



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

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

Cabot Place, Phase II, 2nd Floor

Box 4600

St. John's, NF

A1C 5T2

Bid Fax: (709) 772-4603

**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**

|   |  |
|---|--|
| <b>Title - Sujet</b> OP Nanook 2021 Vessel Services DND   |  |
| <b>Solicitation No. - N° de l'invitation</b><br>W8484-220081/B  | <b>Date</b><br>2021-07-05                    |
| <b>Client Reference No. - N° de référence du client</b><br>W8484-220081   |  |
| <b>GETS Reference No. - N° de référence de SEAG</b><br>PW-\$OLZ-009-7631  |  |
| <b>File No. - N° de dossier</b><br>OLZ-1-44016 (009)  | <b>CCC No./N° CCC - FMS No./N° VME</b>       |
| <b>Solicitation Closes - L'invitation prend fin</b><br><b>at - à 02:00 PM</b> Newfoundland Daylight Saving Time NDT<br><b>on - le 2021-07-21</b> Heure Avancée de Terre-Neuve HAT   |  |
| <b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes<br><b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/> |  |
| <b>Address Enquiries to: - Adresser toutes questions à:</b><br>Lacey, Rhonda  | <b>Buyer Id - Id de l'acheteur</b><br>olz009 |
| <b>Telephone No. - N° de téléphone</b><br>(709) 730-1597 ( )  | <b>FAX No. - N° de FAX</b><br>(709) 772-4603 |
| <b>Destination - of Goods, Services, and Construction:</b><br><b>Destination - des biens, services et construction:</b><br>DEPARTMENT OF NATIONAL DEFENCE<br>101 COLONEL BY DR.<br>OTTAWA<br>Ontario<br>K1A0K2<br>Canada  |  |

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

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

**Issuing Office - Bureau de distribution**

PWGSC / TPSGC - Nfld. Region

Cabot Place, Phase II, 2nd Floor

Box 4600

St. John's, NF

A1C 5T2

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

This bid solicitation cancels and supersedes previous bid solicitation number W8484-220081/A dated 2021-06-08 with a closing of 2021-06-23 at 14:00 Newfoundland Daylight Time (NDT). A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Statement of Work**

The Work to be performed is detailed under Annex "A" of the resulting contract clauses.

### **1.2 Comprehensive Land Claims Agreement(s)**

This procurement is subject to the following Comprehensive Land Claims Agreement(s):

*Nunavut Land Claims Agreement (NLCA)*

### **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.

### **1.4 Canadian Content**

The requirement is limited to Canadian services.

### **1.5 epost Connect service**

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

## **PART 2 - BIDDER INSTRUCTIONS**

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

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual \(https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual\)](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### **2.2 Submission of Bids**

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the bid solicitation.

#### **Bid Submission – W8484-220081/B**

Public Services and Procurement Canada  
The John Cabot Building  
10 Barter's Hill, St. John's, NL A1C 5T2

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or

Electronic submissions may be sent to: PWGSC Bid Receiving Unit in Newfoundland and Labrador:  
[TPSGC.RAReceptionSoumissionsTNL-ARBidReceivingNL.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RAReceptionSoumissionsTNL-ARBidReceivingNL.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.**

or

Facsimile submissions may be faxed to:

(709) 772-4603

### 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 FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror 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 offer 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 Offeror a FPS in receipt of a pension? YES ( ) NO ( )

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If so, the Offeror must provide the following information, for all FPS 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, Offerors agree that the successful Offeror'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 Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES ( ) NO ( )**

If so, the Offeror 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 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 Newfoundland and Labrador.

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

## **2.6 Bid Challenge and Recourse Mechanisms**

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.

(b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:

- Office of the Procurement Ombudsman (OPO)
- Canadian International Trade Tribunal (CITT)

(c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

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

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

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

- If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Offer (2 hard copies)  
Section II: Financial Offer (1 hard copy)  
Section III: Certifications (1 hard copy)

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

Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](#) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

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

**Section I: Technical Bid**

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

**Section II: Financial Bid**

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

**3.1.1 Electronic Payment of Invoices – Bid**

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

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

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

**Section III: Certifications**

Bidders must submit the certifications and additional information required under Part 5.

**PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

**4.1 Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

**4.1.1 Technical Evaluation**

To be deemed responsive, offerors **must** meet the following:

- Please check (√) accordingly:

Meets **all** specifications and conditions stated in Annex “A”, Statement of Work

| ITEM | CRITERIA   |  |
|------|--|--|
| M1   | <b>Supporting Technical documentation:</b><br><br>Bidders must include Technical brochures or a technical data sheet to demonstrate compliancy to the requirement as described in Annex A – Statement of Work. |  |



## 4.2 Financial Evaluation

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

## 4.3 Basis of Selection

### 4.3.1 Basis of Selection – Mandatory Technical Criteria

SACC Manual Clause [A0031T](#) (2010-08-16), Basis of Selection – Mandatory Technical Criteria

## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

### 5.1 Certifications Required with the Bid

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

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

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

#### 5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

##### 5.2.1 Integrity Provisions – Required Documentation

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

##### 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP

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Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

### **5.2.3 Additional Certifications Precedent to Contract Award**

#### **5.2.3.1 Canadian Content Certification [PLEASE COMPLETE WITH BID SUBMISSION]**

This procurement is limited to 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](#).

**NOTE:** Bidders should submit this certification completed with their bid. If the certification is not completed and submitted with the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to submit this completed certification. Failure to comply with the request of the Contracting Authority and submit the completed certification will render the bid non-responsive.

**5.12.3.1.1** *SACC Manual* clause [A3050T](#) (2020-07-01) Canadian Content Definition

#### **5.2.3.2 Status and Availability of Resources**

*SACC Manual* clause [A3005T](#) (2010-08-16) Status and Availability of Resources

[A3005T](#) is amended as follows:

Delete: Failure to comply with the request may result in the bid being declared non-responsive.

#### **5.2.3.3 Workers Compensation Certification- Letter of Good Standing**

The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Bidder must provide, within two (2) days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared 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".

## 6.2 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](#) (2020-05-28), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

## 6.3 Term of Contract

### 6.3.1 Period of the Contract

The period of the Contract is from 9 August- 24 August 2021

### 6.3.2 Comprehensive Land Claims Agreement(s)

The Contract is subject to the following Comprehensive Land Claims Agreement(s):

*Nunavut Land Claims Agreement (NLCA)*

## 6.4 Authorities

### 6.4.1 Contracting Authority

The Contracting Authority for the Contract is:

Rhonda Lacey  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch, Atlantic Region  
Science, Professional Services and Marine  
The John Cabot Building, 10 Barter's Hill  
P.O. Box 4600, St. John's, NL A1C 5T2

Telephone: (709) 730-1597

Facsimile: (709) 772-4603

E-mail address: [rhonda.lacey@pwgsc-tpsgc.gc.ca](mailto:rhonda.lacey@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.

### 6.4.2 Project Authority

The Project Authority for the Contract will be named at Contract award.

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

#### **6.4.3 Contractor's Representative [MUST BE COMPLETED BY OFFEROR WITH BID SUBMISSION]**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_ \_

Facsimile: \_\_\_\_ \_

E-mail address: \_\_\_\_\_

#### **6.5 Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

#### **6.6 Payment**

##### **6.6.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex "B" Basis of Payment for a cost of \$ \_\_\_\_\_ (inserted at contract award). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

##### **6.6.2 Limitation of Price**

SACC Manual clause [C6000C](#) (2017-08-17), Limitation of Price

##### **6.6.3 Single Payment**

SACC Manual clause [H1000C](#) (2008-05-12) Single Payment

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

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

#### **6.7 Invoicing Instructions**

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

#### **6.8 Certifications and Additional Information**

##### **6.8.1 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.

##### **6.8.2 SACC Manual Clauses**

*SACC Manual* clause [A3060C](#) (2008-05-12), Canadian Content Certification

*SACC Manual* clause [A0285C](#) (2007-05-25), Workers Compensation

*SACC Manual* clause [A9141C](#) (2008-05-12), Vessel Condition

*SACC Manual* clause [A8051C](#) (2014-06-26), Vessel Charter

##### **6.9 Applicable Laws**

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

##### **6.10 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(2020-05-28), Higher Complexity - Services, apply to and form part of the Contract.

;

- (c) Annex "A", Statement of Work;
- (d) Annex "B", Basis of Payment;
- (e) Annex "C", Insurance Requirements;
- (f) Annex "D", Electronic Payment Instruments;
- (g) Annex "E", Integrity Provisions;
- (h) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: "*as clarified on \_\_\_\_\_" **or** "*as amended on \_\_\_\_\_" and insert date(s) of clarification(s) or amendment(s)*)

### 6.11 Defence Contract

SACC Manual clause A9006C (2012-07-16) Defence Contract

### 6.12 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

### 6.13 Insurance – Specific Requirements

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

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## **ANNEX "A" STATEMENT OF WORK**

### **BACKGROUND**

Operation NANOOK TATIGIIT 2021 (Op NA-TA 21) is a Joint, Interagency, Multinational and Public (JIMP) training opportunity. It will exercise an interagency Mass Rescue Operation (MRO) following a major maritime incident along the east coast of Baffin Island. It will encompass a Canadian Armed Forces (CAF) Force Generation training and work-up period followed by a Whole of Government (WoG) scenario tailored to meet objectives of Canadian Joint Operations Command (CJOC) and our Northern Mission Partners at the international, federal, territorial, and municipal level.

OP NA-TA 21 will make use of a vessel and CAF military role players participating in a variety of water based exercise such as firefighting exercises, simulated groundings and search and rescue activities involving OP NA-TA 21 military and government participants. These activities will require the vessel to be boarded, individuals removed and may involve helicopters and small boats operating in very close proximity to the vessel.

### **REQUIREMENT**

CAF will require the temporary, exclusive use of a marine vessel commencing on 11 August 2021 in IQALUIT, NUNAVUT (NU). A marine type vessel of not less than 150 feet in Length Over All (LOA) or greater with the capability to accommodate, shelter, feed and support a minimum of eight (8) and a maximum of twelve (12) personnel from 11-22 August 2021. The vessel must be capable of conducting shore-to-ship (embarkation) and ship-to-shore (disembarkation) at IQALUIT, NU 63°44'55"N 068°31'11"W and ship-to-shore (disembarkation) activities in the vicinity of Clyde River, NU 70°28'26"N 068°35'10"W and Pond Inlet, NU 72°41'57"N 077°57'34"W without the use of pre-existing wharves and jetties. Passengers with up to 150 lbs of personal military baggage will board the vessel in IQALUIT, NU on or about 10 August 2021 and remain on the vessel until disembarked at either Clyde River or Iqaluit no later than 22 August 2021. The vessel will be required to transit within Davis Strait. Personal military equipment will consist of 1 x ruck sack (50 lbs), 1 x barrack box (50 lbs), and 1 x duffle;

The ship's captain must be willing to have the vessel placed under actual air and sea surveillance, be boarded and be searched by designated military and government members as part of the exercise scenario. The ship's captain must accept helicopters and small craft to operate in very close proximity to the vessel (helicopters within 10 meters and small boats coming alongside);

During scenarios involving simulation of shipboard equipment failures, the ship's operating equipment will be reduced to the minimum level as required by applicable regulations and the safety requirements as determined by the vessel staff;

The exercise participants must be able to operate UHF, VHF and Satellite phones while the ship is underway and at anchor. The ship's captain may place reasonable restrictions on the locations for use of communications devices to ensure the safety of the vessel;

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The vessel must be equipped with a fitted accommodation ladder to assist with embarkation and disembarkation. The contractor must provide a boat for exercising the evacuation of passengers ashore;

The CAF must have access to a 1 square m horizontal surface for the placement of communications equipment with visibility to the sky;

The contractor is responsible for any operational costs associated with licensing and any additional fees or costs incurred during transit to IQALUIT, NU and costs incurred during transit from IQALUIT, NU once OP NA-TA 21 is completed;

The contractor must provide sufficient power to operate personal devices such as cell phones, laptops, tablets and electric razors; and

Fresh water must be available for up to 12 (twelve) exercise personnel and role-players while on board.

### **SCOPE OF REQUIREMENT**

The contractor will provide the exclusive use and services of a marine vessel in the vicinity of Iqaluit, Frobisher Bay and Pond Inlet, Nunavut Territory from 10-24 August 2021. The use and services of the vessel will include the following:

#### General

- 3.1.1 The vessel must be at a minimum of 150 feet in length and have a complete crew to operate this vessel;
- 3.1.2 There is no requirement for vessel staff outside of the essential staff required for ship movements. The contractor is to determine the appropriate levels of service in order to meet those requirements;
- 3.1.3 The contractor must be responsible for any costs associated with licensing or any additional fees or costs incurred during transit to IQALUIT, NU and costs incurred during transit from POND INLET, NU once OP NA-TA 21 is completed.
- 3.1.4 The use of ship's boats, as applicable should be made available to support exercise activities. Operation of ship's boats will be coordinated between the LO and the ship's captain.
- 3.1.5 The contractor must provide sufficient power and fresh water for a minimum of thirty (30) exercise personnel during the period of 10 Aug to 24 Aug 20.
- 3.1.6 In case of inclement weather/unfavourable ice conditions, the vessel should be prepared to return the embarked passengers to Iqaluit.

#### 3.2 Accommodations and Storage

- 3.2.1 Accommodations meeting the regular crew standard for no less than eight (8) and up to twelve (12) personnel with meals from no earlier than 10 Aug to no later than 24 Aug 20. While respecting all requirements, the vessel is expected to adjust service levels as required to minimize costs.



- 3.2.2 Separate berthing is required for female military personnel. A finalized list of military personnel gender requiring accommodation will be provided to the contractor upon Contract award.
  - 3.2.3 Cabins are to be ready for occupancy on 10 Aug 20 by 0800 hours and vacated no later than 1200 24 Aug 02
  - 3.2.4 DND will be solely responsible for the arrangement and handling of personnel belongings and equipment during the timeframe requested. Personnel belongings and equipment will be limited to personal baggage and laptop computers. DND personnel will be responsible for the placement, removal and safekeeping of such equipment/items.
  - 3.2.5 The contractor must provide sufficient indoor, heated storage for the personal belongings and equipment of DND personnel during the timeframe requested.
- 3.3 Feeding
- 3.3.1 Meals: Three (3) meals (breakfast, lunch, supper) meeting the standard feeding pattern as per Annex B and quantities as per Annex C for each exercise personnel embarked for the period 10 Aug to 24 Aug 20 or while passengers are embarked.
- 3.4 Safety
- 3.4.1 The contractor must ensure a safe and secure environment for all exercise personnel during the entire contract period including the provision of all equipment required to ensure Safety of Life at Sea (SOLAS).
  - 3.4.2 The contractor must provide industry standard safety briefings and demonstrations for the following events: safety briefing, vessel muster drill, evacuation drills and lifeboat locations for all embarked personnel.
  - 3.4.3 The contractor will arrange for an administrative visit of the vessel prior to the embarkation date.
  - 3.4.4 A Preventative Medicine inspection will include, but is not limited to, the kitchen and living quarters, food storage areas, the galleys, the washrooms and showers. Any deficiency will have to be addressed within 24 hours of the completion of the inspection. This inspection will occur at a time and location to be arranged by the contractor and Technical Authority and may occur either at the vessels home port or Iqaluit, NU Preventative medicine checklist will be provided ten (10) days prior to embarkation.
  - 3.4.5 The contractor must be responsible for the provision, handling and storage of all safety equipment, including survival suits for a minimum thirty (30) exercise personnel.
  - 3.4.6 Medical equipment on board must be sufficient for the crew of the vessel in addition to embarked exercise personnel. In the event of a medical incident involving exercise personnel requiring immediate attention, the CAF will be fully responsible for providing the necessary support, as required.
  - 3.4.7 The contractor must ensure health services staff on board the vessel are trained and equipped to the equivalent of the Marine First Aid and Marine Medical Care standard as outlined in Regulation VI of the STCW Convention and Chapter VI of the STCW Code contained in the International Convention on Standards of Training, Certification and Watch Keeping for Seafarers, (STCW Convention). (<http://www.tc.gc.ca/eng/marinesafety/mpsp-training-examination-certification-training-menu-1757.htm>)

### 3.5 COVID 19 Considerations

- 3.5.1 The contractor must ensure services staff on board the vessel are negative COVID-19 tested before the ship leaves its home port.
- 3.5.2 Recognizing the difficulty of maintaining 2m separation within the confines of the ship, all personnel shall don their NMM when transiting within the ship. There shall not be any loitering in the flats or common areas.
- 3.5.3 All isolation areas shall be identified and indicated as out of bounds to ship's personnel (ship's company and CAF staff).
- 3.5.4 Ship's personnel entering the ship must wear personal protective equipment (PPE) such as masks and gloves before crossing the brow, log in to the ship's log, and wash their hands before proceeding into the ship.
- 3.5.5 Food will be served with disposable utensils and plates – though this may be an issue if the ship does not have the capacity to crush/incinerate its garbage.
- 3.5.6 Personnel entering the ship to wear personal protective equipment (PPE) such as masks and gloves before crossing the brow, log in to the ship's log, and wash their hands before proceeding into the ship.
- 3.5.7 The contractor must ensure all common area are clean and disinfected daily.
- 3.5.8 The contractor must ensure kitchen and dining area are clean and disinfected before all meals.
- 3.5.9 The contractor must ensure toilets and ablution areas are clean twice a day.
- 3.5.10 The contractor must provide sanitation station at all entrances to the vessel, kitchen, dining area, toilets, and other common areas.
- 3.5.11 In case of COVID-19 symptom on the vessel, crew and CAF would follow protocol as outlined by CAF HSS personnel (to be created).

### LOCATION

#### Embarkation

FROBISHER BAY, IQALUIT, NUNAVUT, 63°44'55"N 068°31'11"W

#### Disembarkation

POND INLET, NUNAVUT, 72°41'57"N 077°57'34"W

#### Alternate disembarkation (based on weather)

FROBISHER BAY, IQALUIT, NUNAVUT, 63°44'55"N 068°31'11"W

### VESSEL PERSONNEL

The CAF will assign Liaison Officer (LO) to the ship's staff in order to coordinate all activities and respond to any safety concerns. The LO shall be the sole individual providing co-ordination on the activities and vessel movements. The Captain of the vessel will remain in full control of the vessel and has final concurrence on all activities.

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## ENVIRONMENTAL

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

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

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

## OTHER CONDITIONS

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

## PRE AND POST OCCUPANCY INSPECTION

The contractor will allow the Liaison Officer to conduct inspections in order to document the vessel condition pre and post occupancy. The pre-occupancy inspection will occur on or before 9 August 2020. The contractor will have twenty-four (24) hours to address reported deficiencies upon completion of the inspection. The CAF will provide a check list 10 day prior to embarkation. The post-occupancy inspection will occur on or about 24 August 2020 once all exercise personnel have disembarked. All damages must be identified in cooperation with a representative from the contractor on both the pre-occupancy and post-occupancy inspection to ensure appropriate damage or deficiencies are annotated in a written report substantiated with photographic and video images. The pre-occupancy and post-occupancy reports will be signed by the Ship's Captain and the LO to indicate agreement regarding identified items.

## PROPOSED SCHEDULE OF USAGE

9 August 2021 – Vessel arrives in IQALUIT, NU, Preventative Medicine and damage inspections.  
10 August 2021 – Embarkation of passengers and sailing for POND INLET, NU.  
11 August 2021 – Exercises en route  
12 August 2021 – Exercises en route  
13 August 2021 – Exercises en route  
14 August 2021 – Exercises en route  
15 August 2021 – Exercises in vicinity of Pond Inlet  
16 August 2021 – Exercises in vicinity of Pond Inlet  
17 August 2021 – Exercises en route to Iqaluit  
18 August 2021 – Exercises en route to Iqaluit  
19 August 2021 – Exercises en route to Iqaluit  
20 August 2021 – Exercises en route to Iqaluit  
21 August 2021 – Exercises en route to Iqaluit  
22 August 2021 – Disembarkation in IQALUIT, NU and damage inspections

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## Annex B – Standard Meal Entitlement Pattern

### Breakfast

Juice

Fruit

Breakfast entrée

Breakfast meat or alternative

Cheese or yogurt

Breakfast starch

Breakfast vegetable

Bread product

Two beverages

Condiments/Preserves

### Lunch

Soup

Main Entrée

Choice of freshly prepared protein dish, pasta (optional), or sandwich

Starch

Cooked vegetable

Salad Bar

Fruit

Dessert

Bread product

Three beverages

Condiments

### Supper

Soup

Main Entrée dish

Choice of freshly prepared protein dish or pasta (optional)

Starch

Cooked vegetable

Salad Bar

Fruit

Dessert

Bread product

Three beverages

Condiments

## Annex C – Portion Size Standard

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

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|                                      |        |
|--------------------------------------|--------|
| Dinner Roll                          | 1 each |
| Juice                                | 250 ml |
| Milk (2%, 1%, skim, choc, non-dairy) | 250 ml |
| Fruit Drinks                         | 250 ml |
| Pop                                  | 250 ml |
| Hot Beverages                        | 250 ml |

**ANNEX "B"**  
**BASIS OF PAYMENT**

- Please provide pricing for all line items. Failure to do so will deem bid non-responsive.
- Prices do not include applicable taxes.
- **IMPORTANT NOTE TO BIDDERS:**  
**BIDDERS MUST COMPLETE THE UNIT PRICE TABLE BELOW. BIDDERS ARE NOT TO CREATE A SEPARATE PRICING TABLE. FAILURE TO COMPLETE THE PROVIDED UNIT PRICE TABLE WILL RENDER BID NON-COMPLIANT AND NO FURTHER CONSIDERATION WILL BE GIVEN.**

| ITEM | DESCRIPTION  | QTY   | DAILY RATE<br>(Taxes Extra) |
|------|--|-------|-----------------------------|
| 1    | 9 August 2021<br>Vessel arrives in IQALUIT, NU, Preventative Medicine and damage inspections.* | 1 LOT | \$ _____                    |
| 2    | 10 August 2021<br>Embarkation of passengers and sailing for POND INLET, NU.*                   | 1 LOT | \$ _____                    |
| 3    | 11 August 2021<br>Exercices en route*  | 1 LOT | \$ _____                    |
| 4    | 12 August 2021<br>Exercices en route*  | 1 LOT | \$ _____                    |
| 5    | 13 August 2021<br>Exercices en route*  | 1 LOT | \$ _____                    |
| 6    | 14 August 2021<br>Exercices en route*  | 1 LOT | \$ _____                    |
| 7    | 15 August 2021<br>Exercices in vicinity of Pond Inlet*   | 1 LOT | \$ _____                    |
| 8    | 16 August 2021<br>Exercices in vicinity of Pond Inlet*   | 1 LOT | \$ _____                    |
| 9    | 17 August 2021<br>Exercices en route to Iqaluit*   | 1 LOT | \$ _____                    |

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| ITEM | DESCRIPTION  | QTY     | DAILY RATE<br>(Taxes Extra) |
|------|--|---------|-----------------------------|
| 10   | 18 August 2021<br>Exercises en route to Iqaluit*   | 1 LOT   | \$ _____                    |
| 11   | 19 August 2021<br>Exercises en route to Iqaluit*   | 1 LOT   | \$ _____                    |
| 12   | 20 August 2021<br>Exercises en route to Iqaluit*   | 1 LOT   | \$ _____                    |
| 13   | 21 August 2021<br>Exercises en route to Iqaluit*   | 1 LOT   | \$ _____                    |
| 14   | 22 August 2021<br>Disembarkation in IQALUIT, NU and damage inspections *   | 1 LOT   | \$ _____                    |
| 15   | <b>Personnel Accommodation</b><br>Daily Rate* per person \$ _____ (12 People)<br>x 13 days (10 August to 22 August 2021) | 13 Days | \$ _____                    |
| 16   | <b>Total price for Evaluation</b><br>(1+2+3+4+5+6+7+8+9+10+11+12+13+14+15)<br>(taxes not included)                       |         | \$ _____                    |

**\*Note 1:** The daily rate for the vessel lease includes all costs associated with crewing, fuel, lubricants and all other cost related to the continued operation of the vessel including berthing, pilotage fees, and tug assistance. Also included are any costs associated for mobilization, demobilization and transit to and from the exercise area. The Contractor will be paid for the full lease period except in the case where the vessel is disabled, not in running or laid up without the consent of Canada.

**\*Note 2:** The Contractor is to bid on providing all meals and accommodations for (12) participants from August 10-22, 2021. Annex "B" must be included with the Contractor's bid in accordance with Part 3 of the Solicitation Document.



## **ANNEX "C"** **INSURANCE REQUIREMENTS**

### **Commercial General Liability**

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$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.

### **Marine Liability Insurance**

1. The Contractor must obtain protection and indemnity insurance that must include excess collision liability and pollution liability. The insurance must be placed with a member of the International Group of Protection and Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the [Marine Liability Act](#), S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by Worker's Compensation as detailed in paragraph (2.) below.
2. The Contractor must obtain worker's compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the territory or province or state of nationality, domicile, employment, having jurisdiction over such employees. If the Contractor is subject to an additional contravention, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.

3. The protection and indemnity insurance policy must include the following:
- a. Additional insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
  - b. Waiver of subrogation rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Fisheries and Oceans Canada and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
  - c. Notice of cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - d. Cross liability and separation of insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - e. Litigation rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), R.S.C. 1985, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

*Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8*

**For other provinces and territories, send to:**

*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.

Solicitation No. - N° de l'invitation  
W8484-220081/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
olz009

Client Ref. No. - N° de réf. du client  
W8484-220081

File No. - N° du dossier  
OLZ-1-44016

CCC No./N° CCC - FMS No./N° VME

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**ANNEX "D"**  
**ELECTRONIC PAYMENT INSTRUMENTS**

The Offeror 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);
- Wire Transfer (International Only).

