

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Réception des soumissions - TPSGC / Bid Receiving
- PWGSC
601-1550, Avenue d'Estimauville
Québec
Québec
G1J 0C7

SOLICITATION AMENDMENT
MODIFICATION DE L'INVITATION

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

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

Comments - Commentaires

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

Issuing Office - Bureau de distribution
TPSGC/PWGSC
601-1550, Avenue d'Estimauville
Québec
Québec
G1J 0C7

Title - Sujet Training Vessel Chartering	
Solicitation No. - N° de l'invitation W3380-11J053/A	Amendment No. - N° modif. 001
Client Reference No. - N° de référence du client W3380-11-J053	Date 2012-04-11
GETS Reference No. - N° de référence de SEAG PW-\$QCL-005-14519	
File No. - N° de dossier QCL-1-34892 (005)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-04-16	
Time Zone Fuseau horaire Heure Avancée de l'Est HAE	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Lachance, Paul	Buyer Id - Id de l'acheteur qcl005
Telephone No. - N° de téléphone (418) 649-2825 ()	FAX No. - N° de FAX (418) 648-2209
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	

Instructions: See Herein

Instructions: Voir aux présentes

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

NOTICE:

This amendment is issued in order to modify paragraph 1.1.1 and sub-paragraph (3) of Part 4 Evaluation Procedures and Basis of Selection. Modifications are in “*Italic*”. See page 9 of 26.

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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Statement of Work

The requirement is detailed under Article 2. of the resulting contract clauses.

2.1 Vessel Charter

The vessel must meet the requirements listed in the attached specifications. The Bidder must provide the following details of its vessel:

- (a) name of vessel _____ ;
- (b) official number _____ ;
- (c) length, beam, displacement _____ ;

3. Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

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* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) 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 (2012/03/02) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 12.1. (a) and (b) of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

1. Canada may reject a bid where any of the following circumstances is present:

(a) the Bidder is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Bidder ineligible to bid on the requirement;

(b) an employee, or subcontractor included as part of the bid, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which would render that employee or subcontractor ineligible to bid on the requirement, or the portion of the requirement the employee or subcontractor is to perform;

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.

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than three (3) 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.

4. Applicable Laws

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

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.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid (Two hard copies)

Section II: Financial Bid (Two hard copies)

Section III: Certifications (One hard copy)

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

Canada requests that bidders follow the format instructions described below in the preparation of 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: Technical Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

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Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

At bid closing time, the Bidder must :

- comply with the following Mandatory Requirements; and
- provide the necessary documentation to support compliance.

Any proposal which fails to meet the following Mandatory Requirements will be deemed non-responsive and will not be given further consideration. Each requirement should be addressed separately. *It is the bidder's responsibility to provide enough details to permit a complete evaluation.*

- (1) The Bidder shall submit a letter from an Insurance Broker or Insurance Company licensed to operate in Canada stating that the Bidder, if successful in being awarded a contract, will or can be insured in accordance with ALL the insurance coverage requirements detailed in **Annex "C"**.
- (2) The proposed vessel shall meet all the requirements of paragraphs 1 and 3 in Annex "A".
- (3) The proposed vessel must be registered in Canada and must detain a valid Certificate of Seaworthiness emitted by Ship Safety Bureau of Transport Canada *or a Classification Society delegated by Transport Canada* for her intitled duty.

1.2 Financial Evaluation

SACC Manual clause A0220T (2007/05/25), Evaluation of Price

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2. Basis of Selection

2.1 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 for one or the other vessel's type will be recommended for award of a contract.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

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

1. Certifications Precedent to Contract Award

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

1.1 Federal Contractors Program - Certification

1.1.1 Federal Contractors Program - over \$25,000 and below \$200,000

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

-
- (a) () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c) () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- (d) () has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____.

Further information on the FCP is available on the HRSDC Web site.

1.3 Canadian Content Certification

This procurement is limited to Canadian services.

The Bidder certifies that:

() the service offered is a Canadian service as defined in paragraph 2 of clause A3050T.

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.(9), Example 2, of the Supply Manual.

1.3.1 SACC Manual clause A3050T (2010/01/11) Canadian Content Definition

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with the requirement.

2. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

2.1 Vessel Charter

1. The vessel must meet the following requirements:
 - (a) be seaworthy;
 - (b) the engine must be in good running order and all gear and equipment in good repair.
2. The Contractor must keep and maintain the vessel, engines, gear and equipment in good and sufficient repair for the duration of the Contract and must pay for all necessary repairs, renewals and maintenance.
3. The Contractor must :
 - (a) indemnify and save harmless Canada from and against any claim for loss or damage to the vessel or any other property, engines, gear, or equipment, arising from the charter, and for injury or property of persons aboard the vessel, excepting any injury or damage to property of Canada's employees or agents;
 - (b) ensure that the operations are only carried out by Canada's authorized representatives as specified by the Technical Authority;
 - (c) ensure that approved personal floatation devices for all persons on board are in readily accessible positions at all times;
 - (d) ensure that the use or possession of illegal drugs or alcohol is prohibited. If any member of the crew is found under the influence of such drugs and/or intoxicants while on duty, it will be cause for termination of the Contract for default.
4. If the vessel is disabled or is not in running order or is laid up without the consent of Canada, then Canada will not be liable for payment for the hire of the vessel during this

period. If this period exceeds one week, Canada may terminate the Contract immediately for default.

5. If any gear or equipment necessary for the efficient operation of the vessel for the purpose of the Contract is not in good working order for any period of time, then the payment of hire will cease for the lost time, and if during the voyage the speed is reduced by a defect in or breakdown of any part of the hull, machinery or equipment, the time lost will be deducted from the hire. Canada will be the sole judge of the capability of the vessel.
6. If the vessel is unable to operate safely in the work area because of sea or weather conditions, as agreed to by the representative of the Contractor and the representative of Canada, then the charter for the day will be terminated and a pro-rated payment made to the Contractor for that period engaged in the Work in accordance with the terms of the Contract.
7. If the particulars furnished by the Contractor and set out in the Contract are incorrect or misleading, Canada may, at Canada's discretion, terminate the Contract for default.

3. 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* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

3.1 General Conditions

2010C (2012/03/02), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

4. Term of Contract

4.1 Period of the Contract

Period of the Contract

The Charter Period for the vessel with a capacity of 12 cadets will be from July 10 to August 8, 2012 inclusively.

The Charter Period for the vessel with a capacity of 22 cadets will be from July 13 to July 29, 2012 inclusively.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Paul Lachance

Title: Supply Specialist

Public Works and Government Services Canada

Acquisitions Branch

Telephone: 418-649-2825

Facsimile: 418-648-2209

E-mail address: paul.lachance@tpsgc-pwgsc.gc.ca

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

5.2 Project Authority

The Project Authority for the Contract is: *(Name to be divulged at contract award)*

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone : ____ _

Facsimile: ____ _

E-mail address: _____

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

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone : ____ _

Facsimile: ____ _

E-mail address: _____

6. Payment

6.1 Basis of Payment

Basis of Payment - Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex B for a cost of \$ _____ (*insert the amount at contract award*). Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

6.2 SACC Manual Clauses

SACC Manual clause C6000C (2011/05/16) Limitation of Price

SACC Manual clause H1000C (2008/05/12), Single Payment

7. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
 - (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

- (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

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 term of the Contract. 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.

8.2 SACC Manual Clauses

A3060C(2008/05/12), Canadian Content Certification

9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. *(Insert the name of the province or territory as specified by the Bidder in its bid, if applicable)*

10. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) 2010C (2012/03/02), General Conditions - Services (Medium Complexity);
- (c) Annex A, Statement of Requirement;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance
- (f) the Contractor's bid dated _____

11. Defence Contract

SACC Manual clause A9006C (2008/05/12) Defence Contract

12. Insurance Requirements

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

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

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

ANNEX "A"**STATEMENT OF REQUIREMENT****2012 TRAINING VESSEL****1. DESCRIPTION OF REQUIREMENTS**

Charter of a vessel of a maximum overall length of 50 metres, operating at a maximum cruising speed of eight (8) to twelve (12) knots, capable of accommodating either a minimum of 8 to 12 cadets and three (3) cadet's supervisors or, a minimum of 22 cadets, 3 cadet's supervisors and ship's crew, for 3 days' autonomy. The charter is for a period of either thirty (30) days for a ship with the capacity of 12 cadets from 10 July 2012 to 8 August 2012, or the charter will be 17 days for a ship with the capacity of 22 cadets and the date would be from 13 July to 29 July 2012. The ship must be registered in Canada and already be in possession of a navigability certificate for this type of sail.

2. HOME PORT

The vessel's home port shall be located in Trois-Rivières' port area during the charter's period and shall be used by the Sea Cadet Summer Training Establishment, HMCS Quebec for the maritime training of cadets.

3. EQUIPMENT

The vessel must be equipped with the following, which must be operational and duly calibrated as required:

a. Navigation equipment

- (1) a surface navigation radar;
- (2) a magnetic compass calibrated annually;
- (3) a fixed GPS in the wheelhouse connected to digital naval charts covering the area of operations specified below;
- (4) a depth recorder;
- (5) a fog horn;
- (6) navigation lights (and alternating light signals);
- (7) a speed indicator;
- (8) a barometer (calibrated);
- (9) an anemometer;

- (10) rudder angle indicator in the wheelhouse; and
- (11) pressure gauges for the main engine and wheelhouse generators.

b. Communications equipment

Two (2) VHF marine channel radios.

c. Deck equipment

- (1) a cradle for stowing an 20-person inflatable Beaufort- or Tull-type life raft;
- (2) a gangway and safety net;
- (3) an electric and/or hydraulic windlass and capstan;
- (4) two anchors with marked cables and chains;
- (5) a manual davit of a minimum certified capacity of 907 kg for a Zodiac-type duty boat of approximately 5 metres in length (duty boat supplied by the Department);
- (6) freeboard decks: the vessel's configuration must be such that the fore and aft freeboard decks allow for the various manoeuvres (mooring, anchoring, etc.);
- (7) fixed search light operable from the bridge;
- (8) bulwark, 42 inches high, encircling all the bridges; and

d. Accommodation

- (1) Sanitary equipment:
 - a. 1 toilet, 1 shower and 1 sink, co-located;
 - b. drinking water: reservoir of a minimum capacity of 1,000 litres; and
 - c. electric water heater: minimum capacity of 180 litres.
- (2) Galley equipment:
 - a. a sink;
 - b. an electric stove with an oven or a hot plate and microwave oven;
 - c. a fridge and freezer;
 - d. space for preparing and serving meals; and
 - e. an electric hood.
- (3) Accommodations:

Capacity to accommodate and house 12 cadets and 4 crew members; quarters for cadets may be of dormitory type, but must be separate from, yet in proximity to, the crew's quarters.
- (4) Safety equipment:
 - a. emergency lighting system in all compartments;
 - b. Carbon monoxide detectors in cadet rest areas and cabins; and
 - c. Smoke detectors in all compartments.
- (5) Hold: Storage space of approximately 9 cubic metres.

e. Engine room

- (1) Generators: two generators, each delivering an electrical current of 220 volts, 200 amperes and 60 cycles;
- (2) Propulsion: marine diesel engine(s) equipped with a controlled emergency stopping mechanism controllable from the bridge;
- (3) Helm: hydraulic system backed by an emergency manual steering system with an on-deck angle indicator marking calibrated every five (5) degrees;
- (4) Pumps:
 - a. motorized pump and sea inlet system for fire-fighting with two (2) fire hydrants equipped with manometers with a flow compliant with Transport Canada standards; and
 - b. general-service pump (GSP).

4. DURATION OF THE CHARTER

The Department shall charter the vessel for a firm period of 30 days from 10 July 2012 to 8 August 2012 for a ship with the capacity of 12 cadets or, for a firm period of 17 days beginning on the 13 July to the 29 July 2012 for a ship with the capacity of 22 cadets.

5. DELIVERY STATUS

The vessel shall be delivered to the Trois-Rivières Wharf, in seaworthy condition; the engine, tenders and rigging, as well as all equipment necessary to the safe operation of the vessel, shall be in operational condition and to the satisfaction of the Department.

6. REPORT

- a. Upon delivery of the vessel to the Trois-Rivières Wharf by the owner, an inspection shall be performed by Department of National Defence representatives to determine whether the vessel is seaworthy and assess its mechanical condition. This report shall take the form of an inspection covering, among others, the following points:
 - (1) visual inspection of the vessel's hull, including the submerged portion, by a Department diver;
 - (2) inspection and testing of the generators, transmissions and engines;
 - (3) inspection and testing of bridge instruments; and
 - (4) testing at sea.

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- b. Upon return of the vessel, the owner shall undertake, at its own expense and as it deems appropriate, a similar inspection at the Trois-Rivières Wharf, to confirm the satisfactory condition of the vessel before its conveyance to its winter destination.
- c. Should the Owner be unable to meet the requirements of this inspection, the Department reserves the right to:
- (1) cancel this contract as a matter of right, without penalty to the Department by the Owner if the defects observed are major and require too much time to repair; or
 - (2) retain an amount equivalent to 1/30 or 1/17 of the price of the renting in effect depending the type of chartered vessel for each period of 24 hours during which the vessel could not be used until the end of the corrective work bringing the vessel into compliance with the requirements of the Department's inspection team.

7. INSPECTION BY OWNER

At all times and with 24 hours' notice, the Owner shall have the right to inspect or report on the vessel, or to designate a representative or marine expert to perform on behalf of the Owner any inspection or report for the purpose of establishing the vessel's condition and have a sufficient level of confidence that the vessel is being used for the purpose for which it was chartered. The Department shall also authorize the Owner or the Owner's representative to examine the official logbooks and shall provide the latter with all information regarding any failure, accident or damage to the vessel.

8. INVENTORY AND FUEL OIL

A joint report shall be completed upon the vessel's delivery and the return of all of the vessel's equipment and gear, as well as any fuel oil or consumable stores on board the vessel. The Department agrees to return all the vessel's equipment and gear in the same condition in terms of quality and quantity upon returning the vessel as when it took possession of the vessel, subject to normal wear resulting from normal use. The Department also agrees to provide to the Owner, upon returning the vessel, quantities of fuel oil and other consumables equivalent to that on board when the Department took possession of it.

9. MAINTENANCE AND OPERATION

- a. The vessel will be entirely in the Department's possession, at its disposal and under its control for the duration of this charter.
- b. The Owner shall maintain the vessel, its engine, tenders, rigging, and equipment in good working condition, in accordance with the Department's inspection

guidelines, and all certificates shall be maintained valid at all times. In the case of a vessel with the capacity of 12 cadets, the Owner shall also provide a crew member (a qualified marine engineer, to the Department's satisfaction) who shall be on board the vessel at all times when the vessel is in operation, both on- and off-shore. This crew member shall report directly to the Captain appointed by the Department for the duration of the charter (only in matters related to the vessel's maintenance in safe and operational condition). In the case of a vessel with the capacity of 22 cadets, the owner shall provide the regular operating vessel's crew.

- c. the guidelines regarding the hiring of personnel having to work with, or near, cadets require the employer to perform background checks of those employees. The Owner must therefore perform this check for the marine engineer who will be employed on board during the summer period specified above. The Owner shall provide the Department with the results of that check a minimum of four weeks before the start of the employment period.
- d. the Owner shall perform, or have performed, all repairs to the vessel or its tenders, equipment or rigging within 48 hours following a report of breakage or failure of said equipment; the report shall be made to the Owner by telephone or fax. If the vessel cannot be operated as a result of breakage or mechanical failure for a period exceeding 48 hours, the Department reserves the right to reduce the charter payment amount by 1/30 or by 1/17 of the current charter cost depending the type of chartered vessel until the repairs are completed to its satisfaction.
- e. Should it be determined beyond a doubt that the damage to the vessel or its timbers, equipment or riggings resulted from negligence on the part of the Department, the latter shall assume responsibility for said damage and shall assume the full cost of its repair; in addition, no daily financial penalty shall be withheld from the Owner in such a case.

10. LIABILITY

- a. For the ship with the capacity of 12 cadets, the vessel's mechanic crew will be provided by the transporter. The captain and officers are hired and employed by the Department and shall remain employees of the Department, which shall assume all employers liability.
- b. however, the Department assumes no responsibility with regard to the owner's employee(s) (engineer or mechanical engineer), who shall be bound to the former by employment contract and for whom the owner shall assume all employer's liability; Same thing for the vessel's crew with the capacity of 22 cadets.

11. HIRE

Hire, paid by the Department, shall include the charter of the vessel, the marine engineer's salary (employee of the Owner), the hull and machinery insurance, the conveyance of the vessel to and from the Trois-Rivières Wharf, and the vessel's maintenance. Hire shall be paid at the end of the chartering period and shall be conditional on compliance with the conditions set out in paragraph 9, section (d), and may be reduced by the total penalties incurred by the Owner following non-compliance of the above-mentioned conditions.

12. TRADING LIMITS

The Department agrees to limit its use of the vessel to the navigation area located between Montreal and Quebec City, including port areas.

ANNEX "B"**BASIS OF PAYMENT**

For the chartering of a vessel in accordance with the requirements under Annex "A" Statement of Requirements a firm unit price of:

1) For a 22 cadets vessel:: \$ _____/Day

\$ _____/Day X 17 days = \$ _____

OR

2) For a 12 cadets vessel:: \$ _____/Day

\$ _____/Day X 30 days = \$ _____

Bidders that have the possibility to bid for the two vessels type are invited to do so.

ANNEX "C"

INSURANCE

Marine Liability Insurance

1. The Contractor must obtain Protection & Indemnity (P&I) insurance that must include excess collision liability and pollution liability. The insurance must be placed with a member of the International Group of Protection & Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the *Marine Liability Act*, S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by Worker's Compensation as detailed in paragraph (2.) below.
2. The Contractor must obtain Worker's Compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the Territory or Province or state of nationality, domicile, employment, having jurisdiction over such employees. If the Contractor is assessed any additional levy, extra assessment or super-assessment by a Worker's Compensation Board, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.
3. The Protection and Indemnity insurance policy must include the following:
 - (a) 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 the Department of National Defence and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
 - (c) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - (d) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.