

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions**
Travaux publics et Services gouvernementaux
Canada
Pacific Region
401 - 1230 Government Street
Victoria, B.C.
V8W 2Z4
Bid Fax: (250) 363-3344

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

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

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

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

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

Comments - Commentaires

Title - Sujet DOMINION I - Pollution Mitigation	
Solicitation No. - N° de l'invitation F1802-120005/A	Date 2013-02-18
Client Reference No. - N° de référence du client F1802-120005	
GETS Reference No. - N° de référence de SEAG PW-\$XLV-151-6186	
File No. - N° de dossier XLV-2-35119 (151)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-03-14	Time Zone Fuseau horaire Pacific Standard Time PST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Anstey, Gregory	Buyer Id - Id de l'acheteur xlvl51
Telephone No. - N° de téléphone (250) 363-0088 ()	FAX No. - N° de FAX (250) 363-3960
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF FISHERIES AND OCEANS SEE HEREIN	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

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

Issuing Office - Bureau de distribution

Public Works and Government Services Canada - Pacific
Region
401 - 1230 Government Street
Victoria, B. C.
V8W 2Z4

Delivery Required - Livraison exigée See Herein	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


<div>  <div> <div>Public Works and Government Services</div> <div>Canada</div> </div> </div>		Travaux publics et Services gouvernementaux Canada		Document No.F1802-120005/A		Part - Partie 1 of - de 2		See Part 2 for Clauses and Conditions Voir Partie 2 pour Clauses et Conditions	
Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM		Del. Offered Liv. offerte	Delivery Req. Livraison Req.
1	DOMINION I - VESSEL DISPOSAL	F1802	F1802	1	LOT	\$	XXXXXXXXXXXX		See Herein

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

- 1-1 Introduction
- 1-2 Summary
- 1-3 Debriefings

PART 2 - BIDDER INSTRUCTIONS

- 2-1 Standard Instructions, Clauses and Conditions
- 2-2 Submission of Bids
- 2-3 Enquiries - Bid Solicitation
- 2-4 Applicable Laws
- 2-5 Bidders' Conference
- 2-6 Mandatory Site Visit - Vessel

PART 3 - BID PREPARATION INSTRUCTIONS

- 3-1 Bid Preparation Instructions
- 3-2 Tables of Bid Deliverables

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

- 4-1 Evaluation Procedures
- 4-2 Basis of Selection
- 4-3 Public Bid Opening

PART 5 - CERTIFICATIONS

- 5-1 Certifications
- 5-2 Mandatory Certifications Required Precedent to Contract Award
- 5-3 Additional Certifications Precedent to Contract Award

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

- 6-1 **NOT USED** - Security requirement
- 6-2 Financial Capability
- 6-3 Workers' Compensation Certification - Letter of Good Standing
- 6-4 Welding Certification
- 6-5 Valid Labour Agreement
- 6-6 Safety Measures For Fueling and Disembarking Fuel
- 6-7 Environmental Protection
- 6-8 Insurance Requirements
- 6-9 List of Proposed Subcontractors

PART 7 - RESULTING CONTRACT CLAUSES

- 1 Statement of Work
- 2 Standard Clauses and Conditions
- 3 **NOT USED** - Security Requirement
- 4 Work Period - Marine
- 5 Authorities
- 6 Payment
- 7 Invoicing Instructions
- 8 Certifications
- 9 Applicable Laws
- 10 Priority of Documents
- 11 **NOT USED** - Defence Contract
- 12 Insurance Requirements/Limitation of Liability
- 13 Procedures for Design Change or Additional Work
- 14 Sub-contract and Sub-contractor List
- 15 Trade Qualifications
- 16 Welding Certification
- 17 Environmental Protection
- 18 Supervision of Fueling and Disembarking Fuel
- 19 Vessel Unmanned Refit
- 20 Meetings
- 21 Licensing
- 22 Hazardous Waste
- 23 Scrap and Waste Material
- 24 Stability
- 25 Workers Compensation

LIST OF ANNEXES:

Annex A	Statement of Work
Annex B	Evaluation Price/Basis of Payment
Annex C	Insurance Requirements
Appendix 1 to Annex C	Acceptance Certificate - Assumption of Custody of Vessel by Contractor
Appendix 2 to Annex C	Acceptance Certificate - Resumption of Custody of Vessel By The Client Department

PART 1 - GENERAL INFORMATION

1-1 Introduction

The bid solicitation and resulting contract document is divided into seven parts plus 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 and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of 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 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 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 and other annexes.

1-2 Summary

1. The Statement of work is as follows:

- a. Provide goods and services applicable to pollution risk mitigation respecting the vessel "Dominion 1" for the DFO-CCG Environmental Response in accordance with the Statement of Work attached at Annex A and the Pricing Data Sheet attached at Annex B.
- b. To carry out any approved unscheduled work not covered in paragraph a. above.

2. Work Period - Marine

Work must commence and be completed as follows:

Commence: 25 March 2013;

Complete: 26 April 2013.

By submitting a bid, the Bidder certifies that they have sufficient material and human resources allocated or available and that the above work period is adequate to both complete the known work and absorb a reasonable amount of unscheduled work..

3. Code of Conduct

Pursuant to section 01 of Standard Instructions 2003 and 2004, Bidders must submit a complete list of names of all individuals who are currently directors of the Bidder. Furthermore, as determined by the Special Investigations Directorate, Departmental

Oversight Branch, each individual named on the list may be requested to complete a Consent to a Criminal Record Verification form and related documentation.

4. Bidder Capabilities

Bidders will be required to supply with their bid:

- (a) Details of Bidder capabilities, how they will comply with mandatory requirements and how they will deliver any other requested goods and services.
- (b) Details of environmental emergency response plans and waste management procedures
- (c) Details of formal environmental training completed by employees

5. Sourcing Strategy

The sourcing strategy related to this procurement will be limited to suppliers in Canada, in accordance with the Shipbuilding Procurement Policy (19/12/96) subject to the Agreement on Internal Trade (AIT). This procurement is exempt from NAFTA [see Chapter 10, Annex 1001.2b, paragraph 1 (a)] and from the WTO-AGP (see Annex 4).

1-3 Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation. 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.

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>) 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 2012-11-19 Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2-2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

2-3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than three (3) 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

2-4 Applicable Laws

1. Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in British Columbia. _____.
2. 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.

2-5 Bidders' Conference

A bidders' conference will be held at the Cowichan Bay Terminal, Cowichan Bay, BC., on 4 March, 2013. The conference will begin at 10:00 hrs alongside the vessel. The scope of the requirement outlined in the bid solicitation will be reviewed during the conference and questions will be answered. It is recommended that bidders who intend to submit a bid attend or send a representative.

Bidders are requested to communicate with the Contracting Authority before the conference to confirm attendance. Bidders should provide, in writing, to the Contracting Authority, the names of the person(s) who will be attending and a list of issues they wish to table at least twenty-four (24) hours before the scheduled conference.

Any clarifications or changes to the bid solicitation resulting from the bidders' conference will be included as an amendment to the bid solicitation. Bidders who do not attend will not be precluded from submitting a bid.

2-6 Mandatory Site Visit - Vessel

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for site visit to be held on 4 March, 2013 beginning at 10:30 AM, at the Cowichan Bay Terminal, Cowichan Bay, BC.

Bidders must communicate with the Contracting Authority no later than twenty-four (24) hours before the scheduled visit to confirm attendance and provide the names of the person(s) who will attend. Bidders will be required to sign an attendance form. Bidders should confirm in their bids that they have attended the site visit. Bidders who do not attend or send a representative will not be given an alternative appointment and their bids will be rejected as non-compliant. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

PART 3 - BID PREPARATION INSTRUCTIONS

3-1 Bid Preparation Instructions

3-1.1 Canada requests that bidders provide their bid in separately bound sections as follows:

- Section I: Technical Bid (1 copy)
Section II: Financial Bid (1 copy)
Section III: Certifications (1 copy)

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

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

Canada requests that bidders follow the format instructions described below in the preparation of 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

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-politique-eng.html>).

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

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.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Pricing Data Sheet identified in Article B4.

Section III: Certification Requirements

Bidders must submit the certifications required under Part 5.

3-2 Tables of Bid Deliverables

3-2.1 Mandatory Bid Deliverables

Regardless of requirements specified elsewhere in this bid solicitation and its associated Statement of Work, the following are the only mandatory documents that must be submitted with the response at the time of bid closing. The Bidder must be compliant on each item to be considered responsive.

Item	Description	Completed and Attached
Section I Technical Bid		
1	Request for Proposal document part 1 page 1, completed and signed	
Section II Financial Bid		
1	Pricing Data Sheet identified in article B4, completed and signed	
Section III Certifications		
1	Code of Conduct articles 1-2.3 & 5-2.1 Provide a complete list of names of all individuals who are currently directors of the Bidder	
2	Federal Contractors Program article 5-3.1 certification, completed and signed	

3-2.2 Supporting Deliverables

If the following documents which support the bid are not submitted with the bid they may be requested by the Contracting Authority and they must be provided within **24 hours** of the written request:

Item	Description	Completed and Attached	To be forwarded if requested by the CA
Section I Technical Bid			
1	Proof of welding certification, as per article 6-4		
2	Safety Measures for Fueling and Disembarking Fuel, as per article 6-6		
Section II Financial Bid			
1	Changes to Applicable Laws (if any) as per article 2-4		
2	Proof of good standing with Worker's Compensation Board as per article 6-3		
3	Subcontractor List (if any) as per article 6-9		
4	Contractor's Representative as per contract article 5.4		
Section III Certifications			
1	Signed Consent Form (<u>Consent to a Criminal Record Verification</u> form- PWGSC-TPSGC 229) (http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html), as per articles 1-2.3 & 5-2.1		

3-2.3 Supplementary Deliverables

The following information, which supports the bid, may be requested by the Contracting Authority, from the bidder and it must be provided within **5 working days** of the written request:

Item	Description	Completed and Attached	To be forwarded if requested by the CA
Section I Technical Bid			
1	Details of Bidder capabilities, how they will comply with mandatory requirements and how they will deliver any other requested goods and services, as per article 3-1.1.		
2	Details of environmental emergency response plans and waste management procedures, as per article 6-7		
3	Details of formal environmental training completed by employees, as per article 6-7		
Section II Financial Bid			
1	Financial Statements and information, as per article 6-2		
2	Proof of valid Labour Agreement or similar instrument covering the work period as per article 6-5		
3	Either proof of insurance coverage, as required by annex C, or a letter substantiating that the required insurance coverage will be provided, as per article 6-8		

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4-1 Evaluation Procedures

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

An evaluation team composed of representatives of Canada will evaluate the bids.

4-2 Basis of Selection

4-2.1 Unscheduled Work and Evaluation Price

In any vessel refit, repair or docking contract, unscheduled work will arise after the vessel and its equipment is opened up and surveyed. The anticipated cost of the Work will be included in the evaluation of bids. The overall total cost will be calculated by including an estimated amount of additional person-hours (and/or material) multiplied by a firm hourly charge-out labour rate and is added to the firm price for the Work.

The overall total referred to as the "Evaluation Price" will be used for evaluating the bids. The estimated work will be based on historical experience and there is no minimum or maximum amount of unscheduled work nor is there a guarantee of such work.

4-2.2 Basis of Selection

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

4-3 Public Bid Opening

A public bid opening will be held in 1230 Government Street, Victoria, BC at 14:30 PST on the date noted on page one (1) of this bid solicitation.

PART 5 - CERTIFICATIONS

5-1 Bidders must provide the required certifications and related documentation to be awarded a contract. Canada will declare a bid non-responsive if the required certifications and related documentation are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid

will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications, to provide the related documentation or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

5-2 Mandatory Certifications Required Precedent to Contract Award

5-2.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting a bid, the Bidder certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Bidder, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any bid in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Bidder and any of the Bidder's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this bid solicitation.

Bidders who are incorporated, including those bidding as a joint venture, must provide with their bid or promptly thereafter a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner with their bid or promptly thereafter. Bidders bidding as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names 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 will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms ([Consent to a Criminal Record Verification](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html) form- PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.

5-3 Additional Certifications Precedent to Contract Award

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 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.

5-3.1 Federal Contractors Program - over \$25,000 and below \$200,000

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- a.() is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- b.() is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- c.() is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- d.() has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____ .

Further information on the FCP is available on the HRSDC Web site.

Signature

Name

Title

Date

PART 6 - SECURITY, FINANCIAL, AND OTHER REQUIREMENTS

6-1 NOT USED - Security Requirement

6-2 Financial Capability

SACC Manual Clause A9033T Financial Capability 2012-07-16

6-3 Workers' Compensation Certification - Letter of Good Standing

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

The Bidder must provide, **within twenty four (24) hours** following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

6-4 Welding Certification

1. Welding must be performed by a welder certified by the Canadian Welding Bureau and in accordance with the requirements of the following Canadian Standards Association (CSA) standards:
 - a. CSA W47.1-03 (R2008), Certification of Companies for Fusion Welding of Steel (*Minimum Division Level 2.1*); and
 - b. CSA W47.2-M1987 (R2008), Certification of Companies for Fusion Welding of Aluminum (*Minimum Division Level 2.1*).
2. Before contract award and within **twenty four (24)** of the written request by the Contracting Authority, the Bidder must submit evidence demonstrating (or its subcontractor's) its certification to the welding standards. In addition, welding must be done in accordance with the requirements of the applicable drawings and specifications.

6-5 Valid Labour Agreement

If the Bidder has a labour agreement, or other suitable instrument, in place with its unionized labour or workforce, it must be valid for the proposed period of any resulting contract. Before contract award and within *five (5) working days* of written notification by the Contracting Authority the Bidder must provide evidence of that agreement.

6-6 Safety Measures For Fueling and Disembarking Fuel

Fueling and disembarking fuel from vessels must be conducted under the supervision of a responsible supervisor trained and experienced in these operations.

Before contract award and within **twenty four (24) hours** of written notification by the Contracting Authority the Bidder must provide details of its safety measures for fueling

and disembarking fuel together with the name and experience of the person in charge of this activity.

6-7 Environmental Protection

Before contract award and within **five (5) working days** of written notification by the Contracting Authority, the Bidder must submit details of its environmental emergency response plans, waste management procedures and/or formal environmental training undertaken by its employees. In addition, the Bidder must submit samples of its processes and procedures pertinent to the completion of the Work..

6-8 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.

6-9 List of Proposed Sub-contractors

If the bid includes the use of subcontractors, the Bidder agrees, upon written request from the Contracting Authority, to provide a list of all subcontractors including a description of the things to be purchased, a description of the work to be performed by specification section and the location of the performance of that work. The list should not include the purchase of off-the-shelf items, software and such standard articles and materials as are ordinarily produced by manufacturers in the normal course of business, or the provision of such incidental services as might ordinarily be subcontracted in performing the Work, i.e. subcontract work valued at less than \$1,000.00

PART 7 - RESULTING CONTRACT CLAUSES

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

1 Statement of Work

The Contractor must:

- a. Provide goods and services applicable to pollution risk mitigation respecting the vessel "Dominion 1" for the DFO-CCG Environmental Response, in accordance with the Statement of Work attached at Annex A and the Basis of Payment attached at Annex B.
- b. Carry out any approved unscheduled work not covered in the above paragraph a.

2.1 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>) issued by Public Works and Government Services Canada.

2.2 General Conditions

2030 2012-11-19 General Conditions - Higher Complexity - Goods, apply to and form part of the Contract. (with the exception of Article 26 which is deleted in its entirety).

2.3 Supplemental General Conditions

1029, 2010-08-16, Ship Repairs, (excluding section 8) apply to and form part of the Contract.

3 NOT USED - Security Requirement

4 Work Period - Marine

1. Work must commence and be completed as follows:

Commence: 25 March 2013;

Complete: 26 April 2013.

2. The Contractor certifies that they have sufficient material and human resources allocated or available and that the above work period is adequate to both complete the known work and absorb a reasonable amount of unscheduled work.

5 Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Gregory Anstey, Supply Team Leader
Public Works and Government Services Canada
Pacific Region, Acquisitions, Marine
401-1230 Government Street
Victoria, B.C. V8W 3X4
Telephone: 250-363-0088 Facsimile: 250-363-3960
E-mail address: gregory.anstey@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.

5.2 Technical Authority

The Technical Authority for the Contract is:

Daniel Reid
Senior Response Officer - Victoria
CCG Environmental Response (Pacific)
Fisheries and Oceans Canada
ENVIRONMENTAL RESPONSE
4260 Inglis Drive
Richmond, British Columbia V7B 1L7
Telephone: 250 363 3841 Facsimile: 250 363 3076
E-mail address: Daniel.Reid@dfo-mpo.gc.ca

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.

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.

5.4 Contractor Contacts

Name and telephone numbers of the person responsible for:

Name: _____ Telephone Number: _____
Facsimile Number: _____ E-mail address: _____

6 Payment**6.1 Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot Price(s)**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in Annex B. Customs duties are exclude and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

6.2 SACC Manual Clauses

C0711C	Time Verification	2008-05-12
C6000C	Limitation of Price	2007-05-25
H1000C	Single Payment	2008-05-12

7 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the General Conditions.

2. Invoices are to be made out to:

Fisheries and Oceans
Superintendent Environmental Response - Richmond
4260 Inglis Drive
Richmond, B.C. V7B 1L7 Attention: Philip Murdock

3. Invoices are to be forwarded for verification to:

Public Works and Government Services Canada
Pacific Region, Acquisitions, Marine
401-1230 Government Street
Victoria, B.C., V8W 3X4 Attention: Gregory Anstey

8 Certifications

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. **(To be completed by the Contracting Authority at Contract Award)**

10 Priority of Documents

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

- a. the Articles of Agreement;
- b. the Supplemental General Conditions 1029, Ship Repairs;
- c. the General Conditions 2030, Higher Complexity - Goods;
- d. Annex A, Statement of Work;
- e. Annex B, Basis of Payment;
- f. Annex C, Insurance Requirements; and,
- g. the Contractor's bid dated _____ (*insert date of bid*), as amended _____ (*insert date(s) of amendment(s) if applicable*)

11 NOT USED - Defence Contract**12 Insurance Requirements/Limitation of Liability****12.1 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 will not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible to decide 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 will be 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. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

12.2 Limitation of Contractor's Liability for Damages to Canada

1. This section applies despite any other provision of the Contract and replaces the section 26 of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees.
2. Whether the claim is based in contract, tort, or another cause of action, the Contractor's liability for all damages suffered by Canada caused by the Contractor's performance of or failure to perform the Contract is limited to \$10,000,000.00 per incident or occurrence, to an annual aggregate of \$20,000,000 for damages caused in any one year of carrying out of the Contract, each such year starting on the date of coming into force of the Contract or its anniversary, and to a total maximum liability of \$40,000,000.00. This limitation of the Contractor's liability does not apply to:
 - a. any infringement of intellectual property rights; or
 - b. any breach of warranty obligations.
3. Each Party agrees that it is fully liable for any damages that it causes to any third party in connection with the Contract, regardless of whether the third party makes its claim against Canada or the Contractor. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada for that amount.

13 Procedures for Design Change or Additional Work

SACC Manual Clause B5007C Procedures for Design Change or Additional Work
2010-01-11

14 Sub-contracts and Sub-contractor List

The Contracting Authority is to be notified, in writing, of any changes to the list of subcontractors before commencing the work.

When the Contractor sub-contracts work, a copy of the sub-contract purchase order is to be passed to the Contracting Authority. In addition, the Contractor must monitor progress of sub-contracted work and inform the Inspection Authority on pertinent stages of work to permit inspection when considered necessary by the Inspection Authority.

15 Trade Qualifications

The Contractor must use qualified, certificated (if applicable) and competent tradespeople and supervision to ensure a uniform high level of workmanship. The Inspection Authority may request to view and record details of the certification and/or qualifications held by the Contractor's tradespeople. This request should not be unduly exercised but only to ensure qualified tradespeople are on the job.

16 Welding Certification

1. The Contractor must ensure that welding is performed by a welder certified by the Canadian Welding Bureau (CWB) in accordance with the requirements of the following Canadian Standards Association (CSA) standards:
 - a. CSA W47.1-03 (R2008), Certification for Companies for Fusion Welding of Steel (Minimum division level 2.1); and
 - b. CSA W47.2-M1987 (R2008), Certification for Companies for Fusion Welding of Aluminum (Minimum division level 2.1).
2. In addition, welding must be done in accordance with the requirements of the applicable drawings and specifications.
3. Before the commencement of any fabrication work, and upon request from the Inspection Authority, the Contractor must provide approved welding procedures and/or a list of welding personnel he intends to use in the performance of the Work. The list must identify the CWB welding procedure qualifications attained by each of the personnel listed and must be accompanied by a copy of each person's current CWB welding certification.

17 Environmental Protection

The Contractor and its sub-contractors engaged in the Work on the vessel must carry out the Work in compliance with applicable municipal, provincial and federal environmental laws, regulations and industry standards.

The Contractor must have detailed procedures and processes for identifying, removing, tracking, storing, transporting and disposing of all potential pollutants and hazardous material encountered, to ensure compliance as required above.

All waste disposal certificates are to be provided to the Inspection Authority, with information copies sent to the Contracting Authority. Furthermore, additional evidence of

compliance with municipal, provincial and federal environmental laws and regulations is to be furnished by the Contractor to the Contracting Authority when so requested.

The Contractor must have environmental emergency response plans and/or procedures in place. Contractor and subcontractor employees must have received the appropriate training in emergency preparedness and response. Contractor personnel engaging in activities which may cause environmental impacts or potential non compliance situations, must be competent to do so on the basis of appropriate education, training, or experience.

18 Supervision of Fueling and Disembarking Fuel

The Contractor must ensure that fueling and disembarking of fuel from vessels are conducted under the supervision of a responsible supervisor trained and experienced in these operations.

19 Vessel Un-manned Refit

The vessel will be unmanned during the work period and will be considered to be out-of commission. The vessel during that period will be in the care or custody of the Contractor and under its control. (Section 9 of SACC 1029 is applicable to the Contract)

20 Meetings

20.1 Pre-Refit Meeting

A Pre-Refit meeting will be convened and chaired by the Contracting Authority at the work site before commencement of work on board the vessel.

20.2 Progress and Technical Meetings

Meetings, chaired by the Contracting Authority, will take place at the Contractor's facility as and when required, generally once a month. Interim meetings may also be scheduled. Contractor's attendees at these meetings will, as a minimum, be its Contract (Project) Manager, Production Manager (Superintendent) and Quality Assurance Manager. Progress meetings will generally incorporate technical meetings to be chaired by the Technical Authority.

21 Licensing

The Contractor must obtain and maintain all permits, licenses and certificates of approval required for the Work to be performed under any applicable federal, provincial or municipal legislation. The Contractor is responsible for any charges imposed by such legislation or regulations. Upon request, the Contractor must provide a copy of any such permit, license or certificate to Canada.

22 Hazardous Waste

SACC Manual Clause A0290C Hazardous Waste - Vessels 2008-05-12

- 23 Scrap and Waste Material**
SACC Manual Clause A9055C Scrap and Waste Material 2010-08-16
- 24 Stability**
SACC Manual Clause B6100C Stability 2008-05-12
- 25 Workers Compensation**
SACC Manual Clause A0285C Workers Compensation 2007-05-25

ANNEX A - STATEMENT OF WORK

A-1 Index to the Statement of Work

G-01	GENERAL NOTES
G-02	BACKGROUND
G-03	REFERENCES
G-04	DOCUMENTATION REQUIREMENTS
H-01	RISK MANAGEMENT & STANDBY REQUIREMENTS
H-02	UNDERWATER SURVEY & SHELL REPAIR
H-03	MAIN STRUCTURAL TANKS - REMOVAL OF POLLUTANTS
H-04	CLEAN ENGINE ROOM BILGE
E-01	MACHINERY, EQUIPMENT & MINOR TANKS - REMOVAL OF POLLUTANTS
E-02	PIPING SYSTEMS - REMOVAL OF POLLUTANTS
E-03	REFRIGERATION SYSTEM(S) - DEGASSING & AMMONIA DISPOSAL

A-2 The Statement of Work [SOW] is provided in a separate electronic document entitled:

SOW_F1802-120005_Dominion-1_Rev4.pdf

To obtain the SOW the Bidder must make a request in writing to the Contracting Authority identified in Article 5.1.

A-3 Work Site

The vessel is located at the Cowichan Bay Terminal, Cowichan Bay, BC. The Contractor must make their own arrangements with the terminal operator for access to the site throughout the work period.

ANNEX B - EVALUATION PRICE/BASIS OF PAYMENT

*Remark to the Bidders: Annex B will form the Basis of Payment for the resulting contract and should not be filled in at the bid submission stage. **The Bidder must complete and submit the PRICING DATA SHEET with their bid (see article B4).***

B1 Bid Price/Contract Price

PRICE FOR KNOWN WORK		
a.	Known Work For Known Work as stated in Part 1 article 1-2, as specified in Annex A and as priced in detail on the Pricing Data Sheet (see article B4) for a FIRM PRICE, excluding GST/HST, of:	\$ _____

B2 Unscheduled Work

A. Price Breakdown:

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

B. 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.

C. Payment for Unscheduled Work:

The Contractor will be paid for unscheduled work arising, as authorized by Canada. The authorized unscheduled work will be calculated as follows:

Number of hours (to be negotiated) X \$_____, 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 10 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.

B2.1 Notwithstanding definitions or usage elsewhere in this document, or in the Contractor's Cost Management System, when negotiating *Hours* for unscheduled 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.

B2.2 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.

B2.3 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.

B3 NOT USED

B4 Pricing Data Sheet

The Pricing Data Sheet [PDS] is provided in a separate electronic document entitled:

PDS_F1802-120005_Dominion-1_Rev0.pdf

which the Bidder must complete and submit with their bid. The completed PDS contains proprietary information provided by the Bidder/Contractor and is subject to provisions of the Access to Information Act and the Privacy Act.

To obtain the PDS the Bidder must make a request in writing to the Contracting Authority identified in article 5.1.

ANNEX C - INSURANCE REQUIREMENTS

C1 Ship Repairers' Liability Insurance

1. The Contractor must obtain Ship Repairer's 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 \$10,000,000 per accident or occurrence. *(For annual and maximum liabilities see article 7.11.2 of the Contract.)*
2. The Ship Repairer's Liability insurance 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 Fisheries and Oceans Canada/Canadian Coast Guard and Public Works and Government Services Canada.
 - b. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Fisheries and Oceans Canada/Canadian Coast Guard and Public Works and Government Services Canada for any and all loss of or damage to the vessel, however caused.
 - c. Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - 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. 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.

C2 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 \$10,000,000 per accident or occurrence *(For annual and maximum liabilities see article 7.11.2 of the Contract.)*
2. The Commercial General 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 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. 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.
 - 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. 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.
 - f. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - g. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - h. Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - i. 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.
 - j. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - k. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution

APPENDIX 1 To ANNEX "C"**ACCEPTANCE CERTIFICATE*****ASSUMPTION OF CUSTODY OF VESSEL BY CONTRACTOR*****ACCEPTANCE OF *MV DOMINION 1***

The undersigned, on behalf of the Department of Fisheries and Oceans and of
 acknowledge to have handed over and
 received respectively the vessel***DOMINION 1***..... for the purpose of remediation, all in
 accordance with the terms and conditions of PWGSC Contract Serial Number
F7047-120204/A/XLV and such documents which form part of the said contract.

Signed at:.....Province of British Columbia,

On the Day of..... 2013

at hours.

For:

.....

DEPARTMENT OF FISHERIES AND OCEANS

For:

.....

CONTRACTOR

Witnessed by:

PUBLIC WORKS AND GOVERNMENT SERVICES CANADA

APPENDIX 2 To ANNEX "C"**ACCEPTANCE CERTIFICATE*****TURNOVER OF CUSTODY OF VESSEL FROM CONTRACTOR TO CANADA*****TURNOVER OFMV DOMINION I.....**

1. The undersigned, on behalf ofand of the Department of Fisheries and Oceans, acknowledge to have handed over and to have received respectively the vessel**DOMINION I**.....said vessel having been received byon*March 2013*....., for the purpose of remediation in accordance with the terms and conditions of PWGSC Contract Serial Number **F7047-120204/A/XLV**.
2. It is mutually agreed by all parties that the liabilities and responsibilities of....., as defined in Section 9 of PWGSC 1029 Supplemental General Conditions for Ship Repairs, for a vessel out of commission, will automatically cease as at..... hours on2013.

SIGNED AT..... PROVINCE.....ON,
 THE..... DAY OF.....(Month) 20.....
 AT.....HOURS.

FOR:
 (CONTRACTOR)

FOR:
 DEPARTMENT OF FISHERIES AND OCEANS

WITNESSED BY:
 PUBLIC WORKS AND GOVERNMENT SERVICES CANADA