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1550, Avenue d'Estimauville

1550, D'Estimauville Avenue

Quebec

Quebec

G1J 0C7

## INVITATION TO TENDER

## APPEL D'OFFRES

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

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

### Soumission aux: Travaux Publics et Services Gouvernementaux Canada

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

### Comments - Commentaires

### Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

### Issuing Office - Bureau de distribution

TPSGC/PWGSC

1550 Avenue d'Estimauville

Québec

Québec

G1J 0C7

<b>Title - Sujet</b> Dry Dock AMD Spring 2020	
<b>Solicitation No. - N° de l'invitation</b> F3065-190875/A	<b>Date</b> 2020-02-16
<b>Client Reference No. - N° de référence du client</b> F3065-190875	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$QCV-004-17875
<b>File No. - N° de dossier</b> QCV-9-42220 (004)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2020-03-04</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Heure Normale du l'Est HNE	
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> DeBlois, Vincent	<b>Buyer Id - Id de l'acheteur</b> qcv004
<b>Telephone No. - N° de téléphone</b> (418) 571-2568 ( )	<b>FAX No. - N° de FAX</b> (418) 648-2209
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> MINISTERE DES PECHEES ET DES OCEANS 101 BOUL.CHAMPLAIN R.C. QUEBEC Québec G1K7Y7 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

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qcv004  
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## PART 1 - GENERAL INFORMATION

### 1.1 Introduction

The bid solicitation and resulting contract document is divided into seven (7) parts plus annexes as follows:

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

The Annexes include the Requirement, the Basis of Payment and other annexes.

### 1.2 Summary

- (i) Requirement:
  - a) to carry out the docking and related work regarding the Canadian Coast Guard Ship C.C.G.S. Amundsen in accordance with the associated Technical Statement of Requirement attached as Annex A and all related drawings.
  - b) to carry out any approved unscheduled work not covered in paragraph a) above.
- (ii) As per the Integrity Provisions under section 01 of *Standard Instructions 2003*, bidders must provide a list of all owners and/or Directors and other associated information as required. Refer to section 4.21 of the *Supply Manual* for additional information on the Integrity Provisions.
- (iii) The requirement is exempt from the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), Annex 4 and the North American Free Trade Agreement (NAFTA), Chapter Ten Annex 1001.2b Paragraph 1, however, it is subject to the Canadian Free Trade Agreement (CFTA) and will be limited to suppliers in Eastern Canada in accordance with Shipbuilding, Refit, Repair and Modernization Policy (1996-12-19).

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## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The 2003 (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### 2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

### 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **seven (7) calendar days** before the bid closing date. Enquiries received after that time may not be answered.

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

### 2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province of \_\_\_\_\_.

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

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## 2.5 Bidders' Conference – Vessel

A bidders' Conference chaired by the Contracting Authority will be convened on board vessel CCGS Amundsen at **9:00 am, February 26th 2020**. The vessel will be moored at the Queen's Wharf, at the Canadian Coast Guard base, 101 boul. Champlain, Québec, Qc, G1K 7Y7.

**An attendance confirmation (by e-mail at [vincent.deblois@tpsgc-pwgsc.gc.ca](mailto:vincent.deblois@tpsgc-pwgsc.gc.ca)) is required before 11:00 am, February 25th, 2020; without confirmation, the bidder's conference will be cancelled.**

It is recommended that the Bidder or a representative of the Bidder attend the Bidders' Conference in order to review the Scope of the Work required and to receive additional information and clarifications. Bidders are to communicate with the Contracting Authority prior to the conference to confirm attendance. Bidders that do not attend are not precluded from submitting a bid. Bidders are to provide the Contracting Authority with the names of their representatives no later than two days prior to the conference. The Contracting Authority will have an attendance form which is to be signed by the Bidder's representative(s) in attendance. Bidders are advised that any clarifications or changes resulting from the Bidder's conference and/or the subsequent viewing of the vessel, shall be included as an amendment to the bid solicitation document.

## 2.6 Viewing – Vessel

A vessel's viewing will be held immediately after the bidders' conference.

## 2.7 Work Period – Marine - Bid

Work is to commence and be completed as follows:

Start: April 22th, 2020, or as per ship availability (at the earliest date)  
End: June 2<sup>nd</sup>.2020

The Bidder agrees through submission of its response to the bid solicitation that the above time frame provides an adequate period to perform the subject work and absorb a reasonable amount of unscheduled work; and further, that they have sufficient material and human resources allocated or available to complete the subject work and a reasonable amount of unscheduled work within the Work period.

## 2.8 Docking Facility

Before award of Contract, the successful Bidder may be required to demonstrate to the satisfaction of Canada that the certified capacity of the dry docking facility to be used for the work is adequate for the anticipated loading as specified in the related dry docking plans and other documents. The successful Bidder will be notified in writing and be allowed a reasonable period of time to provide detailed keel block load distribution sketches and blocking stability considerations, along with the supporting calculations to clearly show the adequacy of the proposed docking arrangement.

Upon written request from the Contracting Authority, the Bidder must provide current (providing there is no end date on the certificate submitted, then it is to have been issued within the past two years) and valid certification of the capacity and condition of the docking facility to be used for the Work.

Although a dry docking facility may have a total capacity greater than the vessel to be docked, the weight distribution of the vessel may cause individual block loading to be exceeded. Also, while the physical dimensions of a *dry docking facility* may indicate acceptability for docking of a specific vessel, other limitations such as spacing of rails on a marine railway, concrete piers of abutments adjoining the dry dock may, in fact, preclude the facility from being considered as a possible dry docking site.

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## 2.9 List of Proposed Sub-contractors

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

## 2.10 Quality Plan - Solicitation

Upon written request from the Contracting Authority, the Bidder shall provide an example of its Quality Plans applied to similar former projects. The Plan must be in the same format that will be used after award of contract.

## 2.11 Inspection and Test Plan

Upon written request from the Contracting Authority, the Bidder may be required to provide an example of its Inspection Plans for each item of the specifications.

## 2.12 Vessel Refit, Repair or Docking - Cost

All charges, fees expenses and disbursements incidental to the carrying out of the Work, including all items described in Supplemental General Conditions 1029 (2010-08-16) Ship Repair, section (07), are included in the Evaluation Price (and in the Contract Price under the Contract), including, without limitation:

1. **Services:** include all costs for ship services such as water, steam, electricity, etc., 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 successful Bidder'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 successful Bidder's facility alongside a mutually agreed safe transfer point, afloat and upright, and the successful Bidder will do the same when the Work is completed. The cost of services to tie up the vessel alongside and to cast off is included in the Evaluation Price

3. **Field Service Representatives/Supervisory Services:** include all costs for field service representatives/supervisory services including manufacturers' representatives, engineers, etc.
4. **Removals:** include all costs for removals necessary to carry out the Work and will be the responsibility of the successful Bidder whether or not they are identified in the specifications, except those removals not apparent when viewing the vessel or examining the drawings. The successful Bidder will also be responsible for safe storage of removed



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items and reinstalling them on completion of the Work. The successful Bidder will be responsible for renewal of components damaged during removal.

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

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## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

3.1.1 Canada requests that bidders provide their bid in separately bound sections as follows:

- Section I: Management Bid (1 hard copy)
- Section II: Financial Bid (1 hard copy)
- Section III: Certifications Requirements (1 hard copy)

***Prices must appear in the financial bid only (Annex I) and Appendix 1 to Annex I. No prices must be indicated in any other section of the bid.***

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to :

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### Section I: Management Bid

The Management Bid should be concise and should include all the certifications and other requirements as noted in Parts 4 and 6.

#### Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet Annex I and the detailed Pricing Data Sheet, Appendix 1 to Annex I. The total amount of applicable taxes is to be shown separately, if applicable.

#### Section III: Certification Requirements

Bidders must submit the certifications required under Part 5.

### 3.1.2 Unscheduled Work and Evaluation Price

In any vessel refit, repair or docking contract, unscheduled work will arise after the vessel and its equipment is opened up and surveyed. The anticipated cost of the Work will be included in the evaluation of bids. The overall total cost will be calculated by including an estimated amount of additional personhours (and/or material) multiplied by a firm hourly charge-out labour rate and is added to the firm price for the Work.

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The overall total referred to as the "Evaluation Price" will be used for evaluating the bids. The estimated work will be based on historical experience and there is no minimum or maximum amount of unscheduled work nor is there a guarantee of such work.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

(a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical, management and financial evaluation criteria specified below.

(b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### 4.1.1 Financial Bid

Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet Annex "I" and the detailed Pricing Data Sheet, Appendix 1 to Annex "I". The total amount of Goods and Services Tax or Harmonized Sales Tax is to be shown separately, if applicable.

##### 4.1.1.1 Unscheduled Work and Evaluation Price

In any vessel refit, repair or docking contract, unscheduled work will arise after the vessel and its equipment is opened up and surveyed. The anticipated cost of the Work will be included in the evaluation of bids. The overall total cost will be calculated by including an estimated amount of additional person-hours (and/or material) multiplied by a firm hourly charge-out labour rate and is added to the firm price for the Work.

The overall total referred to as the "Evaluation Price" will be used for evaluating the bids. The estimated work will be based on historical experience and there is no minimum or maximum amount of unscheduled work nor is there a guarantee of such work.

#### 4.1.2 Mandatory Requirements

Bids will be assessed in accordance with the entire requirement of the bid solicitation including compliance with the mandatory certifications and table of deliverable requirements as detailed in Parts 2, 4, 5 and 6. Only those bids which are found to meet all the mandatory requirements within the specified time frames will be deemed responsive.

#### 4.1.3 Table of Mandatory Requirements to be met by bid closing

Notwithstanding deliverable requirements specified anywhere else within this solicitation and its associated Technical Specification, the following are the only mandatory deliverables that must be submitted with the Bid at the time of bid closing. The following are mandatory and the Bidder must be compliant on each item to be considered responsive.

Item	Description	Completed and attached
1	Completed Annex "I" Financial Bid presentation Sheet;	
2	Completed Appendix 1 to Annex "I" Price per item sheet;	
3	Information regarding Financial Security as per Part 6 Article 6.2.2	
4	Letter or proof of Insurance as per article 6.13 of Part 6;	

#### 4.1.4 Other information upon request only

The following information, which supports the bid, may be requested by the Contracting Authority from the bidder and it must be provided within **two (2)** working days of the written request:

Item	Description	Completed and attached	To be forwarded if requested by the CA
1	Current and valid certification of the capacity and condition of the docking facility, as per clause 2.8 of Part 2 as well as requirement of the scope of work Re para S 4.2;		Prior to contract award
2	Examples of quality and inspections plans, as per articles 2.10 and 2.11		Prior to contract award
3	Financial Capability and information, as per article 6.2.1		Prior to contract award
4	Proof of good standing with Worker's Compensation Board as per clause 6.6 of Part 6;		Prior to contract award
5	Proof of welding certification, as per clause 6.7 of Part 6;		Prior to contract award
6	Proof of valid Labor Agreement or similar instrument covering the work period as per clause 6.8 of Part 6;		Prior to contract award
7	ISO Registration Certificate or Quality Assurance Documentation, as per article 11 of Part 6		Prior to contract award
8	Environment Protection as per article 6.12 Part 6		Prior to contract award
9	List of Proposed Sub-contractors		Prior to contract award
10	Annex "J" – Pricing Data Sheets		Prior to contract award
11	Annex "K" – Criteria Presentation Sheets		Prior to contract award
12	Annex "L" – Preliminary Project Schedule		Prior to contract award
13	Supply a plan of the dry dock		Prior to contract award
14	Certification as per requirement of the scope of work Re para G 5.7.2		Prior to contract award
15	Audit report as per requirement of the scope of work Re para (G 5.30.2)		Prior to contract award
16	Project chart as per requirement of the scope of work Re para G 7.3.1)		Prior to contract award

#### 4.1.5 Deliverables after Contract award

Item	Description	Must be supplied after contract award, within
1	Insurance Requirements as per article 7.11, Part 7;	5 calendar days
2	Work Schedule and reports as per item 7.16, Part 7.	5 calendar days
3	Calendar - Paint work as per requirement of the scope of work Re para (G.5.5.1)	
4	Gantt Chart as per requirement of the scope of work Re para (G 7.1.1 et G 7.6.4)	

#### 4.2 Basis of selection – Mandatory Technical Criteria

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

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#### **4.2.1 Equivalent Product**

SACC Manual Clause B3000T (2006-06-16) Equivalent Product

#### **4.3 Preliminary Notification**

Pending the completion of the bid evaluation process, each Bidder will be notified of the preliminary ranking of its Financial Bid within 2 business days of the Solicitation's closing date by an e-mail from the Contracting Authority.

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## **PART 5 - CERTIFICATIONS**

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

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

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

### **5.1 Certifications Required with the Bid**

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

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

In accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

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

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

#### **5.2.1 Integrity Provisions – Required Documentation**

In accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

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

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969)).

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

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## PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

### 6.1 Security Requirement *(Not used)*

### 6.2 Financial Requirements

#### 6.2.1 Financial Capability

1. Financial Capability Requirement: The Bidder must have the financial capability to undertake this requirement. To determine the Bidder's financial capability, the Contracting Authority may, by written notice to the Bidder, require the submission of some or all of the financial information detailed below during the evaluation of bids. The Bidder must provide the following information to the Contracting Authority within two (2) working days of the request or as specified by the Contracting Authority in the notice:
  - (a) Audited financial statements, if available, or the unaudited financial statements (prepared by the Bidder's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Bidder's last three fiscal years, or for the years that the Bidder has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).
  - (b) If the date of the financial statements is more than five months before the date of the request for information by the Contracting Authority in (a) above, the Bidder must also provide the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Contracting Authority requests the information.
  - (c) If the Bidder has not been in business for at least one full fiscal year, the following must be provided:
    - (i) the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and
    - (ii) the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Contracting Authority requests the information.
  - (d) A certification from the Chief Financial Officer or an authorized signing officer of the Bidder that the financial information provided is complete and accurate.
  - (e) A confirmation letter from all of the financial institution(s) that have provided short-term financing to the Bidder outlining the total of lines of credit granted to the Bidder and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Contracting Authority requests this information.



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- (f) A detailed monthly Cash Flow Statement, covering all the Bidder's activities (including the requirement) for the first two years of the requirement that is the subject of the bid solicitation. This statement must detail the Bidder's major sources and amounts of cash and the major items of cash expenditures on a monthly basis, for all the Bidder's activities. All assumptions made should be explained as well as details of how cash shortfalls will be financed.
- (g) A detailed monthly Project Cash Flow Statement covering the first two years of the requirement that is the subject of the bid solicitation. This statement must detail the Bidder's major sources and amounts of cash and the major items of cash expenditures, for the requirement, on a monthly basis. All assumptions made should be explained as well as details of how cash shortfalls will be financed.
2. If the Bidder is a joint venture, the financial information required by the Contracting Authority must be provided by each member of the joint venture.
3. If the Bidder is a subsidiary of another company, then any financial information required by the Contracting Authority in 1. (a) to (f) must be provided by each level of parent company, to and including the ultimate parent company. Provision of parent company financial information does not satisfy the requirement for the provision of the financial information of the Bidder and the financial capability of a parent cannot be substituted for the financial capability of the Bidder itself, unless a duly executed Parental Guarantee is provided with the required information.
4. **Other Information:** Canada reserves the right to request from the Bidder any other information that Canada requires to conduct a complete financial capability assessment of the Bidder.
5. **Confidentiality:** Should the Bidder provide the information required above to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as permitted by the *Access to Information Act*, R.S., 1985, c. A-1, Section 20(1) (b) and (c).
6. **Security:** In determining the Bidder's financial capability to undertake this requirement, Canada may consider any security the Bidder is capable of providing, at the Bidder's sole expense (for example, an irrevocable letter of credit from a registered financial institution drawn in favour of Canada, a performance guarantee from a third party or some other form of security, as determined by Canada).

#### 6.2.2 Contract Financial Security

1. Bidders must specify in their bid, which of the following 2 types of Financial Security they will provide: EITHER
- (a) a performance bond (form PWGSC-TPSGC 505) and a labour and material payment bond (form PWGSC-TPSGC 506), each in the amount of 20 percent of the contract price for the Known Work.

Any bond must be issued by one of the bonding companies whose bonds are accepted as security by the government of Canada and which are listed in Treasury Board Contracting Policy, Appendix L, Acceptable Bonding Companies ([http://www.tbs-sct.gc.ca/pubs\\_pol/dcgpubs/contracting/contractingpol\\_l\\_e.asp](http://www.tbs-sct.gc.ca/pubs_pol/dcgpubs/contracting/contractingpol_l_e.asp)). The bond forms mentioned in (a) above are available at: <http://www.tpsgc-pwgsc.gc.ca/acquisitions/text/forms/forms-e.html>

OR

- (b) a security deposit (government guaranteed bonds, bills of exchange, irrevocable standby letters of credit, certified cheque) to the value of 10 percent of the contract price.
- 2. Security deposits in the form of government guaranteed bonds with coupons attached will be accepted only if all coupons that are unmaturing, at the time the security deposit is provided, are attached to the bonds. The Contractor must provide written instructions concerning the action to be taken with respect to coupons that will mature while the bonds are pledged as security, when such coupons are in excess of the security deposit requirement.
- 3. The cost to the Bidder of the Contract Financial Security is to be indicated in Annex "I".
- 4. If the Bid is accepted, the Bidder shall be required to provide the Contract Financial Security within five (5 ) calendar days of Contract Award, or prior to Contract award if Canada so specifies.
- 5. If, for any reason, Canada does not receive, within the specified period, the required Contract Financial Security, Canada may terminate the Contract if it has been awarded, may accept another offer, seek new bids, negotiate a contract or not accept any bids, as Canada may deem advisable. Canada may, in its absolute discretion, require the successful bidder to deliver the Contract Financial Security described herein before Contract award, and in that event may not award a Contract prior to delivery by the bidder of the Contract Financial Security.

### **6.2.3 Security Deposit Definition (E0008T)**

- 1. "security deposit" means
  - (a) a bill of exchange that is payable to the Receiver General for Canada and certified by an approved financial institution or drawn by an approved financial institution on itself; or
  - (b) a government guaranteed bond; or
  - (c) an irrevocable standby letter of credit, or
  - (d) such other security as may be considered appropriate by the Contracting Authority and approved by Treasury Board;
- 2. "approved financial institution" means
  - (a) any corporation or institution that is a member of the Canadian Payments Association;
  - (b) a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the "Régie de l'assurance-dépôts du Québec" to the maximum permitted by law;
  - (c) a credit union as defined in paragraph 137(6) of the Income Tax Act;
  - (d) a corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by a Canadian province or territory; or
  - (e) the Canada Post Corporation.
- 3. "government guaranteed bond" means a bond of the Government of Canada or a bond unconditionally guaranteed as to principal and interest by the Government of Canada that is:

- (a) payable to bearer;
- (b) accompanied by a duly executed instrument of transfer of the bond to the Receiver General for Canada in accordance with the Domestic Bonds of Canada Regulations;
- (c) registered in the name of the Receiver General for Canada.

4. "irrevocable standby letter of credit"

- (a) means any arrangement, however named or described, whereby a financial institution (the "Issuer"), acting at the request and on the instructions of a customer (the "Applicant"), or on its behalf,
  - i. will make a payment to or to the order of Canada, as the beneficiary;
  - ii. will accept and pay bills of exchange drawn by Canada;
  - iii. authorizes another financial institution to effect such payment, or accept and pay such bills of exchange; or
  - iv. authorizes another financial institution to negotiate, against written demand(s) for payment, provided that the conditions of the letter of credit are complied with.
- (b) must state the face amount which may be drawn against it;
- (c) must state its expiry date;
- (d) must provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the authorized departmental representative identified in the letter of credit by his/her office;
- (e) must provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face amount of the letter of credit;
- (f) must provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600. Pursuant to the ICC UCP, a credit is irrevocable even if there is no indication to that effect; and
- (g) must be issued (Issuer) or confirmed (Confirmer), in either official language, by a financial institution that is a member of the Canadian Payments Association and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.

**6.3 Accommodation**

Bidder shall be responsible to provide accommodation in accordance with item S 26 of the Technical Statement of Requirement of Annex A for the duration of the Contract.

**6.4 Parking**

Bidder shall be responsible to provide parking and services in accordance with item S 26 of the Technical Statement of Requirement of Annex A for the duration of the Contract.

**6.5 Material and Supply Support** *(Not used)*

**6.6 Workers' Compensation - Letter of Good Standing**

It is mandatory that the Bidder has an account in good standing with the Provincial Workers Compensation Board/Commission.

Upon written request from the Contracting Authority, the Bidder must submit a certificate or Letter of Good Standing from the applicable Workers Compensation Board/Commission. Failure to provide this information will render the bid non responsive.

## **6.7 Welding Certification**

Welding must only be undertaken by a company Certified by the Canadian Welding Bureau (CWB) to the requirements of the following Canadian Standards Association (CSA) standards:

- (a) CSA W47.1, Certification of Companies for Fusion Welding of Steel, section 2;
- (b) CSA W59, Welded steel construction (metal arc welding); and

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

Before the commencement of any fabrication work, and upon request from the Inspection Authority, the Contractor must provide approved welding procedures and/or a list of welding personnel intended to be used in the completion of the work. The list must identify the CWB welding procedure qualifications attained by each of the personnel listed and must be accompanied by a copy of each person's current CWB welding certification.

## **6.8 Valid Labour Agreement**

If the Bidder has a labour agreement, or other suitable instrument, in place with its unionized labour or workforce, it must be valid for the proposed period of any resulting contract.

Upon written request from the Contracting Authority, the Bidder must provide evidence of that agreement or other suitable instrument.

## **6.9 Work Schedule and Reports *(Not used)***

## **6.10 Supervision of Fueling and Disembarking Fuel**

SACC Manual Clause A9056C (2008-05-12) Supervision of Fueling and Disembarking Fuel

## **6.11 ISO 9001:2008 - Quality Management Systems**

Upon written request from the Contracting Authority, the Bidder must provide its current ISO Registration Documentation indicating its registration to ISO 9001:2008.

Documentation and procedures of bidders not registered to the ISO standards may be subject to a Quality System Evaluation (QSE) by the Inspection Authority before award of a contract.

## **6.12 Environmental Protection**

Upon written request from the Contracting Authority, the Bidder must submit details of its environmental emergency response plans, waste management procedures and/or formal environmental training undertaken by its employees.

## **6.13 Insurances Requirements**

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

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## PART 7 - RESULTING CONTRACT CLAUSES

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

### 1. Requirement

The contractor must:

- a) to carry out the docking and related Work regarding the Canadian Coast Guard Ship C.C.G.S. Amundsen in accordance with the associated Technical Specifications attached as Annex A and all related drawings.
- b) carry out any approved unscheduled work not covered in paragraph a) above.

### 2. Standard Clauses and Conditions

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

#### 2.1 General Conditions

2030, (2018-06-21), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract. (except for paragraph 26 "*Liability*" which is deleted in its entirety and replace by the item 7.42 below).

Paragraph 22 "Warranty" of 2030, General Conditions – Higher Complexity – Goods, is amended in the Annex " E " - Warranty.

#### 2.2 Supplemental General Conditions

##### From beginning to end of work:

Unmanned ship:

1029 (2018-12-06) Ship Repairs, excluding section 08 apply to and form part of the Contract.

##### On required basis only:

Manned ship:

1029 (2018-12-06) Ship Repairs, excluding section 09 apply to and form part of the Contract.

### 3. Security Requirement

There is no security requirement associated with this Statement of Work

### 4. Term of Contract

The contract period is from Contract award date until the end of the warranty period inclusively.

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#### **4.1. Work Period – Marine – Contract**

Work must commence and be completed as follows:

Start: April 22th, 2020, or as per ship availability (at the earliest date)  
End: June 2nd, 2020.

The Contractor agrees that the above time frame provides an adequate period to perform the subject work and absorb a reasonable amount of unscheduled work; and further, that it has sufficient material and human resources allocated or available to complete the subject work and a reasonable amount of unscheduled work within the Work Period.

#### **5. Authorities**

##### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Vincent DeBlois  
Marine Supply Specialist  
Public Works and Government Services Canada  
Québec area – Marine division  
1550, avenue D'Estimauville, Québec, (Québec) G1J 0C4,  
Quebec, Canada

[vincent.deblois@tpsgc-pwgsc.gc.ca](mailto:vincent.deblois@tpsgc-pwgsc.gc.ca)  
Phone: (418) 571-2568  
Fax: (418) 648-2209

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

##### **5.2 Technical Authority (Will be filled in at contract award)**

The Technical Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

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### 5.2.1 Technical Representative (Will be filled in at contract award)

The Technical Representative for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

### 5.3 Inspection Authority/Inspector

The Inspection Authority for the Contract is:

Same as paragraph 5.2 above.

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

## 6. Payment

### 6.1 Basis of Payment - Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm price indicated in Annex B. Goods and Services Tax or Harmonized Sales Tax is extra, if applicable. Payment for unscheduled work will be done in accordance with Basis of Payment outlined at Annex B.

### 6.2 Payment Terms - Progress Payments

1. Canada will make progress payments in accordance with the payment provisions of the Contract, no more than once a month, for cost incurred in the performance of the Work, up to 90 percent of the amount claimed and approved by Canada if:
  - (a) an accurate and complete claim for payment using form PWGSC-TPSGC 1111, Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
  - (b) the amount claimed is in accordance with the basis of payment;
  - (c) the total amount for all progress payments paid by Canada does not exceed 90 percent of the total amount to be paid under the Contract;
  - (d) all certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives.

2. The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted.
3. Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the rights to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

### **6.3 Method of Payment**

SACC Manual Clause C6000C (2017-08-17) Limitation of Price  
SACC Manual Clause H4500C (2010-01-11) Lien - Section 427 of the Bank Act

## **7. Invoicing Instructions**

### **7.1 Invoicing Instructions - Progress Payment Claim**

The Contractor must submit invoices that contain the information required by the General Conditions 2030 (2018-06-21) Part 13.

### **7.2 Invoicing**

Invoice to be made to the name of:

[REDACTED]

[REDACTED]

Electronic Copy to be sent for verification to: [vincent.deblois@tpsgc-pwgsc.gc.ca](mailto:vincent.deblois@tpsgc-pwgsc.gc.ca)

### **7.3 Warranty Holdback**

A warranty holdback of **10%** of the total contract price as last amended (applicable taxes excluded) will be applied to the final claim for payment. This holdback will be payable by Canada upon the expiry of the 90 day warranty period(s) applicable to the work. Applicable taxes are to be calculated and paid on the total amount of the claim before the 10% holdback is applied. At the time that the holdback is released, there will be no applicable taxes payable, as it was included in previous payments.

## **8. Certifications**

- 8.1 Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the entire contract period. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## **9. Applicable Laws**

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

## **10. Priority of Documents**



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

- a) the Articles of Agreement;
- b) the Supplemental General Conditions 1029, (2018-12-06), Ship Repairs;
- c) the General Conditions 2030, (2018-06-21), General Conditions - Higher Complexity - Goods
- d) Annex A, Requirement;
- e) Annex B, Basis of Payment;
- f) Annex C, Insurance Requirements;
- g) Annex D, Inspection/Quality Assurance/Quality Control;
- h) Annex E, Warranty;
- i) Annex F, Vessel Custody
- j) the Contractor's bid dated \_\_\_\_\_

## 11. Insurance Requirements

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

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

The Contractor must forward to the Contracting Authority within **five (5)** calendar days after the date of award of the Contract a Certificate of Insurance including details of the insurance coverage, exclusions, deductibles and conditions and confirming that the insurance policy complying with the requirements is in force. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## 12. Financial Security

### 12.1 Contract Financial Security

1. The Contractor must provide one of the following contract financial securities within five (5) calendar days after the date of contract award:
  - (a) a performance bond (form PWGSC-TPSGC 505) and a labour and material payment bond (form PWGSC-TPSGC 506), each in the amount of 20 percent of the Contract Price for the Known Work; or
  - (b) a security deposit as defined in clause E0008C in the amount of 10 percent of the Contract Price for the Known Work.

Any bond must be issued by one of the bonding companies listed in Treasury Board Contracting Policy, Appendix L, Acceptable Bonding Companies, at the following web address:

[http://www.tbs-sct.gc.ca/pubs\\_pol/dcgpubs/contracting/contractingpol\\_l\\_e.asp](http://www.tbs-sct.gc.ca/pubs_pol/dcgpubs/contracting/contractingpol_l_e.asp)

2. Security deposits in the form of government guaranteed bonds with coupons attached will be accepted only if all coupons that are unmaturred, at the time the security deposit is provided, are attached to the bonds. The Contractor must provide written instructions concerning the action to be taken with respect to coupons that will mature while the bonds are pledged as security, when such coupons are in excess of the security deposit requirement.

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3. If Canada does not receive the required financial security within the specified period, Canada may terminate the Contract for default pursuant to the Contract default provision.

## **12.2 Clause of SACC manual**

SACC Manual E0008C (2018-06-21) Security Deposit Definition

## **13. Accommodation**

Contractor shall be responsible to provide accommodation in accordance with item S 26 of the Technical Statement of Requirement of Annex A for the duration of the Contract.

## **14. Parking**

Bidder shall be responsible to provide parking spots and services in accordance with item S 26 of the technical Statement of Requirement of Annex A for the duration of the Contract.

## **15. Sub-contracts and Sub-contractor List**

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

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

## **16. Work Schedule and Reports**

No later than **five (5)** calendar days after contract award, the preliminary schedule must be revised and expanded as necessary and resubmitted before commencement of the Work.

The Contractor must provide a detailed work schedule showing the commencement and completion dates for the Work in the available work period, including realistic target dates for significant events. During the Work Period the schedule is to be reviewed on an ongoing basis by the Inspection Authority and the Contractor, updated when necessary, and available in the Contractor's office for review by Canada's authorities to determine the progress of the Work.

Production work schedules must be revised and resubmitted before each Progress Meeting. The revised schedules must show the effect of progressed work and approved work arisings. Changes in scheduled completion dates due to unscheduled work will not be accepted except as negotiated under Design Change or Additional Work, Article 26.

## **17. Insulation Materials - Asbestos Free**

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

## **18. Loan of Equipment - Marine**

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

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

A list of Government equipment that the Contractor intends to request must be submitted to the Contracting Authority within ten (10) calendar days of Contract Award to permit timely supply or for alternate arrangements to be made. The request must state the time frame for which the equipment is required.

## **19. Trade Qualifications**

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

## **20. Material and Supply Support *(Not used)***

## **21. ISO 9001:2008 - Quality Management Systems**

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

ISO 9001:2008 - Quality management systems - Requirements, published by the International Organization for Standardization (ISO), current edition at date of submission of the Contractor's bid with the exclusion of the following requirement: 7.3 Design and development.

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

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

The Contractor must provide the Inspection Authority with the accommodation and facilities required for the proper accomplishment of GQA and must provide any assistance required by the Inspection Authority for evaluation, verification, validation, documentation or release of product.

The Inspection Authority must have the right of access to any area of the Contractor's or Subcontractor's facilities where any part of the Work is being performed. The Inspection Authority must be afforded unrestricted opportunity to evaluate and verify Contractor conformity with Quality System procedures and to validate product conformity with contract requirements. The Contractor must make available, for reasonable use by the Inspection Authority, the equipment necessary for all validation purposes. Contractor personnel must be made available for operation of such equipment as required.

When the Inspection Authority determines that GQA is required at a subcontractor's facilities, the Contractor must provide for this in the purchasing document and forward copies to the Inspection Authority, together with relevant technical data as the Inspection Authority may request.

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

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## 22. Quality Control Plan

The Contractor must implement and follow the Quality Control Plan (QCP) prepared according to the latest issue (at contract date) of ISO 10005 Quality management - Guidelines for quality plans, approved by the Inspection and Technical Authorities. The QCP shall describe how the Contractor will conform to the specified quality requirements of the Contract and specify how the required quality activities are to be carried out, including quality assurance of subcontractors. The Contractor must include a traceability matrix from the elements of the specified quality requirements to the corresponding paragraphs in the QCP.

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

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

**Refer to Annex "D" for further details on the Quality Control Plan requirements.**

## 23. Welding Certification

Welding must only be undertaken by a company Certified by the Canadian Welding Bureau (CWB) to the requirements of the following Canadian Standards Association (CSA) standards:

- (a) CSA W47.1, Certification of Companies for Fusion Welding of Steel, section 2;
- (b) CSA W59, Welded Steel Construction (Metal Arc Welding). And

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

Before the commencement of any fabrication work, and upon request from the Inspection Authority, the Contractor must provide approved welding procedures and/or a list of welding personnel intended to be used in the completion of the work. The list must identify the CWB welding procedure qualifications attained by each of the personnel listed and must be accompanied by a copy of each person's current CWB welding certification.

## 24. Environmental Protection

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

The Contractor must have detailed procedures and processes for identifying, removing, tracking, storing, transporting and disposing of all potential pollutants and hazardous material encountered, to ensure compliance as required above.

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

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

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## **25. Supervision of Fueling and Disembarking Fuel**

SACC Manual Clause A9056C (2008-05-12) Supervision of Fueling and Disembarking Fuel

## **26. Procedure for Design Change or Additional Work**

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

### **26.1 Price Breakdown:**

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

### **26.2 Pro-rated Prices:**

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

## **27. Equipment/Systems: Inspection/Test**

Refer to Annex D for details on equipment and systems inspections and testing requirements.

## **28. Inspection and Test Plan**

The Contractor shall, in support of their QCP, implement an approved Inspection & Test Plan (ITP).

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

**Refer to Annex "D" for details on Inspection and Test Plan Requirements.**

## **29. 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 FEDERAL GOVERNMENT SHIPS BY SHIPYARDS" Appendix 1 of Annex "F" must be completed as required and a copy passed to the Inspection Authority.
3. To facilitate this turnover, representatives of the Contractor and Canada must confirm the condition of the vessel.
4. A vessel condition report must be appended to the above noted certificate and must be accompanied by colour photographs or videos 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 FEDERAL GOVERNMENT SHIPS BY THE CLIENT DEPARTMENT" Appendix 2 of Annex "F" must be completed and a signed copy passed to Canada for distribution.

## **30 a. Vessel Unmanned Refits – From beginning to end of Work**

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The vessel will be unmanned during the work period and will be considered to be out of commission. The vessel during that period will be in the care or custody of the Contractor and under its control.

**Note: Although the vessel is deemed to be unmanned as defined by Annexe F – Vessel's Custody, consider 32 crew members on board, 7 days a week (24/24hr) for the entire period of work, including dinner periods and supper. They will stay on board.**

**30 b. Vessel Manned Refits - On a required basis only**

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

**31. Pre-Refit Meeting**

A Pre-Refit meeting will be convened and chaired by the Contracting Authority at the Contractor's facility before the commencement of the work period.

**32. Meetings**

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

**33. Outstanding Work and Acceptance**

The Inspection Authority, in conjunction with the Contractor, will prepare a list of outstanding work items towards the end of the vessel Work Period. This list will form the annexes to the formal acceptance document for the vessel. A Contract Completion Meeting will be convened by the Inspector on the work completion date to review and sign off the Acceptance Document. In addition to any amount held under the Warranty Holdback Clause (see section 7.3 above), a holdback of twice the estimated value of outstanding work will be held until completion of said work.

The PWGSC-TPSGC 1205 Acceptance Document is to be completed and distribution is to be made by the Public Works and Government Services Canada Inspection Authority as follows:

- (a) original to the PWGSC Contracting Authority
- (b) one copy to the Technical Authority
- (c) one copy to contractor

**34. Licensing**

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

**35. Hazardous Waste - Vessels**

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

**36. Government Site Regulations**

SACC Manual Clause A9068C (2010-01-11), Government Site Regulations

**37. Scrap and Waste Material**

SACC Manual Clause A9055D (2010-08-16), Scrap and Waste Material

**38. Stability and Weight Management**

SACC Manual Clause B6100C (2008-05-12), Stability and Weight Management

**39. Vessel - Access by Canada**

SACC Manual Clause A9066C (2008-05-12), Vessel - Access by Canada

**40. Title to Property - Vessel**

SACC Manual Clause A9047C (2008-05-12), Title to Property - Vessel

**41. Defence Contract**

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

**42. Limitation of Contractor's Liability for Damages to Canada**

1. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees.
2. Whether the claim is based in contract, tort, or another cause of action, the Contractor's liability for all damages suffered by Canada caused by the Contractor's performance of or failure to perform the Contract is limited to \$10 million per incident or occurrence to an annual aggregate of \$20 million for losses or damage caused in any one year of carrying out the Contract, each year starting on the date of coming into force of the Contract or its anniversary. This limitation of the Contractor's liability does not apply to nor include:

(a) Any infringement of intellectual property rights;



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



Solicitation No. - N° de l'invitation  
F3065-190875/A  
Client Ref. No. - N° de réf. du client  
F3065-190875

Amd. No. - N° de la modif.  
File No. - N° du dossier  
QCV-9-42220

Buyer ID - Id de l'acheteur  
qcv004  
CCC No./N° CCC - FMS No/ N° VME

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## **ANNEX A**

### **REQUIREMENT - SPECIFICATION**

**See electronic Annex.**

## ANNEX B

### BASIS OF PAYMENT FIRM PRICE

**Remark to Bidder: Annex B will form the Basis of Payment for the resulting contract and should not be filled in at the bid submission stage. See annex 'I' – Financial Bid Presentation Sheet.**

#### B1 Contract Firm Price

A)	<b>Known Work</b> For work as stated in Clause 1.a) of the contract, specified in Annex "A" and detailed in the attached Price Per Item Sheet Appendix 1 of Annex "I", <b>for a FIRM PRICE of:</b>	\$ _____
B)	<b>Total Firm Price :</b>	\$ _____

#### B2 Unscheduled Work

##### Payment for Unscheduled Work:

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

Number of hours (to be negotiated) X \$\_\_\_\_\_, being the Contractor's firm hourly charge-out labour rate which includes overhead and profit, plus net laid-down cost of materials to which will be added a mark-up of ten (10) percent, plus Goods and Services Tax or Harmonized Sales Tax, if applicable, calculated at five (5) percent of the total cost of material and labour. The firm hourly charge-out labour rate and the material mark-up will remain firm for the term of the Contract and any subsequent amendments.

- B2.1:** Notwithstanding definitions or usage elsewhere in this document, or in the Bidder's Cost Management System, when negotiating *Hours* for unscheduled work, PWGSC will consider only those hours of labour directly involved in the production of the subject work package.  
Elements of *Related Labour Costs* identified in B2.2 below, will not be negotiated, but will be included in the firm hourly Charge-out Labour Rate in accordance with paragraph B2.2
- B2.2:** Allowance for *Related Labour Costs* such as: Management, Direct Supervision, Purchasing and Material Handling, Quality Assurance and Reporting, First Aid, Gas Free Inspecting and Reporting, and Estimating will be included as *Overhead* within the *firm hourly Charge-out Labour Rate* entered in line B2 above.
- B2.3:** The 10% mark-up rate for materials will also apply to subcontracted costs. The mark-up rate includes any allowance for material and subcontract management not allowed for in the Chargeout Labour Rate. The Contractor will not be entitled to a separate labour component for the purchase and handling of materials or subcontract administration.

### B3 Overtime

No overtime work shall be compensated for under the Contract unless authorized in advance and in writing by the Contracting Authority. Any request for payment must be accompanied by a copy of the overtime authorization and a report containing such details as Canada may require with respect to the overtime work performed. Compensation for authorized overtime will be calculated in the following manner:

- a. For Known Work, the Contractor will be paid the original contract price plus agreed overtime hours paid at the following premium rates;
- b. For Unscheduled Work, the Contractor will be paid for agreed overtime hours paid at the *firm hourly Charge-out Labour Rate* above plus the following premium rates:

Time and one half:      \$ \_\_\_\_\_ per hour; *or,*

Double time:              \$ \_\_\_\_\_ per hour

The above premiums rates shall be calculated as follows:

Premium for time and one half:

$\frac{1}{2}$  (that portion of the firm Hourly Charge-out Labour Rate in B2 that is directly attributable to salary cost plus related certified fringe benefits) times 7.5% (representing profit)

Premium for double time:

$\frac{1}{2}$  (that portion of the Unscheduled Work firm Charge-out Labour Rate in B2 that is directly attributable to salary cost plus related certified fringe benefits) times 7.5% (representing profit)

These premiums will remain firm for the duration of the Contract, including all amendments and are subject to audit by Canada, and to retroactive adjustment if Canada discovers that the premiums have not been calculated in accordance with the formulae, above.

### 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 in drydock:                      \$ \_\_\_\_\_
- (b) For a non-working day in drydock:                      \$ \_\_\_\_\_
- (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: 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, including all items listed in **B5**. These fees are firm and not subject to any additional charges for mark-up or profit.

## **B5 Cost of all Services is Included in Contract Price**

All charges, fees expenses and disbursements incidental to the carrying out of the Work, including all items described in Supplemental General Conditions 1029 (2018-06-12) Ship Repair, section (07), are included in the Contract Price for the Work, including, without limitation:

1. **Services:** include all costs for ship services such as water, steam, electricity, etc., required for vessel maintenance for the duration of the Contract.
2. **Docking and Undocking** include:
  - (a) all costs resulting from drydocking, 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.

3. **Field Service Representatives/Supervisory Services:** include all costs for field service representatives/supervisory services including manufacturers' representatives, engineers, etc.
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 specifications, 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 during removal.
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.

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## ANNEX C

### INSURANCE REQUIREMENTS

#### C.1 Ship Repairers' Liability Insurance – G5001C (2018-06-21)

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

#### C.2 Commercial General Liability Insurance – G2001C (2018-06-21)

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 policy must include the following:
  - a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.

- d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g) Employees and, if applicable, Volunteers must be included as Additional Insured.
- h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j) Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
- k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- 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) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

### **C.3 Limitation of Contractor's Liability for Damages to Canada – N0001C (2008-05-12)**

1. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees.
2. Whether the claim is based in contract, tort, or another cause of action, the Contractor's liability for all damages suffered by Canada caused by the Contractor's performance of or failure to perform the Contract is limited to \$10 million per incident or occurrence to an annual aggregate of \$20 million for losses or damage caused in any one year of carrying out the Contract, each year starting on the date of coming into force of the Contract or its anniversary. This limitation of the Contractor's liability does not apply to nor include:
  - a) any infringement of intellectual property rights; or
  - b) any breach of warranty obligations.
3. Each Party agrees that it is fully liable for any damages that it causes to any third party in connection with the Contract, regardless of whether the third party makes its claim against Canada or the Contractor. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada for that amount.

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## ANNEX D

### INSPECTION/QUALITY ASSURANCE/QUALITY CONTROL

#### D.1 Inspection and Test Plan (ITP):

1. The Contractor must prepare an Inspection and Test Plan (ITP) comprising individual inspection and test plans for each specification item of this project, in accordance with the Quality Standard and its Quality Control Plan. The ITP must be submitted to the Inspection Authority for review and amended by the Contractor to the satisfaction of the Inspection Authority.
  - (a) Each ITP must contain all inspection points identified in the Technical Specification highlighting any mandatory points that must be witnessed by the Inspection Authority and other "hold" points imposed by the Contractor to ensure the quality of the work.
  - (b) Milestone delivery date for the ITP is given in the Contract, however individual ITPs should be forwarded for review as developed.

#### 2. Coding:

- (a) Each Inspection and Test Plan (ITP) is to be coded for identification clearly demonstrating a systematic approach similar to the following (Contractor's system should be defined in its Quality Control Plan):
  - (i) Prefixes for Inspections, Test 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 trial, i.e. 3H-10-01.
  - (b) Specification items followed by assigned sequence numbers for inspection processes within each Specification Item; and
  - (c) Cross reference to a verification document number

#### 3. Inspection and Test Plan Criteria:

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

- (a) All ITPs must be prepared by the Contractor in accordance with the above criteria, its Quality Plan, and must provide the following reference information:
  - (i) the ship's name;
  - (ii) the Specification item number;
  - (iii) equipment/system description and a statement defining the parameter which is being inspected;

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- (iv) a list of applicable documents referenced or specified in the inspection procedure;
  - (v) the inspection, test or trial requirements specified in the Technical Specification;
  - (vi) the tools and equipment required to accomplish the inspection;
  - (vii) the environmental conditions under which the inspections are to be conducted and the tolerances on the inspection conditions;
  - (viii) a detailed step-by step procedure of how each inspection is to be performed, conformance parameters, accept/reject criteria and recording of results, deficiencies found and description of corrective action(s) required;
  - (ix) name and signature of the person who prepared the plan, date prepared and amendment level; and,
  - (x) names and signatures of the persons conducting and witnessing the inspection, test or trial.

4. Contractor Imposed Testing:

Tests and trials in addition to those given in the Technical Specification must be approved by the Inspection Authority.

- (a) Amendments: Amendment action for the Inspection and Test Plans 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.

**D.2 Conduct of Inspection**

1. Inspections must be conducted in accordance with the ITP.
2. The Contractor must provide its own staff or subcontracted staff to conduct inspections, tests and trials; excepting that Technical Authority or Inspection Authority personnel may be designated in the specifications, in which case the Contractor must ensure that its own staff are provided in support of such inspection/test/trial.
3. The Contractor must ensure that the required conditions stated in the ITP prevail at the commencement of, and for the duration of, each inspection/test/trial.
4. The Contractor must ensure that personnel required for equipment operation and records taking during the inspection/test/trial are briefed and available at the start and throughout the duration of the inspection/test/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/trial and ensure that safe conditions prevail throughout the inspection/test/trial.

**D.3 Inspection Records and Reports**

1. The Contractor on the inspection record, test or trials sheets as applicable must record the results of each inspection. The Contractor must maintain files of completed inspection records consistent with the Quality Standard and its Quality Plan for this project.



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

#### **D.4 Inspection and Trials Process**

1. Drawings 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 Specifications. Where discrepancies are noted, the Inspection Authority will formally advise all concerned, in writing using a Discrepancy Notice. The resolution of any such discrepancy is a matter for consultation between the Contractor and other Crown Authorities.

**The Inspection Authority is NOT responsible for the resolution of discrepancies.**

2. Inspection
  - (a) Upon receipt and acceptance of the Contractor's ITP, inspection will consist of a number of Inspection Points supplemented by such other inspections, tests, demonstrations and trials as may be deemed necessary by the Inspection Authority to permit him to certify that the work has been performed in compliance with the provisions of the Specifications. The Contractor must be responsible for notifying the designated Inspection Authority of when the work will be available for inspection, sufficiently in advance to permit the designated Inspection Authority to arrange for the appropriate inspection.
  - (b) The Inspection Authority will inspect the materials, equipment and work throughout the project against the provisions of the Technical Specification and, where non-conformances are noted, will issue appropriate **INSPECTION NON-CONFORMANCE REPORTS**.

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- (c) The Contract requires the implementation of a Quality Assurance/Quality Control system, so the Inspection authority must require that the Contractor 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 (e.g. inspections by a certified CWB 178.2 welding inspector), the reports of these inspections must be required before the Work is inspected by the Inspection Authority.
- (d) The QA/QC system is a requirement, so if the documentation is presented to the Inspection Authority before an inspection stating that the Work is satisfactory but the Inspection Authority finds that the Work has not been satisfactorily inspected, the Inspection Authority must issue an Inspection Non-conformance Report against the Work and another against the failure of 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 rejection standards to be applied. Where more than one standard or requirement is called up and they are potentially conflicting, the Inspection Authority must refer to the order of precedence in the Contract to determine the standard or requirement to be applied.
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 complete the Report by adding an applicable signed and dated notation.
- (c) At the end 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, in accordance with the Contract and Specifications, the Contractor must schedule, co-ordinate, perform, and record all specified Tests, Trials and Demonstrations required by the Inspection Authority.
- (b) Where the Specifications contain a specific performance requirement for any component, equipment, sub-system or system, the Contractor must test such 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 performs as required by the specifications.
- (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-systems demonstration or testing, and that sub-systems are proven before system demonstration or testing.

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- (d) Where the Specifications do not contain specific performance requirements for 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 Test and Inspection Plan as indicated in section D.1 above.
  - (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; Sub-contractors; etc. The Contractor must provide the Inspection Authority and other Crown Authorities with a minimum of **five working days**' notice of each scheduled test, trial, or demonstration.
  - (g) The Contractor must keep written records of all tests, trials, and demonstrations conducted.
  - (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 starting or continuing with any sea trials for any reasonable cause including but not limited to adverse weather, visibility, equipment failure or degradation, lack of qualified personnel and inadequate compliance with safety standards.

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## ANNEX E

### WARRANTY

***General Conditions 2030 (2018-06-21) - Higher Complexity Goods, are hereby amended by deleting section 2030 22 (2014-09-25), Warranty and replacing it as follows:***

#### **E.1 Section 22 Warranty**

1. At the discretion of the Minister, the Contractor will replace or make good at its own expense any finished work, excluding Government Issue incorporated therein, which becomes defective or which fails to conform to contract requirements as a result of faulty or inefficient manufacture, material or workmanship.

2. Notwithstanding prior acceptance of the finished work, and without restricting any other term of the Contract or any condition, warranty or provision implied or imposed by law, the Contractor hereby warrants that the following shall be free from all defects and shall conform with the requirements of the contract:

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

Original cost to Canada of the underwater painting Work, divided by three hundred and sixty-five (365) days and multiplied by the number of days remaining in the warranty period. The resultant would represent the "Dollar Credit" due to Canada from the Contractor.

- (b) All other painting Work for a period of three hundred and sixty-five (365) days commencing from the date of acceptance of the Work;
- (c) All parts and material provided by the Contractor for a period of three hundred and sixty-five (365) days commencing from the date of acceptance of such parts or material;
- (d) All other items of Work for a period of ninety (90) days commencing from the date of acceptance of the Work, except that:
  - (i) the warranty on the Work related to any system or equipment not immediately placed in continuous use or service shall extend for a period of ninety (90) days from the date of acceptance of the vessel;
  - ii) for all outstanding defects, deviations, and Work items listed on the Acceptance Document at Delivery, the Warranty will be ninety (90) days from the subsequent date of acceptance for each item.

3. If more than one warranty period applies, in accordance with the above, to any Work, then the warranty shall be for the longest period.

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

---

## **E.2 Warranty Procedures**

### **E2.1 Scope**

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

### **E2.2 Definition**

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

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

### **E2.3 Warranty Conditions**

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

### **E2.4 Reporting Failures With Warranty Potential**

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

---

## E2.5 Procedures

- a. Immediately it becomes known to the Ship's Staff that an equipment/system is performing below accepted standards or has become defective, the procedures for the investigation and reporting are as follows:
- i. The vessel advises the Technical Authority when a defect, which is considered to be directly associated the refit work, has occurred.
  - ii. On review of the Specification and the Acceptance Document, the Technical Authority in consort with Ship's Staff is to complete the Tombstone Data and section 1 of the Warranty Claim Form and forward the original to the Contractor for review with a copy to the PWGSC Contracting Authority. If the PWGSC Contracting or Inspection Authority is unable to support warranty action, the Defect Claim Form will be returned to the originator with a brief justification. (It is to be noted that in the latter instance PWGSC will inform the Contractor of its decision and no further action will be required of the Contractor.

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

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

---

## **E2.6 Liability**

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

## **E2.7 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. In respect to the underwater paint, should it become defective during the associated warranty period the contractor is only liable to repair to a value determined as follows:

“Original cost to Canada for painting and preservation of the underwater section of the hull, divided by three hundred and sixty-five (365) days and multiplied by the number of days remaining in the three hundred and sixty-five (365) days warranty period. The resultant would represent the ‘Dollar Credit’ due to Canada from the Contractor.”
- c. The Underwater paint system, before expiration of the warranty, should be checked by divers. The Technical Authority, is to arrange the inspection and inform the Contracting Authority of any adverse results.

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## Appendix 1 of Annex E



Public Works and Government  
Services Canada

Travaux publics et Services  
gouvernementaux Canada

### Warranty Claim Réclamation De Garantie

Vessel Name – Nom de navire	File No. – N° de dossier	Contract No. - N ° de contrat
Customer Department – Ministère client		Warranty Claim Serial No. Numéro de série de réclamation de garantie
Contractor – Entrepreneur		<b><u>Effect on Vessel Operations</u></b> <b><u>Effet sur des opérations de navire</u></b>  Critical      Degraded      Operational Non-operational  Critique      Dégradé      Opérationnel Non-opérationnel

### 1. Description of Complaint – Description de plainte

Contact Information – l'information de contact

\_\_\_\_\_  
Name – Nom

\_\_\_\_\_  
Tel. No. - N ° Tél

\_\_\_\_\_  
Signature – Signature

\_\_\_\_\_  
Date

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



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

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

Date of Corrective Action - Date de modalité de reprise

Client Name and Signature - Nom et signature de client

Date

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

Signature – Signature

Date

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## ANNEX F

### VESSEL CUSTODY

#### F1 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 FEDERAL GOVERNMENT SHIPS BY SHIPYARDS" (attached as Appendix 1 to this Annex F) 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 or videos 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 FEDERAL GOVERNMENT SHIPS BY THE CLIENT DEPARTMENT" (Attached as appendix 2 to this Annex F) shall be completed and a signed copy passed to Canada for distribution.

#### **UNMANNED REFIT:**

During the majority of the contract period, the vessel shall be **unmanned**. As a result, the ship shall be placed in the care and custody of the Contractor as described in the Technical Specification. However, access to the vessel shall not be denied to CCG, PWGSC and TCMSB personnel by the Contractor. Every effort will be taken to ensure that vessel access by these personnel shall not interfere or conflict with the Contractor's work.

**Cleaning:** Contractor to ensure that all spaces, compartments and areas of the ship are "**as clean as found**" when work is completed. The cost of clean-up work shall be included in the quote for each specification item.

**CCG / PWGSC Offices:** notwithstanding the fact that the vessel will be unmanned, the Contractor shall respect the directives included in the Technical Specification in regard to the protection and the layout of the cabins onboard the vessel.

**Parking:** Sufficient parking for CCG and PWGSC representatives shall be provided conveniently close to the berthed or docked vessel. The available parking should be sufficient for a maximum of **eight (8)** vehicles at any given time.

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**GENERAL (UNMANNED):**

The services as described in item 2 of the Technical Statement of Requirement, shall be supplied, fitted and/or connected upon formal handover to the Contractor, and maintained **throughout the period that the ship is under the Contractor's control**. Contractor to be responsible for any additional disconnections and re-connections required when the ship is moved between dock / slipway and any berth at the Contractor's premises. The Contractor is to quote a global price and daily rates for these services according to his proposed schedule which will determine the planned length of time that the vessel is under his control.

**Care and Custody:** During the contract period, the ship shall be placed in the custody of the Contractor who shall be responsible for all safety and security matters pertaining to the vessel. As the ship will not be de-stored, the Contractor shall provide whatever security arrangements are required to safeguard CCG and DFO equipment and material that remains onboard during the contract period.

**Security Watches:** During the contract period, the Contractor shall provide and maintain a continuous, **24 hour-per-day, 7 day-per-week** security watch consisting of at least **one (1)** mobile security patroller. The patroller are to provide mobile safety and security checks throughout the vessel. The patrols shall be adequate to ensure integrity against personal injury, fire and flood in accordance with Part II of the Canada Labour Code, as well as to ensure that the ship remains free from damage and/or theft resulting from unauthorized entry or activity.

**Turnover:** The turnover of the ship to and from the Contractor shall be carried out on a compartment-by-compartment basis with a Contractor's Representative and the Chief Engineer (or Representative) in attendance.

As part of the initial turnover, the Contractor shall provide the services of a qualified photographer (who is to be identified as a Sub-contractor) to accompany the abovementioned persons and take a minimum of **six (6)** digital colour photographs of each compartment and passageway: **one (1)** each looking forward, aft, port, starboard, up and down. The Contractor shall supply **two (2)** sets of printed copies of the photographs, bound and organized by deck level and compartment name, to the Chief Engineer within **seven (7)** days of the ship's arrival at the Contractor's facilities.

In addition to the photographs, the Contractor is to prepare compartment inspection sheets for each space for signature at the time of turnover. After sign-off, copies of the inspection sheets are to be given to the Chief Engineer and placed on the door of each compartment or in each passageway.

On completion of the photographic survey and compartment inspections, and once the inspection sheets have been posted, the Chief Engineer shall provide the Contractor's Representative with keys as required for access to all areas of the ship's interior spaces. Turnover to the Contractor shall be finalized by completion of an "Assumption of Custody Certificate" to be supplied by CCG.

When custody is returned to CCG, a "Resumption of Custody Certificate" shall be completed after completion of a second compartment inspection survey and return of all keys to the Chief Engineer.

The Contractor shall be responsible for the safe transfer of the ship between its pre/post-docking berth and its docking blocks. During docking and undocking of the ship, radio contact is to be maintained between the vessel's Commanding Officer and the Contractor's Docking Officer **if the vessel is crewed at these times**. If the ship is unmanned at the docking and undocking, the safe movement of the ship shall be the sole responsibility of the Contractor.

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**APPENDIX 1 OF ANNEX F**

**ACCEPTANCE CERTIFICATE**  
**ASSUMPTION OF CUSTODY OF FEDERAL GOVERNMENT SHIPS**  
**BY SHIPYARDS**

TURNOVER OF CUSTODY of CCGS \_\_\_\_\_

Contract Serial Number : \_\_\_\_\_

I, \_\_\_\_\_ (Contractor's Representative) on behalf of \_\_\_\_\_  
\_\_\_\_\_ take over the responsibility for the said Vessel from the Department  
of Fisheries and Oceans. This take over of responsibilities is effective at \_\_\_\_\_, Province  
of \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, at \_\_\_\_\_ hours.

\_\_\_\_\_  
(Signature - Contractor's Representative)

\_\_\_\_\_  
(Witness)

I, \_\_\_\_\_ (Vessel's Master or Chief Engineer) on behalf of the Department of  
Fisheries and Oceans, turn over the custody and responsibility for the said Vessel to the  
Contractor. This turn-over effective at \_\_\_\_\_, Province of \_\_\_\_\_ on the \_\_\_\_\_  
day of \_\_\_\_\_, 2020, at \_\_\_\_\_ hours.

\_\_\_\_\_  
(Signature - Vessel's Master)

\_\_\_\_\_  
(Witness)

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**APPENDIX 2 OF ANNEX F**

**ACCEPTANCE CERTIFICATE**  
**RESUMPTION OF CUSTODY OF FEDERAL GOVERNMENT SHIPS**  
**BY THE CLIENT DEPARTMENT**

RESUMPTION OF CUSTODY of CCGS \_\_\_\_\_

Contract Serial Number : \_\_\_\_\_

I, \_\_\_\_\_ (Contractor's Representative) on behalf of \_\_\_\_\_  
\_\_\_\_\_ turn-over the responsibility for the said Vessel to the Department of  
Fisheries and Oceans. This turn-over effective at \_\_\_\_\_, Province of \_\_\_\_\_ on  
the \_\_\_\_\_ day of \_\_\_\_\_, 2020, at \_\_\_\_\_ hours.

\_\_\_\_\_  
(Signature - Contractor's Representative)

\_\_\_\_\_  
(Witness)

I, \_\_\_\_\_ (Vessel's Master or Chief Engineer) on behalf of the Department of Fisheries  
and Oceans, accept the resumption of custody and responsibility for the said Vessel from the  
Contractor. This turn-over effective at,  
\_\_\_\_\_ Province of \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, at \_\_\_\_\_ hours.

\_\_\_\_\_  
(Signature - Vessel's Master)

\_\_\_\_\_  
(Witness)

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## ANNEX G

### SECURITY REQUIREMENTS CHECK LIST

*(Not used)*

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## ANNEX H

### PROJECT MANAGEMENT SERVICES

*(not used)*

## ANNEX I

### FINANCIAL BID PRESENTATION SHEET

**I0 Proposed Docking Facility Location:** \_\_\_\_\_

**I1 Price for Evaluation**

<b>A)</b>	<b>Known Work</b> For work as stated in Clause 1.2 (i) a), specified in Annex "A" and detailed in the attached Price Per Item Sheet, Appendix 1 of Annex "I", <b>for a FIRM PRICE of:</b>	\$
<b>B)</b>	<b>Unscheduled Work</b> <i>Contractor Labour Cost.</i> Estimated labour hours at a firm <i>hourly Charge-out Labour Rate</i> , including overhead and profit for evaluation purpose only: <b>3 000</b> person hours X \$ _____ per hour <b>for a PRICE of :</b> <i>See Note I2.1 and I2.2 below.</i>	\$
<b>C)</b>	<b>Daily Service Fees for evaluation purpose only</b> <i>As per Clause I4 below</i> i) Eight (8) in drydock working days X \$ _____ /firm daily service fee = \$ _____; <b>plus</b> ii) Four (4) in drydock non-working days X \$ _____ /firm daily service fee = \$ _____ iii) Eight (8) alongside working days X \$ _____ /firm daily service fee = \$ _____; <b>plus</b> iv) Four (4) alongside non-working days X \$ _____ /firm daily service fee = \$ _____	\$
<b>D)</b>	<b>Vessel Transfer Cost</b> <i>As per paragraph I6 below</i>	\$
<b>E)</b>	<b>Cost of Financial Security</b>	\$
<b>F)</b>	<b>EVALUATION PRICE</b> Applicable taxes excluded [A + B + C + D + E]:  <b>TOTAL EVALUATION PRICE of :</b>	\$

**I2 Unscheduled Work**

The Contractor will be paid for unscheduled work arising, as authorized by the Minister, calculated in the following manner:

"Number of hours (to be negotiated) X \$ \_\_\_\_\_ your firm *hourly Charge-out Labour Rate* which includes *Overhead* and profit, plus net laid-down cost of materials to which shall be added a **10% mark-up**, plus Applicable Taxes. 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 thereto."



- 12.1:** Notwithstanding definitions or useage elsewhere in this document, or in the Bidder's Cost Management System, when negotiating *Hours* for unscheduled work, PWGSC will consider only those hours of labour directly involved in the production of the subject work package. Elements of Related Labour Costs identified in I2.2 below, will not be negotiated, but will be compensated for in accordance with paragraph I2.2 It is therefore incumbent upon the Bidder to enter values in the above table which will result in fair compensation, regardless of the structure of their Cost Management System.
- 12.2:** Allowance for *Related Labour Costs* such as: Management, Direct Supervision, Purchasing and Material Handling, Quality Assurance and Reporting, First Aid, Gas Free Inspecting and Reporting, and Estimating will be included as *Overhead* for the purposes of determining the *Charge-out Labour Rate* entered in line I2 above.
- 12.3:** The **10% mark-up** rate for materials will also apply to subcontracted costs. The mark-up rate includes any allowance for material and subcontract management not allowed for in the Chargeout Labour Rate. The Contractor will not be entitled to a separate labour component for the purchase and handling of materials or subcontract administration.

### 13 Overtime

No overtime work shall be compensated for under the Contract unless authorized in advance and in writing by the Contracting Authority. Any request for payment must be accompanied by a copy of the overtime authorization and a report containing such details as Canada may require with respect to the overtime work performed. Compensation for authorized overtime will be calculated in the following manner:

- a. For Known Work, the Contractor will be paid the original contract price plus agreed overtime hours paid at the following premium rates;
- b. For Unscheduled Work, the Contractor will be paid for agreed overtime hours paid at the quoted *Charge-out Labour Rate* plus the following premium rates:

Time and one half: \$ \_\_\_\_\_ per hour; or,

For Double time: \$ \_\_\_\_\_ per hour

The above described premiums will be calculated as follows:

Premium for time and one half:

$\frac{1}{2}$  (that portion of the firm Hourly Charge-out Labour Rate in I2 that is directly attributable to salary cost plus related certified fringe benefits) times 7.5% (representing profit)

Premium for double time:

(that portion of the Unscheduled Work firm Charge-out Labour Rate in I2 that is directly attributable to salary cost plus related certified fringe benefits) times 7.5% (representing profit)

These premiums will remain firm for the duration of the Contract, including all amendments and are subject to audit by Canada, and to retroactive adjustment under the Contract if Canada discovers that the premiums have not been calculated in accordance with the formulae, above.

#### **I4 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 in drydock: \$ \_\_\_\_\_
- (b) For a non-working day in drydock: \$ \_\_\_\_\_
- (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: 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, **including all items listed in I5**. These fees are firm and not subject to any additional charges for mark-up or profit.

#### **I5 Cost of all Services is Included in Contract Price**

All charges, fees expenses and disbursements incidental to the carrying out of the Work, including all items described in Supplemental General Conditions 1029 (2018-06-12) Ship Repair, section (07), are included in the Evaluation Price for the Work, including, without limitation:

1. **Services:** include all costs for ship services such as water, steam, electricity, etc., required for vessel maintenance for the duration of the Contract.
2. **Docking and Undocking** include:
  - (a) all costs resulting from drydocking, wharfage, security, shoring, shifting and/or moving of the vessel within the successful Bidder'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 successful Bidder's facility alongside a mutually agreed safe transfer point, afloat and upright, and the successful Bidder will do the same when the Work is completed.

3. **Field Service Representatives/Supervisory Services:** include all costs for field service representatives/supervisory services including manufacturers' representatives, engineers, etc.

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 specifications, except those removals not apparent when viewing the vessel or examining the drawings. The successful Bidder will also be responsible for safe storage of removed items and reinstalling them on completion of the Work. The successful Bidder will be responsible for renewal of components damaged during removal.
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 successful Bidder will be responsible for the cost of any necessary modification of these facilities to meet applicable safety regulations.

## 16 Vessel Transfer Costs

1. The Evaluation Price shall include the cost for transferring the vessel from its home port to the shipyard/ship repair facility where the majority of the Work will be undertaken and the cost of returning the vessels to their home port following completion of the Work, in accordance with the following:
- (a) The bidder shall enter on Line **10**, the location of the shipyard/ship repair facility where it proposes to undertake the Work. The applicable vessels' transfer costs provided under section 3. of this clause shall be entered into table 11.
- (b) Should the list in section 3. of this clause not provide the shipyard/ship repair location where the bidder intends to undertake the Work, then the bidder must advise the Contracting Authority, in writing, no later than **five calendar days** prior to the bid closing date, of its proposed location for undertaking the Work. The Contracting Authority will acknowledge to the bidder, in writing, no later than **three calendar days** prior to the bid closing date, the location of the shipyard/ship repair and confirm the applicable vessel transfer cost.
- A Bid that specifies a location for undertaking the Work which is not in the list under section 3. of this clause, and for which a notification in writing has not been received by the Contracting Authority five days prior to the bid closing date, shall be deemed to be non-responsive.***
2. Transfer costs, in this case, are based on using a government delivery crew and include the fuel cost at the vessel's most economical speed of transit and crew transportation costs for the delivery crew based on the location of the vessel's home port and the shipyard/ship repair facility.
3. Round trip transfer costs applicable to the following facilities are:

Company	City	Manned Transfer Cost
Davie Inc.	Levis, QC	2 738,00 \$
Irving Shipbuilding Inc. (Halifax Shipyard)	Halifax, NS	118 495,00 \$
NewDock- St-John's Dockyard Ltd.	St. John's, NF	152 671,00 \$
Verreault Navigation Inc.	Les Méchins, QC	48 846,00 \$
Heddle Marine Service	Port Weller, St-Catharines, ON	75 138,00 \$

## Appendix 1 of Annex I

### A) KNOWN SCHEDULED WORK

PRICE PER ITEM SHEET		
Item	Description	Firm Price
<b>G 1.0</b>	<b>General Notes/Remarques</b>	\$
<b>S 1.0</b>	<b>Services</b>	\$
<b>10.0</b>	<b>Safety and Security</b>	
	<b>10.1 Inspection and Certification Firefighting Systems</b>	\$
	<b>10.2 Inspection and Certification Elevator &amp; Dumbwaiter</b>	\$
	<b>10.3 Lifeboats, Davits and Miranda Davits</b>	\$
	<b>10.4 Fuel Transfer Hoses</b>	\$
	<b>Total firm price for item 10.0</b>	\$
<b>11.0</b>	<b>Hull and Related Structures</b> Price Excluding optional item(s) at table: B) OPTIONAL SCHEDULED WORK	\$
	<b>11.1 Hull Welds Inspection and Repairs</b>	\$
	<b>11.2 Freeboard, Draft, and symbolization markings</b>	\$
	<b>11.3 Hull valves and scuppers</b>	\$
	<b>11.4 Port Aft Deep Tank (Fuel)</b>	\$
	<b>11.5 Steel Repair Ship Side above ice belt</b>	\$
	<b>11.6 Galley Range Hood Cleaning</b>	\$
	<b>11.7 Cathodic Protection System</b>	\$
	<b>11.8 Pipe renewal</b>	Optional
	<b>Total firm price for item 11.0</b>	\$
<b>12.0</b>	<b>Propulsion and Maneuvering</b> Price Excluding optional item(s) at table: B) OPTIONAL SCHEDULED WORK	\$
	<b>12.1 Propeller - inspection and repairs</b> Price Excluding optional item(s) at table: B) OPTIONAL SCHEDULED WORK	\$
	<b>12.2 Mechanical Seal</b>	\$
	<b>12.3 Tail shaft steady bearing</b>	\$
	<b>12.4 Flange Coupling</b>	\$
	<b>12.5 Tail shafts and stern tube</b> Price Excluding optional item(s) at table: B) OPTIONAL SCHEDULED WORK	\$
	<b>12.6 Thrust Bearing</b>	\$
	<b>12.7 Turning Gear</b>	Optional
	<b>12.8 Rudder and Rudder Stock</b> Price Excluding optional item(s) at table: B) OPTIONAL SCHEDULED WORK	\$
	<b>12.9 Bow thruster servicing</b>	\$
	<b>Total firm price for item 12.0</b>	\$
<b>13.0</b>	<b>Electrical Power Generation Systems</b>	
	<b>13.1 Emergency Generator Fuel Pipe Renewal</b>	Optional
	<b>Total firm price for item 13.0</b>	Optional
<b>14.0</b>	<b>Power Distribution – Not used</b>	N/A
<b>15.0</b>	<b>Auxiliary System – Not used</b>	N/A
<b>16.0</b>	<b>Domestic Systems</b>	
	<b>16.1 Refrigeration System Annual Maintenance</b>	\$
	<b>16.2 Replacement of Culligan Filter</b>	\$
	<b>Total firm price for item 16.0</b>	\$
<b>17.0</b>	<b>Deck equipment</b>	

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	<b>17.1 Port Windlass</b>		\$
	<b>Total firm price for item 17.0</b>		\$
<b>18.0</b>	<b>Communications and navigation</b>		
	<b>18.1 Satellite Tv Antenna</b>	<b>Optional</b>	
	<b>Total firm price for item 18.0</b>		<b>Optional</b>
<b>19.0</b>	<b>Integrated Control Systems</b>		<b>N/A</b>
<b>20.0</b>	<b>Science, Oceanographic, and Hydrographic Equipment</b>		
	<b>20.1 Replacing the EK60 Echosounder by EK80</b>		\$
	<b>20.2 Verification of SADCP Hull Current Meter</b>		\$
	<b>20.3 Five-year Inspection of A-Frame and Winches</b>		\$
	<b>Total firm price for item 20.0</b>		\$
	<b>A) KNOWN SCHEDULED WORK – TOTAL FIRM PRICE</b>		\$

#### B) OPTIONAL SCHEDULED WORK

PRICE PER ITEM SHEET		
Item	Description	Firm Price
<b>10.0</b>	<b>Safety and Security</b>	\$
<b>11.0</b>	<b>11.8 Pipe Renewal (optional)</b>	\$
<b>12.1</b>	<b>12.1.C.1.5 Polishing and balancing each propeller(optional)</b>	\$
	<b>12.1.C.6 Transport - Propeller - (optional)</b>	\$
<b>12.5</b>	<b>12.5.C.3.8 Cut on both bronze bearings of each shaft - (optional)</b>	\$
	<b>12.5.C.4.2 and 12.5.C.4.3 Replacement of Romor staves- (optional)</b>	\$
	<b>12.5.C.4.7 Inspect all stern tube bearing retaining rings - (optional)</b>	\$
<b>12.7</b>	<b>Turning Gear (Optional)</b>	\$
<b>12.8</b>	<b>12.8.C.3 Removal of Rudder and Rudder Stock ((optional)</b>	\$
	<b>12.8.C.5.1 Complete hydrostatic test (Optional):</b>	\$
	<b>12.8.C.5.4 à 12.8.C.5.6 Rudder condition check (optional)</b>	\$
	<b>12.8.C.6 Stock and Tiller Measurements and Crack Detection (optional)</b>	\$
	<b>12.8.C.7 Stern Frame Machining and Sleeve Replacement (optional)</b>	\$
	<b>12.8.C.8 Steady Bearing Machining (optional)</b>	\$
	<b>12.8.C.9 Carrier Bearing Machining (optional)</b>	\$
	<b>12.8.C.10 Rudder Stock Reinstallation (optional)</b>	\$
	<b>12.8.C.11 Rudder Reinstallation (optional)</b>	\$
	<b>12.8.D.2 Testing/Trials (optional))</b>	\$
<b>18.0</b>	<b>18.1 Satellite Tv Antenna</b>	\$
<b>B) OPTIONAL SCHEDULED WORK – TOTAL FIRM PRICE</b>		\$

**Note: PWGSC reserves the right to exercise all the options or partial options.**

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex A of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment. The Contracting Authority may exercise the option within **30 days before the end of work date** by sending a written notice to the Contractor

TOTAL (A) SCHEDULED WORK	TOTAL (B) OPTIONAL SCHEDULED WORK	TOTAL KNOWN WORK FIRM PRICE ((A) + (B))
\$	\$	\$

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**Remark to Bidders:**

Canada may reject the bid if any of the prices submitted do not reasonably reflect the cost of performing the part of the work to which that price applies.

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**Annex J**

**PRICING DATA SHEETS**

**(Will be provided with a subsequent call for tender modification)**

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## **Annex K**

### **Mandatory Technical Evaluation Criteria Presentation Sheets**

**(Will be provided with a subsequent call for tender modification)**



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## **ANNEX L**

### **Preliminary Project Schedule**

**(Will be provided with a subsequent call for tender modification)**