

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada**  
**1713 Bedford Row**  
**Halifax, N.S./Halifax, (N.É.)**  
**B3J 1T3**  
**Bid Fax: (902) 496-5016**

**INVITATION TO TENDER**  
**APPEL D'OFFRES**

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

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

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

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

**Comments - Commentaires**

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

**Issuing Office - Bureau de distribution**  
Acquisitions  
1713 Bedford Row  
Halifax, N.S./Halifax, (N.É.)  
B3J 3C9

<b>Title - Sujet</b> VESSEL LEASE FRONTIER SENTINEL 12	
<b>Solicitation No. - N° de l'invitation</b> W010X-12A061/A	<b>Date</b> 2012-03-19
<b>Client Reference No. - N° de référence du client</b> W010X-12-A061	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$HAL-302-8650
<b>File No. - N° de dossier</b> HAL-1-66975 (302)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-04-05</b>	
<b>Time Zone</b> Fuseau horaire Atlantic Daylight Saving Time ADT	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Gaudreau, Michel	<b>Buyer Id - Id de l'acheteur</b> hal302
<b>Telephone No. - N° de téléphone</b> (902) 496-5245 ( )	<b>FAX No. - N° de FAX</b> (902) 496-5016
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE see herein Canada	

**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/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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## **PART 1 - GENERAL INFORMATION**

### **1. Security Requirement**

There is no security requirement associated with the requirement.

### **2. Requirement**

To supply a Vessel and crew as per the requirements set out in Annex "A" Statement of Requirement.

### **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 Manual (<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>) 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.

### **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 **Nova Scotia**. 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 ( 1 hard copy)

Section II: Financial Bid ( 1 hard copy)

Section III: Certifications (1 hard copy)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft 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.

#### **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**

### **1. Evaluation Procedures**

Bids received will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation specified in annexes "A" and "B".

### **2. Basis of Selection**

A bid must comply with the requirements of the bid solicitation and meet all mandatory evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price 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 - 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.

(Derived from - Provenant de: A3031T, 2010-08-16)

## 1.2 Former Public Servant Certification

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

### Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- (a) an individual;
- (b) an individual who has incorporated;
- (c) a partnership made of former public servants; or
- (d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means, in the context of the fee abatement formula, a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c. C-17, the *Defence Services Pension Continuation Act*, 1970, c. D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c. R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S.,

1985, c. R-11, the *Members of Parliament Retiring Allowances Act*, R.S., 1985, c. M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c. C-8.

### Former Public Servant in Receipt of a Pension

Is the Bidder a FPS in receipt of a pension as defined above? **YES** ( ) **NO** ( )

If so, the Bidder must provide the following information:

- (a) name of former public servant;
- (b) date of termination of employment or retirement from the Public Service.

### Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **YES** ( ) **NO** ( )

If so, the Bidder must provide the following information:

- (a) name of former public servant;
- (b) conditions of the lump sum payment incentive;
- (c) date of termination of employment;
- (d) amount of lump sum payment;
- (e) rate of pay on which lump sum payment is based;
- (f) period of lump sum payment including start date, end date and number of weeks;
- (g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

### Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

(Derived from - Provenant de: A3025T, 2010-01-11)

## PART 6 - RESULTING CONTRACT CLAUSES

### 1. Security Requirement

There is no security requirement associated with the requirement.

### 2. Requirement

To supply a Vessel and crew as per the requirements set out in Annex "A" Statement of Requirement

### 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 Manual (<http://sacc.pwgscc.gc.ca/sacc/index-e.jsp>) issued by Public Works and Government Services Canada.

### 3.1 General Conditions

2035 (2012-03-02) General Conditions - Services (Higher Complexity), apply to and form part of the Contract.

## 4. Period of Contract

The Contract period of lease will be from the predetermined location no later than 0800 local on 7 May 2012 until the completion of the exercise no later than 1800 local on 8 May 2012.

## 5. Authorities

### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Michel Gaudreau  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions, Marine  
PO Box 2247, 1713 Bedford Row,  
Halifax, Nova Scotia

Telephone: (902) 496-5245  
Facsimile: (902) 496-5016  
E-mail address: Michel.Gaudreau2@pwgsc-tpsgc.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:

Capt Steve Wilson  
JTFA J71

Office: 902-427-5928  
Blackberry: 902-441-4306

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

TBD

## 6. Payment

### 6.1 Basis of Payment - Firm Price or Firm Lot Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price of \$ **TBD**. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

### 6.2 Terms of Payment - Single Payment

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 must be forwarded to the following address for certification and payment.

Michel Gaudreau  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions, Marine  
PO Box 2247, 1713 Bedford Row,  
Halifax, Nova Scotia

(b) One (1) copy must be forwarded to the consignee.

Mr. Darren Conrad  
Services Contracts O Supr  
Maritime Forces Atlantic  
PO Box 99000 St Forces  
Halifax, NS  
B3K 5X5

## 9. Applicable Laws

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

## 10. Priority of Documents

If there is a discrepancy between the 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) 2035 (2012-03-02) General Conditions - Services (Higher Complexity)
- (c) Annex "A", Statement of Requirement;
- (d) Annex "B", Basis of Payment
- (e) Annex "C", Non-Disclosure Agreement;
- (f) the Contractor's bid dated **TBD**.

## **11. SACC Manual Clauses**

### **11.1 Vessel Charter**

1. The vessel must meet the following requirements:

- (a) be seaworthy;
- (b) the engine(s) 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.

*(Derived from - Provenant de: A8501C, 2008-05-12)*

#### 11.2 Vessel Charter

The vessel must meet the requirements listed in the attached specifications at annex "A".

The Bidder must provide the following details of its vessel:

- (a) name of vessel \_\_\_\_\_ ;
- (b) official number \_\_\_\_\_ ;
- (c) length, beam, displacement \_\_\_\_\_ ;
- (d) name of vessel's skipper during charter period \_\_\_\_\_.

*(Derived from - Provenant de: A8501T, 2008-05-12)*

#### 11.3 Non-disclosure Agreement

The Contractor must obtain from its employees the completed and signed non-disclosure agreement, attached at Annex C, and provide it to the Project Authority before they are given access to information by or on behalf of Canada in connection with the Work.

*(Derived from - Provenant de: A9126C, 2010-08-16)*

**ANNEX A****STATEMENT OF REQUIREMENT  
VESSEL OF INTEREST  
REQUEST FOR EXCLUSIVE USE OF VESSEL****1. BACKGROUND**

Exercise FRONTIER SENTINEL 12 is a CANADA COM initiative to train forces at the tactical level for joint/combined maritime operations and to facilitate the necessary operational level interaction and planning should it be required during a real-world situation. JTFA is the 2012 lead planner for the exercise and is responsible for the provision of target vessels to act as Vessels of Interest (VOI) for the primary training audience to utilize. This training will involve Joint Task Force Atlantic (JTFA), Maritime Forces Atlantic (MARLANT), Public Safety, Provincial Health and Wellness, Canadian Border Services Agency (CBSA), Royal Canadian Mounted Police (RCMP), Maritime Security Operations Centre Atlantic (MSOC A), US Navy Second Fleet (C2F) and District 1 of the US Coast Guard (USCG).

**2. REQUIREMENT**

JTFA will require the temporary, exclusive use of a marine vessel commencing on 07 May 2012 at a predetermined location, in the vicinity of Sydney Harbour (2-20 miles offshore, exact location TBD) and ending no later than 08 May 2012. A marine type vessel of not less than 150 feet in Length Over All (LOA) or greater with the capability to accommodate, shelter, feed and support forty (40), military personnel from 07 to no later than 08 May 2012. Military personnel will board the vessel in Sydney Harbour on 07 May 2012, and will remain onboard until disembarking alongside at Sydney Harbour no later than 08 May 2012. The owner and crew must be willing to have the ship placed under actual air and sea surveillance, be boarded by military and/or police members, and be searched by military and/or police members.

**3. SCOPE OF REQUIREMENT**

The contractor will provide the exclusive use and services of a marine vessel in the vicinity of Sydney Harbour from 07 to 08 Aug 2012. The use and services of the vessel will include the following:

**3.1 General:**

- 3.1.1 The vessel must be at a minimum of 150 feet in length and have a complete crew to operate the vessel.
- 3.1.2 There is no requirement for vessel staff outside of essential staff required for ship movements. The contractor is to determine the appropriate levels of service in order to meet requirements.
- 3.1.3 The contractor must be responsible for any costs associated with licensing or any additional fees or costs incurred alongside.
- 3.1.4 The contractor must provide sufficient power and fresh water for forty (40) military personnel during the period 07 to 08 May 2012.

**3.2 Accommodations and Storage:**

- 3.2.1 Accommodations meeting the regular crew standard for a forty (40), personnel, and meals forty (40), personnel from not earlier than 07 May to no later than 08

May 2012. While respecting all requirements, the vessel is expected to adjust service levels as required to minimize costs.

- 3.2.2 Separate berthing is required for female military personnel. A finalized list of military personnel gender requiring accommodation will be provided to contractor upon Contract award.
- 3.2.3 Cabins are to be ready for occupancy on 07 May by 0800 hours and will be vacated no later than 1500 hrs on 08 May 2012.
- 3.2.4 DND will be solely responsible for the arrangement and handling of personal belongings and equipment during the timeframe requested. Personal belongings and equipment will be limited to personal baggage and laptop computers. DND personnel will be responsible for the placement, removal, and safekeeping of such equipment/items.
- 3.2.5 The contractor must provide sufficient indoor, heated storage for the personal belongings and equipment of DND personnel during the timeframe requested.

### **3.3 Feeding:**

- 3.3.1 Meals: Three (3) meals (breakfast, lunch and dinner) meeting the regular crew standard per day per military personnel must be provided for the period 07 to 08 May 2012.

### **3.4 Safety:**

- 3.4.1 The contractor must ensure a safe and secure environment for all Department of National Defence (DND) personnel during the entire contract period.
- 3.4.2 The contractor will arrange for an administrative visit of the vessel prior to the embarkation date. A Preventative Medicine inspection will include, but is not limited to, the kitchen and living quarters, will occur during the same visit.
- 3.4.3 Contractor must be responsible for the provision, handling and storage of all safety equipment, including survival suits for forty (40), DND personnel during the timeframe requested.
- 3.4.4 Safety equipment on board must be sufficient for the crew of the vessel, and for forty (40), DND personnel.
- 3.4.5 Medical equipment required on-board must be sufficient for the crew of the vessel, and for forty (40), DND personnel.
- 3.4.6 In the event of a medical incident involving DND personnel requiring immediate attention, the Department of National Defence will be fully responsible for providing necessary support as required.

### **3.5 Training Specific Requirements:**

- 3.5.1 The contractor must ensure that access is granted to the vessel during the period 07-08 May 2012. This includes, but is not limited to unoccupied passenger cabins, hallways, bathrooms, various non-passenger areas as well as access to the outside deck areas.
- 3.5.2 During the period 07-08 May 2012, the contractor must accept personnel scaling the external hull and walls of the vessel.
- 3.5.3 The contractor must:
  - 3.5.3.1 accept hostage rescue exercises onboard the vessel;
  - 3.5.3.2 accept the vessel being placed under actual air and sea surveillance;
  - 3.5.3.3 accept the vessel being boarded by military and/or police members;
  - 3.5.3.4 accept the entire vessel being searched by military and/police members. It is preferred if this includes cabins of the vessel's crew. Contractor must clearly articulate to DND if this is unacceptable before Contract Award; and

3.5.3.5 accept helicopter(s) to operate in very close proximity, including low hover. **There shall be no landing or latching on to the vessel.**

3.5.4 As a result of the exercises being performed, it may be necessary for the vessel to come to a complete stop. This requirement will be communicated to the vessel's commander or pilot in command.

#### **4. LOCATION**

The vessel will meet timings on 07 May 2012 in the vicinity of the Sydney Harbour. The RCMP will conduct boarding training on 7 May 12 in the approaches to Sydney Harbour after which the vessel will return to Sydney Harbour. RCMP, CBSA and DND personnel will board the marine vessel at first light 8 May 12 at the approximate twelve mile limit near Sydney Harbour. It is anticipated that personnel will disembark from the vessel at the end of period alongside at Sydney Harbour no later than 08 May 2012. All seagoing movements during training will be finalized in advance and agreed upon with the vessel commander and the Department of National Defence.

#### **5. VESSEL PERSONNEL**

The Department of National Defence will assign Liaison Officers to the ship's staff in order to coordinate all activities and respond to any safety concerns. The Captain of the vessel will remain in full control of the vessel and has final concurrence on all activities.

#### **6. ENVIRONMENTAL**

All environmental practices must meet and shall preferably exceed those consistent with Canada's commitment to sustainability and are aligned with the sustainability of marine transportation practices. During the training, all garbage will remain on board the vessel.

The vessel must comply with all applicable Canadian Environmental policies, laws and regulations for the operation of a vessel under Canadian jurisdiction.

The vessel must comply with all applicable international water policies, laws and regulations for the operation of a vessel under international water jurisdiction.

#### **7. OTHER CONDITIONS**

All persons aboard, inclusive of DND personnel, shall be subject to the authority of the vessel's commander or pilot in command. The vessel's commander can cancel or terminate positioning of the vessel with close coordination with DND if such action is deemed necessary for unserviceability, weather conditions or other conditions beyond the control of the vessel.

#### **8. PRE AND POST OCCUPANCY INSPECTION**

The contractor will allow the Liaison Officer to conduct inspections in order to document the vessel condition pre and post occupancy. All damages or deficiencies must be identified in cooperation with a representative from the contractor on both the pre-occupancy and post-occupancy inspection reports to ensure appropriate damage or deficiencies are annotated. The pre-occupancy and post-occupancy reports will be signed by both parties to indicate agreement regarding identified items.

#### **9. MARINE VESSEL SPECIFICATIONS**

Solicitation No. - N° de l'invitation

W010X-12A061/A

Amd. No. - N° de la modif.

File No. - N° du dossier

HAL-1-66975

Buyer ID - Id de l'acheteur

hal302

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

W010X-12-A061

CCC No./N° CCC - FMS No/ N° VME

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Due to the timelines and distances involved, vessel unserviceability during the contract period would mean that not all training requirements would be met. Therefore the contractor must ensure that the vessel is provided in good working condition. For the same reason, the vessel must also be capable and stocked with sufficient supplies to provide support without requiring fuelling or resupplying during the contract period.

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## ANNEX B, BASIS OF PAYMENT

For the lease of a Vessel and crew as per the Statement of Requirement contained in Annex A.

### RATES OF HIRE:

#### Exclusive use of vessel from 7 May 2012 to 8 May 2012 (inclusive)

a) \$\_\_\_\_\_ (Note 1)

#### Personnel Meals and Accommodation

b) \$\_\_\_\_\_ (Note 2)

**Total, Taxes not Included** (items a + b) \$\_\_\_\_\_  
(This is the price for evaluation)

### Notes:

**Note 1:** The daily rate for vessel lease includes all costs associated with crewing, fuel, lubricants and all other costs related to the continued operation of the vessel including berthing, pilotage fees, and tug assistance. Also included are any costs associated for mobilization, demobilization and transit to and from the exercise area. The Contractor will be paid for the full lease period except in the case where the vessel is disabled, not in running order or laid up without the consent of Canada.

**Note 2:** Contractor is to bid on providing meals and accommodations for 40 actors for the entire period.

**Annex B must be included with the Contractor's bid in accordance with Part 3 of the Solicitation Document.**



## ANNEX C

### NON-DISCLOSURE AGREEMENT

I, \_\_\_\_\_, recognize that in the course of my work as an employee or subcontractor of \_\_\_\_\_, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No W010X-12A061/001/HAL between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services and Department of national Defence, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Serial No: W010X-12A061/001/HAL.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date