



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

Public Works and Government Services / Travaux
publics et services gouvernementaux
Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3
Bid Fax: (613) 545-8067

**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

Title - Sujet Boat Rental-Ex Southern Comfort2020	
Solicitation No. - N° de l'invitation W0125-20WR29/A	Date 2019-12-11
Client Reference No. - N° de référence du client W0125-20WR29	
GETS Reference No. - N° de référence de SEAG PW-\$KIN-620-7989	
File No. - N° de dossier KIN-9-52124 (620)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-01-03	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Porter, Marta M.	Buyer Id - Id de l'acheteur kin620
Telephone No. - N° de téléphone (613) 547-7587 ()	FAX No. - N° de FAX (613) 545-8067
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE Commanding Officer 424(T&R)Squadron CFB Trenton P.O. Box 1000 Stn Forces Astra Ontario K0K3W0 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Public Works and Government Services / Travaux publics et
services gouvernementaux
Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3

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

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STATEMENT OF WORK 15

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W0125-20WR29

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-9-52124

Buyer ID - Id de l'acheteur
kin620
CCC No./N° CCC - FMS No./N° VME

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PART 1 - GENERAL INFORMATION

1.1 Statement of Work

The Contractor will be responsible for providing and operating a vessel in support of a Royal Canadian Air Force (RCAF) exercise held at Opa-Locka Executive Airport Miami, FL. Specifically, the Contractor must provide all necessary management, supervision, personnel, labor, materials, fuel and equipment necessary for the vessel to support helicopter hoisting and aerial delivery sequences by RCAF aircrafts.

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 Vessel Charter - Tender

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 _____.

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

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](#) (2019-03-04) 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: 90 days

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:

Public Works and Government Services
Kingston Procurement
86 Clarence St 2nd Floor
Kingston Ontario
K7L 1X3

TPSGC.orrceptiondessaoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca
(email address for epost Connect service)

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.

Facsimile number: (613) 545-8067

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 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 10 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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 _____ (*insert the name of the province or territory*).

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: Financial Bid
Section II: 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: Financial Bid (1 hard copy)
Section II: 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: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

3.1.1 Electronic Payment of Invoices – Bid

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W0125-20WR29/A
Client Ref. No. - N° de réf. du client
W0125-20WR29

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-9-52124

Buyer ID - Id de l'acheteur
kin620
CCC No./N° CCC - FMS No./N° VME

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

If Annex "C" 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 II: 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 Financial Evaluation

To be responsive the Bidder must:

- 1) Provide a Firm Unit price for **all** items listed in Annex B – Basis of Payment.
- 2) Not alter the format of the Basis of Payment in Annex B.

The Estimated Quantity in Column C will be multiplied by the Firm Unit pricing in Column D to give the extended Firm pricing in Column E.

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price-Bid

4.2 Basis of Selection

4.2.1 Basis of Selection

SACC Manual Clause A0069T (2007-05-25), Basis of Selection

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

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 is no security requirement applicable to the Contract.

6.2 Statement of Work

The Contractor will be responsible for providing and operating a vessel in support of a Royal Canadian Air Force (RCAF) exercise held at Opa-Locka Executive Airport Miami, FL. Specifically, the Contractor must provide all necessary management, supervision, personnel, labor, materials, fuel and equipment necessary for the vessel to support helicopter hoisting and aerial delivery sequences by RCAF aircrafts.

6.2.1 Vessel Charter – Contract

SACC Manual clause [A8501C](#) (2014-06-26) Vessel Charter - Contract

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](#) (2018-06-21), 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 is from February 8, 2020 to March 7, 2020 inclusive.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Marta Porter
Title: Supply Team Leader
Public Works and Government Services Canada
Acquisitions Branch
Address: 86 Clarence Street, 2nd Floor
Kingston ON., K7L 1X3
Telephone: 613-547-7587
Cell: 613-328-6498
Facsimile: 613-545-8067

Solicitation No. - N° de l'invitation
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W0125-20WR29

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-9-52124

Buyer ID - Id de l'acheteur
kin620
CCC No./N° CCC - FMS No./N° VME

E-mail address: marta.porter@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 (To be entered at time of Contract Award)

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 entered 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 – 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 a firm price, as specified in Annex A for a cost of \$ _____ (**insert the amount 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 [C6000C](#) (2017-08-17) Limitation of Price

6.7.3 Single Payment

SACC Manual clause [H6000C](#) (2008-05-12) Single Payment

6.7.4 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);
- f. Large Value Transfer System (LVTS) (Over \$25M)

6.8 Invoicing Instructions

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.

1. 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 _____ (*insert the name of the province or territory as specified by the Bidder in its bid, if applicable*).

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 2010C (2018-06-21), Services (Medium Complexity);
- (c) Annex A, Statement of Work;

-
- (d) Annex B, Basis of Payment;
 - (e) Annex D, Insurance;
 - (f) the Contractor's bid dated _____ .

6.12 Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex D. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

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

The Contractor must forward to the Contracting Authority within 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.

ANNEX "A"
STATEMENT OF WORK

Royal Canadian Air Force (RCAF) Aviation Training Requirements
8 Wing Trenton, Ontario, Canada
8 February 2020 to 7 March 2020

- 1.0 Introduction:** This Statement of Work describes the vessel and personnel required to support the Southern Comfort 2020 exercise held at Opa-Locka Executive Airport Miami, FL. The Contractor will be responsible for providing and operating a vessel in support of a Royal Canadian Air Force (RCAF) exercise. Specifically, the Contractor must provide all necessary management, supervision, personnel, labor, materials, fuel and equipment necessary for the vessel to support helicopter hoisting and aerial delivery sequences by RCAF aircrafts.
- 2.0 Background:** One of the RCAF's primary missions is Search and Rescue. In order for RCAF to fulfill this mission, it is necessary to maintain aircrew proficiency by conducting helicopter hoists of equipment or Search and Rescue Technicians (SAR Techs) to/from underway vessels, helicopter deployment/recovery of SAR Techs to/from the water, and other equipment to the water. These skill sets require both initial and proficiency training for RCAF pilots and aircrews. This training requires small to medium size vessel support.
- 3.0 Scope:** The Contractor must provide and operate a vessel that will be required to support helicopter hoisting and aerial delivery or deployment sequences by RCAF aircraft as described in this Statement of Work.

4.0 APPLICABLE DOCUMENTS

- 4.1 The below list of applicable documents are supplied to assist Contractors in determining pertinent regulations and shall not be considered as all-inclusive:

Title	Description
46CFR 175-187	Small Passenger Vessels
42 U.S.C. Section 6901	Resources Conservation and Recovery Act (RCRA)
33 CFR 154	Control of Pollution by Oil and Hazardous Substances. Discharge Removal
N/A	The Water Quality Improvement Act of 1974
N/A	The Occupational Safety and Health Act (OSHA)
CERCLA of 1980	Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980
SARA of 1986	Superfund Amendments and Reauthorization Act (SARA) of 1986

*Note: The latest version of each of these documents will apply through the life of the contract

5.0 TECHNICAL REQUIREMENTS

- 5.1 **Vessel Description:** The contracted training vessel for helicopter hoisting and aerial delivery or deployment training must have the following characteristics:

- a) No shorter than 38 feet and no longer than 50 feet. Have a beam of no less than 11 feet.
- b) Have a gross weight of at least 9000Kg (20,000 lbs.).
- c) Have a minimum draft of 4 feet; an extremely shallow draft vessel is undesirable due to drift characteristics when subjected to rotor down-wash.
- d) Have no permanent structures protruding higher than 20 feet above the water line which cannot be quickly stowed (e.g. antennas).
- e) Must have a minimum deck area of 64 square feet on the aft (fantail) portion of the vessel to allow crew members to safely conduct operations. The deck area must be free of all obstructions. The minimum required speed for the vessel is 0 knots or "dead in the water".
- f) Must be capable of maintaining heading of +/- 10 degrees at a speed of 5-10 knots while operating under a large helicopter producing 90 knots of rotor downwash in varying sea states and winds.

5.1.1 **Other Vessel Characteristics:** The vessel must also meet the following characteristics regardless of the training sequence:

- a) Crew and vessel must be capable of extracting an unconscious individual from the water weighing up to 300 lbs. in 6ft waves.
- b) Crew and vessel must be capable of recovering floating equipment from the water with a weight of 200 lbs. in 6ft waves.
- c) Must be capable of maintaining at least 10 knots transit speed for a minimum of 4 hours; 15 knots for 4 hours is desired.
- d) The vessel must have an enclosed cabin large enough to accommodate the entire crew during transit.

5.2 **Vessel Equipment:** The vessel must have, at a minimum, all equipment required by the US law, including a fathometer, radar, VHF-FM multiple frequency capable 2-way marine radio with specified frequencies /channels (6, 13, 16, 21, 22, 23, 81, 83) and minimum ranges (20 NM), a cell phone for secondary communications to the Op Southern Comfort Ops Officer, a GPS, a long-distance high-beam search light (fixed or hand-held) and an anemometer. A radio headset or other equipment/technique is required to demonstrate that the operator can hear radio communications between the training boat and helicopter while a helicopter is directly overhead the vessel.

5.3 **Vessel Responsibility and Accountability:** The Contractor must retain full responsibility and accountability for the vessel during non-contract hours and must provide all vessel maintenance. The Contractor must assume full responsibility and accountability for the vessel during contract hours, including preparation, fueling and cleanup time. The Contractor must be responsible for any repairs caused by negligence or abuse of Contractor employees or employees of subcontractors. The Contractor must maintain all mandatory Federal and State licenses, permits and insurance applicable to the Contractor's business. **The vessel must be documented by the U.S. Coast Guard National Vessel Documentation Center.**

5.4 **Safety:** The vessel must be outfitted with a Contractor-furnished First aid kit and approved Type III personal flotation devices for crew and passengers. Survival suits must be provided, by the Contractor, as needed for crew members allowing them to operate on the weather deck / under the rotor downwash continuously in temperatures ranging from 5 degrees Celsius to 40 degrees Celsius (41 degrees Fahrenheit to 105 degrees Fahrenheit). The Contractor must provide helmets, goggles, hearing/ear protection, grounding rods and all required safety equipment for use by crew members during helicopter hoisting and aerial delivery operations. Anticipate that static electricity charge from the aircraft will be encountered. The vessel must

demonstrate the means to dissipate electrical charge through grounding wand to the water or to the vessel. The Contractor must operate and maintain the vessel, as well as all equipment and systems, in accordance with the original equipment manufacturers technical manual and specifications, U.S. Coast Guard regulations, and any applicable federal, state, and/or local regulations. The Contractor must instruct the RCAF of any hazards or unsafe conditions as they embark or disembark the vessel. The Contractor must report all incidents in which there is any injury to personnel or damage to RCAF property to the Contracting Officer's Representative (COR) and Contracting Officer within two hours of any incident.

- 5.5 **Required Docking/Mooring:** The Contractor will be responsible for providing docking/mooring facilities for their vessel. The vessel must be located within one and a half (1.5 Hour) hour transit time from Bakers Haulover, Miami, Florida.
- 5.6 **Normal Schedule:** For the purposes of this contract, the normal schedule week will be Monday through Sunday. Due to the saturation training level of this exercise, events will be scheduled from Monday through Friday, but will most likely be scheduled on the weekends for the duration of the exercise. The schedule will be available for the Contractor by closing of business day (COB) on Friday the preceding week. Due to the dynamic nature of scheduling aircraft training events, times and days may be adjusted on a day-to-day basis; the Southern Comfort Operations Officer will provide specific times for services and the specific on-scene location (mutually agreed) within the area of operations, a minimum of twelve hours (12 hours) in advance. Prior to departure for any training event, the Contractor will contact the Southern Comfort Ops O (cell phone number to be determined once on site), one hour prior and confirm that the training event(s) is still scheduled. The Contractor is required to be at the operational site 10 minutes prior to the prescribed scheduling time.
- Operations will typically be conducted for on-scene periods of two hours, not to exceed three (03h00) hours, during periods scheduled between 7:00 AM and 11:00 PM local time, usually commencing 1-2 hours prior to official sunset. The vessel must be available on weekends during those same times as for the weekend day(s) previously scheduled. The Contractor is responsible for advising the RCAF aircraft when they are approaching the maximum two and one half hours (02h30) on-scene period. The boat crew must also have a minimum of 12 hour rest period between consecutive scheduled training days.
- 5.7 **Area of Operations:** The area of operations will be mutually agreed upon by both parties, which may be no greater than 15 nautical miles from one of the following inlets: Port Everglades, Bakers Haulover or Government Cut. Operating in the vicinity of Bakers Haulover is the preferred location.
- 5.8 **Operational Log:** The Contractor must maintain a log of all operations, which includes dates, location, times, duration and type of sequences being performed. The log must be passed to Op Southern Comfort Ops O on a daily basis.
- 5.9 **Weather Criteria:** The minimum weather for completing the work shall be 1000-3 (cloud ceilings greater than 1000' with a minimum of 3 statute miles of visibility), unless evaluated and waived by the Op Southern Comfort Operations Officer. The vessel must be capable of completing training requirements in sea States of up to six feet and wind speeds of up to 30 knots.
- 5.10 **Function/Tasks:** The Contractor must support training operations for the hoisting and/or deployment of equipment, or the hoisting of or deployment of RCAF SARTECH ' USCG Rescue Swimmers, from RCAF aircraft. The personnel or objects may be delivered directly to the contract vessel or dropped into the water for retrieval. The Contractor must also serve as an on-scene search and rescue asset during helicopter SARTECH deployment sequences and helicopter approaches to the water. The training to be conducted will be both initial for

new aviators/aircrew and proficiency maintenance for experienced aviators/aircrews.

- 5.11 **Official Passengers:** The Contractor must accommodate the transport of RCAF SARTECHs and/other RCAF personnel, as designated by the Op Southern Comfort Commander, during contracted sessions. Typically, the official passengers will embark and disembark from the contract boat at the Contractor's mooring/docking location.
- 5.12 **Communication Procedures:** The RCAF will provide/assign VHF communication frequencies for Contractor use. The Contractor must provide a cellular phone on board for secondary communications with the Op Southern Comfort Ops 0, or other Op Southern Comfort entities.
- 5.13 **Communication during Operations:** The Contractor must ensure that the vessel contacts an appropriate U.S. Coast Guard communication facility at intervals not to exceed 30 minutes while engaged in aviation training services.
- 5.14 **Inspection and Evaluation:** A successful quote by a potential Contractor will require an inspection and on-scene evaluation of performance characteristics to ensure that the vessel meets the requirements indicated in this Statement of Work. Personnel operating the vessel will be encouraged not to discuss specifics of RCAF training characteristics or training performance with personnel outside the government.
- 5.15 **Cancellation Policy:** Operations, maintenance, or other issues could force cancellations of previously scheduled training events. Any cancellation made by the RCAF at a minimum of 12 hours prior to the scheduled training block start time, must not be invoiced for service. **If the cancellation occurs within 12 hours prior to scheduled training block start time then the contractor may bill a flat fee of \$250.00.** The training block may be rescheduled and used without penalty at a later date. Any training block cancellation due to exceeding weather criteria may be rescheduled and used without penalty at a later date. The Contractor or Master/Captain must notify the RCAF two hours prior to the scheduled training block start time if weather exceeds parameters. The Op Southern Comfort Ops 0, or designated representative, will communicate the cancellation via email and cellular phone, to the point of contacts provided by the Contractor. If no answer or reply is received when an attempt is made, voice mail or email will suffice for informing the Contractor of cancellation.

6.0 **DELIVERABLES**

Deliverables	Frequency	Number of Copies and to Whom	Dates Required
Incident Report in accordance with Section 5.4	per incident	Two, Contracting Officer and Project Authority	Within two hours of the incident
Operational log in accordance with Section 5.8	Weekly	One, Project Authority	Weekly
Name(s), telephone number and address of the point of contact in accordance with Section 7.2	As needed and upon contract award	Two, Contracting Officer and Project Authority	Prior to the beginning of the exercise

7.0 **PERSONNEL REQUIREMENT QUALIFICATIONS:**

- 7.1 **Personnel:** All Contractor personnel are required to be U.S. citizens or legal residents of the United States, at least 18 years old, and able to read, write and speak English fluently.

- 7.2 **Point of Contact:** The Contractor must provide a point of contact that must be available to discuss work performed under this contract, during the normal working day (8:00AM to 4:00 PM) and periods of underway time. The point of contact must be able to read, write and speak English fluently. The name(s), telephone numbers and address of the point of contact must be provided to the Project Authority with the proposal.
- 7.3 **Crew:** Minimum vessel crew must consist of a boat Master/Captain and two deckhands. This will provide proper training safety since most of the RCAF aircraft during this Exercise will carry only one SARTECH. The crew must be currently trained in rescue techniques and water survival. Each of the crew members must be capable of operating and maneuvering the vessel during helicopter hoist operations and for aerial delivery equipment pickup, as well as any required rescue sequences. The training vessel must also be able to accommodate official passengers as described in section 5.11 above, or during certain designated training situations, as required.
- 7.4 **Master/Captain:** The Captain must be licensed by the Coast Guard to operate uninspected passenger vessels as defined in 46 U.S.C. 2101 (42) Upon Near Coastal Waters Not More Than 100 Miles Offshore, at a minimum, for the size of the vessel being operated, including the carriage of six passengers, must be qualified in CPR, and speak English fluently.
- 7.5 **Deckhands:** The deckhands must be knowledgeable in shipboard operations, rigging for helicopter operations, recovery of dropped gear, deck seamanship, and speak English fluently.
- 7.6 **Urinalysis:** All contracted personnel must be ready to submit a urinalysis exam to determine if there is any presence of drugs prior to commencing work under this contract. If the retained contractor is already under contract with the USCG Miami Station, this requirement and the specifics of this clause is considered to be covered under the said USCG contract.
- If this is not the case, copies of the test results must be kept on file by the Contractor and forwarded to the Project Authority upon request. No crewmember with a positive result (except for personnel on prescription drugs issued by a Medical Doctor) on a urinalysis must be allowed to work under this contract. The Contractor must develop a system for random drug screening urinalysis in which all crewmembers working under this contract are tested upon request. The Contractor must forward a copy of this plan to the Project Authority when requested. Copies of all positive test results must be forwarded to the Project Authority. Any crewmember who is found to have positive results without a satisfactory explanation (e.g. prescription medication) or who refuses to take the test at the appointed time must be permanently removed from providing services under this contract. Positive screening results or test refusal of the contract boat Master/Captain is grounds for termination of this contract if a suitable replacement, as defined in 7.4 (above) cannot be identified and approved without impacting Southern Comfort Operations deployed training requirements.
- 7.7 **Liability Insurance:** The Contractor is responsible for ensuring they have adequate liability insurance coverage. Proof of insurance must be provided as per PART 6-Resulting Contract Clauses, 6.12 Insurance-Specific Requirements.
- 7.8 **Orientation Briefing & Training:** The RCAF (Southern Comfort Operations representative) must provide an orientation brief and initial training for key contract personnel prior to the contract start date. The orientation and training will include at a minimum, safe boating practices, vessel hoisting operations, SAR Tech operations and recovery, dewatering pump delivery and recovery operations, etc.
- 8.0 **ADMINISTRATION**

- 8.1 **Project Authority:** The Project Authority and Point of Contact for this project is the Op Southern Comfort Ops O (To be provided upon contract award). Inquiries concerning any phase of the specification before or after award must be made to the Op Southern Comfort Ops O.
- 8.2 **Upon Awarding of the Contract:** The Contractor must immediately notify the Project Authority and if work and preparation is required. The work must be done in accordance with the specification.
- 8.3 **Oral Modification:** No oral statements of any person other than the Contracting Officer must in any manner or degree, modify or otherwise affect the terms of the awarded contract.
- 8.4 **Invoicing for Service:** The payment will be the same regardless of whether the RCAF actually uses the full scheduled time. Two standard training blocks will include a one and a half (1.5 hour) and a four and a half hour (4.5 hour) block of contract vessel on-scene time not including transit time to/from the training site from the Contractor's mooring/docking location.

On-scene time commences either: 1) when the contract boat arrives at the specified training site and no sooner than the scheduled time, or, 2) when the RCAF aircraft arrives on scene and requests for training to commence, whichever happens first.

Training will end when the RCAF aircraft departs the scene. In the event a RCAF aircraft must temporarily depart scene to refuel and/or transfer passengers, training time will continue until the aircraft departs at the completion of its last sortie with the training boat or Op Southern Comfort Ops O contacting the vessel to notify them that training has ceased. Any unused scheduled training blocks, beyond the standard contract blocks, at the end of the contract will be forfeited and the RCAF will retain any unused funds.

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Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-9-52124

Buyer ID - Id de l'acheteur
kin620
CCC No./N° CCC - FMS No./N° VME

ANNEX "B"

BASIS OF PAYMENT

Firm, all-inclusive Unit prices in Canadian dollars. All applicable taxes is extra to the price herein and shall be shown on any invoice as a separate item.

Column A – Work Description	Column B – Unit of Issue	Column C – Estimated Quantity	Column D – Unit Price	Column E – Extended Price (Col C*Col D)
Vessel Charter, as per Annex A – Statement of Work	Firm, all-inclusive daily rate	20 Days	\$ _____ CAD	\$ _____ CAD
Total Cost				\$ _____ CAD

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ANNEX "C" 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);
- Large Value Transfer System (LVTS) (Over \$25M)

ANNEX "D"

INSURANCE

Marine Liability Insurance

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.

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.

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 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

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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.