



**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 presentation  
d une soumission

NA  
British Columbia

**SOLICITATION AMENDMENT  
MODIFICATION DE L'INVITATION**

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

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

**Comments - Commentaires**

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

**Issuing Office - Bureau de distribution**  
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>Amendment No. - N° modif.</b> 001
<b>Client Reference No. - N° de référence du client</b> W0103-218917	<b>Date</b> 2021-03-02
<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>	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

## SOLICITATION QUESTIONS AND CANADA'S ANSWERS

**Q1:** Annex A-1, 2.3

Request for vessel constructed within the last 10 years. Will you accept a vessel that is up to 15 years old?

**Q2:** Annex A-1, 2.7

Request to carry at least 12 passengers plus 3 crew. SVCP only allows for 12 passengers plus master, for a total of 13 people on board, is this acceptable?

**Q3:** Annex A-1, 2.8

Request for suspension/shock absorbing seating. Is there a specific brand of shock absorbing seat that is required?

**Q4:** Section B1. Pricing Schedule, Item 2

**Bareboat Chartering Service**

There are no dates listed for the term, although on page 8, Term of Contract 6.4.1 it states that the work is to commence on March 15, 2021, and run through until March 31, 2022. This would amount to 382 days, not 365 days. Can you clarify the term of the contract, and the number of days required? Item 2 = 382 days. Option year will be 365 days.

**Q5:** How many hours per day (or week/month) do you anticipate the vessel to be operated? This will allow us to better estimate frequency and magnitude of required service of vessel, engines, and gears.

**Q6:** Can we complete service dockside at your facility, or does the vessel need to be moved from your facility to be serviced? This assumes that all service can be completed without putting the vessel on the hard.

1. Please confirm whether the bid should follow the format and requirements outlined in Annex G - Bid Submission Checklist OR Section 3.1 Bid Preparation Instructions. Both
2. Annex G - Bid Submission Checklist and Section 3.1.2 incorrectly reference Annex F as the Electronic Payment Instruments documentation. Please provide required Electronic Payment Instruments documentation to be completed. Done
3. The following items are referenced in the Request for Proposal but are not included in the Annex G - Bid Submission Checklist as either Mandatory Deliverables or Supporting Deliverables. Please confirm whether these items should be completed and included with the bid:
  - a. 2.3 Former Public Servant documentation Yes
  - b. 5.1.2.1 Canadian Content Certification Yes
  - c. 6.7.1 Basis of Payment - Ceiling Price
  - d.
4. Is bid scoring to be only based on price as long as you meet mandatory and other requirements?

Yes, there are no rated criteria.

ANNEX F

***ELECTRONIC PAYMENT INSTRUMENTS***

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

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International).

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		

Solicitation No. - N° de l'invitation  
W0103-218917/A  
Client Ref. No. - N° de réf. du client  
W0103-218917

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

Buyer ID - Id de l'acheteur  
xlV166  
CCC No./N° CCC - FMS No./N° VME

---

	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	382 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

---

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),

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.

**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

**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

**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.

Solicitation No. - N° de l'invitation  
W0103-218917/A  
Client Ref. No. - N° de réf. du client  
W0103-218917

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

Buyer ID - Id de l'acheteur  
xlV166  
CCC No./N° CCC - FMS No./N° VME

---

## **ANNEX F – Electronic Payments**

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	<u>Request for Proposal</u> document part 1 page 1 completed and signed;	<input type="checkbox"/>
2	3 & Annex A	Article 3.1 Section I	Technical Bid Submission in response to Annex A.1 – Mandatory Technical Evaluation -	<input type="checkbox"/>
3	3 & Annex E	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	Part 5	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	

Solicitation No. - N° de l'invitation  
W0103-218917/A  
Client Ref. No. - N° de réf. du client  
W0103-218917

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

Buyer ID - Id de l'acheteur  
xlV166  
CCC No./N° CCC - FMS No./N° VME

---

N° de l'invitation - Solicitation No.

W0103-218917/A

N° de réf. du client - Client Ref. No.

W0103-218917

N° de la modif - Amd. No.

File No. - N° du dossier

Id de l'acheteur - Buyer ID

xlv166

N° CCC / CCC No./ N° VME - FMS

---

The following clauses have translated to French in attached doc.

### 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.

## ANNEXE 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.

## ANNEXE E

### FEUILLE DE SOUMISSION FINANCIÈRE

#### Evaluation de prix

**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 this 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.

N° de l'invitation - Sollicitation No.

W0103-218917/A

N° de réf. du client - Client Ref. No.

W0103-218917

N° de la modif - Amd. No.

File No. - N° du dossier

Id de l'acheteur - Buyer ID

xlv166

N° CCC / CCC No./ N° VME - FMS

---