

## RETURN BIDS TO:

## RETOURNER LES SOUMISSIONS À:

## Bid Receiving - PWGSC / Réception des soumissions - TPSGC

**11 Laurier St. / 11, rue Laurier**  
**Place du Portage , Phase III**  
**Core 0B2 / Noyau 0B2**

**Gatineau, Québec K1A 0S5**

**Bid Fax: (819) 997-9776**

# 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**

Ship Refits and Conversions / Radoubss et  
modifications de navires and / et

11 Laurier St. / 11, rue Laurier  
6C2, Place du Portage  
Gatineau, Québec K1A 0S5

<b>Title - Sujet</b> CCGS Griffon: Black Water Piping De	
<b>Solicitation No. - N° de l'invitation</b> F2599-220007/A	<b>Date</b> 2022-04-14
<b>Client Reference No. - N° de référence du client</b> F2599-220007	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$\$MD-047-28640
<b>File No. - N° de dossier</b> 047md.F2599-220007	<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 2022-05-17</b> Heure Avancée de l'Est HAE	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Slater, Hugh	<b>Buyer Id - Id de l'acheteur</b> 047md
<b>Telephone No. - N° de téléphone</b> (343) 553-9156 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  <div style="text-align: center;">Specified Herein Précisé dans les présentes</div>	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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



Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
D - 1	CCGS Griffon Canadian Coast Guard 401 King Street West Prescott, ON K0E 1T0	I - 1	Gail.Eyre@dfo-mpo.gc.ca



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM		Delivery Req. Livraison Req.	Del. Offered Liv. offerte
						Destination	Plant/Usine		
1	CCGS Griffon: Black Water Piping D escale	D - 1	I - 1	1	lt	\$	\$	See Herein – Voir ci-inclus	

## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>3</b>
1.1 INTRODUCTION.....	3
1.2 SUMMARY .....	3
1.3 DEBRIEFINGS .....	4
<b>PART 2 - BIDDER INSTRUCTIONS .....</b>	<b>5</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	5
2.2 SUBMISSION OF BIDS.....	5
2.3 FORMER PUBLIC SERVANT.....	5
2.4 ENQUIRIES - BID SOLICITATION.....	7
2.5 APPLICABLE LAWS.....	7
2.6 BID CHALLENGE AND RECOURSE MECHANISMS.....	7
<b>PART 3 - BID PREPARATION INSTRUCTIONS.....</b>	<b>9</b>
3.1 BID PREPARATION INSTRUCTIONS .....	9
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>10</b>
4.1 EVALUATION PROCEDURES.....	10
4.2 BASIS OF SELECTION.....	11
4.3 DELIVERABLES AFTER CONTRACT AWARD .....	11
<b>PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>12</b>
5.1 CERTIFICATIONS REQUIRED WITH THE BID .....	12
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION .....	13
<b>PART 6 -FINANCIAL AND OTHER REQUIREMENTS .....</b>	<b>14</b>
6.1 FINANCIAL CAPABILITY .....	14
6.2 INSURANCE REQUIREMENTS .....	14
6.3 ENVIRONMENTAL PROTECTION .....	14
6.4 WORKERS' COMPENSATION - LETTER OF GOOD STANDING .....	14
6.5 HEALTH AND SAFETY.....	14
6.6 LIST OF PROPOSED SUBCONTRACTORS .....	14
6.7 QUALITY CONTROL PLAN (QCP) .....	15
6.8 INSPECTION AND TEST PLAN.....	15
<b>PART 7 - RESULTING CONTRACT CLAUSES .....</b>	<b>16</b>
7.1 REQUIREMENT .....	16
7.2 STANDARD CLAUSES AND CONDITIONS.....	16
7.3 SECURITY REQUIREMENTS .....	16
7.4 TERM OF CONTRACT .....	16
7.5 AUTHORITIES .....	17
7.6 PAYMENT .....	18
7.7. TIME VERIFICATION .....	19
7.8 INVOICING INSTRUCTIONS .....	19
7.9 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	20
7.10 APPLICABLE LAWS.....	21
7.11 PRIORITY OF DOCUMENTS .....	21

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7.12	INSURANCE REQUIREMENTS .....	21
7.13	LIMITATION OF CONTRACTOR'S LIABILITY FOR DAMAGES TO CANADA .....	21
7.14	FOREIGN NATIONALS (CANADIAN CONTRACTOR) .....	22
7.15	SUB-CONTRACTS AND SUB-CONTRACTOR LIST .....	23
7.16	INSULATION MATERIALS - ASBESTOS FREE .....	23
7.17	TRADE QUALIFICATIONS .....	23
7.18	EQUIPMENT/SYSTEMS: INSPECTION/TEST .....	23
7.19	ENVIRONMENTAL PROTECTION .....	23
7.20	HAZARDOUS WASTE .....	24
7.21	LOAN OF EQUIPMENT - MARINE .....	24
7.22	FAILURE TO DELIVER .....	24
7.23	GOVERNMENT SUPPLIED MATERIAL .....	24
7.24	GOVERNMENT FURNISHED EQUIPMENT .....	25
7.25	PROCEDURES FOR DESIGN CHANGE OR ADDITIONAL WORK .....	25
7.26	WORKERS COMPENSATION .....	26
7.27	PERMITS, LICENSES AND CERTIFICATES .....	26
7.28	EXPORT LICENSES .....	26
7.29	TRAVEL AND LIVING EXPENSES - NATIONAL JOINT COUNCIL TRAVEL DIRECTIVE .....	26
7.30	DISPUTE RESOLUTION .....	26
<b>ANNEX "A" – STATEMENT OF WORK .....</b>		<b>27</b>
<b>ANNEX "B" – FINANCIAL BID .....</b>		<b>36</b>
BASIS OF PAYMENT .....		36
<b>ANNEX "C" – FEDERAL CONTRACTORS .....</b>		<b>39</b>
<b>ANNEX "D" - WARRANTY .....</b>		<b>41</b>
<b>ANNEX "E"- PROCEDURE FOR UNSCHEDULED WORK .....</b>		<b>43</b>
<b>ANNEX "F" – MANDATORY CHECKLIST .....</b>		<b>46</b>
<b>ANNEX "G" – CCGS 21-2021 FORM .....</b>		<b>48</b>
<b>ANNEX "H" - TEMPLATES .....</b>		<b>49</b>
<b>ANNEX "I" – QUESTIONS AND ANSWERS (BIDDING PERIOD) .....</b>		<b>59</b>

## **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 Federal Contractors Program for Employment Equity - Certification, the Insurance Requirements and other Annexes*

### **1.2 Summary**

#### *1.2.1 The requirement is:*

- a) For the contractor to perform an on site chemical descaling of the CCGS Griffon's two (2) black water piping systems using a chemical descaler that is approved by CCG.*
- b) The Contractor must demonstrate the successful descaling with a pipe scope Camera*
- c) To carry out unscheduled work authorized by the Contracting Authority*

#### *1.2.2 Security requirements*

There are no security requirements associated with this requirement.

#### *1.2.3 A3080T: COVID-19 vaccination requirement*

This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the bid will render the bid non-responsive.

Solicitation No. - N° de l'invitation  
F2599-220007  
Client Ref. No. - N° de réf. du client  
F2599-220007

Amd. No. - N° de la modif.  
File No. - N° du dossier  
047md F2599-220007

Buyer ID - Id de l'acheteur  
047md  
CCC No./N° CCC - FMS No./N° VME

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- 1.2.4 This bid solicitation requires bidders to use the Canada Post Corporation's (CPC) Connect service (formerly known as epost) 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 on the front page of the bid solicitation.

#### PWGSC Bid Receiving Unit

Only bids submitted using Canada Post Corporation's (CPC) Connect service (formerly known as epost) will be accepted. The Bidder must send an email requesting to open an epost Connect conversation to the following address:

[tpsgc.pareceptiondessoumissions-apbidReceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.pareceptiondessoumissions-apbidReceiving.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 CPC Connect service conversation, as detailed in Standard Instructions [2003](#), or to send bids through an CPC Connect service message if the bidder is using its own licensing agreement for CPC Connect service.

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

Bids transmitted by facsimile or in hardcopy to PWGSC will not be accepted.

### 2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

#### Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian



Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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

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

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

#### Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

#### Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- a. name of former public servant;

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

## 2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **ten (10) 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.

## 2.5 Applicable Laws

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

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

**Refer to Annex "F1" for Deliverables/Certifications.**

## 2.6 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:

Solicitation No. - N° de l'invitation  
F2599-220007  
Client Ref. No. - N° de réf. du client  
F2599-220007

Amd. No. - N° de la modif.  
File No. - N° du dossier  
047md F2599-220007

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

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- Office of the Procurement Ombudsman (OPO)
- Canadian International Trade Tribunal (CITT)

(c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

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

### **3.1 Bid Preparation Instructions**

The Bidder must submit its bid electronically 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:

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

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

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

Failure to follow these instructions will deem the bid unresponsive.

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

##### **Volume I: Technical Bid**

The Bidder must provide all of the deliverables as referenced in Annex "F1" Deliverables and Certifications.

##### **Volume II: Financial Bid**

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

##### **Volume III: Certifications**

Bidders must submit the certifications required under Part 5 and Section 2.3 Former Public Servant

## **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.

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

Notwithstanding deliverable requirements specified within the bid solicitation, mandatory deliverables that must be submitted with the Bidder's bid to be deemed responsive are summarized in Annex H – Deliverables / Certifications – F1 Mandatory Tender Deliverables Check List.

### **Volume 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, Volume II - Financial Bid.

### **Volume III - Certifications**

Bidders must submit the certifications required under Part 5 – Certifications and Section 2.3 Former Public Servant.

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.

#### **4.1.2 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.

#### **4.1.3 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. 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.

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 B, Section B2. However, Canada will deem bids non-compliant where bidders have entered a firm hourly charge out rate lower than \$50/hr.**

Solicitation No. - N° de l'invitation  
F2599-220007  
Client Ref. No. - N° de réf. du client  
F2599-220007

Amd. No. - N° de la modif.  
File No. - N° du dossier  
047md F2599-220007

Buyer ID - Id de l'acheteur  
047md  
CCC No./N° CCC - FMS No./N° VME

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## **4.2 Basis of Selection**

A bid must comply with the requirements of the bid solicitation and meet all Mandatory Criteria (MC) per Annex "F", 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.

Issuance of any Contract will be contingent upon internal approval in accordance with Canada's policies. If such approval is not given, no Contracts will be awarded.

## **4.3 Deliverables after Contract Award**

Refer to Annex "F2".

## 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.

#### 5.1.2. COVID-19 Requirements and checklists

##### 5.1.2.1 COVID-19 vaccination requirement certification (Required with Bid)

This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the bid will render the bid non-responsive.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after contract award. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

##### 5.1.2.2 - COVID-19 - Health Screening Questionnaire and COVID-19 Testing Protocol for Canadian Coast Guard (CCG) Personnel and Persons Seeking Access to CCG Installations, Vessels, Helicopters and Vehicles (Required only if the Successful Bidder)

The Canadian Coast Guard requires anyone (employees or contract workers) to complete the COVID-19 - Health Screening Questionnaire and COVID-19 Testing Protocol for Canadian Coast Guard (CCG) Personnel and Persons Seeking Access to CCG Installations, Vessels, Helicopters and Vehicles before they are able to gain access to the CCGS Griffon.

Refer to Annex "G" for a copy of the questionnaire and Testing Policy that the Bidder will be required to follow.

## 5.2 Certifications Precedent to Contract Award and Additional Information

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

### 5.2.1 Integrity Provisions – Required Documentation

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

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

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid list at the time of contract award.

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

The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, 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.

### Refer to Annex "C", To Part 5 – Bid Solicitation



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

### **6.1 Financial Capability**

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

### **6.2 Insurance Requirements**

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

### **6.3 Environmental Protection**

At the time of bid closing 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 "F1" for Deliverables/Certifications.**

### **6.4 Workers' Compensation - 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 with the bid, a certificate or letter from the applicable Worker's Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

**Refer to Annex "F1" for Deliverables/Certifications.**

### **6.5 Health and Safety**

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

**Refer to Annex "F1" for Deliverables/Certifications.**

### **6.6 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 "F1" for Deliverables/Certifications.**

Solicitation No. - N° de l'invitation  
F2599-220007  
Client Ref. No. - N° de réf. du client  
F2599-220007

Amd. No. - N° de la modif.  
File No. - N° du dossier  
047md F2599-220007

Buyer ID - Id de l'acheteur  
047md  
CCC No./N° CCC - FMS No./N° VME

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## **6.7 Quality Control Plan (QCP)**

After contract award , the successful Bidder must submit to the Technical Authority for approval a final QCP at least 10 (ten) business days before the start of the work as outlined in Annex "A".

**Refer to Annex "F2" for Deliverables after Contract Award**

## **6.8 Inspection and Test Plan**

After contract award , the successful Bidder must submit to the Technical Authority for approval a final inspection and Test Plan at least 10 (ten) business days before the start of the work as outlined in Annex "A".

**Refer to Annex "F2" for Deliverables after Contract Award**

## 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 requirement is:*

- a) For the contractor to perform an on site chemical descaling of the CCGS Griffon's twp (2) black water piping systems using a chemical descaler that is approved by CCG.
- b) *The Contractor must demonstrate the successful descaling with a pipe scope Camera*
- c) To carry out unscheduled work authorized by the Contracting Authority

### 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

[2035](#) (2021-12-02 ), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

#### 7.2.2 Supplemental General Conditions

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

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

4006 (2010-08-16) Contractor to Own Intellectual Property Rights in Foreground Information

### 7.3 Security Requirements

7.3.1 There is no security requirement applicable to the Contract.

### 7.4 Term of Contract

#### 7.4.1 Work Period - Marine

- a)
  - i) Work must commence and be completed between July 6 -10, 2022.
  - ii) The Contractor agrees that the above time (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.

b)

Canada has the right to delay the work on the Vessel at the CCG facility subject to the following conditions:

- i) Canada gives 10 calendar days advance notice of a 15 day maximum delay.  
The Contractor may claim no additional cost if the work 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.
- ii) 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 of the work and Canada shall pay only the Daily Services Fee referred to in the Basis of Payment for the period of the delay.

#### **7.4.2 Time is of the Essence**

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

### **7.5 Authorities**

#### **7.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Hugh Slater  
Department of Public Works and Government Services Canada (PWGSC)  
Marine Systems Directorate  
Ship Refit Division  
Tel: (343) 553-9156  
E-Mail: [hugh.slater@tpsgc-pwgsc.gc.ca](mailto:hugh.slater@tpsgc-pwgsc.gc.ca)

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

#### **7.5.2 Technical Authority**

The Technical Authority for the Contract is:

Name will be determined at Contract Award

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

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.

### 7.5.3 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.

### 7.5.4 Contractor's Representative

Name will be determined at Contract Award

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

## 7.6 Payment

### 7.6.1 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.

### 7.6.2 Terms of Payment - 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.
- 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.

#### **7.6.3 (Liens - Section 427 of the Bank Act)**

**SACC Manual Clause H4500C (2010-01-11) Liens - Section 427 of the Bank Act**

#### **7.6.4 (Limitation of Price)**

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

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

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

- a. Direct Deposit (Domestic and International);

#### **7.7. Time Verification**

**SACC Manual Clause C0711C (2008-05-12) Time Verification**

#### **7.8 Invoicing Instructions**

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, Article 7.5 Payment and Article 7.6 Invoicing Instructions.

##### **7.8.1 Invoices**

- 1. Invoices are to be made out to:

Canadian Coast Guard Marine Engineering  
[DFO.invoicing-facturation@DFO-MPO.GC.CA](mailto:DFO.invoicing-facturation@DFO-MPO.GC.CA)  
Attention of: **To Be Determined**

With;

The original invoice to be forwarded for verification to:

Public Works and Government Services Canada  
Marine Systems Directorate  
Ship Refit Division  
Contract Authority  
Attention: Hugh Slater  
Email: [hugh.slater@tpsgc-pwgsc.gc.ca](mailto:hugh.slater@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.

#### **7.8.2 Invoicing Instructions - Progress Claim**

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 one original and two (2) copies of 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 original and two (2) copies of the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.

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

#### **7.9 Certifications and Additional Information**

##### **7.9.1 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.

## 7.10 Applicable Laws

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

## 7.11 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) 2035 (2021-12-02), General Conditions - Higher Complexity - Services
- (d) the General Conditions 1031-2, (2012-07-16), Contract Cost Principles;
- (e) Annex "A", Statement of Work;
- (f) Annex "B", Basis of Payment;
- (g) Annex "C", Federal Contractors Program for Employment Equity - Certification;
- (h) Annex "D", Warranty;
- (i) Annex "E", Procedure for Unscheduled Work;
- (j) Annex "F", Deliverables/Certifications
- (k) Annex "G", CCGS 21-2021 – Covid-19 Health Screening and Testing Procedure
- (l) Annex "H", Templates -, Monthly Progress Report, Form PWGSC 1379, and Warranty Claim Form
- (m) Annex "I", Questions and Answers (Bidding Period)
- (n) the Contractor's bid dated \_\_\_\_\_ (insert date of bid), as amended \_\_\_\_\_ (insert date(s) of amendment(s) if applicable)

## 7.12 Insurance Requirements

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

## 7.13 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 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. Nothing shall limit Canada's other remedies, including Canada's right to terminate the Contract for default for breach by the Contractor of any of its obligations under this Contract, notwithstanding that the Contractor may have reached any limitation of its liability hereunder.

#### **7.14 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

### **7.15 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.

### **7.16 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.

### **7.17 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.

### **7.18 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.

### **7.19 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.

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

## **7.21 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.

## **7.22 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.

## **7.23 Government Supplied Material**

Any item of materiel acquired by the government of Canada and provided on a "free issue" basis to contractors for embodiment in materiel 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.

#### **7.24 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.

#### **7.25 Procedures for Design Change or Additional Work**

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

In addition, refer to Annex "E".

## **7.26 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.

## **7.27 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.

## **7.28 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.

## **7.29 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.

## **7.30 Dispute Resolution**

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

Solicitation No. - N° de l'invitation  
F2599-220007  
Client Ref. No. - N° de réf. du client  
F2599-220007

Amd. No. - N° de la modif.  
File No. - N° du dossier  
047md F2599-220007

Buyer ID - Id de l'acheteur  
047md  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX "A" – STATEMENT OF WORK**

### **CCGS GRIFFON REFIT 2022**

#### **STATEMENT OF WORK: BLACK WATER PIPING DESCALE**

SPECIFICATION NUMBER: F2599-220007

REVISION: 1.0

Date: 2022-04-14

Prepared by Marine Engineering  
Integrated Technical Services  
Canadian Coast Guard  
520 Exmouth Street  
Sarnia, ON

Solicitation No. - N° de l'invitation  
F2599-220007  
Client Ref. No. - N° de réf. du client  
F2599-220007

Amd. No. - N° de la modif.  
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Buyer ID - Id de l'acheteur  
047md  
CCC No./N° CCC - FMS No./N° VME

**1.0 TABLE OF CONTENTS**

**1.0 TABLE OF CONTENTS ..... 28**

**2.0 GENERAL..... 29**

**3.0 REFERENCES..... 30**

**4.0 STATEMENT OF WORK..... 31**

**5.0 PROOF OF PERFORMANCE ..... 34**

## 2.0 GENERAL

### 2.1 Identification

- 2.1.1 The vessel's sewage vacuum piping system is heavily fouled with inorganic scale and struvite deposits consisting of uric stone, phosphates and hardness salts.
- 2.1.2 The Contractor must perform an in site chemical descaling of the vessel's two (2) black water piping systems.
- 2.1.3 Descaling must occur by using chemical circulation from each toilet of the vessel's seventeen (17) toilets to the sewage plant until proven clear.
- 2.1.4 The Contractor must demonstrate through the use of a pipe scope camera that the descaling has been successful.
- 2.1.5 For bidding purposes, the Contractor shall quote an average of 4 hours of circulation time per toilet location, not including set up time.

### 2.2 Schedule

- 2.2.1 The target date for this work is between July 6-10, 2022, while the vessel is alongside for refit at the following address:

CCGS Griffon  
Canadian Coast Guard Base Prescott  
401 King St West  
Prescott, Ontario  
K0E 1T0

### 2.3 Ship's Particulars

Name:	CCGS Griffon
Type:	Twin Screw, Medium Icebreaker / Navais Tender
Class:	Inland Waters Class I Fire Extinguishing and Lifesaving Appliances for a vessel of Class X.
Year Built:	1970
Length:	234' – 0" (71.32m)
Breadth, molded:	49' – 0" (14.94m)
Loaded Draft:	15' 6 1/4" (4.731m)
Tonnage, displacement:	Gross Tonnage 2212
Propulsion:	Twin screw, fixed pitch, diesel electric, total power 2 x 2000 Shaft Horsepower

### 2.4 Abbreviations & Definitions

TA	Technical Authority (as defined by the Contract)
CFM	Contractor Furnished Material



GSM	Government Supplied Material
-----	------------------------------

### 3.0 REFERENCES

#### 3.1 Equipment Data

3.1.1 The vessel has two (2) black water piping systems that connect to the sewage vacuum break, port and starboard side. The seventeen (17) toilets are distributed as follows.

3.1.1.1 Port Side Vacuum Pipe - 7 toilets:

Captain (Bridge Deck - frame 60)  
Chief Engineer (Boat Deck - frame 61)  
Chief Mate (Boat Deck - frame 61)  
Third Mate (Boat Deck - frame 57)  
Clerk / Passenger (Poop Deck - frame 58)  
Bosun (Upper Deck - frame 57)  
Crew's WC (Upper Deck - frame 26)

3.1.1.2 Starboard Side Vacuum Pipe - 10 toilets:

Wheelhouse (Navigation Bridge Deck - frame 56)  
Second Mate (Boat Deck - frame 55)  
2 x Passenger WC (Poop Deck - frames 39 & 43)  
2nd Engineer / Logistics Officer (Poop Deck - frame 50)  
3rd Engineer / Supernumerary Engineer (Poop Deck - frame 39)  
Senior Engineer (Poop Deck - frame 63)  
Cook's Washroom (Upper Deck - frame 65)  
2 x Crew's WC (Upper Deck - frame 30)

3.1.2 Three (3) of these toilets are new since 1995 and are only shown on the newer vessel drawing CMG05-442. They are:

Clerk / Passenger (Poop Deck - frame 58)  
2nd Engineer / Logistics Officer (Poop Deck - frame 50)  
3rd Engineer / Supernumerary Engineer (Poop Deck - frame 39)

3.1.3 The vacuum piping between the sewage plant and the watertight bulkhead at frame 37 is 2" Schedule 40 PVC pipe. The vacuum piping beyond the watertight bulkhead at frame 37 is mostly 2" Schedule 40 galvanized steel, with small sections of 2" Schedule 40 black iron pipe.

3.1.4 The vacuum piping reduces to 1-1/2" Schedule 40 at each toilet.

3.1.5 The estimated total length of all sewage vacuum piping is 500 feet. The estimated blockage is roughly 2/3 of the pipe volume.

3.1.6 The vacuum piping has multiple branches that extend as much as 60 feet from a main line. To ensure complete descaling, the Contractor must quote on descaling from each toilet to the sewage collection point.

#### 3.2 Drawings

3.2.1 The following drawings are to be considered for guidance:

Drawing Number	DRAWING TITLE
7328-817-01	Blackwater Piping and Toilet Diagram - Profile
CMG05-342-ME	Blackwater Piping and Toilet Diagram - Profile
G005-16-D	Griffon Black and Grey Water Treatment System Rev. 01
732905	General Arrangement sheets 1 & 2

### 3.3 Regulations and Standards

3.3.1 The following Standards and Regulations apply to work carried out in this section. The Contractor must ensure all work completed in this section meets these Standards and Regulations as well as any other pertinent Federal/Territorial Regulation or Standard:

	TITLE	SUPPLIED BY:
<b>FSM Procedures</b>		
7.B.5	Lockout and Tagout	CCG
7.E.3	Handling and Discharge of Black and Grey Water	CCG
7.E.5	Handling, Storage, and Disposal of Hazardous Materials	CCG
7.E.6	Handling and Discharge - Solid Waste	CCG
7.E.7	Environmental Stewardship	CCG
10.A.7	Contractor Safety and Security	CCG
CCGC 09-2021	COVID-19 - Health Screening Questionnaire for Canadian Coast Guard Personnel and Visitors Accessing CCG-only Regional Facilities and CCG Vessels	CCG
<b>Publications</b>		
<b>Standards</b>		
<b>Regulations</b>		
CSA 2001	Canada Shipping Act 2001	Contractor
Canada Labour Code	Canada Labour Code (R.S.C., 1985, c. L-2)	Contractor
MOHS	Maritime Occupational Health and Safety	Contractor

## 4.0 STATEMENT OF WORK

### 4.1 Details of Chemicals

4.1.1 The Contractor must supply and use a chemical descaler that is known to effectively break-up and completely dissolve struvite deposits in sewage vacuum piping. The Contractor must follow the manufacturer's recommendations for the use of the descaler. This includes but is not limited to diluted concentration, circulation flow rate, operational temp (i.e., preheating if necessary), and the total volume of chemical required to completely the piping of struvite.

- 4.1.2 The Contractor must follow the manufacturers recommended method of testing the chemical scaler for effectiveness during the descaling process. i.e., change in pH during use.
- 4.1.3 The chemical descaler must be safe for use with PVC, galvanized steel, and black iron piping.
- 4.1.4 At the end of this work, the Contractor must neutralize and safely dispose of all used and unused chemical descaler according to the manufacturer's instructions, and following all applicable federal, provincial, and municipal requirements.

## **4.2 Contractor Responsibilities**

- 4.2.1 The Contractor must provide 72 hours notice to the vessel before commencing the work.
- 4.2.2 The Contractor must supply all chemicals and equipment required to complete this scope of work. Based on the estimated length of pipe, the Contractor must determine what quantity of descaling chemical is required to complete this work.
- 4.2.3 The Contractor must provide all fluid hoses, air hoses, fittings, isolation valves, pumps, heaters, circulation tanks, catch pans, spill containing equipment, and any other items not specified that are required to complete this work.
- 4.2.4 The Contractor must have a drain inspection camera with a minimum of 100 feet. It should be capable of passing through 2" 90-degree short radius elbows.
- 4.2.5 The Contractor must make safe, isolate, disconnect and retain for re-use all piping, toilets, fittings, and interference items.
- 4.2.6 At the end of this work, the Contractor must remove all CFM (Contractor Furnished Material) isolation valves, reconnect all disturbed piping, reconnect all toilets to the vacuum piping. Where flanges have been broken, the Contractor must clean the flange faces and install new GSM (Government Supplied Material) gaskets. The system must be subjected to a vacuum test and the Contractor must repair any leaks on piping disturbed by the contractor.
- 4.2.7 The Contractor must contain and dispose of all used and unused chemicals according to local, provincial, and federal guidelines.
- 4.2.8 The Contractor must set up their equipment (chemical mixing tank, heaters, circulation pumps, etc.) on an open deck away from ventilation intakes. The Contractor must have in place a spill cofferdam, catch pans, neutralizing solutions, and absorbent material suitable for preventing and handling spills.
- 4.2.9 All Contractor hoses must be fitted with an isolation valve at their end, so that the hose can be isolated and disconnected without spilling any chemical. All Contractor hose connections must be secured (i.e., locking wire) and have catch pans placed under them when in use.
- 4.2.10 The Contractor must pressure test their hose connections at 60 PSI prior to circulation of any descaler solution through the vessel.
- 4.2.11 The Contractor must have a suitably ranged pressure gauge fitted to the discharge side of their circulation pump. The Contractor must monitor the pump pressure that may indicate pipe blockages during the descaling process.
- 4.2.12 Prior to procuring the descaler, the Contractor must provide the TA the details of the chemicals that the Contractor proposes to use. This must include copies of manufactures instructions for use, product data sheets, safety data sheets, and compatibility with piping materials on the vessel. The Contractor must demonstrate to the TA that the chemicals will not damage any of the vessel's systems.
- 4.2.13 The Contractor must provide a vacuum truck on site for the duration of the work. The truck must be in position and ready to evacuate the pipe system in case of spill.

- 4.2.14 The Contractor is responsible for the repair costs occurring from any spills in the vessel's accommodations that occur as a result of Contractor's equipment.

### **4.3 Vessel Responsibilities**

- 4.3.1 The TA will shut down, isolate, and lock-out the vessel's sewage plant for the duration of this work.
- 4.3.2 The TA will assist the Contractor in identifying pipe disconnect points, locations of toilets, and the recommended descaling sequence.
- 4.3.3 The TA will provide the Contractor with 120VAC electrical power supply.
- 4.3.4 The TA will provide the Contractor with compressed air at 90 PSI via one x ¼" ID hose from the vessel's compressed air system.
- 4.3.5 The TA will provide the Contractor with a potable water supply at 60 PSI via ½" garden hose.
- 4.3.6 The TA will provide the Contractor with crange for shipping and unshipping the Contractor's equipment onto the vessel's exterior decks, as required by the Contractor. The SWL of the aft crane is 1850 kg @ 9.8m. The SWL of the forward crane is 7711 kg @ 18.3m.
- 4.3.7 The TA will put protective deck coverings in accommodation areas where the Contractor is expected to work.

### **4.4 Details of Work**

- 4.4.1 The Contractor must disconnect, remove, and retain for reuse the piping from the 2 isolation valves in the sewage compartment and the vacuum check valve. The Contractor must ensure those valves are closed while the piping is disconnected and no sewage, waste, or chemicals spill into the space.
- 4.4.2 The Contractor must remove the 17 toilet rubber elbows and install CFM 1-1/2" NPT ball valves on the suction pipes at each of the toilet locations for that branch. It is not known if the toilet discharge valves will hold when the piping is pressurized, therefore ALL the toilets must be disconnected, and the piping fitted with an isolation valve prior to commencing the descaling work.
- 4.4.3 The Contractor must determine, with the TA, in which order to descale the piping. The order should be selected on overall efficiency and ensuring that no sections or branches are missed.
- 4.4.4 The Contractor must set up the descaling equipment on an outside deck. The Contractor, in consultation with the TA, will decide if the buoy deck or helicopter deck is more suitable.
- 4.4.5 The Contractor must run and connect hoses from the descaling equipment to the sewage unit compartment in a direct and efficient manner. This hose must be fitted with an isolation valve near its end, so that the hose can be isolated and moved without spilling any chemical. All hose connections must be secured (i.e., locking wire) and must have catch pans under.
- 4.4.6 The Contractor must run and connect hoses to the first toilet location to be descaled. This hose must be fitted with an isolation valve near its end, so that the hose can be isolated and moved without spilling any chemical. All hose connections must be secured (i.e., locking wire) and must have catch pans under.
- 4.4.7 The Contractor must conduct a pressure test to 60 psi and inspect for leaks at all isolation valves and hose connections.
- 4.4.8 The Contractor must circulate the descaling solution from the first toilet location to the sewage compartment for a minimum of 2 hours. After which, the piping is to be drained and inspected from the toilet end by pipe inspection camera to determine the effectiveness of descaling. After this inspection, the exact descaling techniques (i.e., chemical strength, solution temperature, flow rate, circulation time) can be adjusted to optimize the process.
- 4.4.9 The Contractor must continue to circulate the fluid at the first location until the pipe is proven clear.

- 4.4.10 The Contractor must isolate and disconnect the hose from the first toilet and move it to the second location to be descaled. This process will continue until all 17 toilets have been descaled.
- 4.4.11 During the descaling process, the Contractor must take and record periodic measurements of the descaling solution to determine the remaining active ingredients in the solution. This must be done according to manufacturer's recommendations. Should the active descaling chemicals become depleted during the process, the Contractor must either "top-up" or dispose of and renew the descaling solution.
- 4.4.12 After the descaling process is complete, the Contractor must remove, contain and dispose of all the descaling solution from the vessel piping.
- 4.4.13 The Contractor must flush any residual descaler and residue from the piping system by circulating fresh water through the piping. Fresh water circulation will be for 15 minutes or until clear. This can be done at key toilet locations at the end of branches rather than every toilet. For bidding purposes, the 7 flushing locations will be 1 x Passenger toilet, 3rd Engineer toilet, Senior Engineer toilet, 2nd Officer toilet, 3rd Officer toilet, Captain's toilet, and Wheelhouse toilet.
- 4.4.14 After flushing is complete, the Contractor must remove, contain, and dispose of the flushing water from the piping.
- 4.4.15 The Contractor must demonstrate to the TA, with the use of a suitable pipe inspection camera, the complete descaling of the sewage vacuum piping.
- 4.4.16 After approval from the TA, the Contractor must uninstall CFM 1-1/2" NPT ball valves on the suction pipes at each of the toilet locations for that branch and re-install the 17 toilet rubber elbows.
- 4.4.17 The Contractor must re-install the piping from the 2 isolation valves in the sewage compartment and the vacuum check valve.

## **5.0 PROOF OF PERFORMANCE**

### **5.1 Inspection Points**

- 5.1.1 The Contractor must present the descale sequence plan to the TA for acceptance prior to commencing the work.
- 5.1.2 The Contractor must pressure test the system to 60 PSI prior to circulating any fluids.
- 5.1.3 The Contractor must stop the descaling process after the first 2 hours, and with the use of a drain camera, inspect the piping with the TA.
- 5.1.4 The Contractor must, with the use of a drain camera, demonstrate to the TA that system has been descaled.

### **5.2 Testing / Trials**

- 5.2.1 The Contractor must assess the effectiveness of the process after 2 hours, and make any necessary adjustments to solution temperature, concentration, flow rate, and circulation time.

### **5.3 Documentation**

- 5.3.1 The Contractor must provide copies of all technical data sheets, safety data sheets, product data sheets, manufactures instructions for all products used in this work.
- 5.3.2 The Contractor must provide copies of all disposal manifests in accordance with federal, provincial, and municipal regulations.
- 5.3.3 The Contractor must supply a final report detailing the original condition of the piping, final condition of the piping, type and quantity of descaler used, optimal flow rate, solution temperature, and

Solicitation No. - N° de l'invitation  
F2599-220007  
Client Ref. No. - N° de réf. du client  
F2599-220007

Amd. No. - N° de la modif.  
File No. - N° du dossier  
047md F2599-220007

Buyer ID - Id de l'acheteur  
047md  
CCC No./N° CCC - FMS No./N° VME

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circulation time at each toilet connection point. The final report must include representative before and after photos of the internal pipes, as well as photos of the equipment layout during use. The report must be in PDF format.

**END OF DOCUMENT**

## ANNEX "B" – FINANCIAL BID

### BASIS OF PAYMENT

Annex B will form the Basis of Payment for the resulting Contract and should be filled in and submitted as a separate document titled "Volume II: Financial Bid" per instructions found in 3.1 Bid Preparation Instructions.

B1 Contract Firm Price (Known Work – Specified in Annex A)

A)

Item # in SOW	Description	Rate in CDN (\$)	Quantity	Total Firm Price CDN
2.1.5	Quote average of 4 hours of circulation per toilet	\$	17	\$
3.1.6	Descaling of each toilet to sewage collection point	\$	17	\$
4.2.2, 4.2.3, 4.2.7 & 4.4.12	Chemical and Equipment Cost including disposal	N/A	N/A	\$
4.2.4 & 4.4.14	Drain Inspection Camera Cost of completion inspection with TA	N/A	N/A	\$
4.2.5 & 4.2.6, 4.4.2 , 4.4.16 & 4.4.17	Isolate, Disconnect, retain and reconnect of listed materials and equipment (per toilet)	\$	17	\$
4.2.10	Pressure Test	N/A	N/A	\$
4.2.13	Cost of Vacuum Truck	N/A	N/A	\$
4.4.13 & 4.4.14	Fresh Water Flush and Disposal	N/A	N/A	\$
5.1.1	Descale Sequence Plan	N/A	N/A	\$
5.3.1 to 5.3.3	Copies of the listed sheets and instructions, disposal manifests and Final Report	N/A	N/A	\$
			TOTAL A)	\$

B)

Applicable taxes of Total A) only:	\$
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C)

Total firm Price including Applicable Taxes [A+B]	\$
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## 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 (Bidder's Firm Hourly Rate) \$\_\_\_\_\_, 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.

## 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



Solicitation No. - N° de l'invitation  
F2599-220007  
Client Ref. No. - N° de réf. du client  
F2599-220007

Amd. No. - N° de la modif.  
File No. - N° du dossier  
047md F2599-220007

Buyer ID - Id de l'acheteur  
047md  
CCC No./N° CCC - FMS No./N° VME

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: \$ \_\_\_\_\_
- b. For a Non-Working Day: \$ \_\_\_\_\_

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

## ANNEX "C" – FEDERAL CONTRACTORS

### 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.

Solicitation No. - N° de l'invitation  
F2599-220007  
Client Ref. No. - N° de réf. du client  
F2599-220007

Amd. No. - N° de la modif.  
File No. - N° du dossier  
047md F2599-220007

Buyer ID - Id de l'acheteur  
047md  
CCC No./N° CCC - FMS No./N° VME

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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" - WARRANTY**

### **WARRANTY**

#### **Procedures**

##### **D1. Scope**

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

##### **D2. 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. Since the INSPECTION AUTHORITY has the closest and most active involvement of the contracted work completed this agency must assume this role.

##### **D3. 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 Appendix 1 to Annex E – Warranty Claim Form, found in Annex K 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 and 3 of the Warranty Claim Form with the appropriate information and forward it to the Contracting Authority who will distribute copies as necessary.
- c. When a warranty defect claim is disputed by the Contractor, the 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 manhours 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.

D4. 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 manhours 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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## **ANNEX "E"- PROCEDURE FOR UNSCHEDULED WORK**

### **PROCEDURE FOR UNSCHEDULED WORK**

#### **E1. 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.

#### **E2. 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.

#### **E3. 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.

- a. 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 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

Solicitation No. - N° de l'invitation  
F2599-220007  
Client Ref. No. - N° de réf. du client  
F2599-220007

Amd. No. - N° de la modif.  
File No. - N° du dossier  
047md F2599-220007

Buyer ID - Id de l'acheteur  
047md  
CCC No./N° CCC - FMS No./N° VME

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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".

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.

#### E4. 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).



## ANNEX "F" – MANDATORY CHECKLIST

### DELIVERABLES/CERTIFICATIONS

#### F1 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 with the Bidder's tender to be deemed responsive are summarized below.

The Bidder must submit a completed Annex "F1" Deliverables/ Certifications.

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.

Item	Description	Completed and Attached (Provide Volume #, Page # and Section where located in the Bid)
1	Invitation To Tender document part 1 page 1 completed and signed;	Vol # _____ Page # _____ Section _____
2	Completed Annex "B" Basis of Payment", including clauses B1 through B4;	Vol # _____ Page # _____ Section _____
4	Completed Annex "F1" Deliverables/Certifications;	Vol # _____ Page # _____ Section _____
5	Former Public Servant per clause 2.3	Vol # _____ Page # _____ Section _____
6	Changes to Applicable Laws (if any), as per clause 2.5	Vol # _____ Page # _____ Section _____
7	Integrity Provisions –section 5.1.1 if applicable and section 5.2.1	Vol # _____ Page # _____ Section _____
8	Covid-19 Vaccination Requirement Certification- Section 5.1.2.1	Vol # _____ Page # _____ Section _____
9	Federal Contractors Program for Employment Equity, Per section 5.2.2 and by Completing Annex "C"	Vol # _____ Page # _____ Section _____
10	Details of Environmental Emergency Response Plan, Details of Formal Environmental Training as per Clause 6.3	Vol # _____ Page # _____ Section _____

Solicitation No. - N° de l'invitation  
F2599-220007  
Client Ref. No. - N° de réf. du client  
F2599-220007

Amd. No. - N° de la modif.  
File No. - N° du dossier  
047md F2599-220007

Buyer ID - Id de l'acheteur  
047md  
CCC No./N° CCC - FMS No./N° VME

11	Proof of good standing with Worker's Compensation Board, as per clause 6.4	Vol # _____ Page # _____ Section _____
12	Objective evidence of documented Health and Safety System, as per clause 6.5	Vol # _____ Page # _____ Section _____
13	List of Proposed Subcontractors, as per clause 6.6	Vol # _____ Page # _____ Section _____

## F2 Deliverables after Contract Award

Item	Description	Reference	Due By
1	CCG Covid-19 Health Screening and Testing Protocol	Clause 5.1.2.2 and Annex "G"	Prior to Boarding the Vessel. Details to be confirmed with the TA
2	Quality Control Plan	Clause 6.7	10 working days prior to commencing of the work on the Vessel
3	Inspection and Test Plan	Clause 6.8	10 working days prior to commencing of the work on the Vessel

Solicitation No. - N° de l'invitation  
F2599-220007  
Client Ref. No. - N° de réf. du client  
F2599-220007

Amd. No. - N° de la modif.  
File No. - N° du dossier  
047md F2599-220007

Buyer ID - Id de l'acheteur  
047md  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX "G" – CCGS 21-2021 FORM**

CCGS 21-2021 : COVID-19 - Health Screening Questionnaire and COVID-19 Testing Protocol for Canadian Coast Guard (CCG) Personnel and Persons Seeking Access to CCG Installations, Vessels, Helicopters and Vehicles

(Attached as separate document)

Solicitation No. - N° de l'invitation  
F2599-220007  
Client Ref. No. - N° de réf. du client  
F2599-220007

Amd. No. - N° de la modif.  
File No. - N° du dossier  
047md F2599-220007

Buyer ID - Id de l'acheteur  
047md  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX “H” - TEMPLATES**

### **TEMPLATES**

Progress Report (If requested),  
Log/Meeting/Actions,  
Form PWGSC 1379, and  
Warranty Claim Form

Solicitation No. - N° de l'invitation  
F2599-220007  
Client Ref. No. - N° de réf. du client  
F2599-220007

Amd. No. - N° de la modif.  
File No. - N° du dossier  
047md F2599-220007

Buyer ID - Id de l'acheteur  
047md  
CCC No./N° CCC - FMS No./N° VME

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## Progress Report

**Vessel: CCGS**

**(Name of Vessel)**

Company Name: \_\_\_\_\_  
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
- B. Inspection and Test Plan (ITP) FORM

Buyer ID - Id de l'acheteur  
047md  
CCC No./N° CCC - FMS No./N° VME

[illegible]

Buyer ID - Id de l'acheteur  
047md  
CCC No./N° CCC - FMS No./N° VME

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Buyer ID - Id de l'acheteur  
047md  
CCC No./N° CCC - FMS No./N° VME

LABOUR HOURS																		
PWGSC Contract #	0																	
Work Order	0	Note: Trades in red font below are suggestions																
Project:	0																	
1379 Form Serial #	00-Jan-00																	
WORK DESCRIPTION:		TECHNICIAN	DRAFTMAN	LABOR	ENGINEERING	OTHER TRADES											TOTAL HOURS	
Enter individual job or action		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				0.0	
Enter individual job or action		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				0.0	
Enter individual job or action		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				0.0	
Enter individual job or action		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				0.0	
Enter individual job or action		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				0.0	
Enter individual job or action		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				0.0	
Enter individual job or action		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				0.0	
Enter individual job or action		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				0.0	
Enter individual job or action		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				0.0	
Enter individual job or action		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				0.0	
Enter individual job or action		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				0.0	
Enter individual job or action		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				0.0	
Enter individual job or action		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				0.0	
Enter individual job or action		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				0.0	
Enter individual job or action		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				0.0	
Enter individual job or action		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				0.0	
Enter individual job or action		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				0.0	
Enter individual job or action		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				0.0	
Enter individual job or action		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				0.0	
Enter individual job or action		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				0.0	
Enter individual job or action		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				0.0	
Enter individual job or action		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				0.0	
Enter individual job or action		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				0.0	
Enter individual job or action		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				0.0	
Enter individual job or action		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				0.0	
Enter individual job or action		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				0.0	
Enter individual job or action		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				0.0	
Enter individual job or action		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				0.0	
Enter individual job or action		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				0.0	
Enter individual job or action		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				0.0	
Enter individual job or action		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				0.0	
Enter individual job or action		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				0.0	
Enter individual job or action		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				0.0	
Enter individual job or action		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				0.0	
Enter individual job or action		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				0.0	
Enter individual job or action		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				0.0	
Enter individual job or action		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				0.0	
Enter individual job or action		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				0.0	
Enter individual job or action		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				0.0	
Enter individual job or action		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				0.0	
Enter individual job or action		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				0.0	
Enter individual job or action		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				0.0	
Enter individual job or action		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				0.0	
Enter individual job or action		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				0.0	
Enter individual job or action		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				0.0	
Enter individual job or action		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				0.0	
Enter individual job or action		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				0.0	
Enter individual job or action		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				0.0	
Enter individual job or action		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				0.0	
Enter individual job or action		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				0.0	
Enter individual job or action		0.																



Buyer ID - Id de l'acheteur  
047md  
CCC No./N° CCC - FMS No./N° VME


Page 54 of - de 59

Solicitation No. - N° de l'invitation  
F2599-220007  
Client Ref. No. - N° de réf. du client  
F2599-220007

Amd. No. - N° de la modif.  
File No. - N° du dossier  
047md F2599-220007

Buyer ID - Id de l'acheteur  
047md  
CCC No./N° CCC - FMS No./N° VME

## ANNEX E – APPENDIX 1

	Travaux publics et Services gouvernementaux Canada	Public Works and Government Services Canada			
			APPENDIX 1 TO ANNEX E		
<b>WARRANTY CLAIM FORM (Refit)</b>					
<b>FORMULAIRE DE RÉCLAMATION DE GARANTIE (Radoub)</b>					
Vessel Name - Nom du navire		File No. - No. du dossier		Contract No. - No. du contrat	
Customer Department - Ministère client				Warranty Claim Serial No. No. de série de réclamation de garantie	
<b>Defect's Impact on Vessel's Operations</b> <b>Conséquence du défaut sur les opérations du navire</b>			<b>The Defect Must Be Corrected;</b> <b>Le défaut doit être corrigé;</b>		
Vessel out of service Navire hors d'usage	Vessel Limited Operation Opération réduite du navire	No immediate consequence Sans conséquence immédiate	Immediately Immédiatement	When directed by Canada Tel qu'avisé par le Canada	To be agreed between Canada and Contractor À être entendue entre le Canada et l'entrepreneur
<b>1. Description of the Defect - Description du défaut</b>					
<b>Note:</b> This section must be filled by Technical Authority (TA) in consort with the Ship's Staff (on site responsible) . On a determination of a valid claim, the TA will forward the claim to the Contractor and CC the Contracting Authority (CA). - Cette section doit être complétée par l'Autorité Technique conjointement avec l'équipage (responsable sur place). Si la réclamation est jugée valable l'AT transmettra la réclamation à l'entrepreneur avec copie à l'Autorité Contractante (AC).					
Reference to Contract Article and/or Specification No. Référence à l'article du contrat et/ou devis no.					
<b>Description</b>					
Prepared by the on site responsible Préparé par le responsable sur place		Date	Approved by Technical Authority Approuvé par l'Autorité Technique		Date

Solicitation No. - N° de l'invitation  
F2599-220007  
Client Ref. No. - N° de réf. du client  
F2599-220007

Amd. No. - N° de la modif.  
File No. - N° du dossier  
047md F2599-220007

Buyer ID - Id de l'acheteur  
047md  
CCC No./N° CCC - FMS No./N° VME

<b>2. Contractor's Investigation and Position - Examen et position de l'entrepreneur</b>					
<b>Note:</b> The Contractor must investigate the claim, determine its position, complete this section 2 and return the claim to the TA and cc the CA. - L'entrepreneur doit faire l'examen de la réclamation, déterminer sa position, compléter la présente section 2 et retourner la réclamation l'AT avec copie à l'AC.					
Contractor recognizes its total responsibility and will proceed with corrective action(s) L'entrepreneur reconnaît son entière responsabilité et corrigera le défaut					
Provide details on action(s) to take place with date and location. Fournir les détails de(s) action(s) qui seront prise ainsi que la date et le lieu.					
Contractor recognizes a partial responsibility. L'Entrepreneur reconnaît une responsabilité partielle.					
Provide details supporting the above position with proposed sharing. Fournir les détails justifiant la position ci-dessus ainsi que le partage proposé.					
Contractor disclaims any responsibility. L'entrepreneur refuse toute responsabilité.					
Provide details supporting the above position. Fournir les détails justifiant la position ci-dessus					
Contractor's representative Représentant de l'entrepreneur					Date

Buyer ID - Id de l'acheteur  
047md  
CCC No./N° CCC - FMS No./N° VME

Solicitation No. - N° de l'invitation  
F2599-220007  
Client Ref. No. - N° de réf. du client  
F2599-220007

Amd. No. - N° de la modif.  
File No. - N° du dossier  
047md F2599-220007

Buyer ID - Id de l'acheteur  
047md  
CCC No./N° CCC - FMS No./N° VME

<b>5. Work Acceptance and Warranty Claim Closing - Acceptation des travaux et fermeture de la réclamation de garantie</b>					
<b>Valid claim corrected by the Contractor and work accepted by Canada - Réclamation valable corrigée par l'entrepreneur et travaux acceptés par le Canada</b>					
Remarks Remarques					
Contractor's representative - Représentant de l'entrepreneur			Inspection Authority - Autorité d'inspection		
Date			Date		
<b>Valid claim corrected by the Contractor and Canada and work accepted by Canada - Réclamation valable corrigée par l'entrepreneur et le Canada et travaux acceptés par le Canada</b>					
Remarks Remarques					
Contractor's representative - Représentant de l'entrepreneur			Inspection Authority - Autorité d'inspection		
Date			Date		
Technical Authority- Autorité technique			Contracting Authority - Autorité contractante		
Date			Date		
<b>Valid claim corrected by Canada and work accepted by Canada - Réclamation valable corrigée par le Canada et travaux acceptés par le Canada</b>					
Remarks Remarques					
Inspection Authority - Autorité d'inspection			Technical Authority- Autorité technique		
Date			Date		
Contracting Authority - Autorité contractante					
Date					
<b>Invalid claim - Réclamation non fondée</b>					
Remarks Remarques					
Technical Authority- Autorité technique			Contracting Authority - Autorité contractante		
Date			Date		

Solicitation No. - N° de l'invitation  
F2599-220007  
Client Ref. No. - N° de réf. du client  
F2599-220007

Amd. No. - N° de la modif.  
File No. - N° du dossier  
047md F2599-220007

Buyer ID - Id de l'acheteur  
047md  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX "I" – QUESTIONS AND ANSWERS (BIDDING PERIOD)**

Questions and Answers (Bidding Period)