



## RETURN BIDS TO:

## RETOURNER LES SOUMISSIONS À:

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

1713 Bedford Row

Halifax, N.S./Halifax, (N.É.)

Halifax

Nova Scotia

B3J 1T3

Bid Fax: (902) 496-5016

## REQUEST FOR PROPOSAL

## DEMANDE DE PROPOSITION

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

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

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

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

**Comments - Commentaires**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du**

**fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Atlantic Region Acquisitions/Région de l'Atlantique  
Acquisitions

1713 Bedford Row

Halifax, N.S./Halifax, (N.É.)

Halifax

Nova Scot

B3J 1T3

<b>Title - Sujet</b> Vessel Charter - Cutlass Fury 2021	
<b>Solicitation No. - N° de l'invitation</b> W0100-221975/A	<b>Date</b> 2021-07-13
<b>Client Reference No. - N° de référence du client</b> W0100-22-1975	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$HAL-308-11321	
<b>File No. - N° de dossier</b> HAL-1-87054 (308)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Atlantic Daylight Saving Time ADT <b>on - le 2021-07-29</b> Heure Avancée de l'Atlantique HAA	
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes <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> LaBrash, Rachelle	<b>Buyer Id - Id de l'acheteur</b> hal308
<b>Telephone No. - N° de téléphone</b> (902) 401-2080 ( )	<b>FAX No. - N° de FAX</b> (902) 496-5016
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> See herein	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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File No. - N° du dossier  
HAL-1-87054

Buyer ID - Id de l'acheteur  
HAL308  
CCC No./N° CCC - FMS No./N° VME

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## PART 1 - GENERAL INFORMATION

### 1.1 Security Requirements

There is no security requirement applicable to this solicitation.

### 1.2 Statement of Work

The Department of National Defence has a requirement for the temporary and exclusive use of a marine vessel for the purposes of conducting simulated exercises commencing on 06 September 2021 until 17 September 2021, as fully detailed in Annex A – Statement of Work.

### 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 Trade Agreements

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

### 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 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:

A. Hard Copy:  
Bid Receiving Unit  
Public Works and Government Services Canada  
1713 Bedford Row,  
Halifax, N.S. B3J 1T3

B. ePost connect:

[TPSGC.RARceptionSoumissionsNE-ARBidReceivingNS.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RARceptionSoumissionsNE-ARBidReceivingNS.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.

\*\*Bidders must initiate an epost Connect conversation at least 6 days in advance of the tender closing date.

C. Via Fax:

Facsimile number: (902) 496-5016

## 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: 2019-01](#) 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.

### **2.4 Vessel Charter**

The vessel must meet the requirements listed in the attached specifications. The Bidder must provide the following details of its vessel:

- a. name of vessel \_\_\_\_\_;
- b. official number \_\_\_\_\_;
- c. length, beam, displacement \_\_\_\_\_;
- d. name of vessel's skipper during charter period \_\_\_\_\_.

### **2.5 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than 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.

## 2.6 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Nova Scotia.

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.

## 2.7 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. Bidders must provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment.

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 Bid (2 hard copies)  
Section II: Financial Bid (1 hard copy)  
Section III: Certifications (1 hard copy)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

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

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

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

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

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

#### **Section I: Technical Bid**

The entire contents of the Statement of Work at Annex "A", as revised in Annex "F" (Bidder Q&A), is mandatory. 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.

#### **Section II: Certifications**

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

##### **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.

##### **3.1.2 Exchange Rate Fluctuation**

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation



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## 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

The **Statement of Work** at Annex A is entirely mandatory. In order to be compliant, a Bidder's tender must, to the satisfaction of Canada, meet all requirements of the Annex A.

#### 4.1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, DDP Incoterms 2010 Canadian customs duties and excise taxes included.

### 4.2 Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. 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 procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

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

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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

### 5.2.3 Status and Availability of Resources

A3005T (2010-08-16), Status and Availability of Resources

## PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### 6.1 Security Requirements

There is no security requirement applicable to the Contract.

### 6.2 Statement of Work

The Department of National Defence has a requirement for the temporary and exclusive use of a marine vessel for the purposes of conducting simulated exercises commencing on 06 September 2021 until 17 September 2021, as fully detailed in Annex A – Statement of Work.

### 6.3 Standard Clauses and Conditions

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

#### 6.3.1 General Conditions

2035 (2020-05-28), General Conditions – Higher Complexity – Services, apply to and form part of the Contract.

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## 6.4 Term of Contract

### 6.4.1 Period of the Contract

The period of the contract is from September 6 to September 17, 2021 inclusive.

## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Rachelle LaBrash  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Address: 1713 Bedford Row, Halifax, NS B3J 1T3

Telephone: (902) 401-2080  
Facsimile: (902) 496-5016  
E-mail address: [rachelle.labrash@pwgsc.gc.ca](mailto:rachelle.labrash@pwgsc.gc.ca)

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

### 6.5.2 Project Authority *(will be provided at contract award)*

The Project Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

### 6.5.3 Contractor's Representative *(to be completed by bidder)*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

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

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

## 6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

## 6.7 Payment

### 6.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex B *for a cost of \$ \_\_\_\_\_ (insert the amount at contract award)*. Customs duties are included and Applicable Taxes are extra.

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

### 6.7.2 Limitation of Price

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

### 6.7.3 Single Payment

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

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

### 6.7.4 Electronic Payment of Invoices – Contract

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);

## 6.8 Invoicing Instructions

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

## **6.9 Certifications and Additional Information**

### **6.9.1 Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

### **6.10 Applicable Laws**

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

### **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 (2020-05-28), General Conditions – Higher Complexity – Services
- (c) Annex F, Bidder Questions and Canada Answers;
- (d) Annex A, Statement of Work;
- (e) Appendix 1 to Annex A, Contracted Food Services;
- (f) Appendix 2 to Annex A, Portion Size Standard;
- (g) Annex B, Basis of Payment;
- (h) Annex C, Insurance Requirements;
- (i) Annex E, Non-Disclosure Agreement;
- (j) the Contractor's bid dated \_\_\_\_\_.

### **6.12 Vessel Charter**

1. The vessel must meet the following requirements:
  - a. be seaworthy;
  - b. the engine must be in good running order and all gear and equipment in good repair.
2. The Contractor must keep and maintain the vessel, engines, gear and equipment in good and sufficient repair for the duration of the Contract and must pay for all necessary repairs, renewals and maintenance.
3. The Contractor must:
  - a. indemnify and save harmless Canada from and against any claim for loss or damage to the vessel or any other property, engines, gear, or equipment, arising from the charter, and for injury or property of persons aboard the vessel, excepting any injury or damage to property of Canada's employees or agents;
  - b. ensure that the operations are only carried out by Canada's authorized representatives as specified by the Technical Authority;

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- c. ensure that approved personal flotation devices for all persons on board are in readily accessible positions at all times;
  - d. ensure that the use or possession of illegal drugs or alcohol is prohibited. If any member of the crew is found under the influence of such drugs and/or intoxicants while on duty, it will be cause for termination of the Contract for default.
- 4. If the vessel is disabled or is not in running order or is laid up without the consent of Canada, then Canada will not be liable for payment for the hire of the vessel during this period. If this period exceeds one week, Canada may terminate the Contract immediately for default.
  - 5. If any gear or equipment necessary for the efficient operation of the vessel for the purpose of the Contract is not in good working order for any period of time, then the payment of hire will cease for the lost time, and if during the voyage the speed is reduced by a defect in or breakdown of any part of the hull, machinery or equipment, the time lost will be deducted from the hire. Canada will be the sole judge of the capability of the vessel.
  - 6. If the vessel is unable to operate safely in the work area because of sea or weather conditions, as agreed to by the representative of the Contractor and the representative of Canada, then the charter for the day will be terminated and a pro-rated payment made to the Contractor for that period engaged in the Work in accordance with the terms of the Contract.
  - 7. If the particulars furnished by the Contractor and set out in the Contract are incorrect or misleading, Canada may, at Canada's discretion, terminate the Contract for default.

#### **6.13 Non-disclosure Agreement**

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex E, and provide it to the Project Authority before they are given access to information by or on behalf of Canada in connection with the Work.

#### **6.14 Insurance**

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor or reduce its liability under the Contract.

## **ANNEX A**

### **STATEMENT OF WORK**

#### **VESSEL OF INTEREST REQUEST FOR EXCLUSIVE USE OF VESSEL**

##### **1. BACKGROUND**

Exercise CUTLASS FURY 2021 (CF21) is a joint, combined and inter-agency exercise hosted by the Commander Maritime Forces Atlantic (MARLANT). Exercise CF21 is executed by Commander Canadian Fleet Atlantic (CCFL), with a particular focus on joint maritime tactical warfare in a multi-threat environment. In addition, secondary objectives include supporting tactical development, technical evaluation and equipment trials, as well as extending good will to Allied navies during port visits to Canadian ports. CCFL staff is the 2021 lead planner for the exercise and is responsible for the requisition of support services.

This exercise incorporates naval and air force elements from Canada and NATO member states to include the United States, France and the United Kingdom to exercise off the Coast of Halifax, Nova Scotia, in the vicinity of the MARLANT Operating Areas (MARLOAS).

##### **2. REQUIREMENT**

CF21 will require the temporary, exclusive use of a marine vessel commencing on 06 September 2021 until 17 September 2021. The vessel will be situated at a predetermined location, in the vicinity of MARLOAS (50-100 miles offshore, exact location to be promulgated (TBP) by RCN liaison officer. A marine type vessel of not less than 30 meters in length, bow to stern, having sufficient compartments available to search, including but not restricted to – bridge, engine room, cabins, storage room and cargo areas is required. A certificate of registry shall be provided identifying the length overall (LOA) meets the above specified requirement. The vessel must have the capability to accommodate, shelter, feed and support up to 5x military personnel. Military personnel will board the vessel in Halifax Harbour on 06 September 2021, and will remain onboard until disembarking alongside at Halifax Harbour no later than 17 September 2021. The owner and crew must be willing to have the ship placed under actual air and sea surveillance and to be boarded and searched by military personnel, from Canada, US and other NATO countries under simulated exercise conditions and scenarios.

##### **3. SCOPE OF REQUIREMENT**

The contractor will provide the exclusive use and services of a marine vessel in the vicinity of the MARLOAS from 06-17 September 2021. The use and services of the vessel will include the following:

###### **3.1 General:**

- 3.1.1 The vessel must be at a minimum of 30 meters in length, identified as such on the certificate of registry, and have a complete crew to operate the vessel.
- 3.1.2 There is no requirement for vessel staff outside of essential staff required for ship movements. The contractor is to determine the appropriate levels of service in order to meet requirements.
- 3.1.3 The contractor must be responsible for any costs associated with licensing or any additional fees or costs incurred alongside.
- 3.1.4 The contractor must provide sufficient power and fresh water for no more than 5x military personnel during the contract period.

- 3.1.5 The contractor must provide 20GB of Satellite data services to allow team to maintain communications throughout exercise.

### **3.2 Accommodations and Storage:**

- 3.2.1 Accommodations meeting the regular crew standard for five (5) personnel, and meals for five (5) personnel from 06-17 September 2021 inclusively. 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 06 September by 0800 hours and will be vacated no later than 1500 hrs on 17 September 2021.
- 3.2.4 DND will be solely responsible for the arrangement and handling of personal belongings and equipment during the timeframe requested. Personal 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 and dinner) meeting the regular crew standard per day per military personnel must be provided each day during the contract period in accordance with the attached Appendix 1 to Annex A.

### **3.4 Safety:**

- 3.4.1 The contractor must ensure a safe and secure environment for all Department of National Defence (DND) personnel during the entire contract period.
- 3.4.2 The contractor will arrange for an administrative visit and medical inspection through the assigned liaison officer to visit the vessel prior to embarkation date. A preventative medicine inspection including, but not limited to, the kitchen and living quarters, shall be conducted by CAF medical personnel within one month (1-30 August 2021) of the expected servicing period.
- 3.4.3 Contractor must be responsible for the provision, handling and storage of all safety equipment, including survival suits for five (5) DND personnel during the timeframe requested.
- 3.4.4 Safety equipment on board must be sufficient for the crew of the vessel and for five (5) DND personnel.
- 3.4.5 Medical equipment required on-board must be sufficient for the crew of the vessel and for five (5) DND personnel.
- 3.4.6 In the event of a medical incident involving DND personnel requiring immediate attention, DND will be fully responsible for providing necessary support as required.

### **3.5 Training Specific Requirements:**

- 3.5.1 The contractor must ensure that access is granted to the vessel during the contract period. This includes, but is not limited to unoccupied passenger cabins, hallways, bathrooms, various non-passenger areas as well as access to the outside deck areas.
- 3.5.2 During the contract period, the contractor must accept personnel scaling the external hull and walls of the vessel.
- 3.5.3 The contractor must:
  - 3.5.3.1 accept hostage rescue exercises onboard the vessel;



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- 3.5.3.2 accept the vessel being placed under actual air and sea surveillance;
  - 3.5.3.3 accept the vessel being boarded by military and RCMP personnel;
  - 3.5.3.4 accept the entire vessel being searched by military and RCMP personnel. Contractor must clearly articulate to DND if this is unacceptable before Contract Award;
  - 3.5.3.5 accept the use of simulated ammunition (sim- munition) being expended on board. All marks and remnants left by sim-munition firings shall be cleaned and removed by embarked military personnel;
  - 3.5.3.6 accept helicopter(s) to operate in very close proximity, including low hover. There shall be no landing or latching on to the vessel; and
  - 3.5.3.7 direct crew to wear safety vests or marker vests which indicate they are not personnel involved with the scenario.
  - 3.5.4 As a result of the exercises being performed, it may be necessary for the vessel to come to a complete stop. This requirement will be communicated to the vessel's commander or pilot in command.
  - 3.5.5 As a result of the exercises being performed, embarked military personnel will be required to communicate via VHF in order to simulate Maritime interactions with the vessel and a warship. Military personnel will require access to and use of ship's VHF radio in order to communicate exercise scripted responses.
  - 3.5.6 As a result of the exercises being performed, embarked military personnel may direct vessel to manoeuvre to various locations within the MARLOAS including the south eastern coast of Nova Scotia and southern coast of Newfoundland.
  - 3.5.7 As a result of the exercises being performed, embarked military personnel may direct the vessel to stream a marine mammal acoustic array.

#### 4. LOCATION

The vessel will meet timings on 06 September 2021 for embarking personnel in Halifax Harbour. The vessel shall be within the MARLOAS in the vicinity of the Task Group or in a position/patrol box specified by CCFL staff no later than 0500hrs on 07 September 2021 approximately 50-100nm south-east of Halifax Harbour. The RCN and allied nations participating in CF21 will conduct boarding training throughout the period of 07-17 September within the MARLOAS after which the vessel will return to Halifax Harbour no later than 17 September 2021. For the period of 07-17 September, general movements of the vessel will include simulating normal traffic patterns and movements of the region, conduct specified traffic patterns or movements as prescribed by CCFL staff, patrol a specific patrol area, or meet specified rendezvous (RV) points at specified times for exercise play. All seagoing movements during training will be coordinated by CCFL Staff and finalized in advance and agreed upon with the vessel commander and DND. Vessel must be willing to be adaptive and responsive to changing exercise conditions which may require minor departures from the plans of the exercise.

#### 5. VESSEL PERSONNEL

The Department of National Defence will assign a Liaison Officer to the ship's staff upon contract award date in order to coordinate all activities and respond to any safety concerns. The Captain of the vessel will remain in full control of the vessel and has final concurrence on all activities.

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## **6. 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.

## **7. COVID 19 MEASURES**

While the intent for Cutlass Fury is to reach 100% vaccination status, it is estimated that 90% of NATO members participating in Exercise Cutlass Fury will be fully vaccinated by the start of the exercise. Given the point prevalence in Nova Scotia remains low, Ships whose percentage of fully vaccinated individuals is greater than 85% will solely require their members to receive a negative covid test within 24 hours of embarking the ship. A second rapid test can be administered if necessary by the units at sea by onboard medical staff.

Contractors may not be 100% fully vaccinated, however, they are required to provide statistics as to the vaccination status of their crew NLT two weeks to the start of the service period. In addition, contractors will be required to answer a COVID-19 questionnaire. Similar to NATO participants, contractors will be required to provide proof of a negative PCR test within 24 hours of embarking the ship. During the exercise, crew members are expected to limit interactions with embarked DND and NATO members as much as possible. Contractors, DND and NATO members are expected to wear a non-medical mask while working in proximity with other staff and maintain two metres distance while onboard the vessel of interest.

## **8. OTHER CONDITIONS**

All persons aboard, inclusive of DND 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 DND if such action is deemed necessary for unserviceability, weather conditions or other conditions beyond the control of the vessel. A weather day rate will apply if the vessel cannot maintain full operational status due to weather or sea conditions while DND personnel remain on board.

## **9. 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. All damages or deficiencies must be identified in cooperation with a representative from the contractor on both the pre-occupancy and post-occupancy inspection reports to ensure appropriate damage or deficiencies are annotated. The pre-occupancy and post-occupancy reports will be signed by both parties to indicate agreement regarding identified items.

## **10. MARINE VESSEL SPECIFICATIONS**

Due to the timelines and distances involved, vessel unserviceability during the contract period would mean that not all training requirements would be met. Therefore the contractor must ensure that the vessel is sea-worthy and provided in good working condition. For the same reason, the vessel must also be capable and stocked with sufficient supplies to provide support without requiring fueling or resupplying during the contract period.

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## 11. BREAK DOWN PLAN

Upon contract award the contractor shall provide bi-weekly updates on the serviceability of the vessel. In the event the serviceability of the vessel is in question, the contractor shall have up to 14 days prior to the start of the contracting period to identify a suitable replacement vessel. If the contractor is unable to find a replacement and thus render services as laid out in this Statement of Requirement DND reserves the right to terminate the contract on the basis of a contract default.

In the event of a breakdown at sea: we will render assistance as per standard SAR response plans. It would be too late at that point for a replacement VOI, and we would likely designate one of the participating units to take over those duties. A pro-rated fee will be paid based off the number of days the services were rendered.

## ANNEX B

### BASIS OF PAYMENT

The Contractor will be paid in accordance with the following basis of payment for work performed and the deliverables received, pursuant to the contract.

**(To be completed by Bidder)**

Item	Category	Firm Daily Rate	Days	Total (HST Extra)
a	<b>Firm daily rate</b> for exclusive use of vessel from 6 September 2021 to 17 September 2021 (inclusive).	\$ _____	12	\$ _____
b	<b>Firm daily rate</b> for personnel meals and accommodations.	\$ _____	12	\$ _____
c	<b>Weather day rate</b> for adjustment purposes	\$ _____	2	\$ _____
d	<b>Total (items a + b + c) This is the price for evaluation:</b>			\$ _____

The daily rate includes all costs associated with crewing, fuel, lubricants, and all other costs related to the continued operation of the vessel including, but not limited to, berthing, pilotage fees and tug assistance. Also included are any costs associated for mobilization, demobilization and transit to and from the exercise area.

NOTE: In the event that the vessel is required to operate at a reduced level due to weather or sea conditions, the Weather day rate will be applied and a credit will be sought from the firm daily rate.

This table must be completed by the bidder and included with the bid in accordance with Part 3 of the Solicitation document.

## ANNEX C

### INSURANCE REQUIREMENTS

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

#### For 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*

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**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 to PART 3 OF THE BID SOLICITATION**

### **ELECTRONIC PAYMENT INSTRUMENTS**

*As indicated in Part 3, clause 3.1.1, the Bidder must identify which electronic payment instruments they are willing to accept for payment of invoices.*

The Bidder accepts any of the following Electronic Payment Instrument(s):

- ☐ VISA Acquisition Card;
- ☐ MasterCard Acquisition Card;
- ☐ Direct Deposit (Domestic and International);
- ☐ Electronic Data Interchange (EDI);
- ☐ Wire Transfer (International Only);

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## ANNEX E

### Non-Disclosure Agreement

I, \_\_\_\_\_, recognize that in the course of my work as an employee or subcontractor of \_\_\_\_\_, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. W0100-221975/001/HAL between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services and Department of National Defence, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Serial No. W0100-221975/001/HAL

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



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## **ANNEX F**

### **Bidder Questions and Canada Responses**

*Updated during the bid solicitation period*

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## **Appendix 1 to Annex A**

### **Contracted Food Services**

See attachment

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## **Appendix 2 to Annex A**

### **Portion Size Standard**

See attachment