



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

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

1713 Bedford Row

Halifax, N.S./Halifax, (N.É.)

Halifax

Nova Scotia

B3J 1T3

Bid Fax: (902) 496-5016

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

Atlantic Region Acquisitions/Région de l'Atlantique
Acquisitions

1713 Bedford Row

Halifax, N.S./Halifax, (N.É.)

Halifax

Nova Scot

B3J 1T3

Title - Sujet MV Holiday Island – MES Install MV Holiday Island - MES, Davit & Rescue Boat Installation	
Solicitation No. - N° de l'invitation T2012-210051/A	Date 2021-08-04
Client Reference No. - N° de référence du client T2012-21-0051	GETS Ref. No. - N° de réf. de SEAG PW-\$HAL-202-11338
File No. - N° de dossier HAL-1-87063 (202)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Atlantic Daylight Saving Time ADT on - le 2021-09-02 Heure Avancée de l'Atlantique HAA	
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Young, Chris	Buyer Id - Id de l'acheteur hal202
Telephone No. - N° de téléphone (902) 476-8829 ()	FAX No. - N° de FAX (902) 496-5016
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF TRANSPORT HERITAGE CRT 95 FOUNDRY ST P.O.BOX 42 MONCTON New Brunswick E1C8K6 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments and the Insurance Requirements.

1.2 Summary

The Contractor must:

- a. carry out the alongside refit, of the Transport Canada vessel MV Holiday Island, in accordance with the Requirement at Annex "A".
- b. carry out any approved unscheduled work not covered in Annex "A".
- c. This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

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

2.2 Submission of Bids

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

1. epost Connect :

TPSGC.RARceptionSoumissionsNE-ARBidReceivingNS.PWGSC@tpsgc-pwgsc.gc.ca

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

**** Please ensure to initiate the ePost conversation at least 6 days prior to bid closing. ****

2. Via Facsimile :

Facsimile number: 902-496-5016

2.3 Enquiries - Bid Solicitation

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

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

2.4 Applicable Laws

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

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

2.5 Bidders' Conference

A bidders' conference will be held via teleconference on August 19th, 2021. The conference will begin at 1:00 PM ADT. The scope of the requirement outlined in the bid solicitation will be reviewed during the

conference and questions will be answered. It is recommended that bidders who intend to submit a bid attend or send a representative.

Bidders are requested to communicate with the Contracting Authority before the conference to confirm attendance and obtain videoconference login details. Bidders should provide, in writing, to the Contracting Authority, the name(s) of the person(s) who will be attending and a list of issues they wish to table no later than 2 working days before the scheduled conference.

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.

2.6 Optional Site Visit

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held on board *MV Holiday Island* on 17 August 2021, beginning at 1300 local time at 3722 Highway 106, Caribou, Nova Scotia B0K 1H0.

Since the vessel will be in operation, Bidders or their representative will be required to embark on the vessel and sail from the Caribou, NS to Wood Islands, PE and return. Further details will be provided when registering for the site visit. Vessel departs at 1300.

Bidders are requested to communicate with the Contracting Authority no later than 13 August 2021 to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

2.7 Work Period – Marine - Bid

Work must commence and be completed as follows:

Commence: 18 October 2021

Complete: 19 November 2021.

By submitting a bid, the Bidder certifies that they have sufficient material and human resources allocated or available and that the above work period is adequate to both complete the known work and absorb a reasonable amount of unscheduled work.

2.8 Project Schedule

As part of its technical bid, the Bidder must propose its preliminary project schedule, in Gantt chart format. The project schedule must include the Bidder's work breakdown structure, the scheduling of main activities and milestone events, and any potential problem areas involved in completing the Work.

2.9 Workers Compensation Certification- Letter of Good Standing

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

The Bidder must provide, within two (2) days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

2.10 Welding Certification - Bid

1. Welding must be performed by a welder certified by the Canadian Welding Bureau (CWB) for the following Canadian Standards Association (CSA) standards:
 - a. CSA W47.1 (current version), Certification of Companies for Fusion Welding of Steel (Division 1, 2.1 or 2.2);
 - b. CSA W47.2 (current version), Certification of Companies for Fusion Welding of Aluminum (Division 1, 2.1 or 2.2);
2. Before contract award and within two (2) calendar days of the written request by the Contracting Authority, the successful Bidder must submit evidence demonstrating its or its subcontractor's certification by CWB in accordance with the CSA welding standards.

2.11 Equivalent Products

1. Products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder:
 - a. designates the brand name, model and/or part number of the substitute product;
 - b. states that the substitute product is fully interchangeable with the item specified;
 - c. provides complete specifications and descriptive literature for each substitute product;
 - d. provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; and
 - e. clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.
2. Products offered as equivalent in form, fit, function and quality will not be considered if:
 - a. the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
 - b. the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.
3. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to demonstrate, at the sole cost of bidders, that the substitute product is equivalent to the item specified in the bid solicitation.
4. All proposed equivalents must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be considered.

B3000T (2006-06-16)

2.12 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.

2.13 SAAC Manual Clauses

A7035T (2007-05-25) List of Proposed Sub-contractors
A9125T (2007-05-25) Valid Labour Agreement

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

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

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

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

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

Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their bid:

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

Section I: Technical Bid

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

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

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with the "Financial Bid Presentation Sheet" in Annex "F". The total amount of Applicable Taxes must be shown separately, if applicable.

3.1.2 Electronic Payment of Invoices – Bid

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

If Annex "E" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

3.1.3 SACC Manual Clauses

C0414T (2008-05-12) Vessel Refit, Repair or Docking – Cost
C0417T (2008-05-12) Unscheduled Work and Evaluation Price

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.2 Basis of Selection

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Additional Certifications Precedent to Contract Award

- a. Project Schedule
- b. Workers Compensation Certification- Letter of Good Standing
- c. Canadian Welding Bureau Certification
- d. List of Proposed Sub-contractors
- e. Valid Labour Agreement
- f. Insurance Certificate or Letter from Insurance Broker
- g. ISO Registration Documentation
- h. Integrity Provisions – Required Documentation

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

There is no security requirement associated with the requirement.

6.2 Financial Capability

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

6.3 Insurance Requirements

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

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

6.4 ISO 9001:2015 - Quality Management Systems

Before contract award and within two (2) calendar days of written notification by the Contracting Authority the Bidder must provide its current ISO Registration Documentation indicating its registration to ISO 9001:2015. Documentation and procedures of bidders not registered to the ISO standards may be subject to a Quality System Evaluation (QSE) by the Inspection Authority or designate before award of a contract.

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Requirement

The Contractor must:

- a. carry out the alongside refit, of the Transport Canada vessel MV Holiday Island, in accordance with the Requirement at Annex "A".
- b. carry out any approved unscheduled work not covered in Annex "A".

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

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

7.2.2 Supplemental General Conditions

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

7.3 Security Requirements

7.3.1 There is no security requirement applicable to the Contract.

7.4 Work Period – Marine - Contract

Work must commence and be completed as follows:

Commence: 18 October 2021

Complete: 19 November 2021.

By submitting a bid, the Bidder certifies that they have sufficient material and human resources allocated or available and that the above work period is adequate to both complete the known work and absorb a reasonable amount of unscheduled work.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Chris Young
Title: Supply Team Leader
Public Works and Government Services Canada
Acquisitions Branch
Atlantic Region
Address: 1713 Bedford Row
Halifax, Nova Scotia
B3J 1T3

Telephone: 902-476-8829

E-mail address: Christopher.Young@pwgsc.gc.ca

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

7.5.2 Technical Authority

The Technical Authority for the Contract is: *(will be provided at contract award)*

Name: _____

Title: Technical Advisor

Organization: Transport Canada
Address: Transport Canada Marine Programs
45 Alderney Drive
Dartmouth NS B2Y 4K2

Telephone: ____ ____ _____

E-mail address: _____

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

7.5.3 Contractor's Representative

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ ____ _____

Facsimile: ____ ____ _____

E-mail address: _____

7.6 Payment

7.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in Annex "B". Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

7.6.2 Limitation of Price

SACC Manual clause C6000C (2017-08-17) Limitation of Price

7.6.3 Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

7.6.4 Electronic Payment of Invoices – Contract

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);

7.7 Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Invoices must be distributed as follows:

TRANSPORT CANADA
PROGRAMS
HERITAGE COURT
95 FOUNDRY ST P.O.BOX 42
MONCTON NB E1C 8K6

Att.: *(will be provided at contract award)*

The original invoice must be sent for verification to:

Public Works and Government Services Canada
Acquisitions Marine
1713 Bedford Row
Halifax, NS
B3J 3C9

Att.: Chris Young

7.8 Project Schedule

The Contractor must provide a detailed project schedule in Gantt chart format to the Contracting Authority and the Technical Authority one (1) week after award of Contract. The project schedule must include the work breakdown structure, the scheduling of main activities and milestone events, and any potential problem areas involved in completing the Work.

7.9 Progress Meetings

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

7.10 Welding Certification - Contract

The Contractor must ensure that welding is performed by a welder certified by the Canadian Welding Bureau(CWB) for the following Canadian Standards Association(CSA) standard(s):

- a. CSA W47.1 (current version), Certification of Companies for Fusion Welding of Steel
- b. (Division 1, 2.1 or 2.2);
- c. CSA W47.2 (current version), Certification of Companies for Fusion Welding of Aluminum (Division 1, 2.1 or 2.2);

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 they intend to use in the performance of the Work. The list must identify the CWB welding procedure qualifications attained by each of the personnel listed and must be accompanied by a copy of each person's current CWB certification to CSA welding standards.

7.11 Inspection and Acceptance

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

7.12 Outstanding Work and Acceptance

The Inspection 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-TPSGC 1205, 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.

The Contractor must complete the above form in three (3) copies, which will be distributed by the Inspection Authority as follows:

- a. original to the Contracting Authority;
- b. one copy to the Technical Authority;
- c. one copy to the Contractor.

7.13 Vessel Warranty – Refit and Repair

The warranty clause of the general conditions forming part of the Contract is deleted and replaced by the following:

"08 Warranty"

The Contractor, if requested by Canada, must replace or repair at its own expense any finished work, excluding Government Issue incorporated in the Work, which becomes defective or which fails to conform to contract requirements as a result of faulty or inefficient manufacture, material or workmanship.

Despite acceptance of the finished work, and without restricting any other term of the Contract or any condition, warranty or provision imposed by law, the Contractor warrants that the following will be free from all defects and will conform with the requirements of the Contract:

The painting of the underwater portion of the hull for a period of 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 365 days and multiplied by the number of days remaining in the warranty period. The resultant sum would represent the "Dollar Credit" due to Canada from the Contractor.

All other painting work for a period of 365 days commencing from the date of acceptance of the Work;

All other items of work for a period of ninety (90) days commencing from the date of acceptance of the Work, except that:

the warranty on the work related to any system or equipment not immediately placed in continuous use or service will be for a period of ninety (90) days from the date of acceptance of the vessel;

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.

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.

Refer to Annex "D" for Warranty Defect Claim Procedures and forms.

7.14 Warranty – Contractor responsible for all costs

Section 22 entitled Warranty of general conditions 2030 is amended by deleting subsections 3 and 4 in its entirety and replacing it with the following:

The Work or any part of the Work found to be defective or non-conforming will be returned to the Contractor's plant for replacement, repair or making good. However, when in the opinion of Canada it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. In such cases, the Contractor will be responsible for all Costs (including travel and living expenses) incurred in so doing, Canada will not reimburse these Costs.

The Contractor must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant pursuant to subsection 3. The Contractor must also pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location directed by Canada.

All other provisions of the warranty section remain in effect.

7.15 Certifications and Additional Information

7.15.1 Compliance

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

7.15.2 SACC Manual Clauses

A0285C (2007-05-25)	Workers Compensation
A9047C (2008-05-12)	Title to Property – Vessel
B5007C (2010-01-11)	Procedures for Design Change or Additional Work
B6100C (2008-05-12)	Stability
B9035C (2008-05-12)	Progress Meetings
A0290C (2008-05-12)	Hazardous Waste – Vessels
A9055C (2010-08-16)	Scrap and Waste Material
A9068C (2010-01-11)	Government Site Regulations
B1501C (2018-06-31)	Electrical Equipment
A9006C (2012-07-16)	Defence Contract
A0032C (2011-05-16)	Vessel Manned Refits
A9014C (2013-04-25)	Outstanding Work and Acceptance - Civilian

7.16 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Nova Scotia.

7.17 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);

- (c) the general conditions 2030 (2020-05-28);
- (d) Annex "A", Statement of Work;
- (e) Annex "B", Basis of Payment;
- (f) Annex "F", Financial Bid Presentation Sheet;
- (g) Annex "C", Insurance Requirements;
- (i) the Contractor's bid dated _____

7.18 Insurance Requirements

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. 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.

7.19 ISO 9001:2015 - Quality Management Systems

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 the Contractor's bid with the exclusion of the following requirement:

Design and development.

It is not the intent of this clause to require that the Contractor be registered to the applicable standard; however, the Contractor's quality management system must address each requirement contained in the standard.

Assistance for Government Quality Assurance (GQA):

The Contractor must provide the Inspection Authority or designate 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 or designate 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 or designate 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 or designate, the equipment necessary for all validation purposes. Contractor personnel must be made available for operation of such equipment as required.

When the Inspection Authority or designate 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 or designate, together with relevant technical data as the Inspection Authority or

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

7.20 Dispute Resolution

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

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HAL-1-87063

Buyer ID - Id de l'acheteur
HAL202
CCC No./N° CCC - FMS No./N° VME

ANNEX “A”

STATEMENT OF WORK

The entire Statement of Work is a separate electronic document entitled:

MV “Holiday Island” – Outline Specification for Installation of New MES System, FRC & Davits

Potential bidders requiring a copy of the technical drawings are to submit an email request directly to the Contracting Authority.

ANNEX "B"

BASIS OF PAYMENT

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. Refer to Annex F "Financial Bid Presentation Sheet".

1. Contract Price

a)	Known Work For work Specified in Annex "A" for a FIRM PRICE of:	\$ _____
b)	HST	\$ _____
c)	Total Firm Price HST included: For a FIRM PRICE of :	\$ _____

2. Unscheduled Work

2.1 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.

2.2 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.

2.3 Payment for 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 and profit, plus net laid-down cost of materials to which will be added a mark-up of 10 percent, plus Goods and Services Tax or Harmonized Sales Tax, if applicable, calculated at 15 percent 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 term of the Contract and any subsequent amendments.

C0902C (2013-04-25)

3. Overtime

No overtime work will 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 by taking the average hourly direct labour rate premiums, plus certified fringe benefit additives, plus profit of 7 1/2 percent on labour premium and fringe benefits. These rates will remain firm for the duration of the Contract including all amendments and are subject to audit if deemed necessary by Canada.

ANNEX "C"

INSURANCE REQUIREMENTS

C1 Ship Repairers' Liability Insurance

1. The Contractor must obtain Ship Repairers' Liability Insurance and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$10,000,000 per accident or occurrence and in the annual aggregate.
2. The Ship Repairers' Liability insurance must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Transport 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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - d. Contractual Liability: The policy must, on a blanket basis or by specific reference to the contract, extend to assumed liabilities with respect to contractual provisions.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

G5001C (2018-06-21)

C2 Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

- I. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- q. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

G2001C (2018-06-21)

C3 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 \$10,000,000.00. This limitation of the Contractor's liability does not apply to:
 - a. any infringement of intellectual property rights; or
 - b. any breach of warranty obligations.
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.

N0001C (2008-05-12)

ANNEX “D”

WARRANTY DEFECT CLAIM PROCEDURES AND FORMS

Warranty Procedures

1. Scope

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

2. Definition

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.”

3. Warranty Conditions

- a. 2030 General Conditions - 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 acceptance for the specified areas of 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.

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.

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 attached and forward the original to the Contractor for review with a copy to the PWGSC contracting Authority. If the PWGSC 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.

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.

7. Alongside Period For Warranty Repairs and Checks

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.

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HAL202
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2. Contractor's Investigative Report – Le rapport investigateur de l'entrepreneur

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

Contractor's Name and Signature – Nom et signature de l'entrepreneur
reprise

Date of Corrective Action - Date de modalité de
reprise

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

5. Additional Information – Renseignements supplémentaires



PWGSC-TPSGC

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ANNEX “E” to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

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

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

ANNEX "F"

FINANCIAL BID PRESENTATION SHEET

Proposed Work Location: Pictou Marine Terminals
2 Depot Street, Pictou, Nova Scotia, Canada B0K 1H0

1. Evaluation of Price

a)	Known Work For work stated in Annex "A" and associated drawings for a FIRM PRICE of:	\$ _____
b)	Unscheduled Work – Regular Labour Rate Estimated labour hours at a firm Charge-out Labour Rate, including overhead and profit: 200 person hours x \$ _____ per hour for a PRICE of:	\$ _____
c)	Subcontractor Allowance - FSR Services (Lloyd's Register) Allowance markup _____ % (max 10%) x \$5000.00 (estimate) for a PRICE of:	\$ _____
d)	Evaluation Price HST Excluded [a + b]: For an EVALUATION PRICE of:	\$ _____

2. Unscheduled Work

2.1 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.

2.2 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.

2.3 Payment for 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 and profit, plus net laid-down cost of materials to which will be added a mark-up of 10 percent, plus Applicable Taxes. The firm hourly charge-out labour rate and the material mark-up will remain firm for the term of the Contract and any subsequent amendments. The 10% mark-up rate for materials will also apply to subcontracted costs.

2.4 Overtime

No overtime work will 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 by taking the average hourly

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direct labour rate premiums, plus certified fringe benefit additives, plus profit of 7 1/2 percent on labour premium and fringe benefits. These rates will remain firm for the duration of the Contract including all amendments and are subject to audit if deemed necessary by Canada

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ANNEX "G"

INTEGRITY PROVISIONS - LIST OF NAMES

Failure to provide the following information will render the bid non-responsive.

Complete Legal Name of Supplier: _____

Supplier Address: _____

Supplier PBN: _____

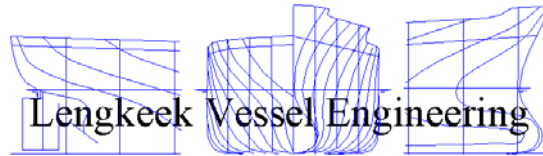
Solicitation Number: T2012-210051/A

List of Directors:

Please provide a list of names of all individuals currently on the Board of Directors of the above company.

Name	Position

Attach additional names on a separate sheet if required.



MV "Holiday Island"

Outline Specification for Installation of New MES System, FRC & Davits

For

Transport Canada
45 Alderney Drive P.O. Box 1013
Dartmouth, NS B2Y 2N6



Prepared By:
Lengkeek Vessel Engineering Inc.
Report Number: J18090-R05, rev 2

<i>Prepared By:</i> TN
<i>Checked By:</i> AL
<i>LVE Form 67, rev1</i>

Revision Matrix

<i>Rev</i>	<i>Brief description of revisions made</i>	<i>Date of Issue</i>
0	Issued to client	9Dec2020
1	Updated to suit client comments	8Jan2021
2	Updated to suit client comments	12Jan2021

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1 SPECIFICATION DETAILS

1.1 SCOPE OF WORK

This outline specification covers work to be completed onboard the ferry "M.V. Holiday Island" to install a new MES system, fast rescue craft (FRC) and associated davit. The specification outlines the extent of structural strip-out work to be completed to prepare the area for the new installation, and denotes the existing items of equipment which need to be removed in order to accommodate the new safety equipment being installed.

1.2 GENERAL INSTRUCTIONS

This specification shall be read in conjunction with the latest revision of drawings produced to show the necessary steelwork modifications that shall be undertaken to suit the new installation. The drawings and specification indicate the precise extent of work to be carried out, and the use and location of specific materials.

Wherever the words "approved by", "equivalent" or similar phrases are used in this specification, they shall be understood to mean the material, process, or item referred to.

Approval from Transport Canada or their representative is required if the Contractor wishes to deviate from any of the specified methods or recommended materials.

2 REFERENCES

Lloyd's Registry, Rules for Classification of Ships

CSA W47.1-03, Certification of Companies for Fusion Welding of Steel

CSA W59-18, Welded Steel Construction

Canada Shipping Act - Hull Construction Regulations

Canada Shipping Act - Hull Inspection Regulations

Canada Shipping Act - Safe Working Practices Regulations

MOSHR, Canada Labour Code - Marine Occupational Safety and Health Regulations

TP 127E, Transport Canada Marine Safety - Ship Electrical Standards

IEEE STD 45 - 1998 Recommended Practice for Shipboard Electrical Installations

IACS No. 47 Shipbuilding and Repair Quality Standard (1996)

Part B - Repair Quality Standard for Existing Ships

Note: In case of conflict between any of the standards, then the most stringent requirements will prevail.

3 GENERAL NOTES

3.1 ON-SITE PROJECT OFFICER:

All work to be completed to the satisfaction of the On-site Project Officer who, unless otherwise advised, will be a Transport Canada representative or the Chief Engineer of the vessel, who will oversee the installation on behalf of the Owner.

Upon completion of each item of the specification, the On-Site Project Officer shall be notified so that he may inspect the work prior to the complete closing up of any work.

Failure to give notification does not absolve the Contractor of the responsibility of providing the On-Site Project Officer with the opportunity to inspect any item.

Inspection of any item by the On-Site Project Officer does not substitute for any required inspection by the delegated Classification Society.

3.2 SAFETY

All contracted work shall be conducted in compliance with the requirements of the Canada Labour Code, Part 2.

Potential Contractors shall include with their bids the name of their Safety Manager or Supervisor who will ensure that these requirements for workplace safety are met

3.3 SUB-CONTRACTORS

All conditions, stipulations etc. listed in the General Notes apply to any Sub-Contractors employed by the Main Contractor to carry out work on any Specification item.

3.4 DURATION OF SCHEDULED WORK

The Contractor shall provide sufficient personnel, material, and equipment resources to complete the specified work, within the period of the contract.

Extra effort required due to the Contractor's failure to maintain his production schedule will not be paid for by Transport Canada.

3.5 PROTECTION

The Contractor shall provide adequate temporary protection for any equipment or areas affected by his work.

The Contractor shall take proper precautions to maintain in a proper state of preservation any machinery, equipment, fittings, stores or items of outfit which might become damaged by exposure, movement of materials, paint, sand, grit or shot blasting, airborne particles from sand, grit or shot blasting, welding, grinding, burning, gouging and painting.

Any damage shall be the responsibility of the Contractor.

3.6 WELDING (GENERAL)

The Contractor shall be currently certified by the Canadian Welding Bureau in accordance with Standard W47.1-03 "Certification of Companies for Fusion Welding of Steel Structures," Division 1, 2.1 or 2.2.

All personnel performing welding shall be approved by the Canadian Welding Bureau (CWB).

Welding consumables to be certified in accordance with CSA W59-18 and as specified by any required Weld Procedure Data Sheets (WPDS).

3.7 AUXILIARY SERVICES

Contractor shall include in the quotation the costs of any and all transportation, rigging, staging, slinging, craning, removals, and installations of parts and equipment such as may be required to carry out the work.

3.8 HOT WORK & FIRE WATCHES

Any item of work involving the use of heat in its execution requires that the Contractor advise the Project Officer prior to starting such heating and upon its completion. The contractor must abide by NFL's hot work policy and all hot work certificates must be obtained through NFL for all hot work. The Contractor shall provide sufficient suitable fire extinguishers and a fire watch during any heating and until the work has cooled.

Ship's extinguishers are not to be used except in an emergency.

3.9 RELOCATIONS

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

3.10 TEMPORARY LIGHTING & VENTILATION

Temporary lighting and/or temporary ventilation required by the Contractor to carry out any item of this specification shall be supplied, installed and maintained in safe working condition by the Contractor and removed on completion of the related work.

3.11 VESSEL CLEANUP

The principal work areas, as defined by this specification, shall be cleaned to "as new condition" on completion of the contracted work.

The Contractor shall ensure that all spaces, compartments and areas of the ship outside of the principal areas of work are "as clean as found" when work is completed.

3.12 MATERIALS & TOOLS

All materials, unless otherwise specified, to be supplied by the Contractor.

Contractor to supply all necessary tools to perform specified work.

Ship's tools and equipment will not be available for Contractor's use except for specialty tools that will be issued by and returned to the On-Site Project Officer in good condition.

3.13 SMOKING

The Public Service Smoking Policy forbids smoking in Government ships in all areas inside the ship where Contractor personnel will be working

Contractor shall inform workers of the smoking policy and ensure that it is complied with in all cases.

4 STRUCTURE & OUTFIT

4.1 RELEVANT DOCUMENTS

Drawings/Reports

Drawing No: J18090-S01 Rev.0 New MES System, FRC & Davit Structural Support Details

J18090-S02 Rev.0 New Side Shell Inserts Structural Details

J18090-A03 Rev.2 New Railing & Fire Insulation Arrangement

4.2 MATERIAL REQUIREMENTS

All new steel plate and shapes shall be minimum LR Grade 'A' or equivalent. Mill certificates shall be provided for all materials. Refer to the guidance drawings as listed above for any additional material requirements.

New insulation shall be Roxul SeaRox SL 620 type A60 fire insulation or equivalent and supplied with latest LR/TCMS approval certificates.

The Contractor shall supply all material required, including any material required to complete the work which is not explicitly identified in this specification. See also applicable structural guidance drawings for material requirements.

All new steel work shall be sandblasted and shop primed with a primer compatible with the vessel's existing paint system. On completion of all welding, all damaged paintwork shall be wire brushed to remove loose material.

All work shall be consistent with good shipbuilding practice where standards are not applicable. The work shall be conducted to the satisfaction of the designated approval authority.

4.3 STRUCTURAL, OUTFIT & EQUIPMENT REMOVALS ON BOAT DECK

The existing small inflatable work boat, cradle, single arm davit and associated foundation on the port side shall be disconnected and removed from the deck completely. The existing open-style lifeboats and associated davits on the port and starboard sides shall be disconnected and removed from the Boat Deck and the House Top, along with the davit support stools and access platform at the House Top level. Two (2) existing embarkation ladders, port and starboard, in way of the lifeboat launching area, shall be removed from the deck as well. The existing liferaft davit, associated foundation and six (6) liferafts with individual cradles on the port and starboard sides shall be removed from the deck completely. See Section 4.4 for specific details on the disposal of all original lifesaving equipment being removed from the vessel.

Existing sections of railing that surround the lifeboat and small workboat launching areas shall be removed from the deck, port and starboard. The existing emergency lights/posts mounted on the aft and fwd ends of the original lifeboat davit legs shall be disconnected, removed from the deck and placed in storage for relocation. Some existing portions of the railings along the port and starboard sides of the vessel shall require removal/modification to suit the new lifesaving equipment installation. The gates located in the railings in way of the original liferaft

davit launching area on the port and starboard sides shall be removed for replacement with new railings.

The existing vertical ladders, port and starboard, located at the deckhouse sides in way of the existing lifeboat locations shall be removed. The existing hatch opening coamings, directly above the vertical ladders, located in the House Top deck, shall also be removed and the opening shall have a new insert plate installed. Plate thickness to match existing decking.

Existing section of railing, in way of port and starboard side shell openings between Upper Deck and Boat Deck at frame 88 to 96, shall also be removed.

Some sections of the existing Boat Deck plating shall be cut out and washed from the existing deck beams under for the installation of new insert plates in way of the new MES link liferaft racks and FRC davits. The extent of the existing deck plating to be stripped out is shown on the accompanying guidance drawing, J18090-S01.

Prior to any hot work being carried out, the existing metal sheathing and fire rated insulation below the Boat Deck level, in way of the new structural support areas, shall be removed, tagged and placed in storage for re-installation. The Contractor is advised that the vessel insulation may contain asbestos or asbestos containing materials, and that asbestos testing and remediation may be required. If it is determined through testing that asbestos is present, the Contractor shall engage the services of a qualified hazardous materials (HAZMAT) abatement company certified in remediation of asbestos.

4.4 ORIGINAL LIFESAVING EQUIPMENT DISPOSAL

The Contractor shall be responsible for arranging for disposal of the original lifeboats and davits as follows in an environmentally responsible manner. This shall include destruction of the old equipment in a manner which precludes its further use. Evidence of destruction and suitable disposal shall be presented to Transport Canada at completion.

- 2 sets of gravity davits (Note: Any oil for the winch gearbox to be drained and disposed of separately.)
- 2 each 60 person lifeboats (Note: Lifeboats are open type and do not have an engine installed)

The existing liferafts (12 each - 25 person) shall also be sent to the following contractor for recycling and so they may be struck off the manufacturers inventory and service records.

SEA PRO SERVICES
Dartmouth, Nova Scotia
902.468.2029 | seamasters.ca
Attn: JASON CHAMPAGNE - Manager Operations

This contractor shall ensure that the liferafts are destroyed and cannot be re-used following which they are disposed of. Pyrotechnics associated with survival kits shall be sent to an accredited disposal facility. Gas cylinders shall be drained, disabled, and recycled in an appropriate manner. All costs for shipping and disposal of the existing liferafts shall be the responsibility of the LSA installation contractor. Cost of disposal and recycling is estimated at \$300.00 per liferaft. Confirmation of disposal, including liferaft serial numbers, by the liferaft contractor is to be provided to Transport Canada on completion.

The Narwhal OEM inflatable rescue boat + engine and the associated davit set are being repurposed following removal from the ship, and shall be carefully preserved during removal to ensure they are not damaged. These items shall be turned over to Northumberland Ferries Ltd. (NFL) by placing within the vehicle deck of the vessel, or as otherwise directed by NFL.

The Contractor shall be responsible for weighing all original lifesaving equipment and their associated structural supports after removal from the vessel and before disposal. The weighing of the equipment shall be done using a certified load cell, with a current certificate and weights shall be documented appropriately in writing and provided to Transport Canada upon completion.

4.5 DISTURBED AREAS I.W.O MODIFICATIONS

In areas that are to be disturbed by the proposed work, the Contractor is responsible for identifying the locations and ensuring that all existing materials such as insulation, cables, piping etc. are removed or pulled back temporarily and the area made clear and safe for the work to proceed.

When the work is completed, the Contractor shall assume responsibility for restoring the area to the condition it was in before the work commenced. Additional care shall be taken to ensure that the areas in question are in no danger of fire risk while any hot work is undertaken.

4.6 NEW STEELWORK

New steel insert plates of 1/2" and 3/4" thickness shall be cut to suit the final shape of the areas of stripped out plating in way of the MES link raft supports and the new FRC davit installation respectively. Wherever the existing deck plate is cut and removed, the edges of the plating, shall be ground smooth and beveled accordingly for welding the new inserts. Existing weld seams in way of new insert plates shall be released for a minimum of 100mm from new seam and re-welded.

New intercostal flatbar stiffeners shall be fitted below the Boat Deck, directly under and in line with the MES enclosure and bed support frames. The new stiffeners shall be installed between frames 62 and 66, port and starboard. New flatbar stiffeners shall also be installed in way of the MES link liferaft rack support frames as well, between frames 69 and 70 and frame 71 and 72, port and starboard. Care shall be taken to ensure new stiffeners have complete alignment with the above deck support frames and their corresponding brackets.

New intercostal flatbar stiffeners shall be fitted below the Boat Deck, directly under and in line with the new FRC boat cradle posts. The new stiffeners shall be installed between frames 97 and 98 on the port side and between frames 83 and 84 on the starboard side. The boat cradle for the after end of the FRC shall be installed in way of existing transverse deck beams located at frame 95 (port) and frame 86 (starboard).

For the new FRC davit installation on the port side of the Boat Deck, new transverse deep beams shall be installed between frames 89 and 90, frames 90 and 91, and between frames 92 and 93. A new girder shall be fitted between frames 88 and approx. frame 92.5 and attach to the existing transverse deep beam at frames 88 at the aft end and to the new deep beam at the forward end at approx. frame 92.5. Another new girder shall be installed between the new deep beams located at each side of frame 90. The new FRC davit pedestal shall be positioned so that the center is located at frame 90 and directly supported by the new girders and deep beams.

For the new FRC davit installation on the starboard side of the Boat Deck, new transverse deep beams shall be installed between frames 90 and 91, frames 91 and 92, and between frames 92 and 93. A new girder shall be fitted between frames 88 and approx. frame 92.5 and attach to the existing transverse deep beam at frames 88 at the aft end and to the new deep beam at the forward end at approx. frame 92.5. Another new girder shall be installed between the new deep beams located at each side of frame 91. The new FRC davit pedestal shall be positioned so that the center is located at frame 91 and directly supported by the new girders and deep beams.

The locations and details of all the new underdeck support structure are shown on the guidance drawing, J18090-S01.

Existing port and starboard side shell openings, between frames 88 and 96 located on the Main Deck and Upper Deck shall be plated in using 5/16" thick plate. The plated in area's shall be stiffened using 3½" x 3" x 5/16" angle bars at each frame. The locations and details of the new side shell insert structure are shown on the guidance drawing, J18090-S02.

The FRC davit support pedestals and operation/maintenance platform will be supplied from the manufacturer with extra material at the pedestal base and platform support legs respectively. Contractor shall allow for trimming at the vessel to suit the straightline deck camber on the Boat Deck of 6" in 33'-6" half beam. The new davit platform shall be installed in accordance with the manufacturer's general arrangement drawing of the FRC davit/boat and platform (ref. Drawing No. B13-5105650, rev.C).

4.7 NEW STRUCTURAL OUTFITTING/INSULATION WORK

New sections of steel safety railing shall be fitted around the perimeter of the new FRC and davit installation (P&S), around the new MES link liferaft racks (P&S), forward of the MES enclosure (P&S) and along the outboard edge of the Boat Deck between the FRC and MES installations.

A new section of railing shall also be installed along the port and starboard sides of the House Top at approx. frame 74 to 86, where the existing lifeboat davit structure will be removed.

All new railings shall be of similar construction to the existing railings and be fabricated to the same height and using the same scantlings. The existing emergency lights/posts shall be re-installed at new locations as generally depicted on the railing guidance drawing.

The existing side shell area adjacent to the MES enclosure and the MES link liferaft rack launching area, port and starboard, shall be fitted with new A-60 fire insulation from frame 60 to frame 74 and extending between the Main Deck and Boat Deck. Care shall be taken when installing the new fire insulation in way of existing shore power cabling and any tank vents so as not to impede their operation.

The details of the new railing structure and fire insulation are shown on the guidance drawing, J18090-A03.

4.8 WELDING

All butt welding of new insert plating to existing plating shall be full penetration bevel type welding. Details of the plate edge preparation for full penetration welding and plate chamfers,

where necessary, is shown on the accompanying guidance drawings, J18090-S01 and J18090-S02.

In way of plate removals, any slag, dirt, grease, paint etc. shall be removed before areas of new steel are welded to existing steel.

After completion of welding, any spatter shall be removed and the welds ground smooth before painting is undertaken.

Contractor shall have available any required Weld Procedure Data Sheets (WPDS) for completing the entire structural work. A copy of all WPDS used shall be provided to the LR Surveyor for approval prior to engaging in any hot work. The WPDS must be reviewed and certified by either the delegated Classification Society or the CWB for the materials and welding positions covered.

Contractor shall be responsible for weld sequencing as per the referenced IACS No.47, Part B guideline to ensure insert plates do not suffer from distortion during construction.

4.9 PAINTING AND CLEANING

All new and disturbed steel work that is intended to be painted must be painted in accordance with the existing paint scheme of the vessel and any applicable Paint Specification as directed by the Project officer. Preparation and application of coatings shall be in accordance with the manufacturer's instructions. Lead-based paints shall not be used.

Disturbed and/or new steel surfaces shall have all burrs, sharp edges, rough areas, and weld splatter removed using industry recognised methods.

Feather back the intact coatings on existing structure a minimum of 50mm from the area to be painted.

Remove by solvent cleaning all welding slag, oil, grease, and salts.

Unless specified otherwise, disturbed and/or new steel work intended to be painted shall be given a minimum of two (2) coats of marine primer immediately upon completion of work. Primer shall be compatible with the vessel's existing coating scheme.

5 ELECTRICAL

5.1 MATERIAL REQUIREMENTS

The Contractor shall provide and install any new electrical materials, wiring, and equipment required to ensure fully functional systems as described in all sections of this specification.

5.2 ELECTRICAL REMOVALS

The electrical cabling for the existing liferaft davits (P&S) and the small inflatable workboat davit (P) shall be pulled back and terminated at the nearest junction box or transit. The cables shall also be terminated at the applicable distribution panel.

The electrical cabling for the existing emergency lights in way of the original lifeboat davit legs, forward and aft, shall be pulled back and tagged for reinstallation at the new light post locations.

All existing redundant cable transits in the Boat Deck for the original safety equipment being removed and the emergency light posts being relocated shall be removed and/or blanked.

5.3 ELECTRICAL EQUIPMENT REQUIREMENTS

The existing cabling for the original lifeboat davit shall be retained and reused for the new FRC davit, if possible. New FRC davit power supply requirements are noted as 380-400V/3ph/50Hz or 440-480V/3ph/60Hz.

Contractor shall provide for a 120V power supply to each MES container unit to supply power for an internal light fixture. This source shall be an extension of the existing circuit used for the emergency light fixtures located along the exterior railing, in way of the new lifesaving equipment.

Contractor shall allow for the installation of new A-60 fire rated cable penetrations as required, Rextec type or equal, in the Boat Deck (P&S) to facilitate all electrical cable connections.

Any new cabling required shall be of the approved marine type, and shall be in accordance with the recommendations for cabling for the specific application. All cabling shall be fully compliant with marine specification and standards for shipboard cable installations and Class approved.

5.4 ELECTRICAL CABLES

Any new cables shall be of the approved marine type, with the installation of fire-resistant cable where required by the regulatory bodies. All cables shall be of stranded copper.

Power cables used on 240volt applications shall be rated for a minimum of 600 volts. Power cables used on 115/120volt systems will have a minimum rating of 300 volts.

Transition pieces through water tight, gas tight and fire proof bulkheads and decks shall be in accordance with the requirements of TP 127E.

All cables shall be installed on suitable wire ways. To avoid noise, crosstalk and false signaling, power cables shall be kept well away from any communication and alarm cabling, in separate cable trays or wire ways. Shielded cables shall be used for all sensitive electronic equipment.

Miscellaneous “local” cable runs shall be secured with approved clips and studs (Nelson or equal).

Special attention shall be paid to the physical separation of non-shielded electronic cables from the power and lighting cables.

Where single conductor cables are used they shall be installed in accordance with regulatory bodies requirements.

Cables shall be secured using approved fastening methods. Cable terminations in enclosures will have fittings approved for the application and environment.

Conductors shall be connected via terminal blocks where practicable.

All cables, new and re-installed, shall be tagged with circuit identification at all points of connection and on both sides of bulkheads, decks and barriers. The tags shall be metal compatible with the cable sheath and shall have the circuit designation embossed thereon. Both ends of the tags shall be taped to the cable with metal tape or metal ty-raps.

Any conductor designated as ground shall be clearly identified as such at each termination point.

Each circuit shall have an insulation test between conductors and between each conductor and ground. All tests as required by LR shall be carried out and approved by the Classification Society before certification is granted.

6 INSPECTION AND TRIALS

6.1 GENERAL

The work shall be carried out to the satisfaction of the On-Site Project Officer and the delegated Class Society, LR.

6.2 INSPECTIONS

Inspections shall be carried out by the On-Site Project Officer and the delegated LR inspector. The representative shall conduct a final inspection to determine acceptance of the work in accordance with the latest LR rules. The work shall also be inspected by the Contractor to ensure the methods of installation and workmanship conform to the drawings and specification.

A physical inspection of all welding of new structure and any repairs shall be carried out by the Contractor to ensure that all welds are satisfactory and contain no visible defects or deficiencies. In addition to 100% visual inspection, welded joints shall be examined using 50% MT for full penetration welds and/or corners and cruciforms.

Non-destructive examinations of welds shall be undertaken by professional personnel qualified to do so. All tests results, calibrations, measurements, trials and readings shall be properly tabulated, compiled and three typewritten bound copies shall be provided; two copies to the Project Officer with workers original handwritten notes and one copy to the LR inspector.

The full extent of any weld defect shall be ascertained by applying additional non-destructive examinations where required. Unacceptable defects shall be completely removed and where necessary, re-welded. The repair shall be examined after re-welding.

6.3 TRIALS

The new FRC davit and boat installation shall be tested and trialed to ensure correct operation as per the davit supplier's recommendations, in both launching and retrieval modes of operation.

Load and function testing shall be carried out in accordance with any LR requirements and in accordance with any manufacturer's procedures. Equipment and systems fitted shall be fully compliant with all the latest applicable codes and regulations.

One of the new MES units, port or starboard, shall be function tested and deployed to ensure correct operation as per the regulatory requirements and the supplier's recommendations and procedures. The MES equipment supplier field service representative (FSR) shall be on hand for the testing.