



## RETURN BIDS TO:

## RETOURNER LES SOUMISSIONS À:

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

1713 Bedford Row

Halifax, N.S./Halifax, (N.É.)

Halifax

Nova Scotia

B3J 1T3

Bid Fax: (902) 496-5016

## REQUEST FOR PROPOSAL

## DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government  
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du**

**fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Atlantic Region Acquisitions/Région de l'Atlantique  
Acquisitions

1713 Bedford Row

Halifax, N.S./Halifax, (N.É.)

Halifax

Nova Scot

B3J 1T3

<b>Title - Sujet</b> MV Confederation Sewage Treatment	
<b>Solicitation No. - N° de l'invitation</b> T2012-220031/A	<b>Date</b> 2022-09-06
<b>Client Reference No. - N° de référence du client</b> T2012-22-0031	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$HAL-202-11569	
<b>File No. - N° de dossier</b> HAL-2-89028 (202)	<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> Atlantic Daylight Saving Time ADT <b>on - le 2022-10-06</b> Heure Avancée de l'Atlantique HAA	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Young, Chris	<b>Buyer Id - Id de l'acheteur</b> hal202
<b>Telephone No. - N° de téléphone</b> (902) 476-8829 ( )	<b>FAX No. - N° de FAX</b> (902) 496-5016
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF TRANSPORT PROGRAMS HERITAGE COURT 95 FOUNDRY ST P.O. BOX 42 MONCTON NEW BRUNSWICK E1C 8K6 CANADA	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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Solicitation No. - N° de l'invitation  
T2012-22031/A  
Client Ref. No. - N° de réf. du client  
T2012-23-0031

Amd. No. - N° de la modif.  
File No. - N° du dossier  
HAL-2-89028

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

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

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

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

### **1.2 Summary**

#### **1.2.1 The Contractor must:**

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

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

### **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) 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 (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

## 2.2 Submission of Bids

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

### 1. epost Connect :

[TPSGC.RARceptionSoumissionsNE-ARBidReceivingNS.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RARceptionSoumissionsNE-ARBidReceivingNS.PWGSC@tpsgc-pwgsc.gc.ca)

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

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

### 2. Via Facsimile :

Facsimile number: 902-496-5016

## 2.3 Enquiries - Bid Solicitation

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

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

## 2.4 Applicable Laws

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

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

## **2.5 Bidders' Conference**

A bidders' conference will be held via teleconference on September 16<sup>th</sup>, 2022. The conference will begin at 1:00 PM ADT. The scope of the requirement outlined in the bid solicitation will be reviewed during the conference and questions will be answered. It is recommended that bidders who intend to submit a bid attend or send a representative.

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

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

## **2.6 Optional Site Visit**

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held on board *MV Confederation* on September 15<sup>th</sup> 2021, beginning at 1145 local time at 3722 Highway 106, Caribou, Nova Scotia B0K 1H0.

Since the vessel will be in operation, Bidders or their representative will be required to embark on the vessel and sail from Caribou, NS to Wood Islands, PE and return. Further details will be provided when registering for the site visit. Vessel departs at 1145.

Bidders are requested to communicate with the Contracting Authority no later than September 13<sup>th</sup> 2022 to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

## **2.7 Work Period – Marine - Bid**

Work must commence and be completed as follows:

Commence: 3 January 2023

Complete: 27 February 2023.

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

## **2.8 Project Schedule**

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

## **2.9 Workers Compensation Certification- Letter of Good Standing**

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

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

## 2.10 Welding Certification - Bid

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

## 2.11 Bid Challenge and Recourse Mechanisms

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

## 2.12 SAAC Manual Clauses

### List of Proposed Subcontractors

If the bid includes the use of subcontractors, the Bidder agrees, upon request from the Contracting Authority, to provide a list of all subcontractors including a description of the things to be purchased, a description of the work to be performed 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.

A7035T (2007-05-25) List of Proposed Sub-contractors

### Valid Labour Agreement

Where the Bidder has a labour agreement, or other suitable instrument, in place with its unionized labour, it must be valid for the proposed period of any resulting contract. Documentary evidence of the agreement or suitable instrument must be provided on or before bid closing date.

A9125T (2007-05-25) Valid Labour Agreement

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

### **3.1 Bid Preparation Instructions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



### **3.1.3 SACC Manual Clauses**

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

### **Section III: Certifications**

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

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

### **4.1 Evaluation Procedures**

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

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

Bids must meet all Mandatory Criteria MT1 – MT11 as stated in Annex “H” Contractor Selection Method – Selection Criteria.

The Bidder's proposal must meet all mandatory requirements in order to be evaluated. The bidder is to provide proof that each mandatory requirement is met. Failure to do this will result in no further evaluation being conducted. Bidders must complete the checklist provided in Annex “H” and include it in the bid submission package.

##### **4.1.1.2 Point Rated Technical Criteria**

All bids will be point-rated as per Technical Merit criteria TM1 – TM6 as detailed in Annex “H” Contractor Selection Method – Selection Criteria.

#### **4.1.2 Financial Evaluation**

SACC Manual Clause A0220T (2014-06-26), Evaluation of Price-Bid

### **4.2 Basis of Selection**

#### **4.2.1 Highest Combined Rating of Technical Merit and Price**

A0027T (2012-07-16) Basis of Selection - Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and

- c. obtain the required minimum points specified for criteria numbers 1, 3, 4, 5 and 6 for the technical evaluation, and
  - d. obtain the required minimum of 15 points overall for the technical evaluation criteria which are subject to point rating.
- The rating is performed on a scale of 40 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
  3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60 % for the technical merit and 40 % for the price.
  4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
  5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%
  6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
  7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 40 and the lowest evaluated price is \$45,000 (45).

<b>Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)</b>				
		<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>		38/40	28/40	32/40
<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$38/40 \times 60 = 57$	$28/40 \times 60 = 43.5$	$32/40 \times 60 = 48$
	<b>Pricing Score</b>	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36$	$45/45 \times 40 = 40.00$
<b>Combined Rating</b>		89.73	79.50	88.00
<b>Overall Rating</b>		1st	3rd	2nd

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## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

### 5.1 Certifications Required with the Bid

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

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

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

### 5.2 Certifications Precedent to Contract Award and Additional Information

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

#### 5.2.1 Integrity Provisions – Required Documentation

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

#### 5.2.2 Additional Certifications Precedent to Contract Award

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

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## PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

### 6.1 Security Requirements

There is no security requirement associated with the requirement.

### 6.2 Financial Capability

SACC *Manual* clause A9033T (2012-07-16) Financial Capability

### 6.3 Insurance Requirements

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

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

### 6.4 ISO 9001:2015 - Quality Management Systems

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

## PART 7 - RESULTING CONTRACT CLAUSES

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

### 7.1 Requirement

The Contractor must:

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

### 7.2 Standard Clauses and Conditions

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

#### 7.2.1 General Conditions

2030 (2022-05-12), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

#### 7.2.2 Supplemental General Conditions

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

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### 7.3 Security Requirements

7.3.1 There is no security requirement applicable to the Contract.

### 7.4 Term of the Contract

#### 7.4.1 Period of the Contract

The period of the Contract is from date of Contract to April 15<sup>th</sup>, 2023.

#### 7.4.2 Work Period – Marine - Contract

Work on board the vessel must commence and be completed as follows:

Commence: 3 January 2023

Complete: 27 February 2023.

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

### 7.5 Authorities

#### 7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

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

Telephone: 902-476-8829

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

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

#### 7.5.2 Technical Authority

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

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

Title: Technical Advisor

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

Solicitation No. - N° de l'invitation  
T2012-22031/A  
Client Ref. No. - N° de réf. du client  
T2012-23-0031

Amd. No. - N° de la modif.  
File No. - N° du dossier  
HAL-2-89028

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

Telephone: \_\_\_\_\_

E-mail address: \_\_\_\_\_

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the 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 Contractor's Representative

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

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail address: \_\_\_\_\_

## 7.6 Payment

### 7.6.1 Basis of Payment

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

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

### 7.6.2 Limitation of Price

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

### 7.6.3 Single Payment

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

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

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

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

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

#### **7.7 Invoicing Instructions**

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

Invoices must be distributed as follows:

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

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

The original invoice must be sent for verification to:

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

Att.: Chris Young

#### **7.8 Project Schedule**

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

#### **7.9 Progress Meetings**

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

#### **7.10 Welding Certification - Contract**

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

- 
- a. CSA W47.1 (current version), Certification of Companies for Fusion Welding of Steel (Division 2).

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

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

#### **7.11 Inspection and Acceptance**

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

#### **7.12 Outstanding Work and Acceptance**

The Inspection Authority, in conjunction with the Contractor, will prepare a list of outstanding work items at the end of the work period. This list will form the annexes to the formal acceptance document for the vessel. A contract completion meeting will be convened by the Inspection Authority on the work completion date to review and sign off the form PWGSC-TPSGC 1205, Acceptance. In addition to any amount held under the Warranty Holdback Clause, a holdback of twice the estimated value of outstanding work will be held until that work is completed.

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

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

#### **7.13 Vessel Warranty – Refit and Repair**

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

"08 Warranty"

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

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



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

Original cost to Canada of the underwater painting work, divided by 365 days and multiplied by the number of days remaining in the warranty period. The resultant sum would represent the "Dollar Credit" due to Canada from the Contractor.

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

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

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

for all outstanding defects, deviations, and work items listed on the Acceptance Document at Delivery, the warranty will be ninety (90) days from the subsequent date of acceptance for each item.

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

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

#### **7.14 Warranty – Contractor responsible for all costs**

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

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

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

All other provisions of the warranty section remain in effect.

#### **7.15 Certifications and Additional Information**

##### **7.15.1 Compliance**

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

##### **7.15.2 SACC Manual Clauses**

A0285C (2007-05-25)	Workers Compensation
A9047C (2008-05-12)	Title to Property – Vessel
B5007C (2010-01-11)	Procedures for Design Change or Additional Work

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B6100C (2008-05-12)	Stability
B9035C (2008-05-12)	Progress Meetings
A0290C (2008-05-12)	Hazardous Waste – Vessels
A9055C (2010-08-16)	Scrap and Waste Material
A9068C (2010-01-11)	Government Site Regulations
B1501C (2018-06-31)	Electrical Equipment
A9006C (2012-07-16)	Defence Contract
A0032C (2011-05-16)	Vessel Manned Refits
B9014C (2013-04-25)	Outstanding Work and Acceptance - Civilian

#### **7.16 Applicable Laws**

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

#### **7.17 Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 1029 (2018-12-06);
- (c) the general conditions 2030 (2022-05-12);
- (d) Annex "A", Statement of Work;
- (e) Annex "B", Basis of Payment;
- (f) Annex "F", Financial Bid Presentation Sheet;
- (g) Annex "C", Insurance Requirements;
- (i) the Contractor's bid dated \_\_\_\_\_

#### **7.18 Insurance Requirements**

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

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

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

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

---

Design and development.

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

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

The Contractor must provide the Inspection Authority or designate with the accommodation and facilities required for the proper accomplishment of GQA and must provide any assistance required by the Inspection Authority for evaluation, verification, validation, documentation or release of product. The Inspection Authority or designate must have the right of access to any area of the Contractor's or Subcontractor's facilities where any part of the Work is being performed.

The Inspection Authority or designate must be afforded unrestricted opportunity to evaluate and verify Contractor conformity with Quality System procedures and to validate product conformity with contract requirements. The Contractor must make available, for reasonable use by the Inspection Authority or designate, the equipment necessary for all validation purposes. Contractor personnel must be made available for operation of such equipment as required.

When the Inspection Authority or designate determines that GQA is required at a subcontractor's facilities, the Contractor must provide for this in the purchasing document and forward copies to the Inspection Authority or designate, together with relevant technical data as the Inspection Authority or designate may request. The Contractor must notify the Inspection Authority or designate of non-conforming product received from a subcontractor when the product has been subject to GQA.

#### **7.20 Dispute Resolution**

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

## ANNEX "A"

### STATEMENT OF REQUIREMENT

#### A1 - BACKGROUND

##### 1.1 Mandate

The roll-on/roll-off passenger vessel M.V. Confederation, owned by Transport Canada (TC), requires the Sewage Treatment Plant to be replaced. The ship is currently fitted with a Hamworthy Super Trident ST-25 Sewage Treatment Unit, with a 17.5 m<sup>3</sup>/day hydraulic flow. The unit is still operational but is coming to the end of its service life.

##### 1.2 MV Confederation Marine Sewage Plant Replacement

The MV Confederation, operated by Northumberland Ferries Limited, provides service between Wood Island, P.E.I. and Caribou, N.S. The ship operates from May to December and is laid up in Caribou N.S for the winter months. The vessel is "in-class" and delegated to Lloyd's Register.

The Confederation is certified to carry 600 passengers and 18 crew for a total complement of 618 persons.

The vessel is Classed LRS +100A1, "Ferry gulf of St. Lawrence Coastal in ice-free conditions".

The replacement sewage unit will have to meet present regulations and hydraulic demands of existing unit.

##### 1.3 Vessel Particulars of MV Confederation

OWNER	GOVERNMENT OF CANADA (TC)
OPERATOR	NORTHUMBERLAND FERRIES LTD
YEAR BUILT	1992- ENTERED SERVICE 1993
BUILDER	PICTOU INDUSTRIES LTD
HOME PORT	OTTAWA ON.
IMO #	9050008
OFFICIAL NUMBER	815540
GROSS TONNAGE	8061
REGISTERED TONNAGE	5998
CLASS	LRS + 100A1 " FERRY GULF OF ST-LAWRENCE COASTAL SERVICE IN ICEFREE CONDITIONS"
PASSENGER CAPACITY	600 PASSENGERS + 18 CREW
VEHICLE CAPACITY	215 CARS OR 16 TRUCKS
LENGTH OVERALL	114.2 M
LENGTH BETWEEN PERPENDICULARS	97.4 M
BREADTH MOULDED	18.77 M
DEPTH MOULDED TO VEHICLE DECK	5.4 M
DRAFT- ALL SEASON (FULL)	4.44 M
LIGHTSHIP	3112 TONNE
DEADWEIGHT AT DRAFT( FROM NEW LIGHTSHIP)	1586 TONNE
FRAME SPACING	600 MM
SPEED	18 KNOTS
LANE METERS	1045 METERS
MAIN ENGINES	2X WARTSILA WINCHMANN,MODE 10V28B RATED AT 3875 BHP @ 600 RPM
GENERATORS	3 X Caterpillar 3408B rated @ 507 bhp,380 KW @ 1800

CENTRAL REDUCTION GEAR/CLUTCHES	1x Valmet M2HC-1387, double input, double output
REDUCTION GEARS/CLUTCHES	2X Volda ACG-750H
PROPELLER HUBS	2 X Winchmann 9 PR4-13JS3 (ccw) , 9PR4-13IS3 (CW)

## A2 – GENERAL INFORMATION

### 2.1 Purpose

- 2.1.1 The purpose of this Statement of Requirement (SOR) is to solicit a Supplier specializing in marine sewage systems to disconnect, dismantle and remove the existing sewage treatment plant and supply, install and commission the necessary replacement equipment onboard the MV Confederation. It is intended that the replacement system be a complete “turnkey” package that will include detailed specifications and the necessary drawings. It is understood that the Supplier will supply the equipment and have the Original Equipment Manufacturer (OEM) Field Service Representative (FSR) present to oversee the commissioning, set to work and certification of the system.
- 2.1.2 The successful Supplier is responsible for all material and work required in completing the supply, delivery, and installation, including all travel and living expenses. Any sub contract work required to complete the installation will be the sole responsibility of the contractor. The vessel will be docked in Caribou NS or Pictou NS during the installation phase, most likely in January to end of February 2023.
- 2.1.3 The successful contractor will be required to remove the old system onboard the vessel and replace it with a new modern system/equipment that will meet present regulations for the operating locations of the vessel. The new system must be capable of managing the same hydraulic load as the existing unit (17.5 m³ /day). The new system is to be installed in its final position without disturbing other machinery in the generator room by either using a “retrofit package” scheme or a “ flat pack” scheme used by manufacturers.
- 2.1.4 The Confederation uses a vacuum system for the black water. The new system will be supplied by the Contractor. The old system will be cleaned and sanitized before disposal by the bidder in an environmentally friendly manner.
- 2.1.5 The successful Contractor is responsible to ensure that all the supplied equipment is approved by a Class Society acting as a Recognized Organization (RO) for TCMSS and accepted by LR (LLOYD'S REGISTER).
- 2.1.6 A site visit will be arranged for interested bidders to determine all specificities of the arrangements onboard (mechanical, piping and electrical) and routing of new equipment to final destination. The date of visit and location of vessel will be determined during the solicitation phase so as to permit any potential Contractors/Suppliers to view the vessel.
- 2.1.7 The proposed equipment must currently be in marine service and must have Original Equipment Manufacturer (OEM) representation in Canada. The Manufacturer's appointed service organization must hold a stock of essential spares and be capable of providing qualified field service representatives (FSR), thorough component documentation support, with the capability to provide technical support for standard overhaul as well as repair. The service organization must be capable of delivering these services and parts to Caribou N.S., Wood Island P.E.I as well as all major shipyards and ports located on the east coast of Canada.

## **2.2 Bid Submission Package**

- 2.2.1 The bidder must include within the bid submission package a completed reference document entitled "Requirements Reference Section" which will serve to indicate the pages and paragraph number within the bid submission package where the requirements stated within the specification are met.
- 2.2.2 The bidder must supply one copy of each of the following:
- a. Technical data listed in part 3 of this SOR.
  - b. Regulatory Compliance documentation with reference to part 4 of this SOR.
  - c. Manufacturers published maintenance schedule for the equipment comprising of the proposed sewage unit plant.
  - d. Manufacturers published sales, technical specifications and detailed instructions for the proposed sewage system plant.
  - e. Confirmation that testing and commissioning will be supervised by an Original Equipment Manufacturer (OEM) trained Field Service Representative (FSR).
  - f. Quotation for supply, delivery and installation of the sewage plant and associated auxiliaries and piping and electrical connections.
  - g. OEM field service rates (current).

## **A3 – DESCRIPTION OF WORK**

### **3.1 Equipment to be Removed**

- 3.1.1 The existing sewage plant, after being cleaned by the contractor, including pumps and motors and redundant piping/ electrical material to be removed from generator room to the disposal facility.
- 3.1.2 The best route for removal of old system and bringing down new system is through a soft patch from the "A" vehicle deck to Generator room. It is the responsibility of the Contractor to remove and reinstall the soft patch in good order and to erect safety barrier around the soft patch on A deck while in use.

### **3.2 Equipment to be Installed**

- 3.2.1 The Contractor will be required to supply and install the sewage plant and associated piping connections, as well as the electrical components to be incorporated into existing system/infrastructure.
- 3.2.2 The sewage system to be supplied must consist of a system that can handle a hydraulic load of 17.5 meter cube per day and be IMO MEPC 227 (64) certified. A retrofit type unit or a retrofit "flat pack" solution that can fit through the soft patch between vehicle deck "A" and generator room is the only solution. The system must be fitted with two (2) vacuum sewage collection pumps. The unit must come with a standby blower and a standby discharge pump as well as a macerator. The discharge pumps must be capable of handling solid waste. The new system must also fit in the space previously occupied by the "existing" unit. The foundation can be modified by the contractor in order to install the new sewage plant as required (modifications are to be approved by Class, in advance). The modifications to the foundation is to be carried out by the contractor and any replacement and/or disturbed steel work must be coated as per ship's paint scheme.

### 3.3 Functionalities of the New Sewage Plant

- 3.3.1 The new sewage plant must be capable of processing 17.5 cubic meters of combined gray and black water in a twenty four (24) hour period.
- 3.3.2 The size of new unit once built up must be similar or smaller than the existing system as the space is finite in the generator room compartment. The Contractor must provide the dimensions of the fully assembled system as part of their proposal.
- 3.3.3 If the disinfection system utilizes a chlorination methodology then a de-chlorination is mandatory and must be included in the supplier's proposal.
- 3.3.4 The supplier's proposal can include a UV light for the disinfection process.
- 3.3.5 The new generation of technology known as Advance Wastewater Treatment Systems (AWTS) would be a preferred system.
- 3.3.6 The Sewage Treatment Plant (STP) must be fully automated and be able to run continuously.
- 3.3.7 The STP must include 1 duty and 1 standby discharge pump suitable for pumping sewage. The discharge pump must be capable of operating in auto or manual mode. When the pump is in auto mode , all pump function must be controlled and the controls must prevent the pump from running dry.
- 3.3.8 The STP must be fitted with all piping and valves required for operation up to the discharge isolation valve to the ship's system.
- 3.3.9 The STP must include 1 duty and 1 standby air compressor complete with discharge valves.
- 3.3.10 The STP must be complete with all valves required for operation and isolation from the vacuum piping inlet up to and including the discharge pumps
- 3.3.11 The STP must be fitted with a macerator complete with isolating valves.
- 3.3.12 All components and valves must be marked with permanent markings referencing their schematic location and operational description in English.
- 3.3.13 The STP must include a fully enclosed control panel, complete with all controls required for fully automated and manual control of all function required for the system to operate.
- 3.3.14 The control panel must:
  - i) Have an Ingress Protection (IP) Rating of no less than 54, or equivalent.
  - ii) Have separate visual indication for at minimum: Power available, blower Running, pump Running, high Level, High High level, low level and common alarm for other alarms.
  - iii) Have as a minimum 2 Voltage free contacts for remote indication of an alarm state. Automatic start/hand start/off switches for all pumps and blowers and macerator.
  - iv) Have anti-vibration mounts.
  - v) Interface with effluent quality monitor.
- 3.3.15 The STP must be fitted with an effluent quality monitor . The monitor must be provided with a calibration Certificate which will be valid for a minimum of six months after delivery. The monitor must be fed power from the control panel and must alarm when it is in Fault Condition.
- 3.3.16 The STP must be able to run on the ship's 600 volts, 30 amps, 60hz 3 phase AC power. As well as, 120 volts at 30 amps.



- 3.3.17 The contractor must provide information on training including curriculum, duration and recommended delivery location.
- 3.3.18 The contractor must include all spares necessary to perform the OEM recommended routine maintenance for one year. The contractor must provide pricing for all spares necessary to perform the OEM recommended routine maintenance for the first five years.

#### **A4 – GENERAL REQUIREMENTS AND STANDARDS**

##### **4.1 Requirements**

- 4.1.1 All the following work specified herein and all repairs, inspections and renewals must be completed to the satisfaction of the Transport Canada (TC) Technical Authority. Upon completion of each item of the SOR, TC must be notified so that he may inspect the work prior to final closing up and after complete closing up. Failure to give notification does not absolve Contractor of the responsibility of the providing TC the opportunity to inspect any item.
- 4.1.2 Any item of work onboard the ship involving the use of heat in its execution requires that the Contractor advise the vessel's representative prior to starting such heating and upon its completion. It is the responsibility of the contractor to supply a Marine Chemist to provide a hot work certificate as per NFL procedures. The Contractor shall be responsible for maintaining a competent and properly equipped fire watch during and for one full hour after all hot work has stopped. The fire watch shall be arranged such that all sides of surfaces being worked on are visible and accessible. The Contractor shall provide sufficient suitable fire extinguishers and a fire watch during any such heating and until the work has cooled. Ship's extinguishers shall not be used except in an emergency. The Contractor must also abide by Northumberland Ferries Limited Hot Work Policy. A copy will be provided to the contractor at the initial kick-off meeting prior to commencing on-board work. The Contractor must ensure that the Contractor's personnel, including any subcontractors, adhere to the policy.
- 4.1.3 Welding shall be in accordance with and inspected to Lloyds's Register (LR) standards. The Contractor shall be currently certified by the Canadian Welding Bureau (CWB) in accordance with:
- a. CSA W47.1 (current version), Certification of Companies for Fusion Welding of Steel (Minimum Division Level 2);
- Before contract award and within two (2) calendar days of the written request by the Contracting Authority, the successful Bidder must submit evidence demonstrating its or its subcontractor's certification by CWB in accordance with the CSA welding standards. The Contractor may be required to supply a current welder's qualification certificate(s) for each individual welder that will be involved in this refit.
- 4.1.4 Any electrical installations or renewals shall be in accordance with the latest editions of the following marine standards:
- i) IEEE Standard 45 - Recommended Practice for Electrical Installation on Shipboard; and
- ii) Ships Electrical Standards (2018) - TP 127E.
- 4.1.5 The Contractor must include in their quote the cost of any and all transportation, staging, rigging, slinging, crane services, removals and installations of parts and equipment such as may be required to carry out work. It is to be noted that vessel will be docked in home port (Caribou N.S.) or (Pictou N.S.) during the sewage plant installation.



- 4.1.6 Any piping, soft patch parts and/or equipment requiring removal to carry out specified work and/or to gain access must be replaced upon completion with new jointing, nuts ,bolts, anti-seize compound, clamps and brackets as applicable (Contractor supplied) and secured in original condition. Any removals must be jointly inspected by both Contractor and TC or delegate prior to removal. The soft patch dimensions are 5 feet x 7 feet 6 inches (5' 0" x 7' 6").
- 4.1.7 The Contractor must ensure that all spaces, compartments and areas of the ship, both internal and external, are to be cleaned and left as clean prior to the commencement of the replacement project. The contractor is to take pictures of all work areas and passageways it intends to work in and provide them to TC prior to beginning work. The cost of removing dirt, debris and associated material must be included in the quote on each item of this specification. The Contractor shall at all times, maintain the work areas to which their personnel have access in a clean condition and free from debris. Dirt & debris generated by the spec items shall be cleaned up and removed from the vessel daily. Upon completion of this refit, the Contractor shall ensure that the vessel is in a clean condition, free from all foreign material in any system or location placed there as a result of this refit. The Contractor shall provide adequate temporary protection for any equipment or areas affected by this refit. The Contractor shall dispose of any and all oil and water residue, which accumulates in the machinery space bilges as a result of any work detailed in this specification.
- 4.1.8 The Contractor must supply TC with marine certificates before any cleaning, painting or hot work is commenced in confined spaces or machinery compartments. Certificates shall clearly state the type of work permitted and shall be renewed as required by the regulations.
- 4.1.9 Whenever any work is being carried out involving a ship's firefighting or fire detecting system, it must be done in such a way as to leave the vessel and any person aboard with adequate protection against fire at all times. This may be so accomplished by removal or disarming of only a portion of the system at a time, by replacement with spares while work is in progress or by other reasonable means acceptable to the Technical Authority.
- 4.1.10 All materials, unless otherwise specified, must be supplied by the Contractor. Where a particular item is specified or where substitution must be made, the Technical Authority must approve all material offered.
- 4.1.11 The Contractor must use fully qualified, certified and competent tradesmen and supervision to ensure a uniform and high level of workmanship as judged by normally accepted shipbuilding standards to the technical Authority's satisfaction.
- 4.1.12 The installation of the sewage plant system and equipment specified herein must be as per the manufacturer's applicable instructions, drawings and specifications.
- 4.1.13 The Contractor must provide adequate temporary protection for any equipment or areas affected by this supply/installation. The Contractor must take proper precautions to maintain in a proper state of preservation any machinery, equipment, fittings, stores or items of outfit which might become damaged by exposure, movement of materials, paint, sand grit or shot blasting, welding, airborne particles from sand grit or shot blasting, welding , grinding, burning, gouging, painting or airborne particles of paint. Any damage must be the responsibility of Contractor.
- 4.1.14 The Technical Authority reserves the right to suspend work immediately when that work is being performed in contravention of Northumberland Ferries Limited Safety Management System. Work shall be allowed to resume when the Technical Authority, in consultation with the Contractor and PWGSC, is satisfied that the agreed-upon procedures are in place and being adhered to.

- 4.1.15 The Refit Contractor shall be responsible to protect persons working on board the vessel while working on or near shipboard systems and equipment from accidental exposure to:

- electrical currents
- hydraulic
- pneumatic
- gas or steam pressure and vacuum
- high temperatures
- cryogenic temperatures
- radio frequency emissions
- potentially reactive chemicals
- stored mechanical energy
- equipment actuation

The Contractor, under the supervision of the Chief Engineer and or the Electrical Officer, shall be responsible for the Lockout and Tagout of equipment and systems listed in the specification. Prior to the start of work, the Refit Contractor shall supply and install all locks and tags and shall complete the Lockout Tagout log sheet provided and maintained by the Vessel. Upon completion of the work, and being in all respects ready for the equipment in question to be re-commissioned, the Contractor shall remove all locks and tags and complete the Lockout Tagout Log sheet provided and maintained by the Vessel.

- 4.1.16 There is to be no smoking in any areas of the ship, other than a designated area where Contractor personnel will be working. The Contractor shall inform any workers or sub-Contractors of this policy and ensure that it is complied with.
- 4.1.17 The Contractor shall provide current MSDS sheets for any WHMIS-controlled products used onboard or around the vessel at the start of the work period before the products are used. This includes at the minimum MSDS sheets for any solvents, cleaners, chemicals, coatings and blasting grits to be used. Any neutralizing chemicals or specialized protective equipment required shall be provided by the Contractor at all times these WHMIS-controlled products are onboard the vessel.

## **4.2 Regulatory, Classification and Standard Requirements**

- 4.2.1 The sewage treatment unit system is required to be "type approved" by one of the Recognized Organizations (RO) approved by Transport Canada Marine Safety and Security within the Delegated Statutory Inspection Program (DSIP) and accepted by Lloyd's Register.
- 4.2.2 The vessel MV Confederation is "in Class" with Lloyd's Register and delegated under Transport Canada Marine Safety and Security's (TCMSS) Delegated Statutory Inspection Program (DSIP).
- 4.2.3 The sewage plant must be certified to meet IMO MEPC 227(64).

## **A5 – EXPERIENCE**

The Contractor's professional experience, expertise and qualifications are the key to a successful outcome. As such, the Contractor/supplier must have previous experience in the procurement and installation of similar sewage plant system onboard vessels of comparable size and complexity as the MV Confederation. The Contractor/supplier must also have to verify the availability of qualified personnel/resources in Eastern Canada Nova Scotia/Prince Edward Island to provide warranty, maintenance and repair services for the future.

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## A6 – WORK PLAN

The contractor's professional experience and expertise are to be used to develop a work plan of sufficient detail to provide a clear indication of the time and schedule required to undertake the procurement, installation and commissioning of the new sewage plant while allowing for the removal of old system. The proposed work plan must be included in the bid/proposal and must identify the team members with accompanying resumes, supplemented by an organizational chart explaining the roles of each.

## A7 – SUPPLIED INFORMATION AND DRAWINGS

The following documentation will be supplied to the bidders:

- Machinery arrangement drawing - RDIMS # 12557025 and dimensions of the existing STP.

## A8 – RESPONSIBILITIES OF THE CONTRACTOR AND TRANSPORT CANADA

- 8.1.1 The Contractor will be responsible for all work produced under the contract, including completeness, accuracy and adherence to all relevant safety & environmental regulations, rules and good practices. The Contractor is to be responsible for obtaining and maintaining any hot work certificates that are required to complete the installation work as well as any confined space entry certificates.
- 8.1.2 The Contractor is responsible to ensure that any cabling or cable penetrations of watertight/fire bulkheads is to be completed such that it complies with all applicable TC and LR standards and regulations for this class of vessel.
- 8.1.3 The Contractor is to ensure that all components of the supplied system and associated wiring, connections and associated components are approved by a class Society acting as a Recognized Organization (RO) for TCMSS and accepted by LR.
- 8.1.4 All travel related costs will be borne by the Contractor and included in the bid price (including all FSR expenses).
- 8.1.5 Project Management, the Contractor must provide a schedule and Gantt chart or similar for the planned work period and maintain the chart as any alterations to the schedule are required. The Contractor must be responsible for organizing weekly meetings (or conference calls) and must maintain summary minutes as well as history of all action items and submit it to the Technical Authority.
- 8.1.6 All other work will be conducted on-site (e.g. at the Contractor's place of business). TC will not provide office space/work accommodations for the Contractor.
- 8.1.7 The supply and installation of the STP are to be completed while the vessel is in winter lay-up, during the period of January to end of February 2023. The Contractor must coordinate with the Technical Authority for timings once the contract is awarded and the vessel's schedule and location have been determined for the work period.
- 8.1.8 The location will be the home port of Caribou or Pictou, Nova Scotia.
- 8.1.9 The Contractor's responsibilities would also include those set out below:

- a. All finished painting.
- b. All transportation & crane services required during contract work period.
- c. Access to office facilities for FSR and TC Technical Authority.
- d. Liaison with TC.
- e. Safe and secure storage of goods prior to installation.

## **A9 – IMPOSED CONSTRAINTS**

- 9.1.1 Decisions concerning the revision or definition of key search criteria, as well as contractual obligations and requirements, are excluded from the Contractor's services. Contractor personnel must limit themselves to provide comments and recommendations only to the Technical Authority on these issues.
- 9.1.2 The personnel of the Contractor providing the services must be independent of direct control by servants of Canada and are not in any respect employees or servants of Canada.
- 9.1.3 During the performance of the contract, the Contractor and the Contractor's personnel must not direct any departmental organization, or any personnel of any third parties with whom Canada has or intends to contract, to perform any action.
- 9.1.4 All drawings, reports, data, documents or materials provided to the Contractor by the Government of Canada remain the property of Canada and will be used solely in support of this requirement. The Contractor is required to safeguard the preceding information and materials from unauthorized use and must not release them to any third party, person or agency without the express written permission of the Technical Authority. Such information and material must be returned to the Technical Authority upon completion of the services or when requested by the Technical Authority.
- 9.1.5 All correspondence, either initiated by the Contractor personnel or by any section of TC, must be submitted to the Technical Authority. Correspondence is defined as records of conversations or decision as well as any written correspondence in any format.
- 9.1.6 The Technical Authority or other authorized departmental government representative must have access at all times to the work that is being performed.
- 9.1.7 The Contractor must ensure that their personnel do not use Government of Canada or TC designations, logos or insignia on any business cards, cubicle/office signs or written/electronic correspondence that in any manner lead others to perceive contracted personnel as being an employee of Government of Canada.
- 9.1.8 The STP must be of the Biological type and must not use membranes or microfilter in the sewage treatment process.

## **A10 – DELIVERABLES**

### **10.1 General**

The following are a list of deliverables for the Sewage Plant Replacement:

- 10.1.1 The deliverables must be in the form of goods and services provided to the Technical Authority in accordance with the assessment and the products generated thereof.

- 10.1.2 A meeting will be arranged at the Contractor's place of work or via teleconference with the Technical Authority to discuss the project and deliverables. The Contractor will need to supply to the Technical Authority the following **before ordering sewage treatment plant equipment**:
- Conceptual arrangement drawing of sewage plant with accessories;
  - Technical documentation of proposed equipment; and
  - Transport Canada will then comment on proposed equipment and approve conceptual GA drawing.
- 10.1.3 The Contractor is responsible for the removal of the old sewage plant and accessories in the Generator room. The contractor is to be responsible for provision of a means of collection and removal from the vessel of all garbage, waste and scrap materials which they may generate in the course of their work activities. All such materiel shall be collected in a suitable containment while awaiting removal and shall not be placed or stored loosely on the jetty area.
- 10.1.4 The supply and installation of a fully functioning and operational sewage plant complete with all material, testing and work included in the SOR are to be delivered and installed before February 27th, 2023.
- 10.1.5 The provision of service technician (FSR) for the commissioning phase and completion of acceptance tests for a period sufficient to satisfy the Technical Authority and to provide training to the crew of the new STP.
- 10.1.7 Unless otherwise specified by the Technical Authority, three hard copies and one soft copy of the deliverables must be provided to the Technical Authority. Soft copy deliverables must be provided electronically. In addition, the deliverables must be provided according to the following format: MS Word and/or Adobe Acrobat. Other format may be accepted if approved by the Technical Authority.
- 10.1.8 The Contractor must be aware that the deliverables provided may form part of a subsequent specification or information package provided to another entity.

## 10.2 Certification

- 10.2.1 The Contractor must obtain and provide to TC and LR all required Technical Certifications as specified in the applicable rules and regulations.

## A11 – PROJECT SCHEDULE

Procurement of all sewage plant equipment and accessories must be contracted out after contract award as to be able to install new STP before the 27th February 2023. Any changes which may arise to these dates will be communicated to the Technical Authority as soon as they are known.

## A12 – BASIS OF PAYMENT

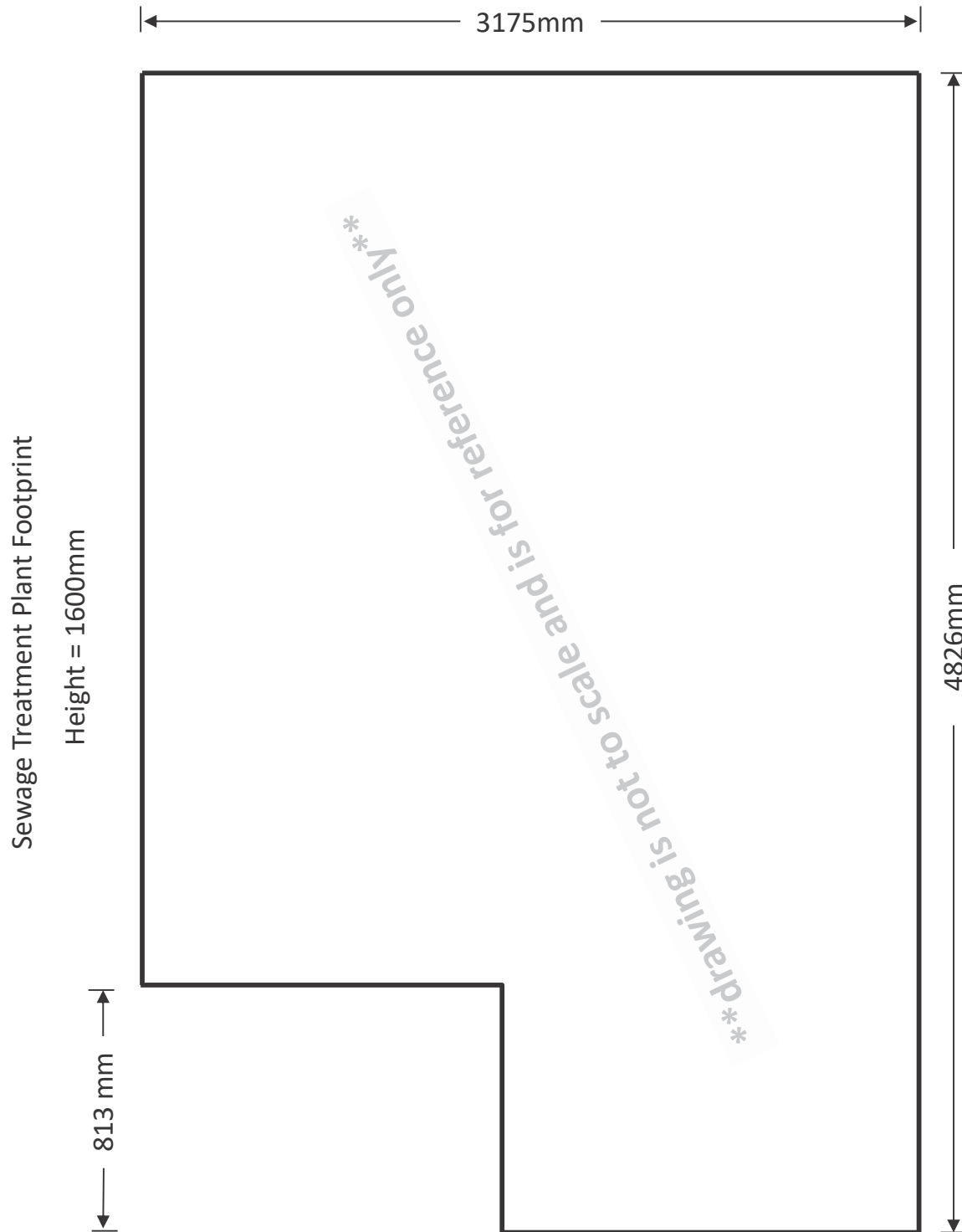
The basis of payment for this contract will be a fixed price including travel expenses.

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## A13 – CONTINUITY AND REPLACEMENT OF RESOURCES

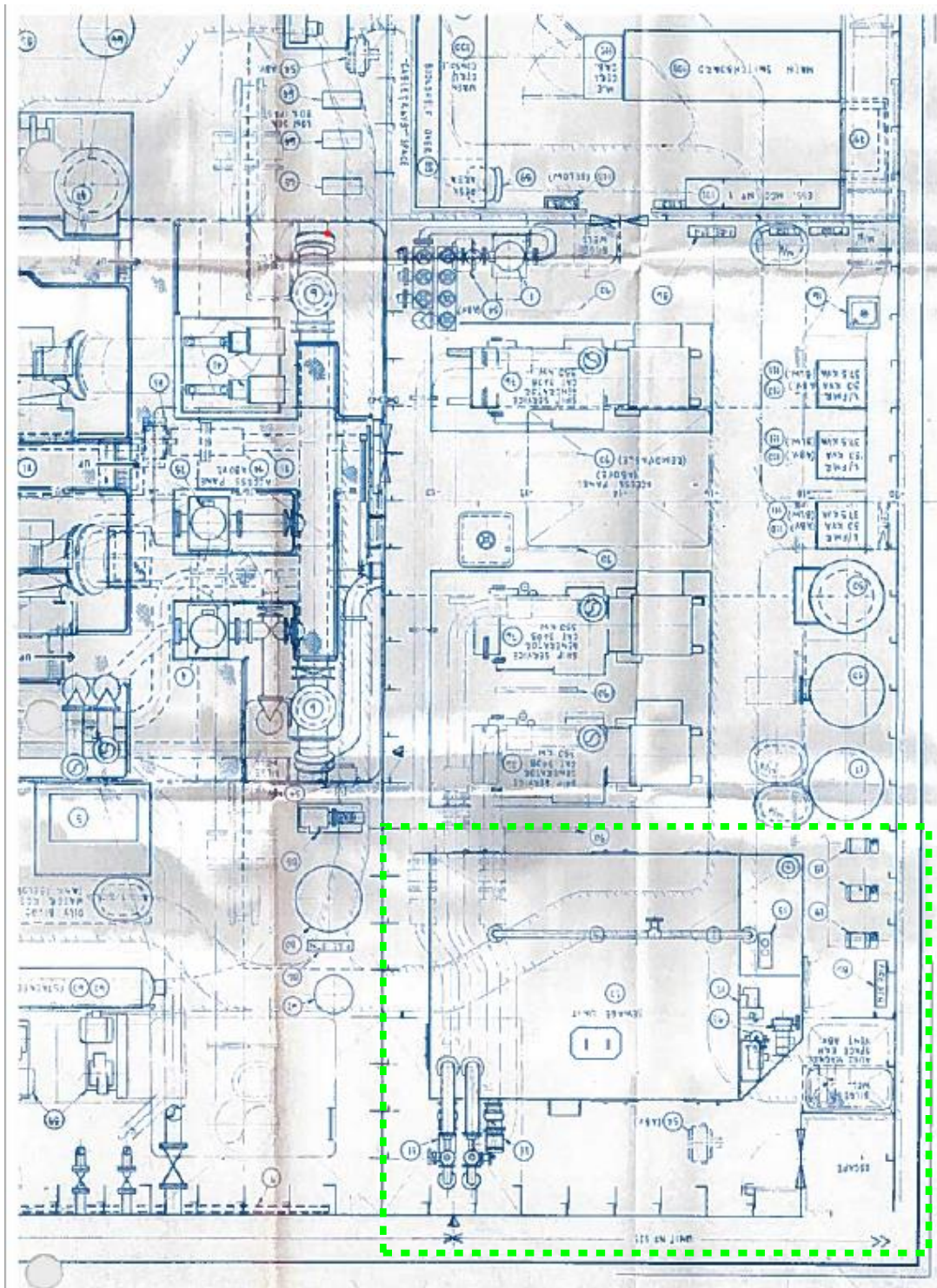
- 13.1.1 The selected Contractor must not commence any work or be entitled to any compensation for any work undertaken unless the Contract Authority has authorized the work to begin.
- 13.1.2 The selected Contractor must be responsible to ensure that all proposed personnel and other professional resources are assigned for the duration of the contract and are not replaced without due cause. In the event that a resource is to be replaced, it will be the Contractor's responsibility to ensure that there is no negative impact on any work in progress.
- 13.1.3 Should for any reason, the designated resources for a deliverable are not available, then the Contractor must immediately make available a fully qualified replacement resource to be approved by the Technical Authority. Such approval is not intended to limit the selected Contractor's flexibility but to ensure the use of agreed-to resource levels and experience for stated deliverables. The Technical Authority retains the right to refuse the proposed backup resources in which case, and within a reasonable period of time, the selected Contractor shall propose alternate resources. If no suitable replacement resource can be provided within a suitable timeframe (maximum of (1) one week), then the Technical Authority may elect to terminate the Contract, or may elect to use an alternate method. Note that replacement resources are to be evaluated in accordance with the original evaluation.

Dimensions of the existing Sewage Treatment Plant Footprint





Machinery arrangement drawing - RDIMS # 12557025





## ANNEX "B"

### BASIS OF PAYMENT

***Remark to Bidder: Annex B will form the Basis of Payment for the resulting contract and should not be filled in at the bid submission stage. Refer to Annex F "Financial Bid Presentation Sheet".***

#### 1. Contract Price

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

#### 2. Unscheduled Work

##### 2.1 Price Breakdown:

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

##### 2.2 Pro-rated Prices:

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

##### 2.3 Payment for Unscheduled Work:

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

Number of hours (to be negotiated) x \$ \_\_\_\_\_, being the Contractor's firm hourly charge-out labour rate which includes overhead and profit, plus net laid-down cost of materials to which will be added a mark-up of 10 percent, plus Goods and Services Tax or Harmonized Sales Tax, if applicable, calculated at 15 percent of the total cost of material and labour. The firm hourly charge-out labour rate and the material mark-up will remain firm for the term of the Contract and any subsequent amendments.

C0902C (2013-04-25)

#### 3. Overtime

No overtime work will be compensated for under the Contract unless authorized in advance and in writing by the Contracting Authority. Any request for payment must be accompanied by a copy of the overtime authorization and a report containing such details as Canada may require with respect to the overtime work performed. Compensation for authorized overtime will be calculated by taking the average hourly direct labour rate premiums, plus certified fringe benefit additives, plus profit of 7 1/2 percent on labour premium and fringe benefits. These rates will remain firm for the duration of the Contract including all amendments and are subject to audit if deemed necessary by Canada.

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## **ANNEX "C"**

### **INSURANCE REQUIREMENTS**

#### **C1 Ship Repairers' Liability Insurance**

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

#### **For the province of Quebec, send to:**

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

#### **For other provinces and territories, send to:**

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

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

G5001C (2018-06-21)

## **C2 Commercial General Liability Insurance**

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

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

G2001C (2018-06-21)

### **C3 Limitation of Contractor's Liability for Damages to Canada**

1. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees.
2. Whether the claim is based in contract, tort, or another cause of action, the Contractor's liability for all damages suffered by Canada caused by the Contractor's performance of or failure to perform the Contract is limited to \$10,000,000.00. This limitation of the Contractor's liability does not apply to:
  - a. any infringement of intellectual property rights; or
  - b. any breach of warranty obligations.
3. Each Party agrees that it is fully liable for any damages that it causes to any third party in connection with the Contract, regardless of whether the third party makes its claim against Canada or the Contractor. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada for that amount.

N0001C (2008-05-12)

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## **ANNEX "D"**

### **WARRANTY DEFECT CLAIM PROCEDURES AND FORMS**

#### **Warranty Procedures**

##### **1. Scope**

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

##### **2. Definition**

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

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

##### **3. Warranty Conditions**

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

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

- a. The initial purpose of a report of a failure is to facilitate the decision as to whether or not to involve warranty and to generate action to effect repairs. Therefore in addition to identification, location data, etc. the report must contain details of the defect. Warranty decisions as a general rule are to be made locally and the administrative process is to be in accordance with procedures as indicated.
- b. These procedures are necessary as invoking a warranty does not simply mean that the warrantor will automatically proceed with repairs at his expense. A review of the defect may well result in a

disclaimer of responsibility, therefore, it is imperative that during such a review the Department is directly represented by competent technical authority qualified to agree or disagree with the warrantor's assertions.

## 5. Procedures

- a. Immediately it becomes known to the Ship's Staff that an equipment/system is performing below accepted standards or has become defective, the procedures for the investigation and reporting are as follows:

- i. The vessel advises the Technical Authority when a defect, which is considered to be directly associated the refit work, has occurred.
- ii. On review of the Specification and the Acceptance Document, the Technical Authority in consort with Ship's Staff is to complete the Tombstone Data and section 1 of the Warranty Claim Form attached and forward the original to the Contractor for review with a copy to the PWGSC contracting Authority. If the PWGSC Contracting or Inspection Authority is unable to support warranty action, the Defect Claim Form will be returned to the originator with a brief justification. (It is to be noted that in the latter instance PWGSC will inform the Contractor of its decision and no further action will be required of the Contractor.

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

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

## 6. Liability

- a. Agreement between the Contracting Authority, Inspection Authority, Technical Authority and the Contractor will result in one of the following conditions:
- I. The contractor accepts full responsibility for costs to repair or overhaul under the warranty provisions of the contract;
  - II. The Technical Authority accepts full responsibility for repair and overhaul of item concerned;  
or

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

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

If at all possible, an alongside period for the vessel is to be arranged just before the expiration of the 90 day warranty period. This alongside period is to provide time for warranty repair and check by the contractor.

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



Solicitation No. - N° de l'invitation  
T2012-22031/A  
Client Ref. No. - N° de réf. du client  
T2012-23-0031

Amd. No. - N° de la modif.  
File No. - N° du dossier  
HAL-2-89028

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

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

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

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

\_\_\_\_\_  
Date of Corrective Action - Date de modalité de  
reprise

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Signature – Signature

\_\_\_\_\_  
Date

## 5. Additional Information – Renseignements supplémentaires



PWGSC-TPSGC

Solicitation No. - N° de l'invitation  
T2012-22031/A  
Client Ref. No. - N° de réf. du client  
T2012-23-0031

Amd. No. - N° de la modif.  
File No. - N° du dossier  
HAL-2-89028

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

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## **ANNEX “E” to PART 3 OF THE BID SOLICITATION**

### **ELECTRONIC PAYMENT INSTRUMENTS**

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

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

## ANNEX "F"

### FINANCIAL BID PRESENTATION SHEET

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

#### 1. Evaluation of Price

**\*\*Note: All travel costs, including FSR and subcontractors, must be included in the bid submission\*\***

a)	<b>Known Work</b> For work to <b>supply and deliver a sewage treatment plant</b> , as specified in Annex "A" and identified in bid submission, including associated documents and drawings for a <b>FIRM PRICE</b> of:	\$ _____
b)	<b>Known Work – Removal and disposal of old sewage treatment equipment.</b> As per Annex A for a FIRM PRICE of:	\$ _____
c)	<b>Known Work - Installation</b> As per Annex A for a FIRM PRICE of:	\$ _____
d)	<b>Known Work - Set to work and operational trials</b> As per Annex A for a FIRM PRICE of:	\$ _____
e)	<b>Known Work (FSR Allowance) –</b> Certification by Lloyd's Register as per Annex "A". Price to be adjusted based in invoicing.	\$ <u>5000.00</u>
f)	<b>Subcontractor Allowance - FSR Services (Lloyd's Register)</b> Allowance markup _____% (max 10%) x \$5000.00 (estimate) for a PRICE of:	\$ _____
g)	<b>Known Work – Cranage</b> As per Annex "A" for a FIRM PRICE of:	\$ _____
h)	<b>Known Work - Training</b> As per Annex "A" for a FIRM PRICE of:	\$ _____
i)	<b>Unscheduled Work – Regular Labour Rate</b> Estimated labour hours at a firm Charge-out Labour Rate, including overhead and profit: 200 person hours x \$ _____ per hour for a PRICE of:	\$ _____
j)	<b>Evaluation Price</b> <b>HST Excluded [ a + b + c + d + e + f + g + h + i ]:</b> <b>For an EVALUATION PRICE of:</b>	\$ _____

#### 2. Unscheduled Work

##### 2.1 Price Breakdown:

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

##### 2.2 Pro-rated Prices:

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

### **2.3 Payment for Unscheduled Work:**

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

Number of hours (to be negotiated) x \$ \_\_\_\_\_, being the Contractor's firm hourly charge-out labour rate which includes overhead and profit, plus net laid-down cost of materials to which will be added a mark-up of 10 percent, plus Applicable Taxes. The firm hourly charge-out labour rate and the material mark-up will remain firm for the term of the Contract and any subsequent amendments. The 10% mark-up rate for materials will also apply to subcontracted costs.

### **2.4 Overtime**

No overtime work will be compensated for under the Contract unless authorized in advance and in writing by the Contracting Authority. Any request for payment must be accompanied by a copy of the overtime authorization and a report containing such details as Canada may require with respect to the overtime work performed. Compensation for authorized overtime will be calculated by taking the average hourly direct labour rate premiums, plus certified fringe benefit additives, plus profit of 7 1/2 percent on labour premium and fringe benefits. These rates will remain firm for the duration of the Contract including all amendments and are subject to audit if deemed necessary by Canada

Solicitation No. - N° de l'invitation  
T2012-22031/A  
Client Ref. No. - N° de réf. du client  
T2012-23-0031

Amd. No. - N° de la modif.  
File No. - N° du dossier  
HAL-2-89028

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

## ANNEX "G"

### INTEGRITY PROVISIONS - LIST OF NAMES

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

**Complete Legal Name of Supplier:** \_\_\_\_\_

**Supplier Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Supplier PBN:** \_\_\_\_\_

**Solicitation Number:** T2012-22031/A

#### List of Directors:

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

Name	Position

Attach additional names on a separate sheet if required.

## ANNEX "H"

### CONTRACTOR SELECTION METHOD – SELECTION CRITERIA

The contractor selection method is based on Mandatory Technical Criteria and Technical Merit Criteria.

#### MANDATORY TECHNICAL CRITERIA

The bid must meet the mandatory technical criteria specified below. The bidder must provide the necessary documentation to demonstrate compliance with this requirement.

Bids that fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately. Bidders must complete the following checklist and include it in the bid submission package.

#### MANDATORY TECHNICAL CRITERIA (MT)

No.	Description of Criterion – Sewage Treatment Plant (STP)	Yes	No	Cross Ref. to Proposal
MT1	Bidders must demonstrate completeness and quality of the written proposal. Demonstration of how the requirements are to be met.  Indicators: Describe in writing how each requirement will be met in a thorough, concise and clear manner. Including, but not limited to: <ul style="list-style-type: none"><li>• details of the existing system's removal and disposal;</li><li>• details of any modifications to the existing foundational area to accommodate the proposed system;</li><li>• details of all required interfaces (ie: electrical, water supply, etc);</li><li>• training requirements.</li></ul>			
MT2	Bidders must demonstrate that the Sewage Treatment Plant is "type approved" by one of the Recognized Organizations (RO) approved by Transport Canada Marine Safety and Security within the Delegated Statutory Inspection Program (DSIP) and accepted by Lloyd's Register.			
MT3	Bidders must demonstrate that the sewage treatment plant in their proposal is certified to meet IMO MEPC 227(64).			
MT4	The supplied bid must demonstrate the ability to supply, deliver and install the STP on or before February 27 <sup>th</sup> , 2023.			
MT5	Bidders must demonstrate that the sewage treatment plant in their proposal is capable of managing the hydraulic load of 17.5 m <sup>3</sup> /24 hours.			

<b>MT6</b>	<p>Bidders must fully demonstrate that they can provide OEM approved and qualified personnel and service facility within the Atlantic provinces in order to provide support to the vessel on the designated route.</p> <p>This shall be in the form of direct accreditation, or a letter, from the OEM to confirm that the nominated FSR and service facility is qualified and approved to carry out all maintenance requirements for the STP.</p> <p>Contact information for FSR's and service is also to be provided.</p> <p>Contractor to also indicate whether there is any occasion when additional FSR's would need to be brought in from outside this facility at additional expense.</p>			
<b>MT7</b>	The bidder must provide the OEM's current field service rates.			
<b>MT8</b>	<p>The bidder must identify a minimum of three (3) each of the proposed sewage treatment plant's previous installations in vessels of similar size or larger in the last five (5) years by the equipment manufacturer.</p> <p>Reference list must also include the current installations of the vendor equipment which has been installed / maintained in Canada by the manufacturer in the last five (5) years. This must be in the form of objective evidence – for example, as blanked purchase orders, or as reference letters from clients.</p>			
<b>MT9</b>	<p>Bidders must provide a duration and cost estimate for each of the following activities:</p> <ul style="list-style-type: none"> <li>a) Supply of new equipment by required delivery date</li> <li>b) Recommended spares and cost quotation</li> <li>c) Quotation training and operational trials</li> <li>d) Quotation for FSR attendance for the purpose of commissioning/set to work and training.</li> </ul> <p><b>(All quotes are to be included in Financial Bid Submission only)</b></p>			
<b>MT10</b>	The bidder must confirm the options which are available for equipment maintenance along with the schedule and costing of each maintenance interval.			
<b>MT11</b>	<p>Bidders must demonstrate that the sewage treatment plant in their proposal is dimensionally of the same size, or smaller, of the existing system.</p> <p>Dimensions of the fully assembled system must be included.</p>			

## **TECHNCAL MERIT CRITERIA**

### **TM1 – FSR Support**

Description of Criteria	Score	Indicators
<p>Declaration of the location of the FSR's in Atlantic Canada and their availability to be on site</p> <p>(Maximum 6 points)</p> <p>(0 - 2 points) Declaration that acceptable FSR resources are available in Atlantic Canada and can be on site within 48 hours</p> <p>(3 - 4 points) Declaration that acceptable FSR resources are available in Atlantic Canada and can be on site within 36 hours</p> <p>(5 - 6 points) Declaration that acceptable FSR resources are available in Atlantic Canada and can be on site within in 24 hours.</p> <p>(Atlantic Canada = NB, NS, PEI and NL)</p> <p><b>** Minimum points required: 2 **</b></p>		<p>Proposal must provide details of FSR qualifications, resources, their location and level of support</p>

### **TM2 – Supportability from OEM**

Description of Criteria	Score	Indicators
<p>Years of service guarantee</p> <p>(Maximum 6 points)</p> <p>(0 - 4 points) Ten (10) years parts and service support guarantee</p> <p>(5 - 6 points) Fifteen (15) years parts and service support guarantee or more</p>		<p>Bidder must state length of time of full-service supportability</p>

### **TM3 – Warranty**

Description of Criteria	Score	Indicators
<p>Years of full warranty</p> <p>(Maximum 4 points)</p> <p>(0 - 2 points) Warranty period of 12-24 months</p> <p>(3 - 4points) Warranty period in excess of 24 months</p> <p><b>** Minimum points required: 2 **</b></p>		<p>Bidder must state length of time of full warranty.</p>



#### TM4 – Training

Description of Criteria	Score	Indicators
<p>Bidder has identified in a clear and detailed manner the training recommended to be carried out onboard and which is to be supplied by OEM FSR.</p> <p>(Maximum 6 points)</p> <p>(3 points) The contractor's identification of training meets the minimum requirements.</p> <p>(6 points) The contractor's identification of training meets all of the requirements. Additionally, the OEM training provided authorizes the trainees to perform required annual maintenance.</p> <p><b>** Minimum points required: 3 **</b></p>		<p>The training is clearly laid out including demonstration to ship's crew and classroom time (if required).</p>

#### TM5 – Corporate Track Record

Description of Criteria	Score	Indicators
<p>Bidder demonstrates their background and experience in Sewage Treatment Plant installations on comparable vessels.</p> <p>(Maximum 6 points)</p> <p>(0 - 2 point) 5 years' experience or 2 to 4 examples</p> <p>(3 - 4 points) 6 to 10 years' experience or 5 to 7 examples</p> <p>(5 - 6 points) 10+ years' experience or 8+ examples</p> <p><b>** Minimum points required: 2 **</b></p>		<p>Objective evidence which confirms bidder's role in previous installations.</p>

#### TM6 – Technology

Description of Criteria	Score	Indicators
<p>Bidder demonstrates that the proposed system employs some or all of the technologies as listed below.</p> <p>(Maximum 12 points)</p> <p>(3 points) Disinfection system that utilizes a chlorination methodology (de-chlorination is mandatory)</p> <p>(3 points) UV light for the disinfection process.</p> <p>(6 points) Advance Wastewater Treatment Systems (AWTS)</p> <p><b>** Minimum points required: 6 **</b></p>		<p>Data sheet or narrative information in bid.</p>