



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

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

See herein for bid submission

instructions/

Voir la présente pour les

instructions sur la présentation

d une soumission

NA

British Columbia

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

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

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

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

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

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Public Works and Government Services Canada - Pacific
Region

401 - 1230 Government Street

Victoria, B. C.

V8W 3X4

| | |
|---|--|
| Title - Sujet Goldcrest&Tuna Mech Sys Maintenance | |
| Solicitation No. - N° de l'invitation W0103-228984/A | Date 2021-09-10 |
| Client Reference No. - N° de référence du client W0103-228984 | |
| GETS Reference No. - N° de référence de SEAG PW-\$XLV-594-8283 | |
| File No. - N° de dossier XLV-1-44035 (594) | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM Pacific Daylight Saving Time PDT on - le 2021-10-05 Heure Avancée du Pacifique HAP | |
| F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/> | |
| Address Enquiries to: - Adresser toutes questions à: Birtwistle, Tracy | Buyer Id - Id de l'acheteur xlv594 |
| Telephone No. - N° de téléphone (236) 464-0497 () | FAX No. - N° de FAX () - |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: National Defence Canada See herein | |

Instructions: See Herein

Instructions: Voir aux présentes

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

TABLE OF CONTENTS

| | |
|---|-----------|
| PART 1 - GENERAL INFORMATION | 3 |
| 1.1 INTRODUCTION..... | 3 |
| 1.2 SUMMARY | 3 |
| 1.3 DEBRIEFINGS | 3 |
| 1.4 CANADIAN CONTENT | 3 |
| 1.5 EPOST CONNECT SERVICE | 3 |
| PART 2 - BIDDER INSTRUCTIONS | 4 |
| 2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS..... | 4 |
| 2.2 SUBMISSION OF BIDS..... | 4 |
| 2.4 ENQUIRIES - BID SOLICITATION..... | 6 |
| 2.5 APPLICABLE LAWS - BID | 6 |
| 2.6 BID CHALLENGE AND RECOURSE MECHANISMS..... | 6 |
| PART 3 - BID PREPARATION INSTRUCTIONS..... | 7 |
| 3.1 BID PREPARATION INSTRUCTIONS | 7 |
| PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION | 8 |
| 4.1 EVALUATION PROCEDURES..... | 8 |
| 4.2 BASIS OF SELECTION – MANDATORY TECHNICAL CRITERIA | 9 |
| PART 5 – CERTIFICATIONS..... | 10 |
| 5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION | 11 |
| PART 6 - RESULTING CONTRACT CLAUSES | 12 |
| 6.1 STATEMENT OF WORK – CONTRACT | 12 |
| 6.2 STANDARD CLAUSES AND CONDITIONS..... | 14 |
| 6.3 SECURITY REQUIREMENT | 14 |
| 6.4 TERM OF CONTRACT | 14 |
| 6.5 AUTHORITIES | 14 |
| 6.7 PAYMENT | 15 |
| 6.9 CERTIFICATIONS - CONTRACT..... | 17 |
| 6.10 APPLICABLE LAWS - CONTRACT..... | 17 |
| 6.11 PRIORITY OF DOCUMENTS | 17 |
| 6.12 CANADIAN FORCES SITE REGULATIONS..... | 17 |
| 6.13 INSURANCE - REQUIREMENTS | 17 |
| ANNEX A | 18 |
| STATEMENT OF WORK..... | 18 |
| ANNEX B | 21 |
| BASIS OF PAYMENT | 21 |
| ANNEX C | 25 |
| INSURANCE REQUIREMENTS | 25 |
| ANNEX D | 29 |
| DND 626 – TASK AUTHORIZATION FORM..... | 29 |
| ANNEX E | 30 |

Solicitation No. - N° de l'invitation
W0103-228984/A
Client Ref. No. - N° de réf. du client
W0103-228984

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

Buyer ID - Id de l'acheteur
xlv594
CCC No./N° CCC - FMS No./N° VME

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|--|-----------|
| FINANCIAL BID PRESENTATION SHEET | 30 |
| ANNEX F | 32 |
| ELECTRONIC PAYMENT INSTRUMENTS | 32 |
| ANNEX G | 33 |
| INFORMATION REQUIRED FOR INTEGRITY PROVISIONS VERIFICATION | 33 |
| ANNEX H | 35 |
| BID PACKAGE CHECKLIST | 35 |

PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment, the Insurance Requirements, DND 626 – Task Authorization Form, Financial Bid Presentation Sheet, Electronic Payment Instruments, Integrity Verification – List of Directors, Bid Package Checklist and any other annexes.

1.2 Summary

The Department of National Defence (DND), Naval Fleet School Pacific (NFS(P)) has a requirement for maintenance planning and work for marine mechanical systems onboard Her Majesties Canadian Sail Training Vessels (HMCSTV) Goldcrest and Tuna.

The scope of the work includes the development of an Annual Maintenance Plan and servicing all marine mechanical systems of the HMCSTV Goldcrest and Tuna to bring both vessels to a ready state. Where possible this process must move these systems towards a common configuration.

The vessels are located at Canadian Force Base Esquimalt, Victoria, BC. Work will be done on an "as and when requested" basis as detailed in the Statement of Work attached as Annex A.

The period of the work is from date of contract award, 2021 to March 31, 2024.

1.2.1 Sourcing Strategy

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

1.2.2 Integrity Provisions

As per the Integrity Provisions under section 01 of Standard Instructions 2003 bidders must provide a list of all Owners and/or Directors and other associated information as required. Refer to <https://www.tpsgc-pwgsc.gc.ca/ci-if/bulletins/renseignements-information-eng.html> for additional information on the Integrity Provisions.

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 of 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 subject to a preference for Canadian goods and/or 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 the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the bid solicitation:

PWGSC Pacific Region Bid Receiving Unit

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

TPSGC.RPReceptiondessoumissions-PRBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

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

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

2.3 Former Public Servant – Competitive Bid

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "*former public servant*" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"*lump sum payment period*" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"*pension*" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes** () **No** ()

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** () **No** ()

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;

- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) working 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 - Bid

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **British Columbia**.

Bidder may, at its 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

The Bidder must submit its bid electronically in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

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

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

Bids transmitted by facsimile or hardcopy will not be accepted.

3.1.1 Section I: Technical Bid

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

3.1.1.1 Mandatory Tender Deliverable Check List

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

Refer to Annex H – Mandatory Deliverables Table H.1

3.1.2 Section II: Financial Bid

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

3.1.2.1 Exchange Rate Fluctuation

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

3.1.2.2 Electronic Payment of Invoices – Bid

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

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

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

3.1.3 Section III: Certification Requirements

Bidders must submit the certifications 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.
- b. An evaluation team composed of representatives of Canada will evaluate the bids.
- c. The evaluation team will determine if there are two (2) or more bids with a valid Canadian content certification with the bids coming from two or more Bidders that are not affiliated within the meaning used in the Competition Act, R.S.C., 1985, c. C-34. In that event, only those bids with a valid certification will be eligible to be awarded a contract; otherwise, all bids will be eligible. If at any point in the evaluation process it is found, whether by determination of invalidity of certifications, determination that bids are non-responsive or withdrawal of bids by Bidders, that there are no longer two (2) or more responsive bids with a valid certification, then all responsive bids will be eligible to be awarded a contract. Canada may conduct the validation of Canadian content certifications at any time in the evaluation process including doing so concurrently with other steps.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Evaluation Criteria

The Bidder **MUST** indicate if it **MEETS (YES)** or **DOES NOT MEET (NO)** each element in the table below.

The Bidder **MUST PROVIDE** documentation to demonstrate compliance with each Mandatory Technical Criteria in their Technical bid.

| No. | MANDATAORY TECHNICAL CRITERIA | Meet Criteria? (Yes/No) | Remarks/Reference to Proposal |
|------------|---|------------------------------------|--|
| M1 | Bidder's facility must be within 30 nautical miles from Naden small boats jetty. Bidder must provide: a) Name and address of their facility; and b) Distance of nautical miles between Small boats Jetty at CFB Esquimalt and the Bidder's facility. | | |
| M2 | Work must be performed by a Yanmar certified technician. The bidder must provide proof in their technical bid that their personnel/resources proposed to do the work have the required certification(s). | | |
| M3 | Bidder must provide proof they have performed a minimum of (2) projects that include the scope and description of the work described in Annex A, within 24 months of the Solicitation closing date. | | |
| M4 | Bidder must have access to a boat yard with haul out capability. Bidder must provide: a) Vender's haul out capability b) Access agreement to haul out facility | | |

4.1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars in accordance with **Annex E - Financial Evaluation Sheet**, Applicable Taxes are extra.

4.2 Basis of Selection – Mandatory Technical Criteria

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

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.

Refer to Annex H – Bid Package Checklist.

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.

5.1.2 Additional Certifications Required with the Bid

5.1.2.1 Canadian Content Certification

This procurement is conditionally limited to Canadian goods and Canadian services.

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

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

The Bidder certifies that:

() a minimum of 80 percent of the total bid price consist of Canadian goods and Canadian services as defined in paragraph 5 of clause [A3050T](#).

5.1.2.2 Canadian Content Definition

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

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications 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 comply with the request of the Contracting Authority and to provide the certifications within the time frame specified will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real 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, **if 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/canada/esdc-labour) 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. Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

5.2.4 Insurance Requirements

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

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

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Statement of Work – Contract

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

6.1.1 Task Authorization

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

6.1.1.1 Task Authorization Process

1. The Technical Authority will provide the Contractor with a description of the task using the DND 626, Task Authorization Form specified in **Annex D**.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis(bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Technical Authority, within two (2) calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Technical Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

6.1.1.2 Task Authorization Limit

The Technical Authority may authorize individual task authorizations up to a limit of **\$5,000.00**, Applicable Taxes included, inclusive of any revisions.

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

6.1.1.3 Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause,
"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means **\$10,000.00**.

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

6.1.1.4 Periodic Usage Reports - Contracts with Task Authorizations

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

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

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

The quarterly periods are defined as follows:

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

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

6.1.1.4.1 Reporting Requirement- Details

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

For each authorized task:

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

For all authorized tasks:

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

6.1.1.5 Task Authorization - Department of National Defence

The administration of the Task Authorization process will be carried out by the Base Logistics - Contracts Section. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

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

[2010C](#) (2020-05-28), General Conditions - Medium Complexity - Services, apply to and form part of the Contract.

6.3 Security Requirement

There is no security requirement applicable to this Contract.

6.4 Term of Contract

The period of the Contract is from date of contract award, to March 31, 2024.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Tracy Birtwistle
Supply Specialist
Public Works and Government Services Canada
Marine Acquisitions
Telephone: 236-464-0497
E-mail: Tracy.Birtwistle@pwgsc-tpsgc.gc.ca

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

6.5.2 Technical Authority

The Technical Authority for the Contract is:

| | |
|---------------|-----|
| Name: | TBD |
| Title: | TBD |
| Organization: | TBD |
| Address: | TBD |
| Telephone: | TBD |
| E-mail: | TBD |

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

6.5.3 Inspection Authority

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

The Inspection Authority may designate, and be represented by, an Inspector (TI), Quality Assurance Representative (QAR) or Designated Engineering Authority (DEA).

6.5.4 Contractor's Representative

The Contractor's Representative is:

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

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

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

6.7 Payment

6.7.1 Basis of Payment - Firm Unit Prices – Task Authorizations

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid the firm unit price(s) in accordance with the basis of payment, in Annex B, as specified in the authorized TA. Customs duties are included, and Applicable Taxes are extra.

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

6.7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ _____. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.

3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.7.3 Multiple Payments

Canada will pay the Contractor upon completion and delivery of units 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 Time Verification

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

6.7.5 Electronic Payment of Invoices – Contract (if applicable)

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

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

6.8 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.

Invoice is to be made out to:

TBD

Electronic invoice is to be sent for verification to:

PAC.MARINE@pwgsc-tpsgc.gc.ca

Attention: Tracy Birtwistle

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

6.9 Certifications - Contract

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 associated information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.9.2 Canadian Content certification (if applicable)

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

6.10 Applicable Laws - Contract

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

6.11 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a. the Articles of Agreement;
- b. the General Conditions [2010C](#) (2020-05-28), Medium Complexity - Services;
- c. Annex A, Statement of Work;
- d. Annex B, Basis of Payment;
- e. Annex C, Insurance Requirements;
- f. Annex D, Task Authorization DND 626;
- g. the signed Task Authorizations (including all of its annexes, if any);
- h. the Contractor's bid dated _____.

6.12 Canadian Forces Site Regulations

The Contractor must comply with all standing orders or other regulations, instructions and directives in force on the site where the Work is performed.

6.13 Insurance - Requirements

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

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

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

ANNEX A

STATEMENT OF WORK

1. TITLE

Sail Training vessels– Marine Mechanical Maintenance Contract

2. PURPOSE

The Department of National Defence (DND), Naval Fleet School Pacific (NFS(P)) has a requirement for maintenance planning and work for marine mechanical systems onboard Her Majesties Canadian Sail Training Vessels (HMCSTV) Goldcrest and Tuna.

3. BACKGROUND

HMCSTV Goldcrest and Tuna are CS 36 sailboats commissioned in 1985 and used by the Royal Canadian Navy for sail training and public relations events. Last year Goldcrest logged 300 hours on the auxiliary diesel engine. This will be typical of the annual use rate for these vessels, with the majority of these hours occurring between May and September.

Naval Fleet School Pacific's (NFS(P)) Campus Support Division's Maintenance cell (CSup-Maint) is the authority responsible for maintenance of HMCSTV Goldcrest and Tuna.

4. TERMINOLOGY

- 4.1.** Routine Maintenance: Manufacturers, or best practice recommended maintenance that must be scheduled at regular intervals to maintain good order and operations. It is based on either hours of operation or calendar time.
- 4.2.** Preventive Maintenance: Maintenance conducted in order to prevent future damage or problems.
- 4.3.** Planned Maintenance: Maintenance that is forecasted and scheduled.
- 4.4.** Corrective Maintenance: Maintenance carried out to correct a defect or equipment failure.
- 4.5.** Short Work Period (SWP): A week-long period when the vessels are undergoing maintenance at home port. There are typically four SWP per year (April, June, September, and November). These work periods are scheduled as part of the Naval Fleet School's annual sailing operations schedule.
- 4.6.** Away Work Period (AWP): A work period conducted away from home port at the Contractor's Facility. These work periods are scheduled as part of the Naval Fleet School's annual sailing operations schedule.
- 4.7.** Commissioning Work Period (CWP): A two to three week annual work period at the beginning of the season, in February, when annual certifications are renewed and updated. The initial work required under the Contract will be completed during the CWP at the Small Boats Jetty at Naden, CFB Esquimalt.

5. REQUIREMENTS

The scope of the work includes the development of an Annual Maintenance Plan and servicing all marine mechanical systems of the HMCSTV Goldcrest and Tuna to bring both vessels to a ready state. Where possible this process must move these systems towards a common configuration. The two engines that require maintenance are as follows:

Goldcrest: Yanmar 3YM30 Diesel Engine (Serial Number E19701, engine hours 450)

Tuna: Yanmar 3YM30 Diesel Engine (Serial Number E13930, engine hours 100)

The Parts and services required for each engine include but are not limited to:

- a) Lube oils, filters,
- b) Steering gear and rudder stuffing box,
- c) Transmission, shaft, stuffing box, oil and filters,
- d) Belts and impellers,
- e) Fresh, grey and black water pumps, systems and heads, through-hulls and valves, bilge pumps
- f) All hoses and clamps,
- g) Fuel system, injectors, filters, pumps, all fuel lines (including propane),
- h) DC Electrical system,
- i) AC Electrical system, and
- j) Batteries and charging/inverting systems
- k) Outboard motor to the tender

The parts provided must be new, and OEM (Original Equipment Manufacturer) whenever possible.

6. TASKS

The services required from the Contractor will comprise of Known work (fixed price) and As-and-when-required Tasks (unit rated) as described below and listed in Annex B. The Contractor must supply all labour, personal protective equipment (PPE), and equipment required to carry out the described tasks.

6.1. Known work

6.1.1. Complete the following maintenance work on HMCSTV Goldcrest and Tuna during the initial CWP (planned for February/March annually):

- a) All annual routine maintenance;
- b) Deep cleaning of the bilge and engine room;
- c) Testing of all systems within the scope of the contract;

6.1.2. Inspect both HMCSTV Goldcrest and Tuna, at the Small Boats Jetty Naden, CFB Esquimalt, to gather data to complete the Annual Maintenance Plans and Corrective Maintenance Lists. The inspection must take place within 2 weeks from contract award, and Inspection time is to be coordinated with the Technical Authority.

6.1.3. Develop a detailed Annual Routine Maintenance Plan for HMCSTV Goldcrest and a detailed Annual Routine Maintenance Plan for HMCSTV Tuna. These plans will be developed from data gathered during the inspection (Task 6.2) and recommended maintenance routines and must be itemized into two or three annual SWPs and are due on February 28 annually.

6.1.4. All documents and/or reports must be in a Microsoft application such as Word or Excel.

6.1.5. Maintenance for equipment without recommended maintenance routines, will be to the best practice standards, ABYC recommended configurations or World Sailing Category 2 Monohull SER standards.

6.1.6. Develop a Corrective Maintenance List required for HMCSTV Goldcrest and a Corrective Maintenance List required for HMCSTV Tuna with information gathered from the initial inspection (Tasks 6.1.2). Prioritize the Corrective Maintenance Lists to identify work to be completed during the initial CWP and future SWPs. Where possible, repairs to HMCSTV Goldcrest and Tuna must be completed with the plan to move the marine mechanical systems towards a common configuration. Corrective maintenance will be prioritized as:

- a) Work affecting certification and manufacturer's recommended maintenance
- b) Work affecting safety
- c) Work affecting operations
- d) Work to bring vessels to a common configuration

6.1.7. These documents must be in a Microsoft application such as Word or Excel.

6.1.8. Update ships' maintenance logbook detailing the date and maintenance as it is performed, in a matter consistent with previous entries in the logbook. These Logbooks will be provided by the TA (Technical Authority).

6.1.9. Recommendations for preventive maintenance before and after each work period. To be provided in an email format.

6.1.10. Liaise with the Technical Authority to schedule periodic and routine maintenance at regular intervals during scheduled short work periods

6.1.11. Provide for and execute an inspection visit during each of the scheduled short work periods whether maintenance is planned or not.

6.2. As-and-When-required Tasks

6.2.1 Any work required on the systems listed in section 5, outside of the CWP, will be completed using the task authorization process. This work will be completed during a SWP unless it is preventing the use of the vessel for training in which case it will be completed at the earliest opportunity by the contractor.

7. CONSTRAINTS

7.1. Maintenance work must be completed at the Small Boat Jetties at CFB Esquimalt Naden or at the Canadian Forces Sailing Association. Docked Work Periods will occur at Canadian Forces Sailing Association. Both locations are within Victoria, British Columbia.

7.2. For an Away Work Period (AWP), the vessels will be delivered to the Contractor's boatyard, if the boatyard is within 30 nautical miles of CFB Esquimalt, Naden Small boats jetty; the Contractor is responsible for all berthing arrangements and cost.

7.3. Travel to and from CFB Esquimalt will be at Contractor expense.

7.4. The contractor is responsible to research, and follow all manufacturers recommended maintenance routines.

7.5. Work on Yanmar engines must be completed by a Yanmar certified technician. Proof of certification will be required upon request.

ANNEX B BASIS OF PAYMENT

Note to Bidders: Annex B is provided for sample purposes and should not be filled in with pricing information. The Bidder must provide their pricing in Annex E, Financial Bid Presentation Sheet and submit the completed Annex E with their financial bid.

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

All work requirements under this Contract will be fulfilled through the issuance of Task Authorizations.

B.1 Contract Price

The following prices apply to all work as described in section 6 of Annex A, Statement of Work, and include as fees to perform the work.

| Item | Task | Quantity | Unit Cost | Extended Price |
|------|---|----------|-----------|----------------|
| 1. | Commissioning work period for HMCSTV Goldcrest as detailed in Task 6.1.1 of Annex A. Required annually over 3-year contract. Firm date(s) to be agreed upon by DND and contractor | 3 | \$ _____ | \$ _____ |
| 2. | Commissioning work period for HMCSTV Tuna as detailed in Task 6.1.1 of Annex A. Required annually over 3-year contract. Firm date to be agreed upon by DND and contractor | 3 | \$ _____ | \$ _____ |
| 3. | Annual Maintenance Plan for HMCSTV TUNA as detailed in Task 6.12 to 6.15 of Annex A. Required annually over 3-year contract. Each annual maintenance plan is due on: February 28, 2022, February 28, 2023, and February 28, 2024 | 3 | \$ _____ | \$ _____ |
| 4. | Annual Maintenance Plan for HMCSTV GOLDCREST as detailed in Task 6.12 to 6.15 of Annex A. Required annually over 3-year contract. Each annual maintenance plan is due on: February 28, 2022, February 28, 2023, and February 28, 2024 | 3 | \$ _____ | \$ _____ |

| | | | | |
|--|---|---|----------|----------|
| 5. | Corrective Maintenance List for HMCSTV TUNA as detailed in Task 6.1.6 to 6.1.11 to of Annex A. Required annually over 3-year contract. Each corrective maintenance plan is due on: February 28, 2022, February 28, 2023, and February 28, 2024 | 3 | \$ _____ | \$ _____ |
| 6. | Corrective Maintenance List for HMCSTV GOLDCREST as detailed in Task 6.1.6 to 6.1.11 of Annex A. Required annually over 3-year contract. Each corrective maintenance plan is due on: February 28, 2022, February 28, 2023, and February 28, 2024 | 3 | \$ _____ | \$ _____ |
| Firm Price GST/HST Excluded [1 to 6]: For a FIRM PRICE of (\$CAD): | | | | \$ _____ |

B.2 Additional Repair / Maintenance Work

B.2.1 General

B.2.1.1 Price Breakdown

The Contractor must, upon request, provide a price breakdown for all work, by specific activities with trades, person-hours, material, subcontracts and services.

B.2.1.2 Pro-rated Prices

Hours and prices for unscheduled work will be based on comparable historical data applicable to similar work at the same facility or will be determined by pro-rating the quoted work costs in the Contract when in similar areas of the vessel.

B.2.1.3 Payment for Work

The Contractor will be paid for additional work, as authorized by Canada on task authorizations. The authorized work will be calculated as follows:

Number of hours (to be negotiated) X the rates indicated in section B2.2,

being the Contractor's firm hourly charge-out labour rate which includes overhead and profit, plus net laid-down cost of materials to which will be added a mark-up of 10 percent, plus Goods and Services Tax or Harmonized Sales Tax, if applicable, calculated at 5% percent of the total cost of material and labour. The firm hourly charge-out labour rate and the material mark-up will remain firm for the term of the Contract and any subsequent amendments.

B.2.1.4 Notwithstanding definitions or usage elsewhere in this document, or in the Contractor's Cost Management System, when negotiating *Hours* for work, PWGSC will consider only those hours of labour directly involved in the production of the subject work package. Elements of *Related Labour Costs* identified in B2.2, will not be negotiated, but will be compensated for in accordance with B2.2.

B.2.1.5 Allowance for *Related Labour Costs* such as: Management, Direct Supervision, Purchasing and Material Handling, Quality Assurance and Reporting, First Aid, Gas Free Inspecting and Reporting, and Estimating will be included as *Overhead* for the purposes of determining the *Charge-out Labour Rate* set out in clause B2.

B.2.1.6 The 10% mark-up rate for materials will also apply to subcontracted costs. The mark-up rate includes any allowance for material and subcontract management not allowed for in the Chargeout Labour Rate. The Contractor will not be entitled to a separate labour component for the purchase and handling of materials or subcontract administration.

B.2.1.7 Overtime

The Contractor must not perform any overtime under the Contract unless authorized in advance and in writing by the Contracting Authority. Any request for payment must be accompanied by a copy of the overtime authorization and a report containing the details of the overtime performed pursuant to the written authorization.

Payment for authorized overtime will be calculated using the rates stated in section B2.2.

The above premiums will be calculated by taking the average hourly direct labour rate premiums, plus certified fringe benefit, plus profit of 7.5 percent on labour premium and fringe benefits. These rates will remain firm for the duration of the Contract, including all amendments and are subject to audit if considered necessary by Canada.

B2.1.8 Storage Fees

Storage Fees are defined as a rate per day to keep the vessel at the contractor's facility. This rate is applicable whether alongside or in a Contractor's storage facility. Payment of Storage Fees will only be considered if the Vessel maintenance / repairs are delayed for reasons that are out of the Contractor's control. Storage fees will only be paid if agreed on by Canada, in advance, and will be administered by Task Authorization.

B2.2 Additional Repair / Maintenance Rates

The following rates shall apply to all additional repair / maintenance work that falls outside the scope of the fixed work priced in section B1.

B2.2.1 Contract

A. Additional Repair / Maintenance Work – On-site Maintenance at CFB Esquimalt

| Item | Description | Charge out rate per hour |
|--|---|-----------------------------|
| 1. General Labour Rate: This rate applies to work described in section 6.2 of Annex A, Statement of Work | | |
| 1.1 | Straight time | \$ ____XX____ |
| 1.2 | Overtime (Time & 1/2) | \$ ____XX____ |
| Item | Description | Rate per day |
| 2. | Firm Daily Travel Rate, including all costs of transportation, food and accommodation. If not applicable, state \$ 0 | \$ ____XX____ |

B. Additional Repair / Maintenance Work – On-site Maintenance at the Contractor's Facility

| Item | Description | Charge out rate per hour |
|--|--|-----------------------------|
| 1. General Labour Rate: This rate applies to work described in section 6.2 of Annex A, Statement of Work | | |
| 1.1 | Straight time | \$ ____XX____ |
| 1.2 | Overtime (Time & 1/2) | \$ ____XX____ |
| Item | Description | |
| 2. | Round Trip Transportation of Vessel to Contractor's facility. If not applicable, state \$ 0 | \$ ____XX____ |
| Item | Description | Rate per day |
| 3. | Storage Fee If not applicable, state \$ 0 | \$ ____XX____ |

ANNEX C

INSURANCE REQUIREMENTS

C-1 Commercial General Liability

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$5,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - n. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
 - o. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
 - p. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

C2. Environmental Impairment Liability Insurance

1. The Contractor must obtain Contractor's Pollution 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 \$1,000,000 per accident or occurrence and in the annual aggregate.
2. 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.
3. The Contractor's Pollution Liability 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) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - c) Separation of Insureds: 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.
 - d) 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.
 - e) Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.

- f) Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

C-3 Marine Liability Insurance

1. The Contractor must obtain Protection & Indemnity (P&I) insurance that must include excess collision liability and pollution liability. The insurance must be placed with a member of the International Group of Protection and Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the [Marine Liability Act](#), S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by Worker's Compensation as detailed in paragraph (2.) below.
2. The Contractor must obtain Worker's Compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the Territory or Province or state of nationality, domicile, employment, having jurisdiction over such employees. If the Contractor is assessed any additional levy, extra assessment or super-assessment by a Worker's Compensation Board, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.
3. The Protection and Indemnity insurance policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Department of National Defence and Public Works and

Government Services Canada for any and all loss of or damage to the watercraft however caused.

- c. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
- d. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- e. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

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

For other provinces and territories, send to:

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

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

Solicitation No. - N° de l'invitation
W0103-228984/A
Client Ref. No. - N° de réf. du client
W0103-228984

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

Buyer ID - Id de l'acheteur
xlv594
CCC No./N° CCC - FMS No./N° VME

ANNEX D
DND 626 – TASK AUTHORIZATION FORM

A copy of the DND 626 – Task Authorization Form is available upon request of the Contracting Authority.

ANNEX E

FINANCIAL BID PRESENTATION SHEET

E1 Pricing for Contract

Price For Evaluation Only (All Taxes Excluded).

| Item | Task | Quantity | Unit Cost | Extended Price |
|---|--|----------|-----------|----------------|
| 1. | Commissioning work period for HMCSTV Goldcrest as detailed in Task 6.1.1 of Annex A. Required annually over 3-year contract. Firm date(s) to be agreed upon by DND and contractor | 3 | \$ _____ | \$ _____ |
| 2. | Commissioning work period for HMCSTV Tuna as detailed in Task 6.1.1 of Annex A. Required annually over 3-year contract. Firm date to be agreed upon by DND and contractor | 3 | \$ _____ | \$ _____ |
| 3. | Annual Maintenance Plan for HMCSTV TUNA as detailed in Task 6.12 to 6.15 of Annex A. Required annually over 3-year contract. Each annual maintenance plan is due on: February 28, 2022, February 28, 2023, and February 28, 2024 | 3 | \$ _____ | \$ _____ |
| 4. | Annual Maintenance Plan for HMCSTV GOLDCREST as detailed in Task 6.12 to 6.15 of Annex A. Required annually over 3-year contract. Each annual maintenance plan is due on: February 28, 2022, February 28, 2023, and February 28, 2024 | 3 | \$ _____ | \$ _____ |
| 5. | Corrective Maintenance List for HMCSTV TUNA as detailed in Task 6.1.6 to 6.1.11 of Annex A. Required annually over 3-year contract. Each corrective maintenance plan is due on: February 28, 2022, February 28, 2023, and February 28, 2024 | 3 | \$ _____ | \$ _____ |
| 6. | Corrective Maintenance List for HMCSTV GOLDCREST as detailed in Task 6.1.6 to 6.1.11 of Annex A. Required annually over 3-year contract. Each corrective maintenance plan is due on: February 28, 2022, February 28, 2023, and February 28, 2024 | 3 | \$ _____ | \$ _____ |
| TOTAL ESTIMATED PROCE GST/HST Excluded [1 to 6]: For a FIRM PRICE of (\$CAD): | | | | \$ _____ |

E1.2 Additional Repair / Maintenance Work – On-site Maintenance at CFB Esquimalt

| Item | Description | Charge out rate per hour | Estimated Number of hours | Extended Price |
|--|---|--------------------------|---------------------------|----------------|
| 1. General Labour Rate: This rate applies to work described in section 6.2 of Annex A, Statement of Work | | | | |
| 1.1 | Straight time | \$ _____ | 180 | \$ _____ |
| 1.2 | Overtime (Time & 1/2) | \$ _____ | 60 | \$ _____ |
| Item | Description | | Estimated Quantity | Extended Price |
| 2. | Firm Daily Travel Rate, including all costs of transportation, food and accommodation. If not applicable, state \$ 0 | \$ _____ | 20 days | \$ _____ |
| Item | Description | Rate per day | No. of Days | |
| E1.2 | Aggregate Items 1-2 TOTAL ESTIMATED PRICE GST /HST Excluded | | | \$ _____ |

E1.3 Additional Repair / Maintenance Work – On-site Maintenance at the Contractor's Facility

| Item | Description | Charge out rate per hour | Estimated Number of hours | Extended Price |
|--|--|--------------------------|---------------------------|----------------|
| 1. General Labour Rate: This rate applies to work described in section 6.2 of Annex A, Statement of Work | | | | |
| 1.1 | Straight time | \$ _____ | 80 | \$ _____ |
| 1.2 | Overtime (Time & 1/2) | \$ _____ | 5 | \$ _____ |
| Item | Description | | Estimated Quantity | Extended Price |
| 2. | Round Trip Transportation of Vessel to Contractor's facility. If not applicable, state \$ 0 | \$ _____ | 2 | \$ _____ |
| Item | Description | Rate per day | No. of Days | |
| 3. | Storage Fee If not applicable, state \$ 0 | \$ _____ | 14 | \$ _____ |
| E1.3 | Aggregate Items 1-3 TOTAL ESTIMATED PRICE (GST /HST Excluded) | | | \$ _____ |

Evaluated Total – Contract

| E1.1 | E1.2 | E1.3 | Evaluated Total |
|----------|----------|----------|-----------------|
| \$ _____ | \$ _____ | \$ _____ | \$ _____ |

ANNEX F
ELECTRONIC PAYMENT INSTRUMENTS

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

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

ANNEX G

INFORMATION REQUIRED FOR INTEGRITY PROVISIONS VERIFICATION

Canada requests bidder to fill out and submit the following form:

List of names for integrity verification form

Requirements

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

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

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

Supplier Information

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

List of Names

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

Declaration

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

| |
|--|
| |
|--|

Signature

Please include with your bid or offer.

ANNEX H

BID PACKAGE CHECKLIST

H1.1 Mandatory Tender Deliverable Check List

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

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

| No | Reference to Solicitation | Description | Condition | Document provided | Reference to Bid (Section, Page no., etc.) |
|----|--------------------------------------|---|------------------------|--------------------------|--|
| 1 | Part 2 Article 2.3 | Former Public Servant, section completed | Mandatory with the bid | <input type="checkbox"/> | |
| 2 | Part 3 Article 3.1.1 | Section I: Technical Bid | Mandatory with the bid | <input type="checkbox"/> | |
| 3 | Part 3, Article 3.1.2, Annex E | Section II: Financial Bid Financial Bid Presentation Sheet, Completed | Mandatory with the bid | <input type="checkbox"/> | |
| 4 | Part 5 Article 5.1.2.1 | Canadian Content Certification, completed | Mandatory with the bid | <input type="checkbox"/> | |

H1.2 Supporting Deliverable Requirements

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

| No | Reference to Solicitation | Description | Condition | Document provided | Reference to Bid (Section, Page no., etc.) |
|----|------------------------------------|--|-------------------------------|--------------------------|--|
| 1 | Front page | <u>Request for Proposal</u> document part 1 page 1 completed and signed; | 48 hrs. of written request | <input type="checkbox"/> | |
| 2 | Part 5 Article 5.2.1 Annex G | Integrity Provisions – Required Documentation | 48 hrs. of written request | <input type="checkbox"/> | |
| 3 | Part 5 Article 5.2.4 | Insurance Requirements – Letter or Certificate of Insurance | 48 hrs. of written request | <input type="checkbox"/> | |
| 4 | Part 6 Article 6.5.3 | Contractor's Representatives, table completed | 48 hrs. of written request | <input type="checkbox"/> | |