



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

| | |
|--|--|
| Title - Sujet West Coast Port Services | |
| Solicitation No. - N° de l'invitation W0103-228979/A | Date 2021-06-15 |
| Client Reference No. - N° de référence du client W0103-228979 | |
| GETS Reference No. - N° de référence de SEAG PW-\$XLV-211-8237 | |
| File No. - N° de dossier XLV-1-44029 (211) | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM Pacific Daylight Saving Time PDT on - le 2021-07-12 Heure Avancée du Pacifique HAP | |
| F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/> | |
| Address Enquiries to: - Adresser toutes questions à: Buchan, Torrey | Buyer Id - Id de l'acheteur xlv211 |
| Telephone No. - N° de téléphone (250) 216-2092 () | FAX No. - N° de FAX () - |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: National Defence Canada See herein | |

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 Canada - Pacific
Region
401 - 1230 Government Street
Victoria, B. C.
V8W 3X4

| | |
|--|--|
| Delivery Required - Livraison exigée See Herein – Voir ci-inclus | 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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Solicitation No. - N° de l'invitation
W0103-228979/A
Client Ref. No. - N° de réf. du client
W0103-228979

Amd. No. - N° de la modif.
File No. - N° du dossier
XLV-1-44029

Buyer ID - Id de l'acheteur
xl211
CCC No./N° CCC - FMS No./N° VME

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Insurance Requirements, the Task Authorization Form 626 and any other annexes.

1.2 Summary

The Department of National Defence requires the provision of logistics support services to HALIFAX, KINGSTON, VICTORIA, ORCA, HARRY DEWOLF, and miscellaneous classes of naval vessels and support staff assigned to Maritime Forces Pacific (MARPAAC), and on occasional basis, those vessels and associated deployed support staff assigned to Maritime Forces Atlantic (MARLANT) when deployed on the west coast of Canada. Services are to be provided on an "if and when requested" basis.

Zone 1 – Canada West Coast:

Ports on the Canadian West Coast of the Pacific Ocean and within all adjoining bodies of water.

Logistics support services include the coordination of provisioning goods and services, including, but not limited to: refuse coordination, sewage removal, waste oil and aggregate water removal, disposal of hazardous materials, fresh potable water, pilots, tugboats, line handlers and berthing services, cargo lighterage, crane services, brow/gangway services, forklift services, telephone service, internet service, provision of fenders, electrical and steam connections and services, and provision of containment booms.

The requirement is for an agreement from September 1, 2021 until August 31, 2023, with an irrevocable option to extend for up to one additional one-year option period.

The limitation of expenditure for this requirement will be \$ 1,200,000.00 (GST excluded) over the fixed work period, or \$ 1,800,000.00 (GST excluded) if the option period is exercised.

The requirement is subject to a preference for Canadian Services.

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.

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

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.

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:

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.RPRReceptiondessoumissions-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.

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.

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 Basis of Payment at Annex B.

3.1.2 Electronic Payment of Invoices – Bid

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

If Annex E 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 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 financial and technical 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

Refer to Annex H for the Technical Evaluation Criteria.

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.

4.2 Basis of Selection – Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 50 percent for each criteria and 70 percent overall for the technical evaluation criteria which are subject to point rating.
The rating is performed on a scale of 1300 points.

2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60 % for the technical merit and 40 % for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60 %.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40 %.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 1300 and the lowest evaluated price is \$45,000 (45).

| Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%) | | | | |
|---|------------------------------|-------------------------------|------------------------------|------------------------------|
| | | Bidder 1 | Bidder 2 | Bidder 3 |
| Overall Technical Score | | 1150/1300 | 890/1300 | 920/1300 |
| Bid Evaluated Price | | \$55,000.00 | \$50,000.00 | \$45,000.00 |
| Calculations | Technical Merit Score | $1150/1300 \times 60 = 53.08$ | $890/1300 \times 60 = 41.08$ | $920/1300 \times 60 = 42.46$ |
| | Pricing Score | $45/55 \times 40 = 32.73$ | $45/50 \times 40 = 36.00$ | $45/45 \times 40 = 40.00$ |
| Combined Rating | | 85.81 | 77.08 | 82.46 |
| Overall Rating | | 1st | 3rd | 2nd |

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 Integrity 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.

5.1.2 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

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 specified will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](#) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

Refer to **Annex G**.

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 website \(https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#\)](https://www.canada.ca/en/employment-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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed **Annex I**, titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

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 Statement of Work

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

6.1.1 Task Authorization

The Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

6.1.1.1 Task Authorization Process

1. The Technical Authority will provide the Contractor with a description of the task using the "Task Authorization Form 626 for DND clients.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis(bases) and methods of payment as specified in the Contract.

3. The Contractor must provide the Technical Authority, within 3 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Technical Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

6.1.1.2 Task Authorization Limit

The Technical Authority may authorize individual task authorizations up to a limit of \$ 100,000.00, Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Technical Authority and Contracting Authority before issuance.

6.1.1.3 Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause,
 - "Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and
 - "Minimum Contract Value" means \$ 10,000.00.
2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

6.1.1.4 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Contracting Authority.

The quarterly periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31; and
- 4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than *thirty (30)* calendar days after the end of the reporting period.

Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

For all authorized tasks:

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

6.2 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.

6.2.1 General Conditions

[2035](#) (2018-06-21), General Conditions - Higher Complexity – Services;
[2030](#) (2018-06-21), General Conditions – Higher Complexity – Services; and
[1031-2](#) (2012-07-16), Contract Cost Principles, apply to and form part of the Contract.

6.3 Security Requirements

There is no security requirement applicable to the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The Work is to be performed during the period of September 1, 2021 to August 31, 2023.

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:

Name: Torrey Buchan
Title: Supply Team Leader
Public Works and Government Services Canada
Acquisitions Branch
Address: Suite 401 – 1230 Government Street,
Victoria, BC
V8W 3X4

Telephone: 250-216-2092
E-mail address: Torrey.Buchan@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 will be provided at the time of contract award.

Name: _____
Title: _____
Organization: _____
Telephone: ____ - ____ - ____
E-mail: _____.

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

6.5.3 Contractor's Representative

| 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 – Firm Unit Prices – Task Authorizations

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid in accordance with the basis of payment in Annex B, as specified in the authorized TA. 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 authorized, in writing, by the Contracting Authority before their incorporation into the Work.

6.7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ 1,200,000.00. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.7.3 Multiple Payments

SACC Manual clause [H1001C](#) (2008-05-12), Multiple Payments

6.7.4 Electronic Payment of Invoices – Contract *(if applicable)*

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);

6.7.5 Time Verification

SACC Manual clause [C0711C](#) (2008-05-12), Time Verification

6.8 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:

TBD

Electronic invoice is to be sent for verification to:

PAC.MARINE@pwgsc-tpsgc.gc.ca Attention: Torrey Buchan

Please note the file number in the subject line of the email.

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.

6.9.2 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) the general conditions [2035](#) (2018-06-21), General Conditions - Higher Complexity – Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) Annex D, Task Authorization Form 626;
- (g) the signed Task Authorizations (including all of its annexes, if any);
- (h) the Contractor's bid dated _____.

6.12 Insurance 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.

Solicitation No. - N° de l'invitation
W0103-228979/A
Client Ref. No. - N° de réf. du client
W0103-228979

Amd. No. - N° de la modif.
File No. - N° du dossier
XLV-1-44029

Buyer ID - Id de l'acheteur
xl211
CCC No./N° CCC - FMS No./N° VME

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

SUMMARY

1. This statement of work defines the scope of work required to provide logistics support services to, HALIFAX, KINGSTON, VICTORIA, ORCA, HARRY DEWOLF, and miscellaneous classes of naval vessels and support staff assigned to Maritime Forces Pacific (MARPAAC), when deployed within the geographical areas described below. Services are to be provided on an “if and when requested” basis.
2. Specifications relating to most classes of vessel to be supported through this Contract are outlined in **Appendix A1**.
3. The Contractor is to provide logistics support services for the period of the Contract, and any optional period, through individuals identified as a Project Coordinator. Goods and services may be requested in various ports or locations throughout the specified geographical area.

II. TERMINOLOGY

| Term | Definition |
|------------------------|---|
| DND | Department of National Defence |
| DND Site Authority | DND Site Authority shall be: (1) vessel's Logistics Officer, (2) vessel's Departmental Coordinator, and/or (3) designated support staff, i.e. deployed support staff, Maritime Forces N4 staff, Canadian Fleet Headquarters contracting authorities. The DND Site Authority will be identified in the Task Authorization. The DND Site Authority may designate representatives to act on his/her behalf for certain tasks. |
| Contractor | The Contractor is the person or entity whose name appears on the signature page of the Contract and who offers to provide goods, services or both to Canada under the Contract and related task authorizations. |
| Project Coordinator | The Project Coordinator is the individual employed by the Contractor and identified in the Contract to act as a liaison between the DND Site Authority and the On-Site Representative. The Project Coordinator is responsible for ensuring goods/services are provided as requested in any resulting contract (call-up against the Contract) for the duration of the Contract. |
| On-Site Representative | The On-Site Representative is the individual engaged by the Project Coordinator to meet the vessel upon arrival in port and to ensure all requests for goods and services identified by the Project Authority are delivered and carried out to the satisfaction of the DND Site Authority. |
| Subcontractor | One who takes part of a contract from the principal or prime contractor and is the one who performs the service or provides the goods to the vessel and its support staff, regardless of the number of layers between the Contractor and the actual provider of requested goods and services. |
| Refuse | Refuse includes all recyclable plastics, metals and paper products, organic waste (compost) and garbage such as debris, rubbish and other similar waste material, and anything else delivered to the vessel, but not taken onboard due to spoilage, etc., even though such refuse was not on board the vessel when it arrived in port. Not included are explosives and incendiary waste, contaminated waste from medical and radiological processes, or hazardous material. |

| | |
|----------------------------------|---|
| Refuse Receptacles or Containers | Include cans, drums, bins, or similar receptacles that can be handled easily, and containers that are handled by mechanical truck-mounted hoists. |
|----------------------------------|---|

III. BACKGROUND

In support of Canada's role to contribute to international peace and security, in concert with national and international partners, the Canadian Armed Forces deploys forces to conduct a wide range of activities. Activities include training exercises, humanitarian assistance and disaster relief efforts/initiatives, peacekeeping and combat operations. This Contract covers logistics support services to Canadian Forces Naval entities and associated support staff when deployed away from home port to participate in such activities within the geographical area described below.

Purpose: The Canadian Navy requires support to provide a broad range of logistical support services on an "as and when requested" basis to deployed naval forces.

IV. GEOGRAPHICAL AREAS

1. Purpose

The Contractor's Project Coordinator, in conjunction with an On-Site Representative, must provide a broad range of Logistical Support Services and shall coordinate or purchase goods and services on behalf of deployed Royal Canadian Navy on an if and when required basis when deployed away from home port, categorized as:

The geographical area for this Contract is as follows:

(a) Zone 1 – Canada West Coast:

Ports on the Canadian West Coast of the Pacific Ocean and within all adjoining bodies of water, excluding all zones by the Deployed Logistic RFSO W0103-18LL02/001/VIC

A list of typical ports by area is attached at **Appendix A2**.

V. REQUIREMENT

1. The Contractor must provide logistics support services for the Period of the Contract through a Project Coordinator. The requirement is to provide goods and services, as identified in Part XII Specifications to support deployed naval vessels assigned to the Royal Canadian Navy and deployed support staffs within the specified geographical areas on an "if and when requested" basis twenty-four hours a day, seven days a week during the Period of the Contract. Goods and services may be requested in various ports throughout the specified geographical area(s).

2. When a deployment within a specified geographical area is identified, the Royal Canadian Navy will determine the support mechanism(s) to be utilized for logistics support. Support will normally be obtained through the use of host nation's support agreements or similar arrangements, use of a vessel's authority to contract directly for goods or services, use of this Contract, or any combination thereof.

3. When this Contract is utilized to support deployed ships or associated support staff within the specified geographical area, the Project Coordinator is the primary point of contact for logistics support and must be supported at each port visited by an On-Site Representative. The Project Coordinator is responsible for identifying DND Site Authority requirements to the On-Site Representative. The Project Coordinator may act as the On-Site Representative.

4. The Project Coordinator, On-Site Representative and all other personnel who deal directly with the DND Site Authority, the ship, and/or support staff must be fluent in English, i.e., they must speak and understand conversational English and be able to discuss technical aspects of naval vessel requirements and services.

5. The Contractor is responsible for the procurement and delivery of all goods and services as requested by the DND Site Authority. The Contractor is also responsible for the provision of all equipment and operators required for delivery and loading of provisions and materiel.

6. The Contractor shall be responsible for all work produced in relation to any of the call-ups and the Statement of Work, including completeness, accuracy and adherence to all relevant safety and environmental regulations, rules and good practices, including any physical and/or material security provisions in effect during the course of the raised call-up in the defined geographical area or in Canada, whichever is stricter and where possible.

7. All efforts must be made by the Contractor to comply with Canadian and local quality and standards, whichever is stricter, during the course of performing the Work; however, the DND Site Authority retains the right to accept a lesser standard.

8. The quality of all goods and services rendered must conform to the highest quality and standards in the relevant profession, trade, or field of endeavour. All services must be rendered by or supervised directly by individuals fully qualified and licensed in the relevant profession, trade, or field.

The Contractor is responsible for verifying and obtaining any necessary insurance, licenses and permits; and for complying with any applicable laws, codes, and regulations, in connection with the performance of the work. Upon request, proof of insurance, licenses and permits must be provided within 24 hours to the DND Site Authority. The Contractor must ensure that all local health and safety rules, regulations and/or legislations are strictly adhered to and is responsible for ensuring that proper safety and health precautions are taken to protect DND personnel and assets, workers, the public, and the property of others for any work initiated in support of DND.

VI. CONDITIONS

The Contractor is, under no circumstances, an agent of Canada. When issued a task authorization against the Contract, the Contractor is a contractor of Canada, NOT an agent of Canada.

VII. DND SITE AUTHORITY RESPONSIBILITIES

1. The DND Site Authority is responsible for issuing any task authorization against the Contract when this procurement instrument has been selected as a means to support a deployed ship and/or support staff. Unless instructed otherwise, the DND Site Authority is the primary DND contact point for the Project Coordinator or On-Site Representative. The DND Site Authority will be named on each Task Authorization.

2. The DND Site Authority is also responsible for accepting and issuing any amendments to the task authorization document, in accordance with the call-up procedures identified below.

3. Payment of invoices for goods and/or services supplied is the responsibility of the DND Site Authority and/or designated representative.

VIII. PROJECT COORDINATOR RESPONSIBILITIES

1. A Project Coordinator must be available 24 hours a day, seven days a week (24/7) for the Period of the Contract. Two Project Coordinators (the primary and a back-up) must be identified at all times to ensure a back-up process exists.

2. The Project Coordinator must coordinate all activities with the On-Site Representative. The Project Coordinator shall provide the name, address, contact telephone numbers and e-mail address of the On-Site Representative(s) to the DND Site Authority a minimum of 72 hours prior to the arrival of the ship or support staff in port. There is no additional charge to Canada under the per diem rate for the On-Site Representative.

3. The Project Coordinator is required to actively participate in the overall management of all activities related to the task authorizations and the Statement of Work and is directly responsible for the effective supervision and coordination of its personnel in order to minimize the effort required by DND to manage the requirement.

4. An important service requirement is to ensure a prompt exchange of information between the Project Coordinator/On-Site Representative and the DND Site Authority. In coordinating the needs of a naval vessel port visit, particularly when more than one vessel is visiting the same or multiple ports at the same time, the Project Coordinator/On-Site Representative can expect to encounter a very busy logistics environment. A great deal of information exchange between the Project Coordinator/On-Site Representative and each vessel will be necessary to cover details and modifications as conditions change.

The Project Coordinator/On-Site Representative must keep the DND Site Authority informed of all problems, delays in service, schedule changes, and conflicts in scheduling relating to the delivery of requested goods and services. For example, any delays in delivery of any good or service, schedule changes, or schedule conflicts from those originally requested by the DND Site Authority must be reported immediately to the DND Site Authority.

5. The Project Coordinator shall act as liaison to avoid duplication of services. Any disputes or discrepancies arising from goods and/or services provided must be resolved directly between the DND Site Authority and the On-Site Representative or the subcontractor(s) with the assistance of the Project Coordinator as deemed necessary by the DND Site Authority. Issues that cannot be resolved at these levels are to be referred DND MARPAC Procurement and Contracting Officer.

6. When the Contractor is requested to provide logistics support services, the Project Coordinator must be the single point of contact for all goods and/or services requested for the port visit. The Project Coordinator is responsible for the management and administration of all acquisitions initiated on behalf of DND against the Contract. The Project Coordinator is responsible for providing all of the equipment and operators required for the delivery and loading of provisions and materials onboard ship.

7. When required, the Project Coordinator must act as liaison and assist in coordinating the arrangement of goods and services provided by or to other commercial and military concerns (port authorities, local Navy). Involvement of the On-Site Representative is at the discretion of the Project Coordinator.

9 Invoices must be submitted to the DND Site Authority or their designated representative prior to the vessels departure from port. If invoices are not available prior to vessel departure they must be submitted to the DND Site Authority within 30 days of the vessels departure from port

IX. ON-SITE REPRESENTATIVE RESPONSIBILITIES

1. The On-Site Representative must be identified by the Project Coordinator to the DND Site Authority no less than 72 hours prior to the port visit and is responsible for assisting the Project Coordinator in the performance of the work identified within the terms of the Contract and resulting task authorizations. Operational considerations may require that this function be performed by one or more individuals at one or more locations at the same time within the same geographical area.

2. The On-Site Representative must:

(a) be physically located as determined by DND in order to carry out responsibilities, i.e., close proximity to ship / deployed support staff;

(b) be fluent in English; i.e., at a minimum the On-Site Representative must speak and understand conversational English and be able to discuss technical aspects of Naval vessel requirements and services available in port;

(c) be able to conduct business in a timely, efficient and effective manner in the Zone being supported; and

(d) act as the initial contact for DND Site Authority to resolve any problems, delays in service, schedule changes, conflicts in schedule and any other issues that may compromise the agreed to delivery and costs.

3. The On-Site Representative must meet the vessel(s) and any deployed support staff upon arrival at all ports where goods and/or services are requested under this Contract. The On-Site Representative must board each vessel upon arrival. For multiple Canadian naval vessel arrivals on the same day and in the same port, the On-Site Representative must board the vessels upon arrival or as soon as practical thereafter, but in any case within one hour after arrival of each vessel. The DND Site Authority may waive the above requirement for individual boarding by the On-Site Representative, and schedule a joint "Arrival Conference". This conference does not relieve the On-Site Representative from the initial boarding of any vessel not represented at the conference. The On-Site Representative must also be present at the vessel(s) for departure.

4. The On-Site Representative must provide the DND Site Authority, upon initial boarding, detailed information relating to local emergency services. Such information must include the location and telephone numbers for standard emergency services.

5. The On-Site Representative must, if requested by the DND Site Authority, upon initial boarding, be prepared to brief vessel personnel on available athletic and recreational facilities in the vicinity of the port in which the vessel is berthed. Such information must include the location, hours of operation, and cost of facilities including but not limited to soccer fields, basketball courts, swimming areas, and the availability of local teams for competitive athletics.

6. The On-Site Representative(s) must be available, either in person or by phone, 24 hours a day / 7 days a week (24/7), for the period that the vessel and any deployed support staff are in port or as otherwise identified by the DND Site Authority. The On-Site Representative shall visit the vessel or support staff daily on subsequent days unless the DND Site Authority advises otherwise. Such availability of the On-Site Representative is also to be provided to any deployed support staff.

7. The On-Site Representative must monitor the delivery of supplies and rendering of services to ensure performance is as requested by the DND Site Authority. The On-Site Representative must ensure that all requested requirements are in place at the required delivery point and time. The On-Site Representative must keep the DND Site Authority informed of the delivery status of goods and services. For example, any delays in delivery of any good or service, schedule changes, or schedule conflicts from those originally requested must be reported immediately to the DND Site Authority.

8. If applicable, should Canada experience any issues with the Contractor's subcontracted On-Site Representative(s) during a port visit, Canada is to notify the Contractor and the Contractor is to provide Canada with a solution to any issues to the satisfaction of Canada. If no resolution can be reached, the Contractor will provide another On-Site Representative for some or all of the work at no additional cost to Canada.

X. TASK AUTHORIZATION PROCESS

1. Initial Contact:

When possible, the DND Site Authority will contact the Project Coordinator no less than 120 hours (five days) prior to an anticipated port visit.

2. Form and Content of Pricing Request Form:

- (a) When a requirement is identified, the DND Site Authority will prepare a Pricing Request form (**Appendix A3**) and submit it to the Project Coordinator.
- (b) The Pricing Request Form must contain the following information, as applicable:
 - 1. The Pricing Request Form number;
 - 2. Description(s) and quantities of the requested deliverables on a line item by line item basis;
 - 3. The delivery and/or completion dates and times for each deliverable; and
 - 4. Any other constraints that might affect the Contractor's completion of the tasks.

3. Contractor's Response to the Pricing Request Form:

- (a) The Contractor must submit a response back to the DND Site Authority for each Pricing Request Form;
- (b) The Contractor must obtain and provide detailed pricing information, including multiple quotes where applicable, to the DND Site Authority in response to the Pricing Request Form;

Three (3) separate quotes must be attached to the Price Request Form response for each identified line item of goods and/or services where the line item value is expected to be greater than the equivalent of \$5,000.00 CAD. In the event that this is not possible (i.e. Urgent or emergency requirements or there are not 3 vendors of the requested goods or services available), all available quotes must be attached to the Pricing Request Form along with written explanation as to why three separate quotes were not provided.

The published port tariffs for goods/services provided by the local port and priced in that manner and the Daily Fee from the Basis of Payment must also be provided by the Contractor and attached to the Pricing Request Form.

(c) The Contractor must ensure that the pricing information provided for all requested goods and services is fair and reasonable, lowest cost and/or best value (substantiated by quotations with evaluations or price certifications, for example), and in accordance with Annex B (Basis of Payment).

(d) By submitting its response to the Pricing Request Form, the Contractor agrees to the Price Certification as stated on the Pricing Request Form.

(e) Within the time specified by the DND Site Authority and no later than 72 hours prior to port arrival, the Contractor must submit its Pricing Request Form response to the DND Site Authority with the proposed total price for the requested deliverables and a breakdown of that price for each line item, established in accordance with the Basis of Payment.

The Contractor will not be paid for preparing or providing its Pricing Request Form response or for providing other information required to prepare and issue or the Call-up. The Contractor must provide any information requested by Canada in relation to the Call-up within the time period specified by Canada.

4. Pricing Request form Response Review Process:

(a) The DND Site Authority will review the Contractor's Pricing Request Form response.

(b) Items that are not considered to be fair and reasonable are either to be removed or substituted based on agreement between the DND Site Authority and the Project Coordinator.

5. Task Authorization Issuance Authority:

(a) To be validly issued, the task authorization must not exceed the Task Authorization Limit as set out in the Contract.

(b) Any task authorization that does not bear the appropriate signature(s) is not validly issued by Canada. Any work performed by the Contractor without receiving a validly issued task authorization is done at the Contractor's own risk.

6. Task Authorization Issuance

Once the DND Site Authority is satisfied with the pricing in the Contractor's Pricing Request Form response, a Task Authorization using DND 626 Task Authorization form, will be issued by a DND Site Authority against the Contract to the Contractor, for the required goods and services. A copy of the finalized Pricing Request Form will accompany the task authorization as an attachment. Task authorizations will typically be issued in writing a minimum of 48 hours in advance, including weekends and/or non-business days, by email or facsimile to the Project Coordinator.

The table below sets out the steps to issuing a task authorization under the Contract.

| STEP ONE 120 hours prior to port arrival, usually 1 or more week(s) in advance | STEP TWO Not later than 72 hours prior to port arrival | STEP THREE Not later than 48 hours prior to port arrival | STEP FOUR Upon receipt of required goods/services |
|---|--|---|--|
| DND Site Authority submits Pricing Request Form to Project Coordinator. | Project Coordinator provides quotes, rates and pricing to DND Site Authority. Any pricing issues are to be resolved at this time, ie, removal or substitution of item. | DND Site Authority issues DND 626 Task Authorization form to Project Coordinator. | DND Site Authority or designated representative reviews commodities received against the DND 626, Task Authorization Contract. |

7. Amendments:

Requirements and delivery locations are subject to change. Scheduled port visits may be cancelled, redirected or amended on short notice. The Project Coordinator must remain flexible and maintain close contact with the DND Site Authority in order to successfully meet the requirements of the naval vessel/support staff.

Changes, such as adjustments in quantity, product substitutions or additional requirements, may be made by the DND Site Authority. Requested changes may be initiated by e-mail, telephone or fax submitted to the Contractor. The Project Coordinator is to provide pricing by e-mail/fax as soon as possible, but no later than 24 hours after receipt of such amendment requests. An amendment to the task authorization (DND 626, Task Authorization) is to be issued by the DND Site Authority when such amendments are initiated.

8. Cancellations:

DND reserves the right to cancel full or partial orders up to 48 hours prior to scheduled delivery in writing, by email or facsimile to the Project Coordinator, including weekends and/or non-business days, with no cost incurred by Canada. If such modifications/cancellations occur less than 48 hours prior to scheduled delivery, the DND Site Authority will authorize the Contractor's direct expenses, when supported by appropriate documentation (i.e., subcontractor invoices for re-stocking fees, etc).

9. Receipt of Goods / Services:

Required goods and services shall be delivered to the location and by the date and time specified in the Call-up and received by the DND Site Authority or their designated representative. Requested goods and services shall be provided prior to a naval vessel's arrival to any advance deployed support staff (typically identified as a Forward Logistics Site (FLS) team). When required to support a FLS two week's notification will normally be provided to the Project Coordinator.

XI. INVOICING INSTRUCTIONS

1. The DND Site Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

2. 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.

As applicable, each invoice must be supported by:

- (a) time sheets to support the time claimed;
- (b) release documents and any other documents as specified in the Contract; and
- (c) original invoices, receipts, vouchers for all direct expenses.

3. Invoices must be submitted to the DND Site Authority or their designated representative prior to the vessels departure from port. If invoices are not available prior to vessel departure they must be submitted to the DND Site Authority within 30 days of the vessels departure from port.

4. All invoices (including subcontractor invoices) must be uploaded to the port visit information website as soon as possible and no later than 30 calendar days after departing the port.

5. Subcontractor invoices which lack the identification of the currency used for pricing will be deemed to be utilizing the official currency of the port's nation.

6. Profit generated by the Contractor must only come from the firm daily rates identified in Annex B.

7. Any and all money received (in the form of overcharges, commissions, rebates, volume discounts, etc.) by the Contractor from any source other than Canada in relation to the goods and services provided under this Contract and its subsequent call-ups must be disclosed and returned to Canada with ten calendar days.

8. Invoices are to reflect the currency exchange rates for the day the goods and services were received based on the Bank of Canada Daily Currency Converter's posted exchange rate. If a local currency is not listed on the Bank of Canada Daily Currency Converter, the US Government's exchange tool is to be used.

XII. SPECIFICATIONS

1 In addition to providing logistics support services, the Contractor will be required to provide the following goods and services (and possibly others) if and when requested by the DND Site Authority:

a. Refuse Coordination

- (1) The Contractor must furnish all labour, tools, materials, equipment and supervision necessary for the performance of all operations incidental to the collection and disposal of refuse, including liquid, semi-liquid, or solid garbage generated by vessels or deployed support staff when requested.
- (2) The Contractor must comply with all laws, ordinances, statutes and regulations pertaining to the collection, transportation, and disposal of refuse and must obtain such permits, licenses or other authorizations as may be required.
- (3) For vessels pier side, unless prohibited by port regulations, the Contractor must furnish dedicated refuse containers/barges near the naval vessel (within 25 meters) or alongside the vessel. If port regulations prohibit this proximity, the containers/barges must be placed as close as permitted. The emptying of containers/barges must be organized by the Contractor with sufficient frequency to allow garbage disposal by the naval vessel whenever required.
- (4) Insofar as practicable, naval vessel crews shall separate refuse into recyclable plastics, metals, and paper products, organic waste (compost) and garbage categories. Any separation desired by the Contractor over and above this must be arranged by the Contractor at no additional cost or time lost to Canada.
- (5) All refuse from naval vessels in plastic bags or cardboard boxes must be collected as requested. Pickup of all other loose refuse, such as cardboard boxes, cartons, bundled and tied newspapers and magazines, and packing containers, pallets, etc., which are placed adjacent to the refuse must be arranged by the Contractor. Cleanup of any spillage of refuse in the course of the handling operation must be arranged immediately by the Contractor. Refuse containers must be returned to their original position with the lids replaced thereon when emptied. All refuse collected must be hauled in barges or suitable vehicles and disposed of as outlined below.
- (6) Barge Crews:
 - (a) The crews of the refuse disposal barges utilized by the Contractor must have in their possession the necessary security clearance from the appropriate port authorities. The crew members must not engage in any business activity other than refuse removal during performance of refuse removal services. The barge crew must be entirely responsible for the tending of lines and for barge security. The movement of refuse from the vessel to the barge must be performed with care by the naval vessel's sailors and in a manner ensuring the safety of the Contractor's crews and barges. Any instances of unsafe practices must be brought to the attention of the DND Site Authority immediately in order to ensure that corrective and preventive action is taken.
 - (b) If a refuse barge must be removed because of bad weather conditions, the Contractor will be paid for the specific collection, or, in the case of a dedicated barge, for the balance of the day. Should bad weather occur, the DND Site Authority will contact the Contractor to direct that the barge be removed as a potential hazard to navigation.
 - (c) Should a naval vessel with a dedicated barge alongside experience an emergency wherein the vessel must depart, the DND Site Authority will advise the Contractor at least four hours in advance for barge removal at no additional cost to the Crown.

b. Collection, Holding and Transfer (CHT) / Sewage Removal

(1) The Contractor must provide sewage removal services, when requested. These sewage removal services involve the collection, holding and transfer of bacteriological/chemical liquids generated. This liquid waste must be pumped from the naval vessel into a barge/truck as arranged by the Contractor, and will include all wastewater generated by the vessel (i.e. grey water and black water). Most naval vessels can pump to a standard tanker truck, but some cannot. The DND Site Authority will identify if a vacuum truck is required.

(2) The Contractor must arrange for the disposal of this liquid waste as required by local and national laws and regulations at authorized locations.

(3) All equipment used for sewage removal must be in mechanically sound condition and meet all safety standards as required by all local laws and regulations. Hoses and connections for sewage removal supplied through the Contractor must be compatible with Canadian naval vessels' requirements.

(4) Unless otherwise arranged with the DND Site Authority, the Contractor must:

(a) provide numbers of barges/trucks with sufficient capacity to assure that the CHT tanks are emptied prior to reaching 90% of capacity; and

(b) that service begins within one hour of the naval vessel's arrival and until to one hour before the vessel's departure.

(5) Cost must include all operating expenses including, tugs, barges, tanks, fuel, discharge cost, insurance, drivers, crew members, all costs related to service performed in overtime, at night, Saturdays, Sundays, and holidays.

(6) The Contractor must be able to fully service no less than four vessels on a daily basis at anchorage and/or pier side as appropriate.

(7) The Contractor must provide an accurate flow meter/depth chart to document the amount of CHT removed from the vessel. The CHT removal figures must be certified by the DND Site Authority prior to payment for services rendered.

c. Waste Oil and Aggregate Water Removal

(1) The Contractor must provide waste oil services, when requested. The waste oil services involve the collection of oil and aggregate water generated by naval vessels, as identified by the DND Site Authority. The waste oil must be pumped by the naval vessel into tanks arranged through the Contractor. The Contractor must arrange for disposal of this liquid waste as required by local and national laws and regulations.

(2) The Contractor must provide an accurate flow meter/depth chart to document the amount of waste oil removed from the vessel. The waste oil removal figures must be certified by the DND Site Authority prior to payment for services rendered.

d. Disposal of Hazardous Materials

(1) The Contractor must provide hazardous waste disposal services when requested. The hazardous waste services involve the collection and disposal of hazardous wastes generated

by naval vessels, as identified by the DND Site Authority. The Contractor must furnish all labour, tools, materials, equipment and supervision necessary for the performance of all operations incidental to the collection and disposal of hazardous materiel. The Contractor must arrange for the removal and disposal of hazardous waste as required by local and national laws and regulations.

(2) All equipment used for hazardous waste removal must be mechanically sound and meet all safety standards as required by all local and national laws and regulations. The price offered must include the costs for drivers or operators (and any helpers or other crew members, as required), overtime charges, all insurance, fuel, customs clearance, and other operating costs.

(3) The hazardous waste removal figures must be certified by the DND Site Authority prior to payment for services rendered.

e. Fresh Potable Water

(1) The Contractor must supply fresh potable water when requested. Potable Water is defined as water that is drinkable and usable for culinary purposes, as a result of being free of pathogenic organisms or their indicators, toxic substances, objectionable taste, odour, and colour, and other undesirable physical, chemical, and biological characteristics.

(2) The Contractor may be requested to have water testing completed for comparison purposes with the Canadian Drinking Water Guidelines as published by Health Canada so that the determination can be made by the DND Site Authority or their delegated representative regarding alternate means for the provision of potable water.

(3) The Canadian Drinking Water Guidelines are available at <http://www.hc-sc.gc.ca/ewh-semt/water-eau/drink-potab/guide/index-eng.php>

(4) The Contractor must provide an accurate flow meter/depth chart to the DND Site Authority to document the amount of potable water taken on by the vessel if applicable. The quantities must be certified by the DND Site Authority prior to payment for services rendered.

f. Pilots, Tugboats, Line Handlers and Berthing Services

(1) The Contractor must provide pilots, tugboats, line handler, and berthing services, when requested. The Contractor must liaise with Port Authorities as necessary to ensure that the services are available as required and at the times requested.

(2) Berthing information to include allocations of berthing assignments and charts, and sounding and tidal ranges relating to the assigned berth.

(3) The Contractor must notify the DND Site Authority one day in advance of the time the pilot and tugs are scheduled to arrive to assist with vessel departure. Tug Operators will be required to attend a pre- brief prior to commencement of tug operations, which will be organized in the individual call- up instructions.

g. Cargo Lighterage

(1) The Contractor must arrange cargo lighterage services, when requested. Requirements for lighterage may cover a wide variety of uses such as but not limited to movement of aircraft engines, motor vehicles, and general cargo. The Contractor must verify

that the correct size and type of craft is used for the purpose intended. Services are calculated from the time the barge departs from the pier to the time of re-berthing.

(2) Vessel's tackle may be used with the permission of the DND Site Authority, for loading or off-loading the cargo. However, the Contractor must arrange for adequate personnel on board the boat or barge to fully assist with slings, hoists, lines, and handling of cargo. The incidental handling of cargo in conjunction with loading or off-loading between the vessel and barge must not be separately charged. Charges for lighterage services will be assessed per hour, rounded up to the nearest hour. All invoices for lighterage services will state the actual time period conveyance was utilized. The Contractor, for invoicing purposes, may round up to the nearest hour. Prices must include all ancillary charges.

(3) Unless otherwise directed, the Contractor must arrange for the lighter of fresh provisions and perishables on a preferential basis. Once an order for the lighterage of fresh provisions has been placed, the Contractor must ensure that the perishables reach the vessel with a minimum of delay. Should perishable provisions fail to be delivered within sufficient time to assure their preservation as the result of negligence on the part of the Contractor, the Contractor must be liable and chargeable for the shipment damage.

(4) All equipment including boats, barges and lighters used in the lighterage operation must be maintained in an orderly and sanitary condition, free of debris and/or food substances, and must be washed down regularly with fresh water. No dogs or other animals are to be permitted aboard the cargo lighters. The boats and barges utilized by the Contractor for the performance of lighterage services must not be utilized for any other purpose that might serve to contaminate foods carried thereon. The Contractor must under no circumstances hire boats/barges and equipment for lighterage that has been used or is also used for the purposes of refuse or sewage removal.

(5) Canada reserves the right to perform pier side inspection of lighters for security or other reasons, whenever such inspection is considered necessary.

h. Crane Services

(1) The Contractor must provide cranes with operators, when requested. Requirements for cranes may cover a wide variety of uses such as, but not limited to, movement of aircraft engines, motor vehicles, and general cargo. The Contractor must verify that the correct size and type of crane is used for purpose intended. Service charges are calculated from the time the crane commences.

(2) Charges for crane services will be assessed by the hour, rounded up to the nearest hour. All invoices for crane services will state the actual time period conveyance was utilized. The Contractor, for invoicing purposes, may roundup to the nearest hour. Prices must include all ancillary charges.

(3) Unless otherwise directed, the Contractor must arrange for the on-loading of fresh provisions and perishables on a preferential basis. Once an order for the loading of fresh provisions has been placed, the Contractor must ensure that the perishables reach the vessel with a minimum of delay. Should perishable provisions fail to be delivered within sufficient time to assure their preservation as the result of negligence on the part of the Contractor, the Contractor shall be liable and chargeable for the shipment damage.

i. Brows (Gangways)

Canadian naval vessels, with the exception of submarines, carry brows. However, the use of their own brow is dependent upon the type of mooring obtained and other vessel considerations. The Contractor must provide brows (various sizes and categories), if required by the vessel. Prices offered must include all setup and removal charges.

j. Forklift Services

When requested, the Contractor must provide forklifts (with qualified and experienced drivers) and other incidental material handling equipment (i.e., nylon slings/chokers with hardware sufficient to lift up to forklift capacity) able to operate on the pier to load and unload cargo from/to trucks, or from/to the vessel when required.

k. Telephone Service

(1) Landlines. When requested, landlines must be made available for official, local and international use, whether installed on a permanent or temporary basis. Installation charge must be inclusive of all costs for installation and removal of landlines. Usage charge must be the actual charges computed in accordance with the local or national tariff.

(2) Cellular Phones. When requested, the Contractor must provide activated and functional cellular telephones of the handheld type that are new (less than two years old), mechanically sound and in full compliance with local or national telephone regulations upon arrival. The exact number of telephones to be provided at that time must be addressed in the Call-up. The phones must be delivered fully charged with battery charger (110V, 60hz), a transformer (110 to 220V), a spare charged battery, an adapter that permits use of the charger in the vessel's electrical outlets, and usage instructions written in the English language.

(3) Vessels requesting these services must pay the Contractor the daily rental price. The daily rental charge must be inclusive of all costs for installation and removal. Phone usage unit charge must be based on phone meter reading or billing statement from the local or national phone company. Long distance plans must be made available for both landlines and cellular phones, and where possible, long distance texting plans for cellular phones, and the details identified to the DND Site Authority upon arrival in port at the latest.

(4) Telephone bills received after the departure of the vessel must be forwarded to the applicable invoicing address for payment purposes.

(5) Reimbursement for telephone usage charges must be the actual costs charged by the phone company.

l. Internet

Where available when requested, the Contractor must provide Internet access by providing a secure and protected Wifi connection. Internet usage charge must be based on the billing statement from the Internet Service Provider.

m. Fenders

The Contractor must furnish fenders or camels in sizes as ordered by the DND Site Authority. The camels must be flat surface barges for position at the stern or side of the vessel to be placed alongside the pier for use in breasting the vessel away from the pier. Fenders must be of the commercial cylinder type (Yokohama Fenders), made of hard rubber, free of cracks and cuts. Specific fender requirements for

each submarine include two catamarans 3.3 metres wide by 12 metres long by four metres deep. Catamaran sides touching the submarine's hull are protected by "D" shaped rubbers of 0.3 metre sections placed no more than 1.2 metres apart extending the length of the catamaran. Alternate means of provision of fenders includes using a barge, minimum five metres wide with deep enough draft that the submarine pressure hull is in contact with the fenders and not the casing.

n. Electrical and Steam Connections and Service

Electrical and steam connections and service must be provided by the Contractor when requested by the DND Site Authority. When requested, Canadian naval vessels require steam for generating domestic heat and hot water production only. Shore power connections will be as specified in the Call-up.

o. Containment Booms

Fuel containment/anti-pollution booms are to be utilized by Canadian naval vessels when available. The Contractor must advise the DND Site Authority on the availability of booms. Booms must be removed one hour prior to a ship's scheduled departure.

Appendices to Annex A

Appendix A1 Vessel Classes

Appendix A2 Typical Port Visits

Appendix A3 Pricing Request Form Sample

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Appendix A1
VESSEL CLASSES

| Class of Vessel | Draft (m) | Length (m) | Beam (m) | Displacement (tonnes) | Crew |
|-----------------|-----------|------------|----------|-----------------------|------|
| 1 - HALIFAX | 7.5 | 134.1 | 16.4 | 4,770 | 225 |
| 2 - VICTORIA | 7.6 | 70.25 | 7.60 | 2,241 | 59 |
| 3 - KINGSTON | 3.4 | 55.3 | 11.3 | 970 | 47 |
| 4 - ORCA | 2.0 | 33 | 8.34 | 210 | 20 |
| 5- HARRY DEWOLF | 6.2 | 103 | 19 | 6,615 | 65 |

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Appendix A2

Typical Port Visits Zone 1 – Canada West Coast

(a) Zone 1 – Canada West Coast:

The Canadian West Coast port on the Pacific Ocean and within all adjoining bodies of water.

Port list :

- (i) North Vancouver, British Columbia
- (ii) Vancouver Harbour, Vancouver, British Columbia
- (iii) Nanaimo Harbour, Nanaimo, British Columbia
- (iv) Ogden Point/ Breakwater District, Victoria, British Columbia
- (v) Prince Rupert, British Columbia
- (vi) Powell River, British Columbia

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Appendix A3

Sample Pricing Request Form

PRICING REQUEST FORM

DRAFT / FINAL (identify one)

Date:

Vessel:
Task Authorization Number
DND Site Authority:
DND Site Authority Contact Info:

Contractor:
Project Coordinator:
On-Site Representative:
On-Site Representative Contact Info:

Request #:
Revision #:

| Item # | Item Description | U of I | Quantity | Unit Price CAD | Extended Price CAD | Required Delivery Date (yyyy-mm-dd) | Required Delivery Time (local time) | Delivery Location | Offeror's Recommended Sub-Contractor (Name, Address, Phone #, E-mail) |
|--------|--------------------------|--------|----------|--------------------|--------------------|-------------------------------------|-------------------------------------|-------------------|---|
| 1 | First Day of Port | ea | 1 | | | | | | |
| 2 | Final Day in Port | ea | 1 | | | | | | |
| 3 | Pilot Services Arrival | ea | 1 | | | | | | |
| 4 | Pilot Services Departure | ea | 1 | | | | | | |
| 5 | | | | | | | | | |
| | | | | Total Price | \$0.00 | Total CAD | | | |

Work on the items may not commence prior to the receipt of a signed Call-up form for these items.

Price Certification:

Except for the Firm Daily Rates - Logistics Support Services, the Offeror certifies that the prices proposed above:

- a. are not in excess of the lowest price charged anyone else, including the Offeror's most favoured customer, for the like quality and quantity, time, place and method of delivery of the goods and services;
- b. do not include an element of profit on the sale; and
- c. do not include any provisions for discounts to selling agents.

ANNEX B

BASIS OF PAYMENT

1. Firm Daily Rates – Logistics Support Services

(a) The Contractor will be paid firm all-inclusive daily rates as specified in section 3 (Pricing Schedule), for work performed in accordance with the Contract.

The daily rates constitute total consideration for performance of logistics support services performed in accordance with the Contract and resulting contracts. The daily rate includes the furnishing of all necessary or proper inputs for the completion of the work, except as may be otherwise expressly described within the Contract. The daily rates include but are not limited to the services of the Project Coordinator(s), On-Site Representative(s), any additional support staff, and all local port / vessel / husbanding agent services fees, labour, subcontractor fees, subcontractor overtime fees, customs duties, foreign taxes, overhead, fringe benefits, direct and indirect costs, office expenses, financing costs, contingencies, photocopying, postal / courier charges, telephone / facsimile charges, Internet / e-mail charges, general administration fees, travel, accommodations, living expenses, profit, etc. Applicable Canadian taxes are extra.

The daily rates must be expressed in the currency indicated.

- (b) The Contractor will be paid the "Subsequent Day in Port" Daily Rate as specified in Annex C (Pricing Schedule), for work performed in accordance with the Contract to support advance or post deployed support staff.
- (c) Profit generated by the Contractor must only come from the firm all-inclusive daily rates for logistics support services.

2. No Fees – Goods and Services (refer to Annex A – Section XII. Specifications)

- (a) The Contractor will be reimbursed for the goods and services (other than logistics support services covered in Article 1 above – i.e. Annex A – Section XII. Specifications) specified in the authorized Contract at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers.
- (b) Canada's liability to the Contractor under the authorized Contract must not exceed the limitation of expenditure specified in the authorized Contract.
- (c) No increase in the liability of Canada or in the price of the Work specified in the authorized Contract resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the DND Site Authority before their incorporation into the Work.
- (d) The Contractor must not charge prices for any services in excess of published Port Tariff Rates or other publicly established prices (e.g. telephone service, pilots, tugs, etc.).
- (e) Prices for all services must be inclusive of all necessary equipment, labour, licensed operators, all liability insurance as required by local law, holiday and overtime costs, customs clearances, fuel and operating expenses, and any applicable taxes per international agreement.
- (f) Any and all money received (in the form of returns, overcharges, commissions, rebates, volume discounts, etc.) by the Contractor from any source other than Canada in relation to the goods and services arranged and/or provided by the Contractor under this Contract and its subsequent Contract must be disclosed and returned to Canada within 10 calendar days.
- (g) Profit generated by the Contractor must only come from the firm all-inclusive daily rates for Logistics support services covered in Article 1 above.

3. Pricing Schedule

A typical port visit is four days in total. This includes the day of arrival, two full days in port, and the day of departure. In the event of a single day port visit, the Contractor will be paid the daily rate for the First Day in Port only.

The following are the firm, all-inclusive daily rates for Logistics Support Services in the Zone:

| | | Contract Period Year 1 September 1 2021 – August 31 2022 | Contract Period Year 2 September 1 2022 – August 31 2023 | Option Period Year 3 (if exercised) September 1 2023 – August 31 2024 |
|--|--------------------------------------|---|---|--|
| First Vessel | First Day in Port | \$ _____ CAD | \$ _____ CAD | \$ _____ CAD |
| | Subsequent Day(s) in Port | \$ _____ CAD | \$ _____ CAD | \$ _____ CAD |
| | Final Day in Port | \$ _____ CAD | \$ _____ CAD | \$ _____ CAD |
| Each Additional Vessel | First Day in Port | \$ _____ CAD | \$ _____ CAD | \$ _____ CAD |
| | Subsequent Day(s) in Port | \$ _____ CAD | \$ _____ CAD | \$ _____ CAD |
| | Final Day in Port | \$ _____ CAD | \$ _____ CAD | \$ _____ CAD |
| Sub-totals | | \$ _____ CAD | \$ _____ CAD | \$ _____ CAD |
| [Aggregate Total for all columns] Total \$ CAD for evaluation purposes | | | | \$ _____ CAD |

GST is extra.

ANNEX C

INSURANCE REQUIREMENTS

C.1 Commercial General Liability Insurance

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 \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability 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 should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - 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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - 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. **(if applicable)**
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles. **(if applicable)**
 - n. 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.
 - o. **For the province of Quebec, send to:**

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*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.

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ANNEX D

TASK AUTHORIZATION FORM DND 626

To obtain a copy of the form, contact the contracting authority.

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ANNEX E

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);
- Electronic Data Interchange (EDI);

ANNEX F

INTEGRITY VERIFICATION FORM

List of names for integrity verification form

Requirements

Section 17 of the [Ineligibility and Suspension Policy](#) (the Policy) requires suppliers, regardless of their status under the Policy, to submit a list of names with their bid or offer. The required list differs depending on the bidder or offeror's organizational structure:

- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- Privately owned corporations must provide a list of the owners' names.
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners.
- Suppliers that are a partnership do not need to provide a list of names.

Suppliers may use this form to provide the required list of names with their bid or offer submission. Failure to submit this information with a bid or offer, where required, will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement. Please refer to [Information Bulletin: Required information to submit a bid or offer](#) for additional details.

Supplier Information

| |
|---|
| Supplier's Legal Name: |
| Organizational Structure: <input type="checkbox"/> Corporate entity <input type="checkbox"/> Privately owned corporation <input type="checkbox"/> Sole proprietor |
| Supplier's Address |
| Supplier's Procurement Business Number (optional): |
| Solicitation or Transaction Number: |
| Date of bid, offer submission or closing date of Invitation to Offer (yyyy-mm-dd): |

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List of Names

| Name | Title |
|------|-------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |

Declaration

I, (name) _____, (position) _____, of (supplier's name) _____
declare that the information provided in this Form is, to the best of my knowledge and belief, true, accurate
and complete. I am aware that failing to provide the list of names will render a bid or offer non-responsive, or
I will be otherwise disqualified for award of a contract or real property agreement. I am aware that during the
bid or offer evaluation stage, I must, within 10 working days, inform the contracting authority in writing of any
changes affecting the list of names submitted. I am also aware that after contract award I must inform the
Registrar of Ineligibility and Suspension within 10 working days of any changes to the list of names
submitted.

Signature

Please include with your bid or offer.

ANNEX G

TENDER DELIVERABLES

G1.1 Mandatory Tender Deliverables Checklist

Notwithstanding deliverable requirements specified anywhere else within this bid solicitation and its associated Statement of Work (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. Bidders should include all substantiating information required to substantiate Annex E with their Technical Bid Submission.

| No | Solicitation Part | Reference | Description | Document provided |
|----|-------------------|---------------------------------|--|--------------------------|
| 1 | Part 3 | Article 3.1 Section I | Technical Bid, Including supporting documentation addressing the technical evaluation criteria at Annex H | <input type="checkbox"/> |
| 2 | Part 3 | Article 3.1 Section II, Annex B | Basis of Payment, completed | <input type="checkbox"/> |
| 3 | Part 5 | Section 5.1.2.1 | Canadian Content Certification (if applicable) <u>Failure to provide this certification completed with the bid will result in the services offered being treated as non-Canadian services.</u> | <input type="checkbox"/> |

G1.2 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 | Front page | Front page | Invitation to Tender document part 1 page 1 completed and signed; | 48 hours of written request | <input type="checkbox"/> |
| 2 | Part 2 | Article 2.3 | Former Public Servant, section completed | 48 hours of written request | <input type="checkbox"/> |
| 3 | Part 6 | Article 6.10 | Applicable Laws (if applicable) | 48 hours of written request | <input type="checkbox"/> |
| 4 | Part 6 Annex H | Articles 6.5.3, Article H1.3 | Contractor's Representatives, table Completed | 48 hours of written request | <input type="checkbox"/> |
| 5 | Part 3 Annex E | Article 3.1.2, Annex E | Electronic Payment Instruments, completed | 48 hours of written request | <input type="checkbox"/> |
| 6 | Part 5 Annex F | Article 5.2.1, Annex F | Integrity Provisions – List of Names, completed | 48 hours of written request | <input type="checkbox"/> |
| 7 | Part 5 Annex C | Article 5.2.3 | Letter of Insurance, <u>or</u> Certificate of Insurance | 48 hours of written request | <input type="checkbox"/> |
| 8 | Part 5, & Annex I | Article 5.2.2, Annex I | Federal Contractor Program for Employment Equity – Annex Completed | 48 hours of written request | <input type="checkbox"/> |

Solicitation No. - N° de l'invitation
W0103-228979/A
Client Ref. No. - N° de réf. du client
W0103-228979

Amd. No. - N° de la modif.
File No. - N° du dossier
XLV-1-44029

Buyer ID - Id de l'acheteur
xlv211
CCC No./N° CCC - FMS No./N° VME

G1.3 Contractor's Representatives

The bidder is to complete table below and submit with their bid.

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

ANNEX H

TECHNICAL EVALUATION CRITERIA

Mandatory Criteria

The Bidder's technical proposal will be evaluated in accordance with the following criteria as detailed herein. The proposal must first meet the mandatory requirements of the Request for Proposals. Responses will be evaluated and given a "Pass or Fail" rating. No points will be awarded for compliance with the mandatory requirements.

It is the responsibility of each Bidder to ensure that all mandatory requirements are fully met, explained and verified or substantiated as appropriate. Failure to meet any mandatory requirement will deem the Proposal non-responsive and it will be given no further consideration.

Only those Proposals which receive a "pass" to each mandatory criteria M1, M2 and M3, will move to the next phase of the evaluation process. Please include a cross reference page number as to where in your bid the information can be found.

| | | Cross Reference |
|----|---|-----------------|
| M1 | <p>The Bidder's firm must have a minimum of 36 months experience within the last 7 years (as of the Solicitation closing date) in the provisioning of logistics support services through a Project Coordinator to naval vessels of similar size and scope (as per Annex A) at multiple ports, including Naval Bases, within the specified geographical area being proposed. This experience must include providing:</p> <ul style="list-style-type: none"> • Port services; • Administrative management of port service (invoicing, etc); • Sourcing of goods and services; and • Delivery of goods and services. | |
| M2 | <p>The Bidder must demonstrate that each individual acting as Project Coordinator possesses a minimum of sixty (60) months of experience within the last 7 years (as of the Solicitation closing date) in the provisioning of project coordinator services (as per Annex A) to naval vessels of similar size and scope within the specified geographical area being proposed. This experience must include providing:</p> <ul style="list-style-type: none"> • Port services; • Administrative management of port service (invoicing, etc); • Sourcing of goods and services; and • Delivery of goods and services. | |
| M3 | <p>Proof in the form of a letter from a financial institution to verify that the Bidder has access to sufficient financial resources to finance \$250,000.00 CAD for a thirty-day period. The letter must be on letterhead of the financial institution and dated within 45 calendar days prior to the Solicitation closing date. The Bidder is required to finance Contract requirements until such payment is made in accordance with the terms and conditions of the Contract.</p> | |

Point Rated Evaluation Criteria

Compliant proposals that meet the mandatory requirements above will be evaluated further using the point rated evaluation criteria below. The Evaluation Committee will conduct a thorough evaluation of all aspects of each proposal. A structured evaluation approach will be used and all proposals will be evaluated against pre-determined criteria.

Proposals will be evaluated and scored based exclusively on the merits of the Bidder's written response in accordance with the stated evaluation criteria. Only the Bidder's written response to the point-rated criteria, R1 to R9 inclusive will be evaluated. Listing experience without providing any supporting data to describe when, where and how such experience was obtained will not be considered "demonstrated" for the purpose of the evaluation.

To be considered "responsive", Proposals must achieve a minimum pass mark of 50% in each of the categories, (R1 to R9), and 70% overall. Proposals that do not meet the minimum pass marks in each category will be considered "non-responsive". Only bids that meet all minimum pass marks for the rated criteria will be considered responsive.

In responding, Bidders should address point rated requirements by:

- indicating what the Bidder plans to do or provide so as to meet the requirements outlined in Annex A;
- the extent to which the requirement is met;
- ensuring the completeness of the proposal by describing, supporting, demonstrating, verifying, and substantiating the performance claimed or proposed and;
- proposals should include any supporting documentation including, at a minimum, resumes.

No outside knowledge of the Evaluators will be considered in the evaluation, only the written submissions will be evaluated. Bidders should ensure that they include sufficient information so that the Evaluation Committee will have a solid comfort level with the Bidder's capacity to perform the work as claimed.

Once all the technical and financial evaluations have been completed and accepted, PWGSC will determine the Proposal providing the best overall value to Canada (highest total overall points) and will advise the Project Authority accordingly.

Point Rated Criteria

There are 2 components to the Point Rated Criteria section of your proposal. Table 1 represents the technical portion and Table 2 represents the management portion. To be considered responsive, your proposal must achieve 50% of the points allocated for each and every one of the point rated criteria in each table and 70% of the total points available in each Table 1 and 2, and 70% overall for point rated criteria R1 – R9.

Overall scores

Maximum overall points available = 1300
Minimum overall points required for R1 – R9 = 70% (910 points)
(A minimum score of 50% is required for each individual criteria)

In order to allow Bidder's to understand how the bids will be evaluated, please see below rating grids (depending on points allocated to the criteria):

| <u>Fail</u> | <u>Good</u> | <u>Very Good</u> | <u>Excellent</u> |
|---|---|---|--|
| <u>Less than 50 points</u> Did not provide sufficient or relevant information | <u>50-60 points</u> Lacks information, limited detail provided. | <u>61-80 points</u> Complete but generates questions. Relevant detail provided. | <u>81-100</u> Completely addresses all components and logical. Significant relevant detail provided. |
| | | | |

| <u>Fail</u> | <u>Good</u> | <u>Very Good</u> | <u>Excellent</u> |
|--|---|---|--|
| <u>Less than 100 points</u> Did not provide sufficient or relevant information | <u>100-125 points</u> Lacks information, limited detail provided. | <u>126-175 points</u> Complete but generates questions. Relevant detail provided. | <u>176-200 points</u> Completely addresses all components and logical. Significant relevant detail provided. |

The following Table 1 represents the Technical portion of the point rated criteria.

| Table 1 | Technical Criteria | Maximum Points | Minimum Points |
|----------------|--|-----------------------|-----------------------|
| R1 | <p>Demonstrated understanding of scope and objectives.</p> <p>Points to consider:</p> <ol style="list-style-type: none"> 1. The Bidder's approach and proposed methodology to meet the requirements of this Request For Proposal and Statement of Work as well as the degree of success expected. 2. Relevant business processes to ensure qualified on-site agents are available to support multiple naval ships at multiple ports at the same time. 3. The proposed processes, methods, and practices are identified. 4. Sufficient detail should be provided to demonstrate the Bidder's grasp of the Statement of Work and the Bidder's competence to meet it. | 100 | 50 |

| | | | |
|----|--|-----|----|
| R2 | <p>Proposed work feasibility, approach and methodology in meeting the requirement; company ability to control costs; details around proposed processes, methods and practices.</p> <p>Points to consider:</p> <ol style="list-style-type: none"> 1. Relevant business process are in place to provide full range of goods and services described in the solicitation document to multiple ships in multiple ports at the same time. 2. The Bidder has previous experience in both planned and ad hoc missions. 3. Demonstrated understanding of the importance to perform work in a manner to successfully participate in financial audits and performance audits. The Bidder shall indicate how they will collect and maintain records for audits. 4. Types of communication/liaison plan and equipment for use on land and at sea. | 100 | 50 |
| R3 | <p>Recognition of direct as well as peripheral problems, difficulties, and risks, as well as proposed solutions.</p> <p>Points to consider:</p> <ol style="list-style-type: none"> 1. Identified risk of non-performance including major difficulties that have been experienced in delivery of such services in the past and explain how these difficulties were addressed, resolved and learned from. 2. Stated any major difficulties that are anticipated in the performance of the service delivery of the specified SOW, and explain how The Bidder would address these difficulties. 3. The Bidder shows a general awareness of potential problems and presents solutions or resolutions to those problems | 100 | 50 |

| | | | |
|----|--|-----|----|
| R4 | <p>Adequacy of level of effort, work plan and schedule, deliverables; detailed information regarding the expected flow and exchange of information during period of deployment(s); records maintenance; performance and participation in audits; ability to meet resource and time commitments of personnel at multiple locations at one time.</p> <p>Points to consider:</p> <ol style="list-style-type: none"> 1. Details provided regarding the expected information flow and exchange during period of deployment. 2. Demonstrate the understanding of the importance to perform work in a manner to successfully participate in financial audits and performance audits. 3. The Bidder shall indicate how they will collect and maintain records. 4. Demonstrated ability to meet resource and time commitments to provide one or more of the Firm's personnel at one or more locations at the same time. | 100 | 50 |
|----|--|-----|----|

Maximum points available for Table 1 = 400 points
(A minimum score of 50% is required for each individual criteria)
Minimum total points required for R1 - R4 = 70% (280 points)

The following Table 2 represents the Management portion of the point rated criteria.

| Table 2 | Management Criteria | Maximum Points | Minimum Points |
|----------------|---|-----------------------|-----------------------|
| R5 | <p>Qualifications of the proposed Project Coordinator(s) including but not limited to: position(s) within the organization; relevant experience; education; experience in controlling costs; and single point of contact.</p> <p>Points to consider:</p> <ol style="list-style-type: none"> 1. The name, position and role of each proposed Project Coordinator, their relevant experience, qualifications, language capability and competence proven by similar and/or related work. 2. Detailed curriculum vitae outlining years of experience, character references, abilities in problem solving, teamwork, leadership, autonomy, resourcefulness and pro-activeness. Education (HS, post secondary, post graduate), qualifications (relevant courses or training), languages spoken and written (English, French, Spanish, Portuguese) 3. An identified single point of contact and backup(s). 4. Previous experience in obtaining multiple quotes and/or controlling costs. | 200 | 100 |

| | | | |
|----|---|-----|-----|
| R6 | <p>Key personnel capabilities including relevant experience, qualifications and competence proven by similar and/or related work. This should include, but is not limited to: name, position and role of personnel within the team; language capabilities; education; ability to work in a team; abilities to problem solve; leadership; experience in the geographic region; code of ethics and/or conflict of interest issues.</p> <p>Points to consider:</p> <ol style="list-style-type: none">1. The name, position and role of each proposed Key personnel, their relevant experience, qualifications, language capability and competence proven by similar and/or related work.2. Detailed curriculum vitae outlining years of experience, character references, abilities in problem solving, teamwork, leadership, autonomy, resourcefulness and pro-activeness. Education (HS, post secondary, post graduate), qualifications (relevant courses or training), languages spoken and written (English, French, Spanish, Portuguese)3. Adequacy of planned team organization including availability of team members and back up capability, reporting structure, management of project and sub contracts. | 200 | 100 |
|----|---|-----|-----|

| | | | |
|----|---|-----|-----|
| R7 | <p>Company capability (including subcontractors, if applicable) and relevant experience in work similar in size and scope. This should include but is not limited to: resource capability, risk of non-performance, commitment to this field of work; experience in the geographic region(s) that an Proposal is submitted on; experience with multiple deployments at one time; experience with planned and ad hoc missions.</p> <p>Points to consider:</p> <ol style="list-style-type: none"> 1. Details should include as a minimum the time frame, size and dollar value and location of such projects, whether it was a planned or ad hoc mission, and a contact at the Organization(s) (name, title, organization, and current phone number). 2. Demonstrated ability to meet resource and time commitments to provide one or more of the Firm's personnel at one or more locations at the same time. 3. Relevant business practices to provide full range of goods and services described in the solicitation document to multiple ships in multiple ports at the same time | 200 | 100 |
| R8 | <p>Adequacy of planned team organization, including availability of team members and backup capability, reporting structure, management of project, subcontracts and capability to carry out the project.</p> <p>Points to consider:</p> <ol style="list-style-type: none"> 1. Provides a plan for in-port coordination between the Project Coordinator and the On-site Representative. 2. Provides an at sea communication/liaison plan between the Firm, the Project Coordinator and the On-site Representative. 4. Relevant business practices to ensure qualified On-Site Agents are available to support multiple naval ships at multiple ports at the same time 5. Provides a copy of the Firms' code of ethics, code of conduct, bond of employees and an agreement structure with sub-contractors. | 100 | 50 |

| | | | |
|----|---|-----|-----|
| R9 | <p>As it applies to "acquisition call-ups" (provision of goods and/or services): ability of on-site personnel to obtain competitive quotations; sourcing methodology for a wide variety of goods and/or services; ability to assist in establishing evaluation criteria, selection methodologies, and negotiations to ensure fair value for money spent; ability to ensure compliance from selected suppliers and/or sub-contractors.</p> <p>Points to consider:</p> <ol style="list-style-type: none"> 1. A detailed description of the Firms' sourcing methods used for goods and services being requested for each geographic region on-site(s). The Bidder should indicate how they will aspire to obtain competitive quotes, where possible, for each call-up. 2. A detailed description of the Bidder's on-site ability to establish evaluation criteria, negotiate, and create selection methods to enable provision of goods and services in a competitive manner. 3. The Bidder has demonstrated its Firm's on-site practices in seeking "value for money" for the Crown. This includes but is not limited to: inspections, reports, quality control, and audit procedures used by the Firm to ensure compliance by your selected Suppliers or sub-contractors. | 200 | 100 |
|----|---|-----|-----|

Maximum points available for Table 2 = 900 points
Minimum total points required for R5 - R9 = 70% (630 points)
(A minimum score of 50% is required for each individual criteria)

ANNEX I

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

- A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

- B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)