

**Bid Fax: (819) 997-9776**

## Comments - Commentaires

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

Gatineau, Québec K1A 0S5

<b>Title - Sujet</b> TOW OF IROQUOIS CLASS VESSEL	
<b>Solicitation No. - N° de l'invitation</b> W8482-134021/A	<b>Date</b> 2012-11-13
<b>Client Reference No. - N° de référence du client</b> W8482-134021	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$\$MD-007-23331
<b>File No. - N° de dossier</b> 007md.W8482-134021	<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 2012-11-23</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Wood, Kelly	<b>Buyer Id - Id de l'acheteur</b> 007md
<b>Telephone No. - N° de téléphone</b> (819) 956-0654 ( )	<b>FAX No. - N° de FAX</b> (819) 956-0897
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  <div>Specified Herein Précisé dans les présentes</div>	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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Solicitation No. - N° de l'invitation

W8482-134021/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

007md

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W8482-134021

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**List of Annexes:**

Annex "A"	Requirement
Annex "B"	Basis of Payment
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Annex "E"	Care and Custody
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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 Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Technical Specification, the Basis of Payment, the Insurance Requirements and other Annexes.

### 1.2 Summary

1. The Requirement is:
 

to provide tug services to tow the HMCS Athabaskan from St-Catharines, Ontario (Port Weller) to HMC Dockyard Halifax, Nova Scotia in accordance with the associated Technical Statement of Requirement detailed in Annex "A".
2. Pursuant to section 01 of Standard Instructions 2003, Bidders must submit a complete list of names of all individuals who are currently directors of the Bidder. Furthermore, as determined by the Special Investigations Directorate, Departmental Oversight Branch, each individual named on the list may be requested to complete a Consent to a Criminal Record Verification form.
3. The requirement is subject to the Agreement on Internal Trade (AIT). The sourcing strategy relating to this procurement will be limited to suppliers in Eastern Canada.

### 1.3 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.

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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

(<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 (2012-07-11) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

**The text under Subsection 4 of Section 01 - Code of Conduct and Certifications - Bid of 2003 referenced above is replaced by:**

Bidders should provide, with their bid or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to provide such a list within the required time frame will render the bid non-responsive. Bidders must always submit the list of directors before contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229)

(<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaire-forms-eng.html>) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

**The text under Subsection 5 of Section 01 - Code of Conduct and Certifications - Bid of 2003 referenced above is replaced by:**

The Bidder must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the bid, and must also provide Canada, when requested, with the corresponding Consent Forms. The Bidder will also be required to diligently maintain the list and when requested, provide Consent Forms during the period of any contract arising from this 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 **three (3) working days** before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. 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.

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

### 2.4 Applicable Laws

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

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

**Refer to Annex "G1" for Deliverables/Certifications.**

### 2.5 Work Period - Marine

The beginning of the towing period will be between December 1, 2012 and before the closure of the St-Lawrence Seaway 2012 navigational season.

## PART 3 - BID - PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

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

- Section I - Technical Bid (2 hard copies)
- Section II - Financial Bid (1 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

The Bidder must provide all of the deliverables as referenced in Annex "G1" Deliverables and Certifications.

#### Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet in Annex "D". The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

##### 3.1.1 Tugs Standby Time

In the event that standby time be required for tugs, all cost associated to the tugs standby will be paid on an hourly basis. The bidders are to price in Annex "D" their respective all-inclusive standby hourly rates per tug (which rates include all costs including, without being limited to the following: crew, fuel, insurance, pilot, overhead, profit, etc.). The bidders are to price in Annex "D" their respective standby hourly rates per tug which will include all the following costs without being limited to, crew, fuel, insurance, pilot, overhead, profit, etc.. These rates will be used in the price evaluation Annex "D" by including an estimated amount of standby hours multiplied by the firm standby rates and will be added to the Work for a total evaluation price. These rates will also be part of the basis of payment of an eventual contract to pay potential standby time.

The Evaluation Price will be used for evaluating the bid. The additional amount for standby time is used for evaluation purpose only and there is no guarantee that any standby time will be required.

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

### **4.1 Evaluation Procedures**

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

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

Notwithstanding deliverable requirements specified within the bid solicitation and its associated Technical Specification Annex "A", mandatory deliverables that must be submitted with the Bidder's bid to be deemed responsive are summarized in Annex "G1".

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

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

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

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

#### **SACC Manual Clause A0220T (2007-05-25) Evaluation of Price**

### **4.2 Basis of Selection**

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

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

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

**Refer to Annex "G3".**

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## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare the 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 the 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.

### 5.1 Code of Conduct Certifications - Certifications Required Precedent to Contract Award

Bidders should provide, with their bid or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Bidders must submit the list of directors before contract award, failure to provide such a list within the required time frame will render the bid non-responsive.

The Contracting Authority may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

### 5.2 Certifications Required with the Bid

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

### 5.2.1 Federal Contractors Program - \$200,000 or more

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive 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.

2. If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

3. 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), in which case a duly signed certificate of commitment is attached;
- (d) ☐ is subject to the FCP, and has a valid certificate number as follows: \_\_\_\_\_  
(e.g. has not been declared an ineligible contractor by HRSDC.)

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

## **PART 6 - FINANCIAL AND OTHER REQUIREMENTS**

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

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

The bidder must provide with the bid, a certificate or letter from the applicable Worker's Compensation Board confirming the Bidder's good standing account. Failure to comply with the request will result in the bid being declared non-responsive.

**Refer to Annex "G1" for Deliverables/Certifications.**

### **6.2 Valid Labour Agreement**

If the Bidder has a labour agreement, or other suitable instrument, in place with all its unionized labour, it must be valid for the proposed period of any resulting contract. Documentary evidence of the agreement or suitable instrument must be provided on or before bid closing date. If this information is not provided with the bid it will render the bid non-responsive.

**Refer to Annex "G1" for Deliverables/Certifications**

### **6.3 Insurance Requirements**

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

**Refer to Annex "G1", Deliverables/Certifications.**

### **6.4 List of Proposed Subcontractors**

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

**Refer to Annex "G1" for Deliverables/Certifications.**

## 6.5 Financial Capability

1. Financial Capability Requirement: The Bidder must have the financial capability to fulfill 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 three (3) 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 in (a) above is more than five months before the date of the request for information by the Contracting Authority, the Bidder must also provide, unless this is prohibited by legislation for public companies, 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 this 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 this 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.

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, unless this is prohibited by legislation. 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, unless this is prohibited by legislation. 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 in 1. (a) to (f) above required by the Contracting Authority must be provided by the ultimate parent company. Provision of parent company financial information does not by itself 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 an agreement by the parent company to sign a Parental Guarantee, as drawn up by Public Works and Government Services Canada (PWGSC), is provided with the required information.

4. Financial Information Already Provided to PWGSC: The Bidder is not required to resubmit any financial information requested by the Contracting Authority that is already on file at PWGSC with the Contract Cost Analysis, Audit and Policy Directorate of the Policy, Risk, Integrity and Strategic Management Sector, provided that within the above-noted time frame:

a. the Bidder identifies to the Contracting Authority in writing the specific information that is on file and the requirement for which this information was provided; and

b. the Bidder authorizes the use of the information for this requirement.

It is the Bidder's responsibility to confirm with the Contracting Authority that this information is still on file with PWGSC.

5. 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.

6. Confidentiality: If the Bidder provides 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.c. A-1, Section 20(1) (b) and (c).

7. Security: In determining the Bidder's financial capability to fulfill 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).

**Refer to Annex "G2" for Deliverables**

## **PART 7 - RESULTING CONTRACT CLAUSES**

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

### **7.1 Requirement**

The Contractor must provide tug services to tow the HMCS Athabaskan from St-Catharines, Ontario (Port Weller) to HMC Dockyard Halifax, Nova Scotia in accordance with the associated Technical Statement of Requirement detailed in Annex "A".

### **7.2 Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC). The manual is available on the following PWGSC website:

**(<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>)**

#### **7.2.1 General Conditions**

**2030 (2012-07-16), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.**

### **7.3 Term of Contract**

The beginning of the towing period will be between December 1, 2012 and before the closure of the St-Lawrence Seaway 2012 navigational season.

### **7.4 Authorities**

#### **7.4.1 Contracting Authority**

The Contracting Authority for the Contract is:

Kelly Wood  
Department of Public Works and Government Services Canada (PWGSC)  
Defence and Major Projects Sector  
PWGSC, 6C2 Place du Portage, Phase III  
11 Laurier Street,  
Gatineau, Quebec, K1A 0S5  
Tel: (819) 956-0654 Fax: (819) 956-0897  
E-Mail - [kelly.wood@pwgsc.gc.ca](mailto:kelly.wood@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.

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### 7.4.2 Technical Authority

The Technical Authority for the Contract is:

Daniel Vachon  
DGMEPM (MWVA 4)  
National Defence Headquarters  
Mgen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, Canada  
K1A 0K2  
Tel: 819-994-0481 after 16 Nov 819-939-3493  
Fax: 819-997-3597  
Blackberry: 613.799.8542  
Daniel.Vachon2@forces.gc.ca

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

### 7.4.3 Quality Assurance Authority

#### **SACC Manual Clause D5510C (2011-05-16) - Quality Assurance Authority (DND) - Canadian-based Contractor**

Director of Quality Assurance  
National Defence Headquarters  
MGen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, ON K1A 0K2  
E-mail: ContractAdmin.DQA@forces.gc.ca

Regional NDQAR  
Halifax: 902-427-7150

The QAR is responsible for inspection of the Work and acceptance of the finished work. The QAR will be represented on-site by an assigned On-Site Inspector and any other departmental inspectors who will from time to time be assigned in support of the designated inspector.

## 7.5 Payment

### 7.5.1 Basis of Payment - Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price indicated in the Basis of Payment Annex " B" for the Known Work. Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

**7.5.2 Single Payment**  
**SACC Manual Clause H1000C (2008-05-12) Single Payment**

**7.5.3 Limitation of Price**  
**SACC Manual Clause C6000C (2011-05-16) Limitation of Price**

**7.6 Invoicing Instructions**

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

**7.6.1 Invoices**

1. Invoices will be distributed as follows:

Dept. Of National Defence NDHQ  
 Attention: DGMEPM  
 D MAR P 3-2-7  
 101 Colonel By Drive  
 Ottawa, Ontario  
 Canada  
 K1A 0K2  
 Attention: Leelynn Park  
 (819) 939-3811

And

**The original invoice to be forwarded for verification to:**

Public Works and Government Services Canada  
 Marine Systems Directorate  
 Defence and Major Projects Sector  
 11 Laurier Street, Place du Portage  
 Phase III, 6C2  
 Gatineau, Quebec  
 K1A 0S5  
 Attention: Kelly Wood

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

**7.7 Certifications**

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.

## 7.8 Applicable Laws

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

## 7.9 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the General Conditions 2030(2012-07-16), General Conditions - Higher Complexity - Goods
- (c) Annex "A", Statement of Work;
- (d) Annex "B", Basis of Payment;
- (e) Annex "C", Insurance Requirements;
- (f) Annex "D", Financial Bid Presentation Sheet;
- (g) Annex "E", Vessel Custody;
- (h) Annex "F", Complete list of names of all individuals who are currently directors for the Bidder
- (i) Annex "G", Deliverables/Certifications
- (j) the Contractor's bid dated \_\_\_\_\_ (insert date of bid), as amended \_\_\_\_\_ (insert date(s) of amendment(s) if applicable)

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

## 7.11 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 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 **three (3) working days** after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## 7.12 Limitation of Contractor's Liability for Damages to Canada

1. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees.
2. Whether the claim is based in contract, tort, or another cause of action, the Contractor's liability for all damages suffered by Canada caused by the Contractor's performance of or failure to perform the Contract is limited to \$10 million per incident or occurrence to an annual aggregate of \$20 million for losses or damage caused in any one year of carrying out the Contract, each year starting on the date of coming into force of the Contract or its anniversary. This limitation of the Contractor's liability does not apply to nor include:
  - (a) Any infringement of intellectual property rights;
  - (b) Any breach of warranty obligations;
  - (c) Any liability of Canada to a third party arising from any act or omission of the Contractor in performing the Contract; or
  - (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. Nothing shall limit Canada's other remedies, including Canada's right to terminate the Contract for default for breach by the Contractor of any of its obligations under this Contract, notwithstanding that the Contractor may have reached any limitation of its liability hereunder.

## 7.13 Sub-contracts and Sub-contractor List

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

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

**7.14 Contract Award Meeting**

A contract award meeting chaired by the Contracting Authority may be held at a time to be determined. At the meeting, the contractor will table its management organization chart and may introduce the referenced personnel. Parties will review/discuss the "after contract award" deliverables and will present ways forward.

**7.15 Workers Compensation**

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

**7.16 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.

**7.17 Care, Custody and Control**

**Refer to Annex "E" and Technical Statement of Requirements attached as Annex "A".**

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## **ANNEX A**

### **Technical Statement of Requirements For Tow of Iroquois Class Vessel From St-Catharines, Ontario (Port Weller) To HMCS Dockyard, Halifax , Nova Scotia**

**Dated : October 30, 2012**

**ANNEX B****BASIS OF PAYMENT PRICE**

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

**B1 Contract Firm Price**

<b>A)</b>	<b>Known Work</b> For work as stated in Article 7. 1, Specified in Annex "A" and detailed in the attached Annex "D", for a FIRM PRICE of:	<b>\$</b>
<b>B)</b>	<b>GST / HST as applicable of line a) only</b>	<b>\$</b>
<b>C)</b>	<b>Total Firm Price GST/HST Included:</b>	<b>\$</b>

**B2 Standby Time**

The Contractor will be paid for standby time, as authorized by Canada. The authorized standby time will be calculated as follows:

"Number of standby hours (as reported by the Contractor and agreed by Canada) X \$\_\_\_\_\_, for tug no. 1 and X \$\_\_\_\_\_, for tug no. 2 being the Contractor's firm all-inclusive standby hourly rate per tug (which rates include all costs including, without being limited to the following: , crew, fuel, insurance, pilot, overhead, profit, etc.) and to which will be added the Goods and Services Tax or Harmonized Sales Tax. The firm standby hourly rates will remain firm for the duration of the Contract and any subsequent amendments."

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**ANNEX C****INSURANCE REQUIREMENTS****C.1 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 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.
  - (e) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

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

For other provinces and territories, send to:  
Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8

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

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**C.2 Marine Hull Insurance**

1. The Contractor must obtain Hull & Machinery insurance covering the watercraft, its equipment and appurtenances, and maintain it in force for the duration of the contract for an amount of not less than the agreed value of the watercraft as described below. Coverage must conform to the American Institute Hull Clauses (June 2, 1977) or an agreed equivalent.

**(1) One HMCS Iroquois Class Vessel - HMCS Athabaskan.**

**VALUE TO BE INSURED** - not less than \$10,000,000.00 per accident or occurrence and \$20,000,000.00 in the annual aggregate.

**Watercraft Agreed Value**

2. The policy must include the following endorsements:
  - (a) Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Department of National Defence and Public Works and Government Services Canada for any and all loss of or damage to the watercraft, however caused.
  - (b) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

**ANNEX D****Financial Bid Presentation Sheet****D1 Price for Evaluation**

<b>A)</b>	For work as stated in Part 1 Clause 1.2, Specified in Annex "A" for a FIRM PRICE of:	\$ _____
<b>B)</b>	<p>In the event that standby time is required, the following prices per hour per tug shall be in affect.</p> <p>Estimated Standby hours at a firm all inclusive - Standby Rate, for evaluation purpose only:  24 hours x \$ _____ per standby hour for tug no. 1  for a Price of: \$ _____</p> <p>Estimated Standby hours at a firm all inclusive Standby Rate for evaluation purpose only:  24 hours x \$ _____ per standby hour for tug no. 2  for a Price of: \$ _____</p> <p>See Article F2 below</p>	
<b>C)</b>	For an EVALUATION PRICE of (GST/HST excluded) [A + B ]:	\$ _____

**D2 Standby Time**

The Contractor will be paid for standby time, as authorized by Canada. The authorized standby time will be calculated as follows:

"Number of standby hours (as reported by the contractor and agreed by Canada) X \$ \_\_\_\_\_, for tug no. 1 and X \$ \_\_\_\_\_, for tug no. 2 being the Contractor's firm all-inclusive standby hourly rate per tug (which rates include all costs including, without being limited to the following: crew, fuel, insurance, pilot, overhead, profit etc.) and to which will be added the Goods and Services Tax or Harmonized Sales Tax. The firm standby hourly rates will remain firm for the duration of the Contract and any subsequent amendments."

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**ANNEX E****VESSEL CUSTODY****E1 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 CONTRACTOR" (attached as Appendix 1 to this Annex "E") shall be completed as required and a copy passed to the QAR.
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 E) shall be completed and a signed copy passed to Canada for distribution.

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## ANNEX E - APPENDIX 1

### ACCEPTANCE CERTIFICATE

#### ASSUMPTION OF CUSTODY OF CANADIAN GOVERNMENT SHIPS BY CONTRACTORS

ACCEPTANCE OF \_\_\_\_\_

1. The undersigned, on behalf of the Department of National Defence and of \_\_\_\_\_ acknowledge to have handed over and received respectively HMCS Athabaskan for the purpose of towing, all in accordance with the terms and conditions of PWGSC Contract Serial Number \_\_\_\_\_ and such documents which form part of the said contract.

2. It is mutually agreed by all parties that the condition report by compartment or area shall be considered as an addendum to this agreement; and shall be a valid document in the taking over of the vessel by the Contractor, even if the inspection and signing occur after the signing of the agreement but within the agreed ten (10) day period.

SIGNED AT \_\_\_\_\_ PROVINCE \_\_\_\_\_ ON,

THE \_\_\_\_\_ DAY OF \_\_\_\_\_ (Month) 2012.

AT \_\_\_\_\_ HOURS.

FOR: \_\_\_\_\_  
(CONTRACTOR)

FOR: \_\_\_\_\_  
Department of National Defence

WITNESSED BY: \_\_\_\_\_  
PUBLIC WORKS AND GOVERNMENT SERVICES CANADA

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## ANNEX E - APPENDIX 2

### ACCEPTANCE CERTIFICATE

#### RESUMPTION OF CUSTODY OF CANADIAN GOVERNMENT SHIPS BY CONTRACTOR

#### ACCEPTANCE OF HMCS ATHABASKAN

1. The undersigned, on behalf of \_\_\_\_\_ and of the Department of National Defence, acknowledge to have handed over and to have received respectively the HMCS Athabaskan, said vessel having been received By \_\_\_\_\_ on \_\_\_\_\_ (date), for the purpose of towing in accordance with the terms and conditions of PWGSC Contract Serial Number \_\_\_\_\_.

2. It is mutually agreed by all parties that the liabilities and responsibilities of the HMCS Athabaskan, shall automatically cease as at..... hours on..... (date), and that responsibility for the care and protection of the said vessel shall revert to Canada.

SIGNED AT \_\_\_\_\_ PROVINCE \_\_\_\_\_ ON,

THE \_\_\_\_\_ DAY OF \_\_\_\_\_ (Month) 2012.

AT \_\_\_\_\_ HOURS.

FOR: \_\_\_\_\_  
(CONTRACTOR)

FOR: \_\_\_\_\_  
Department of National Defence

WITNESSED BY: \_\_\_\_\_  
PUBLIC WORKS AND GOVERNMENT SERVICES CANADA

**ANNEX F**

**Code of Conduct - List of Directors**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_

## ANNEX G DELIVERABLES/CERTIFICATIONS

### G1 Mandatory Tender Deliverables Check List

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

#### The Bidder must submit a completed Annex "G1" Deliverables/ Certifications.

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

Item	Description	Completed and Attached
1	Invitation To Tender document part 1 page 1 completed and signed;	
2	Completed Annex "D" Financial Bid Presentation Sheet",	
3	Completed Annex "G1" Deliverables/Certifications;	
4	Changes to Applicable Laws (if any), as per clause 2.4	
5	Federal Contractors Program for Employment Equity, Complete section 5.2.1;	
6	Complete list of names of all individuals who are currently directors of the Bidder; section 5.1	
7	Proof of good standing with Worker's Compensation Board, as per clause 6.1	
8	Proof of valid Labor Agreement or similar instrument covering the work period, as per clause 6.2	
9	Insurance Requirements, as per clause 6.3	
10	List of subcontractors, as per clause 6.4	
11	Proof of Certification for both restricted water and open ocean towing of a vessel over 5000 long tons, as per TSOR 2.0.	

### G2 Deliverables If Requested

Item	Description	Reference	Due By
1	Financial Capability	Clause 6.5	3 Working Days prior to contract award if requested

**G3 Deliverables after Contract Award**

Item	Description	Reference	Due By
1	Insurance requirements as per Annex "C"	Clause 7.11 and Annex "C"	3 Working Days after contract award
2	Standard Towing Operating Instruction as per 5.01a)		5 Working Days after contract award
3	Communications plan between tug(s) and tow as per 5.01b)		5 Working Days after contract award
4	Communications plan with Seaway (Pilot and Locks) as per 5.01c)		5 Working Days after contract award
5	Tow Plan as per 5.01d)		5 Working Days after contract award
6	Drawings as per Spec. Item 5.02 a) to e)		5 Working Days after contract award
7	Testing Certification as per Spec. Item 5.03		5 Working Days after contract award

ANNEX A  
TO: W8482-134021  
DATED: 30 October, 2012

TECHNICAL STATEMENT OF REQUIREMENTS  
FOR  
TOW OF IROQUOIS CLASS VESSEL  
FROM ST-CATHARINES ONTARIO (PORT WELLER)  
TO HMC DOCKYARD HALIFAX NOVA SCOTIA

## ANNEX A

TO: W8482-134021

DATED: 30 October, 2012

### **1.0 SCOPE**

This Technical Statement of Requirement (TSOR) describes the specifications that will support the tow of Her Majesty's Canadian Ship (HMCS) ATHABASKAN from St-Catharines Ontario (Port Weller) to HMC DOCKYARD Halifax Nova Scotia Canada. All requirements detailed in Section 3.0, 5.0, 6.0, 7.0 and 8.0 of this TSOR are mandatory. Specifications detailed in Section 4 of this TSOR shall be verified by the Contractor and communicated to the TA prior to commencing the tow.

#### **1.01 Terminology**

- a) DMSS .....Directorate of Maritime Ship and Support
- b) MARLANT .....Maritime Atlantic Headquarters
- c) DND.....Department of National Defense
- d) CFB.....Canadian Forces Base
- e) FMF..... Fleet Maintenance Facility
- f) IAW.....In Accordance With
- g) ISO...International Organization for Standardization (relating to product quality)
- h) NDQAR.....National Defense Quality Assurance Region (or) Representative
- i) PWGSC.....Public Works and Government Services Canada
- j) DA/TA.....Design Authority/Technical Authority

#### **1.02 Reference Documentation**

- a. Canada Marine Act (S.C.1998) and all regulations and orders pursuant to the Act
- b. Canada Shipping Act (2001) and all regulations and orders pursuant to the Act
- c. Canadian Environmental Protection Act (1999)
- d. Pilotage Act (R.S., 1985)

### **2.0 GENERAL**

DND has a requirement to tow a 5000 long ton displacement Destroyer from St-Catharines Ontario (Port Weller) Canada to HMC Dockyard Halifax Nova Scotia Canada. The beginning of the towing period will be between December 1, 2012 and before the closure of the St-Lawrence Seaway 2012 navigational season. The vessel specifications are detailed in Section 4.0 of this TSOR. With its bid, the bidder shall provide proof of certification for both restricted water and Open Ocean towing of a vessel over 5000 long tons (mandatory deliverable).

### **3.0 TOW REQUIREMENTS:**

The Contractor shall provide a tow force that has, as a minimum, a primary tug of required power to safely tow in St-Lawrence Seaway, River, Gulf and in Open Sea a 5000 long ton displacement Destroyer with a secondary tug to assist in navigating the St Lawrence Seaway

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from St-Catharines Ontario (Port Weller) until past the pilot station at Les Escoumins Quebec, unless precluded by the locks or other Seaway regulations.

Once past the pilot station at Les Escoumins Quebec, the Contractor shall safely tow the vessel in Open Ocean with one tug of required power attached via bridle gear using a forward tow.

#### **4.0 SPECIFICATIONS**

##### **4.01 Vessel Displacement:**

5000 Long Tons

##### **4.02 Overall Length**

426 feet                      130 meters.

##### **4.03 Breath**

50 feet                      15.25 meters.

##### **4.04 Draft**

17 feet                      5.2 meters.

##### **4.05 Operating Conditions**

The vessel being towed, herein referred to as the tow, will be without power and DND's Crew. The vessel's Care and Custody will be transferred from Canada to the contractor while the vessel will be upright alongside at St-Catharines prior to the tow and will be returned to Canada once the vessel will be upright alongside at DND's wharf at HMC Dockyard. Through the course of the towing a DND representative will be onboard of the contractor's tug to escort any contractor's representative(s) and/or employee(s) that may have to go onboard the tow during the transit.

##### **4.06 Towing Equipment and Arrangement**

The Contractor shall verify to the satisfaction of the Crown representative, the tow equipment is compliant with Transport Canada Bulletin No. 06/1981.

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## **5.0 DELIVERABLE DOCUMENTATION**

### **5.01 TA Documentation**

The Contractor shall provide, within five (5) days after contract award, the TA with two (2) hardcopies and one (1) softcopy in native file format of the following:

- a) Standard Towing Operating Instructions;
- b) Communications plan between tug(s) and tow;
- c) Communications plan with Seaway (Pilot and Locks); and
- d) Tow Plan.

### **5.02 Drawings**

The Contractor shall provide, within five (5) days after contract award to the TA drawings for the layout of tug(s) and tow. It shall comprise the minimum number necessary to show and identify:

- a) General arrangement of Tug(s) and tow including (as a minimum) Towing connections (towline connection points, fairleads, bridle legs and bridle apex), intermediate pennant, bridle recovery system and emergency towing gear.
- b) Specific line placement between tug and tow including aft tug (Seaway navigation) ;
- c) Tensile strength of tow line(s) and all certification associated with the towing equipment;
- d) Detail description of all associated towing gear; and
- e) Egress plan for any personnel on the tow to the tug in the event of emergency.

### **5.03 Testing Certification**

The Contractor shall provide, within five (5) days after contract award to the TA all certifications of testing for all applicable components associated with the tow including a "Ready To Tow" Certification issued by the Salvage Association following the required pre-tow surveys.. Should modifications and/or adjustment to the vessel's equipments and/or conditions be required in order to meet the Salvage Association requirements, they will be made by Canada.

## **6.0 NAVIGATION**

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The Contractor shall meet all SOLAS, Transport Canada, Canadian Pilotage Act, Marine Act, and Canada Shipping Act requirements as well as any specific navigational rules and regulations associated with all waterways throughout the transit.

## **7.0 LIABILITY AND RESPONSIBILITY**

### **7.01 Insurance**

See ITT Annex C

### **7.02 Liability**

See ITT articles 7.12

### **7.03 Diligence**

The Contractor shall verify the draft of the vessel prior to commencing the tow and will take necessary actions if draft marks alter during the tow.