



## RETURN BIDS TO:

## RETOURNER LES SOUMISSIONS À:

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

See herein for bid submission  
instructions/

Voir la présente pour les  
instructions sur la présentation  
d'une soumission

NA  
British Columbia

## INVITATION TO TENDER

## APPEL D'OFFRES

**Tender 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.

### Soumission 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 et 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

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

<b>Title - Sujet</b> CCGS S.W. Grenfell - Cargo Hatch NGCC S.W Grenfell - Ecoutille de cargaison	
<b>Solicitation No. - N° de l'invitation</b> F7049-200095/A	<b>Date</b> 2020-12-31
<b>Client Reference No. - N° de référence du client</b> F7049-200095	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$XLV-176-8144
<b>File No. - N° de dossier</b> XLV-0-43175 (176)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Pacific Standard Time PST <b>on - le 2021-01-18</b> Heure Normale du Pacifique HNP	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Godin, Andre	<b>Buyer Id - Id de l'acheteur</b> xlv176
<b>Telephone No. - N° de téléphone</b> (250) 216-2504 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Fisheries and Oceans Canada See herein	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>3</b>
1.1 INTRODUCTION.....	3
1.2 SUMMARY .....	3
1.3. EPOST CONNECT.....	3
1.4 DEBRIEFINGS .....	3
<b>PART 2 - BIDDER INSTRUCTIONS .....</b>	<b>4</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	4
2.2 SUBMISSION OF BIDS.....	4
2.3 ENQUIRIES - BID SOLICITATION.....	4
2.4 APPLICABLE LAWS.....	4
2.6 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD .....	5
2.7 BID CHALLENGE AND RECOURSE MECHANISMS.....	5
<b>PART 3 - BID PREPARATION INSTRUCTIONS.....</b>	<b>6</b>
3.1 BID PREPARATION INSTRUCTIONS .....	6
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>8</b>
4.1 EVALUATION PROCEDURES.....	8
4.2 FINANCIAL EVALUATION.....	8
4.3 BASIS OF SELECTION.....	8
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>9</b>
5.1 CERTIFICATIONS REQUIRED WITH THE BID .....	9
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION .....	9
<b>PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS.....</b>	<b>10</b>
6.1 SECURITY REQUIREMENTS .....	10
6.2 FINANCIAL CAPABILITY .....	10
6.3 INSURANCE REQUIREMENTS .....	10
6.4 WELDING CERTIFICATION – Bid .....	10
6.5 LIST OF PROPOSED SUBCONTRACTORS .....	10
6.6 PROJECT / PRODUCTION SCHEDULE AND REPORTS .....	10
<b>PART 7 - RESULTING CONTRACT CLAUSES .....</b>	<b>11</b>
7.1 STATEMENT OF WORK.....	11
7.2 STANDARD CLAUSES AND CONDITIONS.....	11
7.3 SECURITY REQUIREMENTS .....	11
7.4 TERM OF CONTRACT .....	11
7.5 AUTHORITIES .....	11
7.6 PAYMENT .....	13
7.7 INVOICING INSTRUCTIONS - PROGRESS PAYMENT CLAIM - SUPPORTING DOCUMENTATION REQUIRED .....	15
7.8 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	15
7.9 APPLICABLE LAWS.....	16
7.10 PRIORITY OF DOCUMENTS .....	16
7.11 DEFENCE CONTRACT .....	16
7.12 FOREIGN NATIONALS (CANADIAN CONTRACTOR OR FOREIGN CONTRACTOR).....	16
7.14 PROCEDURES FOR DESIGN CHANGE OR ADDITIONAL WORK .....	16
7.15 WELDING CERTIFICATION – CONTRACT.....	17
7.16 TRADE QUALIFICATIONS .....	17

Solicitation No. - N° de l'invitation  
F7049-200095/A  
Client Ref. No. - N° de réf. du client  
F7049-200095

Amd. No. - N° de la modif.  
File No. - N° du dossier  
XLV-0-43175

Buyer ID - Id de l'acheteur  
XLV176  
CCC No./N° CCC - FMS No./N° VME

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7.17 PROJECT SCHEDULE .....	17
7.18 MEETINGS .....	17
7.19 SUB-CONTRACTS AND SUB-CONTRACTOR LIST .....	18
7.20 TRAVEL AND LIVING EXPENSES - NO ALLOWANCE FOR PROFIT AND OVERHEAD .....	18
7.21 SACC MANUAL CLAUSES .....	18
7.22 DISPUTE RESOLUTION .....	18
<b>ANNEX - A – STATEMENT OF WORK .....</b>	<b>19</b>
<b>ANNEX - B - BASIS OF PAYMENT .....</b>	<b>28</b>
<b>ANNEX - C - INSURANCE REQUIREMENT .....</b>	<b>29</b>
<b>ANNEX - D - TENDER DELIVERABLES .....</b>	<b>31</b>
<b>ANNEX – E – FINANCIAL EVALUATION .....</b>	<b>33</b>
<b>ANNEX - F - TO PART 3 OF THE SOLICITATION .....</b>	<b>34</b>
<b>ANNEX - G - INFORMATION REQUIRED FOR THE VERIFICATION OF INTEGRITY PROVISIONS .....</b>	<b>35</b>
<b>ANNEX - H- LIST OF PROPOSED SUB-CONTRACTOR (S) .....</b>	<b>36</b>

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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 Requirement, the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification, the Insurance Requirements, any other annexes.

### **1.2 Summary**

The Canadian Coast Guard as a requirement to fabricate and deliver one (1) hydraulically actuated ship's cargo hatch for the CCGS Sir Wilfred Grenfell accordance with Annex "A" – Statement of Work and delivered on or before May 28, 2021.

### **1.3. Epost Connect**

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

### **1.4 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.

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## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The 2003 (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### 2.2 Submission of Bids

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

#### PWGSC Pacific Region Bid Receiving Unit

Only bids submitted using epost Connect service will be accepted. The Bidder must send an email requesting to open an epost Connect conversation to the following address:

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

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

It is the Bidder's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least 2 days before the solicitation closing date.

Due to the nature of the bid solicitation, bids transmitted by facsimile or hard copy 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 **5 business days** before the bid closing date. Enquiries received after that time may not be answered.

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

### 2.4 Applicable Laws

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

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.

## 2.6 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least **10 days** before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

## 2.7 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

The Bidder must submit its bid electronically. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

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

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

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

Bids transmitted by facsimile or hardcopy will not be accepted. The bid must be gathered per section and separated as follows:

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

In their technical bid, Bidders should 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 Statement of requirement, Annex A, is entirely mandatory.** The technical bid should 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.

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

Bidders must submit their financial bid in accordance with Annex E – Financial Evaluation.

##### **3.1.1 Electronic Payment of Invoices – Bid**

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

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

##### **3.1.2 Exchange Rate Fluctuation**

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

##### **3.1.3 Mandatory Tender Deliverable Check List**

Notwithstanding deliverable requirements specified anywhere else within this bid solicitation and its associated Requirement (Annex A), mandatory deliverables that must be submitted with the Bidder's tender to be deemed responsive are describe below.

For details and to complete please refer to Annex D – Tender deliverables

Solicitation No. - N° de l'invitation  
F7049-200095/A  
Client Ref. No. - N° de réf. du client  
F7049-200095

Amd. No. - N° de la modif.  
File No. - N° du dossier  
XLV-0-43175

Buyer ID - Id de l'acheteur  
XLV176  
CCC No./N° CCC - FMS No./N° VME

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### **Section III: Certifications**

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



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

### **4.1 Evaluation Procedures**

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

### **4.2 Financial Evaluation**

- 4.2.1** The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, Canadian customs duties and excise taxes included.

### **4.3 Basis of Selection**

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

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## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

### 5.1 Certifications Required with the Bid

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

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

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the 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 titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/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 \(ESDC\)](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) - [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.

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## **PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS**

### **6.1 Security Requirements**

There is no security requirement applicable to this Contract.

### **6.2 Financial Capability**

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

### **6.3 Insurance Requirements**

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

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

### **6.4 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:
  - a. CSA W47.1 (current version), Certification of Companies for Fusion Welding of Steel, level 1 or 2
2. Before contract award and within 48 hours 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.

### **6.5 List of Proposed Subcontractors**

If the bid includes the use of subcontractors, the Bidder agrees, upon written request from the Contracting Authority, to provide a list of all subcontractors including a description of the things to be purchased, a description of the work to be performed by specification section and the location of the performance of that work. The list should not include the purchase of off-the-shelf items, software and such standard articles and materials as are ordinarily produced by manufacturers in the normal course of business, or the provision of such incidental services as might ordinarily be subcontracted in performing the Work, i.e. subcontract work valued at less than \$5,000.00.

### **6.6 Project / Production Schedule and Reports**

Before contract award and within forty-eight (48) hours of written notification by the Contracting Authority the Bidder must submit to Canada one (1) copy of its preliminary production work schedule. This schedule is to show the commencement and completion dates for the Work in the available work period, including realistic target dates for significant events. This schedule will be reviewed with the Bidder at the Pre-Refit Meeting. Before contract award and within forty-eight (48) hours of written notification by the Contracting Authority the Bidder must provide a sample document from its scheduling system including a typical progress report, a quality control inspection report and a milestone event network.

## 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 Canadian Coast Guard as a requirement to fabricate and deliver one (1) hydraulically actuated ship's cargo hatch for the CCGS Sir Wilfred Grenfell accordance with Annex "A" - Requirement and delivered on or before May 28, 2021.

### 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

2030 (2020-05-28), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

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

### 7.3 Security Requirements

There is no security requirement applicable to the Contract.

### 7.4 Term of Contract

#### 7.4.1 Period of the Contract

The period of the Contract is from the date of issuing the contract to **May 28, 2020 inclusive**.

#### 7.4.2 Delivery point, Shipping Instructions, Delivered Duty Paid

Goods must be consigned and delivered to the destination specified in the contract.

The goods must be delivered in accordance with Incoterms 2010 Delivery Duty Paid (DDP) to the following location, Canadian customs duties and excise taxes included, to the destinations listed below.

Canadian Coast Guard  
CCGS SIR WILFRED GRENFELL  
9860 West Saanich Road  
Sidney BC  
V8L 4B2  
Canada.

### 7.5 Authorities

#### 7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Andre Godin  
Title: Manager

Solicitation No. - N° de l'invitation  
F7049-200095/A  
Client Ref. No. - N° de réf. du client  
F7049-200095

Amd. No. - N° de la modif.  
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Buyer ID - Id de l'acheteur  
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Directorate: Public Works and Government Services Canada  
Address: Acquisitions Branch  
401- 1230 Government Street  
Victoria, British Columbia,  
V8W 3X4  
Canada  
Telephone: 250-216-2505  
E-mail address: andre.godin3@pwgsc-tpsgc.gc.ca

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

### 7.5.2 Technical Authority

The Technical Authority for the Contract is:

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

In its absence, the Technical authority is:

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

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

### 7.5.3 Inspection Authority

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the Requirements at Annex A and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment. Any communication with a Contractor regarding the quality of the Work performed pursuant to this Contract shall be undertaken by official correspondence through the Contracting Authority.

The Inspection Authority may designate, and be represented by, an Inspector (TI), Quality Assurance Representative (QAR) or Designated Engineering Authority (DEA).

#### 7.5.4 Contractor's Representative

Contact for:	Name	Telephone	E-mail
Contracting Issues			
Technical Issues			
Invoicing Issues			

#### 7.6 Payment

##### 7.6.1 Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot Price(s)

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

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

##### 7.6.2 Milestone Payments - Subject to holdback

- Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract, up to **90** percent of the amount claimed and approved by Canada if:
  - 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;
  - the total amount for all milestone payments paid by Canada does not exceed **90** percent of the total amount to be paid under the Contract;
  - all the certificates appearing on form [PWGSC-TPSGC 1111](#) have been signed by the respective authorized representatives;
  - all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.
- "The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all Work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted."

### 7.6.3 Schedule of Milestones

*(Values and Date to be completed at contract award)*

Milestone number	SOW reference	Deliverable	Percentage of contract total price ( tax excluded)	Due date or delivery date ( to be entered at contract award)
1	1.2/ 6.1.1.1 /6.1.1.2	Working drawing and mark up drawing	5%=TBD	
2	1.4.2	Production schedule	5%=TBD	
3	4.1.3	Test and trial plan	5%=TBD	
4	2.0/ 2.1/ 2.2/2.3/2.4 and 2.6	Hatch completion. include all SOW exclude milestone number above and below in this table	42%=TBD	
5	2.5	Hatch painting and corrosions protection	10%=TBD	
6	4	Test and trial/ Factory acceptance test ( FAT)	20%=TBD	
7	4.4/ 6.1.1.3	Site assembly instructions	5%=TBD	
8	3.0	Preparation, Shipping and delivery	8%=TBD	

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#### **7.6.4 Electronic Payment of Invoices – Contract**

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Direct Deposit (Domestic and International);
- b. Electronic Data Interchange (EDI);
- c. Wire Transfer (International Only);

#### **7.7 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;
  - e. the description and value of the milestone claimed as detailed in the Contract.
2. Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.
  3. 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 Technical Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place. The Technical 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.

##### **7.7.1 Invoice is to be made out to:**

**TBD**

**Electronic copy of the invoice is to be sent for verification to:**

[PAC.MARINE@pwgsc-tpsgc.gc.ca](mailto:PAC.MARINE@pwgsc-tpsgc.gc.ca) Attention: André Godin

##### **7.7.2 SACC Manual Clauses**

H4500C (2010-01-11) Lien - Section 427 of the Bank Act

#### **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.



## 7.9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_ (*insert the name of the province or territory as specified by the Bidder in its bid, if applicable*).

## 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;
- (b) the general conditions 2030 (2018-06-21), General Conditions - Higher Complexity - Goods and 1031-2 (2012-07-16), Contracting Cost Principles;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) the Contractor's bid dated \_\_\_\_\_, as clarified on \_\_\_\_\_ " **or** ", as amended on \_\_\_\_\_ "

## 7.11 Defence Contract

SACC Manual clause [A9006C](#) (2012-07-16) Defence Contract

## 7.12 Foreign Nationals (Canadian Contractor **OR** Foreign Contractor)

SACC Manual clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor)

**OR**

SACC Manual clause [A2001C](#) (2006-06-16) Foreign Nationals (Foreign Contractor)

## 7.13 Insurance – Requirements

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

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

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

## 7.14 Procedures for Design Change or Additional Work

SACC Manual Clause B5007C (2010-01-11) Procedures for Design Change or Additional Work.

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### **7.15 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):
  - a. CSA W47.1 (current version), Certification of Companies for Fusion Welding of Steel level 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 Technical Authority, the Contractor must provide approved welding procedures and/or a list of welding personnel they intend to use in the performance of the Work. The list must identify the CWB welding procedure qualifications attained by each of the personnel listed and must be accompanied by a copy of each person's current CWB certification to CSA welding standards.

### **7.16 Trade Qualifications**

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

### **7.17 Project Schedule**

The Contractor must provide a preliminary project schedule to the Contracting and Technical Authorities no later than three (3) Working Days after contract award.

The Contractor must provide a detailed work schedule to the Contracting and Technical Authorities no later than five (5) working days before the commencement of the Work showing the commencement and completion dates for the Work in the available work period, including realistic target dates for significant events. During the Work Period the schedule is to be reviewed on an ongoing basis by the Inspection Authority and the contractor, updated when necessary, and available in the Contractor's office for review by Canada's authorities to determine the progress of the Work.

The schedules must be revised on a pre-defined basis. (The revised schedules must show the effect of progressed work and approved work arising's. Any changes to the dates of the Work Period of the contract due to unscheduled work will not be accepted except as negotiated in accordance with article 7.14, Procedures for Design Change or Additional Work.

### **7.18 Meetings**

#### **7.18.1 Pre-Refit Meeting**

A Pre-Refit meeting may be convened and chaired by the Contracting Authority at the Repair facility up to two (2) weeks before the commencement of the work period.

#### **7.18.2 Progress Meetings**

Progress meetings, chaired by the Contracting Authority, will take place at the Work Site and/or Contractor's facility as and when required, generally once a month. Interim meetings may also be scheduled. Contractor's attendees at these meetings will, as a minimum, be its Contract (Project) Manager, Production Manager (Superintendent) and Quality Assurance Manager. Progress meetings will generally incorporate technical meetings to be chaired by the Technical Authority.

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### 7.19 Sub-contracts and Sub-contractor List

The Contracting Authority is to be notified, in writing, of any changes to the list of subcontractors before commencing the work.

When the Contractor sub-contracts work, a copy of the sub-contract purchase order is to be passed to the Contracting Authority. In addition, the Contractor must monitor progress of sub-contracted work and inform the Inspection Authority or designate on pertinent stages of work to permit inspection when considered necessary by the Inspector.

### 7.20 Travel and Living Expenses - No allowance for profit and overhead

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

### 7.21 SACC manual clauses

D2000C (2007-11-30)	Marking;
D2001C (2007-11-30)	Labelling;
D2025C (2017-08-17),	Wood packaging materials
D3015C (2014-09-25)	Dangerous Goods / Hazardous Products - Labelling and Packaging Compliance
B7500C (2006-06-16),	Excess Goods
D9002C (2007-11-30),	Incomplete Assemblies
A9019C (2011-05-16),	Hazardous Waste Disposal
B1501C (2018-06-21)	Electrical equipment

### 7.22 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "**Dispute Resolution**".

Solicitation No. - N° de l'invitation  
F7049-200095/A  
Client Ref. No. - N° de réf. du client  
F7049-200095

Amd. No. - N° de la modif.  
File No. - N° du dossier  
XLV-0-43175

Buyer ID - Id de l'acheteur  
XLV176  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX - A – STATEMENT OF WORK**

Statement of work below

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## DEPARTMENT OF FISHERIES AND OCEANS

### ANNEX A - REQUIREMENT

Statement of Work for one (1)  
**HYRAULICALLY ACTUATED SHIP'S CARGO HATCH**  
Applicable to the CCGS Sir Wilfred Grenfell  
Requisition number F1749-200095

27 November 2020, Revision 0

Prepared by:  
Marine Engineering/Integrated Technical Services  
Western Region

# **HYDRAULICALLY ACTUATED SHIP'S CARGO HATCH**

## **1. GENERAL**

### **1.1. REQUIREMENT**

- 1.1.1. The Contractor must work with the CCGs Design Agent to fabricate and deliver to the Canadian Coast Guard, one (1) hydraulically actuated ship's cargo hatch as detailed herein.
- 1.1.2. The Contractor must provide certification and related documentation as detailed herein.
- 1.1.3. The Contractor must deliver the hatch and all CCG supplied components, to the Institute of Ocean Sciences (IOS), in Sidney, British Columbia (BC), together with all necessary assembly / installation instructions.

### **1.2. HATCH DESIGN & WORKING DRAWINGS**

- 1.2.1. The Design Drawings listed at [1.12] below describe the Work (Hatch) as it must be built, unless otherwise approved by the Technical Authority (TA) as noted at [1.2.2] below.
- 1.2.2. In the event that the Contractor prefers an alternate arrangement, or installation detail, to that shown on the Design Drawings, the Contractor must identify such proposal on their Working Drawings or on a proposed revision to a Design Drawing. The Contractor must not implement their proposed changes prior to approval by the TA. Such changes must not incur any additional costs unless approved in advance by PSPC 1686 action.

### **1.3. INSTALLATION**

- 1.3.1. The hatch will be installed on board the CCGS Sir Wilfred Grenfell by a separate contractor while the ship is under refit at a Repair Facility (RF) in British Columbia.

### **1.4. SCHEDULE**

- 1.4.1. Delivery to IOS is requested to be by 28 May, 2021, however the required delivery date of the completed hatch, ready for installation at the RF, is as detailed in the Contract.
- 1.4.2. The Contractor must provide their Production Schedule which indicates the planned work periods and completion dates for the entire scope of work, broken down by major components and tasks. The schedule must indicate the shipping and delivery dates, broken down by major components, which must comply with the contract schedule.

### **1.5. CLASS CERTIFICATION**

- 1.5.1. Class Certification will be pursued by Canada.

### **1.6. REGULATORY COMPLIANCE**

- 1.6.1. The hatch and all associated equipment must comply with the Canada Shipping Act (2001), the Load Line Regulations (SOR 2007-99) the Maritime Occupational Health and Safety Regulations (SOR 2010-120) and any other applicable regulations, codes and standards.
- 1.6.2. The American Bureau of Shipping (ABS) have been selected under the Delegated Statutory Inspection Program (DSIP) to inspect the CCGS Sir Wilfred Grenfell on behalf of Transport Canada Marine Safety and Security (TCMSS).
- 1.6.3. The Contractor must schedule all regulatory inspections with the ABS. The Contractor must communicate with the ABS, and can reach them at [ABSVancouver@eagle.org](mailto:ABSVancouver@eagle.org).

- 1.6.4. Canada will be responsible for all fees applicable to regulatory inspection by ABS.

## **1.7. INSPECTION BY CANADA**

- 1.7.1. The manufacturing of the hatch and all associated equipment, will be subject to inspection by the Inspection Authority or an appointed Inspector, as defined in the Contract. The Contractor must provide access to the work site(s) and any necessary support, for the Inspector to inspect and approve the Work on behalf of Canada.
- 1.7.2. The Contractor must notify the Inspector at least 48 hours ahead of any classification or regulatory inspections.

## **1.8. CORRESPONDENCE**

- 1.8.1. The Contractor must copy the Contract Authority and the Technical Authority on correspondence with the ABS.

Inspections and correspondence with ABS can be achieved by emailing;  
[ABSVancouver@eagle.org](mailto:ABSVancouver@eagle.org)

## **1.9. INTERPRETATION**

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

## **1.10. SHIP’S PARTICULARS**

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

## **1.11. ABBREVIATIONS & DEFINITIONS**

ABS	American Bureau of Shipping
BC	British Columbia
DSIP	Delegated Statutory Inspection Program
FAT	Factory Acceptance Trial
GSM	Government Supplied Materials
IACS	International Association of Classification Societies
Inspector	Inspection Authority or Inspector (as defined by the Contract)

IOS	Institute of Ocean Sciences
OEM	Original Equipment Manufacturer
RF	Repair Facility
RO	Recognized Organization - IACS member recognized by TCMSS
Rules	Classification Rules, Standards and Codes of one of the IACS members
TA	Technical Authority (as defined by the Contract)
TCMSS	Transport Canada Marine Safety and Security
SOW	Statement of Work
Work	As defined in the Contract

## 1.12. REFERENCES

### 1.12.1. TABLE 1 – ASSOCIATED DOCUMENTATION

No.	TITLE	Cross Reference
1	Canada Shipping Act (2001)	
2	Load Line Regulations	SOR/2007-99
3	Maritime Occupational Health and Safety Regulations	SOR 2010-120
4	Evaluation of Scantlings of Hatch Covers (etc.)	IACS Req.2011/Rev.1 2015/Corr.2 2019
5	40 GAL JIC HPU HYDRULIC SCHEMATIC	2020081802

### 1.12.2. TABLE 2 – DESIGN DRAWINGS

No.	TITLE	Cross Reference
1	Main Cargo Hatch Arrangement	S37-2020-H303
2	Hatch Hydraulic System	S37-2020-M303

## 2. TECHNICAL REQUIREMENTS

### 2.1. GENERAL DESCRIPTION

- 2.1.1. The hatch will be installed on the main deck of the Sir Wilfred Grenfell, on the centerline between frames 27 and 34.
- 2.1.2. The hatch must be configured with two (2) transverse panels hinging forwards and clear of the hatch opening.
- 2.1.3. The Contractor will be provided with detailed design drawings and a cut list for all required components needed to manufacture the cargo hatch.
- 2.1.4. The Contractor must work collaboratively with the CCGs Design Agent;  
[3GA Marine Ltd.](#)  
[208-1497 Admirals Rd](#)  
[Victoria, BC](#)  
[V9A2P8](#)  
[250-920-9992](#)



- 2.1.5. All components and materials are to be provided by the Contractor unless otherwise noted.
- 2.1.6. The hatch system must include:
  - 2.1.6.1. Hatch coamings;
  - 2.1.6.2. GSM Hydraulic actuating cylinders, locking pin and controls for opening and closing the hatch;
  - 2.1.6.3. Manually operated, adjustable dogs to secure the hatch in the closed position; and,
  - 2.1.6.4. Replaceable gaskets.
- 2.1.7. The effective clear opening must be not less than 3850 x 4650 mm.

## **2.2. STRUCTURE**

- 2.2.1. The hatch cover and coamings have been designed in conformance with the Canada Shipping Act (2001) and the Load Line Regulations for Position 1. The design Load must be for weather deck as per IACS Req.2011/Rev.1 2015/Corr.2 2019, Position 1 on the Freeboard Deck plus 4000 kg top loading.
- 2.2.2. The coamings must have a finished height of 1000 mm above the main deck, however, the coamings must be supplied at 1050 mm height such that the RF can trim to suit.
- 2.2.3. Side coamings must be supplied with bulwark stays arranged to land on the existing ship's structure, as shown on the Design Drawings.
- 2.2.4. The hatch cover must be configured in two transverse panels, with hinges located at the forward coaming and between the panels. When opened, both panels must be clear of the deck opening.
- 2.2.5. Twelve (12) tie down points are to be flush welded into the hatch panels, and must accommodate Crosby HR-125-2 (5000 lb WLL ¾" UNC) Swivel Hoists.
- 2.2.6. A center lifting lug must be flush mounted into the forward panel.

## **2.3. MECHANICS & HYDRAULICS**

- 2.3.1. Canada will supply to the contractors facility, all of the hydraulic components as listed in drawing S37-2020-M303 for the purposes of testing the hatch functionality. The Contractor must provide hydraulic power for testing purposes only.
- 2.3.2. Dogging/Latching system for the hatch covers must be manual, with adjustable dogs which must be capable of providing a positive weather tight seal on replaceable gaskets.
- 2.3.3. The Contractor must make temporary connections to all supplied hydraulic components for testing of the hatch at their facility.
- 2.3.4. Upon successful completion of the hatch functionality test, all components will be capped and shipped loose for final assembly at a repair facility. The final assembly of the cargo hatch and all associated equipment is not part of this contract.

## **2.4. CONSTRAINTS**

- 2.4.1. The spacing to the outsides of the longitudinal coamings must be 4700 mm. The spacing to the outsides of the transverse coamings must be 3900 mm.
- 2.4.2. The hatch must be configured such that the hatch panels hinge forward and clear of the forward coaming such that the maximum clear opening is achieved.

## **2.5. PAINTING & CORROSION PROTECTION**

- 2.5.1. The Contractor must prepare and prime all areas of steel construction with International Paints InterPrime.

## **2.6. SPECIAL PURPOSE TOOLS**

- 2.6.1. The Contractor must identify any special purpose tools, not generally commercially available, which are required either for assembly, routine inspection or maintenance of the hatch. All such tools must be supplied with the hatch.

## **3. PREPARATION, SHIPPING & DELIVERY**

- 3.1.1. After successful completion of the Factory Acceptance Trials the hatch must be prepared for shipping as follows:
  - 3.1.1.1. The GSM hydraulic components must be suitably disconnected and blanked off to prevent contamination;
  - 3.1.1.2. All loose components must be either secured or removed for separate packaging; and,
  - 3.1.1.3. The entirety must be packaged, protected and secured to prevent wear damage during delivery.
  - 3.1.1.4. The Contractor is responsible for breaking down the hatch as per the Design Agents requirements, and packaging all components in safe and secure manner for shipping.
- 3.1.2. Any damage or wear sustained through shipping must be corrected by the Contractor prior to assembly or installation on board the vessel.

## **4. TESTS & TRIALS**

### **4.1. GENERAL**

- 4.1.1. The Contractor must conduct their own inspections, tests and trials to verify successful completion of the Work in accordance with this SOW. All discrepancies identified through the inspection, test and trials processes must be corrected prior to delivery and acceptance.
- 4.1.2. The Contractor must use new hydraulic oil of the correct grade for all testing purposes. The Contractor is responsible for ensuring that all of the Contractor supplied test equipment has been flushed through with new clean hydraulic oil prior to the beginning of testing. The hydraulic oil must meet ISO standard 4413.
- 4.1.3. The Contractor must prepare and submit Tests & Trials Plans, including a description of all tests and trials to be performed prior to install, which must verify the quality of the base materials, the sufficiency of the design, fabrication and assembly including any mechanical and electrical components, and performance in accordance with all requirements of this SOW.
- 4.1.4. The Contractor must assemble the Hatch Assembly in the Factory / on the Contractor's Site, to facilitate a Factory Acceptance Trial (FAT) with the Inspection Authority, prior to delivery. The FAT must demonstrate the correct functionality of all hatch components which are the responsibility of the manufacturer to produce as part of this contract.

- 4.1.5. All tests & trials must be recorded, whether successful or if partially or completely failed. Copies of all test records must be forwarded to the Inspector within 7 days of said test or trial.

## **4.2. MATERIAL TEST CERTIFICATES**

- 4.2.1. Copies of all material test certificates (Mill Certs) must be forwarded to the Inspector within 7 days of their creation or receipt.
- 4.2.2. Mill Certs for all structural materials must be provided to the satisfaction of the Inspector prior to commencement of fabrication.

## **4.3. WELD INSPECTION**

- 4.3.1. The Contractor must have 100% of all welds tested using dye penetrant testing by an independent weld inspector who is qualified to the Canadian General Standards Board (CGSB) Standard CAN/CGSB-48.9712-2014, (Qualification and Certification of Non-Destructive Testing Personnel), at Level 2 or higher.
- 4.3.2. The Contractor must have the third party NDT Inspection provider who is certified by IACS to perform NDT inspections to generate a report of the weld testing. This report must be provided to the TA and Recognized Organization prior to coating application.

## **4.4. SITE ASSEMBLY INSTRUCTIONS**

- 4.4.1. Site Assembly Instructions must be completed in consultation with the CCG Design Agent.
- 4.4.2. The Site Assembly Instructions must be sufficiently detailed to assure correct and efficient assembly by the RF. These instructions must include procedures for the RF to correctly uncrate and prepare for assembly and welded, assemble and mechanically adjust or align the Work within design tolerances.

## **4.5. SITE ACCEPTANCE TESTS & TRIALS**

- 4.5.1. The Contractor may be required to attend the Site Acceptance Trials as Original Equipment Manufacturer's Field Service Representative (FSR) see [5.1.1]. If their presence is required it will be subject to PSPC 1686.

## **4.6. FINAL INSPECTION & ACCEPTANCE**

- 4.6.1. Final Inspection must not be performed until all tests and trials have been satisfactorily completed with data available for review. The finish Work must be ready for service in all respects and any identified discrepancies must have been corrected.
- 4.6.2. The Technical Authority, or a representative of the Technical Authority, will conduct the final inspection and will advise the Contracting Authority when the Work is ready for Acceptance as per the Contract.

# **5. FIELD SERVICE REPRESENTATIVE**

## **5.1. SEPARATE CONTRACT**

- 5.1.1. The Repair Facility (RF) will be separately responsible to engage Field Service Representative (FSR) from the Contractor, if required.

## **6. DOCUMENTATION**

### **6.1. FINAL DELIVERABLE DOCUMENTATION**

- 6.1.1. Upon completion of the Work, the Contractor must provide:
  - 6.1.1.1. Working Drawings as detailed in [1.2];
  - 6.1.1.2. Marked up “Red Line” versions of the Design Drawings (if applicable); and,
  - 6.1.1.3. Site Assembly Instructions as detailed in [4.4].

## **7. WARRANTY**

- 7.1.1. The minimum warranty requirements are stated in the Contract.
- 7.1.2. For the purpose of installation, various components may require to be separated and subsequently reassembled. If separation and reassembly is required, this practice must not void the manufacturer’s warranty.
- 7.1.3. The warranty period must commence from the in-service date of the hatch, which date shall be not earlier than successful completion of all tests and trials, rectification of any deficiencies identified at that time, and final acceptance of the Work, as per Contract.

## **END OF DOCUMENT**

## ANNEX - B - BASIS OF PAYMENT

### B.1 Contract Price

Item	Description	Price
a.	<b>Known work</b> For the work as specified in Annex A – Statement of work For a FIRM PRICE of (\$CAD):	\$
b.	<b>Shipping Cost</b> Shipping cost including crating/ packaging as per contract article For a FIRM PRICE of (\$CAD):	\$
c..	<b>Custom and duties:</b> Shipping custom and duties For a FIRM PRICE of (\$CAD):	\$
d.	<b>Contract Price (a. + b. + c.)</b> Applicable taxes are extra For a FIRM PRICE of (\$CAD):	\$
<b>DELIVERY OFFERED FROM RECEIPT OF ORDER on or before May 28, 2021.</b>		

Note: The "Total Estimated Cost" or "Revised Estimated Cost" given on Page 1 of the Contract or Contract Amendment includes an estimate of the Applicable Taxes [refer to the General Conditions].

**B.2** All prices are in Canadian Dollars, Applicable Taxes excluded, and customs duties included.

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## ANNEX - C - INSURANCE REQUIREMENT

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. 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,*

Solicitation No. - N° de l'invitation  
F7049-200095/A  
Client Ref. No. - N° de réf. du client  
F7049-200095

Amd. No. - N° de la modif.  
File No. - N° du dossier  
XLV-0-43175

Buyer ID - Id de l'acheteur  
XLV176  
CCC No./N° CCC - FMS No./N° VME

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*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.

## ANNEX - D - TENDER DELIVERABLES

### D.1 Mandatory Tender Deliverables Checklist

The following are mandatory with the bid and the Bidder's submission will be evaluated against the requirement as defined herein. The Bidder must be determined to be compliant on each item to be considered responsive.

No	Solicitation Part	Reference	Description	Condition	Document provided
1	Part 3	Article 3.1 Section I	Technical Bid Submission	Mandatory with the bid	<input type="checkbox"/>
2	Part 3	Article 3.1 Section II, Annex E	Financial Evaluation , completed	Mandatory with the bid	<input type="checkbox"/>
3	Part 5	5.2.1 and Annex G	Integrity Provisions – Required Documentation	Mandatory with the bid	<input type="checkbox"/>
4	Annex D	Articles 7.5.4 or Annex D.	Contractor's Representatives, table completed	Mandatory with the bid	<input type="checkbox"/>

#### D1.1

#### Supporting Deliverable Requirements

If the following information which supports the bid is not submitted with the Bid; it will be requested by the Contracting Authority, and it must be provided within 48 hours of the written request:

No	Solicitation Part	Reference	Description	Condition	Document provided
1	Front page	Front page	<u>Invitation to Tender</u> document part 1 page 1 completed and signed;	48 hours of written request	<input type="checkbox"/>
2	Part 2	2.4	Applicable Laws (if applicable)	48 hours of written request	<input type="checkbox"/>
3	Annex F	To part 3 of the solicitation	Electronics payment instruments	48 hours of written request	<input type="checkbox"/>
4	Part 6	6.3	Insurance letter	48 hours of written request	<input type="checkbox"/>
5	Part 6	6.4	Insurance letter	48 hours of written request	<input type="checkbox"/>
6	Part 6	6.5	Subcontractor (s) list	48 hours of written request	<input type="checkbox"/>
7	Part 6	6.6	Preliminary Project / Production Schedule	48 hours of written request	<input type="checkbox"/>

#### D.1.2 Contractor's Representatives

The bidder is to complete table below and submit with their bid.

Contact for:	Name	Telephone	Email
Contracting issues			



Solicitation No. - N° de l'invitation  
F7049-200095/A  
Client Ref. No. - N° de réf. du client  
F7049-200095

Amd. No. - N° de la modif.  
File No. - N° du dossier  
XLV-0-43175

Buyer ID - Id de l'acheteur  
XLV176  
CCC No./N° CCC - FMS No./N° VME

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Technical issues			
Invoicing issues			

## ANNEX – E – FINANCIAL EVALUATION

### Bidder's Instructions

The bidder is to enter their pricing in the pricing schedule below.  
The bidder should NOT include their terms and conditions with their financial bid submission as it may result in the bid being non-responsive.

### E.1 Pricing Schedule

Item	Description	Price
a.	<b>Known work</b> For the work as specified in Annex A – Statement of work For a FIRM PRICE of (\$CAD):	\$
b.	<b>Shipping Cost</b> Shipping cost including crating/ packaging as per contract article For a FIRM PRICE of (\$CAD):	\$
c..	<b>Custom and duties:</b> Shipping custom and duties For a FIRM PRICE of (\$CAD):	\$
d.	<b>Evaluated Price (a. + b. + c.)</b> Applicable taxes are extra For a FIRM PRICE of (\$CAD):	\$
<b>DELIVERY OFFERED FROM RECEIPT OF ORDER on or before May 28, 2021.</b>		

**E.2** All prices are in Canadian Dollars, Applicable Taxes excluded, and customs duties included.

Solicitation No. - N° de l'invitation  
F7049-200095/A  
Client Ref. No. - N° de réf. du client  
F7049-200095

Amd. No. - N° de la modif.  
File No. - N° du dossier  
XLV-0-43175

Buyer ID - Id de l'acheteur  
XLV176  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX - F - TO PART 3 OF THE SOLICITATION**

### **ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder accepts any of the following Electronic Payment Instrument(s):

- ☐ Direct Deposit (Domestic and International);
- ☐ Electronic Data Interchange (EDI);
- ☐ Wire Transfer (International Only);

Solicitation No. - N° de l'invitation  
F7049-200095/A  
Client Ref. No. - N° de réf. du client  
F7049-200095

Amd. No. - N° de la modif.  
File No. - N° du dossier  
XLV-0-43175

Buyer ID - Id de l'acheteur  
XLV176  
CCC No./N° CCC - FMS No./N° VME

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**ANNEX - G - INFORMATION REQUIRED FOR THE VERIFICATION OF INTEGRITY PROVISIONS**

Please provide a list of names of the following entities, according to the ownership nature of the company

1. For a Corporation - each current member of the Bidder's Board of Directors;

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2. For a Partnership, General Partnership or Limited Partnership - the names of all current partners;

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3. For a Sole Proprietorship or an individual doing business under a firm name - the name of the sole proprietor or individual;

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4. For a Joint Venture - the names of all current members of the Joint venture;

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5. For an individual - the full name of the person

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Solicitation No. - N° de l'invitation  
F7049-200095/A  
Client Ref. No. - N° de réf. du client  
F7049-200095

Amd. No. - N° de la modif.  
File No. - N° du dossier  
XLV-0-43175

Buyer ID - Id de l'acheteur  
XLV176  
CCC No./N° CCC - FMS No./N° VME

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**ANNEX - H- LIST OF PROPOSED SUB-CONTRACTOR (S)**

<b>SOW Reference</b>	<b>Description of Goods/Services</b>	<b>Name of Supplier</b>	<b>Address of Supplier</b>