



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

Bid Receiving - PWGSC / Réception des soumissions  
- TPSGC

11 Laurier St. / 11, rue Laurier

Place du Portage, Phase III

Core 0B2 / Noyau 0B2

Gatineau

Quebec

K1A 0S5

Bid Fax: (819) 997-9776

**SOLICITATION AMENDMENT**

**MODIFICATION DE L'INVITATION**

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

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

**Comments - Commentaires**

**Vendor/Firm Name and Address**

Raison sociale et adresse du  
fournisseur/de l'entrepreneur

**Issuing Office - Bureau de distribution**

Interim Auxiliary Oiler Replenishment /Pétrolier

Ravitailleur d'escadre Intérimaire

105 Hotel de Ville

Gatineau

Quebec

K1A 0S5

<b>Title - Sujet</b> Emergency Towing Vessels	
<b>Solicitation No. - N° de l'invitation</b> F7017-160056/B	<b>Amendment No. - N° modif.</b> 004
<b>Client Reference No. - N° de référence du client</b> F7017-160056	<b>Date</b> 2017-10-20
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$MB-003-26383	
<b>File No. - N° de dossier</b> 003mb.F7017-160056	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin at - à 05:00 PM on - le 2017-11-30</b>	<b>Time Zone</b> Fuseau horaire Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes	
<b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Aubin, Marc A.	<b>Buyer Id - Id de l'acheteur</b> 003mb
<b>Telephone No. - N° de téléphone</b> (819) 420-5452 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b>	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> Raison sociale et adresse du fournisseur/de l'entrepreneur	
<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 (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>

The purpose of this Letter of Interest (LOI)/Request for Information (RFI) amendment 004 is to solicit comments and feedback from potential bidders concerning the attached draft Request for Proposal (RFP) including the draft Aboriginal Participation Component, the revised draft Statement of Work (SOW), the revised draft Concept of Operation (Con. Ops.), the revised draft Baseline Requirements document, the draft Contract Deliverables Requirements List (CDRLs) and draft Data Items Deliverables (DIDs).

**RESPONSES TO THE LOI/RFI amendment 004:**

A draft Request for Proposal (RFP) including the Aboriginal Participation Component, the revised draft Statement of Work (SOW), the revised draft Concept of Operation (Con. Ops.), the revised draft Baseline Requirements document, the draft Contract Deliverables Requirements List (CDRLs) and draft Data Items Deliverables (DIDs) are enclosed with this amendment 004.

Comments and suggestions are to be provided via e-mail to the PWGSC Contracting Authority, on or before the close of business on November 7th, 2017. Respondents are not required to provide formal proposals in response to this LOI/RFI amendment 004. Canada does not intend to have in-person meetings as a result of this LOI/RFI amendment 004 nor does Canada commit to providing a response to any of the feedback or questions posed to Canada as part of this feedback. However, Canada will consider all feedback received in response to the LOI/RFI amendment 004.

**QUESTIONS ASSOCIATED WITH THESE DRAFT DOCUMENTS:**

Along with your comments and suggestions, Canada is seeking feedback on the following questions:

**Questions relating to the draft documents:**

1. Are any clarifications required to the documents?
  - a. Are there missing elements/components to the work, tasks and/or deliverables that Canada should consider? If yes, please specify.
  - b. Are roles and responsibilities described in the documents clear or are there areas that you feel need to be further clarified, can you comment.
  - c. Are there any issues that would limit your ability to perform the work outlined in the documents? If yes, please specify.
  - d. Do you have any concerns with your ability to comply with the legislative, regulatory and policy requirements outlined in any of these documents?
2. Are any clarifications required regarding the proposed Financial Evaluation? Do you have any recommendation that would improve the proposed Financial Evaluation?
3. Are any clarifications required regarding the proposed Payment found under Article 7.19 of Part 7 of the draft RFP? Do you have any recommendation that would improve Article 7.19?
4. Are any clarifications required regarding the proposed Payment found under Article 7.20 (h) Payment Credits? Do you have any recommendation that would improve Article 7.20 (h)?
5. Are any clarifications required regarding the use of Standard Acquisition Clauses and Conditions (SACC) general conditions 2035 <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2035/16?>

6. We are currently unsure as to which categories or personnel (Annex B1) that might be needed in potential future work. Could you please let us know which resource category you would find appropriate for potential future work?
7. Do you have any other recommendations that you would like Canada to consider?
8. Are any other clarifications required to the draft documents?
9. Are there missing elements that Canada should consider? If yes, please specify.
10. Are there any elements within these draft documents that would limit your ability to respond? If yes, please specify.

**Specific questions relating to the Aboriginal Participation Component (APC):**

11. Please provide feedback on the APC plan, including the APC value and any sub-component values.
12. If you disagree with an APC of 3%, please state why and state what a reasonable value for both Direct and Indirect benefits would be.
13. As the APC's main goal is focused on Aboriginal Business Development, what value would be reasonable and achievable?
14. Provide feedback on how the barriers to Aboriginal participation will be addressed to achieve the APC requirements.

**NOTE TO INTERESTED SUPPLIERS**

This is not a bid solicitation and a contract will not result. These draft documents may potentially be modified as a result of this LOI/RFI process.

Canada is issuing these draft documents publicly on BuyandSell website to ensure that Canada benefits from industry feedback in its development of a potential future RFP. Through the LOI/RFI process, Canada currently intends to only seek feedback in writing.

Potential respondents are advised that any information submitted to Canada in response to this LOI/RFI may be used by Canada in the development of a subsequent competitive RFP. Canada reserves the right to accept or not accept the input from industry, as well as alter, amend, delete or add, in whole or in part, any terms or provisions to or from these draft documents.

The issuance of this LOI/RFI amendment 004 does not create an obligation for Canada to issue a formal RFP, and does not bind Canada legally or otherwise, to enter into any agreement or to accept any suggestions from respondents. Participation in this LOI/RFI is not a condition or prerequisite for participation in any future RFP. The award of any contract resulting from any future RFP will be consistent with contracting policies, laws and regulations applicable to government contracting, and applicable national and international trade agreements.

Canada anticipates releasing future amendments to this LOI/RFI to provide updated documents as well as other RFP components (such as revised draft documents, Evaluation Criteria, etc.) for industry comments and suggestions.

All enquiries and other communications related to this LOI/RFI must be directed to the following address:

Attention: Marc Aubin

Telephone: 819-420-5452

E-mail Address: [marc.a.aubin@tpsgc-pwgsc.gc.ca](mailto:marc.a.aubin@tpsgc-pwgsc.gc.ca)

**BID SOLICITATION**  
**EMERGENCY TOWING VESSELS (ETVs)**  
**FOR**  
**THE CANADIAN COAST GUARD (CCG)**

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Annex G	Aboriginal Participation Component (APC)

**List of Attachments to Part 3 (Bid Preparation Instructions):**

- Attachment 3.1: Bid Submission Form

**List of Attachments to Part 4 (Evaluation Procedures and Basis of Selection):**

- Attachment 4.1: Technical Evaluation - Evaluation Criteria
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- Attachment 5.1: Declaration Form
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- Attachment 5.3: Federal Contractors Program for Employment Equity - Certification

# BID SOLICITATION

## EMERGENCY TOWING VESSELS (ETVs)

### FOR

## THE CANADIAN COAST GUARD (CCG)

### PART 1 - GENERAL INFORMATION

#### 1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and 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;
- Part 3** Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4** Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;
- Part 5** Certifications: includes the certifications to be provided;
- Part 6** Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7** Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The annexes include the Statement of Work and any other annexes.

#### 1.2 Summary

- (a) This bid solicitation is being issued to satisfy the requirement of the Canadian Coast Guard (CCG) (the "**Client**") for two Emergency Towing Vessels. It is intended to result in the award of a single contract for 5 years of services commencing on Inspection and Acceptance of the Client plus 5 one-year irrevocable options allowing Canada to extend the term of the contract.
- (b) There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organizational security screening or security clauses, Bidders should refer to the Industrial and Security Program (ISP) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.
- (c) The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Peru Free Trade Agreement

(CPFTA), the Canada-Colombia Free Trade Agreement (CCoIFTA), the Canada-Panama Free Trade Agreement (CPanFTA) if it is in force, and the Agreement on Internal Trade (AIT).

- (d) The Federal Contractors Program (FCP) for employment equity applies to this procurement: see Part 5 - Certifications, Part 7 - Resulting Contract Clauses and the form titled "Federal Contractors Program for Employment Equity - Certification".
- (e) The Phased Bid Compliance Process applies to this requirement.
- (f) If needed, all repair, maintenance, refit and outfitting work including dry-docking and conversions to be made against the ETVs must be done in Canada as per the Buy in Canada policy.
- (g) This procurement is subject to the Maa-nulth First Nations Final Agreement (MFNFA).
- (h) Canada will be using an Aboriginal Participation Component (APC) for this procurement.
- (i) Buy in Canada Policy will apply to all mobilisation, repair, maintenance, refit, outfitting and demobilisation work (more details will be provided in a future draft RFP version).

### **1.3 Debriefings**

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 from receipt of the results of the bid solicitation process. The debriefing may be provided in writing, by telephone or in person.

### **1.4 Conflict of Interest**

Canada has engaged the assistance of the following private sector Contractors in the preparation of the bid solicitation, test program and fairness monitoring;

- Altis Professional Recruitment – Paul Rudden

As such, Bidders should familiarize themselves with the terms concerning Conflict of Interest and Unfair Advantage (article 18 of the Standard Instructions and Conditions– Goods or Services – Competitive Requirements 2003 (2017-04-27)).

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## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

- (a) All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.
- (b) 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.
- (c) The 2003 (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003 and this document, this document prevails.
- (d) Subsection 3 of Section 01, Integrity Provisions – Bid, of Standard Instructions 2003 incorporated by reference above is deleted in its entirety and replaced with the following:

#### 3. List of Names

- a) Bidders who are incorporated or who are a sole proprietorship, including those bidding as a joint venture, have already provided a list of names of all individuals who are directors of the Bidder, or the name of the owner(s), at the time of submitting an arrangement under the Request for Supply Arrangement (RFSA).
- b) These Bidders must immediately inform Canada in writing of any changes affecting the list of directors during this procurement process.
- (e) Subsection 4 of Section 05, Submission of Bids, Standard Instructions 2003 is amended as follows:
  - (i) Delete: 60 days
  - (ii) Insert: 180 days

### 2.2 Submission of Bids

- (a) 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.
- (b) Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

### 2.3 Former Public Servant

- (a) Contracts awarded to 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 awarded to FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have 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 comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

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(b) **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:

- (i) an individual;
- (ii) an individual who has incorporated;
- (iii) a partnership made of former public servants; or
- (iv) 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 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-8.

(c) **Former Public Servant in Receipt of a Pension**

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes ( ) No ( )**

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice](#): 2012-2 and the [Guidelines on the Proactive Disclosure of Contracts](#).

(d) **Work Force Adjustment Directive**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes ( ) No ( )**

If so, the Bidder must provide the following information:

- (i) name of former public servant;
- (ii) conditions of the lump sum payment incentive;

- (iii) date of termination of employment;
- (iv) amount of lump sum payment;
- (v) rate of pay on which lump sum payment is based;
- (vi) period of lump sum payment including start date, end date and number of weeks;
- (vii) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment 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 Applicable Taxes.

## 2.4 Enquiries - Bid Solicitation

- (a) All enquiries must be submitted in writing to the Contracting Authority no later than 10 calendar days before the bid closing date. Enquiries received after that time may not be answered.
- (b) Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

## 2.5 Applicable Laws

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

**Note to Bidders:** Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of its choice without affecting the validity of its bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of its choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidder. **Bidders are requested to indicate the Canadian province or territory they wish to apply to any resulting contract in their Bid Submission Form.**

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## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

- (a) **Copies of Bid:** Canada requests that Bidders provide their bid in separately bound sections as follows:
- (i) Section I: Technical Bid (1 original copy, 3 additional hard copies, and 2 soft copies on CD or DVD or USB key)
  - (ii) Section II: Financial Bid (1 original copy, 1 additional hard copy)
  - (iii) Section III: Certifications (1 original copy, 1 additional hard copy)
- If there is a discrepancy between the wording of the soft copy and the original copy, the wording of the original 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.
- One copy of each Volume should be submitted as the original, and should be marked with the word "ORIGINAL".
- (b) **Format for Bid:** Canada requests that Bidders follow the format instructions described below in the preparation of their bid:
- (i) use 8.5 x 11 inch (216 mm x 279 mm) paper;
  - (ii) use a numbering system that corresponds to the bid solicitation;
  - (iii) include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and
  - (iv) include a table of contents.
- (c) **Canada's Policy on Green Procurement:** 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. See the 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 should:
- (i) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing a minimum of 30% recycled content; and
  - (ii) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, and using staples or clips instead of cerlox, duotangs or binders.
- (d) **Submission of Only One Bid:**
- (i) A Bidder, including related entities, will be permitted to submit only one bid in response to this bid solicitation. If a Bidder or any related entities participate in more than one bid (participating means being part of the Bidder, not being a subcontractor), Canada will provide those Bidders with 2 working days to identify the single bid to be considered by Canada. Failure to meet this deadline will result in all the affected bids being disqualified.

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- (ii) For the purposes of this Article, regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law (whether that entity is a natural person, corporation, partnership, etc.), an entity will be considered to be **"related"** to a Bidder if:
- (A) they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
  - (B) they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*;
  - (C) the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
  - (D) the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.
- (iii) Individual members of a joint venture cannot participate in another bid, either by submitting a bid alone or by participating in another joint venture.
- (e) **Joint Venture Experience:**
- (i) Where the Bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.  
  
Example: A bidder is a joint venture consisting of members L and O. A bid solicitation requires that the bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the bidder has previously done the work. This bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.
  - (ii) A joint venture bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.  
  
Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing maintenance service, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 3 years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.
  - (iii) Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submit this information within the period set by the Contracting Authority, its bid will be declared non-responsive.

Example: A bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the bidder demonstrate experience providing resources for a minimum number of 100 billable days, the bidder may demonstrate that experience by submitting either:

- Contracts all signed by A;
- Contracts all signed by B; or
- Contracts all signed by A and B in joint venture, or
- Contracts signed by A and contracts signed by A and B in joint venture, or
- Contracts signed by B and contracts signed by A and B in joint venture.

That show in total 100 billable days.

- (iv) Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.

### 3.2 Section I: Technical Bid

- (a) In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders must demonstrate their capability in a thorough, concise and clear manner for carrying out the work.
- (b) The technical bid must address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.
- (c) The technical bid consists of the following:
- (i) **Bid Submission Form:** Bidders are requested to include the Bid Submission Form - Attachment 3.1 to Part 3 with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name and the Bidder's Procurement Business Number, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.
- (ii) **Security :** Bidders are requested to submit the following security information for each of the proposed resources (ETVs proposed Crew members) with their bids on or before the bid closing date:

SECURITY INFORMATION	
Name of individual as it appears on security clearance application form	
Level of security clearance obtained	
Validity period of security clearance obtained	

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Security Screening Certificate and Briefing Form file number	
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If the Bidder has not included the security information in its bid, the Contracting Authority will provide an opportunity to the Bidder to submit the security information during the evaluation period. If the Bidder has not submitted the security information within the period set by the Contracting Authority, its bid will be declared non-responsive.

### 3.3 Section II: Financial Bid

- (a) **Pricing:** Bidders must submit their financial bid in accordance with the Attachment 4.2 to Part 4. The total amount of Applicable Taxes must be shown separately. Unless otherwise indicated, bidders must include a single, firm, all-inclusive price quoted in Canadian dollars in each cell requiring an entry in the pricing tables.
- (b) **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option to extend the Contract Period. The identification of all necessary equipment required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- (c) **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

### 3.4 Section III: Participation Component

(See additional documentation attached to the RFP.)

### 3.5 Section IV: Buy in Canada Strategy

(To be developed in future version)

### 3.6 Section V: Certifications

It is a requirement that bidders submit the certifications required under Part 5.

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### ATTACHMENT 3.1 TO PART 3

### BID SUBMISSION FORM

<b>Bidder's full legal name</b> <i>[Note to Bidders: Bidders who are part of a corporate group should take care to identify the correct corporation as the Bidder.]</i>		
<b>Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)</b>	Name:	
	Title:	
	Address:	
	Telephone #:	
	Fax #:	
	Email:	
<b>Bidder's Procurement Business Number (PBN)</b> <i>[see the Standard Instructions 2003]</i> <i>[Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]</i>		
<b>Jurisdiction of Contract:</b> Province or Territory in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)		
<b>Former Public Servants</b> See the Article in Part 2 of the bid solicitation entitled "Former Public Servant" for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation?  Yes ____ No ____  If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant "	
	Is the Bidder a FPS who received a lump sum payment under the terms of the terms of the Work Force Adjustment Directive?  Yes ____ No ____  If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant "	

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<b>Security Clearance Level of Bidder</b> <b>[include both the level and the date it was granted]</b>  <b>[Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not valid for the Bidder.]</b>	
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On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:

1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;
2. This bid is valid for the period requested in the bid solicitation;
3. All the information provided in the bid is complete, true and accurate; and
4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.

<b>Signature of Authorized Representative of Bidder</b>	<hr/>
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## 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. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- (b) An evaluation team composed of representatives of the Client and PWGSC will evaluate the bids on behalf of Canada. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- (c) PWGSC has engaged Knowles Consultancy Services Inc. as a fairness monitor for this procurement. The fairness monitor will not be part of the evaluation team, but will observe the evaluation of the bids with respect to Canada's adherence to the evaluation process described in this bid solicitation.
- (d) In addition to any other time periods established in the bid solicitation:
  - (i) **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
  - (ii) **Requests for Further Information:** If Canada requires additional information in order to do any of the following pursuant to the Section entitled "Conduct of Evaluation" in 2003, Standard Instructions - Goods or Services - Competitive Requirements:
    - (A) verify any or all information provided by the Bidder in its bid; or
    - (B) contact any or all references supplied by the Bidder (e.g., references named in the résumés of individual resources) to verify and validate any information submitted by the Bidder,

the Bidder must provide the information requested by Canada within 2 working days of a request by the Contracting Authority.
  - (iii) **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.
- (e) Canada will use the Phased Bid Compliance Process described below.

### 4.2 Phased Bid Compliance Process

- (a) **General:**
  - (i) Canada is conducting the Phased Bid Compliance Process described below for this requirement.
  - (ii) Notwithstanding any review by Canada at Phase I or II of the Phased Bid Compliance Process, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this

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review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PHASED BID COMPLIANCE PROCESS ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE. THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (iii) Without prejudice to its other rights, Canada must have the right, in its absolute discretion, but must not be obliged, to request and accept any time, before or after the solicitation closing date, and consider as part of the Bid, any document and materials from Bidders to clarify the Bid or to correct deficiencies or errors in the Bid that are not significant in Canada's absolute discretion, including all matters of form or error in computation or failure to confirm by signing or similarly verifying acceptance. This must not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right.
- (iv) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2017-04-27) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in article 4.2 (a) (iii).
- (v) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

**(b) Phase I: Financial Bid**

- (i) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- (ii) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.

- (iii) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- (iv) For Bids other than those described in article 4.2 (b) (iii), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders must not be entitled to submit any additional information in respect of their Financial Bid.
- (v) The Bidders who have been sent a Notice must have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- (vi) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments must be identified by the Bidder and only these adjustments must be made. All submitted information must comply with the requirements of this solicitation.
- (vii) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, only that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.
- (viii) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid must be considered non-responsive and will receive no further consideration.
- (ix) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

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(c) **Phase II: Technical Bid**

- (i) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the Phased Bid Compliance Process. Mandatory technical criteria that are not identified in the solicitation as being subject to the Phased Bid Compliance Process, will not be evaluated until Phase III.
- (ii) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder must not be entitled to submit any response to the CAR.
- (iii) A Bidder must have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (iv) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder must identify such additional changes, provided that its response must not include any change to the Financial Bid.
- (v) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- (vi) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, only that part of the original Bid as is permitted in this Section.
- (vii) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase or decrease any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that

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requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder must bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid.

- (viii) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid must be considered non-responsive and will receive no further consideration.
- (ix) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

(d) **Phase III: Final Evaluation of the Bid**

- (i) In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (ii) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

**4.3 Technical Evaluation**

(a) **Mandatory Technical Criteria:**

- (i) The Phased Bid Compliance Process will apply to all mandatory technical criteria
- (ii) The mandatory technical criteria are described in attachment 4.1 (Technical Evaluation – Evaluation Criteria).

(b) **Point-Rated Technical Criteria:**

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The point-rated technical criteria are described in attachment 4.1 (Technical Evaluation – Evaluation Criteria).

**4.4 Financial Evaluation**

- (a) The Bidders' Financial Bids will be evaluated by the PWGSC Contracting Authority.
- (b) The financial evaluation will be conducted by calculating the Total Bid Price using the Pricing Tables completed by the bidders, in accordance with the pricing tables provided in Attachment 4.2 (Financial Evaluation – Pricing Tables).

**4.5 Ranking of the Bids**

- (a) The Top-Ranked Responsive bid will be determined based on the bid that has met all of the Mandatory Requirements of the bid solicitation, has achieved required pass mark for the

Rated Technical Criteria, and offers the Highest Responsive Combined Rating of Technical Merit (30%) and Price (70%).

- (b) The following formula will be used to determine the Highest Responsive Combined Rating of Technical Merit and Price:
- (i) Calculation of Total Technical Score: The Total Technical Score will be computed for each responsive bid by converting the Technical Score obtained for the point-rated technical criteria using the following formula, rounded to two decimal places:
- $$\frac{\text{Technical Score}}{\text{Maximum Technical Points (bidders, please refer to the maximum technical points in Attachment "2")}} \times 30 = \text{Total Technical Score}$$
- (ii) Calculation of Total Financial Score: The Total Financial Score will be computed for each responsive bid by converting the Financial Score obtained for the financial evaluation using the following formula rounded to two decimal places:
- $$\frac{\text{Lowest Financial Evaluated Price}}{\text{The Bidder's Financial Evaluated Price}} \times 70 = \text{Total Financial Score}$$
- (iii) Total Technical Score + Total Financial Score = Combined Rating of Technical Merit (30%) and Price (70%).

#### 4.6 Vessels Confirmation Assessment

- (a) Canada may, but will have no obligation, to require that the Top-Ranked Responsive bid (identified based on article 4.5 above) demonstrate any features, functionality and capabilities described in this bid solicitation or in its bid, in order to verify compliance with the requirements of this bid solicitation. If required, the Vessel Confirmation Assessment must be conducted, at no cost to Canada, at a location chosen by the Bidder. Canada will provide no fewer than 10 working days of notice before the scheduled date for the Vessel Confirmation Assessment. Once Vessel Confirmation Assessment has begun, it must be completed within 3 days. The Vessel Confirmation Assessment must be conducted during normal business hours, to be determined by the Contracting Authority.
- (b) Canada will pay its own travel and salary costs associated with any Vessel Confirmation Assessment. Despite the written bid, if Canada determines during a demonstration that the Bidder's proposed solution does not meet the mandatory requirements of this bid solicitation, the bid will be declared non-responsive. Canada may, as a result of the Vessel Confirmation Assessment, reduce the score of the Bidder on any rated requirement, if the Vessel Confirmation Assessment indicates that the score provided to the Bidder on the basis of its written bid is not validated by the Vessel Confirmation Assessment. The Bidder's score will not be increased as a result of any demonstration. If the Bidder's score is reduced by the Vessel Confirmation Assessment, Canada will reassess the ranking of all bidders.

If Canada determines that the proposed Vessels does not meet any mandatory requirement of the bid solicitation, the bid will fail the Vessel Confirmation Assessment and the bid will be disqualified. Canada may also, as a result of the Vessel Confirmation Assessment, reduce the score of the Bidder on any rated requirement, if the Vessel Confirmation Assessment indicates that the score provided to the Bidder on the basis of its written bid is not validated by such Vessel Confirmation Assessment. The Bidder's score will not be increased as a result of the Vessel Confirmation Assessment. If the Bidder's score is reduced as a result of such Vessel Confirmation Assessment, Canada will reassess the ranking of all bidders. If, as per Canada's reassessment, the Top-Ranked Responsive Bid has changed than a new Vessel Confirmation Assessment will be performed on the next Highest Responsive Combined Rating of Technical Merit and Price bid.

#### **4.7 Basis of Selection**

- (a) The Bidder who has submitted a responsive bid; has met all mandatory criteria, has achieved at least the minimum pass mark on the Rated Technical Criteria, was successful on the Vessel Confirmation Assessment and offers the Highest Responsive Combined Rating of Technical Merit (30%) and Price (70%) will be recommended for contract award.
- (b) One contract may be awarded in total as a result of this bid solicitation.
- (c) 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. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to Canada's internal policies. If approval is not granted, no contract will be awarded.

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#### **ATTACHMENT 4.1 TO PART 4**

#### **TECHNICAL EVALUATION – EVALUATION CRITERIA**

(To be provided in the near future)

**ATTACHMENT 4.2 TO PART 4**

**FINANCIAL EVALUATION - PRICING TABLES**

TABLE 1								
ETV REQUIREMENTS FOR 5 YEARS + 5 ONE-YEAR IRREVOCABLE OPTIONS								
Column (a)	Column (b)	Column (c)	Column (d)	Column (e)	Column (f)	Column (g)	Column (h)	Column (i)
ITEM	DESCRIPTION OF REQUIREMENT	FIRM ALL INCLUSIVE DAILY RATE FOR 5 YEARS	FIRM ALL INCLUSIVE DAILY RATE FOR OPTION YEAR 1	FIRM ALL INCLUSIVE DAILY RATE FOR OPTION YEAR 2	FIRM ALL INCLUSIVE DAILY RATE FOR OPTION YEAR 3	FIRM ALL INCLUSIVE DAILY RATE FOR OPTION YEAR 4	FIRM ALL INCLUSIVE DAILY RATE FOR OPTION YEAR 5	TOTAL (c*1825)+ (d*365)+ (e*365)+(f*365)+ (g*365)+(h*365)
1	ETV 1 - For providing on delivery a Crewed Emergency Towing Vessel that meet the baseline requirements and perform the activities all as described in Annex A.	\$	\$	\$	\$	\$	\$	\$
2	ETV 2 - For providing on delivery a Crewed Emergency Towing Vessel that meet the baseline requirements and perform the activities all as described in Annex A.	\$	\$	\$	\$	\$	\$	\$
								\$ (Sum of Column (i) of item 1 + Column (i) of item 2)

TABLE 2	
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MOBILISATIONSERVICES		
ITEM	DESCRIPTION OF REQUIREMENT	FIRM ALL INCLUSIVE PRICE
1	ETV 1 - For mobilising the ETV as described in Annex A of the Contract.	\$
2	ETV 2 - For mobilising the ETV as described in Annex A of the Contract.	\$
<b>TOTAL</b>		<b>\$(Sum of price for item 1 + price for item 2)</b>

TABLE 3		
PLANS AND REPORTS		
ITEM	DESCRIPTION OF REQUIREMENT	FIRM ALL INCLUSIVE PRICE
1	ETV 1 - For providing all plans and reports as described in Annex A.	\$
2	ETV 2 - For providing all plans and reports as described in Annex A.	\$
<b>TOTAL</b>		<b>\$(Sum of price for item 1 + price for item 2)</b>

**TABLE 4**

ACCOMMODATING EXTRA PERSONS FROM CANADA			
Column (a)	Column (b)	Column (c)	Column (d)
ITEM	DESCRIPTION OF REQUIREMENT	FIRM ALL INCLUSIVE DAILY RATE FOR 1 ADDITIONAL RESOURCE FROM CANADA	TOTAL (c*365*12)
1	ETV 1 - For accommodating extra persons on board the Vessels as described in Annex A.	\$	\$
2	ETV 2 - For accommodating extra persons on board the Vessels as described in Annex A.	\$	\$
	<b>TOTAL</b>	<b>TOTAL</b>	<b>\$ (Sum of Column (d) of item 1 + Column (d) of item 2)</b>

**TABLE 5**

TRAINING – KNOWLEDGE TRANSFER - TRAINER			
Column (a)	Column (b)	Column (c)	Column (d)
ITEM	DESCRIPTION OF REQUIREMENT	FIRM ALL INCLUSIVE DAILY RATE FOR 1 TRAINER	TOTAL (c*45)
1	ETV 1 – For providing a trainer to conduct training as described in Annex A.	\$	\$
2	ETV 2 – For providing a trainer to conduct training as described in Annex A.	\$	\$
	<b>TOTAL</b>		<b>\$ (Sum of Column (d) of item 1 + Column (d) of item 2)</b>

**TABLE 6**

TRAINING – KNOWLEDGE TRANSFER - SIMULATOR			
Column (a)	Column (b)	Column (c)	Column (d)
ITEM	DESCRIPTION OF REQUIREMENT	FIRM ALL INCLUSIVE DAILY RATE PER STUDENT	TOTAL (c*8*10)
1	ETV 1 – For providing training to students as described in Annex A.	\$	\$
2	ETV 2 – For providing training to students as described in Annex A.	\$	\$
		<b>TOTAL</b>	<b>\$ (Sum of Column (d) of item 1 + Column (d) of item 2)</b>

TABLE 7			
TRAINING – KNOWLEDGE TRANSFER – LIVE TRAINING			
Column (a)	Column (b)	Column (c)	Column (d)
ITEM	DESCRIPTION OF REQUIREMENT	FIRM ALL INCLUSIVE DAILY RATE FOR 1 TRAINER	TOTAL (c*50)
1	ETV 1 – For providing a trainer to conduct training as described in Annex A.	\$	\$
2	ETV 2 – For providing a trainer to conduct training as described in Annex A.	\$	\$
		<b>TOTAL</b>	<b>\$ (Sum of Column (d) of item 1 + Column (d) of item 2)</b>

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TABLE 8

TRAINING – TO SUPPORT THE DEVELOPMENT OF THE CANADIAN COAST GUARD (CCG) CURRICULUM

Column (a)	Column (b)	Column (c)	Column (d)
ITEM	DESCRIPTION OF REQUIREMENT	FIRM ALL INCLUSIVE DAILY RATE FOR 1 TRAINER	TOTAL
1	ETV 1 - For supporting the Development of the CCG Curriculum	\$	(c*35)
2	ETV 2 - For supporting the Development of the CCG Curriculum	\$	\$
		TOTAL	\$ (Sum of Column (d) of item 1 + Column (d) of item 2)

TABLE 9

DEMOBILISATION

ITEM	DESCRIPTION OF REQUIREMENT	FIRM PRICE
1	ETV 1 - For demobilising the ETV as described in Annex A of the Contract.	\$
2	ETV 2 - For demobilising the ETV as described in Annex A of the Contract.	\$
	TOTAL	\$ (Sum of price for item 1 + price for item 2)

TABLE 10

BIDDER'S FINANCIAL EVALUATED PRICE

TOTAL FROM TABLE 1 + TABLE 2 + TABLE 3 + TABLE 4 + TABLE 5 + TABLE 6 + TABLE 7 + TABLE 8 + TABLE 9 = \$ BIDDER'S FINANCIAL EVALUATED PRICE

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## PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

### 5.1 Certifications Required with Bid

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

#### (a) Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, the completed Declaration Form (attachment 1 Part 5), to be given further consideration in the procurement process.

#### (b) Baseline Requirements Certifications

As applicable, pursuant to Annex A (Baseline Requirements document), the Bidder must provide with its bid, the completed Certifications, to be given further consideration in the procurement process.

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

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

#### (a) Integrity Provisions – List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the names of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

#### (b) Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equality/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml)) available from [Employment and Social Development Canada \(ESDC\)](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml) - Labour's website.

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

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed attachment 3 to Part 5 [Federal Contractors Program for Employment Equity - Certification](#), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

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	Yes	No	Comments
52: False or misleading representation 53: deceptive notice of winning a prize			
<b>Corruption of Foreign Public Officials Act</b> 3: Bribing a foreign public official 4: Accounting 5: Offence committed outside Canada	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Controlled Drugs and Substance Act</b> 5: Trafficking in substance 6: Importing and exporting 7: Production of substance	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Other Acts</b> 239: False or deceptive statements of the Income Tax Act 327: False or deceptive statements of the Excise Tax Act	<input type="checkbox"/>	<input type="checkbox"/>	

Additional Comment

I, (name) \_\_\_\_\_, (position) \_\_\_\_\_, of (company name bidder) \_\_\_\_\_ authorise PWGSC to collect and use the information provided, in addition to any other information that may be required to make a determination of ineligibility and to publicly disseminate the results.

I, (name) \_\_\_\_\_, (position) \_\_\_\_\_, of (company name bidder) \_\_\_\_\_ certify that the information provided in this form is, to the best of my knowledge, true and complete. Moreover, I am aware that any erroneous or missing information could result in the cancellation of my bid as well as a determination of ineligibility/suspension.

We appreciate your interest in doing business with The Government of Canada and your understanding on the additional steps that we need to take to protect the integrity of PWGSC's procurement process.

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**ATTACHMENT 5.2 TO PART 5**

**LIST OF NAMES**

In accordance with Part 5, Article 5.2 (a) – Integrity Provision – List of Names, please complete the Form below.

<b>Complete Legal Name of Company</b>	
<b>Company's address</b>	
<b>Company's Procurement Business Number (PBN)</b>	
<b>Solicitation number</b>	
<b>Board of Directors (Use Format – first name last name) Or put the list as an attachment</b>	
<b>1. Director</b>	
<b>2. Director</b>	
<b>3. Director</b>	
<b>4. Director</b>	
<b>5. Director</b>	
<b>6. Director</b>	
<b>7. Director</b>	
<b>8. Director</b>	
<b>9. Director</b>	
<b>10. Director</b>	
<b>Other members</b>	
<b>Comments</b>	

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### ATTACHMENT 5.3 TO PART 5

#### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for [Employment and Social Development Canada \(ESDC\)](#) - Labours' website.

Date: \_\_\_\_\_ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the *Employment Equity Act*.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1 The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC -Labour.

OR

- A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to ESDC -Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC -Labour.

B. Check only one of the following:

- B1 The Bidder is not a Joint Venture.

OR

- B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions).

## PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

### 6.1 Security Requirement

- (a) Before award of a contract, the following conditions must be met:
  - (i) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
  - (ii) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
  - (iii) the Bidder must provide the address(es) of proposed site(s) or premises of work performance and document safeguarding as indicated in Part 3 - Section IV, Additional Information.
- (b) Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- (c) For additional information on security requirements, Bidders should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.
- (d) In the case of a joint venture bidder, each member of the joint venture must meet the security requirements.

### 6.2 Financial Capability

- (a) SACC Manual clause A9033T (2001-07-16) Financial Capability applies, except that subsection 3 is deleted and replaced with the following: "If the Bidder is a subsidiary of another company, then any financial information required by the Contracting Authority in 1(a) to (f) must also be provided by each level of parent company, up to and including the ultimate parent company. The financial information of a parent company does not satisfy the requirement for the provision of the financial information of the Bidder; however, if the Bidder is a subsidiary of a company and, in the normal course of business, the required financial information is not generated separately for the subsidiary, the financial information of the parent company must be provided. If Canada determines that the Bidder is not financially capable but the parent company is, or if Canada is unable to perform a separate assessment of the Bidder's financial capability because its financial information has been combined with its parent's, Canada may, in its sole discretion, award the contract to the Bidder on the condition that one or more parent companies grant a performance guarantee to Canada."
- (b) In the case of a joint venture bidder, each member of the joint venture must meet the financial capability requirements.

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## PART 7 - RESULTING CONTRACT CLAUSES

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

### 7.1 Requirement

- (a) \_\_\_\_\_ (the "**Contractor**") agrees to supply to the Client the services described in the Contract, including the Statement of Work, in accordance with, and at the prices set out in, the Contract. This includes:
- (i) Providing on delivery two Crewed Emergency Towing Vessels that both meet the baseline requirements stipulated under Annex A, and also perform the activities as described in Annex A.
  - (ii) Providing mobilisation services as described in Annex A;
  - (iii) Providing the required plans and reports all as described in Annex A;
  - (iv) Accommodating extra persons on board as described in Annex A, as and when designated by the Canadian Coast Guard;
  - (v) Providing training, as and when requested by Canada and as described in Annex A; and
  - (vi) Performing Additional Work Requirements (AWRs), as and when requested by Canada; and
  - (vii) Providing demobilisation services as described in Annex A.
- (b) **Client:** Under the Contract, the "**Client**" is the Canadian Coast Guard (CCG) an agency of the Department of Fisheries and Oceans (DFO).
- (c) **Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- (d) **Defined Terms:** Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Also, the following words and expressions have the following meanings:
- (i) Crew means the Master, officers, ratings and any other personnel on board the Vessel and in each case provided by the Contractor.

### 7.2 Optional Goods and/or Services

- (a) The Contractor grants to Canada the irrevocable option to acquire the services described under article 7.1 of the Contract under the same terms and conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority by

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notice in writing and will be evidenced, for administrative purposes only, through a contract amendment.

- (b) The Contracting Authority may exercise the option within thirty calendar days before the expiry of the Contract by sending a written notice to the Contractor.

### 7.3 Additional Work Requirements

- (a) During the course of the Work, there may be Additional Work Requirements (AWR) that may be required by Canada on the ETVs.
- (b) Additional Work Requirements (AWRs) encompass Work that is over and above the current Contract requirements, but within the scope of the Contract.
- (c) AWRs, which represent one-time only services, will be authorized via a Task Authorization (see annex D) in accordance with Article 7.4.
- (d) The AWR Work must be carried out only after receipt of written authorization.
- (e) All AWRs regardless of value must be authorized by the Contracting Authority (CA). Once approved, the CA will forward a signed copy of the authorized AWR task to the Contractor on a Task Authorization Form (see Annex D).

### 7.4 Task Authorizations (TA)

- (a) The form attached at Annex D is the Task Authorization form that will be used to authorize; (1) Additional Work Requirements, (2) accommodating extra persons and (3) training under this Contract. The Contractor must not proceed with any additional work without receiving a duly authorized Task Authorization.
- (b) Details of each task assigned will be described in an individual Task Statement of Work (SOW).
- (c) All the terms and conditions of the Contract apply to this Task Authorization method and cannot be amended without written authorization by the Contracting Authority.
- (d) Work defined in the Task SOW will be within the scope of the Statement of Work of Annex A of the Contract. The Contractor must control all Work by the serial numbers assigned to all Task SOWs.
- (e) These procedures must be followed for any AWR.
  - (i) When Canada requests an AWR:
    - (A) The Technical Authority will provide the Contracting Authority with written technical instructions detailed in a Task SOW, signed by the Technical Authority and approved by the Contracting Authority, in sufficient detail to allow the Contractor to provide the following information:
      - (I) any impact of the AWR on the requirement of the Contract;
      - (II) a price breakdown of the cost ; and
      - (III) Any changes (positive or negative) on the Health and Safety impact of the Vessels.
    - (B) The Contracting Authority will then forward this information to the Contractor.

- (C) The Contractor will prepare an offer and will send it to the Contracting Authority, within 2 working days of receipt, for evaluation and negotiation. Once agreement has been reached, the Canadian Coast guard will prepare the form attached at Annex D, to be signed by the Requisition Authority and approved by the Contracting Authority. This constitutes the written authorization for the Contractor to proceed with the AWR, and the Contract will be amended accordingly.
- (ii) When the Contractor requests an AWR:
- (A) The Contractor must provide the Contracting Authority with a request for an AWR in sufficient detail for review by Canada.
- (B) The Contracting Authority will forward the request to the Technical Authority for review.
- (C) If Canada agrees that an AWR is required, then the procedures detailed in article 7.4 are to be followed.
- (D) The Contracting Authority will inform the Contractor in writing if Canada determines that the AWR is not required within 15 days or such longer time period as the CA may in writing direct.
- (iii) Approval
- (A) The Contractor must not proceed with any TA work without the written authorization of the Contracting Authority. Any work performed without the Contracting Authority's written authorization will be considered outside the scope of the Contract and no payment will be made for such work.
- (f) **Periodic Usage Reports:**
- (i) The Contractor must compile and maintain records on its provision of services to the federal government under the Task Authorizations validly issued under the Contract. The Contractor must provide this data to Canada in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "NIL" report. The data must be submitted on quarterly basis to the Contracting Authority. From time to time, the Contracting Authority may also require an interim report during a reporting period.
- (ii) The quarterly periods are defined as follows:
- (A) 1<sup>st</sup> quarter: April 1 to June 30;
- (B) 2<sup>nd</sup> quarter: July 1 to September 30;
- (C) 3<sup>rd</sup> quarter: October 1 to December 31; and
- (D) 4<sup>th</sup> quarter: January 1 to March 31.
- The data must be submitted to the Contracting Authority no later than fifteen calendar days after the end of the reporting period.
- (iii) Each report must contain the following information for each validly issued TA (as revised):

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- (A) the Task Authorization number and the Task Authorization Revision number(s), if applicable;
  - (B) a title or a brief description of each authorized task;
  - (C) the total estimated cost specified in the validly issued TA of each task, exclusive of Applicable Taxes;
  - (D) the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
  - (E) the start and completion date for each authorized task; and
  - (F) the active status of each authorized task as applicable (e.g., indicate whether work is in progress or if Canada has cancelled or suspended the TA, etc.).
- (iv) Each report must also contain the following cumulative information for all the validly issued TAs (as revised):
- (A) the amount, exclusive of Applicable Taxes, specified in the Contract (as last revised, as applicable) as Canada's total liability to the Contractor for all authorized TAs; and
  - (B) the total amount, exclusive of Applicable Taxes, expended to date against all validly issued tasks.

## 7.5 Standard Clauses and Conditions

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

### (a) General Conditions:

- (i) 2035 (2016-04-04) General Conditions – Higher Complexity – Services, apply to and form part of the Contract.

### (b) Supplemental General Conditions:

The following Supplemental General Conditions:

- (i) 4006 (2010-08-16) Supplemental General Conditions – Contractor to Own Intellectual Property Rights in Foreground Information;
- (ii) 1031-2 (2012-07-16), Contract Cost Principles
- (i) A8501C (2014-06-26), Vessel Charter – Contract

apply to and form part of the Contract.

## 7.6 Security Requirement

- (a) The Contractor must, at all times during the performance of the Contract hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

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- (b) The Contractor personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
- (c) Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- (d) The Contractor must comply with the provisions of the:
  - (i) a. Security Requirements Check List and security guide (if applicable), attached at Annex E;
  - (ii) Industrial Security Manual (Latest Edition).

## 7.7 Contract Period

- (a) **Contract Period:** The "Contract Period" is the entire period of time during which the Contractor is obliged to perform the Work, which includes:
  - (i) The "Initial Contract Period", for ETV 1 will begin upon contract award up to 5 years following Inspection and Acceptance of the Client.
  - (ii) The "Initial Contract Period", for ETV 2 will begin upon contract award up to 5 years following Inspection and Acceptance of the Client.
- (b) **Option to Extend the Contract:**
  - (i) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 5 additional one-year period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
  - (ii) Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a contract amendment.

## 7.8 Delivery and Redelivery

- (a) Delivery date and place
  - (i) ETV 1 must be delivered, inspected and accepted by the Client in Victoria prior to September 30<sup>th</sup> 2018.
  - (ii) ETV 2 must be delivered, inspected and accepted by the Client in Victoria prior to September 30<sup>th</sup> 2019.
  - (iii) Subject to Article 7.8 (b) – Mobilisation, the Vessels must be delivered to the Client free of all cargoes and with her cargo tanks clean to applicable industry standards. The port or place of delivery must be such that the Vessels will always lie safely afloat.
- (b) Mobilisation
  - (i) Mobilisation must be performed as described in Annex A of the Contract. The Client will pay the mobilisation fees per article 7.19 (Payment) of the Contract.
- (c) Cancelling

- (i) If the Vessels are not delivered by the Cancelling dates described in Article 7.8 (a) above, the Client will be entitled to cancel this Contract. However, if the Contractor know or ought reasonably to know that they will be unable to deliver the Vessels by the cancelling dates, they must give notice in writing to the Client thereof as soon as reasonably practicable stating in such notice the dates by which they will be able to deliver the Vessels. The Client may within twenty-four hours of receipt of such notice give notice in writing to the Contractor cancelling this Contract. If the Client do not give such notice, then the later date specified in the Contractor's notice must be substituted for the cancelling date for all the purposes of this Contract. In the event the Client cancel the Contract it must terminate on terms that neither party must be liable to the other for any losses incurred by reason of the non-delivery of the Vessels or the cancellation of the Contract.
- (d) Redelivery
  - (i) The Vessels must be re-delivered on the expiration or earlier termination of this Contract free of cargo at the port or place described in Article 7.8 (a) or such other port or place as may be mutually agreed. The Client must give not less than 60 days' notice in writing of their intention to redeliver the Vessels.
- (e) Demobilisation
  - (i) Except in the event of termination due to the Contractor's repudiatory breach, the Client will perform the demobilisation described in Annex A of the Contract. The Client will pay the demobilisation fees per article 7.19 (Payment) of the Contract, which must be paid on the expiration or on earlier termination of this Contract.

## 7.9 Condition of Vessels

- (a) At the date of delivery the Vessels must be of the description and class as specified in Annex A and possess a hull and machinery that is to the satisfaction of the Client.
- (b) The Contractor must exercise due diligence to maintain the Vessels in such a class and in every way fit for the service stated in Article 7.12 (Employment and Area of Operation) throughout the Contract Period.

## 7.10 Surveys, Audits and Inspections

- (a) Surveys
  - (i) Upon delivery and redelivery of the Vessels, both the Contractor and the Client must jointly appoint an independent surveyor for the purposes of determining and recording in writing:
    - (A) the type and quantity of fuel;
    - (B) the quantity of potable water remaining onboard; and
    - (C) the cleanliness and condition of the Vessels at the time of delivery and redelivery respectively.

Both the Contractor and the Client must jointly share the time and expenses of such surveys.
- (b) Audit and inspections

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- (i) Prior to delivery and acceptance the Contractor must provide the Client with such information and documentation as the Client may reasonably require to conduct a vessel audit, survey or inspection, upon reasonable notice.
- (ii) Provided that audits, assessments, surveys or inspections can be accomplished without hindrance to the working or operation of or delay to the Vessels, and subject to prior consent, which must not be unreasonably withheld, the Contractor must provide full access to the Vessels prior to delivery for the Clients or their appointed auditor to carry out vessel audits, assessments, surveys and inspections.
- (iii) The Client must have the right at any time during the Contract Period, subject to a five days prior written notice, to conduct, or have conducted, any audits, assessments, surveys or inspections of the Vessels.
- (iv) The Contractor and the Crew must assist the Clients with the audits, assessments, surveys and inspections.
- (v) The results, conclusions and any recommendations arising from such audits, assessments, surveys and inspections must be presented to the Contractor for review and reasonable time to comment prior to inclusion in Offshore Vessel Inspection Database (OVID) and Common Marine Inspection Document (CMID) or similar systems.

#### 7.11 Structural Alterations and Additional Equipment

- (a) The Client must have the option, at their expense, to make structural alterations to the Vessels or install additional equipment, both requiring the written consent of the Contractor, which must not be unreasonably withheld. Unless agreed, the Vessels are to be redelivered reinstated and all additional equipment removed, at the Client's expense, to her condition on delivery, fair wear and tear excepted. The Vessels are to remain on hire during any period of these alteration or reinstatement. The Client must at all times be responsible for repair and maintenance of any such alteration or additional equipment. However, the Contractor may, upon giving notice, undertake any such repair and maintenance at the Client's expense, when necessary for the safe and efficient performance of the Vessels. The equipment installed by the Client must not become the property of the Contractor.

#### 7.12 Employment and Area of Operation

- (a) The Vessels must be employed in offshore activities which are lawful in accordance with the law of the place of the Vessel's flag or registration and of the place of operation. Such activities must be restricted to the service(s) described in the Concept of Operation of Annex A, and to voyages between any good and safe port or place or Offshore Units where the Vessels can safely lie always afloat within International Navigational Limits. The Client does not warrant the safety of any such port or place or Offshore Unit but must exercise due diligence in issuing their orders to the Vessels and having regard to her capabilities and the nature of her employment.
- (b) **Permission and licenses:** Relevant permission and licenses from responsible authorities for the Vessels to enter, work in and leave the Area of Operation must be obtained by the Contractor.
- (c) **The Vessels' space:** All the Vessels' tanks, decks and usual place of loading and accommodation throughout the Contract Period must be at the Client's disposal reserving proper and sufficient space for the Vessels' Crew, tackle, apparel, furniture, provisions and stores. The Client must be entitled to carry, so far as space and certification is available and for their purposes in connection with their operations:

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- (i) Persons other than Crew, other than fare paying, and for such purposes to make use of the Vessels' available accommodation as described in Annex A. The Contractor must provide suitable provisions and requisites for such persons for which Canada will pay in accordance with Article 7.19 (Payment) for the provision of bedding, food and services for persons using available accommodation.
- (ii) Lawful cargo whether carried on or under deck.
- (iii) Explosives, dangerous goods, and toxic and noxious substances whether in bulk or packaged, provided proper notification has been given and such cargo is marked and packed in accordance with the national regulations of the Vessels and the International Maritime Dangerous Goods Code and other applicable regulations.

### 7.13 Master and Crew

- (a) The Crew must carry out their duties promptly and the Contractor must render all reasonable Services within its capabilities by day and by night and at such times and on such schedules as the Client may reasonably require without any obligation on the Client to pay to the Contractor or the Crew and excess or overtime payments. The Client must furnish the Master with all instructions and sailing directions and the Vessels and Crew must keep full and correct logs accessible to the Client or its agents.
  - (i) No bills of Lading must be issued for shipments under this Contract.
  - (ii) The Master must sign cargo documents as directed by the Client in the form of receipts that are non-negotiable documents and which are clearly marked as such.
  - (iii) The Client will be liable for all liabilities that may arise from the signing of such cargo documents in accordance with the directions of the Client to the extent that the terms of such cargo documents impose more onerous liabilities than those assumed by the Contractor under the terms of this Contract.
- (b) The Crew, if required by the Client, will connect and disconnect electric cables and cargo hoses when placed on board the Vessels in port as well as alongside Offshore Units; will operate the machinery on board the Vessels for loading and unloading cargoes; and will hook and unhook pre-slung cargo on board the Vessels when loading or discharging alongside Offshore Units. If any of this work is not permitted by the port regulations or the seamen or labour unions, the Client must make, at their own expense, whatever other arrangements may be necessary.
  - (i) If the Client has reason to be dissatisfied with the conduct of any member of the Crew, the Contractor on receiving particulars of the complaint must promptly investigate the matter and if the complaint proves to be well founded, the Contractor must as soon as reasonably possible make appropriate changes in the appointment.
  - (ii) The entire operation, navigation, and management of the Vessels must be in the exclusive control and command of the Contractor and the Crew. The Vessels must be operated and the Services hereunder must be rendered as requested by the Client, subject always to the exclusive right of the Contractor or the Master to determine whether operation of the Vessels may be safely undertaken. In the performance of the Contract, the Contractor is deemed to be an independent contractor, the Client being concerned only with the results of the services performed.

### 7.14 Contractor to Provide

- (a) The Contractor must provide and pay in accordance with Article 20 of this contract:

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- (i) all provisions, wages and all other expenses of the Crew;
- (ii) all maintenance and repair of the Vessels' hull, machinery and equipment as specified in Annex A;
- (iii) except as otherwise provided in this Contract:
  - (A) all insurance on the Vessel as further described in Article 28 of this contract;
  - (B) all dues and charges directly related to maintaining the Vessels' flag or registration;
  - (C) all deck, cabin and engine room stores, lubricants, ropes and wires required for ordinary Vessels' purposes mooring alongside in harbour, and
  - (D) all fumigation expenses and sanitation certificates.
- (iv) The Contractor's obligations under this article extend to cover all liabilities for consular charges appertaining to the Crew, customs or import duties arising at any time during the performance of this Contract in relation to the personal effects of the Crew, and in relation to the stores, provisions and other matters as aforesaid which the Contractor is to provide and pay for and the Contractor must refund to the Client any sums it or its agents may have paid or been compelled to pay in respect of such liability;
- (v) The initial provisioning, equipment, spares and stores required for the provision of the services aboard the Vessel at Delivery must be provided by the Contractor at its Cost. During the Period of Service, the Client must not be required to reimburse the Contractor to replace equipment, spares and stores.
- (vi) On Delivery, the Vessels must be equipped at the Contractor's expense with any equipment specified in Annex A.

#### **7.15 Client to Provide**

- (a) While the Vessels are on hire the Client will provide and pay for:
  - (i) all fuel, water, dispersants, firefighting foam, and transport thereof, port charges, pilotage and boatmen and canal steersmen (whether compulsory or not), launch hire (unless incurred in connection with the Contractor's business), light dues, tug assistance, canal, dock, harbour, tonnage and other dues and charges, agencies and commissions incurred on the Client's business, price for security or other watchmen, price for quarantine (if occasioned by the nature of the cargo carried or the ports visited whilst employed under this Contract but not otherwise);
  - (ii) the loading, back-loading and discharging of cargoes when not done by the Crew, the cleaning of cargo tanks, the discharging and disposal of waste products deriving from their operations, all necessary pad eyes, shackles, wires, chains, bottle-screws, load-binders and other similar items required for securing any special, exceptional, unusual or heavy lift deck cargoes, except as provided by the Contractor, all ropes, slings, wires, stops, cargo hoses, spreaders and special runners actually used for loading, back-loading and discharging cargoes. Any and all cargo loading, securing, back-loading and discharging equipment must always have been properly tested and certified as applicable regulations require.
  - (iii) Upon entering into this Contract or in any event no later than the time of delivery of the Vessels the Client must provide the Contractor with copies of any operational plans or

documents which are necessary for the safe and efficient operation of the Vessels. All documents received by the Contractor must be returned to the Client on redelivery.

- (iv) The Client must pay for customs duties, all permits, import duties (including costs involved in establishing temporary or permanent importation bonds), and clearance expenses, for the Vessels and equipment, required for or arising out of this Contract.
- (v) The Client must pay for any replacement or any anchor handling, towing and lifting wires and accessories which have been placed on board by the Contractor or the Client, should such equipment be lost or damaged, other than as a result of the Contractor's negligence.
- (vi) The Client must pay for any fines, taxes, or imposts levied and provide any financial security required in the event that contraband, unmanifested drugs and cargoes are found to have been shipped as part of the cargo. The Vessels must remain on hire during any time lost as a result thereof. However, if the Crew are involved in smuggling, any financial security required and any fines, taxes or imposts must be provided and paid for by the Contractor and the Vessels must be off hire during any time lost as a result thereof.
- (vii) Government Property
  - (A) Canada agrees to supply the Contractor with the items listed below (the "Government Property"). The section of the General Conditions entitled "Government Property" also applies to the use of the Government Property by the Contractor.
    - (I) Annex A provides the list of items.

#### 7.16 Fuel

- (a) Upon delivery:
  - (i) The Vessels must be delivered with the maximum fuel capacity.
- (b) Upon redelivery:
  - (i) The Vessels must be redelivered with maximum fuel capacity.
- (c) Payment for fuel beyond the initial delivery:
  - (i) The payment, crediting and accounting of fuel of the Vessels (beyond the initial delivery) must be in accordance with Article 7.19 of this contract.

#### 7.17 Authorities

**(a) Contracting Authority (TO BE FILLED OUT PRIOR TO CONTRACT AWARD)**

The Contracting Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

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Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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.

**(b) Technical Authority (TO BE FILLED OUT PRIOR TO CONTRACT AWARD)**

The Technical Authority for the Contract is:

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

In this person's absence, the Technical Authority is: **(TO BE FILLED OUT PRIOR TO CONTRACT AWARD)**

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

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

**(c) Contractor's Representative (TO BE FILLED OUT PRIOR TO CONTRACT AWARD)**

**7.18 Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental web sites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

**7.19 Payment**

**(a) Basis of Payment**

- (i) **ETVs:** For providing Crewed ETVs and perform all activities as described in this Contract and more specifically under Annex A, Canada will pay in arrears the firm all-inclusive daily rate set out in Annex B, FOB destination, including all customs duties, Applicable Taxes extra.

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- (ii) **ETVs during optional years:** If Canada exercises its option to extend Crewed ETVs including performing all activities as described in this Contract and more specifically under Annex A, Canada will pay in arrears the firm daily rate set out in Annex B, FOB destination, including all customs duties, Applicable Taxes extra.
- (iii) **Mobilisation:** For mobilising the ETVs to the satisfaction of the Client and as described in Annex A of the Contract, Canada will pay the firm price set out in Annex B, including all customs duties, Applicable Taxes extra.
- (iv) **Plans and Reports:** For providing all plans and reports as described in Annex A, Canada will pay the Contractor the firm all-inclusive price set out in Annex B, upon delivery to the satisfaction of the Client, including all customs duties, Applicable Taxes extra.
- (v) **Extra persons:** For accommodating extra persons on board the Vessels as described in Annex A, on an as and when requested basis, Canada will pay the firm all-inclusive daily rate set out in Annex B, including all customs duties, Applicable Taxes extra.
- (vi) **In-Class Trainer:** For providing an In-Class Trainer as described in Annex A, on an as and when requested basis, Canada will pay the Contractor the firm all-inclusive daily rate set out in Annex B, upon completion of the training, including all customs duties, Applicable Taxes extra.
- (vii) **Simulation Training:** For providing Simulation Training as described in Annex A, on an as and when requested basis, Canada will pay the Contractor the firm all-inclusive per student rate set out in Annex B, upon completion of the training, including all customs duties, Applicable Taxes extra.
- (viii) **Live Training:** For providing Live Training as described in Annex A, on an as and when requested basis, Canada will pay the Contractor the firm all-inclusive daily rate set out in Annex B, upon completion of the training, including all customs duties, Applicable Taxes extra.
- (ix) **Training to Support the Development of the Canadian Coast Guard (CCG) Curriculum:** For supporting the development of the CCG curriculum as described in Annex A, on an as and when requested basis, Canada will pay the Contractor the firm all-inclusive daily rate set out in Annex B, upon completion of the training, including all customs duties, Applicable Taxes extra.
- (x) **For all items described under Article 7.15 – Client to provide:** The Contractor will be paid the actual cost reasonably and properly incurred without any profit. Contractor will be paid upon submission of a valid invoice, including all customs duties, Applicable Taxes extra.
- (xi) **Additional Work Requirements (AWRs):** Basis of Payment for Additional Work Requirement with a Firm Price Task Authorizations.
  - (A) If the Contractor signs a Task Authorisation that clearly specifies that the work is to be performed on a firm price basis, then the Contractor will be require to complete the work within the agreed firm price included in the TA.
  - (B) For services requested by the Client, in accordance with a validly issued Task Authorization, Client will pay the Contractor; (A) the firm price set out in the Task Authorization (based on the firm, all-inclusive per diem rates set out in Annex B1) including all customs duties, Applicable Taxes extra. For such Firm Price TA, the Contractor will either (1) need to provide a firm price based on the per diem rates

specified under Annex B1 or (2) if not included in Annex B1, need to provide a proposed firm price with detailed price breakdown estimates by goods and/or services using Contractor rates and overheads for the period in which the work is performed, goods and services and other direct cost duly supported (with supplier, sub-contractor quotations or other appropriate documentation acceptable to Canada).

- (I) For Firm Hourly Rates
    - (1) Per diem rate included at Annex B1; or
    - (2) If category not available, proposed hours expended at the rates plus overheads and profit, for the period in which the work is performed.
  - (II) For goods and sub-contracts:
    - (1) Proposed Laid Down cost without allowance for mark-up.
- (xii) **Additional Work Requirements (AWRs):** Basis of Payment for Additional Work Requirement with a Maximum Price Task Authorization.
- (A) If the Contractor signs a Task Authorisation that clearly specifies that the work is to be performed on a Maximum price basis, then the Contractor will be require to complete the work within the agreed maximum price included in the TA.
  - (B) For goods and services requested by the Client, in accordance with a validly issued Task Authorization, Client will pay the Contractor (A) the amount set out in the Task Authorization (based on the rates set out in Annex B1) including all customs duties, Applicable Taxes extra. For such maximum price TA, the Contractor will either (1) need to provide a maximum price based on the per diem rates specified under Annex B1 or (2) if not included in Annex B1, need to provide a proposed maximum price with detailed price breakdown estimates by goods and/or services using Contractor rates and overheads for the period in which the work is performed, goods and services and other direct cost duly supported (with supplier, sub-contractor quotations or other appropriate documentation accepted by Canada).
    - (A) For Firm Hourly Rates
      - (I) Per diem rate included at Annex B1; or
      - (II) If category not available, proposed hours expended at the rates plus overheads and profit, for the period in which the work is performed.
    - (B) For material and sub-contracts:
      - (I) Proposed Laid Down cost without allowance for mark-up.
- (xiii) **Demobilisation:** For demobilising the ETVs as described in Annex A of the Contract, Canada will pay the firm price set out in Annex B, including all customs duties, Applicable Taxes extra.
- (xiv) **Travel and Living Expenses – National Joint Council Travel Directive.** The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive and with the other provisions of the directive referring to “travellers”,

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rather than those referring to “employees”. All travel must have the prior authorization of the Technical Authority. All payments are subject to government audit.

- (xv) **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.
- (xvi) **Professional Services Rates:** In Canada's experience, bidders from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor does not respond or refuses to provide an individual with the qualifications described in the Contract within the time described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole or in part or chooses to exercise any of the rights provided to it under the General Conditions, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Corrective Measure Policy (or equivalent) then in effect, which measures may include an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.
- (xvii) **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase goods or services in these amounts. Any commitment to purchase specific amounts or values of goods or services is described elsewhere in the Contract.
- (xviii) **Overtime:** No overtime will be permitted.

**(b) Limitation of Expenditure**

- (i) Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page 1 of the Contract. With respect to the amount set out on page 1 of the Contract, Customs duties are excluded and Applicable Taxes are included. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Contract.
- (ii) No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - (A) when it is 75 percent committed, or
  - (B) 4 months before the Contract expiry date, or
  - (C) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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- (iii) If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Providing this information does not increase Canada's liability.

## 7.20 Method of Payment

- (a) Method of Payment for the ETVs, including optional years if exercised:
  - (i) H1008C (2008-05-12), Monthly Payment
- (b) Method of Payment for the Mobilisation of the ETVs and the Plans and Reports:
  - (i) H1000C (2008-05-12), Single Payment
- (c) Method of Payment for all items described under Article 7.15 – Client to Provide:
  - (i) Canada will pay the Contractor upon delivery of an accurate and complete invoice and any other documents required by the Contract to be submitted in accordance with the invoicing instructions provided in the Contract. All documents required will need to be reviewed, accepted and approved by the Technical Authority.
- (d) Method of Payment for AWRs, accommodating extra persons and training:
  - (i) Task Authorizations with a Maximum Price: For each Task Authorization validly issued under the Contract that contains a maximum price:
    - (A) Client will pay the Contractor no more frequently than once a month in accordance with the Basis of Payment. If the work includes charges for services performed on a time and materials basis, the Contractor must submit time sheets for each resource showing the days and hours worked to support the charges claimed in the invoice.
    - (B) Once Client has paid the maximum TA price, Client will not be required to make any further payment, but the Contractor must complete all the work described in the TA, all of which is required to be performed for the maximum TA price. If the work described in the TA is completed in less time than anticipated, and the actual time worked (as supported by the time sheets) at the rates set out in the Contract is less than the maximum TA price, Canada is only required to pay for the time spent performing the work related to that TA.
  - (ii) Task Authorizations with a Firm Price: In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid the firm price as specified in the authorized TA. Customs duties and Applicable Taxes are extra, and Canada will pay those customs duties and Applicable Taxes. Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.
- (e) Method of Payment for the Demobilisation of the ETVs, to be paid prior to the Contract being terminated or prior to the Contract expiry:
  - (i) H1000C (2008-05-12), Single Payment
- (f) **Discretionary Audit**
  - (i) C0705C (2010-01-11), Discretionary Audit

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(g) **Time Verification**

- (i) C0711C (2008-05-12), Time Verification

(h) **Payment Credits**

- (i) **Late Delivery:** If the Contractor does not deliver the deliverables or perform the services within the time specified in the Contract, the Contractor must provide a credit to Canada of \$30,000.00 for each calendar day of delay up to a maximum of 30 days, subject to the limitation that the total amount of liquidated damages will not exceed 10% of the price of the Work delivered late.

(ii) **Critical Service Level Requirements (SLRs):**

- (A) The following Key Performance Indicators (KPIs) are deemed critical and carry credits as defined in the following clauses for failure to achieve the KPI (Critical PKI Failure). The PKIs are defined in more detail in Annex A.

Critical KPIs
Availability – The ETVs and crew are available for service 98% of the time excluding approved maintenance periods. This indicator is measured on a quarterly basis.
Level of Service – The ETV must meet the level of service as described in the Statement of Work and Concept of Operation 98% of the time. This indicator is measured on a quarterly basis.
Readiness – The ETV must be crewed in accordance with its certification and maintain the capability to conduct towing services 98% of the time excluding during approved maintenance periods. This indicator is measured on a quarterly basis.

- (B) **Payment Credit Calculations:** This section identifies the payment credits applicable for the Contractor's failure to meet the KPI performance for the above-mentioned critical KPIs.

When any Critical PKI is not met a Payment Credit of 10% against the ETV monthly price will apply. The Payment Credit will be applied by reducing the ETV monthly price on the next scheduled payment.

In no event will the monthly total credits exceed 30% to be applied against the next scheduled payment.

- (C) **Breach of Contract for Critical SLR Failures:** Should the Contractor miss the same Critical PKI more than three times in any six month rolling period then the Contractor will be considered to be in breach and Canada may choose to terminate the contract. The termination will be effective at the end of the Wind-down Period, as specified in the termination notice.

- (iii) **Failure to provide Resource(s):** If the Contractor does not provide a required professional services resource that has all the required qualifications within the time prescribed by the Contract or validly issued Task Authorization, the Contractor must credit to Canada an amount equal to the per diem rate (based on a 7.5-hour workday) of the required resource for each day (or partial day) of delay in providing the resource, up to a maximum of 10 days.

- (iv) **Corrective Measures:** If credits are payable under this Article in three different instances during the performance of the Contract, Canada may, at its sole discretion, require that the Contractor submit a written action plan describing measures it will implement or actions it will undertake to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan, approved by the Client and the Contracting Authority, and 20 working days to rectify the underlying problem.
- (v) **Termination for Failure to provide Resource(s) as described in (ii) above:** In addition to any other rights it has under the Contract, Canada may terminate the Contract for default in accordance with the General Conditions by giving the Contractor a termination notice, if any of the following apply:
- (A) the corrective measures required of the Contractor described above are not met.
- This termination will be effective at the end of the Wind-down Period, as specified in the termination notice, unless Canada determines that the Contractor has implemented the corrective measures to Canada's satisfaction during those three months.
- (vi) **Credits Apply during Entire Contract Period:** The Parties agree that the credits apply throughout the Contract Period.
- (vii) **Credits represent Liquidated Damages:** The Parties agree that the credits are liquidated damages and represent their best pre-estimate of the loss to Canada in the event of the applicable failure. No credit is intended to be, nor will it be construed as, a penalty.
- (vii) **Canada's Right to Obtain Payment:** The Parties agree that these credits are a liquidated debt. To collect the credits, Canada has the right to hold back, draw back, deduct or set off from and against any money Canada owes to the Contractor from time to time.
- (ix) **Canada's Rights & Remedies not Limited:** The Parties agree that nothing in this Article limits any other rights or remedies to which Canada is entitled under the Contract (including the right to terminate the Contract for default) or under the law generally.
- (x) **Audit Rights:** The Contractor's calculation of credits under the Contract is subject to verification by government audit, at the Contracting Authority's discretion, before or after payment is made to the Contractor. The Contractor must cooperate fully with Canada during the conduct of any audit by providing Canada with access to any records and systems that Canada considers necessary to ensure that all credits have been accurately credited to Canada in the Contractor's invoices. If an audit demonstrates that past invoices contained errors in the calculation of the credits, the Contractor must pay to Canada the amount the audit reveals was required to be credited to Canada, plus interest, from the date Canada remitted the excess payment until the date of the refund (the interest rate is the Bank of Canada's discount annual rate of interest in effect on the date the credit was first owed to Canada, plus 1.25% per year). If, as a result of conducting an audit, Canada determines that the Contractor's records or systems for identifying, calculating or recording the credits are inadequate, the Contractor must implement any additional measures required by the Contracting Authority.

## 7.21 Invoicing Instructions

- (a) The Contractor must submit invoices in accordance with the information required in the General Conditions.
- (b) The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.

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- (c) By submitting invoices, the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- (d) The Contractor must provide the original of each invoice to the Technical Authority. On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.

## 7.22 Certifications

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, or fails to provide the additional information, or if 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.

## 7.23 Federal Contractors Program for Employment Equity - Default by Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

## 7.24 Applicable Laws

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

## 7.25 Priority of Documents

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

- (a) these Articles of Agreement, including any individual SACC Manual clauses incorporated by reference in these Articles of Agreement;
- (b) supplemental general conditions, in the following order:
  - (ii) 4006 (2010-08-16) Contractor to Own Intellectual Property Rights in Foreground Information;
  - (iii) 1031-2 (2012-07-16) Contract Cost Principle; and
  - (iv) A8501C (2014-06-26) Vessel Charter – Contract;
- (c) general conditions 2035 (2016-04-04) Higher Complexity - Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex B1, Basis of Payment – Per Diem Rates;

- (g) Annex C, Insurance Requirements;
- (h) Annex D, Task Authorisation (TA) Form;
- (i) Annex E, Security Requirements Check List (SRCL);
- (j) Annex F, Aboriginal Participation Component (APC) – (See additional documentation attached to the RFP);
- (k) the signed Task Authorizations and any Certifications required;
- (l) Form of performance guarantee, a separate agreement to be signed by the Contractor in accordance with the Article entitled "Performance Guarantee";

**Note to Bidders:** *A performance guarantee might be required, for example, as a result of the financial capability review of the Bidder. If a performance guarantee is not required, this sub-article will be deleted at the time of contract award. If the bid solicitation makes the performance guarantee a condition precedent to the award of the contract, it does not need to be included as an annex or listed in the order of priority of documents, because it will already have been signed before contract award.*

- (m) the Contractor's bid dated \_\_\_\_\_ as clarified on \_\_\_\_\_ .

#### 7.26 Foreign Nationals (Canadian Contractor)

SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

**Note to Bidders:** *Either this clause or the one that follows, whichever applies (based on whether the successful Bidder is a Canadian Contractor or Foreign Contractor), will be included in any resulting contract*

#### 7.27 Foreign Nationals (Foreign Contractor)

SACC Manual clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)

#### 7.28 Insurance Requirements

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

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### 7.29 Joint Venture Contractor

- (a) The Contractor confirms that the name of the joint venture is \_\_\_\_\_ and that it is comprised of the following members: *[list all the joint venture members named in the Contractor's original bid]*.
- (b) With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
- (i) \_\_\_\_\_ has been appointed as the "representative member" of the joint venture Contractor and has full authority to act as agent for each member regarding all matters relating to the Contract;
  - (ii) by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and
  - (iii) all payments made by Canada to the representative member will act as a release by all the members.
- (c) All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the Work in any way.
- (d) All the members are jointly and severally or solidarily liable for the performance of the entire Contract.
- (e) The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.
- (f) The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

**Note to Bidders:** *This Article will be deleted if the Bidder awarded the contract is not a joint venture. If the contractor is a joint venture, this clause will be completed with information provided in its bid.*

### 7.30 Reporting Requirements

The Contractor must provide the required reports, as described in Annex A, to the Technical Authority with a copy to the Contracting Authority.

### 7.31 Representations and Warranties

The Contractor made statements regarding its proposed resources' experience and expertise in its bid that resulted in the award of the Contract. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract. The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have, the skills, qualifications, expertise and experience necessary to perform and manage the Work in accordance with the Contract, and that the Contractor (and any resources or subcontractors it uses) has previously performed similar services for other customers.

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### 7.32 Access to Canada's Property and Facilities

Canada's property, facilities, equipment, documentation, and personnel are not automatically available to the Contractor. If the Contractor would like access to any of these, it is responsible for making a request to the Technical Authority. Unless expressly stated in the Contract, Canada has no obligation to provide any of these to the Contractor. If Canada chooses, in its discretion, to make its property, facilities, equipment, documentation or personnel available to the Contractor to perform the Work, Canada may require an adjustment to the Basis of Payment and additional security requirements may apply.

### 7.33 Performance Guarantee

It is a condition of the Contract that the Contractor provides to Canada an unconditional and irrevocable guarantee of the performance and fulfillment of each and every obligation of the Contractor under the Contract. This guarantee must be in the form set out in Annex G (to be provided at contract award) and be executed under seal (if required by Canada) by the Contractor. If the Contractor does not deliver the fully executed guarantee within 10 working days of the Contract being awarded, Canada may immediately terminate the Contract for default and will have no liability to the Contractor for any of the Work performed before that termination. Obtaining and delivering the signed guarantee within the time required is the sole responsibility of the Contractor.

**Note to Bidders:** *This article will only be included if Canada determines that a performance guarantee (for example, from a parent company) is required in connection with an evaluation of the Bidder's financial capability. The name of the guarantor will be completed at the time of contract award*

### 7.34 International Ship and Port Facilities Security Code (ISPS)/Maritime Transportation Security Act (MTSA)

- (a) The Contractor must comply with the requirements of the International Code for the Security of Ships and Port Facilities and the relevant amendments to Chapter XI of SOLAS (ISPS Code) relating to the Vessels and "the Company" (as defined by the ISPS Code). If trading to or from the United States or passing through United States waters, the Contractor must also comply with the requirement of the US Maritime Transportation Security Act 2002 (MTSA) relating to the Vessel and the "Contractor" (as defined by the MTSA).
- (b) Upon request the Contractor must provide a copy of the relevant International Ship Security Certification (or the Interim International Ship Security Certificate) to the Client. The Contractor must provide the Client with the full style contact details of the Company Security Officer (CSO).
- (c) Except as otherwise provided in the Contract, loss, damages, expense or delay (excluding consequential loss, damage, expense, or delay) caused by failure on the part of the Contractor to comply with the requirement of the ISPS Code/MTSA or this Clause must be to the Contractors' account.
- (d) Canada must provide the Contractor and the Master with its full style contract details and, upon request, any other information the Contractor requires to comply with the ISPS Code/MTSA.
- (e) Except as otherwise provided in this Contract, loss, damages, expense or delay (excluding consequential loss, damages, expense or delay) caused by failure on the part of the Client to comply with this Clause must be to the Client's account.
- (f) Notwithstanding anything else contained in this Contract all delays, costs or expenses whatsoever arising out of or related to security regulations or measures required by the port

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facility or any relevant authority in accordance with the ISPS Code/MTSA, including, but not limited to, security guards and launch services, tug escorts, port security fees or taxes and inspections, must be for the Client's account, unless such cost or expenses result solely from the Contractor's negligence. All measures required by the Contractor to comply with the Ship Security Plan must be for the Contractor's account.

- (g) If either party makes any payment which is to the other party's account pursuant to this Clause, the other party must indemnify the paying party.

### 7.35 Off-hire

- (a) Off-Hire Exceptions – If as a result of any deficiency of Crew or of the Contractor's stores, strike of Crew, breakdown of machinery and equipment (excluding any equipment installed on the Vessels by the Client pursuant to Article 7.11 (Structural Alterations and Additional Equipment), damage to hull or other accidents to the Vessels, the Vessels is prevented from working, no hire must be payable in respect of any time lost and any hire paid in advance must be adjusted accordingly provided always however that hire must not cease in the event of the Vessels being prevented from working as aforesaid as a result of:
- (i) the carriage of cargo as noted in Article 7.12 (Employment and Area of Operation – The vessel's Space);
  - (ii) quarantine or risk of quarantine unless caused by the Crew having communication with the shore or other vessel at any infected area not in connection with the employment of the Vessel, without the consent of the instructions of the Client;
  - (iii) deviation from the Vessels' Contract duties or exposure to abnormal risks at the request of the Client;
  - (iv) detention in consequences of being driven into port of to anchorage through stress of weather or trading to shallow harbours or to river or ports with bars or suffering an accident to its cargo, when the expenses resulting from such detention must be for the Client account howsoever incurred;
  - (v) Detention or damage by ice;
  - (vi) any act or omission of the Client's group; or
  - (vii) any force majeure event as stated in this Contract.
- (b) Liability for Vessel not working – The Contractor's liability for any loss, damage or delay sustained by the Client as a result of a Vessel being prevented from working by any cause whatsoever, including negligence on the part of a member of the Contractor's group must be limited to suspension of hire except as provided in Article 7.34 (International Ship and Port Facilities Security Code (ISPS)/ Maritime Transportation Security Act (MTSA)) whether or not the Vessel is off-hire.
- (c) Maintenance and Dry-docking
- (i) Maintenance – the Contractor must be entitled to twenty-four hours on hire per month or pro rata, which must be cumulative, from the commencement of the Contract for the purposes of maintenance, survey, repair and dry-docking (Maintenance days). During any such Maintenance Days, the Client's obligations under Article 7.15 (Client to provide) must be suspended. Using, or not using Maintenance Days must be the Contractor's decision alone and they must give the Client reasonable notice of their intention to use such days and how many. Hire must not be payable for accumulated Maintenance Days not used by the Contractor. However, hire for any Maintenance Days which, at the Client's

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request, have not been used must be payable on redelivery or earlier termination of the Contract.

- (ii) Dry-docking – The Client must permit the Vessels to dry dock at regular intervals in accordance with its classification society requirements. Unless on-hire by reason of accumulated Maintenance Days, the Vessels must be off-hire from the time the Client place it at the Contractor's disposal, The Vessels must go back on hire from the time is placed on the Client's disposal at the place where it was originally released. Whenever a dry-docking is required, the Client must beforehand remove any cargo, and clean any cargo tanks as necessary to effect such dry-docking, after which the Vessel must be placed at the Contractor's disposal, The Vessel must be returned to the Client when it has completed dry-docking and returned to the port or place where it was placed at the Contractor's disposal. The Contractor choice of dry-dock location must always be reasonable as to time and cost, both to themselves and the Client and respect the build in Canada Policy. At the commencement of the Contract, the Contractor must provide the Client with the Vessels' class dry-docking schedule for the period of Contract, including any options to extend.

### 7.36 Pollution

- (a) Except as otherwise provided for in Article 7.38 (Saving of Life and Salvage), the Contractor must be liable for, and agree to indemnify, defend and hold harmless the Client against all claims, cost, expense, actions, proceedings, suits, demands and liabilities whatsoever arising out of actual or threatened pollution damage due to discharge, spills or leaks from the Vessel, except as may emanate from cargo thereon or therein and the cost of cleanup or control thereof even if such claims, costs expenses, actions proceedings, suits, demands and liabilities are caused wholly or partially by the act, neglect, breach or duty (whether statutory or otherwise) or default of the Client.
- (b) The Client must, upon giving notice to the Contractor or the Master, have the right (but must not be obliged) to place on board the Vessels or have attendance at the site of any pollution or threatened incident one of more Client's representative to observe the measures being taken by the Contractor or national or local authorities or their respective servants, agents or Contractors to prevent or minimise pollution damage and to provide advice, equipment or manpower or undertake such other measures, at Client's risk and expense, as are permitted under applicable law and as Client believe are reasonably necessary to prevent or minimise pollution damage or to remove the threat of pollution damage.

### 7.37 Wreck Removal

If the a Vessel or Vessels becomes a wreck and has to the removed by order of any lawful authority having jurisdiction over the area where the Vessel or Vessels are placed or as a result of compulsory law, the Contractor must be liable for any and all expenses in connection with the lighting, marking, raising, removal, destruction of the Vessel or Vessels.

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### 7.38 Saving of Live and Salvage

- (a) The Vessels must be permitted to deviate for the purpose of saving life at sea without approval of or notice to the Client and without loss of hire provided however that notice of such deviation is given as soon as possible.
- (b) The Contractor must waive their right to claim any award for salvage performed on property owned by or contracted to the Client, always provided such property was the subject of the operation the Vessel was chartered for, and the Vessel must remain on hire when rendering salvage services to such property. This waiver is without prejudice to any right the Crew may have under any title. If the Contractor render assistance to such property in distress on the basis of "no claim for salvage", then, notwithstanding any other provisions contained in this Contract and even in the event of neglect or default of the Contractor or Crew:
  - (i) The Client must be responsible for the Contractor against payments made, under any legal rights, to the Crew in relation to such assistance.
  - (ii) The Client must be responsible for the Contractor for any loss or damage sustained, by the Vessel or her equipment by reason of giving such assistance and must also pay the Contractor additional expense thereby incurred.
  - (iii) The Vessels must not be off-hire as a consequence of giving such assistance, or effecting repairs under Article 7.35 (Off-hire – Maintenance and Dry-docking).

### 7.39 Lien

- (a) The Contractor must have a lien upon all cargoes, fuel and equipment owned by the Client for all claims against the Client under this Contract and the Client must have a lien on the Vessels for all monies paid in advance and not earned. The Client will not suffer, nor permit to be continued, any lien or encumbrance incurred by them or their agents, which might have priority over the title and interest of the Contractor's Vessel.
- (b) Should the Vessels be arrested by reason of claims or liens out of its operation hereunder, unless brought about by the act of neglect of the Contractor, the Client must at their own expense take all reasonable steps to secure that within a reasonable time the Vessel or Vessels is released and at their own expense put up security to release the Vessel or Vessels. Except as provided in General Condition 2035 and unless brought about by the act or neglect of the Contractor, the Client must be liable to the Contractor for any lien of whatsoever nature arising upon the Vessel during the Contract period while it is under the control of the Client, and against any claims against the Contractor arising out of the operation of the Vessel by the Client or out of any neglect of the Client's in relations to the Vessel or the operation thereof.

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#### 7.40 Sublet and Assignment

- (a) **The Client** - The Client must have the option of subletting, assigning or loaning the Vessels to any person or company not competing with the Contractor, subject to the Contractor's prior approval which must not be unreasonably withheld or delayed, upon giving notice in writing to the Contractor, but the Client must always remain responsible to the Contractor for due performance of the Contract. The person or company taking such subletting, assignment or loan and their contractors and sub-contractors must be deemed contractors of Canada for all the purposes of this Contract. The Contractor makes it a condition of such consent that additional Fixed Vessel Service Fee must be paid as agreed between Canada and the Contractor, as per Annex B (Basis of Payment), having regard to the nature and period of any intended service of the Vessel or Vessels.
- (b) **Contractor** - The Contractor must not assign or transfer any part of this Contract without the written approval of the Client, which approval must not be unreasonably withheld or delayed. Approval by the Client of such subletting or assignment must not relieve the Contractor of their responsibility for due performance of the part of the services which is sublet or assigned.

#### 7.41 Substitute Vessel

The Contractor must be entitled at any time, whether before delivery or at any other time during the Contract period, to provide a substitute vessel that meets or exceeds the Baseline requirements detailed in Annex A, subject to the Client's prior approval which must not be unreasonably withheld or delayed.

#### 7.42 Ice Clause

- (a) The Vessel must not be obliged to force ice but, subject to the Contractor's prior approval, having due regard to its size, construction and class, may follow ice-breakers.
- (b) The Vessel must not be required to enter or remain in any icebound port or area, nor any port or area where lights, lightships, markers or buoys have been or are about to be withdrawn by reason of ice, nor where on account of ice there is, in the Master's sole discretion a risk that, in the ordinary course of events, the Vessel will not be able safely to enter and remain at the port or area or to depart after completion of loading or discharging. If, on account of ice, the Master in his sole discretion considers it unsafe to proceed to enter or remain at the place of loading or discharging for fear of the Vessel being frozen in or damaged, he must be at liberty to sail to the nearest ice-free and safe place and there await the Client's instructions.
- (c) Any delay or deviation caused by or resulting from ice must be for the Client's account and the Vessel must remain on-hire.
- (c) Any additional premiums or calls required by the Vessel's underwriters due to the Vessel entering or remaining in any icebound port or area, must be to the Client's account.

#### 7.43 Health, Safety and Environment

The Contractor must comply with and adhere to all applicable international, national and local regulations pertaining to health and safety, and such instructions provided by the Client.

#### 7.44 Drug and Alcohol Policy

The Contractor undertakes that it has, and must maintain for the duration of this Contract, a policy of Drugs and Alcohol Abuse applicable to the Vessels (the "D&A Policy") that meets or exceed the standards in the OCIMF Guidelines for the Control of Drugs and Alcohol Onboard Ship 1995 as amended from time to time. The Contractor must exercise due diligence to ensure that the D&A

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policy is understood and complied with on and about the Vessels. An actual impairment, must not, in and of itself, mean that the Contractor has failed to exercise due diligence.

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**ANNEX A**

**STATEMENT OF WORK**

(See document attached)

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**ANNEX B**

**BASIS OF PAYMENT BREAKDOWN**

<b>TABLE 1 – ETVS FOR THE INITIAL FIVE YEARS</b>				
<b>Item #</b>	<b>Date</b>	<b>Description</b>	<b>Firm All Inclusive Daily rate for ETV 1</b>	<b>Firm All Inclusive Daily rate for ETV 2</b>
1	From Inspection and Acceptance of the Technical Authority to 60 months later	For providing a Crewed ETV and perform all activities as described in this Contract and more specifically under Annex A.	\$	\$

<b>TABLE 2 – ETVS FOR THE OPTIONAL YEARS</b>				
<b>Item #</b>	<b>Date</b>	<b>Description</b>	<b>Firm All Inclusive Daily Rate Price for ETV 1</b>	<b>Firm All Inclusive Firm Daily Rate for ETV 2</b>
1	From month 60+ to 72 months	Option Year 1 - For providing, upon exercising the option, a Crewed ETV and perform all activities as described in this Contract and more specifically under Annex A.	\$	\$
2	From month 72+ to 84 months	Option Year 2 - For providing, upon exercising the option, a Crewed ETV and perform all activities as described in this Contract and more specifically under Annex A.	\$	\$
3	From month 84+ to 96 months	Option Year 3 - For providing, upon exercising the option, a Crewed ETV and perform all activities as described in this Contract and more specifically under Annex A.	\$	\$

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4	From month 96+ to 108 months	Option Year 4 - For providing, upon exercising the option, a Crewed ETV and perform all activities as described in this Contract and more specifically under Annex A.	\$	\$
5	From month 108+ to 120 months	Option Year 5 - For providing, upon exercising the option, a Crewed ETV and perform all activities as described in this Contract and more specifically under Annex A.	\$	\$

**TABLE 3 – MOBILISATION SERVICES**

Item #	Description	Firm All Inclusive Firm Price for ETV 1	Firm All Inclusive Firm Price for ETV 2
1	For Mobilising the ETV to the satisfaction of the Client as described in Annex A of the Contract.	\$	\$

**TABLE 4 – PLANS AND REPORTS**

Item #	Description	Firm All Inclusive Firm Price for ETV 1	Firm All Inclusive Firm Price for ETV 2
1	For providing all plans and reports as described in Annex A.	\$	\$

**TABLE 5 – ACCOMODATION FOR EXTRA PERSON ON BOARD THE ETVs**

Item #	Description	Firm All Inclusive Daily Price for ETV 1	Firm All Inclusive Daily Price for ETV 2
1	For accommodating extra persons on board the Vessel as described in Annex A.  Price for 1 additional resource	\$	\$

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**TABLE 6 – TRAINING KNOWLEDGE TRANSFER - TRAINER**

Item #	Description	Firm All Inclusive Daily Rate for ETV 1	Firm All Inclusive Daily Rate for ETV 2
1	For providing an In-Class Trainer as described in Annex A, on an as and when requested basis.	\$	\$

**TABLE 7 – TRAINING KNOWLEDGE TRANSFER - SIMULATOR**

Item #	Description	Firm All Inclusive Price Per Student for ETV 1	Firm All Inclusive Price Per Student for ETV 2
1	For providing Simulation Training as described in Annex A, on an as and when requested basis.	\$	\$

**TABLE 8 – TRAINING KNOWLEDGE TRANSFER – LIVE TRAINING**

Item #	Description	Firm All Inclusive Daily Rate for ETV 1	Firm All Inclusive Daily Rate for ETV 2
1	For providing Live Training as described in Annex A, on an as and when requested basis.	\$	\$

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**TABLE 9 – TRAINING KNOWLEDGE TRANSFER – SUPPORTING THE DEVELOPMENT OF THE CCG CURRICULUM**

Item #	Description	Firm All Inclusive Daily Rate for ETV 1	Firm All Inclusive Daily Rate for ETV 2
1	For supporting the development of the CCG curriculum as described in Annex A, on an as and when requested basis.	\$	\$

**TABLE 10 – DEMOBILISATION SERVICES**

Item #	Description	Firm All Inclusive Firm Price for ETV 1	Firm All Inclusive Firm Price for ETV 2
1	For Demobilising the ETV to the satisfaction of the Client as described in Annex A of the Contract.	\$	\$





## ANNEX C

### INSURANCE REQUIREMENTS

#### General Commercial Insurance (CGL)

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

2. The Commercial General Liability policy must include the following:

(a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Services and Procurement Canada.

(b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.

(c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.

(d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.

(e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

(f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.

(g) Employees and, if applicable, Volunteers must be included as Additional Insured.

(h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program).

(i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.

(j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.

(k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

(l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

(m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

(n), (o), (p), (q) not used.

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(r) 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.

### **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 and Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the Marine Liability Act, S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by Worker's Compensation as detailed in paragraph (2) below.

2. The Contractor must obtain Worker's Compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the Territory or Province or state of nationality, domicile, employment, having jurisdiction over such employees. If the Contractor is 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 Fisheries and Oceans Canada and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.

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(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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**ANNEX D**

**TASK AUTHORIZATION (TA) FORM**

(i)  All invoices must show the reference Contract and Task Numbers		Contract no.
		Task no.
Amendment no.	Increase or decrease	Previous Value
To:	To the Contractor	
Delivery location:	You are requested to supply the following services in accordance with the terms and conditions of the above reference contract. Only goods and/or services or both included in the contract must be supplied against this task.	
Delivery or completion date:		
Client is to clearly state how the TA work is to be completed (i.e. on a Firm Price or Maximum Price basis).	Please advise the undersigned if the completion date cannot be met. Invoices must be prepared in accordance with the instructions set out in the contract.	
	_____	_____
	Date	For the Canadian Coast Guard (CCG)
Contract item no.	Description of good and/or services or both	Price
		Total
The Contracting Officer signature is required on all Task Authorization		
_____	_____	
Date	For Public Works and Government Services Canada (PWGSC)	

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**ANNEX E**

**SECURITY REQUIREMENT CHECK LIST (SRCL)**

**(see document attached hereto)**

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**ANNEX F**

**PARENTAL GUARANTEE**

THIS AGREEMENT made in duplicate as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**B E T W E E N;** **HER MAJESTY THE QUEEN** in right of Canada (hereinafter called "Her Majesty") as represented by the Minister of Public Works and Government Services (hereinafter called the "Minister")

**OF THE FIRST PART**

**A N D;** \_\_\_\_\_, a body corporate incorporated pursuant to the laws of \_\_\_\_\_ with its principal place of business at \_\_\_\_\_ (hereinafter the "Guarantor")

**OF THE SECOND PART**

WITNESSETH THAT:

WHEREAS the Minister and (full legal name of contractor) (the "Contractor") propose to enter into Contract No. \_\_\_\_\_ for \_\_\_\_\_ on the terms and conditions and for the purposes all as specified or described in that Contract (the "Contract");

WHEREAS the Guarantor has agreed to guarantee to Her Majesty the Contractor's performance of the Contract unconditionally and irrevocably on the terms and conditions hereinafter set out;

NOW THEREFORE, in consideration of the premises, mutual covenants, promises, conditions and agreements hereinafter set out, the Parties hereby covenant, promise and agree:

1. The provisions of this Performance Guarantee, and the rights, status and obligations of the Parties shall be interpreted and determined in accordance with the laws in force in the Province of Ontario, Canada.
2. It is further understood and agreed that the receipt by the Contractor or the Guarantor of any monies paid by Her Majesty to any one or more of them as the case may be, under or in respect of the Contract shall be in complete discharge and release to Her Majesty for and in respect of all monies so paid irrespective of the date when or the party to whom but for this Performance Guarantee such monies were or might, or would have been payable.
3. (a) The Guarantor hereby unconditionally and irrevocably guarantees to Her Majesty the due performance of all of the obligations, terms and conditions that are set out to be performed by the Contractor in the Contract and including any extensions thereof.  
  
(b) It is hereby agreed by the Guarantor with respect to its guarantee in subparagraph (a) above that:
  - (i) no modification, variation or amendment of the Contract, grant of any indulgence, release, postponement or extension of time, waiver of any term or condition of the Contract, taking or release of any securities or other guarantees for performance and other dealings, as Her Majesty may see fit, shall affect, lessen or impair in any way the liability of the Guarantor;
  - (ii) no waiver of any of Her Majesty's options, powers or rights hereunder and no modification of this Performance Guarantee shall be effective unless the same shall be in writing, duly signed on behalf of the Minister by the duly authorized

representatives of the Minister and each such waiver, if any, shall apply only with respect to the specific instance involved, and shall not in any way impair the options, powers or rights of Her Majesty or the obligations of the Guarantor hereunder in any other respect or at any other time.

- (iii) no delay on the part of Her Majesty in exercising any of its options, powers or rights hereunder or any partial or single exercise thereof, shall constitute a waiver thereof.
- (iv) Her Majesty shall not be required to give to the Guarantor any notice of anything done pursuant to the Contract nor of any amendment to the Contract and the absence of such notice shall in no respect vitiate or impair this Performance Guarantee and the giving of such notice by Her Majesty out of courtesy, abundance of caution or otherwise shall not in any way detract from or impair the rights of Her Majesty under this Performance Guarantee;
- (v) Her Majesty shall not be obliged to resort to or exhaust any recourse which it may have before being entitled to claim against the Guarantor;
- (vi) unless the prior written permission of Her Majesty to the contrary is obtained, nothing whatsoever, except the performance in full of all of the obligations of the Contractor under Contract shall discharge the Guarantor;
- (vii) if there is any failure by the Contractor to perform or fulfil any of its obligations under the Contract, for any reason, however arising, then forthwith, upon the date of receipt by the Guarantor of a written notice from the Minister citing the default, the Guarantor shall undertake or cause to be undertaken the performance of all outstanding obligations, as primary obligor and not as surety; and
- (viii) whenever any determination of any dispute is made, pursuant to the provisions of the Contract, or any judgment or finding of a court of competent jurisdiction is issued or made, which is binding upon the Contractor in respect of the Contract, such determination shall be binding upon the Guarantor.

(c) Demands and notices under this Performance Guarantee may be made by Her Majesty from time to time.

4. Any notice required or permitted to be given hereunder shall be in writing and may be given by delivering the same, by hand, facsimile, or by electronic mail, or by mailing the same by registered mail with return receipt postage prepaid addressed, in the case of Her Majesty, to:

Attention:

Telephone:

Facsimile:

E-mail:

In the case of the Guarantor:

Full Address:

Contact Name:

Contact Telephone:

Contact Facsimile:

Contact e-mail:

or to such other address as any of the parties as to itself may from time to time designate in writing to the other. Any notice aforesaid if delivered shall be deemed to have been given on the date on which it was

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delivered, if sent by facsimile, or electronic mail, on the date of transmittal with acknowledgement of receipt, or if mailed by registered mail with return receipt shall be deemed to have been given on the day on which it was received as evidenced by the receipt.

5. The Guarantor hereby acknowledges that Her Majesty has made no representation or warranty to it in connection with the execution of this Performance Guarantee, except as expressly stated herein.
6. This Performance Guarantee may not be assigned.
7. This Performance Guarantee shall be in force and effect from the date of award of the Contract to the Contractor until all obligations of the Contractor under any such Contract have been fulfilled to the satisfaction of Her Majesty.
8. This Performance Guarantee is in addition to and not in substitution for any security of any kind or any other guarantee that may at any time have been or may be acquired by Her Majesty and any other rights or remedies that Her Majesty might have.
9. This Performance Guarantee shall not be impaired by any loss of any security now or hereafter held by or on behalf of Her Majesty whether occasioned through its fault, negligence or otherwise (including without limitation any loss occasioned by the failure to register, perfect, maintain the registration or perfection of, re-register, re-perfect or renew any such security.)

IN WITNESS WHEREOF, this Performance Guarantee has been duly executed by Her Majesty the Queen in Right of Canada as represented by the duly authorized representatives of the Minister of Public Works and Government Services and by **full legal name of guarantor** by its officers duly authorized in that behalf.

**SIGNED, SEALED AND DELIVERED**

**THE MINISTER OF PUBLIC WORKS AND GOVERNMENT SERVICES  
CANADA**

per: \_\_\_\_\_  
(Name / Title)

per: \_\_\_\_\_  
(Name / Title)

**FULL LEGAL NAME OF GUARANTOR**

per: \_\_\_\_\_  
(Name / Title)

per: \_\_\_\_\_  
(Name / Title)

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**ANNEX G**

**ABORIGINAL PARTICIPATION COMPONENT**

**(See additional documentation attached to the RFP)**

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## Aboriginal Participation Component

The purpose of the Letter of Interest (LOI) is to inform industry that The Government of Canada is exploring the use of an Aboriginal Participation Component (APC) for the procurement of the Emergency Towing Vessel requirement and wishes to obtain feedback on the APC.

The APC is a mechanism designed to meet the Government of Canada's objectives of encouraging Aboriginal socio-economic development through federal contracting opportunities. The APC is also designed to encourage Industry Respondents to contribute to creating long-term sustainable and meaningful socio-economic benefits for Aboriginal people, businesses and communities.

The Government of Canada would like Industry comments on the use of the following APC sub-components and the APC value:

1. The APC's main goal consists of Aboriginal Business Development and encourages prime contractors to contribute and invest in building and developing viable Aboriginal business capacity by procuring goods and services from qualified Aboriginal firms. Prime contractors or its subcontractor(s) are also encouraged to demonstrate how they intend to maximize the use of Aboriginal firms such as identify the work intended to be carried out by Aboriginal firms including contract and supply chain management. Industry Respondents should refer to Annex 1 for information that can help identify Aboriginal business capacity, for contracting and sub-contracting purposes.
2. The APC also encourages the use of Aboriginal Employment; prime contractors are encouraged to demonstrate how Aboriginal employment will be maximized and include details pertaining to Aboriginal recruitment and retention strategies and related job activities such as the work to be carried out by each position. Industry Respondents may wish to contact Employment and Social Development Canada (ESDC) to find out about Aboriginal Labour Programs.
3. The APC also consists of Aboriginal Training and Skills Development; prime contractors are encouraged to demonstrate how training opportunities and skills development will be maximized for Aboriginal persons such as how they intend to provide on-the job training, in-house training as well as succession plans.
4. When there is a lack of Aboriginal business capacity, the prime contractor may consider other relevant measures such as, but not limited to specialized training, career development, scholarships and community outreach to help Aboriginal communities in meeting their economic development needs. In support of the APC, Industry Respondents are encouraged to reach out to Aboriginal businesses and communities.

Canada is considering setting an annual minimum APC value that must be incurred towards Direct Benefits (refer to APC sub-components 1, 2 and 3) or Indirect Benefits (refer to above 4<sup>th</sup> APC sub-component) of 3% of the total value of work billed to Canada during each Contract Year.

Contractors will be required to submit an APC Plan describing how they plan to meet the APC objectives and, in addition, provide a clear statement of how they can achieve the minimum or higher APC value and sub-component values for Aboriginal Business Development, Aboriginal Employment and Aboriginal Training and Skills Development.

To support the Government of Canada in developing the Request for Proposal, we are requesting Industry input to the following:

- Please provide feedback on the APC plan, including the APC value and any sub-component values.
- If you disagree with an APC value of 3%, please state why and state what a reasonable value for both Direct and Indirect benefits would be.
- As the APC's main goal is focused on Aboriginal Business Development, what value would be reasonable and achievable?
- Provide feedback on how the barriers to Aboriginal participation will be addressed to achieve the APC requirements.

The APC will be closely monitored and managed throughout the life of the contract to ensure that Aboriginal benefits are achieved, and the prime contractor will be required to report on data itemized in the APC annually.

It should be noted that there will be a provision in the contract for the prime contractor to propose amendments to the Contracting Authority for the APC. Any such proposal must include a justification for the change and a detailed explanation that the change does not result in Aboriginal participation that is reduced in quantity or quality.

The APC compliments the objectives of the Procurement Strategy for Aboriginal Business (PSAB) which was established to help Aboriginal businesses development through the federal government procurement process. The PSAB is a federal policy that reserves, or "sets-aside" certain contracts exclusively for competition among Aboriginal businesses where capacity exists. The Emergency Towing Vessel lease requirement is not set aside for Aboriginal businesses under the PSAB but does contain the APC to encourage contracting and subcontracting with Aboriginal businesses.

Annex 2 provides PSAB definition on Aboriginal business and Aboriginal people. For more information on the PSAB, visit the PSAB web site at <http://www.aadnc-aandc.gc.ca/psab>.

## Annex 1 – Aboriginal Business Capacity

To identify Aboriginal business capacity, for contracting and sub-contracting purposes, you can review the list of Aboriginal businesses registered in the Aboriginal Business Directory (ABD). The ABD is a search engine available to industry and the federal procurement community for identifying Aboriginal business suppliers. It is housed within Industry Canada's Canadian Companies Capabilities database <http://www.ic.gc.ca/app/ccc/srch/cccSrch.do?lang=eng&prtl=1&sbprtl=&tagid=248>.

In addition to the ABD, you can refer to other Aboriginal Business Directories such as:

- Canadian Council for Aboriginal Business [www.ccab.com](http://www.ccab.com)
- Union Gas <https://www.uniongas.com/about-us/community/aboriginal/business-list>
- Kativik Regional Government [www.krg.ca](http://www.krg.ca)
- BC Aboriginal Business Listing <https://catalogue.data.gov.bc.ca/dataset/bc-aboriginal-business-listings>
- Canadian Aboriginal and Minority Supplier Council [www.camsc.ca](http://www.camsc.ca)
- Province of Manitoba [www.gov.mb.ca/ana](http://www.gov.mb.ca/ana)
- Province of Ontario <https://www.lrcsde.lrc.gov.on.ca/aboriginalbusinessdirectory>

The Aboriginal Financial Institutions may also help in identifying Aboriginal business capacity <https://www.aadnc-aandc.gc.ca/eng/1100100033216/1100100033220>.

Interested potential bidders and potential subcontractors should engage early with Aboriginal businesses and communities to create meaningful relationships and beneficial partnerships with Aboriginal peoples.

Aboriginal entrepreneurs and communities are very receptive to respectful working relationships where partners understand their interests.

Early engagement can benefit all concerned by: enhancing relationships; ensuring a common understanding of the project requirements; determining Aboriginal business capacity for the procurement of goods and services; and identifying skills and training gaps for employment of Aboriginal peoples. As a result, potential bidders and potential subcontractors that engage with Aboriginal communities and businesses in the development of their project plans may be in a better position to meet the outcomes as outlined in the APC for Aboriginal businesses and employment growth.

## **Annex 2 – Aboriginal Definitions**

To be considered an Aboriginal firm, the firm must meet the definition of an Aboriginal business, as defined under the PSAB.

### **Aboriginal Firm**

"Aboriginal firm" means an entity which complies with the criteria set out in the PSAB. According to the PSAB, "Aboriginal firms" include sole proprietorships, limited companies, co-operatives, partnerships, or not-for-profit organizations. To be considered an Aboriginal business, a firm must meet the following criteria:

- (1) At least 51 percent of the firm is owned and controlled by Aboriginal people; and,
- (2) At least one third of the firm's employees, if it has six or more full-time staff, are Aboriginal. If a firm is starting a joint venture or consortium, at least 51 percent of the joint venture or consortium must be controlled and owned by an Aboriginal business or businesses, as defined above.

### **Aboriginal Person**

An Aboriginal person is defined as a Status or Non-Status Indian, Metis or Inuit person who is a Canadian citizen and resident in Canada.

### **Aboriginal Content**

"Aboriginal content" refers to the amount (e.g. dollar value or percentage of total value) of Aboriginal participation that will be created through this project. Aboriginal participation will include both labour force participation (i.e. value of salary and non-salary committed to employment and development of Aboriginal people), business participation (i.e. value of contracts awarded to Aboriginal subcontractors) and other measures.

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# **1 INTRODUCTION**

## **1.1 Background**

As shipping traffic increases globally, the traffic in all Canadian ports, including BC ports such as the Burnaby, the port of Vancouver and the Port of Prince Rupert, is anticipated to increase.

With increased traffic, there is potential increased risk of having a vessel that has lost power or navigational control. This may result in collision or grounding of a vessel leading to spills and causing a significant risk to crew, other vessels, and the marine environment, including the endangered Southern Resident Killer Whale population and other species at risk. In response, the Government of Canada's Ocean Protection Plan was designed to address these issues and many others to improve marine safety. The Canadian Coast Guard (CCG) will work with Public Services and Procurement Canada (PSCP) to lease two offshore emergency towing vessels for operations on the West Coast to immediately increase its capacity to mitigate risks of disabled large commercial vessels off Canada's coast.

CCG anticipates the integration of large vessel towing capabilities in its future Fleet to enhance CCG's on-going ability to provide emergency towing services with its own assets. As such, CCG seeks to educate some of its key personnel on large vessel towing during the course of the lease period to ensure a baseline of knowledge exists within the CCG when new vessels having such capability are delivered to the Fleet.

## **1.2 Scope**

This Statement of Work (SOW) details the requirements for the activities and deliverables associated with the leasing of two Emergency Towing Vessels (ETV) for the Canadian Coast Guard, an agency of the Department of Fisheries and Oceans (DFO). The Contractor must provide these two vessels on a time charter basis for a fixed period of service, along with training services that will support the development of knowledge of towing operations within the CCG.

The SOW consists of the following:

- 1) Annex A – SOW
  - a. Appendix A – Baseline Requirements Document
  - b. Appendix B – Concept of Operations
  - c. Appendix C – Contract Data Requirements List (CDRL)
  - d. Appendix D – Data Item Descriptions (DIDs)

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The Contract Data Requirements List (CDRL) and Data Item Descriptions (DIDs) for the Work are attached at Appendices C and D respectively. DIDs define the individual Deliverables that the Contractor must provide to Canada at the time(s) specified in the CDRL in accordance with the Contract. DIDs include: the format, process, delivery schedule and level of detail required to satisfy the requirements of each individual Deliverable.

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## **2 REFERENCE DOCUMENTS**

TBD

## **3 SERVICES**

### **3.1 Project Requirements Overview**

The primary deliverable for this contract is the provision of service from two Emergency Towing Vessels (ETV) on a supply-time basis as described in section 3.2.

The Contractor must prepare and deliver a Project Management Plan (as per section 3.3) and described under Contract Data Requirements List (CDRL – Appendix C to this Annex), Data Item No M-001 and associated documents describing the management methodology to be used in the administration of the Contract (CDRL M-001). Note: all Data Items are found in Appendix D to this Annex.

The Contractor must deliver the Mobilization Plan (section 3.4) describing refit, outfitting, painting and all other requirements to allow start of ETV operations of the first vessel no later than 30 September 2018 and a second ETV no later than 30 September 2019 (CDRL T-001). The Contractor must deliver a de-mobilization Plan (section 3.4) describing work, painting and all other requirements that must be completed after the lease period is completed (CDRL T-002).

The Contractor must provide a training plan to enable the development of knowledge of escort and emergency towing for designated CCG personnel (section 3.5). The training program for CCG officers and crew, whether new or adapted from an existing in-house training scheme will include a proposed schedule, curriculum and training materials (CDRL I-001). Number of CCG personnel to be trained is described in the ETV Concept of Operations (CONOPS – Appendix B to this annex).

The Contractor must deliver the ETV Crew Training Plan (section 3.6) as training of the master and crew of the leased vessel must be a continuous activity. Training, exercises and drills must be undertaken on a regular basis for the ongoing operations of the ETV in both the primary towing role and in the secondary role of delivering other CCG programs (CDRL I-002).

The Contractor must deliver the Operations Management Plan (section 3.7). This plan must describe how the contractor will manage the operations of the ETVs in accordance with the CONOPs and in response to tasking (CDRL M-008).

### **3.2 Emergency Towing Vessels**

The Contractor must provide two Emergency Towing Vessels as specified in the Canadian Coast Guard Emergency Towing Vessel Baseline Requirements Document (Appendix A) on a supply-time basis. The vessels must be capable of conducting operations as described in the Concept of Operations, (Appendix B) to support the delivery of assigned CCG tasks and missions.

The lease duration will be for up to a five year period following start of operations. Note: All repair, maintenance, refit and outfitting work must be done in Canada as per the Buy in Canada policy. This includes dry-docking and conversion work.

### **3.3 Project Management**

The Contractor must assign a Project Manager to the project who must be given the authority and resources to successfully execute the contract.

The Project Manager must be the single point of contact for formal communication between the Contractor and Canada.

The Contractor must provide the necessary personnel, management systems and infrastructure to ensure effective and efficient administration, execution, monitoring, control, reporting and delivery of all aspects of the ETV lease operations and towing knowledge transfer activities under the Contract.

#### **3.3.1 Project Management Plan**

The Contractor must use a Project Management system that reflects industry best practices, such as the Project Management Body of Knowledge (PMBOK) or equivalent.

The PMP (DID M-001) must be delivered to Canada for review and acceptance after Contract Award, as outlined in the Master Project Schedule (CDRL M-002).

The PMP must be kept current during the course of the Contract. Subsequent amendments to the PMP that impact schedule, operations and/or planning considerations must be forwarded to Canada for review and acceptance. At a minimum the PMP must be reviewed quarterly.

All activities for this project must be managed in accordance with the accepted PMP.

The PMP must identify and describe all activities and processes necessary to conduct the project, and the resources that will be allocated to complete the activities. The PMP must include the following, as a minimum:

- a. Master Project Schedule (DID M-002);
- b. Issue and Risk Management Plan (DID M-003);
- c. Configuration Management Plan (DID M-004);
- d. Communication Plan (DID M-005);
- e. Vessel Maintenance Plan (DID T-003); and
- f. Safety Management Plan (DID Q-001).

### **3.3.1.1 Master Project Schedule**

As part of the Project Management Plan, the Contractor must provide a Master Project Schedule (MPS) as per DID M-002.

The MPS must establish the baseline for measuring the progress and performance of the Contractor.

The MPS must clearly identify contractual commitments and milestones in the order of their planned occurrence, in accordance with the schedule requirements, as outlined in the MPS.

The MPS must outline the project milestones, associated activities and deliverables extending from Contract Award through to the end of the lease, including mobilization, operations, planned maintenance, demobilization, training events and project close out activities. This should provide details describing ETV operationalization and required training activities, such as:

- a. The sequence of events and required timeframes associated with each milestone;
- b. Indicate relationships and inter-dependencies between all activities; and
- c. Indicate activities requiring Canada's participation, such as training of both CCG personnel and ETV crew.

The Contractor must update the MPS for delivery as part of the Quarterly Project Progress Report (QPPR) as per DID M-006.

### **3.3.1.2 Contractor Issues and Risk Management Plan**

The Issues and Risk Management Plan (DID M-003) must describe the policies, procedures and management systems for the management of project issues and risks.

The Issue and Risk Management Plan must, as a minimum, involve establishing a Project Action and Issues Register to define how responses to technical and scheduling issues will be managed and communicated within the Contractor's organization and to Canada. The Contractor must provide and update a Project Risk Register for delivery as part of the Project Progress Report each quarter.

### **3.3.1.3 Communication Plan**

The Contractor must deliver a Communication Plan (CDRL M-005) that describes the process and format by which issues, risks, reports and all other information required by Canada will be communicated by the Contractor to Canada.

### **3.3.1.4 Configuration Management Plan**

As part of the Project Management Plan, the Contractor must provide a Project Configuration Management Plan (CMP) (CDRL M-004).

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The CMP must describe the policies, procedures and management systems within the Contractor's organization used to define, and manage deviations from the Baseline Requirements of the ETV during the project.

The CMP must define the following, as a minimum:

- a. The Contractor's plan for monitoring that the ETV Baseline Requirements are being met in order to ensure that the vessel, once in service, fulfills the requirements of the Contract; and
- b. A process for seeking approval from Canada to deviate from the approved requirements (technical and non-technical).

### **3.3.1.5 Vessel Condition Survey/Maintenance Plan**

As part of the Project Management Plan, the Contractor must provide a Vessel Maintenance Plan in accordance with **DID M-006 Vessel Maintenance Plan**.

The Maintenance Plan must provide a Maintenance activity log for delivery as part of the Project Progress Report each quarter for all maintenance conducted in the past quarter and forecast maintenance for the next two quarters.

### **3.3.1.6 Safety Management Plan**

The Contractor must provide the policies, procedures and management systems within the Contractor's organization used to ensure a safe work environment while the vessel is under lease in accordance with **DID Q-001 Safety Management Plan**.

## **3.3.2 Quarterly Project Progress Reports**

The Contractor must submit Quarterly Project Progress Reports in accordance with **DID M-006 Quarterly Project Progress Reports**. The QPPR must reflect the period since the last day covered in the preceding QPPR.

The QPPR must indicate the progress of the work completed, including accomplishments and areas of concern, which must be supported with a written explanation for each item.

The QPPR must include the following items, as a minimum:

- a. A written assessment of the activities undertaken, including both vessel taskings and training activities;
- b. An updated Master Project Schedule, including project activity and milestone accomplishments, as well as areas of concern for each item identified and an explanation of any plans around work as necessary to support project outcomes;
- c. An updated Issues and Risk Register, addressing any technical or schedule areas of concern and identifying the status of all action items arising from project meetings; and

- d. A Risk Register showing updated risk status and mitigation plans.

### **3.3.3 Project Meetings**

The Contractor must hold Project Meetings (CDRL M-007) to ensure that Canada is kept current concerning the performance of the Contractor's contractual obligations and to ensure an exchange of information between the Contractor and Canada.

The Contractor must provide a representative with decision-making authority at all Project Meetings and teleconferences. The representative (s) must satisfy that all project requirements are being met and that the project schedule is maintained.

Unless otherwise stated, the Contractor must provide clerical support for all meetings and must take minutes and record action items of all meetings. Unless otherwise stated, the Contractor must provide a draft of all meeting minutes for review and acceptance by Canada a maximum of five (5) working days following the meeting. The final agreed minutes between the parties must be prepared by the Contractor and forwarded to Canada for acceptance and signature.

The Contractor must record any action items along with the assigned responsibilities and deadlines identified during all meetings. All action items must be consolidated after each meeting and provided to Canada with the meeting minutes. A Project Action Item Register consolidating and recording action items identified during all project meetings is also to be maintained. This should provide a description of the assigned responsibilities and deadlines and identify the designated actionee for each item.

Canada may cancel meetings at its discretion. Rescheduling of meetings must be done by mutual agreement between the Contractor and Canada. Meeting requirements can be satisfied through teleconferences, face-to-face, video conferencing or any other method agreed to between the Contractor and Canada.

Project Meetings must be held during the course of the contract period as indicated below.

#### **3.3.3.1 Project Initiation Meeting**

A Project Initiation Meeting (PIM) must be hosted by Canada at the CCG Victoria Base following contract award.

The Project Initiation Meeting is the first official meeting between the Contractor and Canada. This meeting introduces the members of the Contractor's Project Team and Canada, and provides the opportunity to discuss the role of each team member. Other ongoing priorities in the project that involve Canada may also be discussed at this meeting (ex. schedule).

### **3.3.3.2 Project Progress Review Meeting**

Project Progress Review Meetings (PRM) must be held on a quarterly basis. Meetings may be held more frequently if requested by the Contractor or Canada. The material that informs the QPPR will largely inform the agenda items for these meetings.

The PRM must normally be held at the CCG Victoria base (25 Huron St, Victoria BC) and will be chaired by Canada. The purpose of the PRM is to review the progress of the project, including but not limited to any deviations from the schedule, risks and risk mitigation strategies, and the Project Management Plan as a whole.

The Contractor must prepare and submit a draft PRM agenda to Canada for review and consensus five (5) working days prior to each PRM. The Contractor must prepare and distribute the final agenda at the PRM.

The status of the Master Project Schedule must be a standing item on the agenda for the PRM.

PRM action items must be reviewed during each meeting to provide the status of all items.

### **3.3.3.3 Ad-Hoc Meetings**

Ad-hoc or unscheduled meetings may be required during the course of the project to address issues such as schedule delay, or significant concerns, which warrant immediate discussion or action. An unscheduled meeting may be initiated by the Contractor or Canada.

## **3.4 Vessel Mobilization / De-Mobilization Plan**

### **3.4.1 Mobilization Plan**

The Contractor will provide a plan describing the work required to mobilize the ETV from its initial condition to meet the Baseline Requirements of the vessel and the functional requirements as described in this Statement of Work and the CONOPS.

The mobilization plan must ensure the first ETV can begin operations no later than 30 September 2018 and the second ETV can do so no later than 30 September 2019. This deliverable should also describe whether mobilization can be achieved earlier and under what considerations, constraints and costs. Where the ETV Baseline Requirements refer to certification in accordance with regulations, the appropriate documents must accompany the deliverable item, as proof of compliance.

The Mobilization plan must be acceptable to Canada and provide details as described under DID T-001.

### **3.4.2 De-Mobilization Plan**

The Contractor will provide a plan describing the work required to de-mobilize the ETV from its operating condition to its release from service. This work will include removal of Government Furnished Equipment and painting to its original schema and other work as agreed by Canada. De-mobilization work will occur after the lease period is complete.

The De-Mobilization plan must be acceptable to Canada and provide details as described under DID T-002.

### **3.5 Skills and Knowledge Transfer Plan**

The Skills and Knowledge Transfer Plan must be designed to enable personnel designated by the CCG, to obtain knowledge and understanding of large vessel towing operations. The Contractor must provide a Skills and Knowledge Transfer Plan that achieves this objective for CCG Officers, crew and other personnel as designated by Canada (DID I-001).

The comprehensive training solution must closely reflect the training methodology used to qualify ETV personnel. The training solution must provide a safe environment for CCG students to become familiar with towing processes, procedures and risks associated with this type of operation. The curriculum for this training plan must consist of, at minimum, classroom component, simulation based training, hands-on practice for escort and emergency towing and ship-wide exercises. Hands-on practice must involve rotating CCG personnel through either the CCG leased ETV's or other vessels as provided by the contractor engaged in harbor towing, escort towing, long distance towing, anchor handling and/or standby activities.

Unless otherwise agreed, the Contractor must provide a complete set of training materials and manuals to each candidate upon arrival to training. All training materials and manuals must be provided in hard copy and will be retained by each candidate. This will include the adaption or production of an On-the-Job-Training manual for key personnel (Master, Chief Officer, Deck Watchkeeping Officer, Boatswain, Chief Engineer, Senior Engineer, Engineering Watchkeeping Officer, others as appropriate).

The Contractor must deliver to Canada a video recording of one complete Towing introductory course. Video recordings of training will be used for the sole purpose of providing initial and recurring training to CCG personnel.

#### **3.5.1 Training Schedule**

The Contractor must provide a training Schedule that must also form part of the Master Project Schedule (MPS). The schedule must be updated quarterly and reported via the Progress Report as per section 3.3.2 of this SOW.

### **3.5.2 In-class component**

The Contractor must provide in-class training to CCG students designated by the CCG training coordinator that provides students with a thorough knowledge of the ETV and its specialized equipment used for large vessel towing operations. Students will include officers and crew members from each CCG region as well as designated office workers from regional and national headquarters and instructors from the CCG College. The Contractor will be responsible for the provision of the course material and instructor. Canada will provide classroom facilities in the required CCG region.

The Contractor must provide the in-class program curriculum and materials to Canada for review and comment, four (4) weeks prior to the commencement of the first training course for review and approval.

The Contractor must provide Canada with a written release and any other licence or authorization necessary to permit Canada to update, refine, translate, reproduce and use the Contractor provided training material so that Canada may conduct its own initial and recurrent training at the CCG College.

Training will be provided in all three regions as identified in the MPS and coordinated with Canada. The classroom component must be bilingual and must be delivered in English or French as determined by Canada, at facilities as jointly agreed by the Contractor and Canada. The Contractor must deliver one course per CCG region per quarter to be provided in designated locations by the CCG with a maximum of 12 students per course. Canada reserves the right to cancel training sessions with 4 weeks notice. The training must prepare students for the next stage of training.

### **3.5.3 Simulation**

The contractor must provide Simulation-based training utilizing the Contractors or, a commercial, full mission bridge simulator to perform simulations of emergency towing scenarios utilizing various types of disabled vessels and weather/sea conditions. This training must be delivered in English.

The Contractor must deliver one course per quarter to a maximum of 12 students per course at a facility within Canada. Students for this training will be selected by Canada from students who have successfully completed the in-class training.

### **3.5.4 Live training**

The Contractor must provide a "Live" training component that includes, at minimum, familiarisation and drills. This training must be conducted in controlled conditions on board the leased ETV or other vessels provided by the Contractor engaged in harbor towing, escort towing, long distance towing or anchor handling. Participants designated by Canada will be graduates from the in-class training. This training must be delivered in English.

### **3.5.5 Exercises**

The Contractor must develop exercise scenarios for each ETV on a yearly basis in coordination with Canada. The exercise scenario must include at minimum, the ETV and a “casualty” vessel for practice towing. Costs for the “casualty” vessel will be invoiced separately. The Contractor must accommodate up to eight observers, designated by CCG, on the ETV and “casualty” vessel. The contractor must deliver the exercise scenario at least 3 months prior to its proposed date. Canada will schedule the exercise no earlier than the proposed date and no later than one month past the proposed date. Canada reserves the right to cancel the exercise with six weeks-notice of planned date with no penalty.

### **3.5.6 Refresher training / Aide-mémoire**

The Contractor must provide a shortened training package that can be delivered on a yearly-basis to personnel who have completed a full cycle of contractor provided training.

### **3.5.7 Training Program development**

The Contractor must provide Subject Matter Expert (SME) support to the CCG College in its development of its own ETV training package. The Contractor must provide ten days of SME support every year throughout the lease period. The CCG will retain all Intellectual Property regarding the curriculum and training program developed by the CCG College.

## **3.6 ETV Crew training**

The Contractor must provide a Human Resources Plan (HRP) (CDRL I-002) that details its approach in ensuring that it has the required human resource capacity with the experience, education and qualifications to successfully manage and complete the work required by this contract.

### **3.6.1 ETV requirements**

The Contractor must provide a list of its ETV officers and crew and their qualifications that demonstrate compliance with the requirements of operating the ETV. This list must be included and updated in every Quarterly Project Progress Report (QPPR).

The Contractor must report all training activities by ETV officers and crew, undertaken to maintain their status as crew members of the ETV in the QPPR. The report must include training completed since the last QPPR and training planned in the six month period following the date of the QPPR. The Contractor must provide a plan that describes how staffing will be maintained given planned training.

### **3.7 Documentation Reviews**

The Contractor must provide any draft documents for review and comment to Canada via email to minimize delays and optimize resources.

The Contractor must address and incorporate comments received from Canada into their final documents. The review cycles will be agreed upon between Canada and the Contractor unless otherwise specified in the Statement of Work. Where deemed necessary by Canada, additional document reviews must be held at the discretion of Canada.

### **3.8 Presentations**

#### **3.8.1 Delivery Ceremony**

The Contractor must include provisions to host an “Entry into Service Ceremony” on the ETV at the start of operations. The ceremony may include Government of Canada personnel, dignitaries and media.

#### **3.8.2 Photographs**

The Contractor must allow Canada to have photographs and video and audio recordings taken on the vessel.

## **ETV BASELINE REQUIREMENTS**

### **1 INTRODUCTION**

This statement of requirements details the mandatory, functional and desirable requirements for two Emergency Towing Vessels (ETV's). The requirement is based upon the provision of an escort tug, salvage tug or offshore support type vessel fitted and equipped for ocean and emergency towage operations in all weather conditions.

### **2 MANDATORY VESSEL AND CREW REQUIREMENTS**

- a) The vessel must be certificated, operated, manned and maintained in accordance with the requirements of Canadian Flag State for SOLAS with an Unlimited Voyage certification during the lease period and subject to annual verification by CCG;
- b) The vessel must be International Safety Management (ISM) certified with a demonstrable safety culture and subject to annual verification by CCG;
- c) The vessel owner must have a certified ISO 9000 Quality Management and an ISO 14001 Environmental Management System in place and subject to annual verification by CCG;
- d) The vessel must be maintained in Class by a Canadian recognized classification organization and subject to annual verification by CCG;
- e) The vessel must be manned by a master and crew with demonstrable, minimum five years, experience in ocean and emergency towing. Evidence of professional competency and experience of the proposed vessel crew must be produced to CCG prior to delivery (and upon request at any time). This must include all crewmembers having attended an emergency towing course provided through an established in-house training program or, by a marine training institution or external service provider. Demonstrable emergency towing experience may consist of any combination of participation in documented actual incidents, participation in an emergency towing vessel response scheme/organization, participation in live vessel training exercises using large commercial vessels and/or simulator training involving any or all of the former;
- f) The crew complement must be at least twelve consisting of a minimum of five STCW certificated officers. These would normally be the Master, two Deck Officers and two Engineering Officers;

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- g) The vessel must be in possession of an inspection report in accordance with either the Common Marine Inspection Document (CMID) as published by the International Marine Contractors Association (IMCA) or, the Offshore Vessel Inspection Database (OVID) as published by the Oil Companies International Marine Forum (OCIMF) completed by an accredited surveyor no more than 30 days prior to delivery of the vessel to the charterer. Corrective actions in the report findings must be corrected prior to delivery of the vessel;
- h) The vessel must be in possession of a valid Towing Vessel Approvability Certificate for a minimum rating of Unrestricted Towages (U) and entry into the Towing Vessel Approvability Scheme (TVAS) database as administered by GL Noble Denton prior to delivery of the vessel to CCG and to remain in force during the term of the lease;
- i) The vessel must exert a minimum continuous bollard pull of no less than 120 tonnes when all required engine driven consumers (shaft generators, etc.) are taken into account;
- j) The vessel must possess a maximum speed of no less than 15 Knots which must be confirmed by electronic data acceptable to CCG and/or the builder's sea trial report;
- k) The vessel must possess a maximum, summer load draft of 6.0m or, the ability to operate at a draft of 6.0m as a documented condition in the vessel's stability book;
- l) The vessel must have a designated "Rescue Zone" on either side of the vessel;
- m) The vessel must be fitted with a rigid hull inflatable rescue boat, no less than 7.0m LOA with a single point launch and recovery davit;
- n) The vessel must have the endurance to operate continuously at sea for no fewer than 10 days at the documented maximum rate of fuel consumption;
- o) The vessel must operate with documented maximum fuel efficiency while loitering on-station or, at anchor (Fuel consumption rates for all modes of operation must be provided to the charterer.);
- p) The vessel when operational (exclusive of maintenance periods), must be maintained and operated in a condition that permits achieving 98% or more availability and allows the vessel to be mobilized within 30 minutes of being tasked;
- q) The vessel must be less than 20 years old at commencement of lease;

Draft CCG Emergency Towing Vessel Baseline Requirements  
Appendix A to Annex A to F7017-160056

- r) The vessel must possess additional, Maritime Labor Convention compliant accommodations for a minimum of eight persons (Persons may consist of mixed genders and/or, a mix of officers and crew requiring single and/or double cabins.) for the purposes of CCG crew training and the delivery of other CCG program work;
- s) The vessel must be identified as a CCG vessel by a painted, white diagonal hull stripe with painted contrasting borders and the “Coast Guard / Garde côtière” word mark (Either painted or as decal.) on either side of the hull in a contrasting color as per the Federal Identity Program in accordance with addendum 1 to this appendix. The identification must be maintained for the duration of the lease period;
- t) The vessel must be capable of sending and receiving email with or without attachments by both cellular and satellite means of communication.
- u) The vessel must carry a CCG provided emergency towing kit for use at the discretion of the vessel operator (addendum 3 for tow kits specifications). This will be on a user replacement basis for breakage, subject to allowance for fair wear and tear;
- v) The vessel must carry search and rescue (SAR) specific equipment as per CCG Fleet Order (CGFO) 207 (addendum 2 to this appendix); and
- w) The vessel must have space to accommodate and install Environmental Response equipment provided as GFE during the mobilization period (space and weight requirements are found in addendum 3 (to be determined) to this appendix) without interfering with the vessel’s towing capability.

### **3 DESIRABLE VESSEL AND CREW CAPABILITIES**

- a) The vessel should have a marine, deck crane with a working radius covering the majority of the work deck area, minimum 20 tonne SWL on main hoist. A secondary hoist of 8 tonne SWL is also desirable;
- b) The vessel should have a clear, unobstructed bulwark and (where fitted) cargo/tow rail opening (Minimum 4.0 m.) on either or, one side of the vessel to facilitate the handling of aids to navigation or, other over-the-side equipment;
- c) The vessel should have a second rigid hull inflatable rescue boat, no less than 7.0m LOA with single point launch and recovery davit;
- d) The vessel should have, a designated helicopter winching area at the stern or the bow of the vessel;

Draft CCG Emergency Towing Vessel Baseline Requirements  
Appendix A to Annex A to F7017-160056

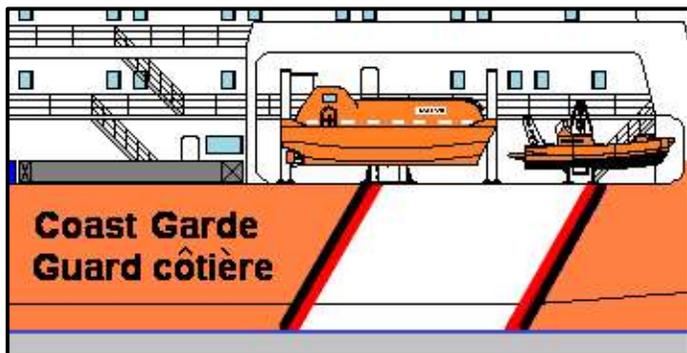
- e) The vessel should have a hospital with access from the “Rescue Zone”;
- f) The vessel should have an Over-the-side handling equipment fitted or, fitted for but not with for deployment of up to light/medium work class (<2,000 m operating depth, 20-100 HP, weight 1,000-2,200 kg, payload 100-200 kg) Remotely Operated Vehicle (ROV);
- g) The vessel should have Azimuthing Stern Drive (ASD) propulsion and/or machinery redundancy through dynamic positioning (DP2) capability and corresponding class notation;
- h) The vessel should have a Class environmental (Green or Clean) notation where initiatives or measures have been undertaken on propulsion, emission and waste control systems, HVAC and hotel services, etc.;
- i) The vessel should possess of a valid Towing Vessel Approvability Certificate for a rating of Ocean-Going Salvage Tug (ST);
- j) The vessel should have Oil recovery capability and possession of a Class, “Oil Recovery” notation;
- k) The vessel should possess an IMO Oil Recovery Training certification for the Master and crew.
- l) The vessel should possess additional, Maritime Labor Convention compliant accommodations for a minimum of twelve persons (Persons may consist of mixed genders and/or, a mix of officers and crew requiring single and/or double cabins.) for the purposes of CCG crew training and the delivery of other CCG program work;
- m) The vessel should be fitted with a VHF automatic direction finder and a VHF-AM (aircraft band) radio to facilitate support to the Search and Rescue program.

CCG Emergency Towing Vessel Baseline Requirements  
Addendum 1 to Appendix A to Annex A to F7017-160056

CCG Fleet Federal Identify Program Guide

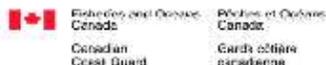


Examples of Contrasting Hull Markings



CCG Emergency Towing Vessel Baseline Requirements  
 Addendum 2 to Appendix A to Annex A to F7017-160056

CCG Fleet Order 207 – SAR Equipment on board CCG Ships



# FLEET ORDER

## FO 207.00 SAR EQUIPMENT ON BOARD CANADIAN COAST GUARD SHIPS

Original: 1991-10-17      Revised: 2012-07-26

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CCG Emergency Towing Vessel Baseline Requirements  
Addendum 2 to Appendix A to Annex A to F7017-160056

## CCG Emergency Towing Vessel Baseline Requirements Addendum 3 to Appendix A to Annex A to F7017-160056

Space and Weight requirements for Tow Kits and Environmental Response equipment

### Emergency Tow-Kits

Under the OPP the CCG will acquire, install, train, and exercise with rapidly deployable emergency towing packages on major CCG vessels as well as at strategically located staging areas. As not all vessels are the same, and the kits need to be helicopter deployable, a one size fits all is inappropriate. Initial estimates were that 2 types of emergency tow kits, a small and a large, would suffice. This estimate was predicated on the US state of Alaska Emergency Towing System (ETS). Further research has since discarded the Alaska ETS model, due to its high weight, and the IMO guideline for emergency towing arrangements on tankers (resolution MSC.35(63) standards will be used to determine the most suitable ETS for the CCG. The IMO resolution sets standards for tankers between 20,000 and 50,000 DWT and above 50,000 DWT. Industry has created, and is marketing two types of ETS to meet the IMO resolution requirements, additionally, they have developed an ETS for vessels below 20,000 DWT.

### Small Emergency Tow Kit

The Emergency Towing System (ETS) for vessels below 20,000 DWT, due to its light weight and 50 T(m) working strength is suited for vessels with a theoretical, or actual, bollard pull below 35 T(m) or space and weight limitations. This ETS will be air deployable by both the light and medium lift CCG helicopters.

- Lighted retrieval buoy (COTS similar to life ring light)
- Means to connect lighted retrieval buoy to messenger line spliced eye.
- 200 M (650 feet) messenger line
  - Floating
  - Bright colour (yellow, white, orange, etc.) to distinguish it from ambient colours of the surrounding waters.
  - Minimum breaking load 78.45 KN (8 T(m)) in spliced rope.
  - Thimble capable of accommodating 5 T(m) KG SWL shackle one end.
  - 1.6 M (6 foot) spliced eye one end. Eye shall be fitted with independent chafe protection.
- 5 T(m) SWL shackle (shackle must be rust proof and may be screw or bolt type)
- 92 M (300 feet) towline.
  - Floating
  - Minimum breaking load 1000 KN (102 T(m)) in spliced rope.
  - 2.5 M (8 foot) spliced eye both ends. Eyes shall be fitted with independent chafe protection.
- 55 T(m) SWL shackle (shackle must be rust proof and may be screw or bolt type)
- Air deployable container with mechanically locking lid.
- Total weight, including container, cannot exceed 200 Kg (440 Lbs)

#### **Additional tow line segments** (does not contribute to total weight)

- 2 - 55 T(m) SWL shackle (shackle must be rust proof and may be screw or bolt type)

## CCG Emergency Towing Vessel Baseline Requirements Addendum 3 to Appendix A to Annex A to F7017-160056

- 92 M (300 feet) towline.
  - Floating
  - Minimum breaking load 1000 KN (102 T(m)) in spliced rope.
  - 2.5 M (8 foot) spliced eye both ends. Eyes shall be fitted with independent chafe protection.

### Large Emergency Tow Kit

The Emergency Towing System (ETS) for vessels between 20,000 and 50,000 DWT with its working strength of 102 T(m) is suited for vessels with a theoretical, or actual, bollard pull above 50 and below 90 T(m). This ETS will be air deployable by both the light and medium lift CCG helicopters.

- Lighted retrieval buoy (COTS similar to life ring light)
- Means to connect lighted retrieval buoy to messenger line spliced eye.
- 200 M (650 feet) messenger line
  - Floating
  - Bright colour (yellow, white, orange, etc.) to distinguish it from ambient colours of the surrounding waters.
  - Minimum breaking load 200 KN (24.4 T(m)) in spliced rope.
  - Thimble capable of accommodating 13 T(m) SWL shackle one end.
  - 1.6 M (6 foot) spliced eye one end. Eye shall be fitted with independent chafe protection.
- 13 T(m) SWL shackle (shackle must be rust proof and may be screw or bolt type)
- 92 M (300 feet) towline.
  - Floating
  - Minimum breaking load 2000 KN (204 T(m)) in spliced rope.
  - 2.5 M (8 foot) spliced eye both ends. Eyes shall be fitted with independent chafe protection.
- 105 T(m) SWL shackle (shackle must be rust proof and may be screw or bolt type)
- Air deployable container with mechanically locking lid.
- Total weight , including container, cannot exceed 360 Kg (794 Lbs).

#### **Additional tow line segments** (does not contribute to total weight)

- 2 - 105 T(m) SWL shackle (shackle must be rust proof and may be screw or bolt type)
- 92 M (300 feet) towline.
  - Floating
  - Minimum breaking load 2000 KN (204 T(m)) in spliced rope.
  - 2.5 M (8 foot) spliced eye both ends. Eyes shall be fitted with independent chafe protection.

## Extra Large Emergency Tow Kit

The Emergency Towing System (ETS) for vessels over 50,000 DWT with its working strength of 204 T(m) is suited for vessels with a theoretical, or actual, bollard pull above 90 T(m). This ETS will be air deployable by medium lift CCG helicopters.

- Lighted retrieval buoy (COTS similar to life ring light)
- Means to connect lighted retrieval buoy to messenger line spliced eye.
- 200 M (650 feet) messenger line
  - Floating
  - Bright colour (yellow, white, orange, etc.) to distinguish it from ambient colours of the surrounding waters.
  - Minimum breaking load 200 KN (24.4 T(m)) in spliced rope.
  - Thimble capable of accommodating 13 T(m) SWL shackle one end.
  - 1.6 M (6 foot) spliced eye one end. Eye shall be fitted with independent chafe protection.
- 13 T(m) SWL shackle (shackle must be rust proof and may be screw or bolt type)
- 92 M (300 feet) towline.
  - Floating
  - Minimum breaking load 4000 KN (408 T(m)) in spliced rope.
  - 2.5 M (8 foot) spliced eye both ends. Eyes shall be fitted with independent chafe protection.
- 205 T(m) SWL shackle (shackle must be rust proof and may be screw or bolt type)
- Air deployable container with mechanically locking lid.
- Total weight, including container, cannot exceed 460 Kg (1014 Lbs)

### **Additional tow line segments** (does not contribute to total weight)

- 2 - 205 T(m) SWL shackle (shackle must be rust proof and may be screw or bolt type)
- 92 M (300 feet) towline.
  - Floating
  - Minimum breaking load 4000 KN (408 T(m)) in spliced rope.
  - 2.5 M (8 foot) spliced eye both ends. Eyes shall be fitted with independent chafe protection.

CCG Emergency Towing Vessel Baseline Requirements  
Addendum 3 to Appendix A to Annex A to F7017-160056

## **Environmental Response Equipment**

Specifications to be inserted.



Fisheries and Oceans  
Canada

Pêches et Océans  
Canada

Canadian  
Coast Guard

Garde côtière  
canadienne

# CCG Fleet Federal Identity Program Guide



Safety First, Service Always



CCG Fleet – Federal Identity Program Guide

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Disponible en français : Guide du Programme de coordination de l'image de marque



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*Please note that the plans included in the appendices of this document are being translated.*

## Acronyms

English	Français	Definition	Définition
CCG	GCC	Canadian Coast Guard	Garde côtière canadienne
DFO	MPO	Department of Fisheries and Oceans	Ministère de pêche et océans
FIP	PCIM	Federal Identity Program	Programme de coordination de l'image de marque
NRT	JR	Net Registered Tonnage	Jauge de registre
ON	NM	Official Number	Numéro matricule



## Chapter 1 INTRODUCTION

---

The Federal Identity Program (FIP) is the Government of Canada's corporate identity program. It helps project the government as a coherent, unified administration and enables Canadians to recognize — at a glance — that their government is at work for them. It also facilitates access to government programs and services through clear and consistent identification.<sup>1</sup>

For the Canadian Coast Guard (CCG), the Federal Identity Program helps the international community, as well as the Canadian public, identify us and recognize the many types of roles we play from sea to sea.

This guide provides a general description of the various elements of the FIP for CCG vessels, ACV and helicopters, and provides instruction on the approval process for its specific application for each class of vessels.

---

<sup>1</sup> <http://www.tbs-sct.gc.ca/fip-pcim/index-eng.asp>



## **Chapter 2      APPROVAL PROCESS**

---

The approval of the application of these FIP guidelines to operational CCG asset fall under the authority of the Operations Directorate.

All new constructions or acquisitions shall obtain FIP designs approved by the Director General (DG) Operations through the Director, Operational Support.

Existing CCG assets with deficient markings shall be adjusted at their next refit in order to comply with the CCG Fleet FIP. Review of the markings shall be done in consultation with the Director, Operational Support to get an approved FIP design by the DG, Operations prior to the changes being made.

General applications of the Federal Identity Program for vessels' class, ACV's and helicopters are detailed in the annexes and specific plans are also included.



## Chapter 3 STANDARDIZED PAINT COLOURS

---

To ensure the consistent application of the FIP, the Canadian Coast Guard Fleet chose to use the European RAL and European design system standards to identify the colours to use to paint CCG vessels as follows:

- CCG Red: RAL3000
- White: RAL9003
- Beige / Buff: RAL Design 070 7040
- Black: RAL9004
- Yellow: RAL1003
- Deck Grey: RAL7042
- Deck Red Brown: RAL3011

The number RAL 070 7040 represents a colour with hue H = 070, lightness L = 70 and chroma C=40. **The hull and the maple leaf** on the funnel shall be painted in CCG Red.

**The diagonal stripe, superstructure / house, hull markings, lifting davits, and railings** shall be painted in white.

**The lifting gear and masts** shall be painted in beige, except where they are in close proximity to the stack and subject to continual sooting. In this case, the mast should be painted black from the height of the top of the stack to the top. If masts or goal posts are located such that their location and beige colour interferes with the proper lookout being stood on the bridge, the aft side should be painted a matte black.

**Running blocks close to the hooks** shall be painted with black and yellow ‘tiger stripes’. Tiger stripes are meant to catch the attention from the corner of the eye, as to a swinging hook. All other blocks shall be painted in the colour of the ship’s structure closest to the block. Therefore, blocks hanging off the derrick, should be beige, and blocks located on the bridge front should be white.

**Bulwark rails<sup>2</sup> (steel) and fairleads, bollards and capstan drums** shall be painted in black.

**Flight Deck Marking** shall comply with the [Guidelines Respecting Helicopter Facilities on Ships - TP 4414 E](#).

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<sup>2</sup> Definition: Bulb-angle or other special section by which the upper edge of the bulwark plating is stiffened.

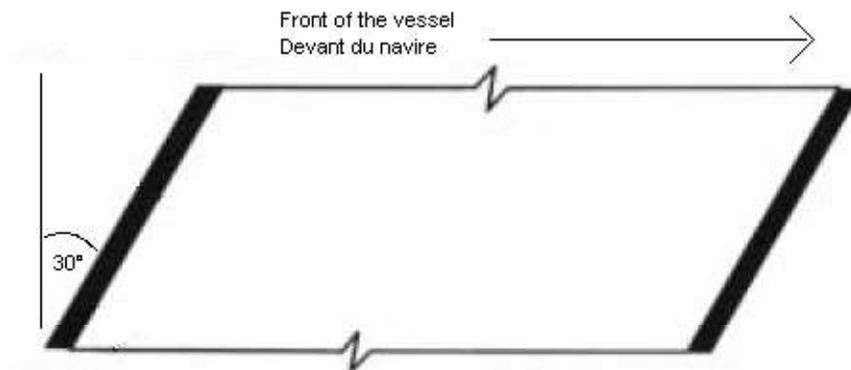


## Chapter 4 DIAGONAL STRIPE

The diagonal white stripe shall be applied at an angle of 30 degrees to the vertical, as indicated on the picture below. It shall lean forward on both sides, and go from the lower left to the upper right on the starboard side of the vessel, and lower right to upper left on the port side of the vessel.

The stripe shall be bordered on either side by a delineating fine black line. The total width of this diagonal stripe (excluding the delineating black line) shall be approximately 1/15 of the overall length of the vessel. The diagonal stripe shall normally be located in the middle third of the hull length. The forward top corner of the diagonal stripe shall start at a point on the edge of the deck in line with the most forward part of the superstructure at deck level.

The delineating black lines, on each side, of the white stripe shall measure 1/30 of the horizontal width of the white stripe.



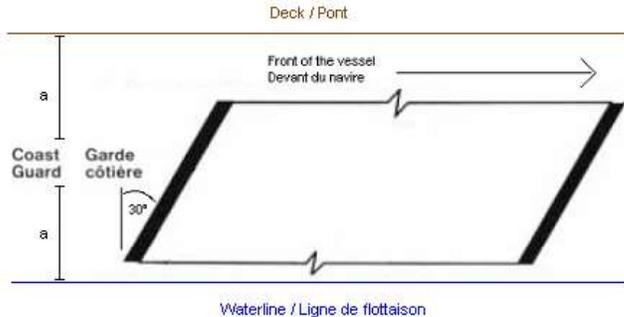


## Chapter 5 SERVICE TITLE

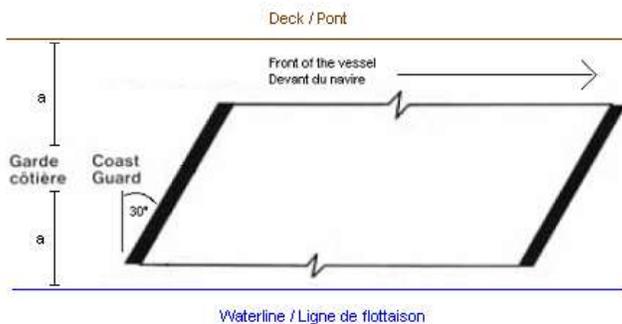
The service title, "Coast Guard / Garde côtière", shall be positioned 3 character spaces aft of the white stripe on both sides of the hull. The size of the lowercase letters comprising the service title shall be determined proportionally with reference to overall vessel length, as shown in the table, section 5.1, so that the same stencils can be re-used for more than one vessel of similar size. The service title shall be typeset in white (RAL9003), in MS Sans Serif. The same font shall be used in the English and French versions of the service title.

The service title shall also be placed directly in the middle of the waterline and the deck above it.

The order of appearance of the languages is determined by the official language of the majority of the population of the province or territory to which the vessel is assigned. Thus, French appears to the left in the province of Quebec, and English to the left in the other provinces and the territories. Should a ship or an aircraft be reassigned from another Region on a long-term basis then that ship or aircraft would be remarked at the first major refit or major aircraft overhaul as appropriate to reposition the French and English words of the Service Title in the correct order.



OR / OU



### **5.1 Height of Service Title**

<b>Vessel Length (in metres)</b>	<b>Height of Service Title</b>
10 – 19.99	100 mm
20 – 29.99	150 mm
30 – 49.99	250 mm
50 – 69.99	350 mm
70 – 79.99	450 mm
80 – 99.99	500 mm
100 – 109.99	600 mm
110 – 120	700 mm

## Chapter 6 DEPARTMENTAL SIGNATURE

The departmental signature shall appear on both sides of the hull, astern, in line with the service title, "Fisheries and Oceans Canada / Pêches et Océans Canada". The size of the lowercase letters shall be determined proportionally with reference to the overall vessel length, as shown in the table, section 6.1. The same font shall be used in the English and French versions of the signature. Characters shall be typeset in white (RAL9003), in MS Sans Serif.

The top of the lowercase letters of the first line of the Departmental Signature is to align with the top of the lowercase letters of the Service Title.

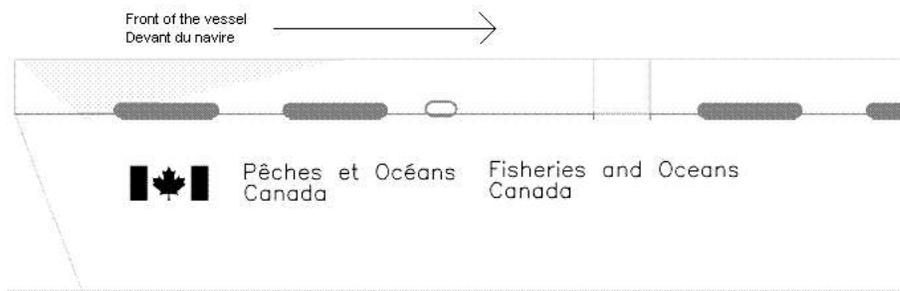
The space between the Canadian flag and the Departmental Signature shall be of 3 character spaces (lowercase "a"). The same space is used to separate the English and French wording.

The ratio between the type size and the height of the flag symbol is 1:1.7.

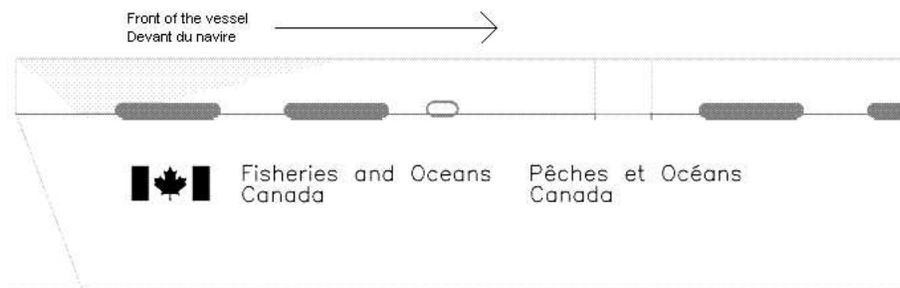
The base of the symbol and the base line of the type are aligned horizontally.

The order of appearance of the languages is determined by the official language of the majority of the population of the province or territory to which the vessel is assigned. Thus, French appears to the left in the Quebec province, and English to the left in the other provinces and the territories. Should a ship or an aircraft be reassigned from another Region on a long-term basis then that ship or aircraft would be remarked at the first major refit or major aircraft overhaul as appropriate to reposition the French and English words of the Departmental Signature in the correct order.

For vessels assigned to the Quebec region:



For vessels assigned outside of the Quebec region:



## **6.1 Height of Departmental Signature**

<b>Vessel Length (in metres)</b>	<b>Height of Departmental Signature</b>
10 – 19.99	50 mm
20 – 29.99	75 mm
30 – 49.99	125 mm
50 – 69.99	175 mm
70 – 79.99	225 mm
80 – 99.99	250 mm
100 – 109.99	300 mm
110 – 120	350 mm

## Chapter 7 WORDMARK

The “Canada wordmark” is the global identifier of the government and is the dominant graphic symbol in the Federal Identity Program (FIP). It is used, therefore, by the CCG in all applications and presented in prominent position in relation to the CCG signature to reinforce the federal presence.

The wordmark consists of the word “Canada”, which appears in modified Baskerville typeface, and a flag symbol over the final “a”. The wordmark has an established relationship between the typography and the flag symbol which shall be not altered in any way.

The Canada wordmark shall appear on both sides of the vessel, centred under the wheelhouse deck, in a modified Baskerville typeface. The scale of the wordmark is 2.8 times the size of the signature. The wordmark shall be painted in black (RAL9004). Decals must be used. The size of the Canada wordmark shall be determined proportionally with reference to the overall vessel length, as shown in the table below, section 7.1.

The height, in millimetres, of the lowercase characters shall be used in determining the spatial relationships.



### 7.1 Height of Wordmark

Vessel Length (in metres)	Height of Wordmark
10 – 19.99	150 mm
20 – 29.99	200 mm
30 – 49.99	325 mm
50 – 69.99	500 mm
70 – 79.99	625 mm
80 – 99.99	700 mm
100 – 109.99	850 mm
110 – 120	1000 mm

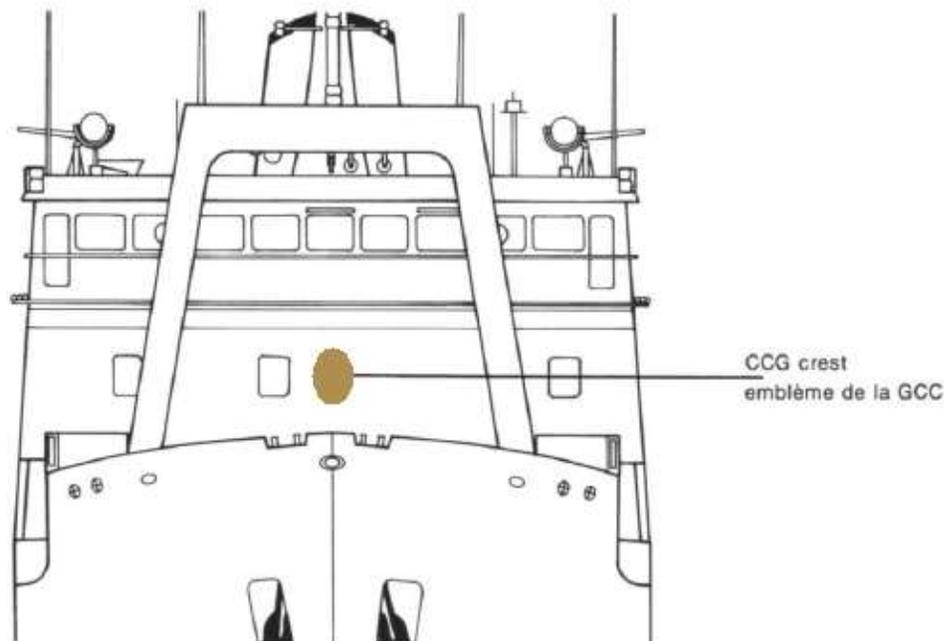


## Chapter 8 BADGE

The armorial CCG Badge<sup>3</sup> must be located on all vessels with an enclosed superstructure. It shall be centred on the outer front edge of the wheelhouse, above the builder's plaque, at an appropriate height, so that the details are visible and easily recognizable from the deck.

The badge shall always be mounted on a white surface background. The size of the badge shall be determined proportionally with reference to the overall vessel length, as shown in table 8.1 below.

The badge is not usually illuminated when underway, but an external light source may be used when the vessel is alongside.



### 8.1 Height of Badge

Vessel Length (in metres)	Height of Badge	Reference Number
< 19	229 mm	9905-0020
19-60	457 mm	9905-0146
> 60	914 mm	9905-0147

<sup>3</sup> [Graphic Standards Manual Design Elements](#)



## Chapter 9 FUNNEL MARKINGS

Vessels fitted with funnels will be identified with a red maple leaf (RAL3000) located on both outboard sides of the white funnel. The maple leaf will normally be positioned on the centre line of the funnel.

The scale of the maple leaf shall represent a **maximum** of 5/7 of the funnel height. It shall be located at a **minimum** of 1/5 of the height of the leaf from the side edges of the funnel. However, the maple leaf shall not be located higher than 500 mm from the edges of the funnel.

A black (RAL9004) line is normally painted around the top of the funnel. Exhaust piping shall be painted black as well.





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## Chapter 10 SHIP NAME

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The vessel name<sup>4</sup> must be marked in white (RAL9003) on each bow and the vessel name and port of registry must also be marked on the stern. If the vessel has a square bow, the name of the vessel may be marked on some clearly visible exterior part of the bow in order to avoid obliteration. The markings may be made by the use of any means and materials which result in long-lasting markings. All letters must be at least 100 mm in height, made in clearly legible letters of the Latin alphabet (MS Sans Serif), Arabic or Roman numerals. Ports of registry marking may consist of the port only, or may include both the port and the province. Only the province may be abbreviated by using the two letter Canada Post symbol.

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<sup>4</sup> Information provided by the Registry of Vessels, Maritime Safety, Transport Canada.  
<http://www.tc.gc.ca/eng/marinesafety/oep-vesselreg-registration-faqs-2235.htm#q1-05>.



## **Chapter 11 REGISTER TONNAGE AND OFFICIAL NUMBER**

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Both the official number and register tonnage<sup>5</sup> shown on the Certificate of Registry must be marked in block-type Arabic numerals at least 40 mm high on some clearly visible interior structural part of the hull. The register tonnages must be preceded by the abbreviation “N.R.T.” and the official number by the abbreviation “O.N.”. These numbers must be permanently affixed so that alteration, removal, or replacement would be obvious and cause some scarring or damage to the surrounding hull area.

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<sup>5</sup> Information provided by the Registry of Vessels, Maritime Safety, Transport Canada.  
<http://www.tc.gc.ca/eng/marinesafety/oep-vesselreg-registration-faqs-2235.htm#q1-05>.



## Chapter 12 OTHER EXTERIOR MARKINGS

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All other external markings shall be applied in white (RAL9003) on a red hull (RAL3000). Bow thrusters and propeller warning markings in addition to the emergency and fire-related markings shall be permanently applied to the hull or superstructure in a conspicuous location.

These markings are to be a minimum 800 mm tall and minimum 800 mm wide.





## **Chapter 13    SUPPLEMENTARY ACTIVITY IDENTIFICATION**

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Because of special operational requirements, authorization to use supplementary activity identifications (on vessels, helicopters, ACVs, equipment, etc.) may be granted by DG Fleet through the Director of Operational Support, based on the mission of the vessel.

Such marking would be added on the superstructure of vessels, helicopters or ACVs and may include, in black (RAL9004), the basic Canadian Coast Guard scheme and markings specific to Special Operations. When keywords are used such as "Police", the font shall be in MS Sans Serif.

Small vessels without a superstructure, assigned to special operations, may include the identification on another part of the shell.



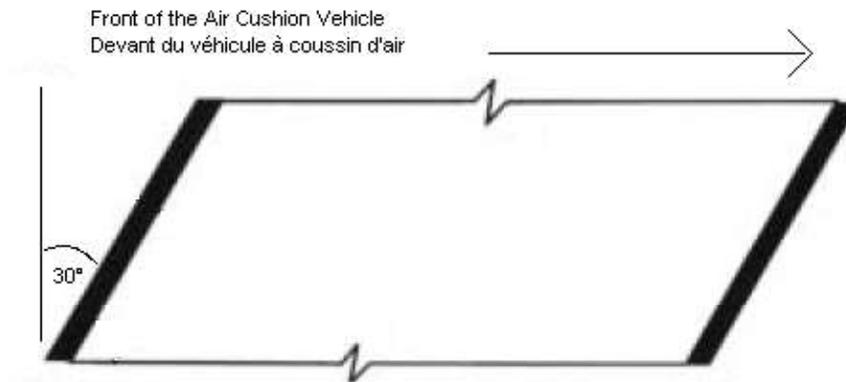
## Chapter 14 AIR CUSHION VEHICLE

### 14.1 Diagonal White Stripe

The diagonal white stripe shall be applied at an angle of 30 degrees to the vertical as indicated on the picture below. It will be placed at the location indicated on the plan — The diagonal stripe should be located in the middle third of the outboard side of the lift fan compartment length.

The stripe shall be bordered on either side by a delineating fine black line. The total width of this diagonal white stripe (excluding the delineating black line) shall be approximately 1/15 of the overall length of the ACV.

The delineating black lines on each side of the white stripe shall measure 1/30 of the horizontal width of the white stripe.



### 14.2 Service Title

The service title, "Coast Guard/Garde côtière", will be placed at the location indicated on the plan and shall be positioned three lower case "a" character spaces aft of the white stripe on both sides of the lift fan compartment. It must be centered vertically on the lift fan compartment. French and English must also be separated by three character spaces.

The size of the lowercase letters comprising the service title shall be determined proportionally with reference to overall vessel length, as shown in the table, section 5.1 of this document. The service title shall be typeset in white (RAL9003), in MS Sans Serif. The same font shall be used in the English and French versions of the service title.

The order of appearance of the languages is determined by the official language of the majority of the population of the province or territory to which the ACV is assigned. Thus, French appears to the left in the province of Quebec, and English to the left in the other provinces and the territories. Should an ACV be reassigned from another Region on a long-term basis then that ACV would be remarked at the first major refit as appropriate to reposition the French and English words of the Service Title in the correct order.

### **14.3 Departmental Signature**

The departmental signature shall appear on both sides and after the extremity of the lift fan compartment on the same lower line as the service title of Coast Guard. The size of the lowercase letters shall be determined proportionally with reference to the overall ACV length, as shown in the table, section 6.1 of this document. The same font shall be used in the English and French versions of the signature. Characters shall be typeset in white (RAL9003), in MS Sans Serif.

The English and French should be separated by three character spaces (lowercase "a").

The ratio between the type size and the height of the flag symbol is 1:1.7.

The base of the symbol and the base line of the type are aligned horizontally.

The order of appearance of the languages is determined by the official language of the majority of the population of the province or territory to which the ACV is assigned. Thus, French appears to the left in the Quebec province, and English to the left in the other provinces and the territories. Should an ACV be reassigned from another Region on a long-term basis then that ACV would be remarked at the first major refit as appropriate to reposition the French and English words of the Departmental Signature in the correct order.

### **14.4 Wordmark**

The Canada wordmark must appear on both sides of the ACV, centred below the control cabin windows in modified Baskerville type in black.

The scale of the wordmark is 2.8 times the size of the signature. The wordmark shall be painted in black (RAL9004). Decals must be used. The size of the Canada wordmark shall be determined proportionally with reference to the overall ACV length, as shown in the table, section 7.1 of this document.

The height in millimetres of the lowercase characters shall be used in determining the spatial relationships.

## Chapter 15 HELICOPTERS

### 15.1 Standard Design

Helicopters owned and operated by or on behalf of the Canadian Coast Guard shall have a red fuselage and tail boom. All equipment will be identified with white markings on a red background.

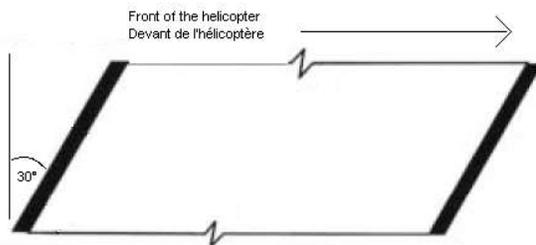
### 15.2 Diagonal White Stripe

The diagonal white stripe shall be applied at an angle of 30° vertically as indicated on the picture below. It shall lean forward on both sides, and go from the lower left to the upper right on the right side of the helicopter, and lower right to upper left on the left side of the helicopter. The stripe wraps around the top and bottom, as a continuous element.

The stripe shall be bordered on each side by a delineating fine black line. The total width of this diagonal stripe (excluding the delineating black lines) shall be 1/15 of the overall length of the helicopter. The diagonal stripe shall be normally located in the middle of the overall length.

The delineating black lines, on each side of the white stripe, shall measure 1/30 of the width of the white stripe.

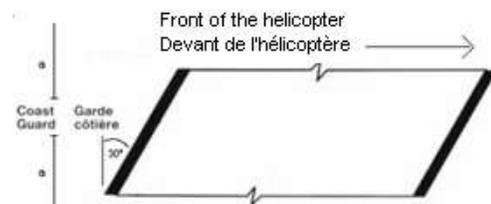
**NOTE: "Left" means the left side of an aircraft when looking forward from the pilot's seat of the aircraft.**



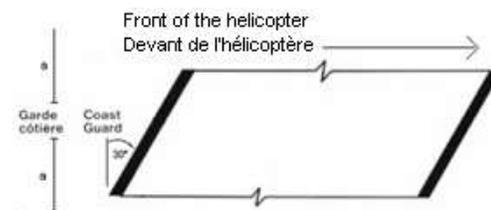
### 15.3 Service Title

The service title, "Coast Guard", shall appear on each side of the helicopter at the location indicated on each plan (see annexes Q, R and S).

The order of appearance of the languages is determined by the official language of the majority of the population of the province or territory to which the helicopter is assigned. Thus, French appears to the left in Quebec, and English to the left in the other provinces and the territories. Should an aircraft be reassigned from another Region on a long-term basis then that aircraft would be remarked at the first major aircraft overhaul as appropriate to reposition the French and English words of the Service Title in the correct order. Normally, the service title will appear in white on a red background.



OR / OU



## **15.4 Departmental Signature**

The departmental signature shall appear on both sides of the fuselage, in line with the service title, "Fisheries and Oceans Canada / Pêches et Océans Canada". The size of the departmental signature should be the same as indicated on each plan (see annexes Q, R and S). The same font shall be used in the English and French versions of the signature. Characters shall be typeset in white (RAL9003), in MS Sans Serif.

The top of the lowercase letters of the first line of the Departmental Signature is to align with the top of the lowercase letters of the Service Title.

The space between the Canadian flag and the Departmental Signature shall be of 3 character spaces (lowercase "a"). The same space is used to separate the English and French wording.

The ratio between the type size and the height of the flag symbol is 1:1.7.

The base of the symbol and the base line of the type are aligned horizontally.

The order of appearance of the languages is determined by the official language of the majority of the population of the province or territory to which the helicopter is assigned. Thus, French appears to the left in the Quebec province, and English to the left in the other provinces and the territories. Should an aircraft be reassigned from another Region on a long-term basis then that aircraft would be remarked at the first major aircraft overhaul as appropriate to reposition the French and English words of the Service Title in the correct order.

## **15.5 Wordmark**

The Canada wordmark shall appear on all helicopters of the CCG as indicated on the plan. The Service Title is always situated in front of or above the wordmark.

The scale of the wordmark is at least twice as large as the size of the service title x height. It is located at least 4x away from the service title.

The wordmark will normally appear in white against the red background.

Note: x is equal to lowercase "a".

## **15.6 Registration Marks**

Helicopters shall be marked with nationality and registration marks in accordance with Canadian Aviation Regulations (CAR) Part II Standard 222 Division I - Aircraft Marks, Section 222.01 - Specifications for Marks.

All markings shall be in white on the red surface of helicopters in uppercase MS Sans Serif medium alphabet.

The location and size of registration marks for helicopters shall be as described in the guide or as required by TC Aircraft Services Directorate.

## **Chapter 16    DISPOSAL**

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All FIP markings on ships and helicopters shall be removed prior to sale. Only CCG ships' names shall be changed to a sequencing number.

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**Annex A POLAR ICEBREAKER – 140 METRES**

Element	Characteristic	Description
<b>White diagonal stripe</b>	Colour	White: RAL9003
	Dimension	9 333 mm wide
	Other conditions	The diagonal stripe will be at the location indicated on the plan - which joins the forward part of the superstructure. The diagonal stripe should be located in the middle third of the hull length. If the middle third does not align with the forward part of the superstructure, preference is given to lining up with the front of the superstructure instead of locating in the middle third. Vertical angle of 30° tilted aft
<b>Black line along the diagonal band</b>	Colour	Black: RAL9004
	Dimension	311 mm wide
<b>Service Title</b>		Coast Guard Garde Côtière
	Colour	White: RAL9003
	Dimension	Height of lowercase "a" = 700 mm
	Font	MS Sans Serif
	Language	Refer to Chapter 5
	Other conditions	The English and French should be separated by 3 character spaces (lowercase "a"). The Service Title, "Coast Guard / Garde côtière", shall be positioned 3 lower case "a" character spaces aft of the white stripe on both sides of the hull. The Service Title must be centred between the waterline and the main deck.
<b>Departmental signature</b>		 Fisheries and Oceans Canada Pêches et Océans Canada
	Colour	White: RAL9003
	Dimension	Height of lowercase "a" = 350 mm
	Font	MS Sans Serif
	Language	Refer to Chapter 6

Element	Characteristic	Description
	Other conditions	<p>On both sides of the hull at the stern of the vessel on the same upper line as the Service Title of Coast Guard.</p> <p>The English and French should be separated by 3 character spaces (lowercase "a").</p> <p>The ratio between the type size and the height of the flag symbol is 1:1.7.</p> <p>The base of the symbol and the base line of the type are aligned horizontally.</p>
<b>Wordmark</b>		
	Colour	Black: RAL9004
	Dimension	Height of lowercase "a" = 1 000 mm
	Font	Baskerville modified
	Other conditions	Must appear on both sides of the vessel centred below the bridge wheelhouse.
<b>Badge</b>		
	Dimension	914 mm
	Article number	9905-0147
	Position	It must be placed front and centre of the wheelhouse. It must be located above the nameplate of the builder.
<b>Funnel (black line)</b>	Colour	Black : RAL9004 MAT
		A black line is normally painted around the top of the funnel. Exhaust piping shall be painted black as well.
<b>Funnel mark (maple leaf)</b>	Colour	CCG Red: RAL3000
	Dimension	Maximum of 0.71 (5/7) of the funnel height.
	Other conditions	<p>It shall be located on the outboard sides of the white funnel and on the centre line of the funnel.</p> <p>Cannot be positioned higher than 500 mm from the top of the funnel.</p>

Element	Characteristic	Description
<b>Superstructure/ house, hull markings and lifting davits</b>	Colour	White: RAL9003
<b>Bulwark rails (steel) and fairleads, bollards and capstan drums</b>	Colour	Black: RAL9004
<b>Lifting gear and masts</b>	Colour	Beige/Buff: RAL Design 070 7040
<b>Other markings</b>	ACCORDING TO INDUSTRY REGULATIONS	
<b>Ship's name and port of registry</b>	Colour	White: RAL9003
	Font	MS Sans Serif
	Other conditions	Minimum 100 mm in height, clearly legible letters of the Latin alphabet or Arabic or Roman numerals. Ports of registry marking will consist of the port only (Ottawa).
<b>Register Tonnage and Official Number</b>	Colour	Black: RAL9004
	Other conditions	Must be marked in block-type Arabic numerals at least 40 mm high on some clearly visible interior structural part of the hull. The register tonnages must be preceded by the abbreviation "N.R.T." and the official number by the abbreviation "O.N."
<b>Bow thrusters warning symbol</b>	Colour	White: RAL9003
	Other conditions	These markings are to be minimum 800 mm tall and 800 mm wide.
<b>Propeller Warning</b>	Colour	White: RAL9003
	Other conditions	These markings are to be minimum 800 mm tall and 800 mm wide.
<b>Bulbous bow and side thrusters symbols</b>		According to International Organization for Standardization.
<b>Draft Marks</b>		A scale denoting its draught of water shall be marked permanently and conspicuously on each side of its stem and of its stern post in accordance with the Canada Shipping Act.
<b>Load Line</b>	Colour	All other exterior markings shall be applied in white on the red hull or in colour contrasting with the immediate background.



**Annex B HEAVY ICEBREAKER – 130 METRES**

Element	Characteristic	Description
<b>White diagonal stripe</b>	Colour	White: RAL9003
	Dimension	8 667 mm wide
	Other conditions	The diagonal stripe will be at the location indicated on the plan - which joins the forward part of the superstructure. The diagonal stripe should be located in the middle third of the hull length.  If the middle third does not align with the forward part of the superstructure, preference is given to lining up with the front of the superstructure instead of locating in the middle third.  Vertical angle of 30 <sup>0</sup> tilted aft
<b>Black line along the diagonal band</b>	Colour	Black: RAL9004
	Dimension	289 mm wide
<b>Service Title</b>		Coast Garde Guard Côtière
	Colour	White: RAL9003
	Dimension	Height of lowercase "a" = 700 mm
	Font	MS Sans Serif
	Language	Refer to Chapter 5
	Other conditions	The English and French should be separated by 3 character spaces (lowercase "a").  The Service Title, "Coast Guard / Garde côtière", shall be positioned 3 lower case "a" character spaces aft of the white stripe on both sides of the hull.  The Service Title must be centred between the waterline and the main deck.
<b>Departmental signature</b>		 Fisheries and Oceans Canada Pêches et Océans Canada
	Colour	White: RAL9003
	Dimension	Height of lowercase "a" = 350 mm
	Font	MS Sans Serif
	Language	Refer to Chapter 6

Element	Characteristic	Description
	Other conditions	<p>On both sides of the hull at the stern of the vessel on the same upper line as the Service Title of Coast Guard.</p> <p>The English and French should be separated by 3 character spaces (lowercase "a").</p> <p>The ratio between the type size and the height of the flag symbol is 1:1.7.</p> <p>The base of the symbol and the base line of the type are aligned horizontally.</p>
<b>Wordmark</b>		
	Colour	Black: RAL9004
	Dimension	Height of lowercase "a" = 1 000 mm
	Font	Baskerville modified
	Other conditions	Must appear on both sides of the vessel centred below the bridge wheelhouse.
<b>Badge</b>		
	Dimension	914 mm
	Article number	9905-0147
	Position	It must be placed front and centre of the wheelhouse. It must be located above the nameplate of the builder.
<b>Funnel (black line)</b>	Colour	Black : RAL9004 MAT
		A black line is normally painted around the top of the funnel. Exhaust piping shall be painted black as well.
<b>Funnel mark (maple leaf)</b>	Colour	CCG Red: RAL3000
	Dimension	Maximum of 0.71 (5/7) of the funnel height
	Other conditions	<p>It shall be located on the outboard sides of the white funnel and on the centre line of the funnel.</p> <p>Cannot be positioned higher than 500 mm from the top of the funnel.</p>
<b>Superstructure/ house, hull markings and lifting davits</b>	Colour	White: RAL9003

Element	Characteristic	Description
<b>Bulwark rails (steel) and fairleads, bollards and capstan drums</b>	Colour	Black: RAL9004
<b>Lifting gear and masts</b>	Colour	Beige/Buff: RAL Design 070 7040
<b>Other markings</b>	ACCORDING TO INDUSTRY REGULATIONS	
<b>Ship's name and port of registry</b>	Colour	White: RAL9003
	Font	MS Sans Serif
	Other conditions	Minimum 100 mm in height, clearly legible letters of the Latin alphabet or Arabic or Roman numerals. Ports of registry marking will consist of the port only (Ottawa).
<b>Register Tonnage and Official Number</b>	Colour	Black: RAL9004
	Other conditions	Must be marked in block-type Arabic numerals at least 40 mm high on some clearly visible interior structural part of the hull. The register tonnages must be preceded by the abbreviation "N.R.T." and the official number by the abbreviation "O.N."
<b>Bow thrusters warning symbol</b>	Colour	White: RAL9003
	Other conditions	These markings are to be minimum 800 mm tall and 800 mm wide.
<b>Propeller Warning</b>	Colour	White: RAL9003
	Other conditions	These markings are to be minimum 800 mm tall and 800 mm wide.
<b>Bulbous bow and side thrusters symbols</b>		According to International Organization for Standardization.
<b>Draft Marks</b>		A scale denoting its draught of water shall be marked permanently and conspicuously on each side of its stem and of its stern post in accordance with the Canada Shipping Act
<b>Load Line</b>	Colour	All other exterior markings shall be applied in white on the red hull or in colour contrasting with the immediate background.



## Annex C MEDIUM ICEBREAKER

### C.1 Medium Icebreaker – 100 metres (Generic)

Element	Characteristic	Description
<b>White diagonal stripe</b>	Colour	White: RAL9003
	Dimension	6 667 mm wide
	Other conditions	<p>The diagonal stripe will be at the location indicated on the plan - which joins the forward part of the superstructure. The diagonal stripe should be located in the middle third of the hull length.</p> <p>If the middle third does not align with the forward part of the superstructure, preference is given to lining up with the front of the superstructure instead of locating in the middle third.</p> <p>Vertical angle of 30° tilted aft</p>
<b>Black line along the diagonal band</b>	Colour	Black: RAL9004
	Dimension	222 mm wide
<b>Service Title</b>		Coast Garde Guard Côtière
	Colour	White: RAL9003
	Dimension	Height of lowercase "a" = 600 mm
	Font	MS Sans Serif
	Language	Refer to Chapter 5
	Other conditions	<p>The English and French should be separated by 3 character spaces (lowercase "a").</p> <p>The Service Title, "Coast Guard / Garde côtière", shall be positioned 3 lower case "a" character spaces aft of the white stripe on both sides of the hull.</p> <p>The Service Title must be centred between the waterline and the main deck.</p>
<b>Departmental signature</b>		 Fisheries and Oceans Canada Pêches et Océans Canada
	Colour	White: RAL9003
	Dimension	Height of lowercase "a" = 300 mm
	Font	MS Sans Serif
	Language	Refer to Chapter 6

Element	Characteristic	Description
	Other conditions	<p>On both sides of the hull at the stern of the vessel on the same upper line as the Service Title of Coast Guard.</p> <p>The English and French should be separated by 3 character spaces (lowercase "a").</p> <p>The ratio between the type size and the height of the flag symbol is 1:1.7.</p> <p>The base of the symbol and the base line of the type are aligned horizontally.</p>
<b>Wordmark</b>		
	Colour	Black: RAL9004
	Dimension	Height of lowercase "a" = 850 mm
	Font	Baskerville modified
	Other conditions	Must appear on both sides of the vessel centred below the bridge wheelhouse.
<b>Badge</b>		
	Dimension	914 mm
	Article number	9905-0147
	Position	It must be placed front and centre of the wheelhouse. It must be located above the nameplate of the builder.
<b>Funnel (black line)</b>	Colour	Black : RAL9004 MAT
		A black line is normally painted around the top of the funnel. Exhaust piping shall be painted black as well.
<b>Funnel mark (maple leaf)</b>	Colour	CCG Red: RAL3000
	Dimension	Maximum of 0.71 (5/7) of the funnel height
	Other conditions	<p>It shall be located on the outboard sides of the white funnel and on the centre line of the funnel.</p> <p>Cannot be positioned higher than 500 mm from the top of the funnel.</p>
<b>Superstructure/ house, hull markings and lifting davits</b>	Colour	White: RAL9003

Element	Characteristic	Description
<b>Bulwark rails (steel) and fairleads, bollards and capstan drums</b>	Colour	Black: RAL9004
<b>Lifting gear and masts</b>	Colour	Beige/Buff: RAL Design 070 7040
<b>Other markings</b>	ACCORDING TO INDUSTRY REGULATIONS	
<b>Ship's name and port of registry</b>	Colour	White: RAL9003
	Font	MS Sans Serif
	Other conditions	Minimum 100 mm in height, clearly legible letters of the Latin alphabet or Arabic or Roman numerals. Ports of registry marking will consist of the port only (Ottawa).
<b>Register Tonnage and Official Number</b>	Colour	Black: RAL9004
	Other conditions	Must be marked in block-type Arabic numerals at least 40 mm high on some clearly visible interior structural part of the hull. The register tonnages must be preceded by the abbreviation "N.R.T." and the official number by the abbreviation "O.N."
<b>Bow thrusters warning symbol</b>	Colour	White: RAL9003
	Other conditions	These markings are to be minimum 800 mm tall and 800 mm wide.
<b>Propeller Warning</b>	Colour	White: RAL9003
	Other conditions	These markings are to be minimum 800 mm tall and 800 mm wide.
<b>Bulbous bow and side thrusters symbols</b>		According to International Organization for Standardization.
<b>Draft Marks</b>		A scale denoting its draught of water shall be marked permanently and conspicuously on each side of its stem and of its stern post in accordance with the Canada Shipping Act.
<b>Load Line</b>	Colour	All other exterior markings shall be applied in white on the red hull or in colour contrasting with the immediate background.



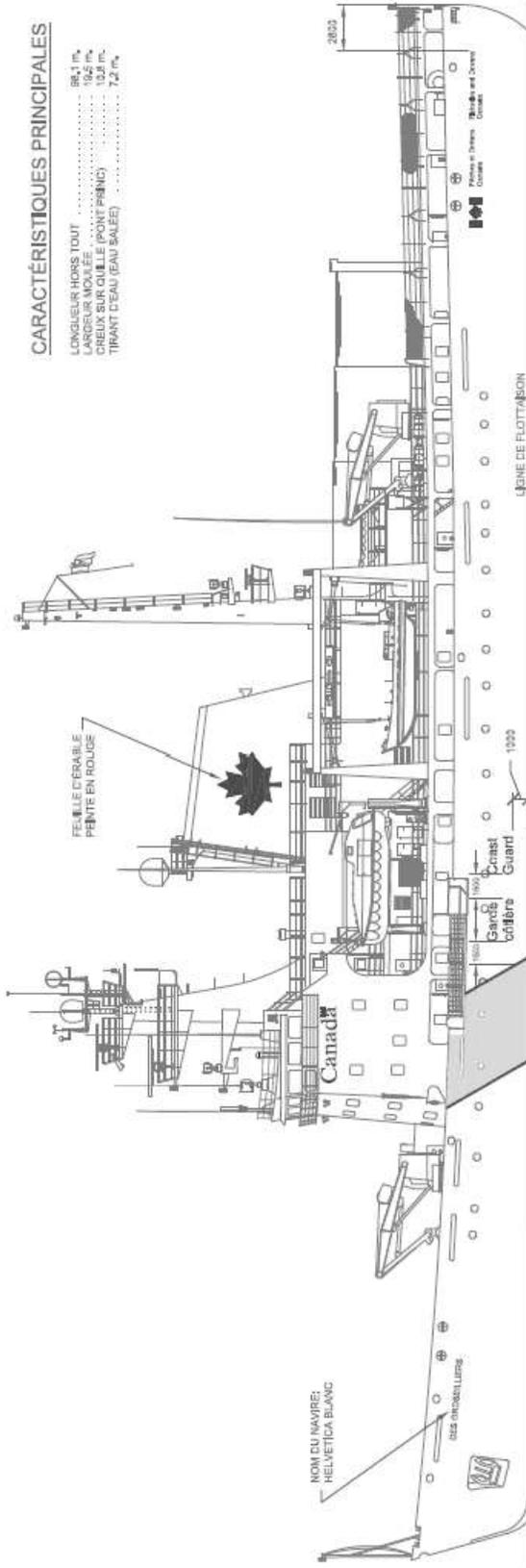
**C.2 Medium Icebreaker – 98 metres Approved for:  
CCGS Pierre Radisson, CCGS Amundsen, CCGS Des Groseilliers**

Element	Characteristic	Description
White diagonal stripe	Colour	White: RAL9003
	Dimension	6 500 mm wide
	Other conditions	The diagonal stripe will be at the location indicated on the plan. The diagonal stripe should be located in the middle third of the hull length. If the middle third does not align with the forward part of the superstructure, preference is given to lining up with the front of the superstructure instead of locating in the middle third. Vertical angle of 30 <sup>o</sup> tilted aft
Black line along the diagonal band	Colour	Black: RAL9004
	Dimension	220 mm wide
Service Title		Coast Guard Garde Côtière
	Colour	White: RAL9003
	Dimension	Height of lowercase "a" = 500 mm
	Font	MS Sans Serif
	Language	Refer to Chapter 5
	Other conditions	The English and French should be separated by 3 character spaces (lowercase "a"). The Service Title, "Coast Guard / Garde côtière", shall be positioned 3 lower case "a" character spaces aft of the white stripe on both sides of the hull. The Service Title must be centred between the waterline and the main deck.
Departmental signature		 Fisheries and Oceans Canada Pêches et Océans Canada
	Colour	White: RAL9003
	Dimension	Height of lowercase "a" = 250 mm
	Font	MS Sans Serif
	Language	Refer to Chapter 6

Element	Characteristic	Description
	Other conditions	<p>On both sides of the hull at the stern of the vessel on the same upper line as the Service Title of Coast Guard.</p> <p>The English and French should be separated by 3 character spaces (lowercase "a").</p> <p>The ratio between the type size and the height of the flag symbol is 1:1.7.</p> <p>The base of the symbol and the base line of the type are aligned horizontally.</p>
<b>Wordmark</b>		
	Colour	Black: RAL9004
	Dimension	Height of lowercase "a" = 700 mm
	Font	Baskerville modified
	Other conditions	Must appear on both sides of the vessel centred below the bridge wheelhouse.
<b>Badge</b>		
	Dimension	914 mm
	Article number	9905-0147
	Position	It must be placed front and centre of the wheelhouse. It must be located above the nameplate of the builder.
<b>Funnel (black line)</b>	Colour	Black : RAL9004 MAT
		A black line is normally painted around the top of the funnel. Exhaust piping shall be painted black as well.
<b>Funnel mark (maple leaf)</b>	Colour	CCG Red: RAL3000
	Dimension	Maximum of 0.71 (5/7) of the funnel height
	Other conditions	<p>It shall be located on the outboard sides of the white funnel and on the centre line of the funnel.</p> <p>Cannot be positioned higher than 500 mm from the top of the funnel.</p>
<b>Superstructure / house, hull markings and lifting davits</b>	Colour	White: RAL9003

Element	Characteristic	Description
<b>Bulwark rails (steel) and fairleads, bollards and capstan drums</b>	Colour	Black: RAL9004
<b>Lifting gear and masts</b>	Colour	Beige/Buff: RAL Design 070 7040
<b>Other markings</b>	ACCORDING TO INDUSTRY REGULATIONS	
<b>Ship's name and port of registry</b>	Colour	White: RAL9003
	Font	MS Sans Serif
	Other conditions	Minimum 100 mm in height, clearly legible letters of the Latin alphabet or Arabic or Roman numerals. Ports of registry marking will consist of the port only (Ottawa).
<b>Register Tonnage and Official Number</b>	Colour	Black: RAL9004
	Other conditions	Must be marked in block-type Arabic numerals at least 40 mm high on some clearly visible interior structural part of the hull. The register tonnages must be preceded by the abbreviation "N.R.T." and the official number by the abbreviation "O.N.".
<b>Bow thrusters warning symbol</b>	Colour	White: RAL9003
	Other conditions	These markings are to be minimum 800 mm tall and 800 mm wide.
<b>Propeller Warning</b>	Colour	White: RAL9003
	Other conditions	These markings are to be minimum 800 mm tall and 800 mm wide.
<b>Bulbous bow and side thrusters symbols</b>		According to International Organization for Standardization.
<b>Draft Marks</b>		A scale denoting its draught of water shall be marked permanently and conspicuously on each side of its stem and of its stern post in accordance with the Canada Shipping Act.
<b>Load Line</b>	Colour	All other exterior markings shall be applied in white on the red hull or in colour contrasting with the immediate background.





**CARACTÉRISTIQUES PRINCIPALES**

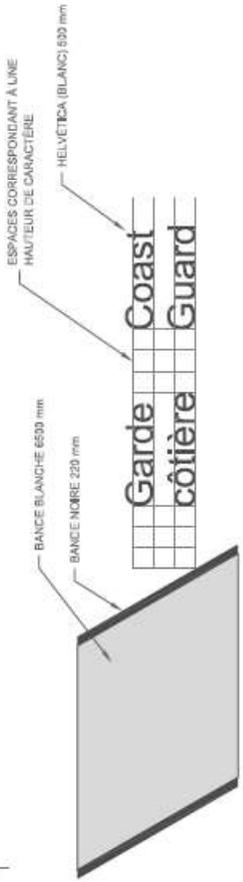
- LONGUEUR HORS TOUT ..... 98,1 m.
- LARGEUR MOULÉE ..... 19,2 m.
- CREUX SUR QUILLE (POINT PRINC) ..... 13,2 m.
- TRIANT D'EAU (EAU SAÉE) ..... 7,2 m.

**ÉLÉVATION BÂBORD**

BASKERVILLE MOYENNE (NOIR) 700 mm  
(CENTRE AU CESSOUS DU PONT DE TIMONERIE)



CODE DE COULEURS:  
Norme internationale européenne RAL  
ROUGE OCCI: RAL 3000  
BLANC: RAL 9003  
NOIR: RAL 9004





**Annex D HIGH ENDURANCE MULTI-TASKED VESSEL – 85 METRES**

Element	Characteristic	Description
<b>Diagonal White diagonal stripe</b>	Colour	White: RAL9003
	Dimension	5 667 mm wide
	Other conditions	The diagonal stripe will be at the location indicated on the plan - which joins the forward part of the superstructure. The diagonal stripe should be located in the middle third of the hull length. If the middle third does not align with the forward part of the superstructure, preference is given to lining up with the front of the superstructure instead of locating in the middle third. Vertical angle of 30° tilted aft
<b>Black line along the diagonal band</b>	Colour	Black: RAL9004
	Dimension	189 mm wide
<b>Service Title</b>		Coast Garde Guard Côtière
	Colour	White: RAL9003
	Dimension	Height of lowercase "a" = 500 mm
	Font	MS Sans Serif
	Language	Refer to Chapter 5
	Other conditions	The English and French should be separated by 3 character spaces (lowercase "a"). The Service Title, "Coast Guard / Garde côtière", shall be positioned 3 lower case "a" character spaces aft of the white stripe on both sides of the hull. The Service Title must be centred between the waterline and the main deck.
<b>Departmental signature</b>		 Fisheries and Oceans Canada Pêches et Océans Canada
	Colour	White: RAL9003
	Dimension	Height of lowercase "a" = 250 mm
	Font	MS Sans Serif
	Language	Refer to Chapter 6

Element	Characteristic	Description
	Other conditions	<p>On both sides of the hull at the stern of the vessel on the same upper line as the Service Title of Coast Guard.</p> <p>The English and French should be separated by 3 character spaces (lowercase "a").</p> <p>The ratio between the type size and the height of the flag symbol is 1:1.7.</p> <p>The base of the symbol and the base line of the type are aligned horizontally.</p>
<b>Wordmark</b>		
	Colour	Black: RAL9004
	Dimension	Height of lowercase "a" = 700 mm
	Font	Baskerville modified
	Other conditions	Must appear on both sides of the vessel centred below the bridge wheelhouse.
<b>Badge</b>		
	Dimension	914 mm
	Article number	9905-0147
	Position	It must be placed front and centre of the wheelhouse. It must be located above the nameplate of the builder.
<b>Funnel (black line)</b>	Colour	Black : RAL9004 MAT
		A black line is normally painted around the top of the funnel. Exhaust piping shall be painted black as well.
<b>Funnel mark (maple leaf)</b>	Colour	CCG Red: RAL3000
	Dimension	Maximum of 0.71 (5/7) of the funnel height
	Other conditions	<p>It shall be located on the outboard sides of the white funnel and on the centre line of the funnel.</p> <p>Cannot be positioned higher than 500 mm from the top of the funnel.</p>
<b>Superstructure/ house, hull markings and lifting davits</b>	Colour	White: RAL9003

Element	Characteristic	Description
<b>Bulwark rails (steel) and fairleads, bollards and capstan drums</b>	Colour	Black: RAL9004
<b>Lifting gear and masts</b>	Colour	Beige/Buff: RAL Design 070 7040
<b>Other markings</b>	ACCORDING TO INDUSTRY REGULATIONS	
<b>Ship's name and port of registry</b>	Colour	White: RAL9003
	Font	MS Sans Serif
	Other conditions	Minimum 100 mm in height, clearly legible letters of the Latin alphabet or Arabic or Roman numerals. Ports of registry marking will consist of the port only (Ottawa).
<b>Register Tonnage and Official Number</b>	Colour	Black: RAL9004
	Other conditions	Must be marked in block-type Arabic numerals at least 40 mm high on some clearly visible interior structural part of the hull. The register tonnages must be preceded by the abbreviation "N.R.T." and the official number by the abbreviation "O.N."
<b>Bow thrusters warning symbol</b>	Colour	White: RAL9003
	Other conditions	These markings are to be minimum 800 mm tall and 800 mm wide.
<b>Propeller Warning</b>	Colour	White: RAL9003
	Other conditions	These markings are to be minimum 800 mm tall and 800 mm wide.
<b>Bulbous bow and side thrusters symbols</b>		According to International Organization for Standardization.
<b>Draft Marks</b>		A scale denoting its draught of water shall be marked permanently and conspicuously on each side of its stem and of its stern post in accordance with the Canada Shipping Act.
<b>Load Line</b>	Colour	All other exterior markings shall be applied in white on the red hull or in colour contrasting with the immediate background.



**Annex E MEDIUM ENDURANCE MULTI-TASKED VESSEL – 65 METRES**

Element	Characteristic	Description
<b>White diagonal stripe</b>	Colour	White: RAL9003
	Dimension	4 333 mm wide
	Other conditions	<p>The diagonal stripe will be at the location indicated on the plan - which joins the forward part of the superstructure. The diagonal stripe should be located in the middle third of the hull length.</p> <p>If the middle third does not align with the forward part of the superstructure, preference is given to lining up with the front of the superstructure instead of locating in the middle third.</p> <p>Vertical angle of 30<sup>0</sup> tilted aft</p>
<b>Black line along the diagonal band</b>	Colour	Black: RAL9004
	Dimension	144 mm wide
<b>Service Title</b>		Coast Garde Guard Côtière
	Colour	White: RAL9003
	Dimension	Height of lowercase "a" = 350 mm
	Font	MS Sans Serif
	Language	Refer to Chapter 5
	Other conditions	<p>The English and French should be separated by 3 character spaces (lowercase "a").</p> <p>The Service Title, "Coast Guard / Garde côtière", shall be positioned 3 lower case "a" character spaces aft of the white stripe on both sides of the hull.</p> <p>The Service Title must be centred between the waterline and the main deck.</p>
<b>Departmental signature</b>		 Fisheries and Oceans Canada Pêches et Océans Canada
	Colour	White: RAL9003
	Dimension	Height of lowercase "a" = 175 mm
	Font	MS Sans Serif
	Language	Refer to Chapter 6

Element	Characteristic	Description
	Other conditions	<p>On both sides of the hull at the stern of the vessel on the same upper line as the Service Title of Coast Guard.</p> <p>The English and French should be separated by 3 character spaces (lowercase "a").</p> <p>The ratio between the type size and the height of the flag symbol is 1:1.7.</p> <p>The base of the symbol and the base line of the type are aligned horizontally.</p>
<b>Wordmark</b>		
	Colour	Black: RAL9004
	Dimension	Height of lowercase "a" = 500 mm
	Font	Baskerville modified
	Other conditions	Must appear on both sides of the vessel centred below the bridge wheelhouse.
<b>Badge</b>		
	Dimension	914 mm
	Article number	9905-0147
	Position	It must be placed front and centre of the wheelhouse. It must be located above the nameplate of the builder.
<b>Funnel (black line)</b>	Colour	Black : RAL9004 MAT
		A black line is normally painted around the top of the funnel. Exhaust piping shall be painted black as well.
<b>Funnel mark (maple leaf)</b>	Colour	CCG Red: RAL3000
	Dimension	Maximum of 0.71 (5/7) of the funnel height
	Other conditions	<p>It shall be located on the outboard sides of the white funnel and on the centre line of the funnel.</p> <p>Cannot be positioned higher than 500 mm from the top of the funnel.</p>
<b>Superstructure/ house, hull markings and lifting davits</b>	Colour	White: RAL9003

Element	Characteristic	Description
<b>Bulwark rails (steel) and fairleads, bollards and capstan drums</b>	Colour	Black: RAL9004
<b>Lifting gear and masts</b>	Colour	Beige/Buff: RAL Design 070 7040
<b>Other markings</b>	ACCORDING TO INDUSTRY REGULATIONS	
<b>Ship's name and port of registry</b>	Colour	White: RAL9003
	Font	MS Sans Serif
	Other conditions	Minimum 100 mm in height, clearly legible letters of the Latin alphabet or Arabic or Roman numerals. Ports of registry marking will consist of the port only (Ottawa).
<b>Register Tonnage and Official Number</b>	Colour	Black: RAL9004
	Other conditions	Must be marked in block-type Arabic numerals at least 40 mm high on some clearly visible interior structural part of the hull. The register tonnages must be preceded by the abbreviation "N.R.T." and the official number by the abbreviation "O.N."
<b>Bow thrusters warning symbol</b>	Colour	White: RAL9003
	Other conditions	These markings are to be minimum 800 mm tall and 800 mm wide.
<b>Propeller Warning</b>	Colour	White: RAL9003
	Other conditions	These markings are to be minimum 800 mm tall and 800 mm wide.
<b>Bulbous bow and side thrusters symbols</b>		According to International Organization for Standardization.
<b>Draft Marks</b>		A scale denoting its draught of water shall be marked permanently and conspicuously on each side of its stem and of its stern post in accordance with the Canada Shipping Act.
<b>Load Line</b>	Colour	All other exterior markings shall be applied in white on the red hull or in colour contrasting with the immediate background.



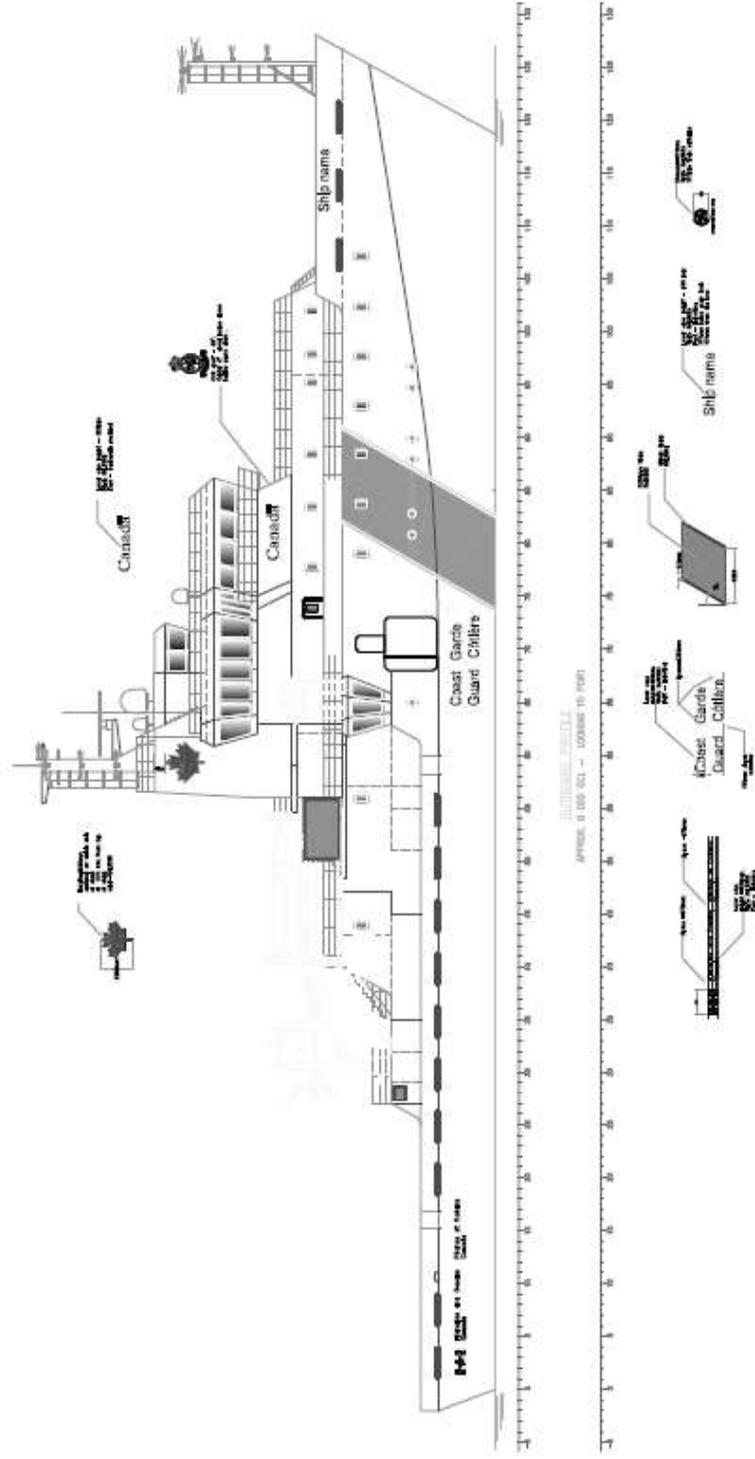
## Annex F OFFSHORE OCEANOGRAPHIC SCIENCE VESSEL – 90 METRES

Element	Characteristic	Description
<b>White diagonal stripe</b>	Colour	White: RAL9003
	Dimension	6 000 mm wide
	Other conditions	The diagonal stripe will be at the location indicated on the plan. The diagonal stripe should be located in the middle third of the hull length. If the middle third does not align with the forward part of the superstructure, preference is given to lining up with the front of the superstructure instead of locating in the middle third. Vertical angle of 30 <sup>0</sup> tilted aft
<b>Black line along the diagonal band</b>	Colour	Black: RAL9004
	Dimension	200 mm wide
<b>Service Title</b>		Coast Garde Guard Côtière
	Colour	White: RAL9003
	Dimension	Height of lowercase "a" = 500 mm
	Font	MS Sans Serif
	Language	Refer to Chapter 5
	Other conditions	The English and French should be separated by 3 character spaces (lowercase "a"). The Service Title, "Coast Guard / Garde côtière", shall be positioned 3 lower case "a" character spaces aft of the white stripe on both sides of the hull. The Service Title must be centred between the waterline and the main deck.
<b>Departmental signature</b>		 Fisheries and Oceans Canada Pêches et Océans Canada
	Colour	White: RAL9003
	Dimension	Height of lowercase "a" = 250 mm
	Font	MS Sans Serif
	Language	Refer to Chapter 6

Element	Characteristic	Description
	Other conditions	<p>On both sides of the hull at the stern of the vessel on the same upper line as the Service Title of Coast Guard.</p> <p>The English and French should be separated by 3 character spaces (lowercase "a").</p> <p>The ratio between the type size and the height of the flag symbol is 1:1.7.</p> <p>The base of the symbol and the base line of the type are aligned horizontally.</p>
<b>Wordmark</b>		
	Colour	Black: RAL9004
	Dimension	Height of lowercase "a" = 700 mm
	Font	Baskerville modified
	Other conditions	Must appear on both sides of the vessel centred below the bridge wheelhouse.
<b>Badge</b>		
	Dimension	914 mm
	Article number	9905-0147
	Position	It must be placed front and centre of the wheelhouse. It must be located above the nameplate of the builder.
<b>Funnel (black line)</b>	Colour	Black : RAL9004 MAT
		A black line is normally painted around the top of the funnel. Exhaust piping shall be painted black as well.
<b>Funnel mark (maple leaf)</b>	Colour	CCG Red: RAL3000
	Dimension	Maximum of 0.71 (5/7) of the funnel height
	Other conditions	<p>It shall be located on the outboard sides of the white funnel and on the centre line of the funnel.</p> <p>Cannot be positioned higher than 500 mm from the top of the funnel.</p>
<b>Superstructure/ house, hull markings and lifting davits</b>	Colour	White: RAL9003

Element	Characteristic	Description
<b>Bulwark rails (steel) and fairleads, bollards and capstan drums</b>	Colour	Black: RAL9004
<b>Lifting gear and masts</b>	Colour	Beige/Buff: RAL Design 070 7040
<b>Other markings</b>	ACCORDING TO INDUSTRY REGULATIONS	
<b>Ship's name and port of registry</b>	Colour	White: RAL9003
	Font	MS Sans Serif
	Other conditions	Minimum 100 mm in height, clearly legible letters of the Latin alphabet or Arabic or Roman numerals. Ports of registry marking may consist of the port only, or may include both the port and the province. Only the province may be abbreviated by using the two letter Canada Post symbol.
<b>Register Tonnage and Official Number</b>	Colour	Black: RAL9004
	Other conditions	Must be marked in block-type Arabic numerals at least 40 mm high on some clearly visible interior structural part of the hull. The register tonnages must be preceded by the abbreviation "N.R.T." and the official number by the abbreviation "O.N."
<b>Bow thrusters warning symbol</b>	Colour	White: RAL9003
	Other conditions	These markings are to be minimum 800 mm tall and 800 mm wide.
<b>Propeller Warning</b>	Colour	White: RAL9003
	Other conditions	These markings are to be minimum 800 mm tall and 800 mm wide.
<b>Bulbous bow and side thrusters symbols</b>		According to International Organization for Standardization.
<b>Draft Marks</b>		A scale denoting its draught of water shall be marked permanently and conspicuously on each side of its stem and of its stern post in accordance with the Canada Shipping Act.
<b>Load Line</b>	Colour	All other exterior markings shall be applied in white on the red hull or in colour contrasting with the immediate background.

<b>PRINCIPAL PARTICULARS</b>	
LENGTH OVERALL	77.6m
BREADTH	16.0m
DEPTH TO MAIN DECK	9.1m A.S.
COMPLEMENT	38 PERSONS
<b>CLASSIFICATION AND NOTATIONS</b>	
LLOYD'S REGISTER, #10041 OCEANOGRAPHIC RESEARCH VESSEL, ICE CLASS POL A(LC, UMS, 1P(A), NAVI, US, CAS2, PSAR	



**Annex G OFFSHORE FISHERY SCIENCE VESSEL – 65 METRES**

Element	Characteristic	Description
<b>White diagonal stripe</b>	Colour	White: RAL9003
	Dimension	4 333 mm wide
	Other conditions	The diagonal stripe will be at the location indicated on the plan. The diagonal stripe should be located in the middle third of the hull length. If the middle third does not align with the forward part of the superstructure, preference is given to lining up with the front of the superstructure instead of locating in the middle third. Vertical angle of 30° tilted aft
<b>Black line along the diagonal band</b>	Colour	Black: RAL9004
	Dimension	144 mm wide
<b>Service Title</b>		Coast Garde Guard Côtière
	Colour	White: RAL9003
	Dimension	Height of lowercase "a" = 350 mm
	Font	MS Sans Serif
	Language	Refer to Chapter 5
	Other conditions	The English and French should be separated by 3 character spaces (lowercase "a"). The Service Title, "Coast Guard / Garde côtière", shall be positioned 3 lower case "a" character spaces aft of the white stripe on both sides of the hull. The Service Title must be centred between the waterline and the main deck.
<b>Departmental signature</b>		 Fisheries and Oceans Canada Pêches et Océans Canada
	Colour	White: RAL9003
	Dimension	Height of lowercase "a" = 175 mm
	Font	MS Sans Serif
	Language	Refer to Chapter 6

Element	Characteristic	Description
	Other conditions	<p>On both sides of the hull at the stern of the vessel on the same upper line as the Service Title of Coast Guard.</p> <p>The English and French should be separated by 3 character spaces (lowercase "a").</p> <p>The ratio between the type size and the height of the flag symbol is 1:1.7.</p> <p>The base of the symbol and the base line of the type are aligned horizontally.</p>
<b>Wordmark</b>		
	Colour	Black: RAL9004
	Dimension	Height of lowercase "a" = 500 mm
	Font	Baskerville modified
	Other conditions	Must appear on both sides of the vessel centred below the bridge wheelhouse.
<b>Badge</b>		
	Dimension	914 mm
	Article number	9905-0147
	Position	It must be placed front and centre of the wheelhouse. It must be located above the nameplate of the builder.
<b>Funnel (black line)</b>	Colour	Black : RAL9004 MAT
		A black line is normally painted around the top of the funnel. Exhaust piping shall be painted black as well.
<b>Funnel mark (maple leaf)</b>	Colour	CCG Red: RAL3000
	Dimension	Maximum of 0.71 (5/7) of the funnel height
	Other conditions	<p>It shall be located on the outboard sides of the white funnel and on the centre line of the funnel.</p> <p>Cannot be positioned higher than 500 mm from the top of the funnel.</p>
<b>Superstructure/ house, hull markings and lifting davits</b>	Colour	White: RAL9003

Element	Characteristic	Description
<b>Bulwark rails (steel) and fairleads, bollards and capstan drums</b>	Colour	Black: RAL9004
<b>Lifting gear and masts</b>	Colour	Beige/Buff: RAL Design 070 7040
<b>Other markings</b>	ACCORDING TO INDUSTRY REGULATIONS	
<b>Ship's name and port of registry</b>	Colour	White: RAL9003
	Font	MS Sans Serif
	Other conditions	Minimum 100 mm in height, clearly legible letters of the Latin alphabet or Arabic or Roman numerals. Ports of registry marking will consist of the port only (Ottawa).
<b>Register Tonnage and Official Number</b>	Colour	Black: RAL9004
	Other conditions	Must be marked in block-type Arabic numerals at least 40 mm high on some clearly visible interior structural part of the hull. The register tonnages must be preceded by the abbreviation "N.R.T." and the official number by the abbreviation "O.N."
<b>Bow thrusters warning symbol</b>	Colour	White: RAL9003
	Other conditions	These markings are to be minimum 800 mm tall and 800 mm wide.
<b>Propeller Warning</b>	Colour	White: RAL9003
	Other conditions	These markings are to be minimum 800 mm tall and 800 mm wide.
<b>Bulbous bow and side thrusters symbols</b>		According to International Organization for Standardization.
<b>Draft Marks</b>		A scale denoting its draught of water shall be marked permanently and conspicuously on each side of its stem and of its stern post in accordance with the Canada Shipping Act.
<b>Load Line</b>	Colour	All other exterior markings shall be applied in white on the red hull or in colour contrasting with the immediate background.



**Annex H OFFSHORE PATROL VESSEL – 75 METRES**

Element	Characteristic	Description
<b>White diagonal stripe</b>	Colour	White: RAL9003
	Dimension	5 000 mm wide
	Other conditions	The diagonal stripe will be at the location indicated on the plan - which joins the forward part of the superstructure. The diagonal stripe should be located in the middle third of the hull length. If the middle third does not align with the forward part of the superstructure, preference is given to lining up with the front of the superstructure instead of locating in the middle third. Vertical angle of 30° tilted aft
<b>Black line along the diagonal band</b>	Colour	Black: RAL9004
	Dimension	167 mm wide
<b>Service Title</b>		Coast Garde Guard Côtière
	Colour	White: RAL9003
	Dimension	Height of lowercase "a" = 450 mm
	Font	MS Sans Serif
	Language	Refer to Chapter 5
	Other conditions	The English and French should be separated by 3 character spaces (lowercase "a"). The Service Title, "Coast Guard / Garde côtière", shall be positioned 3 lower case "a" character spaces aft of the white stripe on both sides of the hull. The Service Title must be centred between the waterline and the main deck.
<b>Departmental signature</b>		 Fisheries and Oceans Canada Pêches et Océans Canada
	Colour	White: RAL9003
	Dimension	Height of lowercase "a" = 225 mm
	Font	MS Sans Serif
	Language	Refer to Chapter 6

Element	Characteristic	Description
	Other conditions	<p>On both sides of the hull at the stern of the vessel on the same upper line as the service title of Coast Guard.</p> <p>The English and French should be separated by 3 character spaces (lowercase "a").</p> <p>The ratio between the type size and the height of the flag symbol is 1:1.7.</p> <p>The base of the symbol and the base line of the type are aligned horizontally.</p>
<b>Wordmark</b>		
	Colour	Black: RAL9004
	Dimension	Height of lowercase "a" = 625 mm
	Font	Baskerville modified
	Other conditions	Must appear on both sides of the vessel centred below the bridge wheelhouse.
<b>Badge</b>		
	Dimension	914 mm
	Article number	9905-0147
	Position	It must be placed front and centre of the wheelhouse. It must be located above the nameplate of the builder.
<b>Funnel (black line)</b>	Colour	Black : RAL9004 MAT
		A black line is normally painted around the top of the funnel. Exhaust piping shall be painted black as well.
<b>Funnel mark (maple leaf)</b>	Colour	CCG Red: RAL3000
	Dimension	Maximum of 0.71 (5/7) of the funnel height
	Other conditions	<p>It shall be located on the outboard sides of the white funnel and on the centre line of the funnel.</p> <p>Cannot be positioned higher than 500 mm from the top of the funnel.</p>
<b>Superstructure/ house, hull markings and lifting davits</b>	Colour	White: RAL9003

Element	Characteristic	Description
<b>Bulwark rails (steel) and fairleads, bollards and capstan drums</b>	Colour	Black: RAL9004
<b>Lifting gear and masts</b>	Colour	Beige/Buff: RAL Design 070 7040
<b>Other markings</b>	ACCORDING TO INDUSTRY REGULATIONS	
<b>Ship's name and port of registry</b>	Colour	White: RAL9003
	Font	MS Sans Serif
	Other conditions	Minimum 100 mm in height, clearly legible letters of the Latin alphabet or Arabic or Roman numerals. Ports of registry marking will consist of the port only (Ottawa).
<b>Register Tonnage and Official Number</b>	Colour	Black: RAL9004
	Other conditions	Must be marked in block-type Arabic numerals at least 40 mm high on some clearly visible interior structural part of the hull. The register tonnages must be preceded by the abbreviation "N.R.T." and the official number by the abbreviation "O.N."
<b>Bow thrusters warning symbol</b>	Colour	White: RAL9003
	Other conditions	These markings are to be minimum 800 mm tall and 800 mm wide.
<b>Propeller Warning</b>	Colour	White: RAL9003
	Other conditions	These markings are to be minimum 800 mm tall and 800 mm wide.
<b>Bulbous bow and side thrusters symbols</b>		According to International Organization for Standardization.
<b>Draft Marks</b>		A scale denoting its draught of water shall be marked permanently and conspicuously on each side of its stem and of its stern post in accordance with the Canada Shipping Act.
<b>Load Line</b>	Colour	All other exterior markings shall be applied in white on the red hull or in colour contrasting with the immediate background.

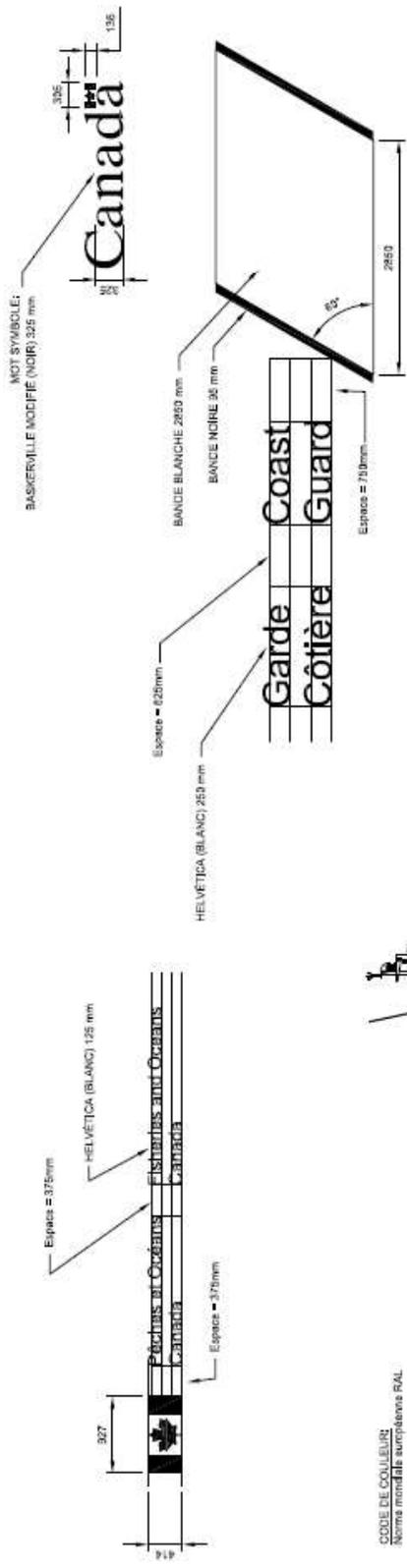


**Annex I MID-SHORE PATROL VESSEL – 40 METRES**

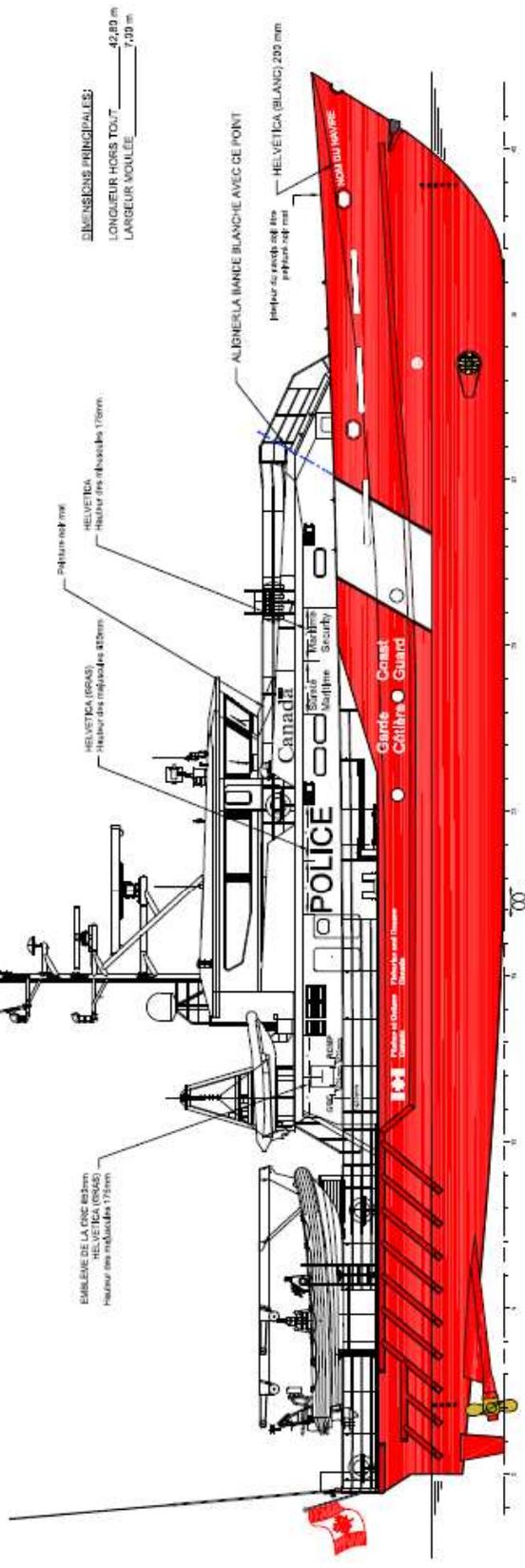
Element	Characteristic	Description
<b>White diagonal stripe</b>	Colour	White: RAL9003
	Dimension	2 850 mm wide
	Other conditions	The diagonal stripe will be at the location indicated on the plan. The diagonal stripe should be located in the middle third of the hull length. If the middle third does not align with the forward part of the superstructure, preference is given to lining up with the front of the superstructure instead of locating in the middle third. Vertical angle of 30° tilted aft
<b>Black line along the diagonal band</b>	Colour	Black: RAL9004
	Dimension	95 mm wide
<b>Service Title</b>		Coast Guard Garde Côtière
	Colour	White: RAL9003
	Dimension	Height of lowercase "a" = 250 mm
	Font	MS Sans Serif
	Language	Refer to Chapter 5
	Other conditions	The English and French should be separated by 3 character spaces (lowercase "a"). The service title, "Coast Guard / Garde côtière", shall be positioned 3 lower case "a" character spaces aft of the white stripe on both sides of the hull. The Service Title must be centred between the waterline and the main deck.
<b>Departmental signature</b>		 Fisheries and Oceans Canada Pêches et Océans Canada
	Colour	White: RAL9003
	Dimension	Height of lowercase "a" = 125 mm
	Font	MS Sans Serif
	Language	Refer to Chapter 6

Element	Characteristic	Description
	Other conditions	<p>On both sides of the hull at the stern of the vessel on the same upper line as the service title of Coast Guard.</p> <p>The English and French should be separated by 3 character spaces (lowercase "a").</p> <p>The ratio between the type size and the height of the flag symbol is 1:1.7.</p> <p>The base of the symbol and the base line of the type are aligned horizontally.</p>
<b>Wordmark</b>		
	Colour	Black: RAL9004
	Dimension	Height of lowercase "a" = 325 mm
	Font	Baskerville modified
	Other conditions	Must appear on both sides of the vessel centred below the bridge wheelhouse.
<b>Badge</b>		
	Dimension	457 mm
	Article number	9905-0146
	Position	It must be placed front and centre of the wheelhouse. It must be located above the nameplate of the builder.
<b>Funnel (black line)</b>	Colour	Black : RAL9004 MAT
		A black line is normally painted around the top of the funnel. Exhaust piping shall be painted black as well.
<b>Funnel mark (maple leaf)</b>	Colour	CCG Red: RAL3000
	Dimension	Maximum of 0.71 (5/7) of the funnel height
	Other conditions	<p>It shall be located on the outboard sides of the white funnel and on the centre line of the funnel.</p> <p>Cannot be positioned higher than 500 mm from the top of the funnel.</p>
<b>Superstructure/ house, hull markings and lifting davits</b>	Colour	White: RAL9003

Element	Characteristic	Description
<b>Bulwark rails (steel) and fairleads, bollards and capstan drums</b>	Colour	Black: RAL9004
<b>Lifting gear and masts</b>	Colour	Beige/Buff: RAL Design 070 7040
<b>Other markings</b>	ACCORDING TO INDUSTRY REGULATIONS	
<b>Ship's name and port of registry</b>	Colour	White: RAL9003
	Font	MS Sans Serif
	Other conditions	Minimum 100 mm in height, clearly legible letters of the Latin alphabet or Arabic or Roman numerals. Ports of registry marking will consist of the port only (Ottawa).
<b>Register Tonnage and Official Number</b>	Colour	Black: RAL9004
	Other conditions	Must be marked in block-type Arabic numerals at least 40 mm high on some clearly visible interior structural part of the hull. The register tonnages must be preceded by the abbreviation "N.R.T." and the official number by the abbreviation "O.N."
<b>Bow thrusters warning symbol</b>	Colour	White: RAL9003
	Other conditions	These markings are to be minimum 800 mm tall and 800 mm wide.
<b>Propeller Warning</b>	Colour	White: RAL9003
	Other conditions	These markings are to be minimum 800 mm tall and 800 mm wide.
<b>Bulbous bow and side thrusters symbols</b>		According to International Organization for Standardization.
<b>Draft Marks</b>		A scale denoting its draught of water shall be marked permanently and conspicuously on each side of its stem and of its stern post in accordance with the Canada Shipping Act.
<b>Load Line</b>	Colour	All other exterior markings shall be applied in white on the red hull or in colour contrasting with the immediate background.



**CODE DE COULEUR:**  
Norme mondiale européenne RAL  
ROUGE CCG: RAL 3005  
BLANC: RAL 9003  
NOIR: RAL 9004



**Annex J SPECIAL NAVAIDS VESSEL – 50 METRES**

Element	Characteristic	Description
<b>White diagonal stripe</b>	Colour	White: RAL9003
	Dimension	3 333 mm wide
	Other conditions	<p>The diagonal stripe will be at the location indicated on the plan - which joins the forward part of the superstructure. The diagonal stripe should be located in the middle third of the hull length.</p> <p>If the middle third does not align with the forward part of the superstructure, preference is given to lining up with the front of the superstructure instead of locating in the middle third.</p> <p>Vertical angle of 30<sup>0</sup> tilted aft</p>
<b>Black line along the diagonal band</b>	Colour	Black: RAL9004
	Dimension	111 mm wide
<b>Service Title</b>		Coast Garde Guard Côtière
	Colour	White: RAL9003
	Dimension	Height of lowercase "a" = 350 mm
	Font	MS Sans Serif
	Language	Refer to Chapter 5
	Other conditions	<p>The English and French should be separated by 3 character spaces (lowercase "a").</p> <p>The Service Title, "Coast Guard / Garde côtière", shall be positioned 3 lower case "a" character spaces aft of the white stripe on both sides of the hull.</p> <p>The Service Title must be centred between the waterline and the main deck.</p>
<b>Departmental signature</b>		 Fisheries and Oceans Canada Pêches et Océans Canada
	Colour	White: RAL9003
	Dimension	Height of lowercase "a" = 175 mm
	Font	MS Sans Serif
	Language	Refer to Chapter 6

Element	Characteristic	Description
	Other conditions	<p>On both sides of the hull at the stern of the vessel on the same upper line as the Service Title of Coast Guard.</p> <p>The English and French should be separated by 3 character spaces (lowercase "a").</p> <p>The ratio between the type size and the height of the flag symbol is 1:1.7.</p> <p>The base of the symbol and the base line of the type are aligned horizontally.</p>
<b>Wordmark</b>		
	Colour	Black: RAL9004
	Dimension	Height of lowercase "a" = 500 mm
	Font	Baskerville modified
	Other conditions	Must appear on both sides of the vessel centred below the bridge wheelhouse.
<b>Badge</b>		
	Dimension	457 mm
	Article number	9905-0146
	Position	It must be placed front and centre of the wheelhouse. It must be located above the nameplate of the builder.
<b>Funnel (black line)</b>	Colour	Black : RAL9004 MAT
		A black line is normally painted around the top of the funnel. Exhaust piping shall be painted black as well.
<b>Funnel mark (maple leaf)</b>	Colour	CCG Red: RAL3000
	Dimension	Maximum of 0.71 (5/7) of the funnel height
	Other conditions	<p>It shall be located on the outboard sides of the white funnel and on the centre line of the funnel.</p> <p>Cannot be positioned higher than 500 mm from the top of the funnel.</p>
<b>Superstructure/ house, hull markings and lifting davits</b>	Colour	White: RAL9003

Element	Characteristic	Description
<b>Bulwark rails (steel) and fairleads, bollards and capstan drums</b>	Colour	Black: RAL9004
<b>Lifting gear and masts</b>	Colour	Beige/Buff: RAL Design 070 7040
<b>Other markings</b>	ACCORDING TO INDUSTRY REGULATIONS	
<b>Ship's name and port of registry</b>	Colour	White: RAL9003
	Font	MS Sans Serif
	Other conditions	Minimum 100 mm in height, clearly legible letters of the Latin alphabet or Arabic or Roman numerals. Ports of registry marking will consist of the port only (Ottawa).
<b>Register Tonnage and Official Number</b>	Colour	Black: RAL9004
	Other conditions	Must be marked in block-type Arabic numerals at least 40 mm high on some clearly visible interior structural part of the hull. The register tonnages must be preceded by the abbreviation "N.R.T." and the official number by the abbreviation "O.N."
<b>Bow thrusters warning symbol</b>	Colour	White: RAL9003
	Other conditions	These markings are to be minimum 800 mm tall and 800 mm wide.
<b>Propeller Warning</b>	Colour	White: RAL9003
	Other conditions	These markings are to be minimum 800 mm tall and 800 mm wide.
<b>Bulbous bow and side thrusters symbols</b>		According to International Organization for Standardization.
<b>Draft Marks</b>		A scale denoting its draught of water shall be marked permanently and conspicuously on each side of its stem and of its stern post in accordance with the Canada Shipping Act.
<b>Load Line</b>	Colour	All other exterior markings shall be applied in white on the red hull or in colour contrasting with the immediate background.



**Annex K SAR LIFEBOAT – 15 METRES**

Element	Characteristic	Description
<b>White diagonal stripe</b>	Colour	White: RAL9003
	Dimension	1 000 mm wide
	Other conditions	The diagonal stripe will be at the location indicated on the plan - which joins the forward part of the superstructure. The diagonal stripe should be located in the middle third of the hull length. If the middle third does not align with the forward part of the superstructure, preference is given to lining up with the front of the superstructure instead of locating in the middle third. Vertical angle of 30° tilted aft
<b>Black line along the diagonal band</b>	Colour	Black: RAL9004
	Dimension	33 mm wide
<b>Service Title</b>		Coast Garde Guard Côtière
	Colour	White: RAL9003
	Dimension	Height of lowercase "a" = 100 mm
	Font	MS Sans Serif
	Language	Refer to Chapter 5
	Other conditions	The English and French should be separated by 3 character spaces (lowercase "a"). The Service Title, "Coast Guard / Garde côtière", shall be positioned 3 lower case "a" character spaces aft of the white stripe on both sides of the hull. The Service Title must be centred between the waterline and the main deck.
<b>Departmental signature</b>		 Fisheries and Oceans Canada Pêches et Océans Canada
	Colour	White: RAL9003
	Dimension	Height of lowercase "a" = 50 mm
	Font	MS Sans Serif
	Language	Refer to Chapter 6

Element	Characteristic	Description
	Other conditions	<p>On both sides of the hull at the stern of the vessel on the same upper line as the Service Title of Coast Guard.</p> <p>The English and French should be separated by 3 character spaces (lowercase "a").</p> <p>The ratio between the type size and the height of the flag symbol is 1:1.7.</p> <p>The base of the symbol and the base line of the type are aligned horizontally.</p>
<b>Wordmark</b>		
	Colour	Black: RAL9004
	Dimension	Height of lowercase "a" = 150 mm
	Font	Baskerville modified
	Other conditions	Must appear on both sides of the vessel centred below the bridge wheelhouse.
<b>Badge</b>		
	Dimension	229 mm
	Article number	9905-0020
	Position	It must be placed front and centre of the wheelhouse. It must be located above the nameplate of the builder.
<b>Funnel (black line)</b>	Colour	Black : RAL9004 MAT
		A black line is normally painted around the top of the funnel. Exhaust piping shall be painted black as well.
<b>Funnel mark (maple leaf)</b>	Colour	CCG Red: RAL3000
	Dimension	Maximum of 0.71 (5/7) of the funnel height
	Other conditions	<p>It shall be located on the outboard sides of the white funnel and on the centre line of the funnel.</p> <p>Cannot be positioned higher than 500 mm from the top of the funnel.</p>
<b>Superstructure/ house, hull markings and lifting davits</b>	Colour	White: RAL9003

Element	Characteristic	Description
<b>Bulwark rails (steel) and fairleads, bollards and capstan drums</b>	Colour	Black: RAL9004
<b>Lifting gear and masts</b>	Colour	Beige/Buff: RAL Design 070 7040
<b>Other markings</b>	ACCORDING TO INDUSTRY REGULATIONS	
<b>Ship's name and port of registry</b>	Colour	White: RAL9003
	Font	MS Sans Serif
	Other conditions	Minimum 100 mm in height, clearly legible letters of the Latin alphabet or Arabic or Roman numerals. Ports of registry marking will consist of the port only (Ottawa).
<b>Register Tonnage and Official Number</b>	Colour	Black: RAL9004
	Other conditions	Must be marked in block-type Arabic numerals at least 40 mm high on some clearly visible interior structural part of the hull. The register tonnages must be preceded by the abbreviation "N.R.T." and the official number by the abbreviation "O.N."
<b>Bow thrusters warning symbol</b>	Colour	White: RAL9003
	Other conditions	These markings are to be minimum 800 mm tall and 800 mm wide.
<b>Propeller Warning</b>	Colour	White: RAL9003
	Other conditions	These markings are to be minimum 800 mm tall and 800 mm wide.
<b>Bulbous bow and side thrusters symbols</b>		According to International Organization for Standardization.
<b>Draft Marks</b>		A scale denoting its draught of water shall be marked permanently and conspicuously on each side of its stem and of its stern post in accordance with the Canada Shipping Act.
<b>Load Line</b>	Colour	All other exterior markings shall be applied in white on the red hull or in colour contrasting with the immediate background.



**Annex L MID-SHORE SCIENCE VESSEL – 40 METRES**

Element	Characteristic	Description
<b>White diagonal stripe</b>	Colour	White: RAL9003
	Dimension	2 667 mm wide
	Other conditions	The diagonal stripe will be at the location indicated on the plan - which joins the forward part of the superstructure. The diagonal stripe should be located in the middle third of the hull length. If the middle third does not align with the forward part of the superstructure, preference is given to lining up with the front of the superstructure instead of locating in the middle third. Vertical angle of 30° tilted aft
<b>Black line along the diagonal band</b>	Colour	Black: RAL9004
	Dimension	89 mm wide
<b>Service Title</b>		Coast Garde Guard Côtière
	Colour	White: RAL9003
	Dimension	Height of lowercase "a" = 250 mm
	Font	MS Sans Serif
	Language	Refer to Chapter 5
	Other conditions	The English and French should be separated by 3 character spaces (lowercase "a"). Service Title, "Coast Guard / Garde côtière", shall be positioned 3 lower case "a" character spaces aft of the white stripe on both sides of the hull. The Service Title must be centred between the waterline and the main deck.
<b>Departmental signature</b>		 Fisheries and Oceans Canada Pêches et Océans Canada
	Colour	White: RAL9003
	Dimension	Height of lowercase "a" = 125 mm
	Font	MS Sans Serif
	Language	Refer to Chapter 6

Element	Characteristic	Description
	Other conditions	<p>On both sides of the hull at the stern of the vessel on the same upper line as the service title of Coast Guard.</p> <p>The English and French should be separated by 3 character spaces (lowercase "a").</p> <p>The ratio between the type size and the height of the flag symbol is 1:1.7.</p> <p>The base of the symbol and the base line of the type are aligned horizontally.</p>
<b>Wordmark</b>		
	Colour	Black: RAL9004
	Dimension	Height of lowercase "a" = 325 mm
	Font	Baskerville modified
	Other conditions	Must appear on both sides of the vessel centred below the bridge wheelhouse.
<b>Badge</b>		
	Dimension	457 mm
	Article number	9905-0146
	Position	It must be placed front and centre of the wheelhouse. It must be located above the nameplate of the builder.
<b>Funnel (black line)</b>	Colour	Black : RAL9004 MAT
		A black line is normally painted around the top of the funnel. Exhaust piping shall be painted black as well.
<b>Funnel mark (maple leaf)</b>	Colour	CCG Red: RAL3000
	Dimension	Maximum of 0.71 (5/7) of the funnel height
	Other conditions	<p>It shall be located on the outboard sides of the white funnel and on the centre line of the funnel.</p> <p>Cannot be positioned higher than 500 mm from the top of the funnel.</p>
<b>Superstructure/ house, hull markings and lifting davits</b>	Colour	White: RAL9003

Element	Characteristic	Description
<b>Bulwark rails (steel) and fairleads, bollards and capstan drums</b>	Colour	Black: RAL9004
<b>Lifting gear and masts</b>	Colour	Beige/Buff: RAL Design 070 7040
<b>Other markings</b>	ACCORDING TO INDUSTRY REGULATIONS	
<b>Ship's name and port of registry</b>	Colour	White: RAL9003
	Font	MS Sans Serif
	Other conditions	Minimum 100 mm in height, clearly legible letters of the Latin alphabet or Arabic or Roman numerals. Ports of registry marking will consist of the port only (Ottawa).
<b>Register Tonnage and Official Number</b>	Colour	Black: RAL9004
	Other conditions	Must be marked in block-type Arabic numerals at least 40 mm high on some clearly visible interior structural part of the hull. The register tonnages must be preceded by the abbreviation "N.R.T." and the official number by the abbreviation "O.N."
<b>Bow thrusters warning symbol</b>	Colour	White: RAL9003
	Other conditions	These markings are to be minimum 800 mm tall and 800 mm wide.
<b>Propeller Warning</b>	Colour	White: RAL9003
	Other conditions	These markings are to be minimum 800 mm tall and 800 mm wide.
<b>Bulbous bow and side thrusters symbols</b>		According to International Organization for Standardization.
<b>Draft Marks</b>		A scale denoting its draught of water shall be marked permanently and conspicuously on each side of its stem and of its stern post in accordance with the Canada Shipping Act.
<b>Load Line</b>	Colour	All other exterior markings shall be applied in white on the red hull or in colour contrasting with the immediate background.



**Annex M CHANNEL SURVEY AND SOUNDING VESSEL – 25 METRES**

Element	Characteristic	Description
<b>White diagonal stripe</b>	Colour	White: RAL9003
	Dimension	1 667 mm wide
	Other conditions	The diagonal stripe will be at the location indicated on the plan - which joins the forward part of the superstructure. The diagonal stripe should be located in the middle third of the hull length. If the middle third does not align with the forward part of the superstructure, preference is given to lining up with the front of the superstructure instead of locating in the middle third. Vertical angle of 30° tilted aft
<b>Black line along the diagonal band</b>	Colour	Black: RAL9004
	Dimension	56 mm wide
<b>Service Title</b>		Coast Garde Guard Côtière
	Colour	White: RAL9003
	Dimension	Height of lowercase "a" = 150 mm
	Font	MS Sans Serif
	Language	Refer to Chapter 5
	Other conditions	The English and French should be separated by 3 character spaces (lowercase "a"). The Service Title, "Coast Guard / Garde côtière", shall be positioned 3 lower case "a" character spaces aft of the white stripe on both sides of the hull. The Service Title must be centred between the waterline and the main deck.
<b>Departmental signature</b>		 Fisheries and Oceans Canada Pêches et Océans Canada
	Colour	White: RAL9003
	Dimension	Height of lowercase "a" = 75 mm
	Font	MS Sans Serif
	Language	Refer to Chapter 6

Element	Characteristic	Description
	Other conditions	<p>On both sides of the hull at the stern of the vessel on the same upper line as the Service Title of Coast Guard.</p> <p>The English and French should be separated by 3 character spaces (lowercase "a").</p> <p>The ratio between the type size and the height of the flag symbol is 1:1.7.</p> <p>The base of the symbol and the base line of the type are aligned horizontally.</p>
<b>Wordmark</b>		
	Colour	Black: RAL9004
	Dimension	Height of lowercase "a" = 200 mm
	Font	Baskerville modified
	Other conditions	Must appear on both sides of the vessel centred below the bridge wheelhouse.
<b>Badge</b>		
	Dimension	457 mm
	Article number	9905-0146
	Position	It must be placed front and centre of the wheelhouse. It must be located above the nameplate of the builder.
<b>Funnel (black line)</b>	Colour	Black : RAL9004 MAT
		A black line is normally painted around the top of the funnel. Exhaust piping shall be painted black as well.
<b>Funnel mark (maple leaf)</b>	Colour	CCG Red: RAL3000
	Dimension	Maximum of 0.71 (5/7) of the funnel height
	Other conditions	<p>It shall be located on the outboard sides of the white funnel and on the centre line of the funnel.</p> <p>Cannot be positioned higher than 500 mm from the top of the funnel.</p>
<b>Superstructure/ house, hull markings and lifting davits</b>	Colour	White: RAL9003

Element	Characteristic	Description
<b>Bulwark rails (steel) and fairleads, bollards and capstan drums</b>	Colour	Black: RAL9004
<b>Lifting gear and masts</b>	Colour	Beige/Buff: RAL Design 070 7040
<b>Other markings</b>	ACCORDING TO INDUSTRY REGULATIONS	
<b>Ship's name and port of registry</b>	Colour	White: RAL9003
	Font	MS Sans Serif
	Other conditions	Minimum 100 mm in height, clearly legible letters of the Latin alphabet or Arabic or Roman numerals. Ports of registry marking will consist of the port only (Ottawa).
<b>Register Tonnage and Official Number</b>	Colour	Black: RAL9004
	Other conditions	Must be marked in block-type Arabic numerals at least 40 mm high on some clearly visible interior structural part of the hull. The register tonnages must be preceded by the abbreviation "N.R.T." and the official number by the abbreviation "O.N."
<b>Bow thrusters warning symbol</b>	Colour	White: RAL9003
	Other conditions	These markings are to be minimum 800 mm tall and 800 mm wide.
<b>Propeller Warning</b>	Colour	White: RAL9003
	Other conditions	These markings are to be minimum 800 mm tall and 800 mm wide.
<b>Bulbous bow and side thrusters symbols</b>		According to International Organization for Standardization.
<b>Draft Marks</b>		A scale denoting its draught of water shall be marked permanently and conspicuously on each side of its stem and of its stern post in accordance with the Canada Shipping Act.
<b>Load Line</b>	Colour	All other exterior markings shall be applied in white on the red hull or in colour contrasting with the immediate background.

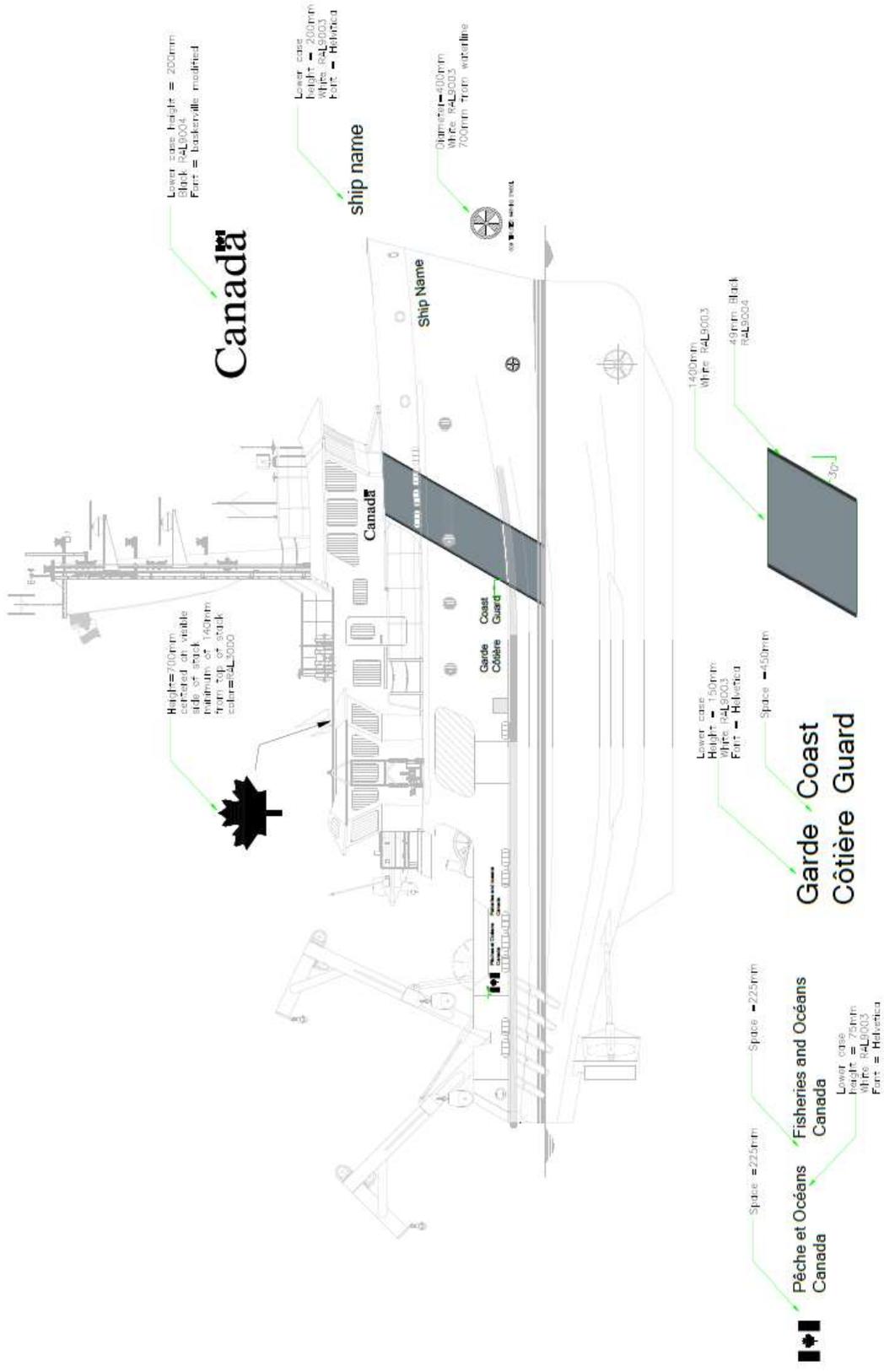


## Annex N NEAR-SHORE FISHERY RESEARCH VESSEL – 25 METRES & 22 METRES

Element	Characteristic	Description
<b>White diagonal stripe</b>	Colour	White: RAL9003
	Dimension	1 667 mm wide
	Other conditions	The diagonal stripe will be at the location indicated on the plan. The diagonal stripe should be located in the middle third of the hull length. If the middle third does not align with the forward part of the superstructure, preference is given to lining up with the front of the superstructure instead of locating in the middle third. Vertical angle of 30 <sup>0</sup> tilted aft
<b>Black line along the diagonal band</b>	Colour	Black: RAL9004
	Dimension	56 mm wide
<b>Service Title</b>		Coast Garde Guard Côtière
	Colour	White: RAL9003
	Dimension	Height of lowercase "a" = 150 mm
	Font	MS Sans Serif
	Language	Refer to Chapter 5
	Other conditions	The English and French should be separated by 3 character spaces (lowercase "a"). The service title, "Coast Guard / Garde côtière", shall be positioned 3 lower case "a" character spaces aft of the white stripe on both sides of the hull. The Service Title must be centred between the waterline and the main deck.
<b>Departmental signature</b>		 Fisheries and Oceans Canada Pêches et Océans Canada
	Colour	White: RAL9003
	Dimension	Height of lowercase "a" = 75 mm
	Font	MS Sans Serif
	Language	Refer to Chapter 6

Element	Characteristic	Description
	Other conditions	<p>On both sides of the hull at the stern of the vessel on the same upper line as the Service Title of Coast Guard.</p> <p>The English and French should be separated by 3 character spaces (lowercase "a").</p> <p>The ratio between the type size and the height of the flag symbol is 1:1.7.</p> <p>The base of the symbol and the base line of the type are aligned horizontally.</p>
<b>Wordmark</b>		
	Colour	Black: RAL9004
	Dimension	Height of lowercase "a" = 150 mm
	Font	Baskerville modified
	Other conditions	Must appear on both sides of the vessel centred below the bridge wheelhouse.
<b>Badge</b>		
	Dimension	457 mm
	Article number	9905-0146
	Position	It must be placed front and centre of the wheelhouse. It must be located above the nameplate of the builder.
<b>Funnel (black line)</b>	Colour	Black : RAL9004 MAT
		A black line is normally painted around the top of the funnel. Exhaust piping shall be painted black as well.
<b>Funnel mark (maple leaf)</b>	Colour	CCG Red: RAL3000
	Dimension	Maximum of 0.71 (5/7) of the funnel height
	Other conditions	<p>It shall be located on the outboard sides of the white funnel and on the centre line of the funnel.</p> <p>Cannot be positioned higher than 500 mm from the top of the funnel.</p>
<b>Superstructure/ house, hull markings and lifting davits</b>	Colour	White: RAL9003

Element	Characteristic	Description
<b>Bulwark rails (steel) and fairleads, bollards and capstan drums</b>	Colour	Black: RAL9004
<b>Lifting gear and masts</b>	Colour	Beige/Buff: RAL Design 070 7040
<b>Other markings</b>	ACCORDING TO INDUSTRY REGULATIONS	
<b>Ship's name and port of registry</b>	Colour	White: RAL9003
	Font	MS Sans Serif
	Other conditions	Minimum 100 mm in height, clearly legible letters of the Latin alphabet or Arabic or Roman numerals. Ports of registry marking will consist of the port only (Ottawa).
<b>Register Tonnage and Official Number</b>	Colour	Black: RAL9004
	Other conditions	Must be marked in block-type Arabic numerals at least 40 mm high on some clearly visible interior structural part of the hull. The register tonnages must be preceded by the abbreviation "N.R.T." and the official number by the abbreviation "O.N."
<b>Bow thrusters warning symbol</b>	Colour	White: RAL9003
	Other conditions	These markings are to be minimum 800 mm tall and 800 mm wide.
<b>Propeller Warning</b>	Colour	White: RAL9003
	Other conditions	These markings are to be minimum 800 mm tall and 800 mm wide.
<b>Bulbous bow and side thrusters symbols</b>		According to International Organization for Standardization.
<b>Draft Marks</b>		A scale denoting its draught of water shall be marked permanently and conspicuously on each side of its stem and of its stern post in accordance with the Canada Shipping Act.
<b>Load Line</b>	Colour	All other exterior markings shall be applied in white on the red hull or in colour contrasting with the immediate background.



**Annex O SMALL CRAFT – 12 METRES OR LESS**

Element	Characteristic	Description
<b>White diagonal stripe</b>	Colour	White: RAL9003
	Dimension	800 mm wide
	Other conditions	The diagonal stripe will be at the location indicated on the plan - which joins the forward part of the superstructure. The diagonal stripe should be located in the middle third of the hull length. If the middle third does not align with the forward part of the superstructure, preference is given to lining up with the front of the superstructure instead of locating in the middle third. Vertical angle of 30° tilted aft
<b>Black line along the diagonal band</b>	Colour	Black: RAL9004
	Dimension	27 mm wide
<b>Service Title</b>		Coast Garde Guard Côtière
	Colour	White: RAL9003
	Dimension	Height of lowercase "a" = 100 mm
	Font	MS Sans Serif
	Language	Refer to Chapter 5
	Other conditions	The English and French should be separated by 3 character spaces (lowercase "a"). The Service Title, "Coast Guard / Garde côtière", shall be positioned 3 lower case "a" character spaces aft of the white stripe on both sides of the hull. The Service Title must be centred between the waterline and the main deck.
<b>Departmental signature</b>		 Fisheries and Oceans Canada Pêches et Océans Canada
	Colour	White: RAL9003
	Dimension	Height of lowercase "a" = 50 mm
	Font	MS Sans Serif
	Language	Refer to Chapter 6

Element	Characteristic	Description
	Other conditions	<p>On both sides of the hull at the stern of the vessel on the same upper line as the Service Title of Coast Guard.</p> <p>The English and French should be separated by 3 character spaces (lowercase "a").</p> <p>The ratio between the type size and the height of the flag symbol is 1:1.7.</p> <p>The base of the symbol and the base line of the type are aligned horizontally.</p>
<b>Wordmark</b>		
	Colour	Black: RAL9004
	Dimension	Height of lowercase "a" = 150 mm
	Font	Baskerville modified
	Other conditions	Must appear on both sides of the vessel centred below the bridge wheelhouse.
<b>Badge</b>		
	Dimension	229 mm
	Article number	9905-0020
	Position	It must be placed front and centre of the wheelhouse. It must be located above the nameplate of the builder.
<b>Funnel (black line)</b>	Colour	Black : RAL9004 MAT
		A black line is normally painted around the top of the funnel. Exhaust piping shall be painted black as well.
<b>Funnel mark (maple leaf)</b>	Colour	CCG Red: RAL3000
	Dimension	Maximum of 0.71 (5/7) of the funnel height
	Other conditions	<p>It shall be located on the outboard sides of the white funnel and on the centre line of the funnel.</p> <p>Cannot be positioned higher than 500 mm from the top of the funnel.</p>
<b>Superstructure/ house, hull markings and lifting davits</b>	Colour	White: RAL9003

Element	Characteristic	Description
<b>Bulwark rails (steel) and fairleads, bollards and capstan drums</b>	Colour	Black: RAL9004
<b>Lifting gear and masts</b>	Colour	Beige/Buff: RAL Design 070 7040
<b>Other markings</b>	ACCORDING TO INDUSTRY REGULATIONS	
<b>Ship's name and port of registry</b>	Colour	White: RAL9003
	Font	MS Sans Serif
	Other conditions	Minimum 100 mm in height, clearly legible letters of the Latin alphabet or Arabic or Roman numerals. Ports of registry marking will consist of the port only (Ottawa).
<b>Register Tonnage and Official Number</b>	Colour	Black: RAL9004
	Other conditions	Must be marked in block-type Arabic numerals at least 40 mm high on some clearly visible interior structural part of the hull. The register tonnages must be preceded by the abbreviation "N.R.T." and the official number by the abbreviation "O.N."
<b>Bow thrusters warning symbol</b>	Colour	White: RAL9003
	Other conditions	These markings are to be minimum 800 mm tall and 800 mm wide.
<b>Propeller Warning</b>	Colour	White: RAL9003
	Other conditions	These markings are to be minimum 800 mm tall and 800 mm wide.
<b>Bulbous bow and side thrusters symbols</b>		According to International Organization for Standardization.
<b>Draft Marks</b>		A scale denoting its draught of water shall be marked permanently and conspicuously on each side of its stem and of its stern post in accordance with the Canada Shipping Act.
<b>Load Line</b>	Colour	All other exterior markings shall be applied in white on the red hull or in colour contrasting with the immediate background.

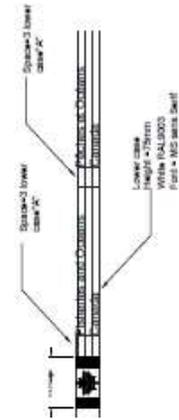
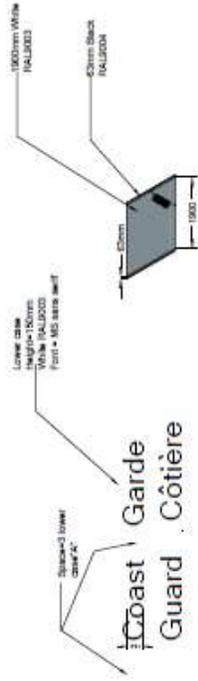
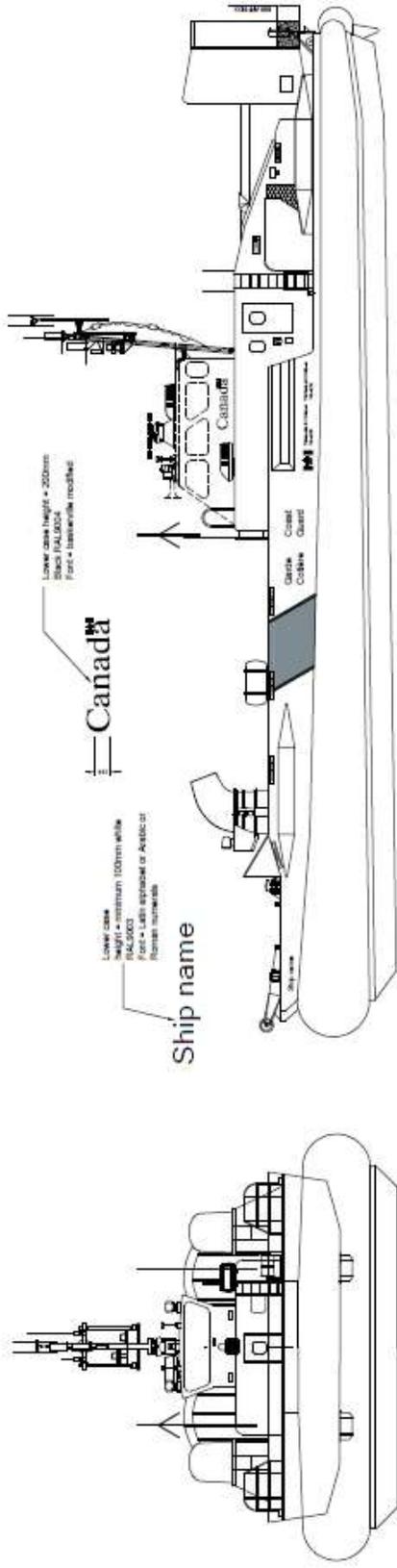


**Annex P AIR CUSHION VEHICLE – 28.5 METRES**

Element	Characteristic	Description
<b>White diagonal stripe</b>	Colour	White: RAL9003
	Dimension	1 900 mm wide
	Other conditions	The diagonal stripe will be at the location indicated on the plan. The diagonal stripe should be located in the middle third of the hull length.  If the middle third does not align with the forward part of the superstructure, preference is given to lining up with the front of the superstructure instead of locating in the middle third.  Vertical angle of 30° tilted aft
<b>Black line along the diagonal band</b>	Colour	Black: RAL9004
	Dimension	63 mm wide
<b>Service Title</b>		Coast Guard Garde Côtière
	Colour	White: RAL9003
	Dimension	Height of lowercase “a” = 150 mm
	Font	MS Sans Serif
	Language	Refer to Chapter 5
	Other conditions	The English and French should be separated by 3 character spaces (lowercase “a”).  The Service Title, “Coast Guard / Garde côtière”, shall be positioned 3 lower case “a” character spaces aft of the white stripe on both sides of the hull.  The Service Title must be centred between the waterline and the main deck.
<b>Departmental signature</b>		 Fisheries and Oceans Canada Pêches et Océans Canada
	Colour	White: RAL9003
	Dimension	Height of lowercase “a” = 75 mm
	Font	MS Sans Serif
	Language	Refer to Chapter 6

Element	Characteristic	Description
	Other conditions	<p>On both sides of the hull at the stern of the vessel on the same upper line as the Service Title of Coast Guard.</p> <p>The English and French should be separated by 3 character spaces (lowercase "a").</p> <p>The ratio between the type size and the height of the flag symbol is 1:1.7.</p> <p>The base of the symbol and the base line of the type are aligned horizontally.</p>
<b>Wordmark</b>		
	Colour	Black: RAL9004
	Dimension	Height of lowercase "a" = 200 mm
	Font	Baskerville modified
	Other conditions	Must appear on both sides of the vessel centred below the bridge wheelhouse.
<b>Badge</b>		
	Dimension	457 mm
	Article number	9905-0146
	Position	It must be placed front and centre of the wheelhouse. It must be located above the nameplate of the builder.
<b>Funnel (black line)</b>	Colour	Black : RAL9004 MAT
		A black line is normally painted around the top of the funnel. Exhaust piping shall be painted black as well.
<b>Funnel mark (maple leaf)</b>	Colour	CCG Red: RAL3000
	Dimension	Maximum of 0.71 (5/7) of the funnel height
	Other conditions	<p>It shall be located on the outboard sides of the white funnel and on the centre line of the funnel.</p> <p>Cannot be positioned higher than 500 mm from the top of the funnel.</p>
<b>Superstructure / house, hull markings and lifting davits</b>	Colour	White: RAL9003

Element	Characteristic	Description
<b>Bulwark rails (steel) and fairleads, bollards and capstan drums</b>	Colour	Black: RAL9004
<b>Lifting gear and masts</b>	Colour	Beige/Buff: RAL Design 070 7040
<b>Other markings</b>	ACCORDING TO INDUSTRY REGULATIONS	
<b>Ship's name and port of registry</b>	Colour	White: RAL9003
	Font	MS Sans Serif
	Other conditions	Minimum 100 mm in height, clearly legible letters of the Latin alphabet or Arabic or Roman numerals. Ports of registry marking will consist of the port only (Ottawa).
<b>Register Tonnage and Official Number</b>	Colour	Black: RAL9004
	Other conditions	Must be marked in block-type Arabic numerals at least 40 mm high on some clearly visible interior structural part of the hull. The register tonnages must be preceded by the abbreviation "N.R.T." and the official number by the abbreviation "O.N."
<b>Bow thrusters warning symbol</b>	Colour	White: RAL9003
	Other conditions	These markings are to be minimum 800 mm tall and 800 mm wide.
<b>Propeller Warning</b>	Colour	White: RAL9003
	Other conditions	These markings are to be minimum 800 mm tall and 800 mm wide.
<b>Bulbous bow and side thrusters symbols</b>		According to International Organization for Standardization.
<b>Draft Marks</b>		A scale denoting its draught of water shall be marked permanently and conspicuously on each side of its stem and of its stern post in accordance with the Canada Shipping Act.
<b>Load Line</b>	Colour	All other exterior markings shall be applied in white on the red hull or in colour contrasting with the immediate background.



**Annex Q HELICOPTER – BELL 206L**

Element	Characteristic	Description
<b>White diagonal stripe</b>	Colour	White: ECL-G-1634 (equivalent to RAL9003)
	Dimension	660 mm wide
	Other conditions	The diagonal stripe will be at the location indicated on the plan. The diagonal stripe should be located in the middle third of the fuselage. Vertical angle of 30° tilted aft
<b>Black line along the diagonal band</b>	Colour	Black: ECL-G-92 (equivalent to RAL9004)
	Dimension	25 mm wide
<b>Departmental signature &amp; Service Title</b>	 Fisheries and Oceans Canada / Pêches et Océans Canada / Coast Guard / Garde Côtière	
	Colour	White: ECL-G-1634 (equivalent to RAL9003)
	Dimension	Total length is 2083 mm by 127 mm height
	Font	MS Sans Serif
	Language	Refer to Chapter 5 & 6
	Other conditions	The English and French should be separated by 3 character spaces (lowercase "a"). The Service Title, "Coast Guard / Garde côtière", shall be positioned 3 lower case "a" character spaces beside and aligned with the Departmental signature on each side of the fuselage. The ratio between the type size and the height of the flag symbol in the departmental signature is 1:1.7. The base of the symbol and the base line of the type are aligned horizontally.
<b>Wordmark</b>		
	Colour	White: ECL-G-1634 (equivalent to RAL9003)
	Dimension	Total length is 864 mm by 203 mm height
	Font	Baskerville modified
	Other conditions	Must appear on both sides of the tail boom as indicated on the plan.
<b>Fuselage</b>	Colour	CCG Red : ECL-G-3756 (equivalent to RAL3000)
<b>Skid</b>	Colour	Grey: ECL-G-11020
<b>Other markings</b>	ACCORDING TO INDUSTRY REGULATIONS	
<b>Nationality mark</b>	Colour	White: ECL-G-1634 (equivalent to RAL9003)

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Element	Characteristic	Description
<b>and Registration mark</b>	Other conditions	Font shall be Roman capital type without ornamentation. A margin of not less than 50 mm between the edge of each letter Location as indicated on the plan.





**Annex R HELICOPTER – BELL 212**

Element	Characteristic	Description
<b>White diagonal stripe</b>	Colour	White: ECL-G-1634 (equivalent to RAL9003)
	Dimension	851 mm wide
	Other conditions	The diagonal stripe will be at the location indicated on the plan. The diagonal stripe should be located in the middle third of the fuselage. Vertical angle of 30° tilted aft
<b>Black line along the diagonal band</b>	Colour	Black: ECL-G-92 (equivalent to RAL9004)
	Dimension	38 mm wide
<b>Departmental signature &amp; Service Title</b>		
	Colour	White: ECL-G-1634 (equivalent to RAL9003)
	Dimension	Total length is 2921 mm by 152 mm height
	Font	MS Sans Serif
	Language	Refer to Chapter 5 & 6
	Other conditions	<p>The English and French should be separated by 3 character spaces (lowercase "a").</p> <p>The Service Title, "Coast Guard / Garde côtière", shall be positioned 3 lower case "a" character spaces beside and aligned with the Departmental signature on each side of the fuselage.</p> <p>The ratio between the type size and the height of the flag symbol in the departmental signature is 1:1.7. The base of the symbol and the base line of the type are aligned horizontally.</p>
<b>Wordmark</b>		
	Colour	White: ECL-G-1634 (equivalent to RAL9003)
	Dimension	Total length is 1133 mm by 267 mm height
	Font	Baskerville modified
	Other conditions	Must appear on both sides of the tailboom as indicated on the plan.
<b>Fuselage</b>	Colour	CCG Red : ECL-G-3756 (equivalent to RAL3000)
<b>Skid</b>	Colour	Grey: ECL-G-11020
<b>Other markings</b>	ACCORDING TO INDUSTRY REGULATIONS	

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<b>Nationality mark and Registration mark</b>	Colour	White: ECL-G-1634 (equivalent to RAL9003)
	Other conditions	Font shall be Roman capital type without ornamentation. A margin of not less than 50 mm between the edge of each letter Location as indicated on the plan.





**Annex S HELICOPTER – BO-105S**

Element	Characteristic	Description
<b>White diagonal stripe</b>	Colour	White: ECL-G-1634 (equivalent to RAL9003)
	Dimension	660 mm wide
	Other conditions	The diagonal stripe will be at the location indicated on the plan. The diagonal stripe should be located in the middle third of the fuselage. Vertical angle of 30° tilted aft
<b>Black line along the diagonal band</b>	Colour	Black: ECL-G-92 (equivalent to RAL9004)
	Dimension	25 mm wide
<b>Departmental signature &amp; Service Title</b>	 Fisheries and Oceans Canada / Pêches et Océans Canada / Coast Guard / Garde Côtière	
	Colour	White: ECL-G-1634 (equivalent to RAL9003)
	Dimension	Total length is 2107 mm by 108 mm height
	Font	MS Sans Serif
	Language	Refer to Chapter 5 & 6
	Other conditions	The English and French should be separated by 3 character spaces (lowercase "a"). The Service Title, "Coast Guard / Garde côtière", shall be positioned 3 lower case "a" character spaces beside and aligned with the Departmental signature on each side of the fuselage. The ratio between the type size and the height of the flag symbol in the departmental signature is 1:1.7. The base of the symbol and the base line of the type are aligned horizontally.
<b>Wordmark</b>		
	Colour	White: ECL-G-1634 (equivalent to RAL9003)
	Dimension	Total length is 305 mm by 71 mm height
	Font	Baskerville modified
	Other conditions	Must appear on both sides of the tailboom as indicated on the plan.
<b>Fuselage</b>	Colour	CCG Red : ECL-G-3756 (equivalent to RAL3000)
<b>Skid</b>	Colour	Grey: ECL-G-11020
<b>Other markings</b>	ACCORDING TO INDUSTRY REGULATIONS	
<b>Nationality mark</b>	Colour	White: ECL-G-1634 (equivalent to RAL9003)

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Element	Characteristic	Description
<b>and Registration mark</b>	Other conditions	Font shall be Roman capital type without ornamentation. A margin of not less than 50 mm between the edge of each letter Location as indicated on the plan.



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DRAFT

## **CONCEPT OF OPERATIONS**

### **1 BACKGROUND**

As shipping traffic increases globally, the traffic in all Canadian ports, including British Columbia (BC) ports, such as the port of Burnaby, the port of Vancouver and the port of Prince Rupert, is anticipated to increase. In response, the government announced Canada's Oceans Protection Plan (OPP), which is an ambitious whole-of-government approach that involves working with the provinces and territories, Indigenous communities, industry, environmental organizations, coastal communities and a host of other partners. This plan will help support a world-leading marine safety system that strengthens responsible shipping and protects Canadian waters through new preventive and responsive measures. One of these measures is to increase towing capacity in the Pacific region. Increasing CCG's offshore tow capacity will be addressed in three key areas:

- a) Addressing the immediate gap in tow capacity;
- b) Collecting required information to identify offshore towing gaps, mitigation strategies, and existing capacity, and
- c) Identifying a sustainable funding and delivery model for offshore tow capacity in Canada.

Given that the long-term delivery model is yet to be defined, this project will deliver an interim solution to address the immediate gap in towing capacity and enable knowledge transfer to the CCG to ensure that the CCG is well positioned to undertake this role if and when required.

### **2 PROJECT OBJECTIVES**

The CCG Emergency Towing Vessel (ETV) Project seeks to address two main objectives: 1) obtain the provision of service of two ETVs for CCG Western region for up to ten years (including option years) with the first vessel entering service no later than 30 September 2018 and a second vessel no later than 30 September 2019; and 2) introduce knowledge of ETV operations within the CCG through training and education at the individual and team levels as well as through coordinated operations and exercises at the ship level.

#### **2.1 Provision of Service**

The CCG will lease two fully-crewed offshore emergency towing vessels for operations on the West Coast to immediately increase CCG's towing capacity to mitigate against the risks of disabled large commercial vessels off Canada's coast. The ETVs must also provide support to both the Search and Rescue and Environmental Response programs

as described in Addendum 2 of this Appendix and other CCG programs, if suitably equipped and tasked.

## **2.2 Knowledge Transfer**

The CCG does not conduct large vessel towing on a regular basis and the experience and knowledge base for this type of operation is limited within the CCG. Studies may recommend that the CCG take on a greater role in this area than is presently the case and the ETV vessel lease period will provide the CCG with an opportunity to expose its personnel to this type of work. CCG will require that select CCG personnel be provided with education and training culminating with on-board experience on the ETVs to gain knowledge and awareness of ETV operations. Moreover, the CCG will seek to gain an understanding of how this type of vessel can operate with other CCG assets in support of CCG operations, such as towing, Search and Rescue or Environmental Response.

## **3 EMERGENCY TOWING VESSEL SERVICE CONCEPT OF OPERATIONS**

### **3.1 General**

Emergency towing coverage and delivery of CCG programs must be provided by the charterer from two loitering areas, as assigned by the CCG. Coverage by the ETVs must be available 24 hours a day, 365 days per year on the outer coast of British Columbia, Canada with the exception of scheduled maintenance days.

When directed by CCG, one vessel must maintain a loitering station within a “North” response area and the second vessel must maintain a loitering station in a “South” response area. The loitering and response areas are delineated in Addendum of this Appendix. These areas may be refined during the term of the lease based on an ongoing risk assessment process and other factors including CCG program support, training, crewing, etc. The Contractor will maintain responsibility for basing the vessels for crew change, maintenance activities, fuelling and other support function that best allows coverage of the operational areas. The contractor must schedule maintenance to ensure a minimum of one vessel is always available for taskings.

The vessels must be capable to respond to an incident as directed by CCG anywhere within their respective “North” and “South” areas. During an international (cross-border) search and rescue or other incident, the vessels may be required to respond within the United States waters of Juan de Fuca Strait, Puget Sound, West coast of Washington State or Southeastern Alaska as directed by CCG.

Tasking authority for emergency towing and other CCG program work will rest with the CCG unless the ETV master is aware of an immediate lifesaving situation when it can go directly without a tasking in accordance with SOLAS.

### **3.2 Response Operations**

Within the areas of operation, the Contractor supplied ETVs must be able to conduct the following tasks on a routine basis:

- a) Emergency Towing operations when tasked by the Joint Rescue Coordination Centre (JRCC) and/or the Regional Operations Centre (ROC) in accordance with the CCG Policy and Operational Procedures on Assistance to Disabled Vessels;
- b) Search and Rescue operations when tasked by the JRCC in accordance with CCG direction and advice from CCG personnel on board the ETV;
- c) Environmental Response operations when tasked by the ROC or Pollution Response Officer (PRO) in accordance with CCG direction and advice from CCG personnel on board the ETV;
- d) Support to Marine Communications and Traffic Services (MCTS) to provide standby and relay communications functions when required (i.e. when shore-based communications system failures occur); and
- e) Respond to, investigate and confirm Marine Navigation Services (MNS) outages when tasked by the ROC.

The ETV master and crew must be able to conduct Emergency Towing Operations, support to MCTS and MNS with or without CCG personnel on board the ETV.

### **3.3 Scheduled Operations**

Within the areas of operation, the ETV must be able to conduct the following tasks when scheduled by the Regional Operations Centre:

- a) Support to other CCG programs as described in Addendum 2 (CCG Programs). The extent of this requirement will depend on the capabilities (equipment and personnel) of the ETV and availability of on-board CCG personnel to support these operations;
- b) Support to the CCG Primary Environmental Response Team (PERT) to conduct shoreline monitoring and community engagement with CCG PERT team on board the ETV.
- c) Support of live training (i.e. familiarisation/demonstration of equipment) of CCG personnel rotated on the ETV in accordance with the Training Plan developed by the contractor and approved by CCG.
- d) Conduct of exercises involving CCG, volunteer and/or, contracted vessels. This activity must exercise towing procedures and could include a SAR and ER interoperability component. Exercises scenarios must be developed by the contractor and coordinated with the CCG Western region Regional Operations Centre (ROC).

### **3.4 Level of Service**

When alongside, the ETV Master must respond to a tasking for response operations within 10 minutes of receiving a tasking and be underway within 30 minutes of the initial

call. When at sea, the ETV Master must respond to a tasking for response operations and proceed on the tasking within 5 minutes of the initial call.

### **3.5 Operational Availability**

The ETV must maintain an Operational Availability of 98% at all times outside of scheduled maintenance periods.

### **3.6 Roles and Responsibilities**

- a) Contractor's Project Manager must act as single point of contact for formal communication between the Contractor and Canada for contractual issues such as financial monitoring, controlling and reporting for the contract.
- b) PSPC named representative - tbd
- c) CCG Project Manager maintains the financial delegation to authorize activities
- d) ETV Master must always be responsible for vessel safety and security. The Master must be responsive to the Western region ROC, acknowledge and execute received taskings.
- e) Western region ROC will be the tasking authority for emergency towing and other CCG program work unless the ETV master is aware of an immediate lifesaving situation in which case the ETV can proceed directly without a tasking in accordance with SOLAS.

### **3.7 Tasking and Reporting Process**

- a) The ETVs' Master will functionally report to the Regional Operations Center (ROC) Superintendent for Response and Scheduled Operations taskings. The ROC will issue taskings to the ETV Master on a daily basis.
- b) All maintenance activities and requirements for the ETV must be coordinated internally by the Contractor and reported to both the CCG ROC and CCG Project Manager on a quarterly basis.
- c) The Contractor must submit the proposed training and exercise activities to both the ROC and the CCG Project Manager on a quarterly basis. This includes the training activities scheduled on-board the ETV as well as in-class room or in the simulated environment. The ROC superintendent will be responsible for approving the plan and scheduling CCG assets and personnel, as required.

## **OPERATING AREAS**

The overall operating area is bounded by the Victoria Search and Rescue Region (SRR) as defined in the CANSAR Manual, DFO Publication 5449. Commencing at the Canada/United States border, west along the Canada/United States border to 48°30'N 124°45'W, 48°30'N 125°00'W, 48°20'N 128°00'W, 48°20'N 145°00'W, 54°40'N 140°00'W, 54°40'N 136°00'W, 54°00'N 136°00'W, 54°13'N 134°57'W, 54°39.45'N 132°41'W and 54°42.5'N 130°36.5'W.

This area is further divided into “North” and “South” sub-areas by a line commencing at Ivory Island Light (52°16.17'N, 128°24.4'W) running 235° T to where it intersects latitude 51°00'N thence westward to the West boundary limit of the SRR.

The SRR and sub-areas are shown graphically in Figure 1.

### **North Loitering Area**

In the area of 53°00'N, 130°30'W, on the west side of Banks Island with good access to the open ocean. Note - Depending on weather conditions, the vessels may also shelter in all-weather anchorages as required near the designated loitering area.

### **South Loitering Area**

In the area of 49°30'N, 127°30'W, on the west side of Vancouver Island near Nootka Island. Note - Depending on weather conditions, the vessels may also shelter in all-weather anchorages as required near the designated loitering area.

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CCG Emergency Towing Vessel Area of Operations  
Addendum 1 to Appendix B to Annex A to F7017-160056

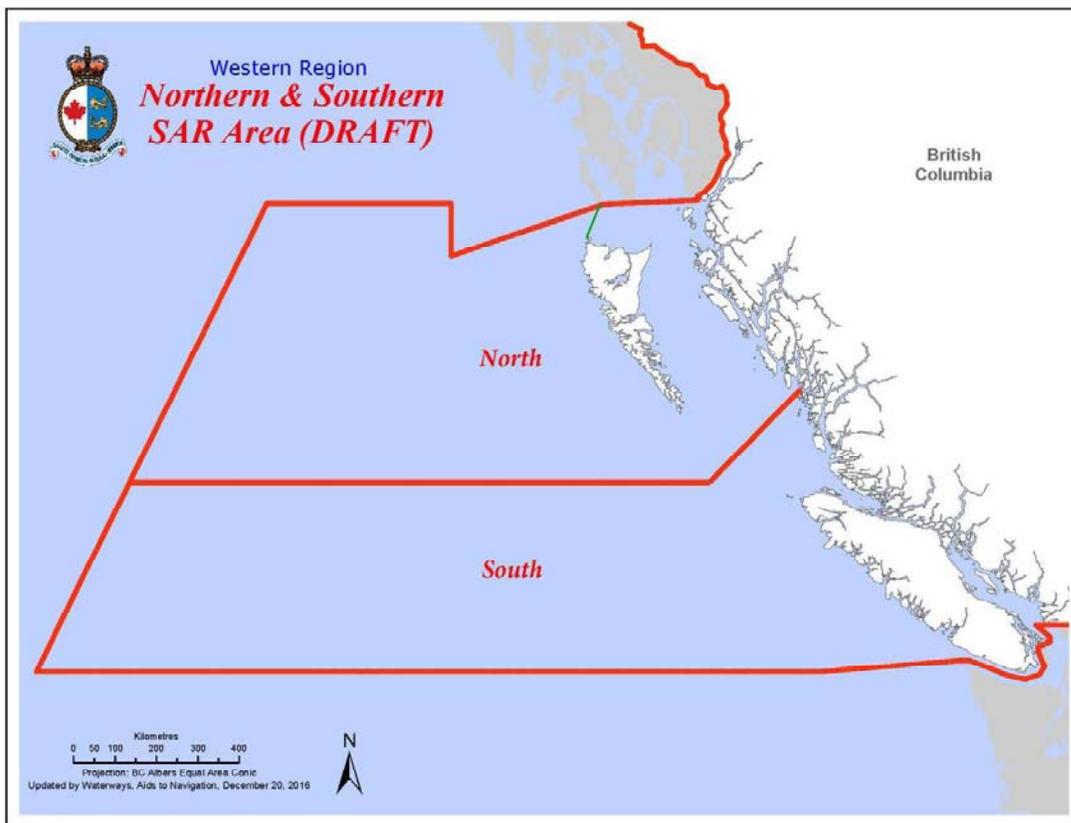


Figure 1 – Victoria SRR and “North” and “South” Sub-Areas

## CCG PROGRAMS

Mission	Description
1. Search and Rescue	<p>The Canadian Coast Guard leads the maritime component of the federal SAR system, as mandated to the Minister of Fisheries and Oceans in the <i>Oceans Act</i>. Services are provided to coordinate SAR operation on the water, communicated with ships at sea, and provide vessels and crew to respond to SAR incidents.</p> <p>The waters for which SAR coverage is provided start 800 nautical miles offshore in the Pacific, 1,000 nautical miles into the Atlantic, and stretch all the way to the North Pole. The SAR system covers an area of approximately 5.3 million square kilometres; this diverse area is substantially larger than internationally defined territorial seas.</p> <p>While there is a distinct group of primary SAR vessels vested in the Lifeboat stations located along the coast throughout Canada, all CCG vessels are multi-tasked to provide SAR response in addition to their other departmental programs.</p>
2. Icebreaking	<p>The Icebreaking program of CCG provides icebreaking and related services to facilitate the informed, safe and timely movement of maritime traffic through and around ice-covered Canadian waters for the benefit of industry and communities.</p> <p>The icebreaking program is delivered in southern Canada from mid-December to late May and in the Arctic from June to November. The CCG fleet provides specialized and multi-tasked vessels and trained crews in support of this vital program.</p> <p>This program activity includes escorting ships through ice-covered waters, freeing vessels beset in ice, conducting harbour breakouts, supports environmental protection (by minimizing damage to vessels navigating in ice), providing advice and ice information and reducing the risk of property damage by means of flood control on the St. Lawrence River through monitoring, prevention and breaking up of ice jams.</p> <p>The Icebreaking program also contributes to Arctic sovereignty through the re-supply of northern communities, providing support to other government agencies and organizations and maintaining a visible federal government marine presence in the Canadian North. This is normally performed by a dedicated fleet of medium and heavy icebreakers, but during emergency or surge requirements, multi-task vessels have been deployed for specialized missions or to fill gaps in service levels.</p>

CCG Program Descriptions

Addendum 2 to Appendix B to Annex A to F7017-160056

<p>3. Environmental Response</p>	<p>The Canadian Marine Oil Spill Preparedness and Response Regime is built on a government/industry partnership. Industry provides Canada's regulated primary capacity to clean up oil spills. The Coast Guard must be prepared at all times to act as a backstop, as the lead federal agency responsible for ensuring an appropriate response to all ship-source and mystery source pollution incidents in waters under Canadian jurisdiction</p> <p>CCG vessels have the capability to deploy pollution countermeasures equipment, maintained by the program, if required to respond to a marine pollution incident. Vessels tasked to the Arctic carry pollution countermeasures equipment and trained crews on board in the event a response to a marine pollution incident is required north of 60N.</p>
<p>4. Aids to Navigation</p>	<p>The Aids to navigation program involves the provision of short-range marine aids numbering over 17,000, including visual aids (fixed aids, lighthouses and buoys), aural aids (fog horns), radar aids (reflectors and beacons) and long-range marine aids, including electronic aids, such as the Differential Global Positioning System (DGPS). All these services provide a direct benefit to mariners by contributing to safe, accessible and effective vessel transit in Canadian waters.</p> <p>The CCG fleet operates a variety of large and small nav aids and multi-tasked vessels and helicopters to place, recover and maintain this network of navigational aids. These aids may be year-round and/or seasonal and placement of the floating aids to navigation often requires the vessel servicing the aids to be in positions close to shoals, rocks and reefs.</p>
<p>5. Maritime Security</p>	<p>Canadian Coast Guard (CCG) involvement in maritime security is based on its obligation under the Oceans Act to provide ships, aircraft and other maritime services in support of federal maritime priorities. In support of national security, CCG uses its vessel fleet, on-water expertise and extensive vessel monitoring systems to:</p> <ul style="list-style-type: none"> <li>• Enhance awareness of possible maritime security threats;</li> <li>• Support on-water law enforcement and responsiveness; and</li> <li>• Enhance collaboration with departments and agencies throughout the maritime security community</li> </ul>
<p>6. ITS / MCI Construction, Installation, Maintenance and/or Repair</p>	<p>The CCG Shore-based Asset Readiness (SBAR) program ensures CCG's non-fleet assets (worth \$1.5 billion) are available and reliable to support delivery of CCG programs. These non-fleet assets include both fixed and floating aids, such as visual aids (e.g. fixed aids and buoys), sound aids (e.g. fog horns), radar aids (e.g. reflectors and beacons) and long-range marine aids, namely the Differential Global Positioning System (DGPS) as well as electronic communication and navigation systems and over 300 radio towers.</p>

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	<p>The CCG Fleet supports ITS with ships so that predictive, preventative and corrective maintenance actions required to preserve or restore the operating capability and reliability of assets can be achieved, especially in remote areas.</p>
7. Conservation and Protection	<p>Coast Guard support to the C&amp;P program is provided from specialized fisheries patrol vessels in the near-shore and offshore areas, as well as from multi-tasked CCG vessels or helicopters, when requested. The CCG fleet personnel provide support to armed boarding parties, coordination and planning support to provide cost effective program delivery, personnel safety support to fisheries officers, monitoring support, and support to special operations.</p> <p>The areas of coverage for this program range from inshore freshwater rivers and lakes to the edge of the continental shelf and beyond. Operations vary from year-round to seasonal and take place in all areas, including those in and near ice-infested waters (for the seal hunt).</p>
8. Science (Oceans Science)	<p>The CCG fleet provides trained crews on board specialized and multi-tasked vessels in support of the departmental Science program. In most cases, Science program specialists and unique program equipment are required for specific missions but there are occasions where CCG vessels and their crews offer a source of unique capabilities and expertise often vital to the science program.</p> <p>Specific examples of the types of assistance provided by the CCG fleet include research trawlers and fishing vessels to conduct stock assessments, hydrographic survey vessels and launches, water column research, seismic work, oceanographic vessels, and icebreaking capability to support science in ice and climate change research. Areas covered by these services range from inshore areas, to the high Arctic, to the outer limits of Canada's jurisdiction.</p>
9. CHS	<p>The Canadian Hydrographic Service contributes to safety on Canadian waterways by undertaking hydrographic surveys from primarily Canadian Coast Guard vessels to measure, describe, and chart the physical features of Canada's oceans and navigable inland waters.</p> <p>CHS hydrographers are actively engaged in surveying and measuring Canada's inland navigable waterways to the edge of the continental shelf and beyond, the Great Lakes, and the Atlantic, Pacific and Arctic Ocean coasts.</p>
10. Support to Other Government Departments	<p>This program ensures that the federal civilian fleet meets the current and emerging needs and priorities of Canadians and Canada. As such, the program not only supports Coast Guard programs, the</p>

CCG Program Descriptions  
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	Department's science, fisheries, and aquaculture activities but also provides support to other federal departments that need on-water delivery to support their mandates.
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Assistance to Disabled Vessels  
Addendum 3 to Appendix B to Annex A to F7017-160056

## **POLICY AND OPERATIONAL PROCEDURES ON ASSISTANCE TO DISABLED VESSELS**



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## **Canadian Coast Guard**

### **Policy and Operational Procedures on Assistance to Disabled Vessels**

#### ***1. Policy Statement***

This policy will be followed when a request for assistance from a disabled vessel is received to determine whether, how, and to what extent assistance shall be provided based on the risks involved. All relevant risks will be considered, including those related to persons requiring assistance, the disabled vessel, CCG and its employees.

#### ***2. Application***

2.1 This policy applies to CCG and will take precedence over all internal CCG policies, directives, procedures, and instructions concerning assistance to non-CCG disabled vessels.

2.2 CCG employees will follow the *Fleet Safety and Security Manual* procedures when a CCG vessel is disabled and requires assistance.

2.3 However, when a CCG SAR resource is on scene and when lives are in immediate danger, i.e., *in extremis*, the Commanding Officer shall take any actions he or she deems necessary to save lives, including towing with persons on board. In this event, and when lives are no longer in immediate danger, Commanding Officers must re-evaluate the risks to determine how to evacuate the persons onboard.

2.4 CCG will follow the *Operational Procedures for Assistance to Disabled Vessel* in Annex 1.

#### ***3. Guiding Principle***

For vessels in distress, potential distress, capsized vessels or situations in doubt, the first consideration shall always be to save the lives in danger including measures to evacuate all persons from the distressed vessel and recover any persons from the water.

#### ***4. General***

4.1 Assistance at sea is a mutual service between mariners based on need and isolation. Assistance is typically provided without pause, as the providers know they may need assistance in the future.

4.2 Given the foregoing, it is recognized that the timely provision of technical assistance to, or towing of, disabled vessels can be an effective way of meeting the national search and rescue (SAR) objective of preventing loss of life and injury.

4.3 However, CCG will not assist disabled vessels merely on request and will not compete with commercial or private interests to provide assistance. Some incidents that involve CCG resources or the use of the SAR system are either preventable or unreasonable given limited resources that are available to respond to more serious incidents. Furthermore, they may place responders in unnecessary danger.

4.4 Resources of CCG will not be tasked nor provide a tow to disabled vessels for the sole purpose of transiting from one place of refuge to another.

4.5 If a disabled vessel requesting assistance refuses commercial or private assistance when available, this shall be considered a cancellation of the initial request for assistance. CCG will notify the master of the disabled vessel accordingly.

4.6 If a disabled vessel refuses to evacuate when the Commanding Officer of the mobile facility responding requires the personnel to evacuate, this shall be considered a cancellation of the initial request for assistance. CCG will notify the master of the disabled vessel accordingly.

4.7 CCG Pollution Response Officers have broad powers under the *Canada Shipping Act, 2001* to address the threat or discharge of pollutants in Canadian waters and EEZ. Pollution Response Officers are authorized to take a wide variety of actions to remove or reduce the threat of marine pollution.

4.8 CCG employees involved in the provision of assistance are not personally liable for any death, injury or property damage that could occur as a result of the assistance operation if they exercised due diligence and acted in good faith, within the responsibilities attached to their position, and within the mandate of CCG.

## **5. Interpretation**

It is required to refer to Annex 2, “Terminology”, for definitions of some terms used in this policy.

## **6. Enquiries**

General enquiries to this policy shall be directed to the Manager, Search and Rescue, Maritime Services, at [infopol@dfo-mpo.gc.ca](mailto:infopol@dfo-mpo.gc.ca) or by telephone at 613-990-3119.

Marc Grégoire  
Commissioner

## Annex 1

### **Operational Procedures for Assistance to Disabled Vessels**

#### ***1. Assistance to a Vessel in Distress or when Status in Doubt***

1.1 If time and the circumstances allow, the Commanding Officer should consider providing technical assistance before deciding to tow. From time-to-time, the CCG will have to tow vessels in distress. In the ordinary practice of seamanship, towing involves fewer risks to the towed vessel if the towing vessel is smaller or the same size as the towed vessel. Should towing be necessary, the Commanding Officer shall follow the detailed instructions provided in the Fleet Safety and Security Manual.

1.2 When the situation is stabilized, or if additional information is available to determine that the vessel is no longer in distress, any requirements for further assistance shall follow the directives in Section 2 as appropriate.

#### ***2. Assistance to a Disabled Vessel (i.e. not in Distress)***

##### **2.1 IN OPEN WATER**

2.1.1 No waiting period should delay the tasking of any mobile facility to any situation where there is an uncertainty as to the safety of the persons at sea.

2.1.2 When the master of a disabled vessel requesting assistance (non-distress or non-potential distress) is in direct communication with a Marine Communications and Traffic Services (MCTS) Centre, Regional Operations Centre, or Ice Office and has advised that persons onboard are in no immediate danger, the centre/office shall ensure that the Maritime SAR Mission Co-ordinator (at the Joint Rescue Co-ordination Centre or Maritime Rescue Sub-centre (JRCC/MRSC)) for the area in which the disabled vessel is located is informed and provided with all pertinent information in order for the Maritime SAR Mission Co-ordinator to take the lead. As the vessel is not in distress, sufficient time will be taken to evaluate the request before deciding on a course of action. CCG will not compete with commercial salvage or towing interests and therefore will not tow disabled vessels unless all efforts to obtain commercial or private assistance have been carried-out and have failed to resolve the situation. In general, (refer to Appendix 2 for decision guidance):

1. The Maritime SAR Mission Co-ordinator, normally through the appropriate MCTS Centre, shall advise the owner/operator to make his or her own arrangements for assistance;

2. If the owner/operator is unable or unwilling to secure arrangements for assistance, the Maritime SAR Mission Co-ordinator shall request that the MCTS

Centre issue a Maritime Assistance Request Broadcast (MARB) alerting all private, commercial and vessels of opportunity in the area of the need for assistance and thus giving them the opportunity to provide this assistance;

3. If there is no response to the MARB, in special circumstances, the Maritime SAR Mission Co-ordinator may contact other mobile facilities such as CCG primary SAR units or CCGA to provide an expeditious response;

4. The Maritime SAR Co-ordinator will consult with the Regional Operations Centre if it is determined that assistance will be needed from a CCG vessel not on primary SAR as the tasking may impact other programs. In all cases, when the Maritime SAR Mission Co-ordinator tasks CCG resources they shall provide all pertinent information regarding the vessel requiring assistance and instruct the Commanding Officer to take any reasonable action in order to resolve the situation.

5. The Maritime SAR Mission Co-ordinator through their regional alert network must provide Transport Canada Marine Safety and Transportation Safety Board with details of the incident in order to support actions preventing similar incidents from occurring in the future. Special emphasis should be placed on situations when the SAR Mission Co-ordinator and/or the Commanding Officer of the assisting vessel reasonably believe that the disabled vessel had to be assisted because it was un-seaworthy or otherwise in violation of *Canada Shipping Act, 2001*, and/or the regulations made there under.

2.1.3 Although the Maritime SAR Mission Co-ordinator should not routinely engage in obtaining third party assistance for a disabled vessel, in exceptional circumstances and in complete consultation with the owner/operator of the disabled vessel, the Maritime SAR Mission Co-ordinator may aid in co-ordinating commercial or private assistance. The owner/operator shall be informed and agree that he or she will always remain responsible for any and all costs incurred. It must be made clear to the supplier and the end user of the assisting service that the CCG or the Crown has no contractual or other obligation whatsoever in any arrangement.

2.1.4 Regions are to ensure that CCG Environmental Response and partner agencies, such as Transport Canada Marine Safety and the Transportation Safety Board are informed of the details of requests for assistance according to established protocols. Any requests received by Regional Operations Centre for CCG resources to assist disabled vessels on behalf of partner agencies shall be forwarded to the Assistant Commissioner. The Assistant Commissioner's approval will be required before any CCG resource is tasked to tow disabled vessels of 33 metres or more in length.

2.1.5 For disabled vessels in open water, in order to prevent more serious safety risks from developing, technical assistance may be provided on an as available basis by the CCG only after efforts to obtain commercial or private assistance have been carried out and have failed to resolve the situation.

2.1.6 In all other situations if time and the circumstances allow, the Commanding Officer should consider providing technical assistance before deciding to tow. Any technical assistance, such as fuel or provisions transferred to the disabled vessel, will be strictly on account of the owner/operator of that vessel. From time-to-time the CCG will have to tow disabled vessels. In the ordinary practice of seamen towing involves fewer risks to the towed vessel if the towing vessel is smaller or the same size as the towed vessel. Should towing be necessary, Commanding Officers shall follow detailed instructions in the Fleet Safety and Security Manual. In general, the Commanding Officer shall provide a copy and formally explain to the master or person in charge of the disabled vessel written towing conditions (see [Appendix 1](#)). The Commanding Officer shall also discuss the risks of towing and CCG expectations during the tow.

2.1.7 When any CCG resource has a disabled vessel under tow and commercial or private assistance arrives on-scene, the Commanding Officer shall hand over the tow to the commercial/private vessel provided it appears capable and the transfer can be conducted safely.

2.1.8 Requests to use a CCG resource to engage in salvage operations of vessels, outside of a SAR operation, with no persons on board shall be carefully assessed prior to authorization by the Assistant Commissioner. Since salvage is normally the responsibility of the vessel owner, the status of the owner must be determined to be unknown, unwilling or unable. Recovery of an abandoned vessel including towing to a place of refuge should be made under the CCG Environmental Response mandate.

2.1.9 Should a disabled vessel be towed by a CCG resource the towing operation should always be to the nearest place of refuge or to a rendez-vous position where the tow can be safely transferred to commercial or private mobile facilities. In all cases, the Commanding Officer shall record the date and time when the SAR operation ended i.e., when the persons aboard the disabled vessel have been transferred to a safe place and the time when they started the disabled vessel operation under CCG Environmental Response mandate in the log book.

2.1.10 On arrival at the place of refuge, it is not the responsibility of the CCG resource to secure the disabled vessel. However, the Commanding Officer may take such action as is necessary, having due regard for the circumstances of the case, to ensure that the disabled vessel is safely secured or anchored.

2.1.11 Commanding Officers may have to cast off the tow in order to respond to a distress situation or incident of a more serious nature. In instances when the persons onboard the disabled vessel consider themselves to be in potential danger and wish to abandon, the Commanding Officer of the CCG resource should consider the risks and if prudent to do so, evacuate these persons and continue on with the more serious incident

with the knowledge that these persons may have to remain onboard the CCG resource for an extended period. The Commanding Officer shall notify the JRCC/MRSC of the action taken.

## ***2.2 When ice is present***

2.2.1 The provisions of this paragraph 2.2 apply in addition to the provisions of paragraph 2.1.

2.2.2 In the ordinary practice of seamanship, towing involves fewer risks to the towed vessel if the towing vessel is smaller or the same size as the towed vessel. When ice is present, CCG resources are generally much larger than the disabled vessel, thus due care and attention must be exercised. Tasking smaller vessels to tow a disabled vessel of similar size is an option preferable to tasking a larger CCG ship. Additional consideration should be given to the possibility of using a larger CCG ship to escort the towing vessel and its tow through the ice.

2.2.3 Therefore, given the considerations in paragraph 2.2.2 for disabled vessels when ice is present, the CCG will not tow small vessels of less than 33 metres in length with persons onboard. Instead, other options to be considered to render assistance include, but are not limited to the following:

- .1 provide assistance to find alternate towing arrangements and standby to provide icebreaker escort for the tow if required;
- .2 standby until ice conditions improve;
- .3 render onboard technical assistance;
- .4 assist crew to transfer to a safe place and tow with no persons onboard; or,
- .5 as a last resort, assist crew to abandon vessel, transfer them to a safe place, leave the unoccupied vessel and depart the area.

## ***3. Towing instructions and conditions***

In all situations where towing is appropriate, and as far as safely feasible in the circumstances, the Commanding Officer of the responding CCG unit shall instruct the master or person in charge of the assisted vessel on the towing operation that is contemplated, its risks and CCG expectations during the tow. The master or person in charge of the assisted vessel shall confirm his or her understanding of the instructions and risks, and agree to the conditions of the towing operation. If safely feasible, the Commanding Officer of the responding CCG unit shall obtain a signature of the *Towing Conditions and Understanding* (see Appendix 1).

## Annex 2

### Terminology

The following terms used in this document have the following meanings:

<b>Distress</b>	A search and rescue incident where there is a reasonable certainty that one or more individuals are threatened by grave and imminent danger and require immediate assistance. ( <i>Détresse</i> )
<b>Uncertainty</b>	Uncertainty phase exists during a search and rescue incident when: there is doubt regarding the safety of a vessel or persons on board, a vessel has been reported overdue at destination, or a vessel has failed to make an expected position report. ( <i>Incertitude</i> )
<b>Alert</b>	Alert phase exists during a search and rescue incident when: there is apprehension regarding the safety of a vessel or the persons on board, following the uncertainty phase, attempts to establish contact with the vessel have failed and inquiries addressed to other appropriate sources have been unsuccessful, or information has been received indicating that the operational efficiency of a vessel is impaired but not to the extent that a distress situation is likely. ( <i>Alerte</i> )
<b>Disabled</b>	A situation wherein a vessel afloat is not in distress or immediate danger has lost all means of propulsion, steering or control to such a degree as to be incapable of proceeding to safety without assistance. ( <i>Désemparé</i> )
<b>When ice is present</b>	All types of ice greater than 10 cm thick (nilas, brash, pancake ice formation) located in the immediate vicinity of the disabled vessel. ( <i>En présence de glace</i> )
<b>Place of refuge</b>	A place where a ship in need of assistance can take action to enable it to stabilize its condition and reduce the hazards to navigation, and to protect human life and the environment <sup>1</sup> . ( <i>Lieu de refuge</i> )
<b>Mobile Facility</b>	Any aircraft, vessel or other craft which may be called upon to use to support SAR operations and may need to perform on-scene coordinator functions for multiple facilities in the vicinity of a distress situation.

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<sup>1</sup> International Maritime Organization, A.949(23).1.19

## APPENDIX 1

### TOWING CONDITIONS AND UNDERSTANDING

I, the undersigned \_\_\_\_\_ declare being the owner/operator/master/person in charge of the \_\_\_\_\_, registered under the official number or registration or license number \_\_\_\_\_ do hereby request that the Canadian Coast Guard Ship \_\_\_\_\_ (hereinafter: the “Search and Rescue Unit or SAR Unit”) provide my disabled vessel with towing assistance.

In doing so, I declare being of sound body and mind and perfectly aware of the dangers and risks of a towing operation, for myself, for all persons on board the vessel, and for the vessel and its equipment.

I confirm that the Search and Rescue Unit has informed me of the details of the intended towing operation and the SAR Unit expectations from my vessel during the operation, including the requirement not to undertake any manoeuver or apply the engine or rudder unless it is ordered by the SAR Unit or the SAR Unit has been informed and agreed to the manoeuver.

I confirm that I am responsible for the safety of the crew and passengers onboard my disabled vessel and that I will take all reasonable steps to ensure their safety during towing operation.

In addition, I have been informed of, and agree to the following:

- The towing operation will be to the nearest place of refuge, or to a rendez-vous position where the tow can be safely transferred;
- If there is a more serious situation elsewhere, the towline will be released or transferred and the towing operation will be ended immediately;
- The SAR Unit may release the towline and end the towing operation if such operation poses risks to its safety or the safety of its crew;

- If adequate commercial assistance reaches the scene, the SAR Unit may hand over the tow. I will be liable to any charges from that commercial resource;
- Upon arrival at the nearest place of refuge, the SAR Unit will release the towline and depart and it will be my responsibility to secure my own vessel; and,
- the Canadian Coast Guard, the Department of Fisheries and Oceans Canada, the Government of Canada, Her Majesty the Queen in right of Canada and any of their employees or servants are not liable for damages suffered by my vessel, any of its equipment, its owner, master, operator, person in charge, crew or passengers, if the towing operation has to be abandoned, or if damages occurred despite the exercise of due diligence and good seamanship practices of the master and crew of the Search and Rescue Unit.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

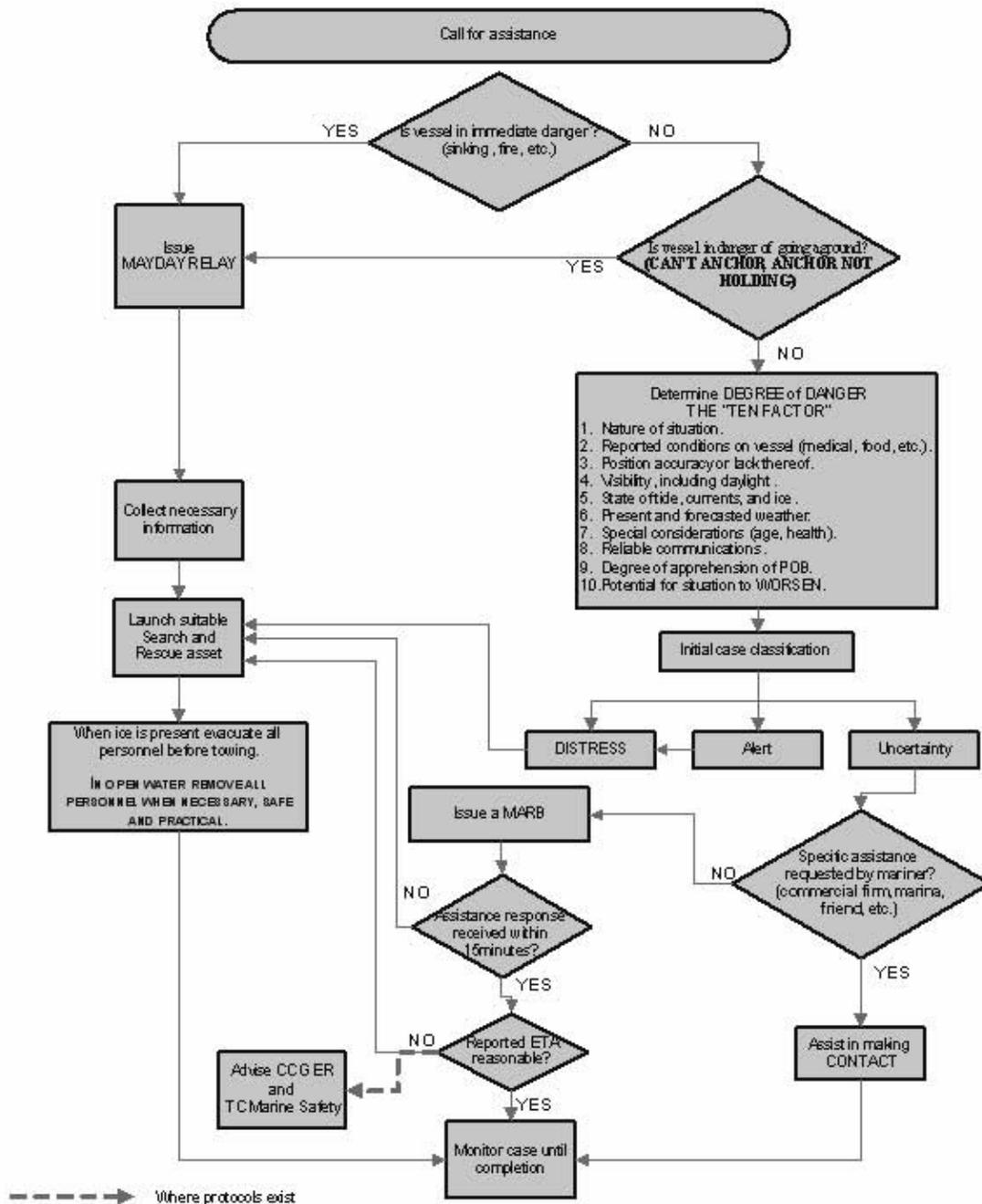
Date: \_\_\_\_\_

Witness (if any): \_\_\_\_\_

Note to the Commanding Officer of the SAR Unit:

If the circumstances do not allow the signature of this document, it should be read to the master or person in charge of the disabled vessel by radio, and their verbal acceptance of this agreement and waiver should be noted in the SAR Unit's logbook. Any electronic recordings of the conversation and agreement shall be retained and safeguarded according to established policy and procedures. In some circumstances it may be preferable to have MCTS communicate with the disabled vessel. Commanding Officers should discuss the circumstances with the MCTS Officer as appropriate

## APPENDIX 2 – TOWING DECISION FLOW CHART



## **REFERENCES**

Canadian Coast Guard Report on events related to the capsizing & sinking of *L'Acadien II* off the coast of Cape Breton 28//29 March 2008.

Transportation Safety Board Marine Investigation Report M08M0010: Capsizing while under tow - Small Fishing Vessel *L'Acadien II*, 18nm Southeast of Cape North, Cape Breton Island, Nova Scotia 29 March 2008.

Department of National Defence Search and Rescue Operation Report: *F/V L'Acadien II* - Case H2008-00319 March 28<sup>th</sup>/29<sup>th</sup>, 2008.

Transportation Safety Board Marine Investigation Report M05L0036: Ice damage and subsequent sinking - Fishing Vessel *Justin Moff*, The Magdelan Islands, Quebec, 29 March 2005.

Transportation Safety Board Marine Investigation Report M97L0021: Sinking of the Fishing Vessel *Gilbert D* off Îles de la Madeleine, Quebec on 16 March 1997.

Canadian Coast Guard Report Investigation on the Loss of the *F/V Angela and Brothers*.

Canadian Coast Guard Fleet Safety and Security Manual DFO 5737

National SAR Manual B-GA-209-001/DFO 5449: 7.14 (soon to be replaced by: IAMSAR Manual, Volume IV, Canadian SAR Manual)

Canadian Coast Guard Ice Navigation in Canadian Waters

Transport Canada National Place of Refuge Contingency Plan (PORCP) TP 14707 (07/2007)

Transport Canada Safety of Towed Ships and Other Floating Objects, SSB 13/88

Transport Canada Towboats - Dangers Associated with Girding, SSB 13/94

Transport Canada DRAFT, Arctic Waters Towing Guidelines, TCMS, P&N, April 2000

International Maritime Organization Guidelines for Safe Ocean Towing MSC/Circ 884 Dec 1998

International Maritime Organization Guidelines on the Safety of Towed Ships & other Floating Objects, including Installations, Structures, & Platforms at Sea Res A.765(18) Nov 1993

International Maritime Organization, International Convention for the Safety of Lives at Sea (SOLAS), Chapter V, Regulation 12  
International Maritime Organization, International Aeronautical and Maritime Search and Rescue Manual, Volume III

The Canadian Towing Industry: Tugs, Barges and Their Relationships, TP 11173, Jan 1992

U.S. Coast Guard Addendum to the United States National SAR Supplement Chapter 4 - General SAR Policies.

Marine Towing in Ice Covered Waters, Peter E. Dunderdale (English only)

Websites (note: some sites may only be available in one language):

<http://ice-glaces.ec.gc.ca/>

<http://laws.justice.gc.ca/en/home>

<http://www.ccg-gcc.gc.ca>

<http://www.dfo-mpo.gc.ca>

<http://www.ec.gc.ca>

<http://www.imo.org>

<http://www.marisec.org/>

<http://www.martechpolar.com/Polar%20Ship%20Operations/Martech%20Polar%20-%20Ship%20Operations%20in%20Ice.htm>

<http://www.nts.gov>

<http://www.tc.gc.ca/marinesafety/>

<http://www.tc.gc.ca/marinesafety/tp/tp14707-atlantic/menu.htm>

<http://www.tsb.gc.ca>

<http://www.uscg.mil>

### Emergency Towing Vessel Build Contract Deliverables Requirements List (CDRL)

DIDs are specified as either requiring Canada to “Accept” (A) or “Review” (R). Those requiring acceptance, must be accepted by Canada before the Contractor can progress the work for that particular requirement/deliverable. Those that need only be reviewed will still need to be accepted by Canada, however, Work for the requirement can progress as the Contractor works to address any of Canada’s outstanding comments.

Unless otherwise specified, deliverables, issues, comments or questions must be provided in Microsoft Office Suite 2010 format.

**DID Naming Convention:** DIDs are divided into four separate categories:

- M series DIDs are those that address project management, experience and governance requirements.
- T series DIDs are those that address technical requirements.
- Q series DIDs are those that address quality and safety management.
- I series DIDs are those that address integrated logistics support requirements.

**Acronyms**

1 MACA = 1 Month After Contract Award

DID Number	Title	Accept/ Review	Initial Submission	Frequency	Review Period
	<b>Project Management</b>				
M-001	Project Management Plan	A	1 MACA	As Required	5 working days
M-002	Master Project Schedule	A	1 MACA	Master Plan - As Required/ Master Schedule - Weekly	5 working days
M-003	Issue and Risk Management Plan/Issues and Risk Register	A	1 MACA	Monthly	5 working days
M-004	Configuration Management Plan	A	1 MACA	As Required	5 working days
M-005	Communications Plan	A	1 MACA	As Required	5 working days
M-006	Progress Reports	A	3 MACA	Quarterly	5 working days
M-007	Meeting Agendas and Minutes	A	3 MACA	Quarterly	5 Working days

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DID Number	Title	Accept/ Review	Initial Submission	Frequency	Review Period
	<b>Technical</b>				
T-001	Mobilization Plan	A	1 MACA	N/A	
T-002	De-mobilization Plan	A	6 months prior to end of vessel service		15 working days
T-003	Vessel Condition Survey/Maintenance Plans	A			
T-004	Proof of Certification	A			
	<b>Quality and Safety Management</b>				
Q-001	Safety Management Plan	A	1 MACA	As Required	5 working days
	<b>Integrated Logistics Support (ILS)</b>				
I-001	Knowledge Transfer Plan	A	6 MACA	As Required	15 working days
1-002	Human Resource Plan	A	Bid proposal		

## **DID M-001 Project Management Plan**

### **1. PURPOSE of DID:**

The purpose of this DID is to identify the requirements for the Contractor's Project Management Plan (PMP).

### **2. ATTACHMENTS and APPLICABLE REFERENCES:**

Attachments: N/A

References: DID M-002, M-003, M-004, M-005, M-006

### **3. PREPARATION INSTRUCTIONS:**

#### Format:

The PMP shall be prepared in the Contractor's format and accepted by Canada.

The PMP must be provided in a searchable PDF format for all versions prior to the final version. The final version of the PMP must be provided in both Microsoft Word and PDF files.

#### Requirements:

The Contractor must present a plan which conforms to standard project management practices, such as the Project Management Book of Knowledge (PMBOK) or equivalent. The PMP should describe in appropriate detail all aspects of how the Contractor intends to manage the project to ensure all objectives are achieved, on cost, within scope and on time.

The PMP shall be kept current during the course of the Work. Subsequent amendments to the PMP shall be forwarded to Canada for review and acceptance.

The PMP shall identify and describe all activities and processes necessary to conduct the project, and the resources that will be allocated to complete the activities as outlined. All activities for this project shall be managed in accordance with the accepted PMP. The PMP shall address the following topics, as a minimum:

- a. Master Plan and Schedule (M-002)
- b. Issue and Risk Management Plan (M-003)
- c. Configuration Management Plan (M-004)
- d. Communications Plan (M-005)
- e. Progress Reporting (M-006)
- f. Meeting Agendas and Minutes (M-007)
- g. Operations Management Plan (M-008)
- h. Human Resources Plan (I-002)
- i. Safety Management Plan (Q-001)

The PMP itself must cover each of the topics above in sufficient detail to provide clarity on the Contractor's approach to managing each of these topics for this Work. Details are to be further elaborated upon in sub-plans (specific DIDs for the sub-plans are indicated above).

**Bid Proposal**

The Bid Proposal must contain a preliminary Project Management Plan (PMP) together with such subordinate plans as defined by the CDRL.

**Within 1 month after Contract Award**

The Contractor must deliver the final PMP to Canada for review and acceptance.

**4. DELIVERABLES:**

**Bid Proposal**

PMP is to be provided to Canada as part of the bid in accordance with Part 3 of the RFP – Bid Preparation Instructions.

**Within 1 month after Contract Award**

One (1) electronic copy of the Contractor's PMP in PDF and one (1) electronic copy in Word are to be provided to Canada.

## **DID M-002 Master Project Schedule**

### **1. PURPOSE of DID:**

The purpose of this DID is to identify to the Contractor the requirement for a Master Project Schedule (MPS).

### **2. ATTACHMENTS and APPLICABLE REFERENCES:**

Attachments: N/A

References: DID M-001

### **3. PREPARATION INSTRUCTIONS:**

#### Format:

The MPS shall be prepared in the Contractor's format and accepted by Canada.

The MPS must be provided in both MS Project and a searchable PDF format for all versions.

The MPS should also provide a Gantt chart format with activities, deliverables, milestones and critical path.

#### Requirements:

The MPS must outline the project milestones, associated activities and deliverables extending from Contract Award through to project close out activities.

The MPS should reflect the anticipated chartering schedule, for up to 5 years, including the sequence of events and timeframes, relationships and dependencies, and must include, at a minimum:

- a) Activities as part of the mobilization and de-mobilization plans;
- b) A notional schedule for the Skills and Knowledge Transfer Plan;
- c) A notional crew change schedule for the Contractor's personnel;
- d) A notional schedule for Maintenance activities; and
- e) Meetings and reporting to Canada.

The MPS as submitted in the bid proposal shall establish the baseline for measuring the progress and performance of the Contractor, and be reported upon at meetings and Quarterly Progress Report to Canada. Any deviations or variances must be identified and explained.

Following review by Canada of the final MPS, it shall be updated on an as-required basis to ensure that it is kept current.

The Contractor's MPS must be kept current and align with the overall Project Management Plan developed for DID M-001.

**4. DELIVERABLES:**

**Bid Proposal**

The MPS is to be provided to Canada as part of the bid in accordance with Part 3 of the RFP – Bid Preparation Instructions.

**Within 1 month after Contract Award**

One (1) electronic copy of the Contractor's MPS in PDF and one (1) electronic copy in MS Project are to be provided to Canada.

## **DID M-003 Issue and Risk Management Plan/Issue and Risk Register**

### **1. PURPOSE of DID:**

The purpose of this DID is to identify the requirements for the Contractor's Issue and Risk Management Plan (IRMP) and to identify and record technical risks.

### **2. ATTACHMENT and APPLICABLE REFERENCES:**

Attachments: N/A

References: DID M-001

### **3. PREPARATION INSTRUCTIONS:**

#### Format:

The IRMP shall be prepared in the Contractor's format and accepted by Canada.

The IRMP must be provided in a searchable PDF format for all versions prior to the final version. The final version of the IRMP must be provided in both Microsoft Word and PDF files. The Issue and Risk Register must be provided in Microsoft Excel.

#### Requirements:

The Contractor must provide a Project Risk and Issue Management Plan (IRMP) consistent with PMBOK and industry best practices.

The IRMP shall describe the policies, procedures and management systems within the Contractor's organization to manage both foreseen and unforeseen project risks as well as project issues as they may arise.

Additionally, the IRMP must also include risk strategies that will be used to avoid, control, mitigate or transfer risks within this project. This must include strategies for dealing with technology or processes which may be new to the contractor.

The Contractor must maintain a Project Risk and Issue Register and include it as part of the Monthly Progress Report.

The IRMP must contain the following, as a minimum:

- a) Risk management planning, including the concept for management and ongoing review of risks.
- b) Risk identification methodology, including a description of the risk register.
- c) Qualitative and quantitative risk analysis methodology.
- d) Risk response planning methodology.

- e) Risk monitoring and control including reporting methodology to corporate management and Canada.
- f) Issue management methodology including issue identification, escalation process, resolution activities, and issue monitoring.

The Contractor must manage risks and issues in accordance with the IRMP.

The Contractor's Risk and Issue Register must be presented and discussed at the monthly Progress Review Meetings.

The Contractor's Risk and Issue Management Plan must be kept current and align with the overall Project Management Plan developed for DID M-001.

#### **4. DELIVERABLES:**

##### **Within 1 month after Contract Award**

One (1) electronic copy of the Contractor's IRMP in PDF and one (1) electronic copy in Word are to be provided to Canada. One (1) electronic copy of the Contractor's Risk and Issue Register in PDF and one (1) electronic copy in MS Excel are to be provided to Canada.

##### **Quarterly**

One (1) electronic copy of the Contractor's Risk and Issue Register in PDF is to be provided to Canada as part of the Quarterly Progress Report.

## **DID M-004 Configuration Management Plan**

### **1. PURPOSE of DID:**

The purpose of this DID is to describe the policies, procedures and management systems within the Contractor's organization used to define, and manage deviations from the Baseline Requirements of the ETV during the project.

### **ATTACHMENT and APPLICABLE REFERENCES:**

Attachments: N/A

References: DID M-001

### **2. PREPARATION INSTRUCTIONS:**

#### Format:

The CMP shall be prepared in the Contractor's format and accepted by Canada.

The CMP must be provided in a searchable PDF format for all versions prior to the final version. The final version of the CMP must be provided in both Microsoft Word and PDF files.

#### Requirements:

The CMP must define and describe in appropriate detail how the Contractor intends to monitor and continue to meet the requirements set out in the Baseline requirements.

The CMP must define the following, as a minimum:

- a) The Contractor's plan for monitoring that the ETV Baseline Requirements continue to be met throughout the duration of the contract, regardless of vessel maintenance, repair and replacement of parts; and
- b) A process to request approval from Canada should deviations (technical or non-technical) from the initial baseline requirements manifest themselves due to maintenance, repair, and replacement of parts, etc.

### **3. DELIVERABLES:**

#### **Bid Proposal:**

CMP is to be provided to Canada as part of the bid in accordance with Part 3 of the RFP – Bid preparation Instructions.

## **DID M-005 Communications Plan**

### **1. PURPOSE of DID:**

The purpose of this DID is to identify the requirements for the Contractor's Communications Plan (CP).

### **2. ATTACHMENT and APPLICABLE REFERENCES:**

Attachments: N/A

References: DID M-001

### **3. PREPARATION INSTRUCTIONS:**

#### Format:

The CP shall be prepared in the Contractor's format and accepted by Canada.

The CP must be provided in a searchable PDF format for all versions prior to the final version. The final version of the CP must be provided in both Microsoft Word and PDF files.

#### Requirements:

The Contractor must prepare a Communications Plan that describes how the Contractor intends to communicate with Canada throughout the duration of the contract

The CP must define and describe in appropriate detail, how the Contractor intends to communicate regarding document distribution, scheduling of meetings, scheduled reporting, ad hoc reporting, etc.

#### **Document distribution:**

Agendas to Progress Review Meetings will be distributed, via email, at a minimum, a week prior to the meeting for review and approval by Canada.

Minutes and Action Items to the Progress Review Meetings will be documented by the Contractor and distributed to Canada, via email, for review and approval a week following the meeting.

#### **Reporting:**

Progress reports will be submitted, via email, on a quarterly basis, on the first Monday of the month, for review and approval by Canada. Approval and/or comments, as required, will be sent back within 5 working days from receipt of the report. Any updates to the report shall be returned to Canada within 5 working days from receipt of comments.

**Master Plan:**

The Master Plan will be reported to Canada as part of the quarterly progress report. Any deviations to the plan should be communicated to Canada for approval, as required.

The Contractor's CP must be kept current and align with the overall Project Management Plan developed for DID M-001.

**4. DELIVERABLES:**

**Bid Proposal**

CP is to be provided to Canada as part of the bid in accordance with Part 3 of the RFP – Bid Preparation Instructions.

**Within 1 month after Contract Award**

One (1) electronic copy of the Contractor's CP in PDF and one (1) electronic copy in Word are to be provided to Canada.

## **DID M-006 Quarterly Project Progress Reports**

### **1. PURPOSE of DID:**

The purpose of this DID is to indicate the progress of the work completed, including accomplishments and areas of concern, which must be supported with a written explanation for each item.

### **ATTACHMENT and APPLICABLE REFERENCES:**

Attachments: N/A

References: DID M-001

### **2. PREPARATION INSTRUCTIONS:**

#### Format:

The Quarterly Project Progress Reports shall be prepared in the Contractor's format and accepted by Canada.

The Progress Reports must be provided in a searchable PDF format for all versions prior to the final version. The final version of the Progress Reports must be provided in both Microsoft Word and PDF files.

#### Requirements:

The Progress Reports must include the following items, as a minimum:

- a. A written description and assessment of the activities undertaken, during the reporting period, including:
  - i. vessel towing taskings;
  - ii. vessel program taskings; and
  - iii. training activities.
- b. An updated Master Project Schedule including
  - i. project activity and milestone accomplishments;
  - ii. any significant changes or delays to the schedule; and
  - iii. areas of concern.
- c. All action items arising from previous project meetings and their status; and
- d. A Risk Register showing updated risk status and mitigation plans.

### **3. DELIVERABLES:**

The Contractor must submit Progress Reports (CDRL M-006) to the Contracting Authority, no later than 30 days after contract award and then recurring every three months, for the duration of the lease. The Progress Reports must reflect the full three month period since the last day covered in the preceding Progress Report.

## **DID M-007 Meeting Agendas and Minutes**

### **1. PURPOSE of DID:**

The purpose of this DID is to identify to the Contractor the requirements for the development and presentation of meeting agendas and minutes.

### **2. ATTACHMENTS and APPLICABLE REFERENCES:**

Attachments: Sample agendas

References: DID M-001 Project Management Plan

DID M-005 Communications Plan

### **3. PREPARATION INSTRUCTIONS:**

#### Format:

The meeting agendas and minutes must be developed in the Contractor's format. The format must be reviewed and accepted by Canada.

The meeting agendas and minutes must be provided in Microsoft suite formats or as a searchable PDF for all versions prior to the final version.

#### Remarks:

The **agenda** will provide all meeting attendees with the structure and schedule of meetings, which will permit participants to better prepare for the subject meeting.

The agenda must notify participants of the topics to be discussed at the applicable meeting. The agenda must address, but not necessarily be limited to, the following:

- a. The time, date, location and expected meeting duration;
- b. The scope, purpose and objective of the meeting;
- c. List of attendees;
- d. List of agenda items with time and duration of each item to be discussed; and
- e. List of action items and status.

Unless otherwise specified, any documents to be discussed at a scheduled meeting will be submitted with the agenda.

The **minutes** must be prepared using an acceptable format within the constraints imposed herein. Meeting minutes must include the following, as a minimum:

- a. Time, date and meeting location;
- b. List of meeting attendees;
- c. The scope, purpose and objective of the meeting;

- d. Summary of discussion surrounding each item discussed at the meeting;
- e. Record of decisions made at the meeting;
- f. List of action items taken from the meeting and status of items from previous meetings;
- g. Suggested agenda items for the next meetings; and
- h. The date, time and location of the next meeting.

**4. DELIVERABLES:**

5 working days prior to meeting

One (1) electronic copy of the meeting agenda must be provided to Canada five (5) days prior to the applicable meeting.

5 working days after meeting

One (1) electronic copy of the meeting minutes must be provided to Canada five (5) days after the applicable meeting.

**SAMPLE TECHNICAL REVIEW MEETING AGENDA**

**TECHNICAL MEETING #**

**Date:**

**Time:**

**Location:**

**Attendees:**

- 1. OPENING REMARKS**
- 2. ACCEPTANCE OF PREVIOUS MINUTES**
- 3. REVIEW OF PREVIOUS ACTION ITEMS**
- 4. TECHNICAL AUTHORITY – NEW ITEMS**
- 5. CONTRACTOR – NEW ITEMS**
- 6. OTHER ISSUES**
- 7. TRANSPORT CANADA REGULATORY ISSUES**
- 8. ISSUES REGISTER**
- 9. ADJOURNMENT AND DATE OF NEXT MEETING**

**SAMPLE PROGRESS REVIEW/PROGRAM MILESTONE MEETING AGENDA**

**PROGRESS MEETING #**

**Date:**

**Time:**

**Location:**

**Attendees:**

- 1. OPENING REMARKS**
- 2. ACCEPTANCE OF PREVIOUS MINUTES**
- 3. REVIEW OF PREVIOUS ACTION ITEMS**
- 4. CONTRACTOR – NEW ISSUES**
- 5. TECHNICAL AUTHORITY – NEW ITEMS**
- 7. PWGSC CONTRACTING AUTHORITY – NEW ITEMS  
(Milestone Payment Status)**
- 8. SCHEDULE UPDATES**
- 9. RISK REGISTER**
- 10. ISSUES REGISTER**
- 11. DATE OF NEXT MEETING AND CLOSING REMARKS**

## **DID T-001 Mobilization Plan**

### **1. PURPOSE of DID:**

The purpose of this DID is to describe the work required to mobilize the ETV from its initial condition to meet the Baseline Requirements of the vessel and the functional requirements as described in this Statement of Work and the CONOPS.

### **ATTACHMENT and APPLICABLE REFERENCES:**

Attachments: N/A

References: DID M-002 (Master Schedule)  
DID T-002 (De-mobilization Plan)

### **2. PREPARATION INSTRUCTIONS:**

#### Format:

The Mobilization Plan shall be prepared in the Contractor's format and accepted by Canada.

The Mobilization Plan must be provided in a searchable PDF format for all versions prior to the final version. The final version of the Mobilization Plan must be provided in both Microsoft Word and PDF files.

#### Requirements:

The Mobilization Plan must describe in sufficient detail how the Contractor intends to mobilize the ETV from its initial state and condition to meet the requirements of the vessel detailed in the Baseline Requirements document, the SOW and ConOps.

The Mobilization Plan must ensure the first ETV can begin operations no later than 30 September 2018 and the second ETV can do so no later than 30 September 2019. Timings and sequencing of activities should be captured in the Master Schedule DID (M-002), however the Mobilization Plan must describe how the Contractor will meet the required timeframes. This deliverable should also describe whether mobilization can be achieved earlier and under what considerations, constraints and costs.

### **3. DELIVERABLES:**

#### **Bid Proposal**

One (1) electronic copy of the Mobilization Plan is to be provided in accordance with Part 3 of the RFP – Bid Preparation Instructions.

**Within 1 Month After Contract Award**

One (1) electronic copy of the Mobilization Plan must be provided to Canada for review and acceptance one (1) month after the contract effective date.

## **DID T-002 De-mobilization Plan**

### **1. PURPOSE of DID:**

The purpose of this DID is to describe the work required to de-mobilize the ETV from its operating condition to its release from service.

### **ATTACHMENT and APPLICABLE REFERENCES:**

Attachments: N/A

References: DID M-002 (Master Schedule)

DID T-001 (Mobilization Plan)

### **2. PREPARATION INSTRUCTIONS:**

#### Format:

The De-mobilization Plan shall be prepared in the Contractor's format and accepted by Canada.

The De-mobilization Plan must be provided in a searchable PDF format for all versions prior to the final version. The final version of the Mobilization Plan must be provided in both Microsoft Word and PDF files.

#### Requirements:

The De-mobilization Plan must describe in sufficient detail how the Contractor intends to de-mobilize the ETV from its operating condition to its release from service.

The De-mobilization Plan must include removal of Government Furnished Equipment and painting to its original schema and other work as agreed by Canada. De-mobilization work will occur after the lease period is complete.

The Master Schedule DID (M-002) must capture timelines and sequence of the activities to meet this requirement.

### **3. DELIVERABLES:**

#### **Bid Proposal**

One (1) electronic copy of the De-mobilization Plan is to be provided in accordance with Part 3 of the RFP – Bid Preparation Instructions.

#### **Within 6 months prior to end of vessel service**

One (1) electronic copy of the De-mobilization Plan must be provided to Canada for review and acceptance six (6) months prior to end of vessel service.

## **DID T-003 Vessel Condition Survey/Maintenance Plans**

### **1. PURPOSE of DID:**

The purpose of this DID is to define for the Contractor the requirements for the Vessel Condition Survey/Maintenance Plans (VCS/MP).

### **2. ATTACHMENT and APPLICABLE REFERENCES:**

Attachments: N/A

References: DID M-002

### **3. PREPARATION INSTRUCTIONS:**

#### Format:

The VCS/MP shall be prepared in the Contractor's format and accepted by Canada.

The MP documentation must be provided in a searchable PDF format for all versions prior to the final version. The final version must be provided in both Microsoft Word and PDF files.

#### Requirements:

The Contractor must provide a VCS outlining the status/condition for any vessels to be used to execute the Contract.

The Contractor must describe in sufficient detail how the ETV meets the requirements of the vessel condition outlined in the Baseline Requirements document.

The Contractor must provide a MP indicating its approach to maintaining vessels.

The Maintenance Plan must describe in sufficient detail the maintenance regime to be implemented throughout the duration of the contract, in order to meet required towing and class requirements and classification, as well as routine maintenance work to preserve condition of the vessel, as required.

Maintenance activities and sequencing must be captured in the Master Schedule DID (M-002).

### **4. DELIVERABLES:**

#### **Bid Proposal**

VCS/MP is to be provided to Canada as part of the bid in accordance with Part 3 of the RFP – Bid Preparation Instructions.

## **DID Q-001 Safety Management Plan**

### **1. PURPOSE of DID:**

The purpose of this DID is to identify to the Contractor the requirements for the development and presentation of the Safety Management Plan.

### **2. ATTACHMENTS and APPLICABLE REFERENCES:**

Attachments: N/A

References: DID M-001

### **3. PREPARATION INSTRUCTIONS:**

#### Format:

The Safety Management Plan must be prepared in the Contractor's format. The format must be reviewed and accepted by Canada.

The Safety Management Plan must be provided in Microsoft suite formats or as a searchable PDF for all versions prior to the final version. The final version of the Safety Management Plan must be provided in PDF files.

#### Requirements:

The Safety Management Plan must include and/or reference all the processes, procedures, standard practices, approaches, etc., that are used in ensuring a safe working environment. The major functional requirements of the Safety Management Plan include and are not limited to the following procedures:

- a) Reporting procedures for accidents, hazardous occurrences, and nonconformities.
- b) Procedures covering preparation for, and response to, emergency situations.
- c) Procedures for internal audits, management reviews, and dealing with nonconformities.
- d) Procedures covering shipboard maintenance and associated records for plant and equipment that has been fitted to ensure safe vessel operation and environmental protection.
- e) Procedures covering operations of shore-based management and vessel's with respect to the Code.
- f) Procedures covering document control and the maintenance of records.

- g) Procedures covering the assignment, competencies, and qualifications of shipboard personnel.

4. **DELIVERABLES:**

**Bid Proposal**

One (1) electronic copy of the Contractors Safety Management Plan is to be provided in accordance with Part 3 of the RFP – Bid Preparation Instructions.

**Within 1 Month After Contract Award**

One (1) electronic copy of the Safety Management Plan must be provided to Canada for review and acceptance one (1) month after the contract effective date.

## **DID I-001 Skills and Knowledge Transfer Plan**

### **1. PURPOSE of DID:**

The purpose of this DID is to identify the requirements for the Skills and Knowledge Transfer Plan to the Contractor.

### **2. ATTACHMENT and APPLICABLE REFERENCES:**

Attachments: N/A

References: DID M-001

### **3. PREPARATION INSTRUCTIONS:**

#### Format:

The Skills and Knowledge Transfer Plan shall be prepared in the Contractor's format. The format must be reviewed and accepted by Canada.

The Knowledge Transfer Plan and associated training materials must be provided in a searchable PDF format for all versions prior to the final version. The final version must be provided in both MS Word and PDF files.

Where applicable, slides must be provided in MS PowerPoint.

#### Requirements:

The Skills and Knowledge Transfer Plan must define and describe in appropriate detail all aspects of how the Contractor intends to provide CCG crew with large vessel towing best practices, procedures, familiarization and education.

The Skills and Knowledge Transfer Plan must be developed with the assistance and input of Canada. Canada shall identify personnel for this activity.

The Skills and Knowledge Transfer Plan must address these 5 education types and support:

1. In-class familiarization;
2. Simulation;
3. Live demonstrations and deck exercises;
4. Real life exercises; and
5. Support to CCG College.

The **In-class familiarization** must include, at a minimum, these elements:

- a) Large Vessel towing equipment (kits) descriptions;

- b) Competency descriptions for skills, knowledge and attitudes specific to large vessel towing and salvage operations.
- c) Scenarios and case studies that identify risks in large vessel towing operations.
- d) Steps and procedures including but not limited to; scene assessment, communications, commands and signals, equipment set-up, line gun, messenger lines, hook-up, towing ops, towing safety, towing emergencies, ship handling etc.

The **Simulation Training** must include, these elements:

- a) Marine Class A or Class B ship simulator for towing scenarios
- b) Three simulation scenarios that depict 20,000T+ ships in various weather and sea states.
- c) Evaluation criteria for the successful completion of simulation missions.

NOTE: Ideally the simulator will have 360 degree field of view with towing vessels math models as ownships.

The **Live demonstration/familiarization** must include, at a minimum, all elements of the in-class training, though aboard the ship.

The **Real life exercises**, must be developed in collaboration with CCG and provide an exercise plan utilizing the ETV and an additional ship to be used as a casualty ship for demonstration of towing procedures and program exercises.

The **Support to CCG College** element, must at a minimum, describe how the Contractor proposes assisting the CCG College in developing its long term training curriculum for large vessel towing with CCG assets.

### **Bid Proposal**

The Skills and Knowledge Transfer Plan submitted at bid proposal must propose a plan which explains how the Contractor intends to address all five elements listed above.

### **Within 6 months after Contract Award**

The Skills and Knowledge Transfer Plan submitted at 6 months after contract award must describe in sufficient detail how the plan submitted at bid proposal will be executed and must include the curriculum, lesson plans, and training objectives for each element of the Plan.

**DELIVERABLES:**

**Bid Proposal**

Skills and Knowledge Transfer Plan is to be provided to Canada as part of the bid in accordance with Part 3 of the RFP – Bid Preparation Instructions.

**Within 6 months after Contract Award**

One (1) electronic copy of the Contractor's Skills and Knowledge Transfer Plan in PDF and one (1) electronic copy in Word are to be provided to Canada.

## **DID I-002 Human Resources Plan**

### **1. PURPOSE of DID:**

The purpose of this DID is to identify the requirements for Human Resources (HR) Plan.

### **2. ATTACHMENT and APPLICABLE REFERENCES:**

Attachments: N/A

References: DID M-001

### **3. PREPARATION INSTRUCTIONS:**

#### Format:

The HR Plan must be prepared in the Contractor's format and accepted by Canada.

The HR Plan must be provided in a searchable PDF format for all versions prior to the final version. The final version of the HR Plan must be provided in both Microsoft Word and PDF files.

#### Requirements:

The HR Plan should describe, at a minimum:

- a) The Contractor's HR staffing practices;
- b) The qualifications and certifications for the ETV crew; and
- c) The training qualifications for the resource responsible for the Skills and Knowledge Transfer component of the contract.

The HR Plan must provide the Contractor's approach to employee retention and hiring to ensure capable emergency towing personnel will be available for the duration of the contract and into the optional extension period.

The Contractor must provide a list of key project management personnel that will be involved in the ETV project.

The Contractor must define the roles and responsibilities of its personnel identified in the HR Plan, as well as any reporting relationships.

The Contractor's HR Plan must be kept current and align with the overall Project Management Plan developed for DID M-001 and be kept current for the duration of the Contract.

4. **DELIVERABLES:**

**Bid Proposal**

The HR Plan is to be provided to Canada as part of the bid in accordance with Part 3 of the RFP – Bid Preparation Instructions.

**Within 1 month after Contract Award**

One (1) electronic copy of the HR Plan in PDF and one (1) electronic copy in Word are to be provided to Canada (if revisions are required).