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## PART 1 - GENERAL INFORMATION

### 1.1 Introduction

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

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

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

### 1.2 Summary

1. The Requirement is:
  - a) To carry out the inspection, repair, and maintenance and alterations of the Canadian Coast Guard Vessel **CCGS Griffon** in accordance with Annex A – Statement of Work, and any associated technical information.
  - b) To carry out unscheduled work authorized by the Contracting Authority.
2. As per the Integrity Provisions under section 01 of Standard Instructions [2003](#) (2022-03-29) bidders must provide a list of all owners and/or Directors and other associated information as required. Refer to section 4.21 of the Supply Manual for additional information on the Integrity Provisions..
3. The requirement is exempt from the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), Annex 4 and the North American Free Trade Agreement (NAFTA), Chapter Ten Annex 1001.2b Paragraph 1(a). However, it is subject to the Canada Free Trade Agreement (CFTA). The sourcing strategy relating to this procurement will be limited to suppliers in Quebec and Ontario, in accordance with Shipbuilding, Refit, Repair and Modernization Policy (2010-08-16).
4. There is a Federal Contractors Program (FCP) for employment equity requirement associated with this procurement; see Part 5 - Certifications, Part 7 - Resulting Contract Clauses and the annex named Federal Contractors Program for Employment Equity - Certification.
5. This bid solicitation requires bidders to use the CPC 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. The only piece of evidence relating to a delay in the CPC Connect service provided by the CPC system that is acceptable to PWGSC is a CPC Connect service date and time record indicated in the CPC Connect conversation history that clearly indicates that the bid was sent **before the solicitation closing date and time.**

### **1.3 Debriefings**

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

PWGSC Bid Receiving Unit

Only bids submitted using **Canada Post Corporation's (CPC) Connect** service will be accepted. The Bidder must send an email that includes the bid solicitation number, requesting to open a **CPC Connect** conversation to the following address:

[tpsgc.pareceptiondessaoumissions-apbidReceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.pareceptiondessaoumissions-apbidReceiving.pwgsc@tpsgc-pwgsc.gc.ca)

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open a **CPC Connect** conversation, as detailed in Standard Instructions [2003](#), or to send bids through a **CPC Connect** message if the Bidder is using its own licensing agreement for **CPC Connect**.

It is the Bidder's responsibility to ensure the request for opening a **CPC Connect** conversation is sent to the email address above at least six days before the solicitation closing date. Bids transmitted by facsimile or in hard copy to PWGSC will not be accepted.

### 2.3 Enquiries - Bid Solicitation

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

Bidders should reference, as accurately as possible, the numbered item of the bid solicitation to which the enquiry relates. This includes identifying the Document Name (solicitation, or annex & appendix ID), page number, section number, subsection number, and paragraph ID pertaining to the subject of the question.

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.

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

## 2.4 Applicable Laws

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

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

**Refer to Annex "J3" for Deliverables/Certifications.**

## 2.5 Optional Bidders' Conference

A bidders' conference call will be held on **Monday April 17th, 2023, at 9AM (EST)**.

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. Bidders should provide to the Contracting Authority, by email to [Mark.Hatherall@tpsgc-pwgsc.gc.ca](mailto:Mark.Hatherall@tpsgc-pwgsc.gc.ca), the name(s) of the person(s) who will be attending, and a list of issues they wish to table no later than **Wednesday April 12th, 2023, at 4PM (EST)**. Without confirmation, the bidders' conference could be cancelled. The Dial-in Number and the Conference ID will be advised by **April 14th, 2023**, to participants who are interested in attending the event.

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 - Vessel

Arrangements have been made for a one (1) day vessel viewing on **April 13th, 2023** from 9 am (0900 hrs) to 5 pm (1700 hrs) (EST) to be held at 401 King Street West, Prescott, ON. Any covid or other related protocols at that time must be followed by the participants.

Bidders must communicate with the Contracting Authority via email by **4PM (EST), Tuesday April 11th, 2023**, to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders must have valid identification, and present themselves at the gate to the commissionaire on the appointment date and time. Bidders will be required to sign an attendance sheet. Bidders should confirm in their bid that they have attended the site visit. Bidders who do not attend the mandatory site visit or do not send a representative will not be given an alternative appointment. 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

Work must commence and be completed as follows:

Commence: **June 7th, 2023**  
Complete: **August 30th, 2023**

By submitting a bid, the Bidder certifies that they have sufficient materiel 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.

#### **2.7.1 Additional Instructions to Work Period**

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

The vessel must be made completely habitable for the ship's crew to return to the vessel August 30<sup>th</sup>, 2023 to prepare for the vessel's commissioning, and to assist during the commissioning activities; set to work test and trials. For the vessel to be habitable, the ship's galley must be made operational, all crew lodgings must be cleaned and made ready for crew, washrooms and showers must be fully functional, potable water supplied, showers and bathrooms must be operational.

#### **2.8 Equivalent Products**

The SACC [B3000T](#) (2006-06-16) Equivalent Products, are incorporated by reference into and form part of the bid solicitation.

## PART 3 - BID - PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

The Bidder must submit its bid electronically in accordance with section 08 of the 2003 Standard Instructions. The CPC 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

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

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

#### Proprietary Information

All information regarding the terms and conditions, financial and technical aspects of the Bidder's Proposal, which in its opinion, are of a proprietary or confidential nature must be clearly marked "PROPRIETARY" or "CONFIDENTIAL" at the relevant clause, page or section.

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

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

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

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

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

Bidders must submit the certifications required under Part 5.

#### **3.1.1 Unscheduled Work and Evaluation Price**

In any vessel refit, repair or docking contract, unscheduled work will arise after the vessel and its equipment is opened up and surveyed.

An anticipated cost for the unscheduled work will be included in the evaluation price. The evaluation price will be calculated by including an estimated amount of additional person-hours multiplied by a firm hourly charge-out labour rate for unscheduled work and will be added to the firm price for the known work.

**Bidders are required to enter their own firm charge out rate for unscheduled work in Annex H, Sheet H1 Price for Evaluation. However, Canada will deem bids non compliant where bidders have entered a firm hourly charge out rate less than \$65/hr.**

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

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

### **4.1 Evaluation Procedures**

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

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

Notwithstanding deliverable requirements specified within the bid solicitation and its associated Technical Specification Annex "A", mandatory deliverables that must be submitted with the Bidder's bid to be deemed responsive are summarized in Annex J – Deliverables / Certifications – J1 Mandatory Tender Deliverables Check List.

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

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

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

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

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

#### **4.1.1 Evaluation of Price**

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

### **4.2 Basis of Selection**

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

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

### **4.3 Deliverables after Contract Award**

Refer to Annex "J2".

## **PART 5 - CERTIFICATIONS**

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

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

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

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

In accordance with 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.

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

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Employment and Social Development Canada (ESDC) - Labour's website.

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

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

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

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

### **6.1 Security Requirement**

There are no security requirements associated with this solicitation.

### **6.2 Financial Capability**

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

### **6.3 Contract Financial Security (not used)**

### **6.4 Vessel Transfer Costs (not used)**

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

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

The bidder must provide at the request of the contracting authority and prior to contract award, a certificate or letter from the applicable Worker's Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

**Refer to Annex "J3" for Deliverables/Certifications.**

### **6.6 Valid Labour Agreement**

Where the Bidder has a labour agreement, or other suitable instrument, in place with its unionized labour, the Bidder must provide documentary evidence of the agreement or suitable instrument at the request of the CA and prior to contract award or such later date if agreed to by Canada. If the labour agreement, or other suitable instrument, has expired or is to expire prior to Contract Award, the Bidder must provide details to Canada at bid closing, including documentary evidence of the expired agreements or suitable instruments and the status of negotiations. In such case, Canada may request details on the status of negotiations at any time prior to Contract award. It is in Canada's sole discretion whether or not to award a contract if no valid labour agreement or other suitable instrument is in place with the Bidder's unionized labour.

**Refer to Annex "J3" for Deliverables/Certifications**

### **6.7 Preliminary Work Schedule**

At the time of bid closing the Bidder must submit to Canada an (1) electronic copy of its preliminary production work schedule. This schedule is to show the commencement and completion dates for the Work in the available work period, including realistic target dates for significant events. This schedule will be reviewed with the successful Bidder at the Contract Kick-off Meeting.

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

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

- a) Commencement of Work as defined at Article 7.3.1
- b) All priced work items listed in Annex H Appendix 1
- c) FSR Scheduling for Priced Work Items
- d) Completion of Work as defined at Article 7.3.1
- e) Period of Care & Custody
- f) Dock and Sea Trials Period
- g) Date of resumption of complete CCG crew to the vessel

**Refer to Annex "J1", Deliverables/Certifications.**

#### **6.8 Safety Measures for Fueling and Disembarking Fuel (not used)**

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

The Bidder must have in place a Quality Management System registered to ISO 9001:2015 (or later version) or a Quality Management System modeled on ISO 9001:2015 (or later version) and shall provide at the request of the Contracting Authority and prior to contract award:

- If registered, its valid ISO 9001-2015 (or later version) certification;
- Example of Quality Control Plan (QCP) as per clause 6.17.

Documentation and procedures of bidders may be subject to a Quality System Evaluation (QSE) by the Technical Authority during the bid evaluation period.

**Refer to Annex "J3" for Deliverables/Certifications.**

#### **6.10 Health and Safety**

The Bidder must submit (at the request of the Contracting Authority and prior to contract award) objective evidence that it has a documented Health and Safety system fully compliant with all current Federal, Provincial and Municipal regulations. If this information is not provided, it will render the bid non-responsive.

**Refer to Annex "J3" for Deliverable Requirements.**

#### **6.11 Fire Protection, Fire Fighting and Training Procedures (not used)**

#### **6.12 Hazardous Waste**

1. The Bidder acknowledges that sufficient information has been provided by Canada with respect to the location and estimated amount of hazardous materials such as asbestos, lead, PCBs, silica or other hazardous materials or toxic substances.
2. The price includes all costs associated with the removal, handling, storage, disposal and/or working in the vicinity of hazardous materials such as asbestos, lead, PCBs, silica and other hazardous materials or toxic substances on board the vessel, including those costs resulting from the need to comply with applicable laws and regulations in relation to the removal, handling, disposal or storage of hazardous materials or toxic substances.
3. The completion date for the Work takes into account the fact that the removal, handling, storage, disposal and/or working in the vicinity of hazardous materials such as asbestos, lead, PCBs, silica and other hazardous materials or toxic substances may be affected by the need to comply with applicable

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

## **6.13 Insurance Requirements**

The Bidder must provide at the request of the Contracting Authority and prior to contract award a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex "D". If this information is not provided it will render the bid non-responsive.

**Refer to Annex "J3", Deliverables/Certifications.**

## **6.14 Welding Certification**

1. Welding must be performed by a welder certified by the Canadian Welding Bureau and in accordance with the requirements of the following Canadian Standards Association (CSA) standards:
  - a. CSA\ACNOR W47.1- latest edition, Certification for Companies for Fusion Welding of Steel (Division Level 2); and
  - b. CSA\ACNOR W47.2 – latest edition, Certification for Companies for Fusion Welding of Aluminum (Division Level 1 or 2).

The bidder shall submit proof of certification at the request of the Contracting Authority and prior to contract award. The certification shall remain valid for the duration of the contract. If this information is not provided, it will render the bid non-responsive.

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

**Refer to Annex "J3" for Deliverables/Certifications.**

## **6.15 Project Management Services**

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

### **1. Intent**

- (a) Job titles used in this section are for clarity within this document only. The Contractor is free to choose job titles that suit its organization.
- (b) The Contractor, through its Project Management Team, is responsible to discharge the duties and supply the deliverables required in the Contract and the Specifications (Annex A – Statement of Work).
- (c) Project Management encompasses the direction and control of such functions as engineering, planning, purchasing, manufacturing, assembly, overhauls, installations and test and trials.

### **2. Project Manager**

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

### **3. Project Management Team**

Other than the Project Manager, the Contractor must assign and vary other job descriptions to suit its organization; provided however that the collective resume of its Project Management must provide for the effective control of the project elements including but not limited to:

- i. Project Management
- ii. Quality Assurance
- iii. Planning and Scheduling
- iii. Procurement

### **4. Tender Deliverable**

Names, brief resumes, and list of duties for each of the team members that ensures that each of the project elements listed in Article 3. above have been addressed for projects of this nature.

### **5. Reports**

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

- i. Production Work Schedule
- ii. Inspection Test Plan Summary
- lii. Growth Work Summary
- iv. Risk Register

**Refer to Annex "J1" for Deliverables/Certifications.**

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

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

**Refer to Annex "J3" for Deliverables/Certifications.**

#### **6.17 Quality Control Plan**

The Bidder must submit to Canada an example of its Quality Control Plan (QCP) as applied on previous projects of the same nature upon request from the CA and prior to contract award.

**Refer to Annex "J3" for Deliverables/Certifications.**

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

The Bidder must submit to Canada an example of an Inspection and Test Plan (ITP) complete with requirement and inspection reports as developed on previous projects of the same nature upon request from the CA and prior to contract award.

**Refer to Annex "J3" for Deliverables/Certifications.**

#### **6.19 Environmental Protection**

Upon request from the CA and prior to contract award, the Bidder must submit details of its environmental emergency response plans, waste management procedures and/or formal environmental training undertaken by its employees.

**Refer to Annex "J3" for Deliverables/Certifications.**

## 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 Work required on the **CCGS Griffon**, as detailed in the Requirement and attached as Annex "A"— Statement of Work (Technical Specifications), which includes inspection, repair, maintenance and alterations.
- b) Carry out any unscheduled work authorized by the Contracting Authority during the course of the contract.

### 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 issued by Public Works and Government Services Canada (PWGSC). The manual is available on the following PWGSC website: (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>).

#### 7.2.1 General Conditions

[2030](#) (2022-12-01), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

2030 (2022-12-01) General Conditions Higher Complexity - Goods are hereby amended as follows:

##### Section 22 Warranty

1. 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.
2. 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:
  - (a) 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.

- (b) All other painting work for a period of 365 days commencing from the date of acceptance of the Work;
  - (c) All other items of work for a period of ninety (90) days commencing from the date of acceptance of the Work, except that:

- (i) the warranty on the work related to any system or equipment not immediately placed in continuous use or service will be for a period of ninety (90) days from the date of acceptance of the vessel;
  - (ii) for all outstanding defects, deviations, and work items listed on the Acceptance Document at Delivery, the warranty will be ninety (90) days from the subsequent date of acceptance for each item.
- 3 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.
4. Refer to Annex "E" and its Appendix "1" for Warranty Defect Claim Procedures and forms.

## 7.2.2 Supplemental General Conditions

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

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

## 7.3 Term of Contract

### 7.3.1 Work Period - Marine

1. Work must commence and be completed as follows:
- Commence: June 7, 2023  
Complete: August 30, 2023
2. The Contractor agrees that the above time (the "Work Period") provides an adequate period to perform the subject work and absorb a reasonable amount of unscheduled work. The Contractor certifies that they have sufficient material and human resources allocated or available to complete the subject work and a reasonable amount of unscheduled work within the total Work Period.

### 7.3.2 Additional Instructions to Work Period

The vessel will be manned during the work period and will be considered to be in commission. The vessel during that period will be in the care and custody of Canada.

The refit will be done at CCG base at 401 King Street, West, Prescott, ON K0E 1T0.

### 7.3.3 Time is of the Essence

Refer to SACC Manual Clause 2030 (2022-12-01), sub-section 10, Time is of the Essence.

## 7.4 Authorities

### 7.4.1 Contracting Authority

The Contracting Authority for the Contract is:

Mark Hatherall  
Department of Public Works and Government Services Canada (PWGSC)  
Marine Sector

PWGSC, 6A2 Place du Portage, Phase III  
11 Laurier Street,  
Gatineau, Quebec, K1A 0S5  
Tel: (343) 540-9460  
E-Mail: [Mark.Hatherall@tpsgc-pwgsc.gc.ca](mailto:Mark.Hatherall@tpsgc-pwgsc.gc.ca)

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

#### 7.4.2 Technical Authority

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

Name will be determined at Contract Award

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

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

#### 7.4.3 Inspection Authority

The Inspection Authority for the Contract is the Canadian Coast Guard. *(will be provided at Contract award)*

Name will be determined at Contract Award

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

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

#### 7.4.4 Contractor's Representative

The Contractor's site representative is: *(TBD at Contract award)*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_\_  
Mobile: \_\_\_\_\_  
E-mail: \_\_\_\_\_

## **7.5 Payment**

### **7.5.1 Basis of Payment - Firm Price**

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

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Specifications, will be authorized or paid to the Contractor unless such design changes, modifications or interpretations have been authorized in writing, by the Contracting Authority prior to their incorporation in the Work.

There are no current Covid-19 protocols in place to be implemented for the present time for this requirement. However, if there are any changes to the protocols as per the Government of Canada and/or the relevant provincial government during the course of this resulting contract, a decision regarding the covering of such costs will be taken after a meeting between Contractor, Contracting Authority and the Technical Authority. The meeting will be held to review the costs associated with executing and administering the Contract in accordance with all measures that provincial, municipal and federal governments and public health authorities have instituted to protect against the threat of the severe acute respiratory syndrome coronavirus. This includes, but is not limited to: Covid-19 specific cleaning (labour & Material), Personal Protective Equipment (PPE), Covid-19 testing/monitoring, additional equipment, extra labour, shift differentials and any additional administration/planning/project management.

### **7.5.2 Terms of Payment - Progress Payment**

1. Canada will make progress payments in accordance with the payment provisions of the Contract, no more than once a month, for cost incurred in the performance of the Work, up to 90 percent of the amount claimed and approved by Canada if:
  - (a) an accurate and complete claim for payment using form PWGSC-TPSGC 1111 <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/1111.pdf>, Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
  - (b) the amount claimed is in accordance with the basis of payment;
  - (c) the total amount for all progress payments paid by Canada does not exceed 90 percent of the total amount to be paid under the Contract;
  - (d) all certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives.
2. The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted.

3. Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the rights to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

### 7.5.3 Basis of payment – Volume of Work

The basis of payment, detailed in the contract, including the rates and prices shall remain in force notwithstanding any variation between the volumes of work upon which those rates are based and the volume of work actually received by the contractor. Further, the contractor may not claim from the Crown any under recovery of fixed overhead expenses as a result of reduced business volume.

### 7.5.4 Liens - Section 427 of the Bank Act

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

### 7.5.5 Limitation of Price

SACC Manual Clause [C6000C](#) (2017-08-17) Limitation of Price

### 7.5.6 Time Verification

SACC Manual Clause [C0711C](#) (2008-05-12) Time Verification

## 7.6 Invoicing Instructions

The Contractor must submit invoices in accordance with the information required in Section 13 of SACC 2030 (2022-12-01), General Conditions, Higher Complexity, Goods, Article 7.5 Payment and Article 7.6 Invoicing Instructions.

### 7.6.1 Invoices

1. Invoices are to be made out to:

Canadian Coast Guard Marine Engineering  
TBD (*Contact information will be provided at Contract award*)

And;

The original invoice to be forwarded for verification to:

Public Works and Government Services Canada  
Marine Systems Directorate  
Ship Refit Division  
6A2 Place du Portage, Phase III  
11 Laurier Street  
Gatineau, Quebec K1A 0S5  
Attention: Mark Hatherall  
Email: Mark.Hatherall@tpsgc-pwgsc.gc.ca

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

### 7.6.2 Invoicing Instructions - Progress Claim

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

Each claim must show:

- (a) all information required on form PWGSC-TPSGC 1111;
  - (b) all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
2. Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.
  3. The Contractor must prepare and certify the claim on form PWGSC-TPSGC 1111, and forward it to the Contracting Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.  
  
The Contracting Authority will then forward the claim to the Technical Authority for certification and return to the contractor with all the signatures for onward submission to the Payment Office by the contractor for the remaining certification and payment action.
  4. The Contractor must not submit claims until all work identified in the claim is completed.

### **7.6.3 Warranty Holdback**

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

## **7.7 Certifications**

### **7.7.1 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.

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

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

## **7.9 Applicable Laws**

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

## 7.10 Priority of Documents

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

- (a) the Articles of Agreement – including all its amendments;
- (b) the Supplemental General Conditions [1029](#), (2018-12-06), Ship Repairs;
- (c) the General Conditions [2030](#), (2022-12-01) , General Conditions - Higher Complexity - Goods
- (d) the General Conditions [1031-2](#), (2012-07-16), Contract Cost Principles;
- (e) Annex "K", Bidders Questions and Answers
- (f) Annex "A", Statement of Work;
- (g) Annex "B", Basis of Payment;
- (h) Annex "C", Federal Contractors Program for Employment Equity - Certification;
- (i) Annex "D", Insurance Requirements;
- (j) Annex "E", Warranty;
- (k) Annex "F", Procedure for Unscheduled Work;
- (l) Annex "G", Quality Control/Inspection;
- (m) Annex "H", Financial Bid Presentation Sheet;
- (n) Annex "I", Vessel Custody
- (o) Annex "J", Deliverables/Certifications
- (p) Annex "K" Questions and Answers
- (q) the Contractor's bid dated \_\_\_\_\_ (insert date of bid), as amended \_\_\_\_\_ (insert date(s) of amendment(s) if applicable)

## 7.11 Insurance Requirements

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

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

The Contractor must forward to the Contracting Authority within **five (5) working days** after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## 7.12 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.

Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

2. Whether the claim is based in contract, tort, or another cause of action, the Contractor's liability for all damages suffered by Canada caused by the Contractor's performance of or failure to perform the Contract is limited to \$10 million per incident or occurrence to an annual aggregate of \$20 million for

losses or damage caused in any one year of carrying out the Contract, each year starting on the date of coming into force of the Contract or its anniversary. This limitation of the Contractor's liability does not apply to nor include:

(a) Any infringement of intellectual property rights;

(b) Any breach of warranty obligations;

(c) Any liability of Canada to a third party arising from any act or omission of the Contractor in performing the Contract; or any loss for which the policies of insurance specified in the Contract or any other policies of insurance held by the Contractor would provide insurance coverage.

3. Each Party agrees that it is fully liable for any damages that it causes to any third party in connection with the Contract, regardless of whether the third party makes its claim against Canada or the Contractor. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada for that amount.
4. The Parties agree that nothing herein is intended to limit any insurable interest of the Contractor nor to limit the amounts otherwise recoverable under any insurance policy. The Parties agree that to the extent that the insurance coverage required to be maintained by the Contractor under this Contract or any additional insurance coverage maintained by the Contractor, whichever is greater, is more than the limitations of liability described in sub article (2), the limitations provided herein are increased accordingly and the Contractor shall be liable for the higher amount to the full extent of the insurance proceeds recovered.
5. If, at any time, the total cumulative liability of the Contractor for losses or damage suffered by Canada caused by the Contractor's performance of or failure to perform the Contract, excluding liability described under subsection 2(a), (b), (c) and (d) exceeds \$40 million, either Party may terminate the Contract by giving notice in writing to the other Party and neither Party will make any claim against the other for damages, costs, expected profits or any other such loss arising out of the termination. However, no such termination or expiry of the Contract shall reduce or terminate any of the liabilities that have accrued to the effective date of the termination but which liabilities are subject to the limitations as specified in sub-article (1) through (4) above.
6. The date of termination pursuant to this Article, shall be the date specified by Canada in its notice to terminate, or, if the Contractor exercises the right to terminate, in a notice to the Contractor from Canada in response to the Contractor's notice to terminate. The date of termination shall be in Canada's discretion to a maximum of 12 months after service of the original notice to terminate served by either Party pursuant to sub-article 5, above.
7. Nothing shall limit Canada's other remedies, including Canada's right to terminate the Contract for default for breach by the Contractor of any of its obligations under this Contract, notwithstanding that the Contractor may have reached any limitation of its liability hereunder.

#### **7.13 Financial Security (not used)**

#### **7.14 Foreign Nationals (Canadian Contractor)**

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary

work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements

#### **7.15 Sub-contracts and Sub-contractor List**

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

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

#### **7.16 Work Schedule and Reports**

No later than five **(5) Calendar days** after contract award, the preliminary work schedule provided with the bid must be revised, detailed and resubmitted in preparation to the contract award meeting.

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

The Contractor must provide a detailed work schedule showing the commencement and completion dates for the Work in the available work period, including realistic target dates for significant events.

During the work period the schedule is to be reviewed on an ongoing basis by the Inspection Authority and the Contractor, updated when necessary, and available in the Contractor's office for review by Canada's authorities to determine the progress of the Work.

#### **7.17 Insulation Materials - Asbestos Free**

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

#### **7.18 Trade Qualifications**

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

#### **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 Contractor's bid.

The Contractor's quality management system must address each requirement contained in the standard, however, the Contractor is not required to be registered to the applicable standard.

## 7.20 Project Management Services

The Contractor is required to provide their own Project Management Team experienced and capable of successfully managing this Contract. Project management personnel, services and deliverables must comply with the requirements detailed in the contract.

### 1. Intent

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

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

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

### 2. Project Manager

(a) The Contractor must supply an experienced Project Manager (PM).

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

### 3. Project Management Team

Other than the Project Manager, the Contractor must assign and vary other job descriptions to suit its organization; provided however that the collective resume of its Project Management must provide for the effective control of the project elements including but not limited to:

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

### 4. Reports

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

- i. Production Work Schedule
- ii. Inspection Test Plan Summary
- iii. Growth Work Summary
- iv. Risk Register

## 7.21 Quality Control Plan

The Contractor must implement and follow the Quality Control Plan (QCP) prepared according to the latest issue (at contract date) of ISO 10005:2018 Quality management - Guidelines for quality plans, approved by the Inspection and the Technical Authority. The QCP must describe how the Contractor will conform to the specified quality requirements of the Contract and specify how the required quality activities are to be carried out, including quality assurance of subcontractors. The Contractor must include a traceability matrix from the elements of the specified quality requirements to the corresponding paragraphs in the QCP. The QCP must be made available to the Inspection and Technical Authority for review and approval **within five (5) working days** after contract award.

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

The Contractor must make appropriate amendments to the QCP throughout the term of the Contract to reflect current and planned quality activities. Amendments to the QCP must be acceptable to the Inspection Authority and the Technical Authority.

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

#### **7.22 Inspection and Test Plan**

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

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

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

#### **7.23 Equipment/Systems: Inspection/Test**

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

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

#### **7.24 Environmental Protection**

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

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

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

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

#### **7.25 Hazardous Waste**

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

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

#### **7.26 Supervision of Fueling and Disembarking Fuel (not used)**

#### **7.27 Fire Protection, Fire Fighting and Training**

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

#### **7.28 Loan of Equipment - Marine**

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

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

A list of Government equipment that the Contractor intends to request must be submitted to the Contracting Authority within **three (3) working days** of Contract Award to permit timely supply or for alternate arrangements to be made. The request must state the time frame for which the equipment is required.

**Refer to Annex "J2" for Deliverables/Certifications.**

#### **7.29 Welding Certification**

1. The Contractor must ensure that welding is performed by a welder certified by the Canadian Welding Bureau (CWB) in accordance with the requirements of the following Canadian Standards Association (CSA) standards:
  - (a) CSA W47.1 - Latest Edition, Certification for Companies for Fusion Welding of Steel (Division Level 2);
  - (b) W47.2 - Latest Edition, Certification for Companies for Fusion Welding of Aluminum (Division Level 1 or 2).
2. In addition, welding must be done in accordance with the requirements of the applicable drawings and specifications.
3. Before the commencement of any fabrication work, and upon request from the Technical Authority, the Contractor must provide approved welding procedures and/or a list of welding personnel intended to be used in the completion of the work. The list must identify the CWB welding procedure qualifications attained

by each of the personnel listed and must be accompanied by a copy of each person's current CWB welding certification.

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

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

**In addition, refer to Annex "F".**

### **7.31 Vessel Manned Refits**

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

The vessel must be made completely habitable for the ship's crew to return to the vessel August 30, 2023 to prepare for the vessels commissioning, and to assist during the commissioning activities; set to work test and trials For the vessel to be habitable, the ship's galley must be made operational, all crew lodgings must be cleaned and made ready for crew, washrooms and showers must be fully functional, potable water supplied, showers and bathrooms must be operational.

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

### **7.32 Contract Kick-off Meeting**

A Contract Kick-off meeting will be convened and chaired by the Contracting Authority and the Technical Authority at the Coast Guard's facility or will be held virtually via Webex or MS Teams, at a time to be determined soon after the Contract award. At that meeting the contractor will introduce all its management personnel as per its organization chart, and Canada will introduce authorities. During this meeting, details of the vessel's specifications and equipment purchases will be discussed.

The Contractor must submit the following items to the Contracting Authority, **at least three working days** prior to the scheduled meeting:

- List of Critical Purchase Requisitions (i.e. long lead items and FSR Purchase Orders), if applicable.

### **7.33 Progress Meetings**

Progress meetings, chaired by the Contracting Authority, will take place at the Coast Guard's facility, or virtually, as and when required, generally once every two weeks. Interim meetings may also be scheduled. Contractor 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/Contracting Authority.

Once a week, the Contractor must provide by email an updated project timeline to the CA, TA and IA. The project timeline must address the items mentioned below in (b).

During each PRM the Contractor shall provide a status of the overall contracted project, including programmatic, production, test, Integrated Logistics Support, subcontract, risk

issues, and progress as it relates to the Schedule, and the associated Work Breakdown Structure. For each PRM, the Contractor shall:

- (a) Ensure that Contractor data, personnel and facilities are available for each formal meeting in order that the meetings may be conducted in an efficient manner; and
- (b) Include the following agenda items for discussion and resolution:
  - i. Contractual Issues;
  - ii. Financial Issues
  - iii. Technical Issues;
  - iv. Environmental, Health and Safety Issues; and
  - v. Previous action items.

The CA or authorized representative will chair the PRMs and will record the minutes of all meetings, and include as a minimum discussion items, records of decisions, all action items, risk items, and a record of conclusions reached at the Progress Review / Technical Meetings.

The CA will distribute a draft of all minutes to the Contractor's representative, Inspection Authority, and Technical Authority for review and comment. If no comments are made within 24 hours of receipt of the minutes of meeting, it will be deemed as accepted by all.

If the progress review meetings take place virtually, the CA will provide the Call-in coordinates and timings in advance.

#### **7.34 Outstanding Work and Acceptance**

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

**Refer to Annex "I" for details of Acceptance Procedures and Reports.**

#### **7.35 Scrap and Waste Material**

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

#### **7.36 Stability (not used)**

#### **7.37 Vessel Access by Canada**

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

### **7.38 Title to Property - Vessel**

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

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

The Contract is a defence contract within the meaning of the Defence Production Act, R.S.C. 1985, c. D-1, and must be governed accordingly.

Title to the Work or to any materials, parts, work-in-process or finished work must belong to Canada free and clear of all claims, liens, attachments, charges or encumbrances. Canada is entitled, at any time, to remove, sell or dispose of the Work or any part of the Work in accordance with section 20 of the Defence Production Act.

### **7.39 Workers Compensation**

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

### **7.40 Dispute Resolution**

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

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

### **7.41 Failure to Deliver**

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

### **7.42 Care, Custody and Control (not used)**

### **7.43 Permits, Licenses and Certificates**

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

#### **7.44 Export Licenses**

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

#### **7.45 Equivalency of Equipment**

- (a) The Contractor guarantees that the equipment to be delivered under the Contract is:
- (i) equivalent in form, fit, function and quality to the existing equipment owned by Canada that was described in the bid solicitation that resulted in the Contract; and
  - (ii) fully compatible, interchangeable and interoperable with the existing equipment owned by Canada.
- (b) The Contractor also guarantees that any warranties with third parties concerning the existing equipment owned by Canada will not be adversely affected by Canada's use of the equipment delivered under the Contract (for example, by interconnecting the equipment) or by any other services provided by the Contractor under the Contract. If Canada determines in its sole discretion that any such warranty has been adversely affected, at Canada's sole option, the Contractor must:
- (i) pay to Canada the amount that Canada must pay to the original supplier (or an authorized reseller of that supplier) to re-certify Canada's existing equipment for warranty purposes and any other amounts paid by Canada to a third party in order to restore the equipment to full warranty status;
  - (ii) perform all warranty work on Canada's existing equipment in place of the original supplier; or
  - (iii) pay to Canada the amount that Canada must pay to the original supplier (or an authorized reseller of that supplier) to perform maintenance work on the equipment that otherwise would have been covered by the warranty.
- (c) The Contractor agrees that, during the Contract Period, if Canada determines that any of the equipment is not equivalent in form, fit, function and quality to the existing equipment owned by Canada or is not fully compatible, interchangeable and interoperable with the existing equipment owned by Canada, the Contractor must immediately and entirely at its own expense take all steps necessary to ensure that the equipment satisfies these requirements (for example, by implementing any additional software or firmware), failing which Canada will have the immediate right to terminate the Contract for default. The Contractor agrees that, if Canada terminates the Contract for this reason, the Contractor must pay to Canada the costs of reprocurring the equipment from a third party and the difference, if any, in price paid by Canada to the third party.
- The Contractor acknowledges that its failure to deliver equivalent equipment that satisfies the above requirements may result in the Contractor (as well as its affiliates and any other entities with whom the

Contractor or its principals do not deal at arm's length) being unable to propose equivalent substitutes in response to future PWGSC bid solicitations.

#### **7.46 Travel and Living Expenses - National Joint Council Travel Directive**

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

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

All payments are subject to government audit.

#### **7.47 Government Supplied Material**

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

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

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

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

While a final GSM accounting is not automatically required for every Contract, Canada reserves the right to request a final accounting at any time within one year of the Contract completion date.

Contractor must refer to Annex A for listed GSM.

Solicitation No. - N° de l'invitation  
F2599-230001/A  
Client Ref. No. - N° de réf. du client  
F2599-230001

Amd. No. - N° de la modif.  
File No. - N° du dossier  
049md F2599-230001

Buyer ID - Id de l'acheteur  
049md  
CCC No./N° CCC - FMS No./N° VME

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

**CCGS Griffon**

**(Attached as separate document)**

## ANNEX B - BASIS OF PAYMENT

Annex B will form the Basis of Payment for the resulting Contract, it must not be filled in at the bid submission stage.

### B1 Contract Firm Price

|    |  |    |
|----|--|----|
| A) | Known Work<br>For work as stated in PART 7 - article 7.1, specified in Annex A and detailed in the attached Annex H – Appendix 1 - Pricing Data Sheet for the FIRM PRICE of: | \$ |
| B) | Applicable taxes of line A) only:  | \$ |
| C) | Total firm Price including Applicable Taxes [A+B]  | \$ |

### B2 Unscheduled Work

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

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

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

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

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

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

#### Pro-rated Prices Unscheduled Work

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

### B3 Overtime

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

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

- a. Time and One Half\*\*: \$\_\_\_\_\_ per  
hour, or
- b. Double Time\*\*\*: \$\_\_\_\_\_ per hour

Notes:

1. These rates shall be blended rates for all classes of labour, engineering and foreperson and shall include all overheads, supervision and profit.
2. These rates will remain firm for the duration of the Contract, including all amendments and are subject to audit if considered necessary by Canada.
3. Definitions:
  - \* Regular time is defined as an 8 hour work day.
  - \*\* Time and One Half is defined as time in excess of the Regular Time\*.
  - \*\*\* Double Time is defined as Sundays and Statutory Holidays.

#### B4 Daily Services Fee

In the event of a delay in the performance of the Work that lengthens the Work period beyond the date specified in this Contract, and if such delay is recognized and agreed upon by the Contracting Authority as being attributable to Canada, Canada agrees to pay the Contractor the daily services fee, described below, for each day of such delay. This fee shall be the sole liability of Canada to the Contractor for the delay. The contractor to inform Canada at least fifteen (15) days in advance of the original contract end date for any such delays foreseen as attributable to Canada, with a detailed explanation and the number of days being claimed for such delay.

The firm daily services fee is:

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

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

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

The following costs must be included in the price:

- B5.1:** Ship Services: include all costs for ship services such as water, steam, electricity, etc., required for vessel maintenance for the duration of the Contract.
- B5.2:** Docking and Undocking include: (not used)
- B5.3:** Field Service Representatives/Supervisory Services: include all costs for field service Representatives / supervisory services including manufacturers' representatives, engineers, etc.

The Contractor is responsible for the performance of all subcontractors and FSRs.

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

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

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

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

## **B6 Pricing Data Sheets**

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

## ANNEX C to PART 5 - BID SOLICITATION

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit Employment and Social Development Canada (ESDC) – Labour's website  
([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page)).

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

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

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

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

OR

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

B. Check only one of the following:

- ☐ B1. The Bidder is not a Joint Venture.

OR

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

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## ANNEX D – INSURANCE REQUIREMENTS

### D1 Ship Repairers' Liability Insurance

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

### D2. Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$10,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability Insurance policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. 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.
  - d. 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.
  - e. 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.
  - f. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - g. Employers' Liability (or confirmation that all employees are covered by Worker's Compensation (WSIB) or a similar program)

- h. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority with thirty (30) days written notice of policy cancellation.
- i. If the policy is written on a claims-made basis, coverage must be in place for a period of at least twelve (12) months after the completion or termination of the Contract. Employees and, if applicable, Volunteers must be included as Additional Insured.
- j. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- k. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

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

1. The Contractor must obtain Contractor's Pollution Liability insurance, providing coverage for Asbestos Abatement, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$5,000,000 per accident or occurrence and in the annual aggregate.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The Contractor's Pollution Liability insurance coverage provided under the remarks section above) policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
  - b. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - c. Separation of Insureds: The policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - d. Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - e. Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.
  - 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:

Solicitation No. - N° de l'invitation  
F2599-230001/A  
Client Ref. No. - N° de réf. du client  
F2599-230001

Amd. No. - N° de la modif.  
  
File No. - N° du dossier  
049md F2599-230001

Buyer ID - Id de l'acheteur  
049md  
CCC No./N° CCC - FMS No./N° VME

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

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

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## ANNEX E – WARRANTY

### Warranty Procedures

#### E1. Scope

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

#### E2. Reporting Failures with Warranty Potential

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

#### E3. 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 following procedures for the investigation and reporting of the potential warranty issue must be followed:
  - i. The vessel advises the Technical Authority when a defect, which is considered to be directly associated the refit work, has occurred.
  - ii. On review of the Specification and the Acceptance Document, the Technical Authority in consort with Ship's Staff is to complete the Tombstone Data and section 1 of the Appendix 1 – Warranty Claim Form Annex D and forward the original to the Contractor for review with a copy to the PWGSC contracting Authority. If the PWGSC Contracting or INSPECTION AUTHORITY is unable to support warranty action, the Defect Claim Form will be returned to the originator with a brief justification. (It is to be noted that in the latter instance PWGSC will inform the Contractor of its decision and no further action will be required of the Contractor.

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

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

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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.

**E4. 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 paragraphs E.3.b and E.3.c, PWGSC will take necessary action with the Contractor while the Technical Authority informs its Senior Management including pertinent data and recommendations.

c. The total cost of processing warranty claims must include accommodation and travel costs of the Contractor's employees as well as equipment/system down time and operational constraints. Accordingly, the cost to remediate the defect, in manhours and material, will be discussed between the Contracting/Inspection Authorities and the Technical Authority to determine the best course of action.

**E5. Alongside Period For Warranty Repairs and Checks (not used)**

ANNEX E – APPENDIX 1

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

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049md F2599-230001

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049md  
CCC No./N° CCC - FMS No./N° VME

## 2. Contractor's Investigation and Position - Examen et position de l'entrepreneur

**Note:** The Contractor must investigate the claim, determine its position, complete this section 2 and return the claim to the TA and cc the CA. - L'entrepreneur doit faire l'examen de la réclamation, déterminer sa position, compléter la présente section 2 et retourner la réclamation l'AT avec copie à l'AC.

Contractor recognizes its total responsibility and will proceed with corrective action(s)

L'entrepreneur reconnaît son entière responsabilité et corrigera le défaut

Provide details on action(s) to take place with date and location.

Fournir les détails de(s) action(s) qui seront prise ainsi que la date et le lieu.

Contractor recognizes a partial responsibility.

L'Entrepreneur reconnaît une responsabilité partielle.

Provide details supporting the above position with proposed sharing.

Fournir les détails justifiant la position ci-dessus ainsi que le partage proposé.

Contractor disclaims any responsibility.

L'entrepreneur refuse toute responsabilité.

Provide details supporting the above position.

Fournir les détails justifiant la position ci-dessus

Contractor's representative  
Représentant de l'entrepreneur

Date

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|   |  |  |  |  |  |
|---|--|--|--|--|--|
|   |  |  |  |  |  |
| <b>3. PWGSC - CA's decision in case of Contractor partial responsibility or disclaim of responsibility - Décision de l'AC de TPSGC en cas de reponsabilité partagée ou de refus de responsabilité de la part de l'entrepreneur.</b> |  |  |  |  |  |

Reasons supporting PWGSC- CA's decision.  
Raisons justifiant la décision de l'AC de TPSGC

|   |  |  |  |  |  |
|---|--|--|--|--|--|
|   |  |  |  |  |  |
| <b>4. Costs reccord if requested by PWGSC-CA - Annotation des coûts si requis par l'AC de TPSGC</b> |  |  |  |  |  |

When requested by the PWGSC-CA the customer department must record in this section the costs associated to the repair of the defect.  
Lorsque demandé par l'AC de TPSGC le ministère client doit annoter dans cette section les coûts associés à la réparation du défaut.

Confirmed by the Technical Authority  
Confirmé par l'Autorité Technique

Date

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|   |
|---|
| <b>5. Work Acceptance and Warranty Claim Closing - Acceptation des travaux et fermeture de la réclamation de garantie</b> |
|---|

|  |
|--|
| <b>Valid claim corrected by the Contractor and work accepted by Canada -<br/>Réclamation valable corrigée par l'entrepreneur et travaux acceptés par le Canada</b> |
|--|

Remarks  
Remarques

|  |  |
|--|--|
| Contractor's representative - Représentant de l'entrepreneur | Inspection Authority - Autorité d'inspection |
| Date   | Date   |

|  |
|--|
| <b>Valid claim corrected by the Contractor and Canada and work accepted by Canada -<br/>Réclamation valable corrigée par l'entrepreneur et le Canada et travaux acceptés<br/>par le Canada</b> |
|--|

Remarks  
Remarques

|  |   |
|--|---|
| Contractor's representative - Représentant de l'entrepreneur | Inspection Authority - Autorité d'inspection  |
| Date   | Date  |
| Technical Authority- Autorité technique                      | Contracting Authority - Autorité contractante |
| Date   | Date  |

|   |
|---|
| <b>Valid claim corrected by Canada and work accepted by Canada -<br/>Réclamation valable corrigée par le Canada et travaux acceptés par le Canada</b> |
|---|

Remarks  
Remarques

|   |   |
|---|---|
| Inspection Authority - Autorité d'inspection  | Technical Authority- Autorité technique |
| Date  | Date                                    |
| Contracting Authority - Autorité contractante |   |
| Date  |   |

|   |
|---|
| <b>Invalid claim - Réclamation non fondée</b> |
|---|

Remarks  
Remarques

|   |   |
|---|---|
| Technical Authority- Autorité technique | Contracting Authority - Autorité contractante |
| Date                                    | Date  |

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## **ANNEX F – PROCEDURE FOR UNSCHEDULED WORK**

### **F1. Purpose**

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

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

### **F2. Definitions**

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

### **F3. Procedures**

- a. The procedure involves the electronic form PWGSC 1379 for refit and repair and will be the only form for authorizing all unscheduled work.
- b. Emergency measures required to prevent loss or damage to the Vessel which would occur if this procedure were followed, shall be taken by the Contractor on its own authority. The responsibility for the cost of such measures shall be determined in accordance with the terms and conditions of the Contract.
- c. The Technical Authority will initiate a work estimate request by defining the unscheduled work requirement. It will attach drawings, sketches, additional specifications, other clarifying details as appropriate, and allocate their serial number for the request.
- d. Notwithstanding the foregoing, the Contractor may propose to the technical Authority in writing either by letter or some type of Defect Advice Form (A Contractor owned form) that certain unscheduled work should be carried out.
- e. The Technical Authority will either reject or accept such proposal and advise the Contractor and Contracting Authority. Acceptance of the proposal is not to be construed as authorization for the work

to proceed. If required, the Technical Authority will then define the unscheduled work requirement in accordance with sub paragraph 3(c).

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

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

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

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

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

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## ANNEXE G – QUALITY CONTROL/INSPECTION

### G1 Quality Control Plan

The Contractor must implement and follow the Quality Control Plan (QCP), prepared in accordance with the latest issue (at contract date) of the ISO 10005 : 2018 Quality Management – Guidelines for quality plans, approved by both the Inspection and the Technical Authority. The QCP must describe how the Contractor will conform to the specified quality requirements of the Contract and specify how the required quality activities are to be carried out, including quality assurance of subcontractors. The Contractor must include a traceability matrix from the elements of the specified quality requirements to the corresponding paragraphs in the QCP. The QCP must be made available to both the Inspection and Technical Authority for review and approval within five (5) calendar days after contract award.

The documents referenced in the QCP must be made available within two (2) working days as and when requested by the Inspection Authority. The Contractor must make appropriate amendments to the QCP throughout the term of the Contract to reflect current and planned quality activities. Amendments to the QCP must be acceptable to the Inspection Authority and the Technical Authority.

### G2 Inspection and Test Plan (ITP)

1. The Contractor must prepare an Overall Inspection and Test Plan (ITP) comprising individual of individual inspection and test plans for each specification item of this project in accordance with the Quality Standard and its Quality Control Plan (QCP). The Overall ITP must be submitted to the Inspection Authority for review and amended by the Contractor to the satisfaction of the Inspection Authority.
  - a. Each ITP must contain all inspection points identified in the Specification highlighting any mandatory points that must be witnessed by the Inspection Authority and other “hold” points imposed by the Contractor to ensure the quality of the work.
  - b. Milestone delivery date for the ITP is given in the Contract however individual ITPs should be forwarded for review as developed.
  - c. Each individual ITP must contain references to the functional tests, and test & trials that must be witnessed by the Inspection Authority to ensure the quality of the Work.
2. Coding:
  - a. Each ITP is to be coded for identification clearly demonstrating a systematic approach similar to the following (Contractor's system should be defined in its QCP):
    - i. Prefixes for Inspections, Tests and Trials:
      - prefix “1” is a contractor inspection – i.e.: 1H-10-01, 1H-10-02
      - prefix “2” is a contractor post repair test – i.e.: 2H-10-01; and
      - prefix “3” is a contractor post repair test – i.e.: 3H-10-01
  - b. Specification items followed by assigned sequence numbers for inspection processes within each Specification item; and
  - c. Cross reference to a verification document number.

### G3 Inspection and Test Plan Criteria

Inspection criteria, procedures and requirements are stated in the specifications, drawings, technical orders and reference standards invoked by the Specification. Test and trial documentation may also be included or referenced in the Specification. An individual ITP is required for each specification item with the following considerations:

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049md  
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1. All individual ITPs must be prepared by the Contractor in accordance with the above criteria, its quality plan and must provide the following reference information:
  - a. the ship's name;
  - b. the specification number item;

- c. equipment/system description and a statement defining the parameter which is being inspected;
- d. a list of applicable documents referenced or specified in the inspection procedure;
- e. the inspection, test or trial requirements specified in the specification (this may need to be a reference to a separate, detailed step-by-step procedure of how each inspection, test, or trial is to be performed, including conformance parameters, accept/reject criteria and recording of results, deficiencies found and description of corrective action(s) required);
- f. the tools and equipment required to accomplish the inspection (identified in each separate step-by-step procedure);
- g. the environmental conditions under which the inspections are to be conducted and the tolerances on the inspection conditions (identified in each separate step-by-step procedure);
- h. name and signature of the person who prepared the plan, date prepared and amendment level;  
and
- i. names and signatures of the persons conducting and witnessing the inspection, test or trial.

2. Contractor Imposed Testing:

- a. Tests and trials in addition to those given in the specification must be approved by the Inspection Authority.
- b. Amendments: Amendment action for the ITPs must be ongoing throughout the refit and reflect the inspection requirements for unscheduled work. Amendments must be submitted as developed, but not less frequently than once every second week.

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

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

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

1. The Contractor on the inspection record, test or trials sheets as applicable must record the results of each inspection. The Contractor must maintain files of completed inspection records consistent with the Quality Standard and its Quality Plan for this project.
2. The Contractor's QC representative (and the FSR when required) must sign as having witnessed the inspection, test or trial on the inspection record. The Contractor must forward originals of completed inspection records, together with completed test(s) and/or trials sheets to the Inspection Authority as they are completed.
3. Unsatisfactory inspection, test and/or trial results for which corrective action cannot be completed during the normal course of the inspection, test and/or trial will require the Contractor to establish and record the cause of the unsatisfactory condition to the satisfaction of the Inspection Authority. Representatives to Canada may assist in identification where appropriate.

4. Corrective action to remove the cause of unsatisfactory inspections must be submitted to the Inspection Authority in writing by the Contractor for approval before affecting such repairs and rescheduling of the unsatisfactory inspection, test and/or trial. Such notices must be included in the final records passed to the Inspection Authority.
5. The Contractor must undertake rectification of defects and deficiencies in the Contractor's installation or repair as soon as practicable. The Contractor is responsible to schedule such repairs at its own risk.
6. The Contractor must reschedule unsatisfactory inspections after any required repairs have been completed.
7. Quality Control, Inspection and Test records that substantiate conformance to the specified requirements including records of corrective actions must be retained by the Contractor for three (3) years from the date of completion or termination of the Contract and must be made available to the Inspection Authority upon request.

## **G6 Inspection and Trials Process**

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

NOTE: The Inspection Authority is NOT responsible for the resolution of discrepancies.
2. Inspection:
  - a. Upon receipt and acceptance of the Contractor's Overall ITP, inspection will consist of a number of inspection points supplemented by such other inspections, tests, demonstrations and/or trials as may be deemed necessary by the Inspection Authority to permit them to certify that the work has been performed in compliance with the provisions of the specification, Annex "A". The Contractor must be responsible for notifying the designated Inspection Authority of when the work will be available for inspection sufficiently in advance to permit the designated Inspection Authority to arrange for the appropriate inspection.
  - b. The Inspection Authority will inspect the materials, equipment and work throughout the project against the provisions of the specification and where non-conformances are noted, will issue appropriate inspection non-conformance reports (NCR).
  - c. The Contract requires the implementation of a Quality Assurance/Quality Control (QA/QC) system so the Inspection Authority requires the Contractor to provide a copy of its internal inspection report pertaining to a work item, before conducting the requested inspection. If third party inspections are required by the Contract the reports of these inspections must be submitted before the Work is inspected by the PWGSC Inspection Authority.
  - d. Incorrect or false QA/QC documentation submitted to the Inspection Authority prior to inspection of the Work the Inspection Authority may issue an Inspection non-conformance report against the Work. In addition, a separate report may be issued against the Contractor's QA/QC system.
  - e. Before carrying out any inspection, the PWGSC Inspection Authority must review the requirements for the Work and the acceptance and/or rejections standards to be applied. Where more than one standard or requirement are applicable, the order of precedence in the Contract will identify the priority.

### 3. Inspection Non-Conformance Report:

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

### 4. Tests, trials and demonstrations

- a. To enable the Inspection Authority to certify that the Work has been performed satisfactorily and in accordance with the Contract and specification, the Contractor must schedule, co-ordinate, perform and record all specified tests, trials and demonstrations required.
- b. Where the specification contains a specific performance requirements for any component, equipment, sub-system or system the Contractor must test each component, equipment, sub-system or system to the satisfaction of the Inspection Authority to prove that the specified performance has been achieved and that the component, equipment, sub-system or system perform as per specification.
- c. Tests, trials and demonstrations must be conducted in accordance with a logical, systematic schedule which must ensure that all associated components and equipment are proven before sub-system demonstrations or testing, and that the sub-systems are proven before system demonstration or testing.
- d. Where the specification does not contain specific performance requirements of any component, equipment, sub-system or system, the Contractor must demonstrate such component, equipment, sub-system or system to the satisfaction of the Inspection Authority.
- e. The Contractor must submit its ITP as detailed in G2.
- f. The Contractor must co-ordinate each test, trial and demonstration with all interested parties including the Inspection Authority, Contracting and Technical Authorities, regulatory authorities, Classification Society, subcontractors etc. The Contractor must provide the Inspection Authority and other Crown Authorities with a minimum of five (5) working days notice of each scheduled test, trial or demonstration.
- g. The Contractor must keep written records of all tests, trials and demonstrations conducted as detailed in G5. The Contractor may utilize the PWGSC Standards Tests & Trials Record Sheets which can be customized by the Contractor to suit individual test or trial requirements. These record sheets are available from the Inspection Authority in digital format.
- h. The Contractor must in all respects be responsible for the conduct of all tests and trials in accordance with the requirements of the Contract.
- i. The Inspection Authority and the Technical Authority reserve the right to defer commencement of or continuation with any sea trials for any reasonable cause, including but not limited to:
  - a. adverse weather;
  - b. visibility
  - c. equipment failure or degradation;
  - d. lack of qualified personnel; and
  - e. inadequate or non-compliance with safety standards.

## Annex H – FINANCIAL BID PRESENTATION SHEET

### H1 Price for Evaluation

|    |   |   |
|----|---|---|
| A) | <p><b>Known Work</b></p> <p>For work specified in Annex A – Statements of Work (CCGS Griffon) and detailed in the attached ANNEX H – Financial Bid Presentation Sheet – Appendix 1 - Pricing Data Sheet (CCGS Griffon) for a FIRM PRICE of:</p>   | <p>\$ _____</p>                                 |
| B) | <p><b>Unscheduled Work – Contractor labour cost</b></p> <p>Estimated labour hours at a firm charge out labour rate including overhead and profit <b>for evaluation purposes only:</b></p> <p>5,000 person hours x \$ _____ per hour for a PRICE of: See Annex H, article H2.1 and H2.2 below. <b>Any bid submitted with a charge out labour rate less than \$65/hr will be deemed non compliant.</b> There is no minimum or maximum amount of unscheduled work nor is there a guarantee of such unscheduled work in the Contract.</p> <p>Overtime premium for time and one half: Estimated hours for evaluation purposes only: 500 person hours x \$ _____ per hour for a PRICE of: See Annex H, article H3 below.</p> <p>Overtime premium for double time: Estimated hours for evaluation purposes only: 300 person hours x \$ _____ per hour for a PRICE of: See Annex H, article H3 below.</p> | <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> |
| C) | <p><b>Daily Service Fees</b></p> <p>For evaluation purpose only as per Annex H, article H4:</p> <p>Ten (10) working days x \$ _____ firm daily service fee</p> <p>Four (4) non-working days x \$ _____ firm daily service fee</p>   | <p>\$ _____</p> <p>\$ _____</p>                 |
| D) | <p><b>EVALUATION PRICE</b></p> <p><b>[A + B + C] for an EVALUATION PRICE (applicable taxes excluded) of:</b></p>  | <p>\$ _____</p>                                 |

## H2 Unscheduled Work

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

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

**H2.1:** Notwithstanding definitions or usage elsewhere in the Contract or in the Contractor's Cost Management System, when negotiating hours for unscheduled work PWGSC will consider only those hours of labour directly involved in the production of the subject work package.

**H2.2:** Allowance for related labour costs such as management, all supervision, purchasing and material handling, quality assurance and reporting, first aid, gas free certification inspecting and reporting and estimating and preparing unscheduled work submissions will be included as overhead for the purposes of determining the charge-out labour rate as entered in section H2 above.

**H2.3:** The ten (10) percent mark-up rate for material will also apply to subcontracted costs. The mark-up rate includes any allowance for material and subcontract management not allowable in the charge out labour rate. The Contractor will not be entitled to a separate labour component for the purchase and handling of materials or subcontract administration.

### Pro-rated Prices Unscheduled Work

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

## H3 Overtime

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

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

a. Time and One Half\*\*: \$ \_\_\_\_\_ per hour;

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

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

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

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

\*\* Overtime Time and One-Half Rate is defined as time in excess of the regular time\*,.

\*\*\* Overtime Double Time Rate is defined as Sundays and Statutory Holidays Pro-rated Prices

#### **H4 Daily Services Fees**

In the event of a delay in the performance of the Work and if such delay is recognized and agreed upon by the Contracting Authority as being attributable to Canada, Canada agrees to pay the Contractor the daily service fee described below for each day the Work is delayed. This fee shall be the sole liability of Canada to the Contractor for the delay.

The firm daily services fee are:

- a. For a working day: \$\_\_\_\_\_ per day, in CAD
- b. For a non-working day: \$\_\_\_\_\_ per day, in CAD

The above fees shall include but not be limited to all aspects of the following costs: project management services, administrative support, production services, quality assurance, material support, planned maintenance and ship services and all other resources and direct costs required to maintain the vessel at the Contractor's facility. These fees are firm and not subject to any additional charges for mark up or profit.

#### **H5 Vessel, Refit, Repair or Docking Costs**

The following costs must be included in the price:

1. Field services representatives/supervisory services: consist of the costs for field service representatives and/or supervisory services including manufacturers' representatives, engineers, etc.

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

2. Removals: include all costs for removals necessary to carry out the Work and will be the responsibility of the successful Bidder regardless if they are identified in the specification, except those removals not apparent when viewing the vessel or examining the drawings. The successful Bidder will also be responsible for safe storage of removed items and reinstallation of all items on completion of the Work. The successful Bidder will be responsible for renewal of components damaged while in their custody including during removal or reinstallation.
3. Sheltering, staging, crange and transportation: include the cost of all sheltering, staging including handrails, carnage and transportation to carry out the Work as specified. The successful Bidder will be responsible for the cost of any necessary modification of these facilities in order to meet applicable safety regulations.

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## **ANNEX H – Appendix 1 – PRICING DATA SHEET (CCGS Griffon)**

**ATTACHED AS SEPARATE DOCUMENT**

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## **ANNEX I – VESSEL CUSTODY (NOT USED)**

## ANNEX J DELIVERABLES/CERTIFICATIONS

### J1 Mandatory Tender Deliverables Check List

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

The Bidder must submit a completed Annex "J1" Deliverables/ Certifications.

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

| Item | Description  | Completed and Attached |
|------|--|------------------------|
| 1    | Invitation To Tender document part 1 page 1 completed and signed;                |                        |
| 2    | Completed Annex "H" Financial Bid Presentation Sheet", clauses H1 through H6;    |                        |
| 3    | Completed Pricing Data Sheets, per clause 3.1 Section II, Annex "H", Appendix 1; |                        |
| 4    | Completed Annex "J1" Deliverables/Certifications;                                |                        |
| 5    | Integrity Provisions - Associated Information, section 5.1.1                     |                        |
| 6    | Preliminary Work Schedule , per clause 6.7;                                      |                        |
| 7    | Project Management as per clause 6.15  |                        |

### J2 Deliverables after Contract Award

| Item | Description   | Reference                 | Due By  |
|------|---|---------------------------|---|
| 1    | Insurance requirements as per Annex "D"   | Clause 7.11 and Annex "D" | 5 Working Days after contract award               |
| 2    | Revised Work Schedule   | Clause 7.16               | 5 Calendar day after contract award               |
| 3    | The Contractor's Quality Control Plan   | Clause 7.21               | 5 working days after contract award               |
| 4    | The list of Government specialized loaned equipment that the Contractor intends to request.           | Clause 7.28               | 3 working days after contract award               |
| 5    | List of Critical Purchase Requisitions (i.e. long lead items and FSR Purchase Orders), if applicable. | Clause 7.32               | 3 working days prior to contract kick-off meeting |
| 6    | Inspection and Test Plan for review and approval  | Clause 7.22               | 5 working days after contract award               |

**J3 Deliverables Prior to Contract Award upon request only.** Upon request from the Contract Authority, the Bidder must submit the following documentation.

| Item | Description  | Completed and attached | To be forwarded if requested by the CA |
|------|--|------------------------|--|
| 1    | Financial Capability, as per clause 6.2                |                        | Prior to contract award                |
| 2    | Changes to Applicable Laws (if any), as per clause 2.4 |                        | Prior to contract award                |

|    |   |  |                         |
|----|---|--|-------------------------|
| 3  | Federal Contractors Program for Employment Equity, Complete section 5.1.2                                     |  | Prior to contract award |
| 4  | Proof of good standing with Worker's Compensation Board, as per clause 6.5                                    |  | Prior to contract award |
| 5  | Proof of valid Labor Agreement or similar instrument covering the work period, as per clause 6.6              |  | Prior to contract award |
| 6  | If Registered its Valid ISO 9001-2015 Certification, as per clause 6.9  |  | Prior to contract award |
| 7  | Objective evidence of documented Health and Safety System, as per clause 6.10;                                |  | Prior to contract award |
| 8  | Insurance Requirements, as per clause 6.13  |  | Prior to contract award |
| 9  | Proof of welding certification, as per clause 6.14  |  | Prior to contract award |
| 10 | List of subcontractors, as per clause 6.16  |  | Prior to contract award |
| 11 | Example of its Quality Control Plan, as per clause 6.17   |  | Prior to contract award |
| 12 | Example of an Inspection and Test Plan as per clause 6.18   |  | Prior to contract award |
| 13 | Details of Environmental Emergency Response Plan, Details of Formal Environmental Training as per Clause 6.19 |  | Prior to contract award |

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## **ANNEX K – Questions and Answers (Bidding Period)**