



## RETURN BIDS TO:

## RETOURNER LES SOUMISSIONS À:

Travaux publics et Services gouvernementaux  
Canada

Place Bonaventure,

800 rue de la Gauchetière Ouest

Voir aux présentes - See herein

Montréal

Québec

H5A 1L6

FAX pour soumissions: (514) 496-3822

## REQUEST FOR PROPOSAL

## DEMANDE DE PROPOSITION

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

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

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

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

**Comments - Commentaires**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du**

**fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Travaux publics et Services gouvernementaux Canada  
Place Bonaventure,

800 rue de la Gauchetière Ouest

Voir aux présentes - See herein

Montréal

Québec

H5A 1L6

<b>Title - Sujet</b> Chartering ship , meals included	
<b>Solicitation No. - N° de l'invitation</b> W3934-18B001/A	<b>Date</b> 2018-03-16
<b>Client Reference No. - N° de référence du client</b> W3934-18-B001	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$MTA-309-14805	
<b>File No. - N° de dossier</b> MTA-7-40291 (309)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2018-04-30</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Heure Normale du l'Est HNE
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Paradis, Mary	<b>Buyer Id - Id de l'acheteur</b> mta309
<b>Telephone No. - N° de téléphone</b> (514) 702-8173 ( )	<b>FAX No. - N° de FAX</b> (514) 496-3822
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> MINISTERE DE LA DEFENSE NATIONALE MON-URSC (EST) CP 100 Succursale Bureau chef Garnison St-Jean Richelain Québec J0J 1R0 Canada	

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



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	Chatering ship meals included. Details in the Request for Proposal.	W3934	W3934	1	lot	\$	XXXXXXXXXXXX		

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N° de l'invitation – Sollicitation no.  
W3934-18B001/A  
N° de réf. du client - Client Ref. No.  
W3934-18B001

No. N° de la modif - Amd. No.  
N° File No. - N° du dossier  
MTA-7-40291

Id de l'acheteur - Buyer ID  
MTA309  
CCC / CCC No./ N° VME - FMS

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## PART 1 - GENERAL INFORMATION

### 1.1 Security Requirements

There are no security requirements for this purchase.

### 1.2 Statement of work – Bid

The Work to be performed is detailed under Annex A – Statement of work.

### 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 in writing, by telephone or in person.

### 1.4 Trade Agreements

"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-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA)."

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The 2003 (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

**Subsection 5.4** of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 120 days

### 2.2 Submission of Bids

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

## 2.2.1 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favor a particular bidder will be given consideration provided they are submitted to the Contracting Authority **at least 15 days** before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

## 2.3 Former Public Servant

### Former Public Servant – Competitive bid

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 FPSs, 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.

#### Definitions

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

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

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

"pension" means a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

#### Former Public Servant in Receipt of a Pension

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 FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. 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.

#### 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:

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

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

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

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If

no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

*Due to the nature of the bid solicitation, bids transmitted by epost Connect service will not be accepted.*

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

Section I: Technical Bid ( 2 hard copies)  
Section II: Financial Bid ( 1 hard copy)  
Section III: Certifications ( 1 hard copy)

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

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

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

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

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### **Section I: Technical Bid**

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

#### **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.



### 3.1.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, please complete the choices below of Electronic Payment Instruments, to identify which ones are accepted.

If choices below of Electronic Payment Instruments are not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

- ( ) Visa Acquisition Card;
- ( ) MasterCard Acquisition Card;
- ( ) Direct Deposit (Domestic and International);
- ( ) Electronic Data Interchange (EDI);
- ( ) Wire Transfer (International Only);
- ( ) Large Value Transfer System (LVTS) (Over \$25M)

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

### 3.1.2 Exchange Rate Fluctuation

**C3011T** 2013-11-06, Exchange Rate Fluctuation

## Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

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

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

- a. Bidder must be able to perform the full scope of the work described in Annex A – Statement of work.
- b. Conformity to the preselected mandatory technical criteria which are included in Annex 'D'.
- c. Acceptance of terms and conditions as mentioned in the bid solicitation.

##### 4.1.1.2 Evaluation method for the mandatory technical criteria

- a. At the bid closing date, bids will be evaluated on the preselected mandatory technical criteria at Annex 'D'.

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Note: The evaluation of all the mandatory technical criteria at Annexe 'D ' will be done on a pass /fail basis.

- b. To demonstrate that your services meet all preselected mandatory specifications, bidders must respond with a written text on each criteria.
- c. If a supplier is unable to demonstrate that their products meet the performance criteria mentioned at Annex D, this will render their bid non-compliant.

Note 1:

To be considered, all these criteria have to be respected in order to facilitate evaluation of the next steps.

IN THE ABSENCE OF THIS INFORMATION, THE PROPOSAL WILL BE REJECTED.

4.1.1.3 Next Steps:

Note 2:

Only those proposals that meet all the mandatory criteria of the Request for Proposal will be subject to further evaluation which is the evaluation of the Certifications at Annex E, followed by the financial evaluation.

4.1.2 Financial Evaluation

4.1.2.1. Mandatory financial criteria

- a. Compliance with the methods for setting the proposed prices;
- b. Firm prices must be provided for all items listed on Annex 'B' – Basis of payment,

**PROPOSALS THAT DO NOT MEET THESE REQUIREMENTS WILL BE REJECTED.**

SACC Manual Clause

[A0220T](#) 2014-06-26 Evaluation of Price - Bid

[A0222T](#) 2014-06-26 Evaluation of Price - Canadian/Foreign bidders

4.1.3 Price evaluation

The prices at Annex 'B' – Basis of payment will be evaluated as follows:

Firm unit price x quantity of each item per year = Total price of each item.

Applies to all the items.

This formula applies to the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> year for a total of 3 years.

Total firm price of all items for 3 years = the total price of the contract (All applicable taxes are extra)

**4.2 Basis of Selection - Mandatory Technical Criteria**

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

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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. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

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

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

#### 5.1.1 Integrity Provisions – Required Documentation

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

#### 5.1.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

#### 5.1.3 Additional Certifications Precedent to Contract Award

##### 5.1.3.1 Status and Availability of Resources

A3005T 2010-08-16 Status and Availability of resources

##### 5.1.3.2 Insurance - Proof of Availability Prior to Contract Award

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

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

#### 5.1.3.3 Annex 'E', Certifications.

The information on this Annex must be completed by the supplier. Required to qualify or disqualify the suppliers.

## PART 6 - RESULTING CONTRACT CLAUSES

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

### 6.1 Security Requirements

6.1.1. There are no security requirements associated to this purchase.

### 6.2 Statement of Work – Contract

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

### 6.3 Standard Clauses and Conditions

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

#### 6.3.1 General Conditions

2010C (2016-04-04), General Conditions – Services (Medium Complexity), apply to and form part of the Contract.

### 6.4 Term of Contract

#### 6.4.1 Period of the Contract

The period of the Contract will be from May 26, 2018 until October 6, 2018 and from May 25, 2019 to October 5, 2019 inclusively.

#### 6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by **one (1) additional period of one (1) year** under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 60 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.

N.B. The different chartering periods during the contract period are indicated at Annex A – Statement of work.

#### 6.4.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex A – Statement of Work, of the contract.

### 6.5 Authorities

#### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: MARY PARADIS  
Title: Contracting officer  
Public Services and Procurement Canada  
Acquisitions Branch  
Directorate: Quebec region  
Address: 800 rue de la Gauchetière, Ouest  
Place Bonaventure, 7<sup>th</sup> Floor  
Suite 7300  
Montreal, Qc  
Telephone: (514) 702-8173  
Facsimile: (514) 496-3822  
E-mail address: [mary.paradis@pwgsc.gc.ca](mailto:mary.paradis@pwgsc.gc.ca)

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

#### 6.5.2 Contractor's Representative

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

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N° File No. - N° du dossier  
MTA-7-40291

Id de l'acheteur - Buyer ID  
MTA309  
CCC / CCC No./ N° VME - FMS

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

#### 6.5.3 Contact at customer department:

For all information related to invoicing and/or payments you may communicate with:  
(To be completed by Canada at the award phase of the contract)

Customer department: \_\_\_\_\_  
Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

#### 6.5.4 Technical Authority

The Technical Authority for the Contract is : ( This information will be completed, by Canada, at the Contract phase)

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

The Technical Authority named above 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.

### 6.6 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 websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

### 6.7 Payment

#### 6.7.1 Basis of Payment – Firm Price, Firm Unit Price(s) or Firm Lot Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex B, for a cost of \$ \_\_\_\_\_ (The amount will be inserted at contract award). Customs duties are included and Applicable Taxes are extra.

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

#### 6.7.2 Limitation of Price

SACC Manual clause 1 (2011-05-16) Limitation of Price

#### 6.7.3 SACC Manual Clauses

H1008C 2008-05-12 Monthly payment

#### 6.7.4 SACC Manual Clauses

A9117C 2007-11-30 T1204 - Direct Request by Customer Department  
C2000C 2007-11-30 Taxes – Foreign-based contractors

#### 6.7.5 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- ☐ Visa Acquisition Card;
- ☐ MasterCard Acquisition Card;
- ☐ Direct Deposit (Domestic and International);
- ☐ Electronic Data Interchange (EDI);
- ☐ Wire Transfer (International Only);
- ☐ Large Value Transfer System (LVTS) (Over \$25M)

### 6.8 Invoicing Instructions

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

### 6.9 Certifications and Additional Information

#### 6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing

additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

#### 6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_. *(To be completed. The name of the province or territory as specified by the Bidder in its bid, if applicable, will be inserted here)*

#### 6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010C (2016-04-04);
- (c) Annex A, Statement of work;
- (d) Annex B, Basis of payment;
- (e) Annex C, Insurance;
- (f) the Contractor's bid dated \_\_\_\_\_, as clarified on \_\_\_\_\_” **or** “, as amended on \_\_\_\_\_”.

#### 6.12 SACC Manual Clauses

B7500C	2006-06-16	Excess goods
A2000C	2006-06-16	Foreign Nationals (Canadian Contractor)
A2001C	2006-06-16	Foreign Nationals (Foreign Contractor )



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**ANNEX 'A'**  
**STATEMENT OF WORK**

**CHATERING OF A TRAINING SHIP**

**OBJECT**

1. The purpose of this document is to describe the needs and requirements for the establishment of a Contract for the chartering of a training ship, with sails and engine, with the crew, to provide nautical training on the water of the St. Lawrence River QC, to teenagers from various Royal Canadian Sea Cadet Corps (RCSCC), accompanied by staff members of the Regional Cadet Support Unit of the Eastern Region, Department of National Defence (DND.)

**GOAL**

2. The desired chartering Contract consists of two (2) components and has, as goals:
  - 2.1. The chartering of a ship, with sails or engine, which can accommodate twenty-eight (28) people (trainees) plus crew members, with their belongings and the training material, and which can accommodate up to fifteen (15) people for the night, as the case may be; and

**Note:** Only one ship must be provided for all trainees (maximum of 28) on the same course or charter period.
  - 2.2. Royal Canadian Sea Cadets training on navigation, maneuvers and routines at port and at sea.

**DEFINITIONS**

3. For the purposes of this document and the Contract, the following definitions apply:

**Chartering:** contract by which an owner undertakes, for remuneration to put their vessel at the disposal of a charterer (DND and / or RSCU Eastern), for the transportation of goods or individuals.

**Charterer:** the person who charts the ship, in this case the RCSU Eastern Commanding Officer on behalf of the DND.

**Cadet:** boy or girl, aged between 12 and 18 years old, who is a member of a Royal Canadian Sea Cadet Corps (RCSCC) or any other equivalent.

**Crew:** includes the pilot and the qualified and experienced personnel required who have the appropriate training, sufficient experience and the appropriate certificates, in particular to ensure the proper operation and maintenance of the ship during the chartering contract, and to provide cadet with the planned training.

**Owner:** individual who leases their vessel under a charter contract, including crew personnel.

**DND:** Department of National Defence.

**Trainees:** the ship's trainees are Royal Canadian Sea Cadets, boys and girls aged between 12 and 18 years old, and members of the RCSU Eastern personnel.

RCSU Personnel: ensures the supervision of the group of cadets, participates in the navigation training, exercises and routines at port and at sea, and may be designated as the representative of the DND and the RCSU Eastern with the charterer.

DND Representative (RCSU Eastern): person designated to represent the Department of National Defence (DND) and the Regional Cadet Support Unit (RCSU) Eastern Commanding Officer under the Contract.

RCSU Eastern: Regional Cadet Support Unit Eastern.

## **EMBARKING AND LANDING LOCATIONS**

4. Given the origin of cadets, the province of Québec, the embarking and landing ports for the trainees are located in Québec, near the St. Lawrence River, as indicated in Annex A.
5. The locations for embarking and landing trainees are: Matane, Rimouski, Sept-Îles, Québec, Lévis, St-Ignace-de-Loyola, Trois-Rivières, Sorel and Montréal.
6. The embarking and landing location can vary according to tide, the available water depth, especially for Matane and Rimouski, and for Québec and Trois-Rivières, and the weather conditions. The final location will be determined sufficiently in advance between the owner's representative and the RCSU Eastern representative.

## **DESCRIPTION OF GOODS AND SERVICES**

### **General**

7. The owner is committed to providing the highest quality goods and services, in accordance with the most stringent requirements and needs of the field, all to the complete satisfaction of the designated DND (RCSU Eastern) representative.

### **Training Ship**

8. The chartered training ship must meet the most stringent requirements of the applicable codes and standards, particularly the most recent versions of the Canada Shipping Act, 2001.
9. The required training ship must be duly registered and in good seaworthy condition. It must be powered by sails and engine (s), but must include all the navigation and survival equipment and instruments required depending on the number of people on board.
10. Excluding supplies provided by the DND (RCSU Eastern) described herein, the chartering of the ship includes, but is not limited to, the following:
  - 10.1 A compliant, clean and serviceable ship of sufficient size to accommodate and welcome the total number of individuals on board, including all the required navigation and safety equipment;
  - 10.2 A sheltered and refrigerated room to store lunch boxes, cooked meals, and fresh rations for the trainees, for all the training periods of less than 4 days.

Note: All meals are provided by trainees.

- 10.3 The equipment to warm up the cooked meals;

- 10.4 A room (dining room) for the consumption of meals;
- 10.5 Sufficient space with sleeping mattresses for fifteen (15) RCSU Eastern trainees aboard the ship;

Note: The place where the cadets sleep will be separated from the crew.

- 10.6 Fuel and all other products required for the operation of the ship;
- 10.7 Drinking water in sufficient quantity for the preparation of meals and daily consumption of trainees, determined according to the number of trainees and the duration of each of the scheduled charter periods;
- 10.8 The crew members required to drive, maintain, clean and operate the ship, and provide training for trainees; and
- 10.9 The payment of the expenses related to the insurance liability and damage to the hull (without being limited to it), to the registrations, navigation and dockage rights and licenses, and all other expenses claimable for the purposes of the Contract.

### **Food**

- 11. The chartering of the ship must provide, but not be strictly limited to, during training periods of more than 4 days, the following:
  - 11.1 Meals to feed trainees on board.
  - 11.2 Supervision of trainees who will be required to participate in the production of meals for the entire ship, according to QSP EO CX04.02 of the Sea Cadet Program.

### **Compliance Inspection (Ship)**

- 12. The training ship may be subjected to two (2) compliance inspections conducted by DND and RCSU Eastern personnel, in the presence of the owner, namely:
  - 12.1. The first: prior to award of the Contract, for the purpose of a summary evaluation of the ship offered by the Offeror (see Bidder or Potential Owner); and
  - 12.2. The second: at least ten (1) days before the first chartering period, to confirm that the ship is considered seaworthy, usable and safe.
- 13. The owner undertakes to be available for the completion of each of the above-mentioned required inspections, and to take the necessary measures, as soon as possible, to correct any anomalies identified and before the embarking of trainees.
- 14. Whereas the owner assumes full responsibility for all costs associated with the corrective measures necessary to ensure the ship's compliance with the requirements of laws, codes, standards, and regulations applicable in the province of Québec.

### **Crew**

- 15. The Owner must provide all the required crew personnel for the intended purposes.

16. Crew members must, in particular, have adequate training and sufficient experience to conduct and ensure the proper operation and maintenance of the ship, good oral communication skills in French, and skills in the supervision of groups to provide cadets with training and familiarization training with the maneuvers and use of ship's equipment.

Note: Whereas the requirements for the pilot (captain) and for the engineer, but not limited to, are defined in the Canada Shipping Act, in consideration of the type of propulsion and tonnage of the ship, the navigation zones, etc.

#### **Reliability of the Crew**

17. In accordance with the Cadet Administration and Training Order (CATO) 23-07, all crew of the ship must be pre-screened for reliability in order to confirm the absence of a criminal record.
18. This prerequisite is to ensure that each person can be considered as reliable and trustworthy to participate in approved cadet activities.
19. At the request of the DND (RCSU Eastern) representative, the owner undertakes to provide a Criminal Background Check Certificate for each crew member of the ship he offers.
20. The document constituting the above-mentioned certificate may be obtained from a municipal police department or the Sûreté du Québec.
21. Considering that the possible expenses related to obtaining the documents are the responsibility of the person concerned or the owner, as the case may be.

#### **Supplies by the DND (RCSU Eastern)**

##### **Trainees**

22. As shown in the table in Annex A, the maximum total number of DND (RCSU Eastern) trainees per course period is:
- 22.1. Twenty-eight (28) trainees per one-day course period, including a maximum of twenty-seven (27) cadets and at least one (1) adult personnel member of the RCSU Eastern;
- 22.2. Fifteen (15) trainees per course period of more than one day, including a maximum of twelve (12) trainees, two (2) cadet instructors and at least one (1) adult personnel member of the RCSU Eastern;

##### **Material**

23. The material to be provided by the DND, including the RCSU, by cadets and by the RCSU Eastern personnel, for the purpose of training and practice of navigation routines as well as for individual personal needs includes, but is not limited to, the following:
- 23.1. One (1) Beaufort Life Raft for ship abandonment, as well as the lifeboat;
- 23.2. International pavilions and flames for the training on floating signs;
- 23.3. Navigation training material (maps and instruments). Does not include the maps used by the ship's crew;

- 23.4. Necessary documentation for the management of training;
- 23.5. Lifejackets required for cadets and RCSU Eastern personnel;
- 23.6. Oscar mannequin for the man over board exercises;
- 23.7. Additional binoculars for cadets assigned to lookouts;
- 23.8. Safety material (protective helmets, coveralls, gloves, etc.) for cadets and RCSU Eastern personnel;
- 23.9. Seamanship training material (rope, knots, and whipping);
- 23.10. Firefighting training material (clothing, fire extinguisher, hoses, etc.);
- 23.11. Sleeping bags and / or bedding;
- 23.12. Spare clothing, personal hygiene products, carrying bags and other personal belongings required by cadets and RCSU Eastern personnel;
- 23.13. All individual rations required for the number of trainees expected during each chartering periods of less than 4 days; and
- 23.14. Crockery, utensils and cook sets.

### **Training**

- 24. The chartering of the ship is required in the context of training of cadets members of the different RCSCC existing in the area of responsibility of the 2 Cdn Div, the province of Québec.
- 25. The goal of cadet training is to enable them to perform tasks related to the operation of small crafts or small ships making routes. This nautical activity contributes to the development of skills and knowledge related to small craft or small ships, in accordance with the course standards QSP CX25.02.
- 26. Mandatory and complementary training in the local training RCSCC program includes the following courses: nautical training, training on board a chartered ship, and recreational boating and sailing.
- 27. The Royal Sea Cadet summer training includes the Basic Seamanship (BS) course, which is intended to involve a cadet in a navigational day on board a training ship as crew member, and the Chief Boatswain Mate (CBM) course, delivered in three sea phases, which allows each cadet to act as watch mate on a training ship. Cadets can therefore put to practice the learned skills in a practical environment. Each sea phase is of a progressive nature with respect to leadership skills and responsibilities.
- 28. The 7-day annual training course for Sea Cadets on a tall ship allows Sea Cadets from all parts of Canada to practice at sea the knowledge in navigation, seamanship and leadership acquired at the cadet corps, outside of the summer training period.
- 29. Instructions related to the BS and CBM courses are provided separately upon request to the designated DND (RCSU Eastern) representative, including:

- 29.1. CBM - *Notes for the Ship's Captain* (see A-CR-CCP-617/PF-002, Annex A of EO S455.05 of the Pedagogical Guide);
- 29.2. CBM – Briefing on the 1st At Sea Service Phase (see A-CR-CCP-617/PF-002, Annex B of EO S455.05 of the Pedagogical Guide);
- 29.3. CBM – Briefing on the 2<sup>nd</sup> At Sea Service Phase (see A-CR-CCP-617/PF-002, Annex C of EO S455.05 of the Pedagogical Guide);
- 29.4. CBM – Briefing on the 3rd At Sea Service Phase (see A-CR-CCP-617/PF-002, Annex D of EO S455.05 of the Pedagogical Guide);
- 29.5. CBM – Suggested Daily Routine – 1st At Sea Service Phase (see A-CR-CCP-617/PF-002, Annex E of EO S455.05 of the Pedagogical Guide);
- 29.6. CBM – Suggested Daily Routine – 2<sup>nd</sup> At Sea Service Phase (see A-CR-CCP-617/PF-002, Annex F of EO S455.05 of the Pedagogical Guide);
- 29.7. CBM – Suggested Daily Routine – 3rd At Sea Service Phase (see A-CR-CCP-617/PF-002, Annex G of EO S455.05 of the Pedagogical Guide); and,
- 29.8. S - PO S223 – Participate in a Navigation Day On Board a Sea Cadet Training Ship (see A-CR-CCP-615/PG-002).

#### **Calendar and Schedule**

30. The table provided at Annex A includes the dates of the chartering period, the embarking and landing locations, and the maximum number of trainees.

#### **Postponement and Cancellation**

31. For reasons of convenience, health or safety of the trainees, it is possible the planned charter period may need to be postponed to a later date, according to an agreement between the designated RCSU Eastern representative and the owner.

#### **ADMINISTRATION AND PAYMENT**

##### **Billing**

32. Monthly, following the completion of the periods for each month (May, June, July, August, September and October, if applicable), submit the original of each invoices conforming and detailed to the designated representative of the RCSU Eastern to the following address:

National Defence  
Regional Cadet Support Unit (Eastern)  
J4-Log/Supply  
225, boul. du Séminaire Sud  
Saint-Jean-sur-Richelieu QC J3B 8E9

N° de l'invitation – Solicitation no.  
W3934-18B001/A  
N° de réf. du client - Client Ref. No.  
W3934-18B001

No. N° de la modif - Amd. No.  
N° File No. - N° du dossier  
MTA-7-40291

Id de l'acheteur - Buyer ID  
MTA309  
CCC / CCC No./ N° VME - FMS

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**Duration**

33. This statement of requirements is for a two (2) year contract, with three (3) option years.

From May to October of each year.

## CALENDAR OF CHARTER PERIODS AND NUMBER OF PASSENGERS

**A1. Below is a chart showing the details of each of the training ship charter periods required for nautical training of the cadets of the Regional Support Unit Eastern for the years : 2018 ,2019 (FIRM PERIODS) and 2020 (OPTIONAL YEAR).**

SESSION	FIRM PERIOD (2018)	DEPARTURE - EMBARKMENT			NUMBER OF TRAINEES <sup>1</sup>	COURSE TITLE	ARRIVAL - LANDING			DURATION (DAYS)
		LOCATION	DATE	TIME			LOCATION	DATE	TIME	
Spring	26-May-18	Old Montréal Port	26-May	08h30	28		Old Montréal Port	26-May	15h30	1
Spring	27-May-18	Old Montréal Port	27-May	08h30	28		Old Montréal Port	27-May	15h30	1
Spring	09-June-18	Sorel-Tracy Dock	09-June	08h30	28		Sorel-Tracy Dock	09-June	15h30	1
Spring	10-June-18	St-Ignace-de-Loyola Dock	10-June	08h30	28		St-Ignace-de-Loyola Dock	10-June	15h30	1
Summer	16-July-18	La Baie Terminal	16-July	08h00	28	A Division – Basic Seamanship – 1st camp	La Baie	16-July	15h30	1
Summer	17-July-18	La Baie Terminal	17-July	08h00	28	B Division – Basic Seamanship – 1st camp	La Baie	17-July	15h30	1
Summer	18 to 19 July 2018	La Baie Terminal	18-July	08h00	15	Phase I - CBM	La Baie	19-July	15h30	2



N° de l'invitation – Sollicitation no.  
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Summer	23 to 25 July 2018	La Baie Terminal	23- July	08h00	15	Phase II - CBM	La Baie	25-July	15h30	3	
Summer	26-July-18	La Baie Terminal	26- July	08h00	28	A Division – Basic Seamanship – 2nd camp	La Baie	26-July	15h30	1	
Summer	27-July-18	La Baie Terminal	27- July	08h00	28	B Division – Basic Seamanship – 2nd camp	La Baie	27-July	15h30	1	
Summer	28 to 30 July 2018	La Baie Terminal	28- July	08h00	15	Phase III - CBM	Pointe-à-Carcy	30-July	15h30	3	
Fall	08-Sept- 18	Montréal	09- Sept	08h30	28		Montréal	08-Sept	15h30	1	
Fall	09-Sept- 18	Montréal	10- Sept	08h30	28		Montréal	09-Sept	15h30	1	
Fall	16 to 23 September 2018	Pointe-à- Carcy/Québec	16 Sept.	19h00	15		Pointe-à-Carcy/Québec	23-Sept	7H30	7	
Fall	29-Sept- 2018	Lévis	29- Sept	08h30	28		Lévis	29 Sept	15h30	1	
Fall	30-Sept. 2018	Québec	30 Sept.	08h30	28		Québec	30 sept	15h30	1	
Fall	06-Oct.-18	Trois-Rivières	6 oct	08h30	28		Trois-Rivières	6 oct	15h30	1	
TOTAL NUMBER OF TRAINEES					424	TOTAL DURATION					28

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SESSION	FIRM PÉRIOD (2019)	DEPARTURE - EMBARKMENT			NUMBER OF TRAINEES <sup>1</sup>	COURSE TITLE	ARRIVAL - LANDING			DURATION (DAYS)
		Location	DATE	time			Location	DATE	time	
Spring	25-May-19	Port Vieux-Montreal	25-May	08h30	28		Port Vieux Montreal	25-May	15h30	1
Spring	26-May-19	Port Vieux-Montreal	26-May	08h30	28		Port Vieux-Montreal	26-May	15h30	1
Spring	08-June-19	Port Vieux-Montreal	08-June	08h30	28		Port Vieux Montreal	08-June	15h30	1
Spring	09-June-19	Port Vieux-Montreal	09-June	08h30	28		Port Vieux-Montreal	09-June	15h30	1
Summer	15-July-19	La Baie Terminal	15-July	08h00	28	A Division – Basic Seamanship – 1st camp	La Baie	15-July	15h30	1
Summer	16-July-19	Terminal de La Baie	16-July	08h00	28	B Division – Basic Seamanship – 2nd camp	La Baie	16-July	15h30	1
Summer	17 to 18 July 2019	Terminal de La Baie	17-July	08h00	15	Phase I - CBM	La Baie	18-July	15h30	2
Summer	22 to 24 July 2019	Terminal de La Baie	22-July	08h00	15	Phase II -CBM	La Baie	24-July	15h30	3

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Summer	25-July-19	Terminal de La Baie	25-July	08h00	28	A Division – Basic Seamanship – 2nd camp	La Baie	25-July	15h30	1
Summer	26-July-19	Terminal de La Baie	26-July	08h00	28	B Division – Basic Seamanship – 2nd camp	La Baie	26-July	15h30	1
Summer	27 to 29 July 2019	Terminal de La Baie	27-July	08h00	15	Phase III - CBM	Pointe-à-Carcy	29-July	15h30	3
Fall	07-Sept-19	Montreal	07-Sept	08h30	28		Montreal	07-Sept	15h30	1
Fall	8-Sept-19	Montreal	8-Sept	08h30	28		Montreal	08-Sept	15h30	1
Fall	15 to 22 Sept 2019	Pointe-à-Carcy/Québec	15 Sept.	19h00	15		Pointe-à-Carcy/Québec	22-Sept	7H30	7
Fall	28-Sept-19	Québec	28 Sept-19	08h30	28		Québec	28-Sept	15h30	1
Fall	29 Sept-19	Québec	29 Sept.	08h30	28		Québec	29 Sept	15h30	1
Fall	5-Oct 19	La Baie	5 Oct.	08h30	28		La Baie	5 Oct.	15h30	1
TOTAL NUMBER OF TRAINEES					424	TOTAL DURATION				28

SESSION	OPTIONAL PÉRIOD (2020)	DEPARTURE - EMBARKMENT			NOMBRE DE STAGIAIRES 1	COURSE TITLE	ARRIVAL - LANDING			DURATION (DAYS)
		Location	DATE	TIME			Location	DATE	TIME	
Spring	24-May-20	Port Vieux- Montreal	24-May	08h30	28		Port Vieux Montreal	24-May	15h30	1
Spring	25-May-20	Port Vieux- Montreal	25-May	08h30	28		Port Vieux-Montreal	25-May	15h30	1
Spring	07-June-20	Port Vieux- Montreal	07- June	08h30	28		Port Vieux Montreal	07-June	15h30	1
Spring	8-June-20	Port Vieux- Montreal	08 June	08h30	28		Port Vieux-Montreal	08-June	15h30	1
Spring	14-June-20	Port Vieux- Montreal	14 June	08h30	28			14-June	15h30	1
Spring	15-June-20	Port Vieux- Montreal	15 June	08h30	28			15-June	15h30	1
Summer	21-July-20	Terminal de La Baie	21-July	08h00	28	A Division – Basic Seamanship – 1st camp	La Baie	21-July	15h30	1
Summer	22-July-20	Terminal de La Baie	22-July	08h00	28	B Division – Basic Seamanship – 2nd camp	La Baie	22-July	15h30	1
Summer	23 to 24 July 2020	Terminal de La Baie	23-July	08h00	15	Phase I - CBM	La Baie	24-July	15h30	2

Summer	28 to 30 July 2020	Terminal de La Baie	28 July	08h00	15	Phase II - CBM	La Baie	30-July	15h30	3
Summer	31-July-20	Terminal de La Baie	31 July	08h00	28	A Division – Basic Seamanship – 2nd camp	La Baie	31-July	15h30	1
Summer	1 August 20	Terminal de La Baie	01 August	08h00	28	B Division – Basic Seamanship – 1st camp	La Baie	1 August	15h30	1
Summer	2 to 4 August 2020	Terminal de La Baie	02 August	08h00	15	Phase III - CBM	Pointe-à-Carcy	04 August	15h30	3
Fall	06-Sept-20	St-Ignace de Loyola	06-Sept	08h30	28		St-Ignace de Loyola	06-Sept	15h30	1
Fall	14 to 21 September 2020	Pointe-à-Carcy/Québec	14 Sept.	19h00	15		Pointe-à-Carcy/Québec	21-Sept	07h30	7
Fall	27-Sept-20	Lévis	27Sept-20	08h30	28		Lévis	27-Sept	15h30	1
Fall	28 Sept 20	Québec	28 Sept.	08h30	28		Québec	28 Sept	15h30	1
TOTAL NUMBER OF TRAINEES					424	TOTAL DURATION				28

Notes:

1. The embarking and / or landing location may vary according to tides, available water depth and climatic conditions: between Rimouski and Matane; between Québec and Trois-Rivières; and between Montréal and Sorel, as the case may be.
2. The number of trainees in this column is the maximum total number of people per course period, including cadets and RCSU Eastern personnel, but does not include the ship's crew.
3. Fifteen (15) is the maximum number of trainees who will sleep simultaneously on board the ship.
4. Dates for the years 2019 and 2020 will be reconfirmed in March of each year.

## ANNEX 'B' BASIS OF PAYMENT

### Notes to suppliers:

1. Firm prices are required for **all items** in the tables below.
2. The applicable taxes are all extra to these prices.

### PRICING

- B1. Submit a fixed unit price for the charter of the suggested training ship and the training of cadets during the scheduled course periods listed in Annex A, depending on the duration of the stay of trainees on board and the number specified in the table below.
- B2. Prices submitted include all costs relating to the chartering off the ship and crew, and the provision of all goods and services required by the number of scheduled trainees and each of the periods stipulated in Annex A.

OBJECT	COURSE PERIODS 2018 (FIRM YEAR)	UNIT PRICE ( excluding taxes)	TOTAL PRICE
Fixed price for each period of <b>one (1) day with twenty-eight (28) trainees</b> on board the ship, excluding meals and bedtime.	26, 27 May 2018 9, 10 June 2018 16, 17, 18, 23, 26, 27 and 28 July 2018. 8, 9, 16, 29, 30 September and 6 October 2018	_____ \$  X 17 days	_____ \$
Fixed price for each period of <b>two (2) days with fifteen (15) trainees</b> on board the ship, including one overnight stay.	18 and 19 July 2018.	_____ \$  X 2 days	_____ \$
Fixed price for each period of <b>three (3) days with fifteen (15) trainees</b> on board the ship, including two overnight stays.	23 to 25 July 2018. 28 to 30 July 2018.	_____ \$  X 6 days	_____ \$
Fixed price for each period of <b>seven (7) days with fifteen (15) trainees</b> on board the ship, including 7 overnight stays and meals.	16 to 23 September 2018	_____ \$  X 8 days	_____ \$

OBJECT	COURSE PERIODS 2019 (FIRM YEAR)	UNIT PRICE (Excluding taxes)	TOTAL PRICE
Fixed price for each period of <b>one (1) day with twenty-eight (28) trainees</b> on board the ship, excluding meals and bedtime.	25,26 May 2019 8,9 June 2019 15,16, 17, 22,25,26 and 27 July 2019. 7,8,15,28, 29 September and 5 October 2019	_____ \$  X 17 days	_____ \$
Fixed price for each period of <b>two (2) days with fifteen (15) trainees</b> on board the ship, including one overnight stay.	17 and 18 July 2019.	_____ \$  X 2 days	_____ \$
Fixed price for each period of <b>three (3) days with fifteen (15) trainees</b> on board the ship, including two overnight stays.	22 to 24 July 2019. 27 to 29 July 2019.	_____ \$  X 6 days	_____ \$
Fixed price for each period of <b>seven (7) days with fifteen (15) trainees</b> on board the ship, including 7 overnight stays and meals.	15 to 22 September 2019	_____ \$  X 8 days	_____ \$



OBJECT	COURSE PERIODS 2020 (OPTIONAL YEAR)	UNIT PRICE (Excluding taxes )	TOTAL PRICE
Fixed price for each period of <b>one (1) day with twenty-eight (28) trainees</b> on board the ship, excluding meals and bedtime.	24,25 May 2020 7,8,14 and 15 June 2020 21,22,23,28 and 31 July 2020 August 1 and 2, 2020 6,14, 27 and 28 September 2020	_____ \$  X 17 days	_____ \$
Fixed price for each period of <b>two (2) days with fifteen (15) trainees</b> on board the ship, including one overnight stay.	23 and 24 July 2020.	_____ \$  X 2 days	_____ \$
Fixed price for each period of <b>three (3) days with fifteen (15) trainees</b> on board the ship, including two overnight stays.	28 to 30 July 2018. 02 to 04 august 2020.	_____ \$  X 6 days	_____ \$
Fixed price for each period of <b>seven (7) days with fifteen (15) trainees</b> on board the ship, including 7 overnight stays and meals.	14 to 21 September 2020	_____ \$  X 8 days	_____ \$

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## **ANNEX 'C'**

### **INSURANCE**

1. The Contractor must obtain protection and indemnity 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 subject to an additional contravention, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.
3. The protection and indemnity insurance policy must include the following:
  - a. Additional insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
  - b. Waiver of subrogation rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by: The Department of National Defense and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
  - c. Notice of cancellation: The insurer will endeavour to provide the Contracting Authority with a 30 calendar days prior written notice of cancellation.
  - d. Cross liability and 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](#), R.S.C. 1985, 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.

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**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.

Liability insurance endorsement

- f. Sudden and Accidental Pollution Liability (minimum 72 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

**2 ADDITIONAL NOTES IN REGARDS TO THE INSURANCE:**

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

The insurance provisions contained herein shall not limit any insurance required by federal , provincial or municipal law.

**ANNEX 'D'**

**PRE-SELECTED MANDATORY TECHNICAL CRITERIA**

**TO BE COMPLETED BY SUPPLIERS - AT CLOSING DATE AND HOUR OF SOLICITATION:**

The information that appears in the table below must be duly completed and submitted **at the closing date and hour of the solicitation.**

The proposals must cover all the subjects indicated in these tables in order to be considered.

In order to explain and demonstrate how the supplier meets the requirements of the bid, the suppliers must attach to their bid the documentation of the services being offered.

Canada will only evaluate the documents that are sent along with the bids submitted by the supplier.

Canada will not evaluate information such as references to a web site address where supplementary information can be found. Neither will it evaluate support documents that are not sent with the bid.

Only those proposals that meet all the mandatory technical criteria in the table below will be subject to further evaluation which is the financial evaluation.

**The proposals that fail to meet all these conditions will be rejected.**

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**MANDATORY TECHNICAL SPECIFICATIONS**

THE FOLLOWING MANDATORY TECHNICAL CRITERIA MUST BE MET AT **A MINIMUM.**

Item no.	Description	Specify the area in the bid document or in the technical documents that describes the mandatory specifications requested
Les spécifications techniques obligatoires		

1	<p>Article 7 – Training ship (Extraited from Annex A)</p> <p>A. The supplier must supply a training ship and a qualified crew to provide training.</p> <p>B. The chartered training ship must meet the most stringent requirements of the applicable codes and standards, particularly the most recent versions of the Canada Shipping Act, 2001.</p> <p>C. The required training ship must be duly registered and in good seaworthy condition. It must be powered by sails and engine (s), but must include all the navigation and survival equipment and instruments required depending on the number of people on board.</p> <p>D. the chartering of the ship includes, but is not limited to, the following:</p> <ul style="list-style-type: none"> <li>i. A compliant, clean and serviceable ship of sufficient size to accommodate and welcome the total number of individuals on board, including all the required navigation and safety equipment;</li> <li>ii. A sheltered and refrigerated room to store lunch boxes, cooked meals, and fresh rations for the trainees, for all the training periods of less than 4 days.</li> </ul> <p><u>Note:</u> All meals are provided by trainees.</p> <ul style="list-style-type: none"> <li>iii. The equipment to warm up the cooked meals;</li> <li>iv. A room (dining room) for the consumption of meals;</li> <li>v. Food :</li> </ul> <p>The chartering of the ship must provide, but not be strictly limited to, during training periods of more than 4 days, the following:</p> <ul style="list-style-type: none"> <li>-Meals to feed trainees on board.</li> <li>-Supervision of trainees who will be required to participate in the production of meals for the entire ship, according to QSP EO CX04.02 of the Sea Cadet Program.</li> <li>vi. Sufficient space with sleeping mattresses for fifteen (15) RCSU Eastern trainees aboard the ship;</li> </ul> <p><u>Note:</u> The place where the cadet's sleep will be separated from the crew.</p>	<p>Provide documentation on your training ship to demonstrate that it will meet the requirements mentioned in sections :</p> <p>From: A - H</p>
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	<p>E. Fuel and all other products required for the operation of the ship;</p> <p>F. Drinking water in sufficient quantity for the preparation of meals and daily consumption of trainees, determined according to the number of trainees and the duration of each of the scheduled charter periods;</p> <p>G. The crew members required to drive, Maintain, clean and operate the ship, and provide training for trainees; and</p> <p>H. The payment of the expenses related to the insurance liability and damage to the hull (without being limited to it), to the registrations, navigation and dockage rights and licenses, and all other expenses claimable for the purposes of the Contract.</p>	
2	<p>Article 15 – Crew (Extracted from Annex A)</p> <p>In reference to article 15, the supplier must demonstrate his experience in regards to the requirement for training.</p> <p>a. The Owner must provide all the required crew personnel for the intended purposes.</p> <p>b. Crew members must, in particular, have adequate training and sufficient experience to conduct and ensure the proper operation and maintenance of the ship, good oral communication skills in French, and skills in the supervision of groups to provide cadets with training and familiarization training with the maneuvers and use of ship's equipment.</p> <p>c. In accordance with the Cadet Administration and Training Order (CATO) 23-07, all crew of the ship must be pre-screened for reliability in order to confirm the absence of a criminal record.</p>	<p>Provide the documentation explaining if the information stipulated at points a, b and c will be met.</p>

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## **ANNEX 'E' CERTIFICATIONS**

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**Important Note:** As required in this bid document at Part 5, Certifications and additional information, point 5.1.3.3. Annex 'E' – Certifications, the information on this Annex must be completed by the supplier. This information is required to qualify or disqualify the suppliers.

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**AT BID CLOSING DATE, BUT PRECEDENT TO CONTRACT AWARD, BIDDERS MUST SUBMIT THE INFORMATION TO SUPPORT THE FOLLOWING CRITERIA:**

### **A. PROPOSED TRAINING SHIP**

The ship must be in conformance to the requirements indicated in the specifications at Annex A – Statement of work.

Provide the information requested below for the proposed training ship, for the planned charter periods.

Name of the proposed training ship: \_\_\_\_\_

Name of owner: \_\_\_\_\_

### **B. A LETTER FROM A LICENSED INSURANCE COMPANY / INSURANCE BROKER**

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

**C. Please provide certifications which confirm that the Training ship which will be chartered is in conformance to the applicable codes and standards particularly the most recent versions of the Canada Shipping Act. (See point 8 at Annex A – Statement of work).**

**D. The bidder must supply the following valid certificates of the ship issued by Transport Canada and which confirm that they address the following requirements and which are addressed in details at Annex A – Statement of work.**

1. Registration certification
2. Inspection certificate
3. Provide documentation to prove minimum passenger capacity of the ship

ANY PROPOSAL THAT DOES NOT CLEARLY DEMONSTRATE COMPLIANCE WITH EACH OF THE ABOVE TECHNICAL CRITERIA LISTED ABOVE, WILL BE CONSIDERED NON-RESPONSIVE.