



## RETURN BIDS TO:

## RETOURNER LES SOUMISSIONS À:

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

See herein for bid submission  
instructions/

Voir la présente pour les  
instructions sur la présentation  
d'une soumission

NA

British Columbia

## REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

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

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

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

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

**Comments - Commentaires**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du**

**fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Public Works and Government Services Canada - Pacific  
Region

401 - 1230 Government Street

Victoria, B. C.

V8W 3X4

<b>Title - Sujet</b> Bare Boat Charter	
<b>Solicitation No. - N° de l'invitation</b> W0103-218917/A	<b>Date</b> 2021-02-16
<b>Client Reference No. - N° de référence du client</b> W0103-218917	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$XLV-166-8180	
<b>File No. - N° de dossier</b> XLV-0-43190 (166)	<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> Pacific Standard Time PST <b>on - le 2021-03-04</b> Heure Normale du Pacifique HNP	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Castle, David G.	<b>Buyer Id - Id de l'acheteur</b> xlv166
<b>Telephone No. - N° de téléphone</b> (250) 217-6555 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> National Defence Canada See herein	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There is no security requirement associated with this bid solicitation.

### **1.2 Statement of Work**

The Work must be conducted in accordance with the associated Technical Specifications detailed in Annex A Statement of Work.

## **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 (2020-05-28) 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 should be submitted only to the Contracting Authority by the date, time and place indicated on page 1 of the bid solicitation:

#### **PWGSC Pacific Region Bid Receiving Unit**

Only bids submitted using epost Connect service will be accepted. The Bidder must send an email requesting to open an epost Connect conversation to the following address:

[TPSGC.RPReceptiondessoumissions-PRBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RPReceptiondessoumissions-PRBidReceiving.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.

It is the Bidder's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six days before the solicitation closing date.

Bids transmitted by facsimile or hardcopy to PWGSC will not be accepted.

### **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.

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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 five (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 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 British Columbia.

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.

## **2.6 Improvement of Requirement During Solicitation Period**

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least five (5) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

# **PART 3 - BID PREPARATION INSTRUCTIONS**

## **3.1 Bid Preparation Instructions**

The Bidder must submit its bid electronically 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

Bids transmitted by facsimile or hardcopy will not be accepted.

## **Section I: Technical Bid**

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

## **Section II: Financial Bid**

**3.1.1** Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet in Annex E.

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

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

If Annex F 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.

### **3.1.3 Exchange Rate Fluctuation**

C3011T (2013-11-06), Exchange Rate Fluctuation

## **Section III: Certifications**

Bidders must submit the certifications required under Part 3.2.1 and 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.
- (c) The evaluation team will determine first if there are two or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

With their technical bid, the Bidder must explain how they, or their representatives, meet the mandatory technical requirements in Annex A-1.

##### **4.1.1 Financial Evaluation**

#### 4.1.2.1 Mandatory Financial Criteria

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, Incoterms 2010 Delivered Duty Paid Destination, Canadian customs duties and excise taxes included. See 3.1.1 and Annex E

#### 4.2 Basis of Selection

A bid must comply with all requirements of the bid solicitation 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. 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 if applicable.

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

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

##### 5.1.2 Additional Certifications Required with the Bid

###### 5.1.2.1 Canadian Content Certification

This procurement is conditionally limited to Canadian services.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the services offered are Canadian services, as defined in clause [A3050T](#), may be considered.

Failure to provide this certification completed with the bid will result in the services offered being treated as non-Canadian services.

The Bidder certifies that:

( ) the services offered are Canadian services as defined in paragraph 4 of clause [A3050T](#).

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult [Annex 3.6](#), Example 2, of the Supply Manual.

**5.1.2.1.1** SACC Manual clause [A3050T](#) (2018-12-06) Canadian Content Definition

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## 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 [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](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equality/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml)) available from [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

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 Insurance - Proof of Availability Prior to Contract Award

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

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

## 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 this 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](#) (2020-05-28) General Conditions: Services (high complexity) apply to and form part of the Contract.



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### **6.3.3 Procedures for Design Change or Additional Work**

B5007C (2010-01-11), Procedures for Design Change or Additional Work, apply to and form part of the Contract.

## **6.4 Term of Contract**

### **6.4.1 Period of the Contract**

#### **(a) Work Period**

Work must commence and be completed as follows:

Commence: March 15, 2021;

Complete: March 31, 2022

### **6.4.2 Option to Extend the Contract**

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

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

## **6.5 Authorities**

### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Dave Castle  
Public Works and Government Services Canada  
Acquisitions Program  
Pacific Region – Marine Acquisitions  
1230 Government Street, Suite 401, Victoria, BC V8W 3X4  
Telephone: 250-217-6555  
E-mail: [David.castle@pwgsc-tpsgc.gc.ca](mailto:David.castle@pwgsc-tpsgc.gc.ca)

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

### **6.5.2 Technical Authority**

The Technical Authority for the Contract is:

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the

Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 6.5.3 Inspection Authority:

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Technical Authority or representative. Should any report, document, good or service not be in accordance with the Requirements at Annex A and to the satisfaction of the Technical Authority, as submitted, the Technical Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment. Any communication with a Contractor regarding the quality of the Work performed pursuant to this Contract shall be undertaken by official correspondence through the Contracting Authority.

### 6.5.3 Contractor's Representatives

Contract for:	Name	Telephone	Email
Contracting issues			
Technical issues			
Invoicing issues			

### 6.6 Proactive Disclosure of Contracts with Former Public Servants *(if applicable)*

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 – Ceiling Price

The Contractor will be paid for the Work performed in accordance with the Basis of Payment at Annex B, to a ceiling price of \$ \_\_\_\_\_ *(insert 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 Multiple Payments

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

- 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;
- all such documents have been verified by Canada;
- the Work delivered has been accepted by Canada.

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### 6.7.3 Invoicing Instructions

The Contractor must submit invoices in accordance with the section of the General Conditions titled Invoice Submission.

#### Invoice is to be made out to:

DEPT OF NATIONAL DEFENCE  
BASE LOGISTIC OFFICER  
CFB ESQUIMALT  
STN FORCES P.O.BOX 17000  
VICTORIA BC V9A 7N2  
CANADA  
W0103

#### Electronic copy of invoice is to be sent for verification to:

[PAC.MARINE@pwgsc-tpsgc.gc.ca](mailto:PAC.MARINE@pwgsc-tpsgc.gc.ca)

Attention: Isabel La Bonte

### 6.8 SACC Manual Clauses

C0100C	2010-01-11	Discretionary Audit - Commercial Goods and/or Services
C0711C	2008-05-12	Time Verification
A0285C	2007-05-10	Worker's Compensation

### 6.9 Certifications

#### 6.9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

#### 6.9.2 Canadian Content Certification (if applicable)

SACC Manual clause A3060C (2008-05-12), Canadian Content Certification

### 6.10 Applicable Laws

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

### 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) [2035](#) (2020-05-28) General Conditions: Services (high complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Insurance Requirements;

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(g) the Contractor's bid dated \_\_\_\_\_.

#### **6.12 Insurance – Specific Requirements**

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

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.

#### **6.13 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. 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.
4. 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 at the per diem rate, 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.

#### **6.14 Vessel Condition**

The Contractor warrants that the vessel provided to Canada is mechanically sound, completely seaworthy, equipped with readily accessible lifesaving equipment, will be adequately manned and in full compliance with the Canada Shipping Act, S.C. 2001, c. 26.

## **ANNEX A – STATEMENT OF WORK**

### A1. Background

The Department of National Defence (DND) operates Canadian Forces Maritime Experimental and Test Ranges (CFMETR) at Nanoose Bay, British Columbia. CFMETR conducts year-round operations in the Strait of Georgia, primarily within Military Exercise Area Whiskey Golf (WG), as well as in Jervis Inlet. Marine operational support services are provided to CFMETR by the Nanoose Detachment of the Canadian Forces Auxiliary Vessels (CFAV). In order to meet this mandate, CFAV operates five (5) range vessels which are based at CFMETR. At present, one range vessel is out of service for an unspecified period of time.

CFAV intends to bareboat charter an interim replacement vessel suitable for the conduct of range security patrols in Area WG as well as other range activities in support of CFMETR programs. The chartered vessel will be operated as a day-boat by civilian Transport Canada-certified DND employees. The crew of three (3) will consist of the master, one marine engineer, and one deckhand.

The contractor will be required to provide a suitable vessel for the intended purpose, the scheduled maintenance and repair service for the vessel on an "as and when requested" and, periodically, on an emergency basis. The mandatory minimum response time is 4 hours in the case of an emergency and 24 hours on a regular basis.

### A2. Detailed Statement of Work

#### Vessel Description, Characteristics & Particulars

Vessel Transport Canada (TC) certified or Class-approved appropriate to the vessel size and year-round operation in the Strait of Georgia and Jervis Inlet.

Must provide vessel for the charter period from contract award to 31 March 2022. There exists an option for one additional year from April 1, 2022 to March 31, 2023.

Length overall in excess of 29 feet (~8.8 metres)

4. Commercially constructed within the last 10 years of aluminum for year round unlimited operation in Home Trade III waters.

Twin diesel engines with appropriate drive system for maximum manoeuvrability. Machinery spaces will be fitted with approved fire suppression system, as well as appropriate alarm systems to detect/alert crew to high bilge level, high temperature/fire.

Vessel capable of maintaining a minimum continuous cruise speed of 25 knots with a hull design suited to rough water conditions.

Vessel will have a fuel capacity sufficient to permit a minimum of 20 hours operation at cruise speed.

TC approved to carry at least 12 passengers plus 3 crew in a low noise, dry, and appropriately ventilated/heated cabin. As near to all-round visibility from helm station is required.

In cabin seating for passengers, with suspension/shock absorbing seating for the three crew.

**\*\*Vessel to have fitted a marine head in its own compartment.**

Black/grey water tanks with arrangement for pump out to shore is mandatory. Head compartment will have its own washbasin and fresh water supply for hand washing purposes.

Vessel to be fitted with a functional galley facility and/or food preparation arrangement equipped as a minimum with microwave, fridge, sink, fresh water supply, and appropriate at sea storage for cutlery, etc.

Vessel will be fitted with a table suitable for crew dining.

Fully compliant with Canada Shipping Act (CSA) requirements for vessel size and year round operation in the open waters of Strait of Georgia.

Valid and current TC Marine Safety inspection and certification of CSA compliance, with particular reference to damaged intact stability requirements, all regulated safety equipment. Supporting documentation to verify this compliance is in effect must accompany the bid.

Vessel to be fitted and equipped with sufficient mooring lines, fenders, boat hooks and other items necessary for vessel operations.

Vessel to be fitted with navigation and electronic instruments sufficient for operations in day/night and restricted visibility conditions. As a minimum, this will include compass, radar, marine VHF-DSC radio, depth sounder, colour chart plotter.

Contractor will be responsible to perform scheduled maintenance of engine and drive systems and other ship systems IAW manufacturer's maintenance schedules.

Contractor will be responsible to perform repair/replacement of any vessel defects arising from normal vessel operation, except those due to damage.

Vessel exterior will not have any visible identifying company names, advertising or graphics other than the official vessel name/numbers on the exterior.

Contractor will deliver the vessel to CFMETR, located at Nanoose Bay, BC, fully fuelled and ready for service. Contractor will provide a minimum of four hours for CFAV personnel to have the opportunity for familiarization with vessel systems, conduct sea trials, and verify the vessel is in an acceptable, ready-for-sea service condition.

Prior to entering service, the vessel will be fitted with Range specific radios and warning lights at the charterer's expense. The charterer will be responsible for the installation of glands and wiring races to ensure maintenance of water tight integrity of the vessel in compliance with applicable federal safety standards. At the end of contract these fittings and equipment will be removed at the charterer's expense to the contractor's satisfaction.

### A3. Quality requirements

The vessel must be compliant with the requirements of the Canada Shipping Act and applicable marine regulations as per Transport Canada Marine Safety requirements appropriate to the vessel size and year-round operation in the Strait of Georgia.

### Annex A-1 – Mandatory Technical Requirements Checklist

The Bidder must demonstrate that its proposed vessels meets each and every requirement by completing the tables below:

<b>Vessel #1 Name:</b>	<b>Please provide as much information as possible to meet the mandatory requirements. If certificates are required please provide same. Pictures and other documents are recommended. Vessel may be subject to inspection by Canada.</b>		
<b>Annex A Reference</b>	<b>Requirement</b>	<b>Vessel #1 Meets the Requirement Yes/No</b>	<b>Proof that vessel meets the requirement</b>
A.2.1	Vessel must be Transport Canada Marine Safety (TCMS) certified appropriate to the vessel size and operation in the Strait of Georgia and Jervis Inlet.		
2.2	Vessel must have: A minimum overall length of 29 feet		
2.3	Vessel must have been Commercially constructed within the last 10 years of aluminum for year round unlimited operation in Home Trade III waters.		
2.4	Vessel must have Twin diesel engines with appropriate drive system for maximum manoeuvrability. Machinery spaces will be fitted with approved fire suppression system, as well as appropriate alarm systems to detect/alert crew to high bilge level, high temperature/fire.		
2.5	Vessel must be capable of maintaining a minimum continuous cruise speed of 25 knots with a hull design suited to rough water conditions.		
2.6	Vessel must have a fuel capacity sufficient to permit a minimum of 20 hours operation at cruise speed.		
2.7	Vessel must be TC approved to carry at least 12 passengers plus 3 crew in a low noise, dry, and appropriately ventilated/heated cabin. As near to all-round visibility from helm station is required.		
2.8	Vessel must have in cabin seating for passengers, with suspension/shock absorbing seating for the		

	three crew.		
2.9	Vessel must have a fitted marine head in its own compartment.		
2.10	Vessel must be fitted with a functional galley facility and/or food preparation arrangement equipped as a minimum with microwave, fridge, sink, fresh water supply, and appropriate at sea storage for cutlery, etc.		
2.11	Vessel must be fitted with a table suitable for crew dining.		
2.12	Vessel must be Fully compliant with Canada Shipping Act (CSA) requirements for vessel size and year round operation in the open waters of Strait of Georgia.		
2.13	Vessel must have: Valid and current TC Marine Safety inspection and certification of CSA compliance, with particular reference to damaged intact stability requirements, all regulated safety equipment. Supporting documentation to verify this compliance is in effect must accompany the bid.		
2.14	Vessel must have to be fitted and equipped with sufficient mooring lines, fenders, boat hooks and other items necessary for vessel operations.		
2.15	Vessel must be fitted with navigation and electronic instruments sufficient for operations in day/night and restricted visibility conditions. As a minimum, this will include compass, radar, marine VHF-DSC radio, depth sounder, colour chart plotter.		
2.16	Contractor will be responsible to perform scheduled maintenance of engine and drive systems and other ship systems IAW manufacturer's maintenance schedules.		
2.17			



## ANNEX B – BASIS OF PAYMENT

### Note to Bidders:

Remark to Bidder: Annex B will form the Basis of Payment for the resulting contract and should not be filled in at the bid submission stage. Complete Annex E.

Pricing is in Canadian dollars, Applicable Taxes excluded, DDP destination, Canadian customs duties and excise taxes included.

### B1. Pricing Schedule

Item	Description	Firm Unit Price	Unit of Issue	Quantity	Extended Price
1	Vessel delivery to CFMETR		Lot	1	
2	Bareboat Chartering Service		Day	365 days	
3	Vessel pick-up from CFMETR		Lot	1	
Total Price (CAD\$)					

### B2. Optional Period April 1, 2022 to March 31, 2023

Item	Description	Firm Unit Price	Unit of Issue	Quantity	Extended Price
1	Vessel delivery to CFMETR	N/A	Lot	1	
2	Bareboat Chartering Service		Day	365 days	
3	Vessel pick-up from CFMETR		Lot	1	
Total Price (Cad\$)					

Customs duties are included and Applicable Taxes are extra.

## **ANNEX C - INSURANCE REQUIREMENTS**

### **C1. Commercial General Liability**

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$5,000,000 per accident or occurrence.
2. The Commercial General Liability policy must include the following:
  - a. Additional Named Insured: Canada is added as an additional named insured, but only with respect to liability arising out of the performance of the Contract.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - m. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:  
Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042, Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:  
Senior General Counsel,  
Civil Litigation Section,  
Department of Justice

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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.

## **C2 Marine Liability Insurance**

1. The Contractor must obtain Protection & Indemnity (P&I) insurance that must include excess collision liability and pollution liability. The insurance must be placed with a member of the International Group of Protection and Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the [Marine Liability Act](#), S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by Worker's Compensation as detailed in paragraph (2.) below.
2. The Contractor must obtain Worker's Compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the Territory or Province or state of nationality, domicile, employment, having jurisdiction over such employees. If the Contractor is assessed any additional levy, extra assessment or super-assessment by a Worker's Compensation Board, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.
3. The Protection and Indemnity insurance policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
  - b. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by 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 Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
  - d. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - e. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:  
Director Business Law Directorate,  
Quebec Regional Office (Ottawa),

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Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

## **ANNEX D**

### **ANNEX D VESSEL CUSTODY**

1. To facilitate the transfer of vessel custody, representatives of the Contractor and Canada must confirm the condition of the vessel by completing the "Assumption of Vessel Custody by Canada Certificate" found in Appendix 1 to Annex D for each vessel.

A vessel condition report must be appended to the completed "Assumption of Vessel Custody by Canada Certificate" and any damage must be documented with accompanying colour photographs or videos in digital format.

2. When the vessel is to be returned to the Contractor, representatives of the Contractor and Canada must confirm the condition of the vessel by completing the "Resumption of Vessel Custody by Contractor Certificate" found in Appendix 2 to Annex D for each vessel.

A vessel condition report must be appended to the completed "Assumption of Vessel Custody by Canada Certificate" to document any damage that occurred to the vessel since the assumption of vessel custody by Canada. Any such damage must be documented with accompanying colour photographs or videos in digital format.

3. A copy of all completed documentation and supporting information must be distributed by the Contractor to the Technical Authority and Contracting Authority within 24 hours of the signing of each certificate.

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**APPENDIX 1 TO ANNEX D**  
**Assumption of Vessel Custody by Canada Certificate**

Vessel Identifier: \_\_\_\_\_

The undersigned, on behalf of the Contractor and of the Department of National Defence, acknowledge to have handed over and to have received respectively, the Vessel identified above on April 1, 2021 at \_\_\_\_\_ for Contract W0103-218917.

It is mutually agreed by both parties that the vessel condition report shall be considered as an addendum to this agreement; and shall be a valid document in the taking over of the vessel by the Department of National Defence, even if the inspection occur after the signing of the agreement but within the agreed 24 hour period.

Signed at \_\_\_\_\_, British Columbia, Canada  
on the \_\_\_\_\_ day of April, 2021 at \_\_\_\_\_ hours.

For the Contractor:

\_\_\_\_\_  
Name of the Contractor

\_\_\_\_\_  
Name of the Contractor's Representative

Representative

\_\_\_\_\_  
Signature of the Contractor's

For Canada:

\_\_\_\_\_  
Name of the Department

\_\_\_\_\_  
Name of the Departmental Unit

\_\_\_\_\_  
Name of Canada's Representative

\_\_\_\_\_  
Signature of Canada's Representative

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**APPENDIX 2 TO ANNEX D**  
**Resumption of Vessel Custody by Contractor Certificate**

Vessel Identifier: \_\_\_\_\_

The undersigned, on behalf of the Department of National Defence and of the Contractor, acknowledge to have handed over and to have received respectively, the Vessel identified above on April \_\_\_\_\_, 2021 at \_\_\_\_\_ for Contract W0103-218917.

It is mutually agreed by both parties that the vessel condition report shall be considered as an addendum to this agreement; and shall be a valid document in the taking over of the vessel by the Department of National Defence, even if the inspection occur after the signing of the agreement but within the agreed 24 hour period.

Signed at \_\_\_\_\_, British Columbia, Canada  
on the \_\_\_\_\_ day of March, 2021 at \_\_\_\_\_ hours.

For the Contractor:

\_\_\_\_\_  
Name of the Contractor

\_\_\_\_\_  
Name of the Contractor's Representative

Representative

\_\_\_\_\_  
Signature of the Contractor's

For Canada:

\_\_\_\_\_  
Name of the Department

\_\_\_\_\_  
Name of the Departmental Unit

\_\_\_\_\_  
Name of Canada's Representative

\_\_\_\_\_  
Signature of Canada's Representative

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## ANNEX E – Financial Presentation Sheet

### B1. Price Evaluation

Item	Description	Firm Unit Price	Unit of Issue	Quantity	Extended Price
1	Vessel delivery to CFMETR		Lot	1	
2	Bareboat Chartering Service		Day	365 days	
3	Vessel pick-up from CFMETR		Lot	1	
Evaluation Price (CAD\$)					

### B2. Optional Period April 1, 2022 to March 31, 2023

Item	Description	Firm Unit Price	Unit of Issue	Quantity	Extended Price
1	Vessel delivery to CFMETR	N/A	Lot	1	
2	Bareboat Chartering Service		Day	365 days	
3	Vessel pick-up from CFMETR		Lot	1	
Evaluation Price (Cad\$)					

Customs duties are included and Applicable Taxes are extra.



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## **ANNEX F - INTEGRITY PROVISIONS – LIST OF DIRECTORS**

As per 5.2.1

## ANNEX G - BID SUBMISSION CHECK LIST

### G1.1 Mandatory Tender Deliverables Checklist

Notwithstanding deliverable requirements specified anywhere else within this bid solicitation and its associated Requirement (Annex A), mandatory deliverables that must be submitted with the Bidder's tender to be deemed responsive, are summarized below.

The following are mandatory and the Bidder's submission will be evaluated against the requirement as defined herein. The Bidder must be determined to be compliant on each item to be considered responsive.

No	Solicitation Part	Reference	Description	Document provided
1	Front page	Front page	Request for Proposal document part 1 page 1 completed and signed;	<input type="checkbox"/>
2	3	Article 3.1 Section I	Technical Bid Submission in response to Annex A.1 – Mandatory Technical Evaluation -	<input type="checkbox"/>
3	3	Article 3.1 Section II, & Annex E	Annex E – Financial Evaluation, completed	<input type="checkbox"/>

### E1.2 Supporting Deliverable Requirements

If the following information which supports the bid is not submitted with the Bid; it may be requested by the Contracting Authority, and it must be provided within 48 hours of the written request:

No	Solicitation Part	Reference	Description	Condition	Document provided
1	Part 6	6.9	Applicable Laws (if applicable)	48 hours of written request	<input type="checkbox"/>
2	6	Articles 6.5.3, Annex E	Contractor's Representatives, table completed	48 hours of written request	<input type="checkbox"/>
3	Annex F	3.1.5.2	Electronic Payment Instruments	48 hours of written request	<input type="checkbox"/>
4	Annex G	5.1.1	Integrity Provisions – List of Names, completed	48 hours of written request	<input type="checkbox"/>
5	Annex C	6.12	Proof of Insurance	10 days	

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