



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

Réception des soumissions - TPSGC / Bid

Receiving - PWGSC

Voir dans le document/

See herein

NA

Quebec

NA

**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**

TPSGC/PWGSC  
1550 Avenue d'Estimauville  
Québec  
Québec  
G1J 0C7

<b>Title - Sujet</b> Drydock CCGV Amundsen	
<b>Solicitation No. - N° de l'invitation</b> F7049-200177/A	<b>Date</b> 2021-06-10
<b>Client Reference No. - N° de référence du client</b> F7049-200177	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$QCV-007-18179
<b>File No. - N° de dossier</b> QCV-0-43249 (007)	<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> Eastern Daylight Saving Time EDT <b>on - le 2021-08-10</b> Heure Avancée de l'Est HAE	
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Simoneau, Steve	<b>Buyer Id - Id de l'acheteur</b> qcv007
<b>Telephone No. - N° de téléphone</b> (418) 564-9517 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> MINISTERE DES PECHEES ET DES OCEANS CCGS AMUNDSEN 101 CHAMPLAIN QUEBEC QUEBEC G1K 7Y7 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b> Voir doc.	<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 (type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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## **PART 1 - GENERAL INFORMATION**

### **1.1 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 and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of 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, if applicable, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Federal Contractors Program for Employment Equity - Certification, the Insurance Requirements and other Annexes.

### **1.2 Summary**

1. The Requirement is:
  - a) To carry out the docking, inspection, repair, and maintenance and alterations of the Canadian Coast Guard Vessel **CCGS Amundsen** in accordance with the Technical Specifications attached as Annex A – Statement of Work, and any associated technical information.
  - b) To carry out unscheduled work authorized by the Contracting Authority.
2. 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.
3. 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.
4. The requirement is exempt from the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), i.e. Shipbuilding and Repair is excluded from coverage at Annex 7, General Notes, 1. (a). However, it is subject to the Canada Free Trade Agreement

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(CFTA). The sourcing strategy relating to this procurement will be limited to suppliers in Eastern Canada, in accordance with Shipbuilding, Refit, Repair and Modernization Policy (2010-08-16).

### **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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone, via video conference 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.

#### **2.1.1 Equivalent Products**

The SACC 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 the Public Works and Government Services Canada (PWGSC) Quebec Region Bid Receiving Unit specified below by the date and time indicated on page 1 of the bid solicitation.

#### **2.2.1 Epost Connect**

Bidders choosing to submit using epost Connect must send an email requesting to open an epost Connect conversation to the following address:

[TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca)

Note: **Bids will not be accepted if emailed directly to this email address.** This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/active>), 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 six days before the solicitation closing date.

[Steps to follow for the Bid Submission to Bid Receiving Unit \(BRU\) using epost Connect](https://buyandsell.gc.ca/steps-to-follow-for-the-bid-submission-to-bid-receiving-unit-bru-using-epost-connect)  
(<https://buyandsell.gc.ca/steps-to-follow-for-the-bid-submission-to-bid-receiving-unit-bru-using-epost-connect>)

#### **2.2.2 Facsimile**

Facsimile number: 418-566-6168.

**2.2.3** Bids transmitted by hardcopy to PWGSC will not be accepted.

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### 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing by email to the Contracting Authority ([steve.simoneau@tpsgc-pwgsc.gc.ca](mailto:steve.simoneau@tpsgc-pwgsc.gc.ca)) no later than **five (5) working days** before the bid closing date. Enquiries received after that time may not be answered.

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

Any clarifications or changes to the bid solicitation resulting from the questions and answers will be included as an amendment to the bid solicitation.

### 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 the **Province of Quebec**.

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.

**Refer to Annex "K2" for Deliverables/Certifications.**

### 2.5 Bidders' Conference - Optional

An optional but recommended bidders' videoconference will be held on **Tuesday June 22, 2021, at 13:00 ET**.

To receive the link to the videoconference :

Bidders are requested to communicate with the Contracting Authority before the conference to confirm attendance. Bidders should provide to the Contracting Authority, by email to [Steve.Simoneau@tpsgc-pwgsc.gc.ca](mailto:Steve.Simoneau@tpsgc-pwgsc.gc.ca), the name(s) of the person(s) who will be attending no later than on **Friday June 18, 2021, at 15:30 E.T.** Without confirmation, the bidders' conference could be cancelled.

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. 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.

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## 2.6 Viewing – Vessel - Optional

Due to the current quarantine requirements in place for non-essential travel to the Province of Quebec associated with the Covid pandemic, a site visit/vessel viewing in person will not occur for this solicitation. No shipyards will be given any live access to view the vessel. In its place, a 3D virtual presentation of the work sites within the vessel will be available. Interested bidders are requested to communicate with the Contracting Authority by email to [Steve.Simoneau@tpsgc-pwgsc.gc.ca](mailto:Steve.Simoneau@tpsgc-pwgsc.gc.ca), in order to receive the online link, indicating their email address.

An optional but recommended vessel viewing videoconference will be presented on **Wednesday June 23<sup>rd</sup>, 9:00 E.T.**

To receive the link to the videoconference :

Bidders are requested to communicate with the Contracting Authority before the vessel viewing to confirm attendance. Bidders should provide to the Contracting Authority, by email to [Steve.Simoneau@tpsgc-pwgsc.gc.ca](mailto:Steve.Simoneau@tpsgc-pwgsc.gc.ca), the name(s) of the person(s) who will be attending no later than **Friday June 18, 2021, at 15:30 E.T.** Without confirmation, the vessel viewing could be cancelled.

## 2.7 Work Period - Marine

Work must commence and be completed as follows:

Start of the work: November 15, 2021, or as per ship availability  
Completion of the work: June 30, 2022

The Bidder agrees through submission of its response to the bid solicitation that the above time frame provides an adequate period to perform the subject work and absorb a reasonable amount of unscheduled work; and further, that they have sufficient material and human resources allocated or available to complete the subject work and a reasonable amount of unscheduled work within the Work period.

### 2.7.1 Additional Instructions to Work Period

The vessel will be unmanned during the work period and will be considered to be out of commission. The vessel, during that period, will be in the care and custody of the Contractor and under its control.

Four weeks before the scheduled end of the work, the vessel must be made completely habitable for the ship's crew to return to the vessel to prepare for the vessel's commissioning, and to assist during the commissioning activities; set to work test and trials. For the vessel to be habitable, the ship's galley must be made operational, all crew lodgings must be cleaned and made ready for crew, washrooms and showers must be fully functional, potable water supplied, and sewage plant functional.

From the time that the crew has returned to the vessel to the end of the working period, the vessel will be manned, and will be considered in commission. The vessel during this period will be in the care and custody of the Canada and under its control.

For details please refer to Annex I – Vessel Custody, Appendix 1 – Acceptance Certificate  
For details please refer to Annex I – Vessel Custody, Appendix 2 – Acceptance Certificate

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## 2.8 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.

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

### **3.1 Bid Preparation Instructions**

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

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

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

Bids transmitted by hardcopy to PWGSC will not be accepted.

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

#### **Information Required in the Bids**

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

The Bidder must provide all of the deliverables as referenced in Annex "J1" Deliverables and Certifications.

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

Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet in Annex "I", and the detailed Pricing Data Sheet, Appendix 1 to Annex "I". The total amount of Applicable Taxes must be shown separately.

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

Bidders must submit the certifications 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, management and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **Section I - Technical Bid / Certifications**

Notwithstanding deliverable requirements specified within the bid solicitation and its associated Technical Specification Annex "A", mandatory deliverables that must be submitted with the Bidder's bid to be deemed responsive are summarized in Annex J – Deliverables / Certifications – K1 Mandatory Tender Deliverables Check List.

#### **Section II - Financial Bid**

In order to be compliant, the Bidder's bid must, to the satisfaction of Canada, meet all requirements and provide all information required under Part 3, Section II - Financial Bid.

#### **Section III - Certifications**

Bidders must submit the certifications required under Part 5 – Certifications.

Canada reserves the right to request information to support any bid requirement. The Bidder is instructed to address each requirement in sufficient depth to permit a complete analysis and assessment by the Evaluation Team. The Bid will be deemed responsive if it is found to meet all of the mandatory requirements.

##### **4.1.1 Financial Evaluation**

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

Bidders must include all costs in their bid associated with executing and administering the Contract in accordance with all measures that provincial, municipal and federal governments and public health authorities have instituted to protect against the threat of the severe acute respiratory syndrome coronavirus which causes the coronavirus disease ("Covid-19"), in addition to any other measures implemented by the shipyard/bidder, that were in place or required as of the date of bid submission. This includes, but is not limited to: Covid-19 specific cleaning (labour & Material), Personal Protective Equipment (PPE), Covid-19 testing/monitoring, additional equipment, extra labour, shift differentials and any additional administration/planning/project management.

##### **4.1.2 Unscheduled Work and Evaluation Price**

In any vessel refit, repair or docking contract, unscheduled work will arise after the vessel and its equipment is opened up and surveyed. An anticipated cost for the unscheduled work will be included in the Evaluation Price (refer to Annex I). The Evaluation Price will be calculated by including an estimated amount of additional person-hours multiplied by a firm hourly charge-out labour rate for unscheduled work and will be added to the firm price for the known work.

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The Evaluation Price will be used for evaluating the bid. There is no minimum or maximum amount of unscheduled work, nor is there a guarantee of such unscheduled work.

**Bidders are required to enter their own firm charge out rate for unscheduled work in Annex I, Sheet I1 Financial Bid Presentation Sheet. However, Canada will deem bids non-compliant where bidders have entered a firm hourly charge out rate lower than \$65/hr.**

#### 4.1.3 Mandatory Requirements

Bids will be assessed in accordance with the entire requirement of the bid solicitation including compliance with the mandatory certifications and table of deliverable requirements as detailed in Parts 2, 4, 5 and 6. Only those bids which are found to meet all the mandatory requirements within the specified time frames will be deemed responsive.

##### 4.1.3.1 Table of Mandatory Requirements to be met by bid closing

Notwithstanding deliverable requirements specified anywhere else within this solicitation and its associated Technical Specifications, the following are the only mandatory deliverables that must be submitted with the Bid at the time of bid closing. The following are mandatory and the Bidder must be compliant on each item to be considered responsive.

Also Refer to item K1 of Annex "K", DELIVERABLES/CERTIFICATIONS.

Item	Description	Completed and attached
1	Invitation To Tender document part 1 page 1 completed and signed;	
2	Completed Annex "I" Financial Bid presentation Sheet, clauses I1 through I6;	
3	Completed Appendix 1 to Annex "I" Price per item sheet;	
4	Project Management Team resumes as per Part 6 Article 6.15 (for Project Manager, Quality Assurance Facilitator, Vessel Superintendent), including Quality training course certificate, as per clause 6.18 and Inspection and Testing Plan	
5	Information regarding Financial Security as per Part 6 Article 6.2.2	
6	Completed Table K1 of Annex "K" Deliverables/Certifications; as per Article 4.1.3.1	

#### 4.1.4 Other documentation upon request only

Also Refer to item K2 of Annex "K", DELIVERABLES/CERTIFICATIONS.

Item	Description	Completed and attached	To be forwarded if requested by the CA
1	Changes to Applicable Laws (if any), as per clause 2.4		Prior to contract award
2	Integrity Provisions –section 5.1.1 if applicable and section 5.2.1		Prior to contract award
3	Federal Contractors Program for Employment Equity, Complete section 5.2.2		Prior to contract award
4	Financial Capability, as per Clause 6.1		Prior to contract award
5a	Docking Facility as per clause 6.4 - Certification		Prior to contract award

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5b	Docking Facility, as per clause 6.4.1 – capacity for removal and insertion of Retractable thrusters		Prior to contract award
6	Proof of good standing with Worker's Compensation Board, as per clause 6.5		Prior to contract award
7	Proof of valid Labor Agreement or similar instrument covering the work period, as per clause 6.6		Prior to contract award
8	Preliminary Work Schedule (to WBS 3), per clause 6.7		Prior to contract award
9	Valid ISO 9001-2015 Certification, as per clause 6.9		Prior to contract award
10	Objective evidence of documented Health and Safety System, as per clause 6.10		Prior to contract award
11	Objective evidence of documented Fire Protection, Fire Fighting and Training Procedure, as per clause 6.11		Prior to contract award
12	Insurance Requirements, as per clause 6.13		Prior to contract award
13	Proof of welding certification (current letter of validation), as per clause 6.14		Prior to contract award
14	Proposed online (cloud) file sharing platform to be used, as per clause 6.15 d) and Annex A, article G 8		Prior to contract award
15	List of Proposed Sub-contractors, as per clause 6.16		Prior to contract award
16	Example of its Quality Control Plan, as per clause 6.17		Prior to contract award
17	Example of an Inspection and Test Plan as per clause 6.18 and 6.15 PART 3		Prior to contract award
18	Details of Environmental Emergency Response Plan, Details of Formal Environmental Training as per Clause 6.19		Prior to contract award
19	FSR Confirmation – as per Clause 6.20.2		Prior to contract award
20	Coating Supplier as per 6.20.4 and Annex A, clause 16.1.C.4.6		Prior to contract award
21	Annex J – Pricing Data Sheets		Prior to contract award

#### 4.1.5 Deliverables after Contract Award

Also Refer to item K3 of Annex "K", DELIVERABLES/CERTIFICATIONS..

Item	Description	Reference	Required within:
1	Contract Financial Security	Clause 7.12.2	5 working days after contract award
2	Revised Work Schedule prior to Kickoff Meeting	Clause 7.16	10 working days after contract award
3	The Contractor's Quality Control Plan	Clause 7.21	5 working days after contract award
4	Inspection and Test Plan	Clause 7.22, Annex G	5 working days prior to Kickoff meeting
5	The list of Government specialized loaned equipment that the Contractor intends to request.	Clause 7.28	10 working days after contract award
6	Insurance requirements as per Annex "D"	Clause 7.11 and Annex "D"	10 Working Days after contract award

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#### **4.2 Basis of Selection**

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

Bidders should note that all contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed Contract. Notwithstanding that a Bidder may have been recommended for award of Contract, issuance of any Contract will be contingent upon internal approval in accordance with Canada's policies. If such approval is not given, no Contract will be awarded.

#### **4.3 Preliminary Notification**

Pending the completion of the bid evaluation process, each Bidder will be notified of the preliminary ranking of its Financial Bid within 2 business days of the Solicitation's closing date by an e-mail from the Contracting Authority.

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## **PART 5 - CERTIFICATIONS**

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, 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 may render the bid non-responsive or constitute a default under the Contract.

### **5.1 Certifications Precedent to Contract Award**

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 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**

The certifications listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications 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 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>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

##### **5.2.1.1 Integrity Provisions – List of names**

As per the Integrity Provisions under section 01 of Standard Instructions [2003](#) bidders must provide a list of all owners and/or Directors and other associated information as required. Refer to section 4.21 of the Supply Manual for additional information on the Integrity Provisions..

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

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website

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

### **5.2.3 Status and Availability of Resources**

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

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

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

### **6.1 Financial Capability**

SACC Manual Clause A9033T (2012-07-16) Financial Capability

### **6.2 Contract Financial Security**

**6.2.1** In the bid, the Bidder must indicate the following ":

- a) In Annex "I", the type of Contract Financial Security the Bidder intends to provide if awarded the Contract; and
- b) In Annex I "Financial Bid Presentation Sheet", the cost to the Bidder of the Contract Financial Security.

**6.2.2** If his bid is accepted, the Bidder shall be required to provide the Contract Financial Security in accordance with 7.13 within **(5) five Working Days** after the date of contract award.

**6.2.3** If, for any reason, Canada does not receive, within the specified period, the required Contract Financial Security, Canada may terminate and accept another offer, seek new bids, negotiate a contract or not accept any bids, as Canada may deem advisable.

### **6.3 Vessel Transfer Costs**

Vessel Transfer Costs will apply to the evaluation price of this solicitation.

The evaluation price must include the cost for transferring the vessel from its home port to the shipyard/ship repair facility where the Work will be performed and the cost of transferring the vessel to its home port following completion of the Work, in accordance with the following:

(a) The Bidder must provide the location of the shipyard/ship repair facility where it proposes to perform the Work together with the applicable vessel transfer cost from the list provided under item I5.3 of Annex I. The price shall be entered into Table I1 of Annex I.

(b) If the list provided under item I5 of Annex I does not provide the shipyard/ship repair location where the Bidder intends to perform the Work, then the Bidder must advise the Contracting Authority, by e-mail at [Steve.Simoneau@tpsqc-pwgsc.gc.ca](mailto:Steve.Simoneau@tpsqc-pwgsc.gc.ca), at least **10 calendar days** before the bid closing date, of its proposed location for performing the Work. The Contracting Authority will confirm to the Bidder, by e-mail, at least **5 calendar days** before the bid closing date, the location of the shipyard/ship repair and the applicable vessel transfer cost.

A bid that specifies a location for executing the Work which is not on the list of item I5 of Annex I, and for which a notification in writing has not been received by the Contracting Authority as required above, will be considered non-responsive.

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## **6.4 Docking Facility**

Before contract award, the successful Bidder may be required to demonstrate, to the satisfaction of Canada, that the certified capacity of the docking facility, including any means or conveyance to remove the vessel from the water, is adequate for the anticipated loading in accordance with the related dry docking plans and other documents detailed in the Contract. The successful Bidder will be notified in writing and will be allowed a reasonable period of time to provide detailed keel block load distribution sketches and blocking stability considerations, along with the supporting calculations to show the adequacy of the proposed docking arrangement and the ability to comply with the supplied Docking Plan (Drawing file HMS Docking-plan 25032020) in way of the section of hull to be removed for this project.

Upon written request from the Contracting Authority, the Bidder must provide current and valid certification of the capacity and condition of the docking facility to be used for the Work. The certification must be provided by a recognized consultant, professional engineer, or classification society and must have been issued within the past two years.

Although a dry docking facility may have a total capacity greater than the vessel to be docked, the weight distribution of the vessel may cause individual block loading to be exceeded. Also, while the physical dimensions of a *dry docking facility* may indicate acceptability for docking of a specific vessel, other limitations such as spacing of rails on a marine railway, concrete piers of abutments adjoining the dry dock, tidal windows, and seasonal low water levels may, in fact, preclude the facility from being considered as a possible dry docking site.

### **6.4.1 Docking limitations**

Further dry docking limitations are described in Annex A. Before Contract award, the Bidder will be required to provide proof of their ability to accommodate the additional space required to remove and install the Retractable Thrusters (described in specification 12.9). For this item, there must be a minimum clearance of 2750 mm (9 ft) under the keel in way of the retractable thrusters. The Bidder must be able to demonstrate, by means of drawings and calculations, that sufficient clearance exists in their dry dock to access, remove and install all Retractable Thrusters.

**Refer to Annex "K2" for Deliverables/Certifications**

## **6.5 Workers' Compensation - Letter of Good Standing**

It is mandatory that the Bidder has an account in good standing with the Provincial Workers Compensation Board/Commission.

Upon written request from the Contracting Authority, the Bidder must submit a certificate or Letter of Good Standing from the applicable Workers Compensation Board/Commission. Failure to provide this information will render the bid non responsive.

**Refer to Annex "K2" for Deliverables/Certifications.**

## **6.6 Valid Labour Agreement**

If the Bidder has a labour agreement, or other suitable instrument, in place with its unionized labour or workforce, it must be valid for the proposed period of any resulting contract. Upon written request from the Contracting Authority, the Bidder must provide evidence of that agreement or other suitable instrument. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

**Refer to Annex "K2" for Deliverables/Certifications**

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## **6.7 Preliminary Work Schedule**

Upon written request from the Contracting Authority, prior to Contract award, the Bidder must submit to Canada one (1) electronic 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. The schedule will be reviewed with the successful Bidder at the Kickoff Meeting.

The preliminary work schedule(s) submitted must be produced with a commercially available project management software, either MS Project or equivalent approved by the TA, that is able to track tasks, predecessors, critical path, milestone markers, and labour loading. The schedule must show the anticipated work break down to the system and component level.

After Contract award, the master schedule used during the refit must fully comply with Annex A, G7.6.

The Bidder's Work schedule must include (as a minimum) target dates for each of the following significant events:

- a. Commencement of Work as defined at Article 7.3.1
- b. Period to be in Dry-Dock
- c. All priced work items listed in Annex I - Appendix 1
- d. FSR Scheduling for Priced Work Items
- e. Completion of Work as defined at Article 7.3.1
- f. Period of Care & Custody
- g. Dock and Sea Trials Period
- h. Resumption of custody by Canada

**Refer to Annex "K2", Deliverables/Certifications.**

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

SACC Manual Clause A9056C (2008-05-12) Supervision of Fueling and Disembarking Fuel

## **6.9 ISO 9001:2015 - Quality Management Systems**

The Bidders shall have in place a Quality Management System registered to ISO 9001:2015 and shall provide, upon written request from the Contracting Authority:

- Valid ISO 9001-2015 certification.

**Refer to Annex "K2" for Deliverables/Certifications.**

## **6.10 Health and Safety**

Upon written request from the Contracting Authority, 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. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

**Refer to Annex "K2" for Deliverable Requirements.**

## **6.11 Fire Protection, Fire Fighting and Training Procedures**

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Upon written request from the Contracting Authority, the Bidder must submit objective evidence that it has documented fire protection, fire fighting and training procedures compliant with current regulations and their insurance requirements. The fire protection, fire fighting and training procedures will, once accepted by Canada, form part of the Contract. Please refer to clause 7.27. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

**Refer to Annex "K2" for Deliverable Requirements.**

#### **6.12 Hazardous Waste**

1. The Bidder acknowledges that sufficient information has been provided by Canada with respect to the location and estimated amount of hazardous materials such as asbestos, lead, PCBs, silica or other hazardous materials or toxic substances.
2. The price includes all costs associated with the removal, handling, storage, disposal and/or working in the vicinity of hazardous materials such as asbestos, lead, PCBs, silica and other hazardous materials or toxic substances on board the vessel, including those costs resulting from the need to comply with applicable laws and regulations in relation to the removal, handling, disposal or storage of hazardous materials or toxic substances.
3. The completion date for the Work takes into account the fact that the removal, handling, storage, disposal and/or working in the vicinity of hazardous materials such as asbestos, lead, PCBs, silica and other hazardous materials or toxic substances may be affected by the need to comply with applicable federal, provincial and municipal laws or regulations and that this will not be considered to be an excusable delay.

#### **6.13 Insurance Requirements**

The Bidder must provide with its bid 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 "D"**. If this information is not provided with the bid it will render the bid non-responsive.

**Refer to Annex "K", Deliverables/Certifications.**

#### **6.14 Welding Certification**

1. Welding must be performed by a welder certified by the Canadian Welding Bureau and in accordance with the requirements of the following Canadian Standards Association (CSA) standards:
  - a. CSA W47.1- latest edition, Certification for Companies for Fusion Welding of Steel (Division Level 1 or 2) including the implementation of the Marine Annex in the Company's scope of Operations (for example, Marine Operations);
  - b. CSA W47.2-11 – latest edition, Certification for Companies for Fusion Welding of Aluminum (Division Level 1 or 2);
  - c. CSA W59, Welded steel construction (metal arc welding).

Upon written request from the Contracting Authority, the Bidder shall submit evidence demonstrating its certification by CWB (Letter of Validation) in accordance with the CSA standards, with the bid. The

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certification shall remain valid for the duration of the contract. If this information is not provided with the bid it will render the bid non-responsive.

Proof of Certification for Companies for Fusion Welding of Aluminum is not required with the bid but must be readily available before the commencement of any fabrication work, and upon request from the Technical Authority. The certification shall remain valid for the duration of the contract.

**Refer to Annex " K2" for Deliverables/Certifications.**

## **6.15 Project Management Services**

The Bidder is required to provide a Project Management Team experienced and capable of successfully managing the ship refit contract as defined herein. Project management personnel, services and deliverables must comply with the requirements detailed in the contract. **Each identified individual's resume (identified in sections 2 to 4) must be included with the bid and must demonstrate the requirements specified under each section.**

**Refer to Annex " K1" for Deliverables/Certifications**

### **1. Intent**

- (a) Job titles used in this section are for clarity within this document only. The Bidder is free to choose job titles that suit its organization.
- (b) The Bidder, through its Project Management Team, is responsible to discharge the duties and supply the deliverables required in the Contract and the Specifications.
- (c) Project Management encompasses the direction and control of such functions as engineering, planning, file sharing platform management, purchasing, manufacturing, assembly, overhauls, installations and test and trials.
- (d) As part of the Project Management Services, an online file sharing platform must also be provided and managed by the Bidder, as indicated within Annex A – Technical Specifications, article G 8.1

### **2. Project Manager**

- (a) The Bidder must supply an experienced Project Manager (PM).
- (b) The PM must have experience in managing a project of this nature.

**The Bidder must identify, at the time of bid closing, the individual whom, if awarded this Contract, it intends to use as the Project Manager for this work. The identified individual resume must be included with the bid. The identified individual must be a different individual than the Quality Assurance Facilitator and the Vessel Supervisor/Superintendent identified in this section's article 3 and 4. The individual's resume must:**

- 1- Demonstrate that the Project Manager must have completed a minimum of three (3) marine refit projects valued greater than \$2,500,000.00 per project, within the last seven (7) years; and
- 2- Identify each marine refit project managed by the proposed PM by providing, as a minimum, the following information:
  - Project name:
  - Project value:

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- Project picture(s) and/or description:
  - Project year of delivery:

### 3. Quality Assurance

(a) The Bidder must supply an experienced Quality Assurance Facilitator position.

**The Bidder must identify, at the time of bidding, the individual whom, if awarded the contract, it intends to have responsible for facilitating the quality system referenced in section 6.9. The identified individual resume must be included with the bid. The identified individual must be a different individual than the Project Manager and Vessel Supervisor/Superintendent identified in this section's article 2 and 4. This individual's resume must:**

- 1- Demonstrate that the proposed individual has previous experience in organizing, assembling and monitoring the inspection and testing, such that the requirements specified in Annex G (Quality Control/Inspection), are adhered to (i.e. actual inspections can be performed by various individuals with appropriate expertise). **Per section 6.18, include a completed Inspection and Test Plan from a previous project, that was created/managed by the identified individual.**
- 2- Include Quality Assurance training related to the quality system referenced in section 6.9.
- 3- Demonstrate that the individual has completed a minimum of three (3) years' experience in a quality facilitator position.

### 4. Vessel Supervision

- (a) The Bidder must supply an experienced Vessel Supervisor/Superintendent.
- (b) The individual must have experience in supervising a project of this nature.

**The Bidder must identify, at the time of bid closing, the individual whom, if awarded this Contract, it intends to use for the supervision of this work. The identified individual must be a different individual than the Project Manager and the Quality Assurance Facilitator identified in this section's article 2 and 3. The individual's resume must:**

- 1- Demonstrate that the individual has supervised a minimum of three (3) marine refit projects valued greater than \$2,500,000.00 per project, within the last seven (7) years; and
- 2- Identify each marine refit project supervised by the proposed individual, by providing, as a minimum, the following information:
  - Project name:
  - Project value:
  - Project picture(s) and/or description:
  - Project year of delivery:

### 5. Project Management Team

The collective resumes of the Bidder's Project Management Team must provide for the effective control of the project elements including, but not limited to:

- i. Project Management
- ii. Quality Assurance
- iii. Planning and Scheduling
- iv. Vessel Supervision

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## **6. Reports**

The following Management Reports and Documentation are to be prepared during the Contract period and maintained by the Bidder and submitted to Canada in accordance with the Contract or upon request by the Contracting Authority.

- i. Production Work Schedule (as described in Annex A, 1.12.6 and clause 7.16)
- ii. Inspection Test Plan Summary (as described in Annex G and per the template in Annex L)
- iii. Growth Work Summary
- iv. Risk Management Register
- v. Project Management documents/reports – Project Action Plan (as described in Annex A, Article G7 and per template in Annex L)
- vi. Drawing register and Document Register (as described in Annex A, 6.1.1.8)
- vii. Monthly Progress Report (as described in Annex A, Article G 7 and per the template in Annex L)
- viii. Management of an online protected and secured licensed file sharing platform that can be organized and controlled by designated administrators.

**Refer to Annex "K1" for Deliverables/Certifications.**

### **6.16 List of Proposed Subcontractors**

If the bid includes the use of subcontractors, the Bidder shall 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 aggregate for the project.

**Refer to Annex "K2" for Deliverables/Certifications.**

### **6.17 Quality Control Plan**

Upon written request from the Contracting Authority, the Bidder must submit to Canada an example of its Quality Control Plan (QCP) as applied on previous projects of the same nature.

**Refer to Annex "K2" for Deliverables/Certifications.**

### **6.18 Inspection and Test Plan**

Upon written request from the Contracting Authority, the Bidder must submit to Canada an example of an Inspection and Test Plan (ITP) complete with requirement and inspection reports as developed on previous projects of the same nature.

**Refer to Annex "K2" for Deliverables/Certifications and section 6.15 part 3.**

### **6.19 Environmental Protection**

Upon written request from the Contracting Authority, the Bidder must submit details of its environmental emergency response plans, waste management procedures and/or formal environmental training undertaken by its employees.

**Refer to Annex "K2" for Deliverables/Certifications.**

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## 6.20 FSR Confirmation

**6.20.1** Canada has a requirement to carry out work that will be performed by other Contractors/FSR's while the vessel is in the shipyard. The attendance of these contractors/FSRs while the vessels are in the shipyard, as mentioned in Annex A, shall be arranged for by the bidder as and when required, in consultation with Technical Authority.

**6.20.2** Bidders must include the following written confirmation with their bid at bid closing:

- a. That the shipyard will provide the FSR's unrestricted access to the vessel while the vessel is in the care and custody of the shipyard.
- b. The shipyard will provide shipyard health/safety and security orientation to the FSR's (if required).
- c. The shipyard will provide regular daily (or as frequently as required) productions meetings with FSR's to ensure effective communications and contract project management/coordination for on-time (or earlier) completion
- d. All Shipyard costs for the management of the above items, will form part of the Contractor's Bid
- e. Written confirmation from all the FSR's listed in 6.20.3, that the FSR's agrees to:
  - i. subcontract with the shipyard
  - ii. Work with the shipyard for the duration of the Contract.

Contact information for the FSR's is included in the following item 6.20.3.

### Refer to Annex "K2" for Deliverables/Certifications

#### 6.20.3 Planned FSR :

- Palfinger Marine Canada : Annex A - Section 10.2 (Davit and Lifeboat)

Nitin Joseph  
Area Sales Manager – Canada  
120-20575 Langley By Pass  
Langley, BC, V3A 5E8  
(tel) 604 530 0814

- RMH Industries : Annex A - Section 12.5 (Tailshafts and stemtubes)

Marc Deraiche  
Sales Technical Representative  
130, Rue Rotterdam,  
Saint-Augustin-de-Desmaures,  
Quebec, QC, G3A 1T3  
(tel) 418- 520-3699

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- Wartsila Canada Inc.: Annex A – Section 12.9 (Retractable Thrusters Replacement)

Barry Broderick  
Wartsila Canada Inc.  
27 Sagona Ave,  
Mount Pearl, NL, A1N 4P8  
(tel) 709-747-4600

- ABB Canada: Annex A – Section 12.9 (Vessel integration and commissioning)

Oleg Yefremov  
ABB Marine Canada, Director  
800 Hymus Bld  
St. Laurent, QC, H4S 0B5  
  
(tel) 1-514-238-5556

- Wajax : Annex A - Section 13.1 (Generator base Replacement)

Nicolas Aubin  
Project Manager,  
Wajax  
2997 Watt Avenue  
Quebec, QC, G1X3W1  
(tel) 418-651-5371

- Kongsberg : Annex A - Section 20.0 (Multibeam)

Michael Bailey  
Service Coordinator  
Kongsberg Maritime Canada.  
261 Brownlow Ave  
Dartmouth, NS, B3B 2B6  
(tel) 902-468-2268

- SKF Canada LTD : Annexe A - Section 12.3 (Tailshaft Steady Bearing)

David Dutremble  
Spécialiste de produit  
SKF Canada LTD.  
101 Lindsay Ave  
Dorval, QC, H9P 2S6  
(tel) 514-743-3418

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#### **6.20.4 Coating FSR – Potable Water Tank**

Before contract award, the Contractor must provide the PWGSC Contracting Authority with the following in accordance with Annex A, item 16.1.C.4.6 :

- a) The paint coating that has been bid and that will be applied;
- b) The manufacturer of the coating;
- c) Proof that the paint meets the NSF 61 Standard and that it is compatible with Interline 925 (current Port side tank coating). The Contractor must also demonstrate that the two products, when applied one over the other, are NSF 61 approved;
- d) Manufacturer's application procedures;
- e) WHMIS Material Safety Data Sheets and product data sheets.

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## PART 7 - RESULTING CONTRACT CLAUSES

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

### 1. Requirement

The Contractor must:

- a) To carry out the docking, maintenance and alterations of the Canadian Coast Guard Vessel CCGS Amundsen in accordance with the associated Technical Specifications detailed in the Requirement and attached as Annex "A" and all related drawings.
- b) to carry out any approved unscheduled work not covered in paragraph a) above.

#### 1.1 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex A (and listed at Annex B) of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

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

#### 2.1 General Conditions

2030, (2020-05-28), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract. (except for paragraph 26 "Liability" which is deleted in its entirety and replaced by the item 7.40 below).

Paragraph 22 "Warranty" of 2030, General Conditions – Higher Complexity – Goods, is amended in the Annex " E " - Warranty.

#### 2.2 Supplemental General Conditions

Unmanned ship:

1029 (2018-12-06) Ship Repairs, excluding section 08 apply to and form part of the Contract.

#### On required basis only:

Manned ship:

1029 (2018-12-06) Ship Repairs, excluding section 09 apply to and form part of the Contract.

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

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### **3. Security Requirement**

There is no security requirement associated with this Statement of Work

### **4. Term of Contract**

#### **4.1 Work Period - Marine**

Work must commence and be completed as follows:

Start : November 15, 2021, or as per ship availability.  
Complete : June 30, 2022

The Contractor agrees that the above timeframe (the "Work Period") provides an adequate period to perform the subject work and absorb a reasonable amount of unscheduled work. The Contractor certifies that they have sufficient material and human resources allocated or available to complete the subject work and a reasonable amount of unscheduled work within the Work Period.

Canada has the right to delay the arrival of the Vessel at the Contractor's facility subject to the following conditions:

- a) Canada gives 10 calendar days advance notice of a 15 day maximum delay.  
The Contractor may claim no additional cost when arrival of the vessel at the Contractor's facility is delayed up to a maximum of 15 calendar days beyond the commencement date, above. The Completion Date shall be extended by a period equal to the length of the delay.
- b) Canada does not provide 10 calendar days advance notice of a delay.  
The Completion Date shall be reasonably adjusted to reflect the impact of the delay on the arrival of the Vessel and Canada shall pay only the Daily Services Fee referred to in the Basis of Payment for the period of the delay.

#### **4.2 Additional Instructions to Work Period**

The vessel will be unmanned during the work period and will be considered to be out of commission. The vessel during that period will be in the care and custody of the Contractor and under its control.

Four weeks before the scheduled end of the work, the vessel must be made completely habitable for the ship's crew to return to the vessel to prepare for the vessels commissioning, and to assist during the commissioning activities; set to work test and trials For the vessel to be habitable, the ship's galley must be made operational, all crew lodgings must be cleaned and made ready for crew, washrooms and showers must be fully functional, potable water supplied, showers and bathrooms must be operational.

From the point that the crew has returned to the vessel to the end of the working period, the vessel will be manned, and will be considered in commission. The vessel during this period will be in the care and custody of the Canada and under its control.

#### **4.3 Time is of the Essence**

Refer to SACC Manual Clause 2030 (2020-05-28), sub-section 10, Time is of the Essence.

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## 5. Authorities

### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Steve Simoneau  
Department of Public Works and Government Services Canada (PWGSC)  
Quebec area - Marine Sector  
Tel: (418) 564-9517  
E-Mail: [Steve.Simoneau@tpsgc-pwgsc.gc.ca](mailto:Steve.Simoneau@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.

### 5.2 Technical Authority

The Technical Authority for the Contract is:

*Name will be determined at Contract Award*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

### 5.3 Inspection Authority

The Inspection Authority for the Contract is the Canadian Coast Guard.

*Name will be determined at Contract Award*

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Cell: \_\_\_\_\_  
E-mail: \_\_\_\_\_

The Inspection Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for the inspection of the Work and acceptance of the finished work. The Inspection Authority may be represented on-site by a designated inspector and any other Government of Canada Inspector who may from time to time be assigned in support of the designated inspector.

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#### 5.4 Contractor's Representative

*Name will be determined at Contract Award*

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Cell: \_\_\_\_\_  
E-mail: \_\_\_\_\_

### 6. Payment

#### 6.1 Basis of Payment - Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price indicated in the Basis of Payment Annex " B" for the Known Work. Applicable Taxes are extra, if applicable. Payment for unscheduled work shall be in accordance with Annex "B".

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 Specifications, will be authorized or paid to the Contractor unless such design changes, modifications or interpretations have been authorized in writing, by the Contracting Authority prior to their incorporation in the Work.

Bidders must include all costs in their bid associated with executing and administering the Contract in accordance with all measures that provincial, municipal and federal governments and public health authorities have instituted to protect against the threat of the severe acute respiratory syndrome coronavirus which causes the coronavirus disease ("Covid-19"), in addition to any other measures implemented by the shipyard/bidder, that were in place or required as of the date of bid submission. This includes, but is not limited to: Covid-19 specific cleaning (labour & Material), Personal Protective Equipment (PPE), Covid-19 testing/monitoring, additional equipment, extra labour, shift differentials and any additional administration/planning/project management.

#### 6.2 Payment terms - Progress Payment

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, up to 90 percent of the amount claimed and approved by Canada if:
  - (a) an accurate and complete claim for payment using form PWGSC-TPSGC 1111 <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/1111.pdf>, 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 90 percent of 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.

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2. 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.
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.

### **6.3 SACC Manual Clauses**

SACC Manual Clause H4500C (2010-01-11) Liens - Section 427 of the Bank Act  
SACC Manual Clause C6000C (2017-08-17) Limitation of Price  
SACC Manual Clause C0705C (2010-01-11) Discretionary Audit  
SACC Manual Clause C0711C (2008-05-12) Time Verification  
SACC Manual Clause 4007 (2010-08-16) Canada to Own Intellectual Property Rights in the Foreground Information

## **7. Invoicing Instructions**

### **7.1 Invoicing Instructions - Progress Payment Claim**

The Contractor must submit invoices in accordance with the information required in Section 13 of SACC 2030 (2020-05-28), General Conditions, Higher Complexity, Goods.

1. The Contractor must submit a claim for payment using form PWGSC-TPSGC 1111 <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/1111.pdf>, Claim for Progress Payment.

Each claim must show:

- (a) all information required on form PWGSC-TPSGC 1111;
  - (b) all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
2. Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.
  3. The Contractor must prepare and certify the claim on form PWGSC-TPSGC 1111, and forward it to the Contracting Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.

The Contracting Authority will then forward the claim to the Technical 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.

### **7.2 Invoicing**

1. Invoices are to be made out to:

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[DFO.invoicing-facturation.MPO@canada.ca](mailto:DFO.invoicing-facturation.MPO@canada.ca)

Attention of: *(will be completed at Contract award)*

And;

Electronic Copy of the original invoice to be forwarded for verification to:  
[steve.simoneau@tpsgc-pwgsc.gc.ca](mailto:steve.simoneau@tpsgc-pwgsc.gc.ca)

2. Canada will only make payment upon receipt of a satisfactory invoice duly supported by specified release documents and any other documents called for under the Contract.
3. The Contractor shall not submit an invoice prior to the completion and acceptance of the Work or shipment of the items to which it relates.

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

The Contractor accepts to be paid using Direct Deposit (Domestic and International) as the payment instrument.

### **7.4 Warranty Holdback**

A warranty holdback of 5% of the total contract price as last amended (Applicable Taxes excluded) will be applied to the final claim for payment. This holdback will be payable by Canada upon the expiry of the 90 day warranty period(s) applicable to the Work. Applicable Taxes, as appropriate, is to be calculated and paid on the total amount of the claim before the 5% holdback is applied. At the time that the holdback is released, there will be no Applicable Taxes payable, as it was included in previous payments.

#### **7.4.1 Deficiency List Holdback**

A deficiency list holdback of 5% of the total contract price as last amended (Applicable Taxes excluded) will be applied to the final claim for payment. This holdback will be payable by Canada upon completion and final signature of the 1205 Acceptance Form. Applicable Taxes, as appropriate, is to be calculated and paid on the total amount of the claim before the 5% holdback is applied. At the time that the holdback is released, there will be no Applicable Taxes payable, as it was included in previous payments.

## **8. Certifications**

### **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.

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

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

## 9. Applicable Laws

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

## 10. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the Supplemental General Conditions 1029, (2018-12-06), Ship Repairs;
- (c) the General Conditions 2030, (2020-05-28), General Conditions - Higher Complexity - Goods
- (d) the General Conditions 1031-2, (2012-07-16), Contract Cost Principles;
- (e) the General Conditions 4007 (2010-08-16) Canada to own intellectual property in the foreground information
- (f) Annex "M", Bidders Questions and Answers
- (g) Annex "A", Statement of Work;
- (h) Annex "B", Basis of Payment;
- (i) Annex "D", Insurance Requirements;
- (j) Annex "E", Warranty;
- (k) Annex "G", Quality Control/Inspection;
- (l) Annex "H", Vessel Turnover
- (m) the Contractor's bid dated \_\_\_\_\_ (insert date of bid), as amended \_\_\_\_\_ (insert date(s) of amendment(s) if applicable)

## 11. Insurance Requirements

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

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

**Referred to in Annex "K3" for Deliverables/Certifications**

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## 12. Financial Security

### 12.1 Term of Financial Security

Any bond, bill of exchange, letter of credit or other security provided by the Contractor to Canada in accordance with the terms of the Contract must not expire before 90 days after the completion date indicated in the Contract. The Contracting Authority may, at its sole discretion, require an extension to the period of the security, for which the Contractor may apply for financial compensation.

The Contracting Authority may, at its sole discretion, return the security to the Contractor before the expiration, provided however that no risk will accrue to Canada as a result of this.

### Referred to in Annex "K3" for Deliverables/Certifications

#### 12.2 Contract Financial Security

1. The Contractor must provide one of the following contract financial securities within **five (5)** Working Days after the date of contract award:

(a) a performance bond (form PWGSC-TPSGC 505) and a labour and material payment bond (form PWGSC-TPSGC 506), each in the amount of 20 percent of the Contract Price;

OR

(b) a security deposit as defined below in the amount of 10 percent of the Contract Price.

Any bond must be accepted as security by one of the bonding companies listed in Treasury Board Contracting Policy, Appendix L, Acceptable Bonding Companies (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12027>). The bond forms mentioned in (a) above are available at: <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>.

2. If, for any reason, Canada does not receive the financial security in the amount set out above within the specified period, the Contractor will be in default. Canada may, at its discretion, terminate the Contract for default pursuant to the Contract default provision, accept another bid, reject all bids or issue a new bid solicitation.

3. Security deposits in the form of government guaranteed bonds with coupons attached will be accepted only if all coupons that are unmatured, at the time the security deposit is provided, are attached to the bonds. The Contractor must provide written instructions concerning the action to be taken with respect to coupons that will mature while the bonds are pledged as security, when such coupons are in excess of the security deposit requirement.

### Referred to in Annex "K3" for Deliverables/Certifications

## 13. SACC Manual Clauses

SACC Manual Clause E0005C (2011-05-16) Financial Security  
SACC Manual Clause E0008C (2018-06-21) Security Deposit Definition

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#### **14. 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

#### **15. 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 on pertinent stages of work to permit inspection when considered necessary by the Inspection Authority.

#### **16. Work Schedule and Reports**

No later than ten **(10) working days** after contract award, the preliminary work schedule provided with the bid must be revised, detailed and resubmitted in preparation to the contract award kickoff meeting.

The work schedule(s) and all subsequent progress work schedule(s) submitted must be produced with a commercially available project management software, either MS Project or equivalent approved by the TA, that is able to track tasks, predecessors, critical path, milestone markers.

During the contract period, the Contractor must provide a detailed work schedule showing the commencement and completion dates for the Work in the available work period, which includes:

- realistic target dates for significant events;
- trackable tasks;
- predecessors;
- critical path; (for the entire refit)
- labour curve;
- milestone markers; and
- anticipated work break down to the system and component level, Work Breakdown Structure (WBS) level 3.

The work schedule submitted must comply with Annex A, article G 7.6 - Scheduling.

During the refit work period, the work schedule is to be reviewed on an ongoing basis by Canada and the Contractor. It must be updated weekly by the Contractor, and submitted by email to the Contracting Authority, Technical Authority and Inspection Authority, in an electronic PDF format on the Tuesday of each week prior to noon (EST).

During the refit work period, the Risk Management Register (template included in Annex K) must be updated weekly by the Contractor, and submitted by email to the Contracting Authority, Technical Authority and Inspection Authority on the Tuesday of each week prior to noon (EST).

A Monthly Progress Report template is provided in Annex M. Each section of the report must be completed by the Contractor in order to comply with the requirements identified in the Contract. The Appendices noted in the Monthly Progress Report Template are to be updated at the frequency noted on the template. The

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Monthly Progress Report must be emailed to the Contracting Authority, Technical Authority and Inspection Authority, along with the latest Appendices, as individual attachments.

**Referred to in Annex "K3" for Deliverables/Certifications**

**17. Insulation Materials - Asbestos Free**

All materials used to insulate or re-insulate any surfaces on board the vessel must meet Transport Canada Marine standards, for commercial marine work, and, for all work, be free from asbestos in any form. The Contractor must ensure that all machinery and equipment located below or adjacent to surfaces to be re-insulated are adequately covered and protected before removing existing insulation.

**18. Trade Qualifications**

The Contractor must use qualified, certificated (if applicable) and competent tradespeople and supervision to ensure a uniform high level of workmanship. The Technical 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.

**19. ISO 9001:2015 - Quality Management Systems**

**19.1** In the performance of the Work described in the Contract, the Contractor must comply with the requirements of :

ISO 9001:2015- Quality management systems - Requirements, published by the International Organization for Standardization (ISO), current edition at date of submission of Contractor's bid.

The Contractor's quality management system must address each requirement contained in the standard.

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

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

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

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

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

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## **20. Project Management Services**

The Contractor is required to provide its own Project Management Team, experienced and capable of successfully managing the ship VLE contract as defined herein. Project management personnel, services and deliverables must comply with the requirements detailed in the contract.

### **20.1 Intent**

(a) Job titles used in this section are for clarity within this document only. The Contractor is free to choose job titles that suit its organization.

(b) The Contractor, through its Project Management Team, is responsible to discharge the duties and supply the deliverables required in the Contract and the Specifications.

(c) Project Management encompasses the direction and control of such functions as engineering, planning, purchasing, manufacturing, assembly, overhauls, installations and test and trials.

(d) As part of the Project Management Services, an online file sharing platform must also be provided and managed by the Bidder, as indicated within Annex A – Technical Specifications, article G 8.1

### **20.2 Project Manager**

(a) The Contractor must supply an experienced Project Manager (PM) who is a different individual than the Quality Assurance Facilitator or the Vessel Supervisor/Superintendent, identified in articles 3 and 4).

(b) The PM must have experience in managing a project of this nature.

PM Name: \_\_\_\_\_

### **20.3 Quality Assurance**

(a) The Contractor must supply an experienced Quality Assurance facilitator who is a different individual than the Project Manager or the Vessel Supervisor/Superintendent, identified in articles 2 and 4.

Quality Assurance facilitator position Name: \_\_\_\_\_

### **20.4 Vessel Supervision**

(a) The Contractor must supply an experienced Vessel Supervisor/Superintendent who is a different individual than the Project Manager or the Quality Assurance Facilitator, identified in articles 2 and 3.

Vessel Supervisor/Superintendent Name: \_\_\_\_\_

### **20.5 Project Management Team**

The Contractor's Project Management Team must provide for the effective control of the project elements including, but not limited to:

- i. Project Management

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- ii. Quality Assurance
  - iii. Planning and Scheduling
  - iv. Vessel Supervision

## 20.6 Reports

The following Management Reports and Documentation are to be prepared and maintained by the Contractor and submitted to Canada in accordance with the Contract or upon request by the Contracting Authority.

- i. Production Work Schedule (as described in Annex A, Article G7 and clause 7.16) with adjusted labour curve
- ii. Inspection Test Plan Summary (per Annex G, Article G7, clause 7.22 and per the template in Annex L)
- iii. Growth Work Summary
- iv. Risk Management Register
- v. Project Management documents/reports – Project Action Plan (as described in Annex A, Article G7)
- vi. Drawing/Document Register/Index (as described in Annex A, Article G9)
- vii. Monthly Progress Reports (as described in Annex A, Article G7.7, clause 7.16, and per the template in Annex L)
- viii. Minutes of meetings to be provided by the Contractor. The Contractor shall distribute minutes/actions within two business days following each meeting.
- ix. Management of an online protected and secured licensed file sharing platform (cloud) that can be organized and controlled by designated administrators. (as described in Annex A, Article G8.1)

## 21. Quality Control Plan

The Contractor must implement and follow the Quality Control Plan (QCP) prepared according to the latest issue (at contract date) of ISO 10005:2005 Quality management - Guidelines for quality plans, approved by the Inspection and the Technical Authority. 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 from the elements of the specified quality requirements to the corresponding paragraphs in the QCP. The QCP must be made available to the Inspection and Technical Authority for review and approval **within five (5) working days** after contract award.

The documents referenced in the QCP must be made available when requested by the Inspection Authority.

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 Inspection Authority and the Technical Authority.

**Referred to in Annex "G".**

## 22. Inspection and Test Plan

The Contractor must in support of its Quality Control Plan (QCP), implement an approved Inspection and Test Plan (ITP). The ITP must be made available to the Inspection and Technical Authority for review and approval **five (5) working days** after Contract award. Revisions and updates to the ITP can be made at any time during the Contract Period.

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The Contractor must provide at no additional cost to Canada, all applicable test data, all Contractor technical data, test pieces and samples as may reasonably be required by the Inspection Authority to verify conformance to contract requirements. The Contractor must forward at his expense such technical data, test data, test pieces and samples to such location as the Inspection Authority may direct.

**Refer to Annex "G" for details.**

### **23. Equipment/Systems: Inspection/Test**

Inspections, Tests and Trials of Equipment, Machinery and Systems shall be conducted in accordance with the Specification. The Contractor is responsible for performing, or having performed, all Inspections, Tests and Trials necessary to substantiate that the materiel and services provided conform to contract requirements.

**Refer to Annex "G" for details.**

### **24. Environmental Protection**

The Contractor and its sub-contractors engaged in the Work on a Crown vessel must carry out the Work in compliance with applicable municipal, provincial and federal environmental laws, regulations and industry standards.

The Contractor must have detailed procedures and processes for identifying, removing, tracking, storing, transporting and disposing of all potential pollutants and hazardous material encountered, to ensure compliance as required above. The contractor must maintain in force their Environmental Protection procedures through the course of the contract.

All waste disposal certificates are to be provided to the Technical Authority, with information copies sent to the Contracting Authority. Furthermore, additional evidence of compliance with municipal, provincial and federal environmental laws and regulations is to be furnished by the Contractor to the Contracting Authority when so requested.

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

### **25. Hazardous Waste**

1. The Contractor acknowledges that sufficient information has been provided by Canada with respect to the location and estimated amount of hazardous materials such as asbestos, lead PCBs, silica or other hazardous materials or toxic substances.

2. The price includes all costs associated with the removal, handling, storage, disposal and/or working in the vicinity of hazardous materials such as asbestos, lead, PCBs, silica and other hazardous materials or toxic substances on board the vessel, including those costs resulting from the need to comply with applicable laws and regulations in relation to the removal, handling, disposal or storage of hazardous materials or toxic substances.

3. The completion date for the Work takes into account the fact that the removal, handling, storage, disposal and/or working in the vicinity of hazardous materials such as asbestos, lead, PCBs, silica and other hazardous materials or toxic substances may be affected by the need to comply with applicable

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federal, provincial and municipal laws or regulations and that this will not be considered to be an excusable delay.

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

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

All fueling and disembarking of fuel on CCGS Amundsen must be done in accordance with the Contractor's submitted and accepted procedures.

## **27. Fire Protection, Fire Fighting and Training**

The Contractor must maintain in force their fire protection, fire fighting and training procedures through the course of the Contract.

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

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

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

A list of Government equipment that the Contractor intends to request must be submitted to the Contracting Authority within **ten (10) days** of Contract Award to permit timely supply or for alternate arrangements to be made. The request must state the time frame for which the equipment is required.

**Referred to in Annex "K3".**

## **29. Welding Certification**

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

(a) CSA W47.1 - Latest Edition, Certification for Companies for Fusion Welding of Steel (Division Level 1 or 2) including the implementation of the Marine Annex in the Company's scope of Operations (for example, Marine Operations) and;

(b) CSA W47.2 - Latest Edition, Certification for Companies for Fusion Welding of Aluminum (Division Level 1 or 2).

c) CSA W59, Welded Steel Construction (Metal Arc Welding)

In addition, welding must be done in accordance with the requirements of the applicable drawings and specifications.

Before the commencement of any fabrication work, and upon request from the Technical Authority, the Contractor must provide approved welding procedures and/or a list of welding personnel

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intended to be used in the completion of the work. The list must identify the CWB welding procedure qualifications attained by each of the personnel listed and must be accompanied by a copy of each person's current CWB welding certification.

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

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

#### **30.1 Price Breakdown:**

The Contractor must, upon request, provide a price breakdown for all unscheduled work, by specific activities with trades, person-hours, material, subcontracts and services.

#### **30.2 Pro-rated Prices:**

Hours and prices for unscheduled work will be based on comparable historical data applicable to similar work at the same facility, or will be determined by pro-rating the quoted work costs in the Contract when in similar areas of the vessel.

#### **30.3 Price Certification**

The Bidder certifies that the price **proposed for Design Change or Additional Work:**

- a) is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both;
- 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.

In addition, refer to Annex "F".

### **31. Vessel Custody**

1. This work is going to take place with the vessel "out of commission" and therefore in the "care, control and custody" of the Contractor.
2. An "ACCEPTANCE CERTIFICATE - ASSUMPTION OF CUSTODY OF CANADA SHIPS BY THE CONTRACTOR" Appendix 1 of Annex "F" must be completed as required and a copy passed to the Inspection Authority.
3. To facilitate this turnover, representatives of the Contractor and Canada must confirm the condition of the vessel.
4. A vessel condition report must be appended to the above noted certificate and must be accompanied by colour photographs or videos in either conventional or digital format.
5. When the vessel is to be returned to the "care, control and custody" of Canada, an "ACCEPTANCE CERTIFICATE - RESUMPTION OF CUSTODY OF CANADA SHIPS BY THE VESSEL'S MASTER OR CHIEF ENGINEER" Appendix 2 of Annex "F" must be completed and a signed copy passed to Canada for distribution.

### **32. Vessel Refits**

SACC Manual Clause A0024C (2014-11-27) Vessel Unmanned Refits

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### **32 a. Vessel Unmanned Refits – From beginning to end of Work**

The vessel will be unmanned during the work period and will be considered to be out of commission. The vessel during that period will be in the care or custody of the Contractor and under its control.

**Note: Although the vessel is deemed to be unmanned as defined by Annex H – Vessel's Custody, consider the information provided at Section G1 of Annex A.**

### **32 b. Vessel Manned Refits - On a required basis only**

1. The vessel will be manned during the work period and will be considered to be in commission. The vessel during that period will remain in the care or custody of Canada and under its control.
2. Firefighting equipment must be readily accessible and made available by the Contractor should a fire emergency arise. The Contractor must take adequate precautions when burning or welding is carried out in compartments or other confined areas of the vessel.

### **33. Pre-Refit and Kickoff Meetings**

A Pre-Refit technical meeting will be convened and chaired by the Contracting Authority and Technical Authority at the Vessel's home port, if possible, or via videoconference, at a time to be determined soon after the contract award. During this meeting, details of the ship's specifications will be discussed. This shall be an opportunity for all parties to share information on the project at an early stage, in order to facilitate planning.

A Kickoff meeting will be convened and chaired by the Contractor at the Contractor's facility (if possible) or via videoconference, at a time near the arrival of the vessel at the shipyard. During this meeting, details of the ship's arrival and work commencement will be discussed.

The list of drawings and documents required to be submitted to Canada for the VLE Contract, is to be reviewed and updated by the Contractor, and submitted to the TA and CA, at least 5 working days prior to the Kickoff meeting. Elements required pursuant to the specifications in Annex A may need to be added by the Contractor.

An update of the required ITPs (in accordance with Annex G) must be submitted at least 5 working days prior to the Kickoff meeting.

### **34. Outstanding Work and Acceptance**

1. The Inspection Authority (and/or the Technical Authority), in conjunction with the Contractor, will prepare a list of outstanding work items at the end of the work period. This list will form the annexes to the formal acceptance document for the vessel. A contract completion meeting will be convened by the Inspection Authority on the work completion date to review and sign off the form PWGSC-TPSGC1205, Acceptance. In addition to any amount held under the Warranty Holdback Clause, a holdback of twice the estimated value of outstanding work will be held until that work is completed.
2. The Contractor must complete the above form, which will be distributed (by e-mail) by the Inspection Authority as follows:
  - (a) one copy to the Contracting Authority;
  - (b) one copy to the Technical Authority;
  - (c) one copy to the Contractor.

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### **35. Scrap and Waste Material**

Despite any other provision of the Contract, scrap and waste materials other than accountable material, derived from the Contract, will revert to the Contractor as part of the Contract Price.

### **36. Stability**

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

### **37. Vessel Access by Canada**

Canada reserves the right to have its personnel carry out limited work on equipment on board the vessel. This work will be carried out at times mutually acceptable to Canada and the Contractor.

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

### **38. Title to Property - Vessel**

If the Contractor is in default in carrying any of its obligations under the Contract, Canada, or its agents, will have the immediate right to enter the shipyard, without first obtaining a court order, to take possession of the vessel and all other property of Canada, including, but not limited to, work-in-process located on the premises, and to perform any further work required to enable the vessel and other such property to be removed from the shipyard.

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

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.

### **39. Workers Compensation**

The Contractor must maintain its account in good standing with the applicable provincial or territorial Workers' Compensation Board for the duration of the Contract.

### **40. Limitation of Contractor's Liability for Damages to Canada**

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

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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 nor include:

- (a) Any infringement of intellectual property rights;
  - (b) Any breach of warranty obligations;
  - (c) Any liability of Canada to a third party arising from any act or omission of the Contractor in performing the Contract; or
  - (d) Any loss for which the policies of insurance specified in the Contract or any other policies of insurance held by the Contractor would provide insurance coverage.
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), (c) and (d) 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. However, 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 but which liabilities are subject to the limitations as specified in sub-article (1) through (4) above.
  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. In the event of a termination under this Article, 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, Annex B and that the Contractor's liability remains as specified in subarticles (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.

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#### **41. Dispute Resolution**

The parties agree to follow the procedures below for the settlement of any disputes which may arise throughout the life of this Contract prior to seeking redress through court procedures:

- (a) Disputes arising from this Contract will in the first instance be resolved by the Contracting Authority and the Contractor's Contract Administrator within 15 working days or such additional time as may be agreed to by both parties.
- (b) Failing resolution under (a) above, the Manager of the Ship Refit Division (MD) of the Marine Systems Directorate at PWGSC and the Contractor's Representative Supervisor will attempt to resolve the dispute within an additional fifteen (15) working days.
- (c) Failing resolution under (a) or (b) above, the Senior Director of the Marine Systems Directorate at PWGSC, and the Contractor's Senior Management will attempt to resolve the dispute within an additional thirty (30) working days.
- (d) Notwithstanding the above procedure, either party may seek a decision through the courts at any time during the dispute.

#### **42. Failure to Deliver**

Time is of the essence of the Contract. Changes in the Completion date not caused by Canada are Contractor defaults, will prejudice Canada and are at the Contractor's expense. The Completion date will not be extended without consideration being provided by the Contractor acceptable to Canada in the form of adjustment to the price, warranty or services to be provided.

#### **43. Permits, Licenses and Certificates**

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

#### **44. Export Licenses**

Where material is to be imported into Canada, the Contractor is responsible for obtaining all necessary export licenses from the country of origin in sufficient time to enable the export.

#### **45. Equivalency of Equipment**

- (a) The Contractor guarantees that the equipment to be delivered under the Contract is:
  - (i) equivalent in form, fit, function and quality to the existing equipment owned by Canada that was described in the bid solicitation that resulted in the Contract; and
  - (ii) fully compatible, interchangeable and interoperable with the existing equipment owned by Canada.
- (b) The Contractor also guarantees that any warranties with third parties concerning the existing

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equipment owned by Canada will not be adversely affected by Canada's use of the equipment delivered under the Contract (for example, by interconnecting the equipment) or by any other services provided by the Contractor under the Contract. If Canada determines in its sole discretion that any such warranty has been adversely affected, at Canada's sole option, the Contractor must:

- (i) pay to Canada the amount that Canada must pay to the original supplier (or an authorized reseller of that supplier) to re-certify Canada's existing equipment for warranty purposes and any other amounts paid by Canada to a third party in order to restore the equipment to full warranty status;
  - (ii) perform all warranty work on Canada's existing equipment in place of the original supplier; or
  - (iii) pay to Canada the amount that Canada must pay to the original supplier (or an authorized reseller of that supplier) to perform maintenance work on the equipment that otherwise would have been covered by the warranty.
- (c) The Contractor agrees that, during the Contract Period, if Canada determines that any of the equipment is not equivalent in form, fit, function and quality to the existing equipment owned by Canada or is not fully compatible, interchangeable and interoperable with the existing equipment owned by Canada, the Contractor must immediately and entirely at its own expense take all steps necessary to ensure that the equipment satisfies these requirements (for example, by implementing any additional software or firmware), failing which Canada will have the immediate right to terminate the Contract for default. The Contractor agrees that, if Canada terminates the Contract for this reason, the Contractor must pay to Canada the costs of reprocurring the equipment from a third party and the difference, if any, in price paid by Canada to the third party.

The Contractor acknowledges that its failure to deliver equivalent equipment that satisfies the above requirements may result in the Contractor (as well as its affiliates and any other entities with whom the Contractor or its principals do not deal at arm's length) being unable to propose equivalent substitutes in response to future PWGSC bid solicitations.

#### **46. Travel and Living Expenses - National Joint Council Travel Directive**

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided 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".

All travel must have the prior authorization of the Contracting Authority.

All payments are subject to government audit.

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#### **47. Government Supplied Material**

Any item of material acquired by the government of Canada and provided on a "free issue" basis to contractors for embodiment in material under production or for incorporation into Crown-owned equipment undergoing modification, repair or overhaul.

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

In the event of problems with the GSM supplied, the Contractor shall advise the Contracting Authority immediately, identifying the specific problem. Should the Contractor proceed without guidance from the Contracting Authority, any costs incurred, and loss of GSM shall be at the Contractor's expense.

Any GSM must be received by the Contractor and stored in a secure warehouse or storeroom having a controlled environment appropriate for the equipment as per manufacturer's instructions. The Contractor shall repair or replace at its own expense GSM that is damaged or lost while in the Contractor's care.

While a final GSM 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.

**The Contractor must refer to Annex A for listed GSM.**

#### **48. Government Furnished Equipment**

Equipment supplied by Canada to be used in the production process; for example, tooling, jigs, dies, production equipment. See special production tooling, special test equipment and production assets.

All Government Property must be used by the Contractor solely for the purpose of the Contract and remains the property of Canada. The Contractor must maintain adequate Accounting records of all Government Property and, whenever feasible, mark it as being the property of Canada.

The Contractor must take reasonable and proper care of all Government Property while it is in its possession or subject to its control. The Contractor is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear. All Government Property, unless it is installed or incorporated in the Work, must be returned to Canada on demand. All scrap and all waste materials, articles or things that are Government Property must, unless provided otherwise in the Contract, remain the property of Canada and must be disposed of only as directed by Canada.

At the time of completion of the Contract, and if requested by the Contracting Authority, the Contractor must provide to Canada an inventory of all Government Property relating to the Contract.

**The Contractor must refer to Annex A for listed Government Furnished Equipment, if any.**

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## **ANNEX A - STATEMENT OF WORK - SPECIFICATIONS**

### **CCGS Amundsen 2021-2022 Drydock Vessel Life Extension**

Specification No: F7049-200177

Date: June 2021

(Attached as separate document)

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**ANNEX B - BASIS OF PAYMENT- FIRM PRICE**

**Remark to Bidder: Annex B will form the Basis of Payment for the resulting contract and should not be filled in at the bid submission stage. See annex 'I' – Financial Bid Presentation Sheet.**

**B1 Contract Firm Price**

Item	Item's Description	Firm Price
B1.1	<b>Scheduled Work</b> For work as stated in Clause 1.a) of the contract, specified in Annex A and detailed in the attached Price Per Item Sheet, Appendix 1 of Annex B, <b>for a FIRM PRICE of:</b>	\$ _____
B1.2	<b>Optional Scheduled Work</b> as specified in Annex A and detailed in the attached Price Per Item Sheet, Appendix 1 of Annex B, <b>for a FIRM PRICE of:</b>	\$ _____
B1.3	<b>Applicable taxes of lines B1.1 and B1.2 only:</b>	\$ _____
B1.4	<b>Cost of Contract Financial Security</b>	\$ _____
	<b>Total Firm Price [B1.1 + B1.2 + B1.3 + B1.4]</b>	\$ _____

**B2 Unscheduled Work**

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

"Number of hours (to be negotiated) X \$\_\_\_\_\_, being the Contractor's firm hourly charge-out labour rate which includes overhead, consumables, and profit, plus net laid-down cost of materials to which will be added a mark-up of 10%, plus applicable taxes, of the total cost of material and labour. The firm hourly charge-out labour rate and the material mark-up will remain firm for the duration of the Contract and any subsequent amendments."

B2.1: Notwithstanding definitions or usage elsewhere in this document, or in the Contractor's Cost Management System, when negotiating hours for unscheduled work, PWGSC will consider only those hours of labour directly involved in the production of the subject work package.

Elements of Related Labour Costs identified in this section B2.2 below, will not be negotiated, but will be compensated for in accordance with B2.2.

B2.2: Allowance for Related Labour Costs such as: Management, all Supervision, Purchasing and Material Handling, Quality Assurance and Reporting, First Aid, Gas Free Certification Inspecting and Reporting, Estimating, and Preparing Unscheduled Work Submissions will be included as Overhead for the purposes of determining the Charge-out Labour Rate entered in line B2 above.

B2.3: The 10% mark-up rate for materials will also apply to subcontracted costs. The mark-up rate includes any allowance for material and subcontract management not allowed for in the Charge-out Labour Rate. The Contractor will not be entitled to a separate labour component for the purchase and handling of materials or subcontract administration.

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### Pro-rated Prices Unscheduled Work

Hours and prices for unscheduled work shall be based on comparable historical data applicable to similar work at the same facility, or shall be determined by pro-rating the quoted Work costs in the Contract when in similar areas of the vessel.

### B3 Overtime

The Contractor must not perform any overtime under the Contract unless authorized in advance and in writing by the Contracting Authority. There will be no overtime payment for Known Work. Any request for payment must be accompanied by a copy of the overtime authorization and a report containing the overtime performed pursuant to the written authorization. Payment for authorized overtime will be calculated as follows:

For unscheduled work, the Contractor will be paid the authorized overtime hours at the following charge-out labour rates:

a. Time and One Half\*\*: \$ \_\_\_\_\_

per hour

b. Double Time\*\*\*: \$ \_\_\_\_\_

per hour

This rate shall be a blended rate for all classes of labour, engineering and foreperson and shall include all overheads, supervision and profit.

These rates will remain firm for the duration of the Contract, including all amendments and are subject to audit if considered necessary by Canada.

\* Regular time is defined as an 8 hour work day.

\*\* Time and One Half is defined as time in excess of the Regular Time\*.

\*\*\* Double Time is defined as Sundays and Statutory Holidays.

### B4 Daily Services Fee

In the event of a delay in the performance of the Work that lengthens the Work period beyond the date specified in this Contract, and if such delay is recognized and agreed upon by the Contracting Authority as being attributable to Canada, Canada agrees to pay the Contractor the daily services fee, described below, for each day of such delay. This fee shall be the sole liability of Canada to the Contractor for the delay.

The firm daily services fee is:

(a) For a working day in drydock: \$ \_\_\_\_\_

(b) For a non-working day in drydock: \$ \_\_\_\_\_

(c) For a working day alongside: \$ \_\_\_\_\_

(d) For a non-working day alongside: \$ \_\_\_\_\_

The above fees shall include but not be limited to, all aspects of the following costs: Project Management Services, Administrative Support, Production Services, Quality Assurance,

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Material Support, Planned Maintenance and Ship Services, and all other resources and direct costs needed to maintain the Vessel at the Contractor's facility, including all items listed in **B5**. These fees are firm and not subject to any additional charges for mark-up or profit.

#### **B5 Vessel, Refit, Repair or Docking Cost**

The following costs must be included in the price:

**B5.1: Ship Services:** include all costs for ship services such as water, steam, electricity, etc., required for vessel maintenance for the duration of the Contract.

**B5.2: Docking and Undocking** include:

- a. all costs resulting from dry docking, wharfage, security, shoring, shifting and/or moving of the vessel within the successful Bidder's facility;
- b. the cost of services to tie up the vessel alongside and to cast off.

Unless specified otherwise, the vessel will be delivered by Canada to the successful Bidder's facility alongside a mutually agreed safe transfer point, afloat and upright, and the successful Bidder will do the same when the Work is completed. The cost of services to tie up the vessel alongside and to cast off must be included in the evaluation price.

**B5.3: Field Service Representatives/Supervisory Services:** include all costs for field service Representatives / supervisory services including manufacturers' representatives, engineers, etc. The Contractor is responsible for the performance of all subcontractors and FSRs.

These services must not be an extra charge except where unscheduled work requiring these services is added to the Contract.

**B5.4: Removals:** include all costs for removals necessary to carry out the Work and will be the responsibility of the successful Bidder whether or not they are identified in the specifications, except those removals not apparent when viewing the vessel or examining the drawings. The successful Bidder will also be responsible for safe storage of removed items and reinstalling them on completion of the Work. The successful Bidder will be responsible for renewal of components damaged during removal.

**B5.5: Sheltering, Staging, Cranage and Transportation:** include the cost of all sheltering, staging including handrails, cranage and transportation to carry out the Work as specified.

The Contractor will be responsible for the cost of any necessary modification of these facilities to meet applicable safety regulations.

#### **B6 Pricing Data Sheets**

Parameters from the Pricing Data Sheets will be used at Canada's sole discretion in the determination of unscheduled work price.

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### **Appendix 1 of Annex B– Price per Item Sheet**

*(Will be completed at Contract Award : The content from Appendix 1 of Annex I, as completed by the Bidder, will be inserted here.)*

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### ANNEX C to PART 5 - 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 ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page)).

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

A. Check only one of the following:

A1. The Bidder certifies having no work force in

Canada.  A2. The Bidder certifies being a public sector employer.

A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.

A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

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

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

OR

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

B. Check only one of the following:

B1. The Bidder is not a Joint Venture.

OR

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

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## ANNEX D – INSURANCE REQUIREMENTS

### D1. Ship Repairers' Liability Insurance – G5001C (2018-06-21)

1. The Contractor must obtain Ship Repairer's Liability Insurance and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$10,000,000 per accident or occurrence and in the annual aggregate.
2. The Ship Repairer's Liability insurance must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
  - b. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Environment Canada and Public Works and Government Services Canada for any and all loss of or damage to the vessel, however caused.
  - c. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
  - d. Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

### D2. Commercial General Liability Insurance – G2001C (2018-06-21)

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 \$10,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability Insurance policy must include the following:
  - a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c) 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.

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- 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) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

### **D3. Environmental Impairment Liability Insurance**

1. The Contractor must obtain Contractor's Pollution Liability insurance, providing coverage for Asbestos Abatement, 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 \$5,000,000 per accident or occurrence and in the annual aggregate.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The Contractor's Pollution Liability insurance coverage provided under the remarks section above) 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 as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
  - b. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - c. Separation of Insureds: 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.
  - 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. Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the

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boundaries of a site at which the Contractor or any entity for which

- f. the Contractor is legally liable is performing or has performed the operations described in the contract.
- g. 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.

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## ANNEX E - WARRANTY

**General Conditions 2030 (2018-06-21) - Higher Complexity Goods, are hereby amended by deleting section 2030 22 (2014-09-25), Warranty and replacing it as follows:**

### E.1 Section 22 Warranty

1. At the discretion of the Minister, the Contractor will replace or make good at its own expense any finished work, excluding Government Issue incorporated therein, which becomes defective or which fails to conform to contract requirements as a result of faulty or inefficient manufacture, material or workmanship.

2. Notwithstanding prior acceptance of the finished work, and without restricting any other term of the Contract or any condition, warranty or provision implied or imposed by law, the Contractor hereby warrants that the following shall be free from all defects and shall conform with the requirements of the contract:

- (a) The painting of the underwater portion of the hull for a period of three hundred and sixty-five (365) days commencing from the date of undocking, except that the Contractor will only be liable to repair and/or replace to a value to be determined as follows:

Original cost to Canada of the underwater painting Work, divided by three hundred and sixty-five (365) days and multiplied by the number of days remaining in the warranty period. The resultant would represent the "Dollar Credit" due to Canada from the Contractor.

- (b) All other painting Work for a period of three hundred and sixty-five (365) days commencing from the date of acceptance of the Work;
- (c) All parts and material provided by the Contractor for a period of three hundred and sixty-five (365) days commencing from the date of acceptance of such parts or material;
- (d) All other items of Work for a period of ninety (90) days commencing from the date of acceptance of the Work, except that:
  - (i) the warranty on the Work related to any system or equipment not immediately placed in continuous use or service shall extend for a period of ninety (90) days from the date of acceptance of the vessel;
  - (ii) for all outstanding defects, deviations, and Work items listed on the Acceptance Document at Delivery, the Warranty will be ninety (90) days from the subsequent date of acceptance for each item.

3. If more than one warranty period applies, in accordance with the above, to any Work, then the warranty shall be for the longest period.

4. The Contractor agrees to pass to Canada, and exercise on behalf of Canada, all warranties on the Materials supplied or held by the Contractor which exceed the periods indicated Above.

### E.2 Warranty Procedures

#### E2.1 Scope

- a. The following are the procedures which suit the particular requirements for warranty considerations for a vessel on completion of a refit.

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## **E2.2 Definition**

- a. There are a number of definitions of "warranty" most of which are intended to describe its force and effect in law. One such definition is offered as follows:

"A warranty is an agreement whereby the vendor's or manufacturer's responsibility for performance of its product is extended for a specific period of time beyond the date at which the title to the product passes to the buyer."

## **E2.3 Warranty Conditions**

- a. General Conditions 2030, Higher Complexity - Goods are augmented by clauses incorporated into the subject Contract.
- b. The warranty periods may be stated in more than one part.
  - i. 90 days commencing from the day the PWGSC 1205 Acceptance Document is signed for workmanship provided by the contractor for the refit work specified;
  - ii. 365 days from the date of undocking the vessel for the specified areas of underwater paint and topside painting;
  - iii. 365 days commencing from the day the PWGSC 1205 Acceptance Document is signed for parts and material provided by the contractor for the refit work specified;
  - iv. Any other specific warranty periods that may be required in the contract or offered by the Contractor.
- c. The foregoing does not cover the disposition of other deficiencies that will be directly related to Technical Authority problem areas of the following nature:
  - i. items becoming unserviceable that were not included in the refit specification;
  - ii. refit specifications or other related documentation requiring amendments or corrections to increase viability; and
  - iii. work performed that is directly related to the Technical Authority.

## **E2.4 Reporting Failures With Warranty Potential**

- a. The initial purpose of a report of a failure is to facilitate the decision as to whether or not to involve warranty and to generate action to effect repairs. Therefore in addition to identification, location data, etc. the report must contain details of the defect. Warranty decisions as a general rule are to be made locally and the administrative process is to be in accordance with procedures as indicated.
- b. These procedures are necessary as invoking a warranty does not simply mean that the warrantor will automatically proceed with repairs at his expense. A review of the defect may well result in a disclaimer of responsibility, therefore, it is imperative that during such a review the Department is directly represented by competent technical authority qualified to agree or disagree with the warrantor's assertions.

## **E2.5 Procedures**

- a. Immediately it becomes known to the Ship's Staff that an equipment/system is performing below accepted standards or has become defective, the procedures for the investigation and reporting are as follows:
  - i. The vessel advises the Technical Authority when a defect, which is considered to be directly associated the refit work, has occurred.
  - ii. On review of the Specification and the Acceptance Document, the Technical Authority in consort with Ship's Staff is to complete the Tombstone Data and section 1 of the Warranty Claim Form and forward the original to the Contractor for review with a copy to the PWGSC contracting Authority. If the PWGSC

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Contracting or Inspection Authority 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 the latter instance PWGSC will inform the Contractor of its decision and no further action will be required of the Contractor.

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

- iii. Assuming the Contractor accepts full responsibility for repair, the Contractor completes Section 2 and 3 of the Warranty Claim Form, returns it to the Inspection Authority who confirms corrective action has been completed, and who then distributes the form to the Technical Authority and the PWGSC Contracting Authority.
- b. In the event that the Contractor disputes the claim as a warranty defect, or agrees to share, the contractor is to complete Part 2 of the Warranty Claim Form with the appropriate information and forward it to the Contracting Authority who will distribute copies as necessary.
- c. When a warranty defect claim is disputed by the Contractor, the Technical Authority may arrange to correct the defect by in-house resources or by contracting the work out. All associated costs must be tracked and recorded as a possible charge against the contractor by PWGSC action. Material costs and man-hours expended in correcting the defect are to be recorded and entered in Section 5 of the warranty defect claim by the Technical Authority 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.

## **E2.6 Liability**

- a. Agreement between the Contracting Authority, Inspection Authority, Technical Authority and the Contractor will result in one of the following conditions:
  - i. The contractor accepts full responsibility for costs to repair or overhaul under the warranty provisions of the contract;
  - ii. The Technical Authority accepts full responsibility for repair and overhaul of item concerned; or
  - iii. The Contractor and the Technical Authority agree to share responsibility for the costs to repair or overhaul the unserviceable item, in such cases the PWGSC Contracting Authority will negotiate the best possible sharing arrangement.
- b. In the event of a disagreement as in paragraph 5c, PWGSC will take necessary action with the contractor while the Technical Authority informs its Senior Management including pertinent data and recommendations.
- c. The total cost of processing warranty claims must include accommodation and travel costs of the contractor's employees as well as equipment/system down time and operational constraints. Accordingly, the cost to remediate the defect, in man-hours and material, will be discussed between the Contracting/Inspection Authorities and the Technical Authority to determine the best course of action.

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## **E2.7 Alongside Period For Warranty Repairs and Checks**

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

“Original cost to Canada for painting and preservation of the underwater section of the hull, divided by three hundred and sixty-five (365) days and multiplied by the number of days remaining in the three hundred and sixty-five (365) days warranty period. The resultant would represent the ‘Dollar Credit’ due to Canada from the Contractor.”

- c. The Underwater paint system, before expiration of the warranty, should be checked by divers. The Technical Authority, is to arrange the inspection and inform the Contracting Authority of any adverse results.

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**Appendix 1 of Annex E – Warranty Claim**



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. Numéro de série de réclamation de garantie
Contractor – Entrepreneur		<b><u>Effect on Vessel Operations</u></b> <b><u>Effet sur des opérations de navire</u></b>  Critical      Degraded      Operational Non-operational  Critique      Dégradé      Opérationnel Non-opérationnel

**1. Description of Complaint – Description de plainte**

Contact Information – l'information de contact

\_\_\_\_\_  
Name – Nom

\_\_\_\_\_  
Tel. No. - N ° Tél

\_\_\_\_\_  
Signature – Signature

\_\_\_\_\_  
Date

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

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

1. \_\_\_\_\_

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

Date of

\_\_\_\_\_  
Client Name and Signature - Nom et signature de client  
Date

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

Signature – Signature

Date

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## ANNEX F – PROCEDURE FOR UNSCHEDULED WORK

### F1. Purpose

The unscheduled work Procedure has been instituted for the following purposes:

- a. To establish a uniform method of dealing with requests for unscheduled work;
- b. To obtain the necessary Technical Authority approval and Contracting Authority authorization before unscheduled work commences;
- c. To provide a means of maintaining a record of unscheduled work requirements including serial numbers, dates and accumulated cost. The Contractor shall have a cost accounting system that is capable of assigning job numbers for each unscheduled work requirement so that each requirement can be audited individually.

### F2. Definitions

- a. An unscheduled work Procedure is a contractual procedure whereby changes to the scope of work under the Contract may be defined, priced and contractually agreed to. Such changes may arise from: i. "Work Arising" from opening up of machinery and/or surveys of equipment and material,  
OR  
ii. "New Work" not initially specified but required on the Vessel.
- b. The procedure does not allow for the correction of deficiencies in the Contractor's Bid.
- c. No unscheduled work may be undertaken by the Contractor without written authorization by the Contracting Authority, except under emergency circumstances as described in sub paragraph 3(b) unscheduled work.
- d. Work undertaken without written Contracting Authority authorization will be considered the Contractor's responsibility and cost.
- e. The appropriate PWGSC form is the final summary of the definition of the unscheduled work requirement, and the costs negotiated and agreed to.

### F3. Procedures

- a. The procedure involves the electronic form PWGSC 1379 for refit and repair and will be the only form for authorizing all unscheduled work. The form (in excel format) to be filled in follows these instructions. The Labor breakdown, materials and sub-contractors involved with the additional work (and supporting documents) must be included and detailed on the subsequent two sheets that follow the form. Refer to Annex K, showing PWGSC 1379 template to complete in Excel.
- b. Emergency measures required to prevent loss or damage to the Vessel which would occur if this procedure were followed, shall be taken by the Contractor on its own authority. The responsibility for the cost of such measures shall be determined in accordance with the terms and conditions of the Contract.
- c. The Technical Authority will initiate a work estimate request by defining the unscheduled work requirement. It will attach drawings, sketches, additional specifications, other clarifying details as appropriate, and allocate their serial number for the request.
- d. Notwithstanding the foregoing, the Contractor may propose to the technical Authority in writing

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either by letter or some type of Defect Advice Form (A Contractor owned form) that certain unscheduled work should be carried out.

- e. The Technical Authority will either reject or accept such proposal and advise the Contractor and Contracting Authority. Acceptance of the proposal is not to be construed as authorization for the work to proceed. If required, the Technical Authority will then define the unscheduled work requirement in accordance with sub paragraph 3(c).
- f. The Contractor will electronically submit its proposal to the Contracting Authority together with all price support and any qualifications, remarks or other information as requested. The price support shall demonstrate the relationship between the scope of work, the Contractor's estimated costs and its selling price. It is a breakdown of the Contractor's unit rates, estimates of person hours by trade, estimate of material cost per item for both the Contractor and all of its subcontractors including quotations, estimates and any related schedule impact and an evaluation of the Contractor's time required to perform the unscheduled work.
- g. The Contractor shall provide copies of purchase orders and paid invoices for subcontracts and/or material, including stocked items. The Contractor shall provide a minimum of two quotations for subcontracts or material. If other than the lowest or sole source is being recommended for quality and/or delivery considerations, this shall be noted. Upon request by the Contractor, the Contracting Authority shall be permitted to meet with any proposed subcontractor or material supplier for discussion of the price, and always with the Contractor's representative present.
- h. After discussion between the Contracting Authority and the Contractor and if no negotiation is required, the Contracting Authority will seek confirmation from the Technical Authority to proceed with the work by signing the form noted above in sub paragraph 3(d). The Contracting Authority will then sign and authorize the unscheduled work to proceed.
- i. In the event that the Technical Authority does not wish to proceed with the work, the Contracting Authority will cancel the proposed unscheduled work in writing.
- j. In the event the negotiation involves a credit, the appropriate PWGSC form will be noted accordingly.
- k. In the event that the Technical Authority requires unscheduled work of an urgent nature or an impasse has occurred in negotiations the commencement of unscheduled work should not be unduly delayed and should be processed as follows:
  - The Contractor will complete PWGSC 1379 form indicating the estimated cost and provide it to the Contracting Authority.
  - If the Technical Authority wishes to proceed, both the Technical Authority and the Contracting Authority will sign the completed PWGSC form. It will be understood and accepted that this cost will be a ceiling price cost and therefore only subject to downward adjustment.
  - A serial number will be allocated and will include Suffix A.

The work will proceed with the understanding that following an audit of the Contractor's actual costs for completing the described work, the cost will be finalized at the ceiling price or lower, if justified by the audit. A new PWGSC form will then be completed with the finalized costs, signed and issued with the same Serial Number without the suffix "A", and bearing a notation that this form is replacing and canceling the form having the same Serial Number with the suffix "A".

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NOTE: PWGSC forms bearing serial numbers with a suffix A shall not be included in any contract amendments and therefore no payment shall be made until final resolution of the prices and subsequent incorporation into the contract have been completed.

#### **F4. Amendment to Contract or Formal Agreement**

The contract will be amended from time to time in accordance with the contract terms in order to incorporate costs that have been authorized on the proper PWGSC form(s).

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## ANNEX G – QUALITY CONTROL / INSPECTION

### G1 Quality Control Plan

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 : 2005 Quality Management – Guidelines for quality plans, approved by both the Inspection and the Technical Authority. 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 from the elements of the specified quality requirements to the corresponding paragraphs in the QCP. The QCP must be made available to both the Inspection and Technical Authority for review and approval.

The documents referenced in the QCP must be made available within two (2) working days as and when requested by the Inspection Authority. 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 Inspection Authority and the Technical Authority.

### G2 Inspection and Test Plan (ITP)

1. The Contractor must prepare an Inspection and Test Plan (ITP) comprising individual inspection and test plans for each specification item of this project in accordance with the Quality Standard and its Quality Control Plan (QCP). The ITP must be submitted to the Inspection Authority for review and amended by the Contractor to the satisfaction of the Inspection Authority.
  - a. Each ITP must contain all inspection points identified in the Specification highlighting any mandatory points that must be witnessed by the Inspection Authority and other “hold” points imposed by the Contractor to ensure the quality of the work.
  - b. Milestone delivery date for the ITP is given in the Contract however individual ITPs should be forwarded for review as developed.
2. Coding:
  - a. Each ITP is to be coded for identification clearly demonstrating a systematic approach similar to the following (Contractor's system should be defined in its QCP):
    - i. Prefixes for Inspections, Tests and Trials:
      - 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
  - b. Specification items followed by assigned sequence numbers for inspection processes within each Specification item; and
  - c. Cross reference to a verification document number.

### G3 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.

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:

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- a. the ship's name;
  - b. the specification number item;
  - 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. the 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. Amendments: Amendment action 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 frequently than once every second week.

#### **G4 Conduct of Inspection**

1. Inspections must be conducted in accordance with the ITP and as detailed in G4.
2. The Contractor must provide its own staff or subcontracted staff to conduct inspections, test and trials; excepting that Technical Authority or Inspection Authority personnel may be designated in the specification in which case the Contractor must ensure that its own staff are provided in support of such inspection, test and/or trial.
3. 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/or trial.
4. The Contractor must ensure that personnel required for equipment operation and records taking during the inspection, test and/or trial are briefed and available at the start and throughout the duration of the inspection, test and/or trial. Tradesmen or FSRs who may be required to effect minor changes or adjustments in the installation must be available at short notice.
5. The Contractor is to coordinate the activities of all personnel taking part in each inspection, test and/or trial and ensure that safe conditions prevail throughout the inspection, test and/or trial.

#### **G5 Inspection Records and Reports**

1. The Contractor on the inspection record, test or trials sheets as applicable must record the results of each inspection. The Contractor must maintain files of completed inspection records consistent with the Quality Standard and its Quality Plan for this project.
2. The Contractor's QC representative (and the FSR when required) must sign as having witnessed the inspection, test or trial on the inspection record. The Contractor must forward originals of completed inspection records, together with completed test(s) and/or trials sheets to the Inspection Authority as they are completed.

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3. Unsatisfactory inspection, test and/or trial results for which corrective action cannot be completed during the normal course of the inspection, test and/or trial will require the Contractor to establish and record the cause of the unsatisfactory condition to the satisfaction of the Inspection Authority. Representatives to Canada may assist in identification where appropriate.
  4. Corrective action to remove the cause of unsatisfactory inspections must be submitted to the Inspection Authority in writing by the Contractor for approval before affecting such repairs and rescheduling of the unsatisfactory inspection, test and/or trial. Such notices must be included in the final records passed to the Inspection Authority.
  5. The Contractor must undertake rectification of defects and deficiencies in the Contractor's installation or repair as soon as practicable. The Contractor is responsible to schedule such repairs at its own risk.
  6. The Contractor must reschedule unsatisfactory inspections after any required repairs have been completed.
  7. Quality Control, Inspection and Test records that substantiate conformance to the specified requirements including records of corrective actions 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 Inspection Authority upon request.

## **G6 Inspection and Trials Process**

1. Drawing and purchase orders:
  - a. Upon receipt of two (2) copies of each drawing or purchase order, the designated Inspection Authority will review its content against the provisions of the specification. Where discrepancies are noted the Inspection Authority will formally advise all concerned in writing, using the Discrepancy Notice. The resolution of any such discrepancy is a matter for consultation between the Contractor and other Crown Authorities.

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

2. Inspection:
  - a. Upon receipt and acceptance of the Contractor's ITP, inspection will consist of a number of inspection points supplemented by such other inspections, tests, demonstrations and/or trials as may be deemed necessary by the Inspection Authority to permit them to certify that the work has been performed in compliance with the provisions of the specification. The Contractor must be responsible for notifying the designated Inspection Authority of when the work will be available for inspection sufficiently in advance to permit the designated Inspection Authority to arrange for the appropriate inspection.
  - b. The Inspection Authority will inspect the materials, equipment and work throughout the project against the provisions of the specification and where non-conformances are noted, will issue appropriate inspection non-conformance reports (NCR).
  - c. The Contract requires the implementation of a Quality Assurance/Quality Control (QA/QC) system so the Inspection Authority requires the Contractor to provide a copy of its internal inspection report pertaining to a work item, before conducting the requested inspection. If third party inspections are required by the Contract the reports of these inspections must be submitted before the Work is inspected by the PWGSC Inspection Authority.

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- d. Incorrect or false QA/QC documentation submitted to the Inspection Authority prior to inspection of the Work the Inspection Authority may issue an Inspection non-conformance report against the Work. In addition, a separate report may be issued against the Contractor's QA/QC system.
- e. Before carrying out any inspection, the PWGSC Inspection Authority must review the requirements for the Work and the acceptance and/or rejections standards to be applied.

Where more than one standard or requirement are applicable, the order of precedence in the Contract will identify the priority.

### 3. Inspection Non-Conformance Report:

- a. An Inspection Non-Conformance Report will be issued for each non-conformance noted by the Inspection Authority. Each report will be uniquely numbered for reference purposes, will be signed and dated by the Inspection Authority and will describe the non-conformance.
- b. When the non-conformance has been corrected by the Contractor and has been re-inspected and accepted by the Inspection Authority, the Inspection Authority will update the report with applicable signature and date.
- c. At completion of the project the content of all Inspection Non-Conformance Reports which have not been signed off by the Inspection Authority will be transferred to the Acceptance documents before the Inspection Authority's certification of such documents.

### 4. Tests, trials and demonstrations

- a. To enable the Inspection Authority 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.
- b. 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 Inspection Authority to prove that the specified performance has been achieved and that the component, equipment, sub-system or system perform as per specification.
- c. 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 before sub-system demonstrations or testing, and that the sub-systems are proven before system demonstration or testing.
- d. Where the specification does not contain specific performance requirements of any component, equipment, sub-system or system, the Contractor must demonstrate such component, equipment, sub-system or system to the satisfaction of the Inspection Authority.
- e. The Contractor must submit its ITP as detailed in G2.
- f. The Contractor must co-ordinate each test, trial and demonstration with all interested parties including the Inspection Authority, Contracting and Technical Authorities, regulatory authorities, Classification Society, subcontractors etc. The Contractor must provide the Inspection Authority and other Crown Authorities with a minimum of five (5) working days notice of each scheduled test, trial or demonstration.

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- g. The Contractor must keep written records of all tests, trials and demonstrations conducted as detailed in G5. 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 Inspection Authority in digital format.
- h. The Contractor must in all respects be responsible for the conduct of all tests and trials in accordance with the requirements of the Contract.
- i. The Inspection Authority and the Technical Authority reserve the right to defer commencement of or continuation with any sea trials for any reasonable cause, including but not limited to:
  - i. adverse weather;
  - ii. visibility
  - iii. equipment failure or degradation;
  - iv. lack of qualified personnel; and
  - v. inadequate or non-compliance with safety standards.

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## ANNEX H – VESSEL CUSTODY

### H1 Vessel Custody

1. This work is going to take place with the vessel “out of commission” and therefore in the “care, control and custody” of the Contractor.
2. An “ACCEPTANCE CERTIFICATE - ASSUMPTION OF CUSTODY OF CANADA SHIPS BY THE CONTRACTOR” (attached as Appendix 1 to this Annex F) shall be completed as required and a copy passed to the Inspection Authority.
3. To facilitate this turnover, representatives of the Contractor and Canada shall confirm the condition of the vessel.
4. A vessel condition report shall be appended to the above noted certificate and shall be accompanied by colour photographs or videos in either conventional or digital format.
5. When the vessel is to be returned to the “care, control and custody” of Canada, an “ACCEPTANCE CERTIFICATE - RESUMPTION OF CUSTODY OF CANADA SHIPS BY THE VESSEL’S MASTER OR CHIEF ENGINEER” (Attached as appendix 2 to this Annex F) shall be completed and a signed copy passed to Canada for distribution.

#### **UNMANNED REFIT:**

During the majority of the contract period, the vessel shall be **unmanned**. As a result, the ship shall be placed in the care and custody of the Contractor as described in the Technical Specification. However, access to the vessel shall not be denied to CCG, PWGSC and TCMSB personnel by the Contractor. Every effort will be taken to ensure that vessel access by these personnel shall not interfere or conflict with the Contractor's work.

**Cleaning:** Contractor to ensure that all spaces, compartments and areas of the ship are “**as clean as found**” when work is completed. The cost of clean-up work shall be included in the quote for each specification item.

**CCG / PWGSC Offices:** notwithstanding the fact that the vessel will be unmanned, the Contractor shall respect the directives included in the Technical Specification in regard to the protection and the layout of the cabins onboard the vessel.

**Parking:** Sufficient parking for CCG and PWGSC representatives shall be provided conveniently close to the berthed or docked vessel. The available parking should be sufficient for a maximum of **six (6)** vehicles at any given time.

#### **GENERAL (UNMANNED):**

The services as described in item 2 of the Technical Statement of Requirement, shall be supplied, fitted and/or connected upon formal handover to the Contractor, and maintained **throughout the period that the ship is under the Contractor's control**. Contractor to be responsible for any additional disconnections and re-connections required when the ship is moved between dock / slipway and any berth at the Contractor's premises. The Contractor is to quote a global price and daily rates for these services according to his proposed schedule which will determine the planned length of time that the vessel is under his control.

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**Care and Custody:** During the contract period, the ship shall be placed in the custody of the Contractor who shall be responsible for all safety and security matters pertaining to the vessel. As the ship will not be de-stored, the Contractor shall provide whatever security arrangements are required to safeguard CCG and DFO equipment and material that remains onboard during the contract period.

**Security Watches:** During the contract period, the Contractor shall provide and maintain a continuous, **24 hour-per-day, 7 day-per-week** security watch consisting of at least **one (1)** mobile security patroller. The patroller are to provide mobile safety and security checks throughout the vessel. The patrols shall be adequate to ensure integrity against personal injury, fire and flood in accordance with Part II of the Canada Labour Code, as well as to ensure that the ship remains free from damage and/or theft resulting from unauthorized entry or activity.

**Turnover:** The turnover of the ship to and from the Contractor shall be carried out on a compartment-by-compartment basis with a Contractor's Representative and the Chief Engineer (or Representative) in attendance.

As part of the initial turnover, the Contractor shall provide the services of a qualified photographer (who is to be identified as a Sub-contractor) to accompany the abovementioned persons and take a minimum of **six (6)** digital colour photographs of each compartment and passageway: **one (1)** each looking forward, aft, port, starboard, up and down. The Contractor shall supply **two (2)** sets of printed copies of the photographs, bound and organized by deck level and compartment name, to the Chief Engineer within **seven (7)** days of the ship's arrival at the Contractor's facilities.

In addition to the photographs, the Contractor is to prepare compartment inspection sheets for each space for signature at the time of turnover. After sign-off, copies of the inspection sheets are to be given to the Chief Engineer and placed on the door of each compartment or in each passageway.

On completion of the photographic survey and compartment inspections, and once the inspection sheets have been posted, the Chief Engineer shall provide the Contractor's Representative with keys as required for access to all areas of the ship's interior spaces. Turnover to the Contractor shall be finalized by completion of an "Assumption of Custody Certificate" to be supplied by CCG.

When custody is returned to CCG, a "Resumption of Custody Certificate" shall be completed after completion of a second compartment inspection survey and return of all keys to the Chief Engineer.

The Contractor shall be responsible for the safe transfer of the ship between its pre/post-docking berth and its docking blocks. During docking and undocking of the ship, radio contact is to be maintained between the vessel's Commanding Officer and the Contractor's Docking Officer **if the vessel is crewed at these times**. If the ship is unmanned at the docking and undocking, the safe movement of the ship shall be the sole responsibility of the Contractor.

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**Appendix 1 of Annex H - Acceptance Certificate**

**ACCEPTANCE CERTIFICATE**  
**ASSUMPTION OF CUSTODY OF CANADA SHIPS**  
**BY THE CONTRACTOR**

TURNOVER OF CUSTODY of CCGS \_\_\_\_\_

Contract Serial Number : \_\_\_\_\_

I, \_\_\_\_\_ (Contractor's Representative) on behalf of \_\_\_\_\_  
take over the responsibility for the said Vessel from Canada (Department of Fisheries and Oceans). This  
take over of responsibilities is effective at \_\_\_\_\_, Province of \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_  
, 2021, at \_\_\_\_\_ hours.

\_\_\_\_\_  
(Signature - Contractor's Representative)

\_\_\_\_\_  
(Witness)

I, \_\_\_\_\_ (Vessel's Master or Chief Engineer) on behalf of Canada as the Department of  
Fisheries and Oceans representative, turn over the custody and responsibility for the said Vessel to the  
Contractor. This turn-over effective at \_\_\_\_\_, Province of \_\_\_\_\_ on the \_\_\_\_\_  
day of \_\_\_\_\_, 2021, at \_\_\_\_\_ hours.

\_\_\_\_\_  
(Signature - Vessel's Master)

\_\_\_\_\_  
(Witness)

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**Appendix 2 of Annex H - Acceptance Certificate**

**ACCEPTANCE CERTIFICATE**  
**RESUMPTION OF CUSTODY OF CANADA SHIPS**  
**BY THE VESSEL'S MASTER OR CHIEF ENGINEER**

RESUMPTION OF CUSTODY of CCGS \_\_\_\_\_

Contract Serial Number : \_\_\_\_\_

I, \_\_\_\_\_ (Contractor's Representative) on behalf of \_\_\_\_\_  
turn-over the responsibility for the said Vessel to Canada (Department of Fisheries and Oceans). This turn-  
over effective at \_\_\_\_\_, Province of \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 2022, at \_\_\_\_  
hours.

\_\_\_\_\_  
(Signature - Contractor's Representative)

\_\_\_\_\_  
(Witness)

I, \_\_\_\_\_ (Vessel's Master or Chief Engineer) on behalf of Canada as the Department of Fisheries  
and Oceans representative, accept the resumption of custody and responsibility for the said Vessel from the  
Contractor. This turn-over effective at,  
\_\_\_\_\_ Province of \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 2022, at \_\_\_\_ hours.

\_\_\_\_\_  
(Signature - Vessel's Master or Chief Engineer)

\_\_\_\_\_  
(Witness)

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**ANNEX I – FINANCIAL BID PRESENTATION SHEET**

10 a) Proposed Docking Facility Location: \_\_\_\_\_

b) Proposed type of Contract Financial Security: \_\_\_\_\_

**11 Total Evaluation Price**

Item	Item's Description	Price for Evaluation
11.1	<b>Scheduled Work</b> For work as stated in Clause 1.a) of the contract, specified in Annex A and detailed in the attached Price Per Item Sheet, Appendix 1 of Annex I, <b>for a FIRM PRICE of:</b> <i>Enter amount (1.1) from Appendix 1 of this Annex.</i>	\$ _____
11.2	<b>Optional Scheduled Work</b> For the Optional Work specified in Annex A and detailed in the attached Price Per Item Sheet, Appendix 1 of Annex I, <b>for a FIRM PRICE of:</b> <i>Enter amount (1.2) from Appendix 1 of this Annex.</i>	\$ _____
12	<b>Unscheduled Work</b> As per paragraph 12 below. <i>Enter amount (i2) from Table 12 below.</i>	\$ _____
13	<b>Overtime</b> As per paragraph 13 below.	<b>N/A</b>
14	<b>Daily Service Fees</b> As per paragraph 14 below. <i>Enter amount (i4) from Table 14 below.</i>	\$ _____
15	<b>Vessel Transfer Cost</b> As per paragraph 15 below. <i>Enter applicable Vessel Transfer Cost from the list provided in Section 3 of paragraph 15 below.</i>	\$ _____
16	<b>Cost of Contract Financial Security</b> For all Scheduled Work, including Optional Scheduled Work	\$ _____
<b>TOTAL EVALUATION PRICE</b> Applicable taxes excluded <b>[Sum of the Prices for Evaluation above]</b>		\$ _____

**12 Unscheduled Work**

The Contractor will be paid for unscheduled work arising as authorized by Canada. The authorized unscheduled work will be calculated as follows:

Number of hours (to be negotiated) x \$ \_\_\_\_\_ for the Contractor's firm hourly charge-out labour rate. This rate is to include consumables, overhead and profit. The net laid-down cost of materials which may include a mark-up of ten (10) percent plus applicable taxes. The firm hourly *charge-out labour rate* and the material mark-up will remain firm for the duration of the Contract including any subsequent amendments.

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*Table 12 – Firm hourly Charge-out Labour Rate*

Firm Price per Unit (A)	Estimated Usage *** (B)	Extended Price (A)x(B)=(C)
_____ \$ / hr	15000 hrs	_____ \$
<b>Unscheduled Work – Total Extended Price = (i2)</b>		_____ \$
<b>[Sum of Extended Prices above = (i2)] :</b>		_____ \$

\*\*\* Estimated Usages are based on forecasted requirements the Canadian Coast Guard and may not represent the actual required amounts.

- 12.1:** Notwithstanding definitions or usage elsewhere in the Contract or in the Contractor's Cost Management System, when negotiating hours for unscheduled work PWGSC will consider only those hours of labour directly involved in the production of the subject work package.
- 12.2:** Allowance for related labour costs such as management, all supervision, purchasing and material handling, quality assurance and reporting, first aid, gas free certification inspecting and reporting and estimating and preparing unscheduled work submissions will be included as overhead for the purposes of determining the charge-out labour rate as entered in section H2 above.
- 12.3:** The ten (10) percent mark-up rate for material will also apply to subcontracted costs. The mark-up rate includes any allowance for material and subcontract management not allowable in the charge out labour rate. The Contractor will not be entitled to a separate labour component for the purchase and handling of materials or subcontract administration.

**Pro-rated Prices Unscheduled Work**

Hours and prices for unscheduled work shall be based on comparable historical data applicable to similar work at the same facility, or shall be determined by pro-rating the quoted Work costs in the Contract when in similar areas of the vessel.

**13 Overtime**

No overtime work shall be compensated for under the Contract unless authorized in advance and in writing by the Contracting Authority. Any request for payment must be accompanied by a copy of the overtime authorization and a report containing such details as Canada may require with respect to the overtime work performed. Compensation for authorized overtime will be calculated in the following manner:

- a. For Known Work, the Contractor will be paid the original contract price plus agreed overtime hours paid at the following premium rates;
- b. For Unscheduled Work, the Contractor will be paid for agreed overtime hours paid at the quoted *Charge-out Labour Rate* plus the following premium rates:

*Table 13 – Applicable overtime Premium Rates – Amounts to be added to the firm hourly Charge-out Labour Rate*

Premium Rates*	
Time and one half	For Double time
\$ _____ / hr	\$ _____ / hr

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\* Enter the Premium Rate, not hourly rate. E.g., if *Charge-out Labour Rate = \$20 / hr and overtime rates are respectively* : Time and one half rate = \$27 / hr; Double time rate = \$34 / hr, then the Premium Rates will be :  
Time and one half premium rate = \$7 / hr; Double time premium rate = \$14 / hr.

The above described premiums will be calculated as follows:

Premium for time and one half:

½ (that portion of the firm Hourly Charge-out Labour Rate in I2 that is directly attributable to salary cost plus related certified fringe benefits) times 7.5% (representing profit)

Premium for double time:

(that portion of the Unscheduled Work firm Charge-out Labour Rate in I2 that is directly attributable to salary cost plus related certified fringe benefits) times 7.5% (representing profit)

These premiums will remain firm for the duration of the Contract, including all amendments and are subject to audit by Canada, and to retroactive adjustment under the Contract if Canada discovers that the premiums have not been calculated in accordance with the formulae, above.

**I4 Daily Services Fees**

In the event of a delay in the performance of the Work that lengthens the Work Period beyond the date specified in this Contract, and if such delay is recognized and agreed upon by the Contracting Authority as being attributable to Canada, Canada agrees to pay the Contractor the daily services fee, described below, for each day of such delay. This fee shall be the sole liability of Canada to the Contractor for the delay..

Table I4 - Firm daily services fee:

Description	Firm Price per Unit (A)	Estimated Usage *** (B)	Extended Price (A)x(B)=(C)
For a working day in drydock:	\$ _____ / day	10 days	\$ _____
For a non-working day in drydock:	\$ _____ / day	10 days	\$ _____
For a working day alongside:	\$ _____ / day	10 days	\$ _____
For a non-working day alongside:	\$ _____ / day	10 days	\$ _____
<b>Daily services fee – Total Extended Price = (i4)</b>			\$ _____
<b>[Sum of Extended Prices above = (i4)] :</b>			

\*\*\* Estimated Usages are based on forecasted requirements the Canadian Coast Guard and may not represent the actual required amounts.

The above fees shall include but not be limited to, all aspects of the following costs: Administrative Support, Production Services, Quality Assurance, Material Support, Planned Maintenance and Ship Services, and all other resources and direct costs needed to maintain the Vessel at the Contractor's facility, **including all items listed in I4.1**. These fees are firm and not subject to any additional charges for mark-up or profit.

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#### 14.1 Cost of all Services is Included in Contract Price

All charges, fees expenses and disbursements incidental to the carrying out of the Work, including all items described in Supplemental General Conditions 1029 (2010-08-16) Ship Repair, section (07), are included in the Evaluation Price for the Work, including, without limitation:

1. **Services:** include all costs for ship services such as water, steam, electricity, etc., required for vessel maintenance for the duration of the Contract.
2. **Docking and Undocking** include:
  - (a) all costs resulting from drydocking, wharfage, security, shoring, shifting and/or moving of the vessel within the successful Bidder's facility;
  - (b) the cost of services to tie up the vessel alongside and to cast off.

Unless specified otherwise, the vessel will be delivered by Canada to the successful Bidder's facility alongside a mutually agreed safe transfer point, afloat and upright, and the successful Bidder will do the same when the Work is completed.
3. **Field Service Representatives/Supervisory Services:** include all costs for field service representatives/supervisory services including manufacturers' representatives, engineers, etc.
4. **Removals:** include all costs for removals necessary to carry out the Work and will be the responsibility of the Contractor whether or not they are identified in the specifications, except those removals not apparent when viewing the vessel or examining the drawings. The successful Bidder will also be responsible for safe storage of removed items and reinstalling them on completion of the Work. The successful Bidder will be responsible for renewal of components damaged during removal.
5. **Sheltering, Staging, Cranage and Transportation:** include the cost of all sheltering, staging including handrails, cranage and **transportation** to carry out the Work as specified.

The successful Bidder will be responsible for the cost of any necessary modification of these facilities in order to meet applicable safety regulations.

#### 15 Vessel Transfer Costs

1. The Evaluation Price shall include the cost for transferring the vessel from its home port to the shipyard/ship repair facility where the majority of the Work will be undertaken and the cost of returning the vessels to their home port following completion of the Work, in accordance with the following:
  - (a) The bidder shall enter on Line **10**, the location of the shipyard/ship repair facility where it proposes to undertake the Work. The applicable vessels' transfer costs provided under section 3. of this clause shall be entered into table I1.
  - (b) Should the list in section 3 of this clause not provide the shipyard/ship repair location where the bidder intends to undertake the Work, then the bidder must advise the Contracting Authority, in writing, no later than **five calendar days** prior to the bid closing date, of its proposed location for undertaking the Work. The Contracting Authority will acknowledge to the bidder, in writing, no later than **three calendar days** prior to the bid closing date, the location of the shipyard/ship repair and confirm the applicable vessel transfer cost.

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***A Bid that specifies a location for undertaking the Work which is not in the list under section 3. of this clause, and for which a notification in writing has not been received by the Contracting Authority five days prior to the bid closing date, shall be deemed to be non-responsive.***

2. Transfer costs, in this case, are based on using a government delivery crew and include the fuel cost at the vessel's most economical speed of transit and crew transportation costs for the delivery crew based on the location of the vessel's home port and the shipyard/ship repair facility.

3. Round trip transfer costs applicable to the following facilities are:

<b>Company</b>	<b>City</b>	<b>Transfer Cost Manned</b>
Newdock St John's Dockyard Limited	St. John's, NL	78 524.00\$
Heddle Marine Services Inc.	St-Catherines, ON	38 160.00\$
Verreault Navigation	Les Méchins, QC	19 653.00\$
Davie Canada Inc.	Lévis, QC	0.00\$

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**Appendix 1 of Annex I – Price per Item Sheet**

**1. Price per item**

**1.1 Scheduled Work**

<b>Specification Section</b>	<b>Description</b>	<b>Firm price</b>
<b>G</b>	<b>GENERAL NOTES</b> (Bidders can enter \$0.00 or leave the field blank if the fees for this item is distributed in each of the items bellow. In case the fees are not distributed an amount must be indicated in the price box.)	\$ _____
<b>S</b>	<b>SERVICES</b> (Bidders can enter \$0.00 or leave the field blank if the fees for this item is distributed in each of the items bellow. In case the fees are not distributed an amount must be indicated in the price box.)	\$ _____
<b>10.0</b>	<b>Safety and Security</b>	<b>N/A</b>
10.1	Firefighting Pipe thickness Study (Price excluding the optional item(s) in section "1.2 Optional Scheduled Work", below)	\$ _____
10.2	Port LifeBoat System	\$ _____
10.3	Firefighting Systems	\$ _____
<b>11.0</b>	<b>Hull and Related Structures</b>	<b>N/A</b>
11.1	Hull Welding Inspection and Repairs	\$ _____
11.2	Hull Preparation and Painting	\$ _____
11.3	Hull Painting above waterline	\$ _____
11.4	Wheelhouse Windows, Insulation and wall panels replacement	<b>OPTIONAL</b>
11.5	Weathertight Doors Replacement	\$ _____
11.6	Ballast Tanks, Void Spaces and Cofferdams.	\$ _____
11.7	Fuel oil and Oily water tanks	\$ _____
11.8	Grids, Sea Chest and Sea Bays	\$ _____
11.9	Flooring Replacement	\$ _____
11.10	Overboard Discharge Pipes thickness Survey	\$ _____
11.11	Chain Lockers (Port and Starboard)	\$ _____
11.12	Ladies Bathroom Renovation	<b>OPTIONAL</b>
11.13	Ship's office	<b>OPTIONAL</b>
11.14	Sinks Replacement	<b>OPTIONAL</b>
11.15	Deck coating	<b>OPTIONAL</b>

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Specification Section	Description	Firm price
<b>12.0</b>	<b>Propulsion and Maneuvering</b>	<b>N/A</b>
12.1	Propeller <i>(Price excluding the optional item(s) in section "1.2 Optional Scheduled Work", below)</i>	\$ _____
12.2	Mechanical Seal	\$ _____
12.3	Tailshaft Steady Bearing	\$ _____
12.4	Flange Coupling (muff coupling)	\$ _____
12.5	Tailshafts and stemtubes	\$ _____
12.6	Water Quality Package (WQP)	\$ _____
12.7	Exhausts Condition Survey	\$ _____
12.8	Turning Gear	\$ _____
12.9	Retractable Thruster System Replacement	\$ _____
12.10	Vibration Analysis <i>(Price excluding the optional item(s) in section "1.2 Optional Scheduled Work", below)</i>	\$ _____
<b>13.0</b>	<b>Power Generation Systems</b>	<b>N/A</b>
13.1	Replacement Base Generators	\$ _____
<b>14.0</b>	<b>Electrical Power Distribution</b>	<b>N/A</b>
14.1	Reconditioning of 5 main circuit breakers	<b>OPTIONAL</b>
<b>15.0</b>	<b>Auxiliary Systems</b>	<b>N/A</b>
15.1	Replacement of sprinkler tanks	\$ _____
15.2	Replacement of quick closing valves	\$ _____
15.3	Replacement of cabins heating units	<b>OPTIONAL</b>
<b>16.0</b>	<b>Domestic Systems</b>	<b>N/A</b>
16.1	Potable Water tanks	\$ _____
16.2	Engine Room Fans Refurbishment	<b>OPTIONAL</b>
16.3	Galley Renewal <i>(Price excluding the optional item(s) in section "1.2 Optional Scheduled Work", below)</i>	\$ _____
<b>17.0</b>	<b>Deck Equipment</b>	<b>N/A</b>
17.1	Anchor Windlass Major Overhaul <i>(Price excluding the optional item(s) in section "1.2 Optional Scheduled Work", below)</i>	\$ _____
17.2	Anchors and Chains.	\$ _____

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Specification Section	Description	Firm price
17.3	Annual Inspection – Elevator and Dumbwaiter	\$ _____
<b>18.0</b>	<b>Communications and Navigation</b>	<b>N/A</b>
18.1	Simplified Voyage Data Recorder (SVDR)	<b>OPTIONAL</b>
18.2	Distance Measuring Equipment (DME)	\$ _____
18.3	Compass Equipment	<b>OPTIONAL</b>
18.4	Wind Sensors Integration	\$ _____
<b>20.0</b>	<b>Science, Oceanographic, and Hydrographic Equipment</b>	<b>N/A</b>
20.1	Upgrade of the Multibeam Sonar	\$ _____
20.2	Acoustic Well Paint	\$ _____
20.3	Arctic Boxes and transducers for echosounders	\$ _____
20.4	Replacement of SADC Hull Current Meter	\$ _____
<b>1.1 Scheduled Work – TOTAL FIRM PRICE [Sum of the Firm Prices above] :</b>		<b>\$ _____</b>

## 1.2 Optional Scheduled Work

Specification Section	Description	Firm price
<b>10.0</b>	<b>Safety and Security</b>	<b>N/A</b>
<b>10.1</b>	10.1.C.1.3 "Additional measurements" – Price for 4 additional measurements. Final amount will be prorated	\$ _____
<b>11.0</b>	<b>Hull and Related Structures</b>	<b>N/A</b>
11.4	Wheelhouse Windows, Insulation and wall panels replacement	\$ _____
11.12	Ladies Bathroom Renovation	\$ _____
11.13	Ship's office	\$ _____
11.14	Sinks Replacement	\$ _____
11.15	Deck coating	\$ _____
<b>12.0</b>	<b>Propulsion and Maneuvering</b>	<b>N/A</b>
12.1	12.1.C.5 Fabrication and Installation of Rope Guards	\$ _____
12.10	12.10.C.1.6 Additional Analysis	\$ _____
<b>14.0</b>	<b>Electrical Power Distribution</b>	<b>N/A</b>

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Specification Section	Description	Firm price
14.1	Reconditioning of 5 main circuit breakers	\$ _____
<b>15.0</b>	<b>Auxiliary Systems</b>	N/A
15.3	Replacement of cabins heating units	\$ _____
<b>16.0</b>	<b>Domestic Systems</b>	
16.2	Engine Room Fans Refurbishment	\$ _____
16.3	16.3.C.5.3 New System and Certified 12 in. marine HMI	\$ _____
<b>17.0</b>	<b>Deck Equipment</b>	N/A
17.1	17.1.C.2.9 Deck plating section replacement (under anchor windlass)	\$ _____
<b>18.0</b>	<b>Communications and Navigation</b>	N/A
18.1	Simplified Voyage Data Recorder (SVDR)	\$ _____
18.3	Compass Equipment	\$ _____
<b>1.2 - Optional Scheduled Work – TOTAL FIRM PRICE</b> [Sum of the Firm Prices above] :		\$ _____

**Remark to Bidders:**

1. Canada reserves the right to exercise all the options or partial options.
2. Canada may reject the bid if any of the prices submitted do not reasonably reflect the cost of performing the part of the work to which that price applies.

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**ANNEX J – PRICING DATA SHEET (CCGS Amundsen)**

**ATTACHED AS SEPARATE EXCEL DOCUMENT**

**Or**

**See electronic Annex.**

*(will be provided within the next few days)*

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**ANNEX K  
DELIVERABLES/CERTIFICATIONS**

**Mandatory Tender Deliverables Check List**

Notwithstanding deliverable requirements specified within the bid solicitation and its associated Technical Specification (Annex A), mandatory deliverables that must be submitted throughout this solicitation process for tenders to be deemed responsive are summarized below.

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

**K1 At bid closing**, the Bidder must submit a completed Annex "K1" Deliverables/ Certifications (see article item 4.1.3.1)

Item	Description	Completed and attached
1	Invitation To Tender document part 1 page 1 completed and signed;	
2	Completed Annex "I" Financial Bid presentation Sheet, clauses I1 through I6;	
3	Completed Appendix 1 to Annex "I" Price per item sheet;	
4	Project Management Team resumes as per Part 6 Article 6.15 (for Project Manager, Quality Assurance Facilitator, Vessel Superintendent), including Quality training course certificate, as per clause 6.15 and Inspection and Testing Plan (also referenced in item 23, in this table)	
5	Information regarding Financial Security as per Part 6 Article 6.2.2	
6	Completed Annex "K" Deliverables/Certifications; as per Article 4.1.3.1	

**K2 Other documentation upon request only.** Upon request from the Contract Authority, the Bidder must submit the following documentation (see article 4.1.4)

Item	Description	Completed and attached	To be forwarded if requested by the CA
1	Changes to Applicable Laws (if any), as per clause 2.4		Prior to contract award
2	Integrity Provisions –section 5.1.1 if applicable and section 5.2.1		Prior to contract award
3	Federal Contractors Program for Employment Equity, Complete section 5.2.2		Prior to contract award
4	Financial Capability, as per Clause 6.1		Prior to contract award
5a	Docking Facility as per clause 6.4 - Certification		Prior to contract award
5b	Docking Facility, as per clause 6.4.1 – capacity for removal and insertion of Retractable thrusters		Prior to contract award
6	Proof of good standing with Worker's Compensation Board, as per clause 6.5		Prior to contract award
7	Proof of valid Labor Agreement or similar instrument covering the work period, as per clause 6.6		Prior to contract award
8	Preliminary Work Schedule (to WBS 3), per clause 6.7		Prior to contract award
9	Valid ISO 9001-2015 Certification, as per clause 6.9		Prior to contract award
10	Objective evidence of documented Health and Safety System, as per clause 6.10		Prior to contract award
11	Objective evidence of documented Fire Protection, Fire Fighting and Training Procedure, as per clause 6.11		Prior to contract award

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12	Insurance Requirements, as per clause 6.13		Prior to contract award
13	Proof of welding certification (current letter of validation), as per clause 6.14		Prior to contract award
14	Proposed online file sharing platform to be used, as per clause 6.15 d)		Prior to contract award
15	List of Proposed Sub-contractors, as per clause 6.16		Prior to contract award
16	Example of its Quality Control Plan, as per clause 6.17		Prior to contract award
17	Example of an Inspection and Test Plan as per clause 6.18 and 6.15 PART 3		Prior to contract award
18	Details of Environmental Emergency Response Plan, Details of Formal Environmental Training as per Clause 6.19		Prior to contract award
19	FSR Confirmation – as per Clause 6.20.2		Prior to contract award
20	Coating Supplier as per 6.20.4 and Annex A, clause 16.1.C.4.6		Prior to contract award
21	Annex J – Pricing Data Sheets		Prior to contract award

**K3 Deliverables after Contract Award (and Prior to Kickoff Meeting) (see article 4.1.5)**

Item	Description	Reference	Required within:
1	Contract Financial Security	Clause 7.13	5 working days after contract award
2	Revised Work Schedule prior to Kickoff Meeting	Clause 7.16	10 working days after contract award
3	The Contractor's Quality Control Plan	Clause 7.21	5 working days after contract award
4	Inspection and Test Plan	Clause 7.22, Annex G	5 working days prior to Kickoff meeting
5	The list of Government specialized loaned equipment that the Contractor intends to request.	Clause 7.28	10 working days after contract award
6	Insurance requirements as per Annex "D"	Clause 7.11 and Annex "D"	10 Working Days after contract award

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**ANNEX L – Templates**

Inspection and Test Plan,  
Monthly Progress Report and  
Form PWGSC 1379

See following pages



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## Monthly Progress Report

### CCGS Amundsen

Shipyard - AAAA

Client - Canadian Coast Guard

Date:

Section 1: Introduction:

Section 2: Time, Cost and Performance Details:

Section 3: Significant Risks and Subsequent Actions:

Section 4: Sub-Contractor and Major Component Supplier Activity:

Section 5: Unscheduled/Additional Work:

APPENDICES: Include/submit any updates to the following documents:

- A. PROJECT SCHEDULE (updated bi-weekly)
- B. DRAWING REGISTER (updated monthly)
- C. DOCUMENT REGISTER (updated monthly)
- D. RISK MANAGEMENT REGISTER (updated bi-weekly)
- E. LOAD ANALYSIS (updated every 2 months)
- F. SINGLE LINE DIAGRAM (updated monthly, if necessary)
- G. COORDINATION STUDY OF MAINS (updated monthly, if necessary)
- H. EMERGENCY DISTRIBUTION SYSTEMS (updated monthly, if necessary)
- I. SHORT CIRCUIT CURRENT ANALYSIS (updated monthly, if necessary)
- J. STRUCTURE/ORAGNIZATIONAL CHART FOR VLE (updated monthly, if necessary)

**Form PWGSC 1379**

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 Public Works and Government Services Canada / Travaux publics et Services gouvernementaux Canada		Project No. - No. du projet	
<b>Work Arising or New Work – Travaux imprévus ou nouveaux travaux</b>		File No. - No. de dossier	
Contractor's Name Nom de l'entrepreneur	Specification No. and Date No. de spécification et date	Work Order Serial No. No. de série du bon de travail	
Vendor - Name	Customer Dept. - Ministère client	PWGSC I.I.P. Serial No. N° de série TP5GC 1379	
Signature	Title - Titre	Date	
Spec. Item No. Article spécif. no.	Description of Work, Labour and Material Detail Description des travaux, main-d'œuvre et matériaux	Hours Heures	Labour Cost Coût de la main-d'œuvre
			Material Cost Coût du matériel
<b>Work Summary</b>			
		<b>Total Labor Cost (Labor Tab)</b>	0.0
		<b>Total Material and Subcontractors Cost (Supplies and Subcontractors Tab)</b>	\$0.00
		Hourly Rate Taux horaire	Total Labour Cost Coût total de la Main-d'œuvre
		<b>\$0.00</b>	
		<b>Total Material Cost Coût total du matériel</b>	
		<b>\$0.00</b>	
		Fee - Commission 10% of material du matériel	
		<b>\$0.00</b>	
		Sub-Total Sous-total	
		<b>\$0.00</b>	
<b>Contractor - Entrepreneur</b> <small>Contract will be completed or scheduled to be completed within 90 days of date of award.</small> <small>Or specify date: Sous-contraiter la date</small>	Signature	Date	
		15.000%	\$0.00
		<b>TOTAL</b>	<b>\$0.00</b>
<small>Customer - Our best work technically approved for price agreement.</small> <small>Client - Description des travaux approuvés en principe, soumise réponse</small>	Signature	Title - Titre <b>Technical Authority</b>	Date
<small>PWGSC - Authority to proceed with work.</small> <small>TP5GC - Autorisation d'effectuer les travaux</small>	Signature	Title - Titre <b>Contracting Authority</b>	Date
<small>PWGSC - I.I.P. Serial No.</small> <small>N° de série TP5GC 1379</small>	<small>Excel form based on PWGSC-TP5GC 1379 (10/2011)</small>	<small>WER No.</small> <small>DET no</small>	



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<b>Materials and Subcontractors</b>					
<b>PWGSC Contract #</b>	0				
<b>Work Order</b>	0				
<b>Project:</b>	0				
<b>No de série du formulaire</b>	00-Jan-00				
<b>Work Description</b>	0				
<b>Description of Material</b>	<b>Quantity</b>	<b>Rate</b>	<b>Price</b>	<b>Supplier</b>	<b>Delivery Delay (Days)</b>
	0.0	0.00 \$	0.00 \$		
	0.0	0.00 \$	0.00 \$		
	0.0	0.00 \$	0.00 \$		
	0.0	0.00 \$	0.00 \$		
	0.0	0.00 \$	0.00 \$		
	0.0	0.00 \$	0.00 \$		
	0.0	0.00 \$	0.00 \$		
	0.0	0.00 \$	0.00 \$		
	0.0	0.00 \$	0.00 \$		
	0.0	0.00 \$	0.00 \$		
	0.0	0.00 \$	0.00 \$		
	0.0	0.00 \$	0.00 \$		
	0.0	0.00 \$	0.00 \$		
<b>Sub-Contractors</b>	<b>Hours 3 Unit Price</b>	<b>Rate</b>	<b>Price</b>	<b>Supplier</b>	<b>Delivery Delay (Days)</b>
	0.0	0.00 \$	0.00 \$		
	0.0	0.00 \$	0.00 \$		
	0.0	0.00 \$	0.00 \$		
	0.0	0.00 \$	0.00 \$		
	0.0	0.00 \$	0.00 \$		
	0.0	0.00 \$	0.00 \$		
	0.0	0.00 \$	0.00 \$		
	0.0	0.00 \$	0.00 \$		
	0.0	0.00 \$	0.00 \$		
	0.0	0.00 \$	0.00 \$		
	0.0	0.00 \$	0.00 \$		
	0.0	0.00 \$	0.00 \$		

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**ANNEX M – Questions and Answers (Bidding Period)**

*(Will be completed at Contract Award, if applicable)*