



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des soumissions -
TPSGC
11 Laurier St. / 11, rue Laurier
Place du Portage , Phase III
Core 0B2 / Noyau 0B2
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

**SOLICITATION AMENDMENT
MODIFICATION DE L'INVITATION**

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

Comments - Commentaires

**Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution
Ship Refits and Conversions / Radoubss et
modifications de navires and / et
11 Laurier St. / 11, rue Laurier
6C2, Place du Portage
Gatineau, Québec K1A 0S5

Title - Sujet CCGS Griffon - Vessel Life Extensio	
Solicitation No. - N° de l'invitation F7049-200157/A	Amendment No. - N° modif. 002
Client Reference No. - N° de référence du client F7049-200157	Date 2023-04-12
GETS Reference No. - N° de référence de SEAG PW-\$\$MD-029-29039	
File No. - N° de dossier 029md.F7049-200157	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2023-07-28 Heure Avancée de l'Est HAE	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Jeddi, Loubna	Buyer Id - Id de l'acheteur 029md
Telephone No. - N° de téléphone (873) 455-3835 ()	FAX No. - N° de FAX (819) -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	

Instructions: See Herein

Instructions: Voir aux présentes

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

Solicitation No. - N° de l'invitation
F7049-200157/A
Client Ref. No. - N° de réf. du client
F7049-200157

Amd. No. - N° de la modif.
002
File No. - N° du dossier
029md F7049-200157/A

Buyer ID - Id de l'acheteur
029md
CCC No./N° CCC - FMS No./N° VME

Solicitation Amendment # 002

This amendment is hereby raised :

- 1. To include Annexes B to S.**
-

- 1. Include Annexes B to S into the Solicitation Package.**

Annexes B to S are added below.

End of Solicitation Amendment #2

Solicitation No. - N° de l'invitation
F7049-200157/A
Client Ref. No. - N° de réf. du client
F7049-200157

Amd. No. - N° de la modif.
File No. - N° du dossier
029mdF7049-200157

Buyer ID - Id de l'acheteur
029md
CCC No./N° CCC - FMS No./N° VME

ANNEX A – Statement of Work
CCGS Griffon Vessel Life Extension
(Attached as separate document)

ANNEX B – Basis of Payment

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

B1 Contract Firm Price

A)	Known Work 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)	Cost of Financial Security	\$
D)	Total firm Price including Applicable Taxes [A+B+C]	\$

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

Pro-rated Prices Unscheduled Work

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

B3 Overtime

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

follows:

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

- a. Time and One Half**: \$ _____ per hour
- b. Double Time***: \$ _____ per hour

This rate shall be a blended rate for all classes of labour, engineering and foreperson and shall include all overheads, supervision and profit. These rates will remain firm for the duration of the Contract, including all amendments and are subject to audit if considered necessary by Canada.

- * Regular time is defined as an 8 hour work day.
- ** Time and One Half is defined as time in excess of the Regular Time*.
- *** Double Time is defined as Sundays and Statutory Holidays.

B4 Daily Services Fee

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

The firm daily services fee is:

- a) For a Working Day, on dock: \$
- b) For a Non-Working Day, on dock: \$
- c) For a Working Day, alongside: \$
- d) For a Non-Working Day, alongside: \$

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

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

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

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

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

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

Appendix 1 Pricing Data Sheet

ANNEX C – Federal Contractors Program For Employment Equity – Bid 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).

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).

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 Services and Procurement Canada (PSPC)..
 - b. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Department of Fisheries, Oceans, and Coast Guard, and Public Services and Procurement Canada (PSPC). 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 Services and Procurement Canada (PSPC)..
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

- f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
- h. Employers' Liability (or confirmation that all employees are covered by Worker's Compensation (WSIB) or a similar program).
- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority with thirty (30) days written notice of policy cancellation.
- k. 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.
- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- o. 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.

D3. Errors and Omissions Liability Insurance

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional 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 \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
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 following endorsement must be included:

Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.

D4. All Risk Property Insurance

The Contractor must obtain All Risks Property insurance while the Government Property is under its care, custody or control, and maintain it in force throughout the duration of the Contract, in an amount of not less than \$15,000,000.

The Government's Property must be insured on Replacements Cost (new) basis.

1. Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.

2. The All Risks Property insurance policy must include the following:
 - a. Notice of Cancellation: The Contractor will provide the Contracting Authority at least thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - b. Loss Payee: Canada as its interest may appear or as it may direct.
 - c. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Department of Fisheries, Oceans, and Coast Guard, and Public Services and Procurement Canada (PSPC). for any and all loss of or damage to the property however caused.

D5. 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 \$1,000,000 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 Services and Procurement Canada (PSPC)..
 - 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:

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.

D6. Marine Liability Insurance (only required if towing from one Contractor Facility to another Contractor Facility)

1. The Contractor must obtain protection and indemnity insurance that must include excess collision liability and pollution liability during the tow of the vessel from _____ to _____. The insurance must be placed with a member of the International Group of Protection and Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the Marine Liability Act, S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by Worker's Compensation as detailed in paragraph 2 below.
2. The Contractor must obtain worker's compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the territory or province or state of nationality, domicile, employment, having jurisdiction over such employees. If the Contractor is subject to an additional contravention, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.
3. The protection and indemnity insurance policy must include the following:
 - a. Full joint insured: Canada is added as full joint insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as full joint insured should read as follows: Canada, represented by Public Services and Procurement Canada (PSPC).
 - b. Notice of cancellation: The Contractor will provide the Contracting Authority a written notice of policy cancellation or any changes to the insurance policy as soon as the contractor becomes aware of any changes or cancellation.
 - c. Litigation rights: Pursuant to subsection 5(d) of the Department of Justice Act, R.S.C. 1985, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue

or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

D7. Marine Hull Insurance (only required if towing from one Contractor Facility to another Contractor Facility)

1. The Contractor must obtain Hull & Machinery insurance covering the watercraft, its equipment and appurtenances, and maintain it in force during the tow of the vessel from _____ to _____ for an amount of not less than the agreed value of the watercraft as described below. Coverage must conform to the Institute Voyage Clauses (Hulls), 1/11/95, or an agreed equivalent.

CCGS Griffon _____ Canadian Dollars (to be determined after Contract award)
Watercraft Agreed Value

2. The policy must include the following endorsements:
 - a. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by the Department of Fisheries and Oceans, and Public Services and Procurement Canada (PSPC) for any and all loss of or damage to the watercraft, however caused.

Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.

ANNEX E – Warranty

Warranty Procedure

E1. Scope

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

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 (IA) has the closest and most active involvement of the contracted work completed, this agency may assume this role.

E3. Procedures

- a. Immediately after it becomes known to the Ship's Staff that an equipment/system is performing below accepted standards or has become defective, the procedures for the investigation and reporting are as follows:
 - i. The vessel advises the Technical Authority when a defect, which is considered to be directly associated the refit work, has occurred.
 - ii. Upon review of the Specification and the Acceptance Document, the Technical Authority in consort with Ship's Staff is to complete the Tombstone Data and section 1 of the Appendix 1 to Annex "E" – Warranty Claim Form, found in Annex "K" and forward the original to the Contractor for review with a copy to the PSPC Contracting Authority. If the TA 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 this instance, PSPC will inform the Contractor of its decision and no further action will be required of the Contractor.
 - iii. Warranty defect claims may be forwarded in hard copy, by fax or by e-mail whichever format is the most convenient.
 - iv. Assuming the Contractor accepts full responsibility for repair, the Contractor is to complete Sections 2 and 3 of the Warranty Claim Form, and return it to the TA or IA (as in paragraph E2.b, above) who confirms corrective action has been completed, and who then distributes the form to the PSPC Contracting Authority.
- b. In the event that the Contractor disputes the claim as a warranty defect, or agrees to share the responsibility, the Contractor is to complete Sections 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 PSPC action. Material costs and manhours expended in correcting the defect are to be recorded and entered in Section 5 of the warranty defect claim by the Technical Authority who will forward the warranty defect claim to the PSPC Contracting Authority for action. Defective parts of equipment are to be retained pending settlement of the 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 PSPC 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 the 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 PSPC Contracting Authority will negotiate the best possible sharing arrangement.
- b. In the event of a disagreement as in paragraph E5c, PSPC 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

- a. If at all possible, an alongside period for the vessel is to be arranged just before the expiration of the 90 day warranty period. This alongside period is to provide time for warranty repair and check by the contractor.
- b. The Underwater paint system, before expiration of the warranty, should be checked by divers. The Technical Authority is to arrange the inspection and ensure that a representative of the Contractor will attend. The Technical Authority will inform the Contracting Authority of any adverse results.

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).
- d. Work undertaken without written Contracting Authority authorization will be considered the Contractor's responsibility and cost.
- e. The appropriate PWGSC form is the final summary of the definition of the unscheduled work requirement, and the costs negotiated and agreed to.

F3. Procedures

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

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

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

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.

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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).

ANNEX G – Quality Control Inspection

G1 Quality Control Plan

The Contractor must implement and follow the Quality Control Plan (QCP), prepared in accordance with the latest issue (at contract date) of the ISO 10005 : 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 for the elements of the specified quality requirements to the corresponding paragraphs in the QCP. The QCP must be made available to both the Inspection and Technical Authority for review and approval.

The documents referenced in the QCP must be made available within two (2) working days as and when requested by the Inspection Authority. The Contractor must make appropriate amendments to the QCP throughout the duration 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 (Overall ITP) comprising individual inspection and test plans for each SOW item (i.e. individual ITPs) 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 individual 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. 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.
 - c. A Milestone delivery date for the ITP is given in the Contract however individual ITPs should be forwarded for review as developed.
2. Coding:
 - a. Each ITP is to be coded for identification clearly demonstrating a systematic approach similar to the following (Contractor’s system should be defined in its QCP):
 - i. Prefixes for Inspections, Tests and Trials:
 - prefix “1” is a contractor inspection – i.e.: 1H-10-01, 1H-10-02;
 - prefix “2” is a contractor post repair test – i.e.: 2H-10-01; and
 - prefix “3” is a contractor post repair test – i.e.: 3H-10-01.
 - b. SOW items followed by assigned sequence numbers for inspection processes within each Specification item; and
 - c. Cross reference to a verification document number.

G3 Inspection and Test Plan Criteria

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

1. All 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 individual ITPs and their referenced 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 Overall ITP and its referenced documents 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, and on the Overall ITP. 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, Tests 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. The Contractor must notify 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 Inspection Authority.

The Inspection Authority may issue an Inspection non-conformance report against the Work should incorrect or false QA/QC documentation submitted to the Inspection Authority prior to inspection of the Work. In addition, a separate report may be issued against the Contractor's QA/QC system.

e. Before carrying out any inspection, the 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. Upon 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 Overall ITP and referenced documents 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:

- i. adverse weather;
- ii. visibility;
- iii. equipment failure or degradation;
- iv. lack of qualified personnel; and
- v. inadequate or non-compliance with safety standards.

ANNEX H – Financial Bid Presentation

H1 Price for Evaluation

A)	<p><u>Known Work</u></p> <p>For work as stated in Part 1 – GENERAL INFORMATION, article 1.2, 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>B1. Unscheduled Work – Contractor labour cost</p> <p>Estimated labour hours at a firm charge out labour rate including overhead and profit for evaluation purposes only:</p> <p>25 000 person hours x \$ _____ per hour for a PRICE of: See Annex H, article H2.1 and H2.2 below. Any bid submitted with a charge out labour rate less than \$75/hr will be deemed non compliant. There is no minimum or maximum amount of unscheduled work nor is there a guarantee of such unscheduled work in the Contract.</p> <p>B2. Overtime premium for time and one half: Estimated hours for evaluation purposes only: 2000 person hours x \$ _____ per hour for a PRICE of: See Annex H, article H3 below.</p> <p>B3. Overtime premium for double time: Estimated hours for evaluation purposes only: 1000 person hours x \$ _____ per hour for a PRICE of: See Annex H, article H3 below.</p>	<p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>
C)	<p>Daily Service Fees</p> <p>For evaluation purpose only as per Annex H, article H4:</p> <p>Thirty (30) Alongside working days x \$ _____ firm daily service fee Ten (10) Alongside non working days x \$ _____ firm daily service fee</p> <p>Fourteen (14) Drydock working days x \$ _____ firm daily service fee Six (6) Drydock non working days x \$ _____ firm daily service fee</p>	<p>\$ _____</p> <p>\$ _____</p>
D)	<p>Cost of Financial Security as per 6.2 and 7.14</p> <p>Type of Financial Security (as per 6.2.1): _____</p>	<p>\$ _____</p>
E)	<p>EVALUATION PRICE [A + B + C + D] for an EVALUATION PRICE (applicable taxes excluded) of:</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 may include a mark-up of ten percent (10%) 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 percent (10%) 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 is:

- a) For a Working Day, on dock: \$ _____
- b) For a Non-Working Day, on dock: \$ _____
- c) For a Working Day, alongside: \$ _____
- d) For a Non-Working Day, alongside: \$ _____

The above fees shall include but not be limited to all aspects of the following costs: project management services, administrative support, production services, quality assurance, 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. Ship services: include all costs for ship services such as water, steam, electricity etc. that are required for vessel maintenance for the duration of the Contract.
2. Docking and undocking includes:
 - a. all costs resulting from dry docking, wharfage, security, shoring, shifting and/or moving of the vessel within the Contractor's facility;
 - b. the cost of services to tie up the vessel alongside and to cast off.

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

3. 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.

4. The Bidder agrees to provide a secure, completely enclosed, indoor, humidity, temperature, and environmentally controlled storage space, for the Vessel's equipment, materials and GSM.
5. Removals: include all costs for removals necessary to carry out the Work and will be the responsibility of the Contractor regardless if they are identified in the SOW, except those removals not apparent when viewing the vessel or examining the drawings. The Contractor will also be responsible for safe storage of removed items and reinstallation of all items on completion of the Work. The Contractor will be responsible for renewal of components damaged while in their custody including during removal or reinstallation.
6. Sheltering, staging, crange and transportation: include the cost of all sheltering, staging including handrails, carnage and transportation to carry out the Work as specified.

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The Contractor 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)

Electronic 'Annex H Appendices' to be filled in separately

ANNEX I – Vessel Custody

11 Vessel Custody

1. This work is going to take place with the vessel “out of commission” and therefore in the care, control and custody of the Contractor.
2. An ACCEPTANCE CERTIFICATE – ASSUMPTION OF CUSTODY OF CANADIAN GOVERNMENT SHIPS BY CONTRACTORS (attached as Annex “I” - Appendix 1) shall be completed as required and a copy passed to the Inspection Authority.
3. To facilitate this turnover, representatives of the Contractor and Canada shall confirm the condition of the vessel.
4. A vessel condition report shall be appended to the above noted Certificate and shall be accompanied by colour photographs and/or video in either conventional or digital format.
5. When the vessel is to be returned to the care, control and custody of Canada, an ACCEPTANCE CERTIFICATE – RESUMPTION OF CUSTODY OF CANADIAN GOVERNMENT SHIPS BY THE CLIENT DEPARTMENT (attached as Annex I - Appendix 2) shall be completed and a signed copy passed to Canada for distribution.

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ANNEX I – Appendix 1 Contractor's Acceptance of Custody Certificate

ASSUMPTION OF CUSTODY OF CANADIAN GOVERNMENT SHIPS BY CONTRACTORS ACCEPTANCE OF

- _____.
1. The undersigned, on behalf of the Canadian Coast Guard and of _____ acknowledge to have handed over and receive respectively CCGS Griffon for the purpose of refit, all in accordance with the terms and conditions of PWGSC Contract Number _____ and such documents which form part of said Contract.
 2. It is mutually agreed by all parties that the condition report by compartment or area shall be considered as an addendum to this agreement; and shall be a valid document in the taking over of the vessel by the Contractor, even if the inspection and signing occur after the signing of the agreement but within the agreed ten (10) day period.

SIGNED AT _____ PROVINCE _____ ON
THE _____ DAY OF _____ (Month), 202__ ,
AT _____ HOURS.

FOR: _____
(Contractor)

FOR: _____
Department of Canadian Coast Guard

WITNESSED BY: _____
Public Services and Procurement Canada

ANNEX I – Appendix 2 Coast Guard Acceptance of return of Certificate

RESUMPTION OF CUSTODY OF CANADIAN GOVERNMENT SHIPS BY THE CLIENT DEPARTMENT
ACCEPTANCE OF _____ .

1. The undersigned, on behalf of _____ and of the Canadian Coast Guard, acknowledge to have handed over and to have received respectively the CCGS Griffon, said vessel having been received by _____ on _____ (date), for the purpose of refit in accordance with the terms and conditions of PWGSC Contract Number _____.
2. It is mutually agreed by all parties that the liabilities and responsibilities of _____, as defined in Article 9 of PWGSC 1029 – Supplemental General Conditions for Ship Repairs, for a vessel out of commission, shall automatically cease as at _____ (hours) on _____ (date).
3. That effective from _____ (hours) on the _____ (date), Article 8 of PWGSC 1029 for a vessel in commission shall apply, and that responsibility of the care and protection of said vessel shall revert to Canada.

SIGNED AT _____ PROVINCE _____ ON
THE _____ DAY OF _____ (Month), 202____,
AT _____ HOURS.

FOR: _____
(Contractor)

FOR: _____
(Canadian Coast Guard)

WITNESSED BY: _____
(Public Services and Procurement Canada)

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 evaluated as 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 H5;	
3	Completed Pricing Data Sheets, per clause 3.1 Section II, Annex "H", Appendix 1;	
4	Completed Annex "J1" Deliverables/Certifications;	
5	Changes to Applicable Laws (if any), per clause 2.4	
6	Integrity Provisions – section 5.1.1 if applicable and section 5.2.1	
7	Federal Contractors Program for Employment Equity, Complete section 5.2.2	
8	Contract Financial Security per clause 6.2 and Annex “H”	
9	Completed IPC Certification forms provided at Annex “P” – IPC Certification Forms Part 1 and Part 2 as per Section 5.2;	
10a	Docking Facility, per clause 6.3 - Certification	
10b	Docking Facility, per clause 6.3 – capacity for equipment with vessel side accesses	
10c	Docking Facility, per clause 6.3 – crane capacity	
11	Proof of good standing with Worker's Compensation Board, per clause 6.4	
12	Solicitation and Contract Terms and Conditions	
13	Preliminary Work Schedule (to WBS 3), per clause 6.6	
13a	Indicate the Work Schedule software and version used, per clause 6.6.	
14	Fueling and Disembarking Procedures, per clause 6.7	
15	Valid ISO 9001-2015 Certification, per clause 6.8	
16	Objective evidence of documented Health and Safety System, per clause 6.9	
17	Objective evidence of documented Fire Protection, Fire Fighting and Training Procedure, per clause 6.10	
18	Insurance Requirements, per clause 6.12	
19	Proof of welding certification (current letter of validation), per clause 6.13	
20	Project Management resumes (for Project Manager, Scheduler/Planner, Procurement Specialist, IM, Quality Assurance Facilitator, Vessel Superintendent).	
21	Project Manager supporting documentation, per Clause 6.14.2;	

22	Scheduler/Planner detailed schedule from a previous project (1) and supporting documentation (2), per Clause 6.14.3;	
23	Procurement Specialist supporting documentation (1) and (2), per Clause 6.14.4;	
24	Propulsion Machinery/Engine Room Integration Manager supporting documentation (1) and (2), per Clause 6.14.5;	
25	Quality Assurance/Inspection and Testing Manager Inspection and Testing Plan from a previous project (1) (also referenced in item 27, in this table), supporting documentation (2) and (3), Quality Assurance training course certificate (4), per Clause 6.14.6;	
26	General Vessel Supervisor/Superintendent supporting documentation (1), (2) and (3), per Clause 6.14.7;	
27	List of proposed subcontractors, per clause 6.15	
28	Example of previous Quality Control Plan, per clause 6.16	
29	Example of previous Inspection and Test Plan, per clause 6.17 and 6.14	
30	Details of Environmental Emergency Response Plan, waste management procedures and Formal Environmental Training per Clause 6.18	
31	FSR Confirmation – per 6.19	
32	Provide a description of warehouse/storage facilities that would be made available for this refit and compliant with the requirements identified in Annex “A”.	

J2 Deliverables after Contract Award (and Prior to Kickoff Meeting)

Item	Description	Reference	Due By
1	Contract Financial Security	Clause 7.14	5 working days after contract award
2	The Contractor's Quality Control Plan	Clause 7.22	5 working days after contract award
3	Overall project organizational chart	Annex “A”	5 working days after contract award
4	Change Management Log Template for review and approval	Annex A	5 working days after contract award
5	Insurance requirements per Annex "D"	Clause 7.11 and Annex “D”	10 Working Days after contract award
6	The list of Government specialized loaned equipment that the Contractor intends to request.	Clause 7.28	10 working days after contract award
7	Revised Work Schedule prior to Kickoff Meeting	Clause 7.16 Annex A	5 working days prior to Kickoff meeting
8	Inspection and Test Plan	Clause 7.22, Annex G	5 working days prior to Kickoff meeting
9	Drawing Register and Document Register (updated and detailed)	Clause 7.28, Annex K”	5 working days prior to Kickoff meeting
10	Underwater Hull Surface Paint proposed (must be approved by Health Canada and by Agriculture Canada)	Annex “A”	5 working days prior to Kickoff meeting

J3 Deliverables Prior to Contract Award (If Requested)

Item	Description	Reference	Due By
1	Financial Capability	Clause 6.1	Within 5 working days of the request

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2	Commitment letters from specified sub-Contractors indicating the number of resources available for different periods	Clause 6.6	Within 10 working days of the request
3	Confirmation of personnel and names to add to contract	Clause 6.14 and 7.21	Within 5 working days of the request
4	Confirmation of templates or submission of alternates (Templates for review and approval (if not using those proposed in Annex "K"))	Annex "K"	Within 5 working days of the request

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ANNEX K – Templates

Monthly Progress Report
Risk Management Register
Inspection and Test Plan
Defect Management Log
Growth Work Log
Log/Meeting Actions
Form PWGSC 1379
Warranty Claim Form
Inspection Non-Conformance Form

Populated Deliverable Templates

(to be updated and maintained by the Contractor for the duration of the Contract)

Document Register
Drawing Register

Risk Management Register

Risk Identification		Assessment			Risk Response Plan			Monitoring and Control									
Risk No.	Status	Risk Category	Spec Item and No.	Risk Event	Risk Statement (if Any)	Consequences (Technical, Schedule, Cost)	Threat or Opportunity	Program Area	Likelihood	Impact	Risk Mark	Response Strategy	Response Actions	Responsible to Implement	Responsible to Monitor	Interval or Electronic Check	Status Date and Review Comments
1	Active	Technical		Lead Paint	If lead paint is discovered during the VLE work period, then additional time would be needed and extra cost would be incurred.	Contractor OHS and ongoing ship crew OHS issues. Reduction of workforce productivity. Schedule and Cost may be affected.	Schedule	Unlikely	Medium	Yellow	Mitigate	Not known to be an issue on vessel; Project Officer to investigate availability of Regional lead paint records.	Project Officer	PM	monthly	May 31, 2020 - first entry	
2																	
3																	
4																	
5																	

Monthly Progress Report

Griffon

Shipyard - AAAA, Client - Canadian Coast Guard

Date:

Section 1: Introduction:

(Describe the status of the project's Timeline, as well as the Cost and Performance as an introduction)

Section 2: Time, Cost and Performance Details:

(Detail on each of these three to describe)

Section 3: Significant Risks and Subsequent Actions:

(The risk analysis must identify any impact upon delivery and actions taken to recover any slippage that may affect the contract delivery date)

Section 4: Critical Path Review

Section 5: QA Testing and Inspection Update

Section 6: Sub-Contractor and Major Component Supplier Activity

Section 7: Unscheduled/Additional Work

Section 8: FSRs Onsite and Expected FSR Arrivals:

APPENDICES: Include/submit the following documents (i.e. the most recent release of each except for A, D, and E – these are to be sent for the TRM – Technical Review Meetings):

- A. PROJECT SCHEDULE (updated every 2 weeks prior to the TECHNICAL REVIEW MEETING)
- B. DRAWING REGISTER (updated monthly)
- C. DOCUMENT REGISTER (updated monthly)
- D. CHANGE MANAGEMENT LOG (updated every 2 weeks prior to the TECHNICAL REVIEW MEETING)
- E. RISK MANAGEMENT REGISTER (updated every 2 weeks prior to the TECHNICAL REVIEW MEETING)
- F. LOAD ANALYSIS (updated every 2 months)
- G. SINGLE LINE DIAGRAM (updated monthly, if necessary)
- H. COORDINATION STUDY OF MAINS (updated monthly, if necessary)
- I. EMERGENCY DISTRIBUTION SYSTEMS (updated monthly, if necessary)
- J. SHORT CIRCUIT CURRENT ANALYSIS (updated monthly, if necessary)
- K. STRUCTURE/ORAGNIZATIONAL CHART FOR VLE (updated monthly, if necessary)
- L. ITP (updated monthly, with added procedures and results)
- M. WEIGHT CONTROL PROGRAM (updated monthly)
- N. PROGRESS PHOTOGRAPHS (updated monthly, attach to email)

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Form PWGSC 1379

 Public Works and Government Services Canada Travaux publics et Services gouvernementaux Canada		Project No. - No. du projet	
Work Arising or New Work – Travaux imprévus ou nouveaux travaux		File No. - No. de dossier	
Contractor's Name Nom de l'entrepreneur	Specification No. and Date No. de spécification et date	Work Order Serial No. No. de série du bon de travail	
Vessel - Navire	Customer Dept. - Ministère client	PWGSC 1379 Serial No. N° de série TPSGC 1379	
Signature	Title - Titre	Date	
Spec. Item No. Article spécif. no.	Description of Work, Labour and Material Detail Description des travaux, main-d'œuvre et matériaux	Hours Heures	Labour Cost Coût de la main-d'œuvre
Work Summary			
Total Labor Cost (Labor Tab)		0.0	\$0.00
Total Material and Subcontractors Cost (Supplies and Subcontractors Tab)			\$0.00
		Hourly Rate Taux horaire	Total Labour Cost Coût total de la Man-d'œuvre
			\$0.00
		Total Material Cost Coût total du matériel	
		Fee - Commission 10% of material du matériel	
		Sub-Total Sous-total	
		\$0.00	
Contractor - Entrepreneur	Signature	HST	\$0.00
Contract will be completed as scheduled Le contrat sera achevé dans les délais impartis Or specify date: Sinon, préciser la date:	Title - Titre	Date	TOTAL
Customer - Described work technically approved for price negotiated Client - Description des travaux approuvés en principe au prix négocié	Signature	Title - Titre Technical Authority	Date
PWGSC - Authority to proceed with work TPSGC - Autorisation d'effectuer les travaux	Signature	Title - Titre Contracting Authority	Date
PWGSC - 1379 Serial No. No. de série TPSGC 1379	Excel form based on PWGSC-TPSGC 1379 (10/2011)		WER No. DET no

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

ANNEX E – APPENDIX 1

		Travaux publics et Services gouvernementaux Canada	Public Works and Government Services Canada		
				APPENDIX 1 TO ANNEX E	
WARRANTY CLAIM FORM (Refit)					
FORMULAIRE DE RÉCLAMATION DE GARANTIE (Radoub)					
Vessel Name - Nom du navire		File No. - No. du dossier		Contract No. - No. du contrat	
Customer Department - Ministère client				Warranty Claim Serial No. No. de série de réclamation de garantie	
Defect's Impact on Vessel's Operations Conséquence du défaut sur les opérations du navire			The Defect Must Be Corrected; Le défaut doit être corrigé;		
Vessel out of service Navire hors d'usage	Vessel Limited Operation Opération réduite du navire	No immediate consequence Sans conséquence immédiate	Immediately Immédiatement	When directed by Canada Tel qu'avisé par le Canada	To be agreed between Canada and Contractor À être entendue entre le Canada et l'entrepreneur
1. Description of the Defect - Description du défaut					
<p>Note: 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. Référence à l'article du contrat et/ou devis no.					
Description					
Prepared by the on site responsible Préparé par le responsable sur place		Date	Approved by Technical Authority Approuvé par l'Autorité Technique		Date

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2. Contractor's Investigation and Position - Examen et position de l'entrepreneur	
<p>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.</p>	
<p>Contractor recognizes its total responsibility and will proceed with corrective action(s) L'entrepreneur reconnaît son entière responsabilité et corrigera le défaut</p> <p>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.</p>	
<p>Contractor recognizes a partial responsibility. L'Entrepreneur reconnaît une responsabilité partielle.</p> <p>Provide details supporting the above position with proposed sharing. Fournir les détails justifiant la position ci-dessus ainsi que le partage proposé.</p>	
<p>Contractor disclaims any responsibility. L'entrepreneur refuse toute responsabilité.</p> <p>Provide details supporting the above position. Fournir les détails justifiant la position ci-dessus</p>	
Contractor's representative Représentant de l'entrepreneur	Date

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

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

4. Costs record if requested by PWGSC-CA - Annotation des coûts si requis par l'AC de TPSGC

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

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



Clear Data - Effacer les données

Inspection Non-Conformance Report
Rapport d'inspection - non-conformité

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Project No. - N° du projet		File No. - N° du dossier		Requisition No. - N° de la demande	
Project - Projet				Report No. - Rapport n°	
To - À			From - De		
<p>The following item is not acceptable to the inspectors and requires corrective action by the contractor to comply with the provisions of the specification:</p>			<p>Les inspecteurs estiment que l'article suivant n'est pas acceptable; il doit être corrigé par l'entrepreneur de manière à satisfaire aux dispositions du devis:</p>		
<p>If you require more space - Si vous désirez plus d'espace</p>					
<p>When the foregoing non-conformance has been corrected, the contractor shall notify the inspector and request that it be reinspected</p>			<p>Une fois la non-conformité ci-dessus corrigé, l'entrepreneur doit aviser l'inspecteur et demander une autre inspection.</p>		
Technical Inspector's Signature - Signature de l'inspecteur technique				Date	
C.C. - C.C.			Resolution - Règlement		

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Document Register (Contractor to populate)

and

Drawing Register (Contractor to populate).

ANNEX L – General Conditions 1031-2, (2012-07-16), Contract Cost Principles

1031-2 01 (2008-05-12) General Principle

The total cost of the Contract must be the sum of the applicable direct and indirect costs which are, or must be reasonably and properly incurred and/or allocated, in the performance of the Contract, less any applicable credits. These costs must be determined in accordance with the Contractor's cost accounting practices as accepted by Canada and applied consistently over time.

1031-2 02 (2008-05-12) Definition of a Reasonable Cost

1. A cost is reasonable if the nature and amount do not exceed what would be incurred by an ordinary prudent person in the conduct of a competitive business.
2. In determining the reasonableness of a particular cost, consideration will be given to:
 - a. whether the cost is of a type generally recognized as normal and necessary for the conduct of a contractor's business or performance of the Contract;
 - b. the restraints and requirements by such factors as generally accepted sound business practices, arm's length bargaining, federal, provincial and local laws and regulations, and contract conditions;
 - c. the action that prudent business persons would take in the circumstances, considering their responsibilities to the owners of the business, their employees, customers, the Government and public at large;
 - d. significant deviations from the established practices of the Contractor which may unjustifiably increase the contract costs; and
 - e. the specifications, delivery schedule and quality requirements of the particular contract as they affect costs.

1031-2 03 (2008-05-12) Direct Costs

There are three categories of direct costs:

- a. "Direct Material Costs" meaning the cost of materials which can be specifically identified and measured as having been used or to be used in the performance of the Contract and which are so identified and measured consistently by the Contractor's cost accounting practices as accepted by Canada.
 - i. These materials may include, in addition to materials purchased solely for the performance of the Contract and processed by the Contractor, or obtained from subcontractors, any other materials issued from the Contractor's general stocks.
 - ii. Materials purchased solely for the performance of the Contract or subcontracts must be charged to the Contract at the net laid-down cost to the Contractor before cash discounts for prompt payment.
 - iii. Materials issued from the Contractor's general stocks must be charged to the Contract in accordance with the method as used consistently by the Contractor in pricing material inventories.
- b. "Direct Labour Costs" meaning the costs of the portion of gross wages or salaries incurred for the Work, which can be specifically identified and measured as having been incurred or to be incurred in the performance of

the Contract and which are so identified and measured consistently by the Contractor's cost accounting practices as accepted by Canada.

- c. "Other Direct Costs" meaning those applicable costs, not falling within the categories of direct material or direct labour, but which can be specifically identified and measured as having been incurred or to be incurred in the performance of the Contract and which are so identified and measured consistently by the Contractor's cost practices as accepted by Canada.

1031-2 04 (2012-07-16) Indirect Costs

1. "Indirect Costs (overhead)" meaning those costs which, though necessarily having been incurred during the performance of the Contract for the conduct of the Contractor's business in general, cannot be identified and measured as directly applicable to the performance of the Contract.
2. These Indirect Costs may include, but are not necessarily restricted to, such items as:
 - a. indirect materials and supplies (*);
 - b. indirect labour;
 - c. fringe benefits (the Contractor's contribution only);
 - d. public services expenses: expenses of a general nature such as power, heat, light, operation and maintenance of general assets and facilities;
 - e. fixed/period charges: recurring charges such as property taxes, rentals and reasonable depreciation costs;
 - f. general and administrative expenses: including remuneration of executive and corporate officers, office wages and salaries and expenses such as stationery, office supplies, postage and other necessary administration and management expenses;
 - g. selling and marketing expenses associated with the goods, services or both being acquired under the Contract;
 - h. general research or development expenses as considered applicable by Canada.

(*) For supplies of similar low-value, high-usage items the costs of which meet the above definition of Direct Material Costs but for which it is economically expensive to account for these costs in the manner prescribed for direct costs, then they may be considered to be indirect costs for the purposes of the Contract.

1031-2 05 (2008-05-12) Allocation of Indirect Costs

Indirect Costs must be accumulated in appropriate indirect cost pools, reflecting a contractor's organizational or operational lines and these pools subsequently allocated to contracts in accordance with the following two principles:

- a. the costs included in a particular indirect cost pool should have a similarity of relationship with each contract to which that indirect cost pool is subsequently distributed; further, the costs included in an indirect cost pool should be similar enough in their relationship to each other that the allocation of the total costs in the pool provides a result which would be similar to that achieved if each cost within that pool were separately distributed;

-
- b. the allocation basis for each indirect cost pool should reflect, as far as possible, the causal relationship of the pooled costs to the contracts to which these costs are distributed.

1031-2 6 (2008-05-12) Credits

The applicable portion of any income, rebate, allowance, or any other credit relating to any applicable direct or indirect cost, received by or accruing to the Contractor, must be credited to the Contract.

1031-2 07 (2012-07-16) Non-applicable Costs

Despite that the following costs may have been or may be reasonably and properly incurred by the Contractor in the performance of the Contract, they are considered non-applicable costs to the Contract:

- a. allowance for interest on invested capital, bonds, debentures, bank or other loans together with related bond discounts and finance charges;
- b. legal, accounting and consulting fees in connection with financial reorganization, security issues, capital stock issues, obtaining of patents and licenses and prosecution of claims against Canada;
- c. losses on investments, bad debts and collection charges;
- d. losses on other contracts;
- e. federal and provincial income taxes, excess profit taxes or surtaxes and/or special expenses in connection with those taxes;
- f. provisions for contingencies;
- g. premiums for life insurance on the lives of officers and/or directors where proceeds accrue to the Contractor;
- h. amortization of unrealized appreciation of assets;
- i. depreciation of assets paid for by Canada;
- j. fines and penalties;
- k. expenses and depreciation of excess facilities;
- l. unreasonable compensation for officers and employees;
- m. specific product development or improvement expenses not associated with the product being acquired under the Contract;
- n. advertising, except reasonable advertising of an industrial or institutional character placed in trade, technical or professional journals for the dissemination of information for the industry or institution;
- o. entertainment expenses;
- p. donations except those to charities registered under the [*Income Tax Act*](#);
- q. dues and other memberships other than regular trade and professional associations;

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r. fees, extraordinary or abnormal for professional advice in regard to technical, administrative or accounting matters, unless approval from the Contracting Authority is obtained.

s. compensation in the form of dividend payments or calculated based on dividend payments;

compensation calculated, or valued, based on changes in the price of corporate securities, such as stock options, stock appreciation rights, phantom stock plans or junior stock conversions; or, any compensation in the form of a payment made to an employee in lieu of an employee receiving or exercising a right, option, or benefit.

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ANNEX M – Non-Disclosure Agreement

The following agreement must be signed and provided to the Contracting Authority, in order to obtain a copy of the CCGS Griffon VLE ITT Appendix A - Technical Data Package, Annex "A" Statement of Work. Any amendments to the Technical Data Package will be sent by email to those who have signed this agreement.

Non-Disclosure Agreement

PWGSC Request for Proposal No. F7049-200083

CCGS Griffon VLE

1. _____ (*insert company's name*), referred to herein as "the Company", recognizes that, in the course of preparing its bid in response to the Request For Proposal F7049-200157, the Company will be provided with, and given access to information that is confidential or proprietary in nature, which belongs to or is licensed to Canada. Such confidential or proprietary information includes but is not limited to: drawings, specifications, and any other documents, instructions, guidelines, data, material, advice or other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as confidential, proprietary or sensitive, that is disclosed as a part of Request For Proposal F7049-200157.
2. The Company hereby agrees, and must so instruct its employees, that they must not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form, any information described above to any person other than a person employed by Canada, or to a person expressly consented to in writing by Canada, except on a need to know basis to employees within the Company. The Company undertakes to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this Agreement. The Company agrees that it will require that any person expressly consented to in writing by Canada execute a Non-Disclosure Agreement on the same terms and conditions as those contained in this Agreement prior to disclosure of the information described above.
3. The Company acknowledges that any information provided to the Company by or on behalf of Canada must be used solely for the purpose of this Request for Proposal and remains the property of Canada or a third party, as the case may be.
4. The Company agrees that the release or the issuance of any information described above is neither a commitment by Canada to enter into any agreement(s) or award any contract(s) nor an authorization to the Company to undertake any work which could be charged to Canada. Nothing herein obligates Canada to award any contract for any work whatsoever.
5. The Company agrees that the obligations contained in this Non-Disclosure Agreement will survive the completion of this solicitation process and the subsequent completion of any potential resulting contract.

Name of Company

Name of Authorized Representative (please print)

Signature (**I have the Authority to bind the Company**).

Date

ANNEX N – General Information on Indigenous Participation Component

An Indigenous Participation Component (IPC) is an activity which produces long-term benefits for Indigenous business, and which results from a particular procurement. IPCs must be categorized as either direct or indirect.

Benefit Objectives

The Contractor must seek and secure Indigenous business involvement primarily through subcontracting opportunities. The business activities proposed in support of this objective must be in the form of quantifiable transactions.

The purchase of goods and services from Indigenous businesses not directly related to the CCGS Griffon VLE, will be considered as indirect IPC. This objective must be in the form of quantifiable transactions.

Direct IPCs are preferable to indirect IPCs.

Direct benefits result from any part of the Work pertaining to the CCGS Griffon VLE. Direct IPCs must include, but are not be limited to:

- (a) subcontracting for goods, services and materials;
- (b) direct employment of Indigenous labour by the Contractor; and
- (c) Indigenous business involvement.

Direct benefits are preferable to indirect benefits, however in the context of IPC activities, “indirect” benefits may include contract opportunities not related to the CCGS Griffon VLE. For an example of “indirect benefits” please refer to Section 2.8 b) point iv.

DEFINITIONS:

The following definitions apply to the IPC Requirement of the Contract:

(i) Direct Benefits:

Direct Benefits are transactions incurred by the Contractor during performance of the Work that include:

a. Indigenous Business Subcontracting:

Subcontracting a portion of the Work, or goods or services required by the Contractor to deliver the Work, to a qualified Indigenous Business.

b. Indigenous Employment:

Full-time, Part-time and Casual employment of Indigenous persons.

c. Indigenous Training and Skills Development:

Training opportunities and skills development for Indigenous persons, such as on-the job training, or in-house training.

(ii) Indirect Benefits:

Indirect Benefits are relevant socio-economic measures, other than Direct Benefits, such as, but not limited to, specialized training, career development, scholarships, and community outreach programs to help local Indigenous communities meet their economic development needs.

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(iii) IPC Transactions:

The total value of all transactions incurred by the Contractor on Direct and Indirect Benefits.

ANNEX O – Indigenous Participation Component Certification Forms

Part 1 : Indigenous Participation Component (IPC) Certification

The Bidder agrees that no less than 0.5% of the Total Estimated Cost of the Contract must be subcontracted to Indigenous business(es). Refer to Example of acceptable Indigenous Participation Components under 2.8(b) and Annex "N" for definitions.

In respect of the Contract, no less than 0.5% of the Total Estimated Cost of the Contract must be performed by the Indigenous business, the Indigenous component(s) of a joint venture, an Indigenous subcontractor, or Indigenous individuals, and the Contractor must be able to demonstrate, at the time of audit, that it meets this requirement.

An Indigenous business can be a Band as defined by the Indian Act, or a sole proprietorship, a limited company, a cooperative, a partnership or a not-for-profit organization in which Indigenous persons have at least 51% ownership and control.

An Indigenous business could also consist of a joint venture made up of two or more Indigenous businesses, or an Indigenous business and a non-Indigenous business(es), provided that the Indigenous business(es) has at least 51% ownership and control of the joint venture.

The Bidder agrees that it will comply with the requirements above, and will meet all of its obligations under the Indigenous Participation Component and that this will be subject to audit by Canada.

This Certification is executed and signed by duly authorized representatives of the Bidder.

DATE

NAME OF COMPANY

NAME AND TITLE OF PERSON SIGNING THE CERTIFICATION

SIGNATURE

ANNEX P – The Indigenous Participation Component (IPC) Plan

No later than 2 months after Contract award, an Indigenous Participation Component (IPC) Plan must be provided to both the Contracting Authority and the IPC Authority. The plan must include the following factors:

IPC Format

The IPC Plan must address the following four areas:

- (a) Executive Summary;
- (b) Small Business Plan;
- (c) IPCs Management Plan; and
- (d) Detailed Transaction Sheets

Executive Summary

The executive summary must contain an integrated overview of the Contractor's total IPCs commitment. It must clearly demonstrate how the Contractor's IPCs commitments address the IPCs objectives, and how the objectives will be achieved through the proposed commitments.

The Contractor must provide a tabular presentation of the IPC. The presentation must include a summary of Direct IPCs Transactions.

Small Business Plan

The IPC Plan must include, in narrative format:

- (a) **Small Business Subcontracting Plan** - The Contractor must identify Indigenous business subcontractors that will be participating in the Contract, and describe in as much detail as possible, the Work to be performed by that company, including the dollar value which will correspond to the totals as noted within the detailed transaction sheets.
- (b) **Supplier Development Plan** - The Contractor must submit an Indigenous business supplier development plan that will identify opportunities, encouragement and assistance that the Bidder will provide to promote Indigenous business in areas such as technology transfer, investment, marketing assistance or management assistance. The objective should be to enable these firms to become ongoing suppliers.

The Contractor must include completed copies of the forms located in Annex "Q" for each Indigenous business referenced in the IPC Plan.

Compliance with the certifications provided to Canada is subject to verification by Canada at any time. The Contracting Authority has the right to ask for additional information to verify the compliance with any certifications.

IPCs Management Plan

The IPC Plan must describe the methods by which the Contractor will implement, manage, monitor and report progress on its IPC activities, leading to the achievement of the proposed IPC commitments.

The Contractor must provide Indigenous Participation Component Reports describing the goals achieved as set forth in its IPC when it seeks milestone payments for the Indigenous Participation Component.

Detailed Transaction Sheets

The IPC Plan must include examples of the Detailed Transaction Sheets that will be used to report the progress of the Contractor on its IPC activities in the Indigenous Participation Component Reports. Suggested formats are provided in Annex "R" Indigenous Participation Component Reports.

ANNEX Q – Indigenous Certification Requirements

FORM 1

CERTIFICATION REQUIREMENTS FOR INDIGENOUS BUSINESS

NOTE TO CONTRACTOR: The following certification requirements apply to this contract. The Contractor is REQUESTED to have these certifications completed by the Indigenous Participant by having them complete the appropriate spaces below and the contractor is to provide the certifications to the Contracting Authority.

1. i) I, _____ (*Name of duly authorized representative or owner of the business*) hereby certify that _____ (*Name of business*) meets, and will continue to meet throughout the duration of the contract, the requirements for this program as set out in the attached document entitled "Requirements for the Set-Aside Program for Indigenous Business", which can be found under Appendix B of the following website: http://www.tbs-sct.gc.ca/pubs_pol/dcgpubs/contpolnotices/cpn_96-6-eng.asp, which document I have read and understand.

- ii) The aforementioned business agrees to ensure that any subcontractor it engages with respect to the contract will, if required, satisfy the requirements set out in "Requirements for the Set-Aside Program for Indigenous Business"
- iii) The aforementioned business agrees to provide to Canada, information to substantiate a subcontractor's compliance with this program.

PLEASE CHECK THE APPLICABLE BOXES IN 2 AND 3 BELOW

2. i) The aforementioned business is an Indigenous business which is a sole proprietorship, band, limited company, cooperative, partnership or not-for-profit organization, []

OR

ii) The aforementioned business is a joint venture between two or more Indigenous businesses or an Indigenous business and a non-Indigenous business. []

3. The Indigenous business or businesses have:

- i) fewer than six full-time employees []

OR

- ii) six or more full-time employees []

4. The aforementioned business agrees to immediately furnish to Canada, such evidence as may be requested by Canada from time to time, corroborating this certification. Such evidence must be open to audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The aforementioned business agrees to provide all facilities for audits and to furnish information requested by Canada with respect to the certification.

5. It is understood that the civil consequences of making an untrue statement, or of not complying with the requirements of the Program or failing to produce satisfactory evidence to Canada regarding the requirements of the Program, may include: disqualification of the business from participating in future contracts under the Program; and/or termination of the contract. In the event that the contract is terminated because of an untrue statement or non-compliance with the requirements of the Program, Canada may engage another contractor to complete the performance of the contract and any additional costs incurred by Canada shall, upon the request of Canada be borne by the aforementioned business.

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6. Date: _____ Signature: _____

(Duly authorized representative of business)

Place:

Title:

For:

Name of Business

FORM 2

**INDIGENOUS OWNER/INDIGENOUS EMPLOYEE OR INDIGENOUS SUBCONTRACTOR
CERTIFICATION**

1. I, _____, am an
(Name)

owner and/or full-time employee or subcontractor of _____,
(Name of business)

and an Indigenous person, as described in Annex "O" Part 1 entitled " Indigenous Participation
CERTIFICATION REQUIREMENTS FOR INDIGENOUS BUSINESS".

2. I certify that the above statement is true and consent to its verification upon the request of Canada.

(Date) _____

(Place) _____

(Signature of owner and/or employee) _____

ANNEX R – Indigenous Participation Component Reports

When seeking the Indigenous Participation Components Milestones, as described in Annex “B”, the Contractor must deliver the following to the Indigenous Participation Component’s (IPC) Authority, the Contracting Authority, and the Technical Authority for review:

- i) An IPC Report, with supporting calculations, that detail the following for that milestone:
 - a) A breakdown of the IPC Transactions and their total value; and,
 - b) A detailed breakdown of the Direct Benefits and Indirect Benefits incurred as described in the table below.
- ii) Supporting documentation certifying that the Indigenous firms stated in the IPC Report meet the definition of an Indigenous Business, and that Indigenous employees stated in the IPC Report meet the definition of Indigenous Persons as defined in the respective forms in Annex “Q”.
- iii) Invoices, pay stubs, receipts, and/or any other documentation that provides evidence that the Transactions claimed in the IPC Report were made in the amount claimed.

Detailed Transaction Sheets

The Detailed Transaction Sheet must be used to show each Direct IPC transaction completed. Other transactions that do not fit into the Direct IPC category must also be shown. In the context of IPC activities, “indirect” IPC Transactions are contractual business activities that are not associated with the CCGS Griffon VLE, but contribute significantly to the goals and objectives of the IPC.

Transaction Number Contract	Company Name and Location of Work	Description of Work	Canadian Person Years	Value \$ CDN
Would be transaction # such as contract #	Name of Company or Individual	Detail of what the work is: Operator, Supplier, etc.	Number of People hired as	Value + taxes achieved
Totals				

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ANNEX S – Questions and Answers (Bidding Period)

All updates and answers provided by CCG/PSPC during the bidding period will become amendments to the Contract/SOW.