



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada

1713 Bedford Row  
Halifax, N.S./Halifax, (N.É.)  
Halifax  
Nova Scotia  
B3J 1T3  
Bid Fax: (902) 496-5016

**INVITATION TO TENDER**

**APPEL D'OFFRES**

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

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

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

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

**Comments - Commentaires**

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

**Issuing Office - Bureau de distribution**

Atlantic Region Acquisitions/Région de l'Atlantique  
Acquisitions  
1713 Bedford Row  
Halifax, N.S./Halifax, (N.É.)  
Halifax  
Nova Scot  
B3J 1T3

<b>Title - Sujet</b> Vessel- OP Cutlass Fury	
<b>Solicitation No. - N° de l'invitation</b> W0100-199225/A	<b>Date</b> 2019-05-01
<b>Client Reference No. - N° de référence du client</b> W0100-19-9225	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$HAL-311-10695
<b>File No. - N° de dossier</b> HAL-9-83005 (311)	<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 2019-05-22</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Atlantic Daylight Saving Time ADT	
<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> Dunne, Dave	<b>Buyer Id - Id de l'acheteur</b> hal311
<b>Telephone No. - N° de téléphone</b> (902) 401-4294 ( )	<b>FAX No. - N° de FAX</b> (902) 496-5016
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE PO BOX 99000, STN FORCES CUST SERV DIV, BLDG D-206, 2ND FL HALIFAX NOVA SCOTIA B3K5X5 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> 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</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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File No. - N° du dossier  
HAL-9-83005

Buyer ID - Id de l'acheteur  
ha1311  
CCC No./N° CCC - FMS No./N° VME

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Statement of Work**

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses.

### **1.2 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.

### **1.3 Trade Agreements**

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

### **1.4 epost Connect service**

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

The 2003 standard instructions is amended as follows:

- Section 08, entitled Transmission by facsimile or by epost Connect, is amended as follows:  
subsection 2. is deleted entirely and replaced with the following:

#### **2. epost Connect**

- a. Unless specified otherwise in the bid solicitation, bids may be submitted by using the [epost Connect service](#) provided by Canada Post Corporation.
  - i. PWGSC, National Capital Region: The only acceptable email address to use with epost Connect for responses to bid solicitations issued by PWGSC headquarters is:

[tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca)

or, if applicable, the email address identified in the bid solicitation.

- ii. PWGSC regional offices: The only acceptable email address to use with epost Connect for responses to bid solicitations issued by PWGSC regional offices is identified in the bid solicitation.
- b. To submit a bid using epost Connect service, the Bidder must either:
  - i. send directly its bid only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or

- 
- ii. send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, (in order to ensure a response), an email that includes the bid solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
  - c. If the Bidder sends an email requesting epost Connect service to the specified Bid Receiving Unit in the bid solicitation, an officer of the Bid Receiving Unit will then initiate an epost Connect conversation. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access and action the message within the conversation. The Bidder will then be able to transmit its bid afterward at any time prior to the solicitation closing date and time.
  - d. If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the epost Connect conversation open until at least 30 business days after the solicitation closing date and time.
  - e. The bid solicitation number should be identified in the epost Connect message field of all electronic transfers.
  - f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a bidder not have a Canadian mailing address, they may use the Bid Receiving Unit address specified in the solicitation in order to register for the epost Connect service.
  - g. For bids transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
    - i. receipt of a garbled, corrupted or incomplete bid;
    - ii. availability or condition of the epost Connect service;
    - iii. incompatibility between the sending and receiving equipment;
    - iv. delay in transmission or receipt of the bid;
    - v. failure of the Bidder to properly identify the bid;
    - vi. illegibility of the bid;
    - vii. security of bid data; or,
    - viii. inability to create an electronic conversation through the epost Connect service.
  - h. The Bid Receiving Unit will send an acknowledgement of the receipt of bid document(s) via the epost Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or the Bid Receiving Unit. This acknowledgement will confirm only the receipt of bid document(s) and will not confirm if the attachments may be opened nor if the content is readable.
  - i. Bidders must ensure that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in epost Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the epost Connect system.
  - j. A bid transmitted by epost Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with section 05.

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.

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](#) (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

## 2.2 Submission of Bids

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

Bid Receiving  
1713 Bedford Row  
Halifax, NS B3J 1T3

[TPSGC.RARceptionSoumissionsNE-ARBidReceivingNS.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RARceptionSoumissionsNE-ARBidReceivingNS.PWGSC@tpsgc-pwgsc.gc.ca)

**Note:** Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

Bid Fax: 902-496-5016

## 2.3 Former Public Servant

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 Vessel Charter

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

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

## 2.5 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 5 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

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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.

## **2.6 Applicable Laws**

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

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

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

### **3.1 Bid Preparation Instructions**

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

- Section I: Technical Bid
- Section II: Financial Bid
- Section III: Certifications

If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its 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 on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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

Canada requests that bidders follow the format instructions described below in the preparation of 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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573). 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**

The entire contents of the Statement of Work at Annex "A", as revised in Annex "F", is mandatory. 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.

##### **3.1.1 Electronic Payment of Invoices – Bid**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "D" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "D" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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**

The **Statement of Work** at Annex A is entirely mandatory. In order to be compliant, a Bidder's tender must, to the satisfaction of Canada, meet all requirements of the Annex A.

##### **4.1.2 Financial Evaluation**

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The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

#### **4.2 Basis of Selection**

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

### **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 Required with the Bid**

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

##### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), 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.

##### **5.2.1 Integrity Provisions – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<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.

##### **5.2.2 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](#)

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[Development Canada \(ESDC\) - Labour's website \(https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#\)](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#).

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.

### **5.2.3 Status and Availability of Resources**

A3005T (2010-08-16), Status and Availability of Resources

## **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**

There is no security requirement applicable to the Contract.

### **6.2 Statement of Work**

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) (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**

2035 (2018-06-21), General Conditions – Higher Complexity – Services, 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 is from September 9, 2019 to September 20, 2019 inclusive.

### **6.5 Authorities**

#### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Dave Dunne  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch, Marine Procurement  
Address: 1713 Bedford Row, Halifax, NS, B3J 1T3

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ha1311  
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Telephone: (902) 401-4294  
Facsimile: (902) 496-5016  
E-mail address: Dave.Dunne@tpsgc-pwgsc.gc.ca

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

### 6.5.2 Project Authority

(Named upon award of contract)

The Project Authority for the Contract is:

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

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

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

### 6.5.3 Contractor's Representative

**To be completed by bidder**

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

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

### 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

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In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in Annex "B". 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 Single Payment**

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

### **6.7.3 Electronic Payment of Invoices – Contract**

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);

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

## **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.

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## 6.10 Applicable Laws

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

## 6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2018-06-21), General Conditions – Higher Complexity – Services;
- (c) Annex F, Bidder Questions and Canada Answers;
- (d) Annex A, Statement of Work;
- (e) Appendix 1 to Annex A, Contracted Food Services;
- (f) Appendix 2 to Annex A, Portion Size Standard;
- (g) Annex B, Basis Of Payment;
- (h) Annex C, Insurance Requirements;
- (i) Annex E, Non-Disclosure Agreement;
- (j) the Contractor's bid dated \_\_\_\_\_ .

## 6.12 Vessel Charter

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

- 
5. If any gear or equipment necessary for the efficient operation of the vessel for the purpose of the Contract is not in good working order for any period of time, then the payment of hire will cease for the lost time, and if during the voyage the speed is reduced by a defect in or breakdown of any part of the hull, machinery or equipment, the time lost will be deducted from the hire. Canada will be the sole judge of the capability of the vessel.
  6. If the vessel is unable to operate safely in the work area because of sea or weather conditions, as agreed to by the representative of the Contractor and the representative of Canada, then the charter for the day will be either:
    - a. terminated and a pro-rated payment made to the Contractor for that period engaged in the Work in accordance with the terms of the Contract; or
    - b. adapted to conditions and a partial payment made to the Contractor for that period engaged in the Work in accordance with the terms of the Contract, as specified in the *Weather Day Rate* of the Basis of Payment.

Determination to be made at the sole discretion of Canada and based upon the actual operational status of the vessel.
  7. If the particulars furnished by the Contractor and set out in the Contract are incorrect or misleading, Canada may, at Canada's discretion, terminate the Contract for default.

#### **6.13 Non-disclosure Agreement**

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

## **ANNEX "A"**

### **STATEMENT OF WORK**

#### **STATEMENT OF REQUIREMENT VESSEL OF INTEREST REQUEST FOR EXCLUSIVE USE OF VESSEL**

##### **1. BACKGROUND**

Exercise CUTLASS FURY 2019 (CF19) is a joint, combined and inter-agency exercise hosted by Commander Maritime Forces Atlantic (MARLANT) and executed by Commander Canadian Fleet Atlantic (CCFL), with a particular focus on joint maritime tactical warfare in a multi-threat environment. In addition, secondary objectives include supporting tactical development, technical evaluation and equipment trials, as well as extending good will to Allied navies during port visits to Canadian ports. CCFL staff is the 2019 lead planner for the exercise and is responsible for the requisition of support services in both Halifax and St. John's.

This exercise incorporates naval and air force elements from NATO member states, in addition to Royal Canadian Mounted Police (RCMP) elements during the period 09-20 September 2019 off the Coast of Halifax, Nova Scotia, in the vicinity of the MARLANT Operating Areas (MARLOAS).

##### **2. REQUIREMENT**

CF19 will require the temporary, exclusive use of a marine vessel commencing on 09 September 2019 at a predetermined location, in the vicinity of MARLOAS (50-100 miles offshore, exact location to be provided (TBP) by the client prior to start of services) and ending no later than 20 September 2019. A marine type vessel of not less than 30 meters in length overall and have sufficient compartments available to search including but not restricted to – bridge, engine room, cabins, storage room and cargo areas. The vessel must have the capability to accommodate, shelter, feed and support up to 5x military personnel. Military personnel will board the vessel in Halifax Harbour on 09 September 2019, and will remain onboard until disembarking alongside at Halifax Harbour no later than 20 September 2019. The owner and crew must be willing to have the ship placed under actual air and sea surveillance, be boarded and searched by military and RCMP personnel under simulated exercise conditions and scenarios.

##### **3. SCOPE OF REQUIREMENT**

The contractor will provide the exclusive use and services of a marine vessel in the vicinity of the MARLOAS from 09-20 September 2019. The use and services of the vessel will include the following:

###### **3.1 General:**

- 3.1.1 The vessel must be at a minimum of 30 meters in length and have a complete crew to operate the vessel.
- 3.1.2 There is no requirement for vessel staff outside of essential staff required for ship movements. The contractor is to determine the appropriate levels of service in order to meet requirements.
- 3.1.3 The contractor must be responsible for any costs associated with licensing or any additional fees or costs incurred alongside.
- 3.1.4 The contractor must provide sufficient power and fresh water for no more than 5x military personnel during the contract period.

### **3.2 Accommodations and Storage:**

- 3.2.1 Accommodations meeting the regular crew standard for five (5) personnel, and meals five (5) personnel from 09-20 September 2019 inclusively. While respecting all requirements, the vessel is expected to adjust service levels as required to minimize costs.
- 3.2.2 Separate berthing is required for female military personnel. A finalized list of military personnel gender requiring accommodation will be provided to contractor upon Contract award.
- 3.2.3 Cabins are to be ready for occupancy on 09 September by 0800 hours and vacated at no later than 1500 hrs on 20 September 2019.
- 3.2.4 DND will be solely responsible for the arrangement and handling of personal belongings and equipment during the timeframe requested. Personal belongings and equipment will be limited to personal baggage and laptop computers. DND personnel will be responsible for the placement, removal, and safekeeping of such equipment/items.
- 3.2.5 The contractor must provide sufficient indoor, heated storage for the personal belongings and equipment of DND personnel during the timeframe requested.

### **3.3 Feeding:**

- 3.3.1 Meals: Three (3) meals (breakfast, lunch and dinner) meeting the regular crew standard per day per military personnel must be provided each day during the contract period in accordance with the attached Appendices to Annex A.

### **3.4 Safety:**

- 3.4.1 The contractor must ensure a safe and secure environment for all Department of National Defence (DND) personnel during the entire contract period.
- 3.4.2 The contractor will arrange for an administrative visit of the vessel prior to the embarkation date. A preventative medicine inspection will include, but is not limited to, the kitchen and living quarters, will occur during the same visit.
- 3.4.3 Contractor must be responsible for the provision, handling and storage of all safety equipment, including survival suits for five (5) DND personnel during the timeframe requested.
- 3.4.4 Safety equipment on board must be sufficient for the crew of the vessel and for five (5) DND personnel.
- 3.4.5 Medical equipment required on-board must be sufficient for the crew of the vessel and for five (5) DND personnel.
- 3.4.6 In the event of a medical incident involving DND personnel requiring immediate attention, the Department of National Defence will be fully responsible for providing necessary support as required.

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

- 3.5.1 The contractor must ensure that access is granted to the vessel during the contract period. This includes, but is not limited to unoccupied passenger cabins, hallways, bathrooms, various non-passenger areas as well as access to the outside deck areas.
- 3.5.2 During the contract period, the contractor must accept personnel scaling the external hull and walls of the vessel.
- 3.5.3 The contractor must:
  - 3.5.3.1 accept hostage rescue exercises onboard the vessel;

- 3.5.3.2 accept the vessel being placed under actual air and sea surveillance;
- 3.5.3.3 accept the vessel being boarded by military and RCMP personnel;
- 3.5.3.4 accept the entire vessel being searched by military and RCMP personnel. Contractor must clearly articulate to DND if this is unacceptable before Contract Award;
- 3.5.3.5 accept the use of simulated ammunition (sim- muniton) being expended on board. All marks and remnants left by sim-muniton firings shall be cleaned and removed by embarked military personnel; and,
- 3.5.3.6 accept helicopter(s) to operate in very close proximity, including low hover. There shall be no landing or latching on to the vessel.
- 3.5.3.7 direct crew to wear safety vests or marker vests which indicate they are not personnel involved with the scenario
- 3.5.4 As a result of the exercises being performed, it may be necessary for the vessel to come to a complete stop. This requirement will be communicated to the vessel's commander or pilot in command.
- 3.5.5 As a result of the exercises being performed, embarked military personnel will be required to communicate via VHF in order to simulate Maritime interactions with the vessel and a warship. Military personnel will require access to and use of ship's VHF radio in order to communicated exercise scripted responses.

#### 4. LOCATION

The vessel will meet timings on 09 September 2019 for embarking personnel in Halifax Harbour. The vessel shall be within the MARLOAS in the vicinity of the CF19 Task Group or in a position/patrol box specified by CCFL staff no later than 0500hrs on 10 September 2019 approximately 50-100nm south-east of Halifax Harbour. The RCN and allied nations participating in CF19 will conduct boarding training throughout the period 10-20 September within the MARLOAS after which the vessel will return to Halifax Harbour no later than 20 September 2019. During the period of 10-20 September, general movements of the vessel will include simulating normal traffic patterns and movements of the region, conduct specified traffic patterns or movements as prescribed by CCFL staff, patrol a specific patrol area, or meet specified rendez-vous (RV) points at specified times for exercise play. All seagoing movements during training will be coordinated by CCFL Staff and finalized in advance and agreed upon with the vessel commander and the Department of National Defence. Vessel must be willing to be adaptive and responsive to changing exercise conditions which may require minor departures from this plan.

#### 5. VESSEL PERSONNEL

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

#### 6. ENVIRONMENTAL

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

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

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

## **7. OTHER CONDITIONS**

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

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

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

## **9. MARINE VESSEL SPECIFICATIONS**

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

## **10. BREAK DOWN PLAN**

Vessel replacement in the event of major breakdown prior to sailing: if bidder can, they should be prepared to have an alternate ship ready to take over duties. If not, they must notify their inability to sail as soon as possible. 14 days prior would allow us to see if we can find an alternate option.

Breakdown at sea: we will render assistance as per standard SAR response plans. It would be too late at that point for a replacement VOI, and we would likely designate one of the participating units to take over those duties. Full payment would not be rendered if all duties are not executed.

**ANNEX "B"**

**BASIS OF PAYMENT**

The contractor will be paid in accordance with the following basis of payment for work performed and the deliverables received, pursuant to the contract.

Item	Category	Firm Daily Rate	Days	Total (HST Extra)
a	<b>Firm daily rate</b> for exclusive use of vessel from 9 September 2019 to 20 September 2019 (inclusive).	\$ _____	12	\$ _____
b	<b>Firm daily rate</b> for all personnel meals and accommodations.	\$ _____	12	\$ _____
c	<b>Weather day rate for adjustment purposes</b>	\$ _____	2	\$ _____
d	<b>Total (items a + b + c) This is the price for evaluation:</b>			\$ _____

The daily rate includes all costs associated with crewing, fuel, lubricants, and all other costs related to the continued operation of the vessel including, but not limited to, berthing, pilotage fees and tug assistance. Also included are any costs associated for mobilization, demobilization and transit to and from the exercise area.

NOTE: In the event that the vessel is required to operate at a reduced level due to weather or sea conditions, the Weather day rate will be applied and a credit will be sought for Firm daily rate.

This table must be completed by the bidder and included with the bid in accordance with Part 3 of the Solicitation document.

## ANNEX "C"

### INSURANCE REQUIREMENTS

#### Marine Liability 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 Department of National Defence and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
  - c. Notice of cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - 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.

**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:**

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*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” to PART 3 OF THE BID SOLICITATION**

### **ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder accepts 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).

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## ANNEX "E"

### NON-DISCLOSURE AGREEMENT

I, \_\_\_\_\_, recognize that in the course of my work as an employee or subcontractor of \_\_\_\_\_, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. W0100-199225/001/HAL between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services and the Department of National Defence, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

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

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

I agree that the obligation of this agreement will survive the completion of the Contract Serial No.: W0100-199225/001/HAL

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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**ANNEX "F"**

**BIDDER QUESTIONS AND CANADA ANSWERS**

Updated during the bid solicitation period

## **Contracted Food Services**

**5.3** Contracted food services shall be provided to the same standards as those required of organizations of CF Food Services. Instructions, procedures and special considerations relating to contracted food services are contained in:

- A-85-269-001/FP-006, *Food Services Contracts Manual*; and
- the *Generic Statement of Work - Food Services* (available on the DLBM/Food S Web site).

**5.4** These references shall be used as source documents in Statements of Work for contracted food services.

### **105. Food Services Contract in DND Facilities (food and services)**

10. With a food services contract in DND facilities (food and service), the contractor is required to provide all food, non-food consumables and labour to meet the requirements of the contract using DND facilities and equipment. This form of a food services contract is also known as a government owned contractor operated (GOCO) type of contract. Over the years, contracts of this type have been used successfully in support of both short-term and multi-year contracts. They work best when DND's service support responsibility is kept to a bare minimum and the onus for food services support is placed on the contractor.

### **106. Food Services Contract in Non-DND Facility (food and services)**

11. The food services contract in a non-DND facility (food and services) is similar to the type of contract described in sub para 10 above with the exception that it is executed in the contractor's facilities using the contractor's equipment. This form of contract is most useful when DND/CF is operating away from CF bases, wings and training areas. They have frequently been used to satisfy the food services support requirements of groups housed and trained in non-DND facilities. The meal-day costs associated with these contracts are generally higher than a GOCO contract because the onus is on the contractor to provide the equipment, facilities and associated utilities and services in the provision of food services.

**Standard Meal Item Availability Table –**

MINIMUM OPERATIONAL PERFORMANCE FEEDING STANDARD-DOMESTIC

***Mobile Kitchen Trailers (MKT), Armouries, small naval vessels (deployed and alongside) including Maritime Coastal Defence Vessels (MCDV), submarines, Orca class, Naval Reserve Divisions (NRD), and other operational units serving less than 50 maintaining a continuous food services operation.***

**Minimum Operational Performance Feeding Standard-Domestic and Deployed  
Standard Meal Entitlement Pattern**

**Table A-1: Regular Meal Pattern Breakfast**

Juice  
Fruit  
Breakfast entrée  
Breakfast meat or alternative  
Cheese or yogurt  
Breakfast starch  
Breakfast vegetable  
Bread product  
Two beverages  
Condiments/Preserves

**Lunch**

Soup  
Main Entrée  
    Choice of freshly prepared protein dish, pasta (optional), or sandwich  
Starch  
Cooked vegetable  
Salad Bar  
Fruit  
Dessert  
Bread product  
Three beverages  
Condiments

**Supper**

Soup  
Main Entrée dish  
    Choice of freshly prepared protein dish or pasta (optional)  
Starch  
Cooked vegetable  
Salad Bar  
Fruit  
Dessert  
Bread product  
Three beverages  
Condiments

**Standard Meal Item Availability Table –  
MINIMUM OPERATIONAL PERFORMANCE FEEDING STANDARD-DOMESTIC**

**MOBILE KITCHEN TRAILERS, ARMOURIES, SMALL NAVAL VESSELS, NAVAL RESERVE DIVISIONS  
AND OTHER OPERATIONAL UNITS SERVING LESS THAN 50**

**Mobile Kitchen Trailers (MKT), Armouries, small naval vessels (deployed and alongside) including Maritime Coastal Defence Vessels (MCDV), submarines, Orca class, Naval Reserve Divisions (NRD), and other operational units serving less than 50 maintaining a continuous food services operation.**

*-Deviation due to availability/storage limitations (e.g. deployed ships), operational requirements of units (e.g. base exercise), or holiday/theme meals is permitted*

*-Where a range is permitted, the lower limit is for small units such as Orca class and the upper limit is for units with greater capability (personnel, equipment, storage space, food availability, etc), with flexibility to adjust for weather, season and cost.*

*-All ranges shall be tailored to meet specific unit requirements within this standard for contracted food services operations.*

<b>BREAKFAST</b>			
<b>Category</b>	<b>Meal Item Availability Standard</b>	<b>Definition/ Specification</b>	<b>Healthier Choices</b>
<b>Fruit</b>	<b>3 - 4 varieties IAW season</b>	At least 2 varieties must be fresh. May include a maximum of 1 canned and 1 dried variety.	Fresh, frozen without added sugar or canned in unsweetened fruit juice.
<b>Entrée</b>	<b>Eggs any style</b>  <b>Cereals:</b> <b>1 hot variety</b> <b>4 - 5 ready to eat</b> <b>1 breakfast entrée</b>	In accordance with the <a href="#">Egg Regulations</a> under the Canadian Agricultural Products Standards Act and <a href="#">Canadian Food And Drug Regulations</a> or equivalent.  A minimum of 4 varieties must have a minimum of 3 grams of fibre and a maximum of 12 grams of sugar (may exceed 12 grams of sugar if high fibre cereal containing dried fruit). e.g. pancakes, French toast, waffles.	Cooked with little or no fat.  Hot cereal prepared without sugar rather than instant with sugar.
<b>Meats</b>	<b>1 hot breakfast meat</b>	e.g. bacon, ham, sausage, back bacon. Meat from <a href="#">federally inspected source and CFIA approved</a> or equivalent.	Lean meat (less than 5 grams fat/serving).
	<b>1 cold meat or</b> <b>1 meat spread</b>	e.g. ham, creton. Meat from <a href="#">federally inspected source and CFIA approved</a> or equivalent.	Lean meat (less than 5 grams fat/serving).
<b>Cheese/Yogurt</b>	<b>1 - 2 varieties of cheese</b>  <b>2 - 4 varieties of yogurt</b>	Cheese products produced in a dairy establishment registered by CFIA or equivalent.  To include a minimum of 2 with M.F. 2% or less.	Made from milk less than 2% M.F.  Less than 2% M.F.
<b>Starch</b>	<b>1 - 2 breakfast starch items</b>	e.g. baked beans, potatoes.	Prepared with little or no fat.
<b>Vegetable</b>	<b>1 breakfast vegetable (optional)</b>	e.g. sliced tomatoes, stewed tomatoes.	

Bread Products	1 freshly baked product	e.g. muffins, sweet buns.	Low fat, high fibre whole grain products.
	2 - 3 varieties of sliced bread	Minimum of 50% must be 100% whole wheat or multi-grain with a minimum of 2.5 grams of fibre per slice.	
	1 variety of specialty bread	e.g. bagels, English muffins.	

Standard Meal Item Availability Table –

**MOBILE KITCHEN TRAILERS, ARMOURIES, SMALL NAVAL VESSELS, NAVAL RESERVE DIVISIONS AND OTHER OPERATIONAL UNITS SERVING LESS THAN 50 (CONTINUED)**

BREAKFAST( continued)			
Category	Meal Item Availability Standard	Definition/ Specification	Healthier Choices
Beverage <sup>1</sup>	3 hot beverages	Tea (regular, decaffeinated, herbal), Coffee (regular, decaffeinated, flavoured) and Hot Chocolate.	Decaffeinated/Caffeine-free
	Fruit juice: 1 - 2 varieties Vegetable juice: 1 variety	Pasteurized 100% juice with no sugar added, IAW <a href="#">Canada's Food and Drug Regulations</a> and the <a href="#">Canadian Food Inspection Agency (CFIA)</a> . 1 fruit juice may have sugar added, such as cranberry cocktail.	
	Dairy (2 - 3 varieties)	A minimum of 1 must be skim milk or 1% M.F. Pasteurized cow's milk with vitamins D and A added IAW <a href="#">Canada's Food and Drug Regulations</a> .	Less than 2% M.F.
	Non-dairy beverages, 1 variety, if required	Lactose free containing calcium, vitamin D and vitamin A in comparable quantities to cow's milk e.g. soy/rice milk.	Less than 2% fat.
Condiments	2 types of spreads 2 - 3 varieties jam/jellies plus: -honey -syrup -butter and/or margarine -ketchup -mustard -mayonnaise -hot sauce -meat sauce	e.g. peanut butter, chocolate nut spread, cheese spread.	Reduced sugar and fat varieties.

<sup>1</sup> Where potable water is available, bottled water shall not be provided. Canned soda pop, sports drinks, energy drinks, thirst quenchers, flavoured/sparkling/fortified bottled water products are not authorized.

## Standard Meal Item Availability Table –

MOBILE KITCHEN TRAILERS, ARMOURIES, SMALL NAVAL VESSELS, NAVAL RESERVE DIVISIONS AND OTHER OPERATIONAL UNITS SERVING LESS THAN 50 (CONTINUED)

LUNCH AND SUPPER			
Category	Meal Item Availability Standard	Definition/ Specification <sup>1</sup>	Healthier Choices
Soup	1 soup		Broth or 2% milk based.
Main Entrée <sup>2</sup> At least one choice is to be a healthier choice <sup>3</sup> prepared with little or no fat. One meatless protein dish to be included <sup>3</sup> . Vary on a rotating basis.	1 freshly prepared hot protein dish with appropriate accompaniments.  1 pasta dish (optional) and/or 1 - 2 sandwich choices and/or 1 à la carte item. See <a href="#">Healthier Choice Entrée Recipes</a> on the Strat J4 Food Svcs website for options.	Provide fish option at least once per week. Meat must be from <a href="#">federally inspected source and CFIA approved</a> or equivalent.  Whole wheat or multi-grain pasta to be offered as 25% of pasta menu items. 1 variety of sauce.  Lean meats such as ham or turkey with less than 5 grams of fat per serving and containing less than 1,000 mg of sodium per serving. Cheese made from less than 2% M.F. Salmon or tuna packed in water. Whole grain bread products.  Recommend <a href="#">Healthier Choice Entrée Recipes</a> on the Strat J4 Food Svcs website.  Vary on a rotating basis.	Lean meat, fish, seafood and vegetarian choices prepared with cheese made from milk less than 2% M.F. Little or no added fat or salt. Whole grains.  Whole grain pasta, 2% M.F. or less sauce, tomato sauce.
Starch	1 starch item	e.g. potato, rice, couscous.	Brown/wild rice, Potatoes with skin. Prepared with little/no fat.
Vegetables	1 cooked vegetable	Offer at least one dark green and one orange vegetable daily.	Fresh or frozen vegetables, prepared with little or no added fat, sugar or salt.
Salads		Selection of salads as per the Salad Bar menu.	

<sup>1</sup> Standardized recipes are to be followed. *Food for 50, Professional Chef, CF Recipes (CFP 225)* and *CF Healthier Choice Recipes* are approved sources.

<sup>2</sup> When serving less than 30, an à la carte menu may be used; however, one healthier choice entrée must be available.

<sup>3</sup> Criteria: 400 calories, less than 15 g fat (5 g saturated & 10 g unsaturated), less than 600 mg sodium per serving.



**Standard Meal Item Availability Table –**  
**MINIMUM OPERATIONAL PERFORMANCE FEEDING STANDARD-DOMESTIC**  
**MOBILE KITCHEN TRAILERS, ARMOURIES, SMALL NAVAL VESSELS, NAVAL RESERVE**  
**DIVISIONS AND OTHER OPERATIONAL UNITS SERVING LESS THAN 50 (CONTINUED)**

<b>SALAD BAR - Each brunch, lunch, and supper shall offer:</b>			
<b>Category</b>	<b>Meal Item Availability Standard</b>	<b>Definition/ Specification</b>	<b>Healthier Choices</b>
<b>Leaf</b>	<b>1 leaf salad without dressing/ ingredients containing fat</b>  <b>Optional: 1 other salad that may contain dressing/ ingredients containing fat</b>	e.g. Tossed salad, Spinach salad.  e.g. Caesar salad, Spinach salad.	Prepared with little or no fat/high fat ingredients.
<b>Raw Vegetables</b>	<b>3 - 5 varieties</b>	e.g. radishes, green onions, celery sticks, carrot sticks, turnip sticks, sliced cucumber, tomato wedges, mushrooms, sliced zucchini, green/red pepper, broccoli, cauliflower.	All.
<b>Starch, Bean, or Marinated Salad</b>	<b>1 variety per meal</b>	e.g. coleslaw, pasta salad, three-bean salad, marinated vegetable salad.	Prepared with little or no fat.
<b>Protein Choice</b>	<b>1 type of protein choice</b>	e.g. sliced meat or fish product Meat from <u>federally inspected source and CFIA approved</u> only.	Fish and lean meat/poultry less than 5 grams of fat per serving.
<b>Meatless Protein Choice</b>	<b>1 meatless protein choice</b>  <b>2 types of cheese</b>	e.g. chick peas, other legumes, egg, hummus, bean dip.  Cheese products produced in a dairy establishment registered by CFIA or equivalent.	Prepared with little or no fat.  Less than 2% M.F.
<b>Pickles/Olives</b>	<b>2 - 3 varieties of pickles/olives</b>	e.g. olives, beets, onions, dill pickles, gherkin pickles.	
<b>Condiments</b>	<ul style="list-style-type: none"> <li>➤ mustard, ketchup, mayonnaise (reg and low fat), vinegar, oil</li> <li>➤ 2 varieties of meat sauce</li> <li>➤ <u>salad dressings:</u> <ul style="list-style-type: none"> <li>• 3 varieties of regular</li> <li>• 3 varieties of low fat</li> </ul> </li> <li>➤ 2 varieties of crackers</li> <li>➤ salt, pepper, and other assorted spices</li> <li>➤ butter and/or margarine</li> </ul>	e.g. BBQ Sauce, hot sauce.     e.g. melba toast, bread sticks, biscuits.	

## Portion Size Standard

Portion Size Standard	
Eggs, large	2 each
Ham/Back Bacon	45 g (raw)
Bacon	3 slices (40/48 slices per kg raw)
Sausages	2 each (12/500 g raw)
Hot cakes	2 X 90 ml ladles of batter
French toast	2 slices
Cereal w/milk – hot	175 ml (cooked) plus 125 ml of milk
– cold	1nd pkg or 250 ml plus 125 ml of milk
Cheese	30 g
Muffin	1 each (130 g)
Bagel	1 each (110 g)
Croissants	1 each (60 g)
Toast/bread	2 slices (each 35 g)
Soup	250 ml
Steaks and chops (bone in)	250 g (raw)
Chicken pieces (bone-in)	275 g (raw)
Steak (boneless)	225 g (raw)
Boneless meat/poultry	150 g cooked (180 g raw)
Fish (steaks, fillet)	150 g (raw)
Fish (battered)	150 g (cooked)
Stews	300 g (cooked) (250 ml ladle)
Casserole dishes	300 g (cooked) (250 ml ladle)
Pasta w/ sauce (main entrée)	150 g of pasta, 175 ml of sauce
Three decker sandwich	1 each (90 g of meat total)
Hamburger	1 each (167 g raw)
Hot dog	80 g (2 ea @ 40 g or 1 ea @ 80 g)
Pizza	1 each (1/6 of a 40 cm diameter pizza or slice) 240 g
Tacos	2 each
Burritos	1 each (150 g)
Submarine (15 cm long)	1 each (90 g sliced meat or 110 g mixed filling)
Sandwich	1 each
Sandwich filling – salad	110 g
Sandwich filling – sliced meat	90 g
Sliced meat – for cold plate	90 g
Starch Item – potatoes, rice, pasta	125 g (cooked) (2 ea 125 ml spoon, 2 ea #16 scoop)
Vegetables	200 ml spoon
Salad Items	6" bowl or 8" plate
Canned fruit	175 ml
Fresh fruit (individual)	1 each
Fresh grapes/berries/sliced fruits	125 ml or 90 g
Pudding	125 ml
Gelatin dessert	125 ml
Ice cream	125 ml
Fruit yogurt	100g
Cake	1 piece (5 cm X 5 cm X 7 cm)
Pie	1 piece (1/8 of a 22 cm diameter pie)
Squares	1 piece (5 cm X 5 cm X 2.5 cm)
Cookies (7.5 cm diam.)	2 each
Cookies (12.5 cm diam.)	1 each
Doughnuts / Sweet Buns	1 each
Bread	1 slice (35 g)
Dinner Roll	1 each
Juice	250 ml
Milk (2%, 1%, skim, choc, non-dairy)	250 ml
Fruit Drinks	250 ml
Pop	250 ml
Hot Beverages	250 ml