



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
Ontario

**SOLICITATION AMENDMENT
MODIFICATION DE L'INVITATION**

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

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

Comments - Commentaires

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

Issuing Office - Bureau de distribution
Public Works and Government Services / Travaux
publics et services gouvernementaux
Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3

Title - Sujet Vital Archer 23	
Solicitation No. - N° de l'invitation W6399-22CW01/A	Amendment No. - N° modif. 001
Client Reference No. - N° de référence du client W6399-22-CW01	Date 2022-08-30
GETS Reference No. - N° de référence de SEAG PW-\$KIN-519-8686	
File No. - N° de dossier KIN-2-58027 (519)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2022-09-09 Heure Avancée de l'Est HAE	
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes	
Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Choquette, Herb	Buyer Id - Id de l'acheteur kin519
Telephone No. - N° de téléphone (613) 449-8446 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Department of National Defence, Ottawa, ON	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée	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

Bidders' Questions and Responses from Canada

Question 1: The SOW for CAT 4, states a minimum of 12 Additional Births, what is the maximum? (As this will become apparent with different vessel licensing requirements)

Response 1: The maximum number of births that could be required is estimated at 15.

Question 2: What is the maximum Additional personnel requirements on board from a provisioning stand point?

Response 2: The maximum Additional personnel requirements on board from a provisioning stand point is estimated at 15.

Question 3: What are the insurance requirements for the Vessels?

Response 3: Please refer to the additional insurance requirements added to Annex "C" in this amendment.

Question 4: At any stage will the CH 146 be secured to the deck? Or will it be for insertion and extraction only?

Response 4: We are only expecting insert/extract

Question 5: The requirements in the SOW of CAT 4 states

"provision of SMEs onboard for vessel interface and coordination with EXCON; coordinating effects and vessel movements with other exercise maritime and aviation assets."

"Planning support, development and delivery resources for Maritime Exercise Effects under the following themes ; Maritime Domain awareness, C4ISR, Maritime interdiction, Vessel lease and transit.

Will these SMEs be required in the planning phases of the exercise outside of the 10 day charter window? And if so, where are we to price their labor rates?

Response 5: There may be a requirement for some planning outside of the 10 day operating window, but it would be a very limited in duration. We estimate would no more than 5 days total. The existing pricing for resources should be adequate unless a bidder is going to propose another type of resource for this purpose. If so please do so before the closing date so the basis of pricing can be amended.

Question 6: Is there a requirement for additional vessels to be chartered throughout the exercise period? (Bullet 2, Category 4: Marine Exercise Effects page 30)

Response 6: We are expecting all other vessels to be provided by Government of Canada departments.

Question 7: Are there notes/summaries from the initial planning conference that occurred in July 2022 as not all vendors may have participated?

Response 7: No Supply Arrangement Holders participated in the initial planning conference that occurred in July 2022. **The notes will not be released until the contract is awarded as they contain sensitive information.**

Question 8: What are the dates or at least expected quantity of days for the following in reference to Category 4 :

1. Main Planning Conference (October 2022)
2. Final Planning Conference (March 2023)
3. Master Events Scripting List Conference (April 2023)
4. Execution / delivery (June 2023)
5. Verification and validation AAR (Sept – Nov 2023)

Response 8: **The exact dates and durations have not be confirmed yet.**

ANNEX "C", INSURANCE REQUIREMENTS OF CONTRACT

Insert:

Marine liability insurance

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.

1. 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.
1. The protection and indemnity insurance policy must include the following:
 1. Additional named insured: Canada is added as an additional named insured, but only with respect to liability arising out of the performance of the Contract.
 2. 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.
 1. 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.
 1. 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.
 1. Litigation rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), R.S.C. 1985, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

Marine Hull Insurance

1. The Contractor must obtain Hull & Machinery insurance covering the watercraft, its equipment and appurtenances, and maintain it in force for the duration of the contract for an amount of not less than the agreed value of the watercraft as described below. Coverage must conform to the American Institute Hull Clauses (June 2, 1977) or an agreed equivalent.
(Contracting officers must insert the type of watercraft (make and model) and the value to be insured)
Watercraft Agreed Value
1. The policy must include the following endorsements:
 1. 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.
 1. 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.