, these certificates are provided within the Certificate Records binder. Where manufacturers have supplied certificates for equipment within operational manuals, copies of these certificates must be indexed within the Certificate Records binder. The Contractor must also obtain and index all certificates issued by its sub-Contractors.
- 2.5.3 All Classification Society Certifications, and Material Safety Data Sheets (MSDS) for each equipment, where applicable, must be submitted.
- 2.5.4 The Contractor must supply the number of paper copies and electronic copies of the test, trials and inspection records as set out in Article 2.1.
- 2.5.5 NOTE: Where original certificates are provided, especially Regulatory Body certificates, one of the three paper copies must be the original document.

3.0 Progress Photographs and Images

The Contractor must provide high-resolution (minimum 12 Mega Pixel) JPEG digital images delivered via email, FTP server or USB device of the work in progress during each phase of the project. The photographs must commence when the work begins and continue as long as work is in progress.

The Contractor must take sufficient exposures during the project to ensure that an adequate record of work progress is captured. The date of exposure must be automatically recorded for all images.

The Contractor must provide two (2) copies of all progress photographs delivered via email, FTP server or USB device media in JPEG format to the IA and the TA at monthly progress meetings.

APPENDIX 5

PRE-SERVICE INSPECTION REPORTS

This Annex includes the following Pre-Service Inspection Sheets:

1. Pre-Service Inspection Report – Hull & Fittings
2. Pre-Service Inspection Report – Electrical
3. Pre-Service Inspection Report – Diesel Engine, Propulsion and Mechanical Systems
4. Pre-Service Inspection Report – Transportation Cradles and Trailers
5. Generic Pre-service Inspection Report – Ancillary Equipment

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1. Pre-Service Inspection Report – Hull and Fittings

REPAIR FACILITY-	CUSTOMER-	DND ID#	OEM HIN-
SUB-CONTRACTOR WO#	REP -	TUBE#-	<u>ENGINE #</u>
PRIME JOB#	PH # -	MODEL	<u>ENGINE MODEL</u>
RECEIVING DATE:			

Inspected by: _____ Inspection date: _____

Perform complete visual inspection of hull and all fitted hardware and fill in the following checklist.

ITEM	DESCRIPTION	EST HRS
1	<input type="checkbox"/> Inspect all cushions / Seat Cushions – Inspect SMS seat/bolster hardware for function and corrosion. Repair or Replace as required. Inspect mechanical fastening latches. FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	
2	<input type="checkbox"/> Inspect outside GRP / AL hull for delamination, cracks, holes, pitting, and corrosion – Repair as required. FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	
3	<input type="checkbox"/> Inspect the deck, non-skid and bilge area GRP/AL for cracks or damage. Repair as required. FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	
	<input type="checkbox"/> Check that all labels and placards are present and undamaged and legible.	

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ITEM	DESCRIPTION	EST HRS
4	<p>Replace or repair as required. To include DND ID plates and OEM info plates.</p> <p>FINDING: GOOD FAIR POOR</p> <p>NOTES:</p>	
	METHOD OF REPAIR:	
5	<p><input type="checkbox"/> Inspect gaskets on lids and cover plates. Replace or repair as required</p> <p>FINDING: GOOD FAIR POOR</p> <p>NOTES:</p>	
	METHOD OF REPAIR:	
6	<p><input type="checkbox"/> Inspect all hatches, engine cover, ancillary spaces and all closing latches. Replace or repair as required.</p> <p>FINDING: GOOD FAIR POOR</p> <p>NOTES:</p>	
	METHOD OF REPAIR:	
7	<p><input type="checkbox"/> Check the fire suppression system bottle weight, label in Green/Red. Check function of pull lever with bottle removed. Recertify, repair as required.</p> <p>FINDING: GOOD FAIR POOR</p> <p>NOTES:</p>	
	METHOD OF REPAIR:	
8	<p><input type="checkbox"/> Inspect tube set attachment strips/ tube set channel flange. Repair/replace as required.</p> <p>FINDING: GOOD FAIR POOR</p> <p>NOTES:</p>	
	METHOD OF REPAIR:	
9	<p><input type="checkbox"/> Inspect all lift points for overall condition.</p> <p>FINDING: GOOD FAIR POOR</p> <p>NOTES:</p>	

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ITEM	DESCRIPTION	EST HRS
	METHOD OF REPAIR:	
10	<input type="checkbox"/> Inspect above water scupper trunks. Replace as required. FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	
11	<input type="checkbox"/> Inspect condition & operation of manual bilge pump. Replace or repair as required. FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	
12	<input type="checkbox"/> Inspect all fasteners. Replace or repair as required. FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	
13	<input type="checkbox"/> Inspect all outer visible stainless steel components. Replace or repair as required. FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	
14	<input type="checkbox"/> Inspect anti-fouling paint condition on hull. FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	
15	<input type="checkbox"/> Remove / install tubeset. Inspect condition of patches, wear, and paddle patches, step Treads, tube dressing, inflation valves, over pressure relief valves, safety lines, rubbing strakes, grommets, delamination. Perform 24 Hour Air Holding Tests IAW Appendix C of Annex A. Inspect diver door for functionality, delamination defects.	

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ITEM	DESCRIPTION	EST HRS
20	<input type="checkbox"/> Inspect bow skirt, lashings, grommets, material. FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	
21	<input type="checkbox"/> Inspect Lift Frame if applicable, corrosion, test date expiry, cracks, deficiencies, gussets, deck lugs, pins. FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	
22	<input type="checkbox"/> Inspect arch superstructure, check for corrosion, cracks, pins, folding arch function test, brackets for equipment (Dome, antennae, whips, hailer). FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	
23	<input type="checkbox"/> Inspect transom shield for cracks, corrosion, wear FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	
24	<input type="checkbox"/> Inspect hull anodes FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	
25	<input type="checkbox"/> Inspect console superstructure and handle bars for cracks, corrosion, pitting, (Are there any leaks that go internally?) FINDING: GOOD FAIR POOR NOTES:	

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ITEM	DESCRIPTION	EST HRS
	METHOD OF REPAIR:	
26	<input type="checkbox"/> Inspect pole mount and pole holder. FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	
27	<input type="checkbox"/> Inspect overall condition of scuppers, perform scupper function test. FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	
28	<input type="checkbox"/> Inspect overall condition of bow post, stern crucifix, cargo cleats on deck FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	
29	<input type="checkbox"/> Inspect Epirb, fire extinguisher (expired/green?) and their brackets FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	
OTHER DEFICIENCIES NOTICED		
	<input type="checkbox"/> FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	
	<input type="checkbox"/> FINDING: GOOD FAIR POOR	

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2. Pre-Service Inspection Report – Electrical

REPAIR FACILITY-	CUSTOMER-	DND ID#	OEM HIN-
SUB-CONTRACTOR WO#	REP -	TUBE#-	<u>ENGINE #</u>
PRIME JOB#	PH # -	MODEL	<u>ENGINE MODEL</u>
RECEIVING DATE:			

Inspected by: _____ Inspection date: _____

Perform complete visual inspection of all electrical wires, cables, inlets, outlets, junction boxes, terminals, switch boards, instrument panel bezels, all NAV lights and console back lighting then complete the following checklist.

ITEM	DESCRIPTION	EST HRS
DESCRIPTION – ENGINE RUNNING IF APPLICABLE		
1	<input type="checkbox"/> Record hour meter reading. _____ In working order? Y / N FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	
2	<input type="checkbox"/> Function test of Navigation Lights: Port / Starboard / Stern-Mast / Strobe / Tactical Lights / Console Back Lighting / Compass / Search Light FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	
3	<input type="checkbox"/> Check condition of battery cables, cable ends FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	

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ITEM	DESCRIPTION	EST HRS
4	<input type="checkbox"/> Verify starter motor operation FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	
5	<input type="checkbox"/> 1. Voltage of Batteries between 12 and 15 volts? 2. Function of battery switch 1____ 2____ Both____ Volts 3. Inspection of breaker panel board aft FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	
6	<input type="checkbox"/> Inspect if internal console wiring is secured, inspection of breaker panel forward Inspect exterior control panel bezels for functionality FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	
7	<input type="checkbox"/> Inspect battery charger, and perform function test FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	
8	<input type="checkbox"/> Function test for horn FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	

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ITEM	DESCRIPTION	EST HRS
9	<input type="checkbox"/> Test kill switch FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	
10	<input type="checkbox"/> Power and polarity of accessory plugs 1 _____ 2 _____ 3 _____ FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	
11	<input type="checkbox"/> Function test on shore power terminal - ENGINE OFF Inspect overall condition and connectivity of breaker panel aft FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	
12	<input type="checkbox"/> LOAD TEST BATTERIES – disconnect batteries / ENGINE OFF FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	
13	<input type="checkbox"/> Inspect engine grounds FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	
14	<input type="checkbox"/> Function test on battery warmers, kim hotstart (engine block heater) FINDING: GOOD FAIR POOR NOTES:	

ITEM	DESCRIPTION	EST HRS
	METHOD OF REPAIR:	
15	<div> <input type="checkbox"/> <div>ENGINE IDLE</div> <div> Oil pressure : 30-60 psi _____ Voltage : 12 -15 Volts _____ Temperature: 194°F MAX _____ Idle 600-700 _____ </div> <div> FINDING: GOOD FAIR POOR NOTES: </div> </div>	
	METHOD OF REPAIR:	
16	<div> <input type="checkbox"/> <div>SEA TRIAL</div> <div> Oil pressure : 30-60 psi _____ Voltage : 12 -15 Volts _____ Temperature: 194°F MAX _____ Turbo (min 14 psi) _____ RPM WOT _____ </div> <div> FINDING: GOOD FAIR POOR NOTES: </div> </div>	
	METHOD OF REPAIR:	
17	<div> <input type="checkbox"/> <div>ENGINE ON / OFF</div> <div> Trim sender function test - Stern drive all the way up Stern drive all the way down </div> <div> FINDING: GOOD FAIR POOR NOTES: </div> </div>	

ITEM	DESCRIPTION	EST HRS
	METHOD OF REPAIR:	
NAVIGATION SUITE		
18	<input type="checkbox"/> Inspect overall condition of NAV screen, Nav. screen cover plate, touch pad function test FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	
19	<input type="checkbox"/> Function test of radar, overall inspection of Dome FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	
20	<input type="checkbox"/> Function test of VHF/UHF (if fitted) Radio, overall condition of unit and all antennas Function test of loud hailer FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	
21	<input type="checkbox"/> Function test of GPS FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	
22	<input type="checkbox"/> Function test and condition of depth sounder / transducer bracket and cable FINDING: GOOD FAIR POOR NOTES:	

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ITEM	DESCRIPTION	EST HRS
	METHOD OF REPAIR:	
23	<input type="checkbox"/> Status of power to AIS System GO / NO GO FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	
MISC ELECTRICAL		
24	<input type="checkbox"/> Inspection of bilge blower and function test FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	
25	<input type="checkbox"/> Inspection and function test of turbo max inflation system with hose connector FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	
26	<input type="checkbox"/> Function test of the full EVC / HPU, Inspection of proper power steering, power trim, throttle shift lever (neutral/drive, reverse gear engage) and Engine rpm control ENGINE ON FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	
27	<input type="checkbox"/> Function test of electric bilge pump FINDING: GOOD FAIR POOR NOTES:	

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	METHOD OF REPAIR:	
OTHER DEFICIENCIES NOTICED		
	<div><div></div><div>FINDING: GOOD FAIR POOR</div><div>NOTES:</div></div>	
	METHOD OF REPAIR:	
	<div><div></div><div>FINDING: GOOD FAIR POOR</div><div>NOTES:</div></div>	
	METHOD OF REPAIR:	
	<div><div></div><div>FINDING: GOOD FAIR POOR</div><div>NOTES:</div></div>	
	METHOD OF REPAIR:	
	<div><div></div><div>FINDING: GOOD FAIR POOR</div><div>NOTES:</div></div>	
	METHOD OF REPAIR:	

FOR #	PART #	DESCRIPTION	UOM	QTY STD	QTY IN	QTY ORD	REPAIR	REPLACE

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3. Pre-Service Inspection Report – Diesel Engine, Propulsion and Mechanical Systems

REPAIR FACILITY-	CUSTOMER-	DND ID#	OEM HIN-
SUB-CONTRACTOR WO#	REP -	TUBE#-	<u>ENGINE #</u>
PRIME JOB#	PH # -	MODEL	<u>ENGINE MODEL</u>
RECEIVING DATE:			

Inspected by: _____ Inspection date: _____

Perform complete visual inspection of engine, shafts, propulsion stern drive, and fill in the following checklist.

ITEM	DESCRIPTION	EST HRS
ENGINE OFF		
1	<input type="checkbox"/> Visually inspect engine, engine bay, bilge, fasteners, flexible engine mounts, alternator, condition and tension of V-belts. FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	
2	<input type="checkbox"/> Inspect fuel filter (racor) fuel lines and valves for contamination FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	
3	<input type="checkbox"/> Inspect air intake and filter side of turbocharger for wear or damage FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	

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ITEM	DESCRIPTION	EST HRS
4	<input type="checkbox"/> Inspect condition of sea water pump impellor FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	
5	<input type="checkbox"/> Inspect for movement in drive shaft, intermediate housing, U-Joint FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	
6	<input type="checkbox"/> Inspect engine bed anodes FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	
7	<input type="checkbox"/> Check all fluids – Engine oil, coolant, power steering FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	
8	<input type="checkbox"/> Inspect exhaust bellows FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	
9	<input type="checkbox"/> Inspect drive bellows, check for evidence of water ingress FINDING: GOOD FAIR POOR NOTES:	

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ITEM	DESCRIPTION	EST HRS
	METHOD OF REPAIR:	
ENGINE RUNNING		
10	<input type="checkbox"/> Verify starter operation FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	
11	<input type="checkbox"/> Inspect sea water pump, cooling and delivery system (raw water, sea strainer) for Defects or leaks FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	
12	<input type="checkbox"/> Inspect fuel system for leaks; injectors, pumps, lines and fittings FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	
13	<input type="checkbox"/> Inspect drive shaft and couplers for deflection FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	
STERN DRIVE – ENGINE OFF		
14	<input type="checkbox"/> Inspect dual hydraulic arms for functionality, defects and overall condition FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	

ITEM	DESCRIPTION	EST HRS
15	<input type="checkbox"/> Inspect entire stern drive, cowlings and skeg and sheild for visible damage FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	
16	<input type="checkbox"/> Inspect prop condition- if damaged inspect spline sleeve FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	
17	<input type="checkbox"/> Inspect stern drive oil for viscosity, colour and amount. (pressure test if necessary) FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	
18	<input type="checkbox"/> Check condition of jack shaft and guard FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	
19	<input type="checkbox"/> Check condition of jack shaft and guard FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	
20	<input type="checkbox"/> Inspect condition of shaft couplers via removing rear guard FINDING: GOOD FAIR POOR NOTES:	

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ITEM	DESCRIPTION	EST HRS
	METHOD OF REPAIR:	
STERN DRIVE - ENGINE RUNNING		
21	<input type="checkbox"/> Inspect drive shaft and couplers for deflection FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	
22	<input type="checkbox"/> Inspect intermediate housing for movement and abnormal bearing noise FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	
23	<input type="checkbox"/> Shift stern drive unit and verify proper engagement of prop in forward, idle, reverse. Check for abnormal noise in each condition FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	
24	<input type="checkbox"/> Inspect prop for deflection FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	
25	<input type="checkbox"/> Inspect drive anodes FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	

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ITEM	DESCRIPTION	EST HRS
MISCELLANEOUS MECHANICAL		
26	<input type="checkbox"/> Function test of manual bilge FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	
27	<input type="checkbox"/> Function test of emergency stop/engine shut down FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	
28	<input type="checkbox"/> Function test of engine bay vent flap (open/close) FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	
29	<input type="checkbox"/> Function test of gas cap and overall condition of diesel inlet (forward) FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	
30	<input type="checkbox"/> Inspection and function test of fire extinguisher brackets, inspect extinguisher and certification date FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	
OTHER DEFICIENCIES NOTICED		

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ITEM	DESCRIPTION	EST HRS
	<input type="checkbox"/> FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	
	<input type="checkbox"/> FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	
	<input type="checkbox"/> FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	

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4. Pre-Service Inspection Report – Transportation Cradles and Trailers

REPAIR FACILITY-	CUSTOMER-	DND ID#	OEM HIN-
SUB-CONTRACTOR WO#	REP -	TUBE#-	<u>ENGINE #</u>
PRIME JOB#	PH # -	MODEL	<u>ENGINE MODEL</u>
RECEIVING DATE:			

Inspected by: _____ Inspection date: _____

Perform complete visual inspection of the transportation cradle or trailer and fill in the following checklist.

NOTE: This form is only to verify functionality or serviceability of the cradle / trailer; it is not meant for the Contractor to create a Statement of Work (SOW) for Repair or Overhaul (R&O). The Contractor must have specific instructions and authorization from the Technical Authority or a representative from DMEPM NC-5-3 to conduct R&O.

ITEM	DESCRIPTION	EST HRS
DESCRIPTION - CRADLE		
1	<input type="checkbox"/> Inspect visible welds in risers and cross members. FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	
2	<input type="checkbox"/> Inspect condition of bunks, material on bunks FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	
3	<input type="checkbox"/> Inspect tie downs, chains, shackles and bottle screw fasteners FINDING: GOOD FAIR POOR NOTES:	

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ITEM	DESCRIPTION	EST HRS
	METHOD OF REPAIR:	
DECRPTION - TRAILER		
4	<input type="checkbox"/> Check for CFR plate, is the VIN visible? FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	
5	<input type="checkbox"/> Light and reflector inspection, brake, tail, left, right, side marker light, rear reflectors FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	
6	<input type="checkbox"/> Inspect electrical harness and connection receptacle FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	
7	<input type="checkbox"/> Inspection of axle, overall condition of tires FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	
8	<input type="checkbox"/> Inspect rollers, bunks, gussets, cross members for cracks, defects FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	

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ITEM	DESCRIPTION	EST HRS
9	<div><input type="checkbox"/></div> Inspect hitch and hitch mechanism for defects and functionality FINDING: GOOD FAIR POOR NOTES:	
	METHOD OF REPAIR:	
10	<div><input type="checkbox"/></div> Other Deficiencies Noted: <div>CRADLE: SERVICEABLE: YES NO</div> <div>TRAILER: SERVICEABLE: YES NO</div>	

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5. Generic Pre-Service Inspection Report – Ancillary Equipment

PART #	DESCRIPTION	UOM	QTY STD	QTY IN	QTY ORD	REPAIR	REPLACE	N/A
	Sea Anchor	EA	1					
	Sea Anchor line 5/16" x 33'	EA	1					
	Boat Cover	EA	1					
	Searchlight w/ Marine plug	EA	1					
	MOB Switch – 1 fitted 1 spare	EA	2					
	Marinco 50PCM.OEM 50' 30A CORD	EA	1					
	Boat hook	EA	1					
	First Aid kit	EA	1					
	BRAVO 10 inflation pump	EA	2					
	5' Varnish paddle	EA	4					
	Fuel Sound Rod	EA	1					
	Repair Kit Standard Grey Hyp	EA	1					
	Patch glue	EA	1					
	Throw Line/Quoit	EA	2					
	Anchor Line ½" x 150'	EA	1					
	Mooring Line 5/8" x 25' (BOW & STERN)	EA	3					
	¾" Yellow Poly 3 strand 150 ft	EA	1					
	Anchor Fortress FX-11	EA	1					
	2.5lb Extinguisher	EA						
	3/8" Bow Shackle on Anchor line	EA	1					
	Emergency Tiller Rib P	EA	1					
	RADAR REFLECTOR	EA	1					
	BLACK PADDLE	EA	4					
<u>Other Ancillary Equipment Not Listed</u>								
PART #	DESCRIPTION	UOM	QTY STD	QTY IN	QTY ORD	REPAIR	REPLACE	

APPENDIX 6

ACRONYMS

ACRONYMS	DEFINITIONS
AAS	Advance Accountable Spares
CF	Canadian Forces
CIS	Contractor Issued Spares
CWB	Canadian Welding Bureau
DND	Department of National Defence
DP	Duo Propeller
ECL	Equipment Check List
EST	Estimated
FCA	Free Carrier At (Incoterm 2000 mode of Transportation)
FSR	Field Service Representative
GFM	Government Furnished Materiel
GFOS	Government Furnished Overhaul Spares
GQA	Government Quality Assurance
GRP	Glass Reinforced Plastic
HAT	Harbour Assisted Trial
HRS	Hours
IAW	In Accordance With
IRB	Inflatable Rubber Boat
ISO	International Organization for Standardization
MRP	Mobile Repair Party
NAV	Navigation
NSN	NATO Stock Number
OB	Outboard
OEM	Original Equipment Manufacturer
P(C)	Type P, Canadian Version
QA	Quality Assurance
QAR	Quality Assurance Representative
QC	Quality Control
QTY	Quantity
RIB	Rigid (Hull) Inflatable Boat
RPM	Revolutions per minute
R&O	Repair & Overhaul
SAT	Ship Assisted Trial
SITS	Special Investigation and Technical Studies
SLIC	Special Light Insertion Craft

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ACRONYMS	DEFINITIONS
SO	Special Operations
SOW	Statement of Work
SP	Single Propeller
SR2-(A)	Sea Rescue 2 (ALPHA Version)
SRR	Sea Rescue Response
STD	Standard
SWL	Safe Working Load
TA	Technical Authority
TIES	Technical Investigations and Engineering Services
UOM	Unit Of Measurement