

**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

**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 Canada -  
Pacific Region  
401 - 1230 Government Street  
Victoria, B. C.  
V8W 2Z4

Title - Sujet OIL SPILL RESPONSE - ZALINSKI	
Solicitation No. - N° de l'invitation F1701-130004/A	Amendment No. - N° modif. 002
Client Reference No. - N° de référence du client F1701-130004	Date 2013-08-22
GETS Reference No. - N° de référence de SEAG PW-\$XLV-151-6269	
File No. - N° de dossier XLV-3-36056 (151)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-08-27	Time Zone Fuseau horaire Pacific Daylight Saving Time PDT
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 xlv151
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:	

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

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## **PART 1 - GENERAL INFORMATION**

### **1-1 Introduction**

The bid solicitation is divided into seven 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 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. The Canadian Coast Guard (CCG) requires an experienced marine spill response contractor to provide marine spill standby and response services for any discharges that may result from operations related to the removal of the threat of pollution from the United States Army Transport (USAT) vessel Brigadier General M.G. Zalinski sunken at approximately 2.5 kilometres southwest of James Point near Lowe Inlet in Grenville Channel, British Columbia, Canada.

Work will be conducted in accordance with the associated Technical Specifications detailed in the Statement of Work; Quality Assurance/Quality Control; and Project Management Team & Services attached as Annexes A, D and E.

For references, drawings, test sheets, annexes and appendices, bidders must contact the Contracting Authority identified in Article 7-5.1.

- b. To carry out any approved unscheduled work not covered in paragraph a. above.

## 2. Work Period

- a. The Work Period requested for this Requirement is as follows:

Commence: 30 September 2013;

Complete: 18 November 2013.

- b. The Bidder must provide with their bid, a draft schedule in accordance with Article 6-9, which verifies their ability to mobilize resources to the work site within the period of time they propose at Article F-5.

- c. By submitting a bid, the Bidder certifies that they have sufficient material and human resources allocated or available to comply with the Statement of Work attached at Annex A.

## 3. Bidder Capabilities

Bidders will be required to supply with their bid:

- Details of Bidder capabilities, how they will comply with mandatory requirements and how they will deliver any other requested goods and services.
- List of specialized sub-contractors to be engaged in the performance of the work.

## 4. Security Requirement

**There is no security requirement applicable to this Contract.**

## 5. Code of Conduct

Bidders must provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2003.

## 6. Sourcing Strategy

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

Peru Free trade agreement Annex 1401.1-4. As per Annex 1401.1-4, Services, Schedule of Canada. Section B - Excluded Coverage, Services Exclusions by Major Service Category and this service is not excluded.

Exempt Canada-Chile Free Trade Agreement- Annex III-Schedule of Canada-Exceptions to Most-Favored-Nation Treatment (Chapter G) second paragraph, line c) maritime matters, including salvage

## 7. Federal Contractors Program

There is a Federal Contractors Program (FCP) for employment equity requirement associated with this procurement; see Part 5 - Certifications, Part 7 - Resulting Contract

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Clauses and the annex named Federal Contractors Program for Employment Equity - Certification.

### **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.

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## **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 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: ninety (90) days

### **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 four (4) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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.

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## 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 **Improvement of Requirement During Solicitation Period**

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 4 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

## 2-6 **Bidders' Conference**

A bidders' conference will be held at 1230 Government Street, Victoria BC, Canada on 7 August 2013. The conference will begin at 2:00 p.m. PDT, in conference room 402. 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 two (2) working days 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.



## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3-1 Bid Preparation Instructions**

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)

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-policy-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.

#### **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 and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer

to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

### 3-1.2 Section II: Financial Bid

Bidders must submit their financial bid in accordance with Annex F, Financial Bid Presentation Sheet, and Appendix 1 to Annex F, Pricing Data Sheet.

### 3-1.3 Section III: Certifications

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 bid at the time of bid closing. The Bidder must be compliant on each item to be considered responsive.

Item	Description	Completed and Attached
<b>Section I Technical Bid</b>		
1	Solicitation document part 1 page 1, completed and signed	
2	Technical Bid as required at articles 1-2.3 & 3-1.1 (includes items listed on tables below)	
<b>Section II Financial Bid</b>		
1	Annex F <u>Financial Bid Presentation Sheet</u> , completed	
2	Appendix 1 to Annex F <u>Pricing Data Sheets</u> , completed	
<b>Section III Certifications</b>		
1	Federal Contractors Program, article 5-2.2, Annex H 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 **twenty-four (24) hours** of the written request:

Item	Description	Completed and Attached	To be forwarded if requested by the CA
<b>Section I Technical Bid</b>			
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 1-2.3 & 3-1.1, (includes items listed below)		
2	Project Team Details, as per article E-5		
3	Description of Equipment and Personnel resources required by the Section 5 of the Statement of Work		
4	Technical Plans required by the Section 6 of the Statement of Work, including details of formal environmental and oil spill response training completed by employees, as per article 6-6		
5	Preliminary Work Schedule, as per article 6-9		
6	Examples of work schedules, tracking and reporting, as per article 6-9		
7	ISO Registration Certificate or Quality Assurance Documentation, as per article 6-10		
8	Details of proposed accommodation, as per SOW 5.8 & article 6-11		
<b>Section II Financial Bid</b>			
1	Changes to Applicable Laws (if any) as per article 2-4		
2	Details of financial security offered as per article 6-3		
3	Proof of good standing with Worker's Compensation Board as per article 6-5		
4	Subcontractor List (if any) as per article 6-8		
5	Contractor's Representative(s) as per article 7-5.4		
<b>Section III Certifications</b>			
1	Code of Conduct articles 1-2.5 & 5-2.1 Provide a complete list of names of all individuals who are currently directors of the Bidder		

### 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 **two (2) working days** of the written request:

Item	Description	Completed and Attached	To be forwarded if requested by the CA
<b>Section II Financial Bid</b>			
1	Financial Statements and information, as per article 6-2		
2	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 6-4		
3	Proof of valid Labour Agreement or similar instrument covering the work period as per article 6-7		
<b>Section III Certifications</b>			
1	Signed Consent Form ( <u>Consent to a Criminal Record Verification form- PWGSC-TPSGC 229</u> ) ( <a href="http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html">http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html</a> )		

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

### **4-1 Evaluation Procedures**

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

#### **4-1.1 Technical Evaluation**

##### **(a) Mandatory Technical Criteria**

Mandatory Technical Criteria are given in Table 1 of Annex G.

##### **(b) Point Rated Technical Criteria**

Technical Criteria subject to point rating are given in Table 2 of Annex G.

- (c) Details of the technical evaluation and point rating procedure are given in Annex G, Evaluation Plan.

#### **4-1.2 Financial Evaluation**

The price of the bid will be evaluated in Canadian dollars in accordance with Articles 6-12 and F-1, Customs duties are excluded and the Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

### **4.2 Basis of Selection - Lowest Price Per Point**

1. To be declared responsive, a bid must:
  - (a) comply with all the requirements of the bid solicitation;
  - (b) meet all mandatory technical evaluation criteria; and
  - (c) obtain the required minimum of **60** percent overall of the points for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of **3200** points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive bid with the lowest evaluated price per point, as calculated at article 4.6 of Annex G, will be recommended for award of a contract.

## **PART 5 - CERTIFICATIONS**

### **5-1 General**

The Bidders must provide the required certifications and documentation to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. 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 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 with this request will also render the bid non-responsive or will constitute a default under the Contract.

### **5-2 Mandatory Certifications Required Precedent to Contract Award**

#### **5-2.1 Code of Conduct and Certifications - Related documentation**

By submitting bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

#### **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 (<http://www.hrsdc.gc.ca/eng/labour/index.shtml>) available from Human Resources and Skills Development Canada (HRSDC) - Labour's website.

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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

## **PART 6 - SECURITY, FINANCIAL, AND OTHER REQUIREMENTS**

### **6-1 Security requirement**

There is no security requirement for this procurement.

### **6-2 Financial Capability**

**6-2.1** Financial Capability Requirement: The Bidder must have the financial capability to fulfill this requirement. To determine the Bidder's financial capability, the Contracting Authority may, by written notice to the Bidder, require the submission of some or all of the financial information detailed below during the evaluation of bids. The Bidder must provide the following information to the Contracting Authority within ten (10) working days of the request or as specified by the Contracting Authority in the notice:

- a. Audited financial statements, if available, or the unaudited financial statements (prepared by the Bidder's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Bidder's last three fiscal years, or for the years that the Bidder has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).
- b. If the date of the financial statements in (a) above is more than five months before the date of the request for information by the Contracting Authority, the Bidder must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Contracting Authority requests this information.
- c. If the Bidder has not been in business for at least one full fiscal year, the following must be provided:
  - i. the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and
  - ii the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Contracting Authority requests this information.
- d. A certification from the Chief Financial Officer or an authorized signing officer of the Bidder that the financial information provided is complete and accurate.
- e. A confirmation letter from all of the financial institution(s) that have provided short-term financing to the Bidder outlining the total of lines of credit granted to the Bidder and the amount of credit that remains available and not drawn upon as

of one month prior to the date on which the Contracting Authority requests this information.

- f. A detailed monthly Cash Flow Statement covering all the Bidder's activities (including the requirement) for the first two years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Bidder's major sources and amounts of cash and the major items of cash expenditures on a monthly basis, for all the Bidder's activities. All assumptions made should be explained as well as details of how cash shortfalls will be financed.
  - g. A detailed monthly Project Cash Flow Statement covering the first two years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Bidder's major sources and amounts of cash and the major items of cash expenditures, for the requirement, on a monthly basis. All assumptions made should be explained as well as details of how cash shortfalls will be financed.
- 6-2.2** If the Bidder is a joint venture, the financial information required by the Contracting Authority must be provided by each member of the joint venture.
- 6-2.3** If the Bidder is a subsidiary of another company, then any financial information in 1. (a) to (f) above required by the Contracting Authority must be provided by the ultimate parent company. Provision of parent company financial information does not by itself satisfy the requirement for the provision of the financial information of the Bidder, and the financial capability of a parent cannot be substituted for the financial capability of the Bidder itself unless an agreement by the parent company to sign a Parental Guarantee, as drawn up by Public Works and Government Services Canada (PWGSC), is provided with the required information.
- 6-2.4 Financial Information Already Provided to PWGSC:** The Bidder is not required to resubmit any financial information requested by the Contracting Authority that is already on file at PWGSC with the Contract Cost Analysis, Audit and Policy Directorate of the Policy, Risk, Integrity and Strategic Management Sector, provided that within the above-noted time frame:
- a. The Bidder identifies to the Contracting Authority in writing the specific information that is on file and the requirement for which this information was provided; and
  - b. The Bidder authorizes the use of the information for this requirement.



It is the Bidder's responsibility to confirm with the Contracting Authority that this information is still on file with PWGSC.

**6-2.5** Other Information: Canada reserves the right to request from the Bidder any other information that Canada requires to conduct a complete financial capability assessment of the Bidder.

**6-2.6** Confidentiality: If the Bidder provides the information required above to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as permitted by the Access to Information Act, R.S., 1985, c.c. A-1, Section 20(1) (b) and (c).

**6-2.7** Security: In determining the Bidder's financial capability to fulfill this requirement, Canada may consider any security the Bidder is capable of providing, at the Bidder's sole expense (for example, an irrevocable letter of credit from a registered financial institution drawn in favour of Canada, a performance guarantee from a third party or some other form of security, as determined by Canada).

### **6-3 Contract Financial Security**

1. If the bid is accepted, the Bidder must provide one of the following contract financial securities within 5 calendar days after the date of contract award. The Bidder is to indicate below, the type of Contract Financial Security they intend to provide and for which they have inserted a cost in Annex F:

#### **EITHER**

- a. a performance bond (form PWGSC-TPSGC 505) and a labour and material payment bond (form PWGSC-TPSGC 506), each in the amount of 50% percent of the contract price. Any bond must be accepted as security by one of the bonding companies listed in Treasury Board Contracting Policy, Appendix L, Acceptable Bonding Companies.

#### **OR**

- b. a security deposit (as defined in Paragraph 4 below) to the value of 10 percent of the contract price.
2. Security deposits in the form of government guaranteed bonds with coupons attached will be accepted only if all coupons that are unmatured, at the time the security deposit is provided, are attached to the bonds. The Contractor must provide written instructions concerning the action to be taken with respect to coupons that will mature while the bonds are pledged as security, when such coupons are in excess of the security deposit requirement.

3. If Canada does not receive the required financial security within the specified period, Canada may terminate the Contract for default pursuant to the Contract default provision.

4. In this clause:

**"security deposit" means**

- a. a bill of exchange that is payable to the Receiver General for Canada and certified by an approved financial institution or drawn by an approved financial institution on itself; or
- b. a government guaranteed bond; or
- c. an irrevocable standby letter of credit, or
- d. such other security as may be considered appropriate by the Contracting Authority and approved by Treasury Board;

**"approved financial institution" means**

- a. any corporation or institution that is a member of the Canadian Payments Association;
- b. a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the "Régie de l'assurance-dépôts du Québec" to the maximum permitted by law;
- c. a credit union as defined in paragraph 137(6) of the Income Tax Act;
- d. a corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by a Canadian province or territory;
- e. the Canada Post Corporation.

**"government guaranteed bond" means**

- a. a bond of the Government of Canada or a bond unconditionally guaranteed as to principal and interest by the Government of Canada that is:
  - i. payable to bearer;
  - ii. accompanied by a duly executed instrument of transfer of the bond to the Receiver General for Canada in accordance with the Domestic Bonds of Canada Regulations;
  - iii. registered in the name of the Receiver General for Canada.

**"irrevocable standby letter of credit" means**

- a. means any arrangement, however named or described, whereby a financial institution (the "Issuer"), acting at the request and on the instructions of a customer (the "Applicant"), or on its behalf,

- i. will make a payment to or to the order of Canada, as the beneficiary;
- ii. will accept and pay bills of exchange drawn by Canada;
- iii. authorizes another financial institution to effect such payment, or accept and pay such bills of exchange; or
- iv. authorizes another financial institution to negotiate, against written demand(s) for payment, provided that the conditions of the letter of credit are complied with.

**“irrevocable standby letter of credit” means**

- a. means any arrangement, however named or described, whereby a financial institution (the "Issuer"), acting at the request and on the instructions of a customer (the "Applicant"), or on its behalf,
  - i. will make a payment to or to the order of Canada, as the beneficiary;
  - ii. will accept and pay bills of exchange drawn by Canada;
  - iii. authorizes another financial institution to effect such payment, or accept and pay such bills of exchange; or
  - iv. authorizes another financial institution to negotiate, against written demand(s) for payment, provided that the conditions of the letter of credit are complied with.
- b. must state the face amount which may be drawn against it;
- c. must state its expiry date;
- d. must provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the authorized departmental representative identified in the letter of credit by his/her office;
- e. must provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face amount of the letter of credit;
- f. must provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice for Documentary Credits, 2007 Revision, ICC Publication No. 600; and,
- g. must be issued (Issuer) or confirmed (Confirmer), in either official language, by a financial institution that is a member of the Canadian Payments Association and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.

**The type of security deposit must be defined below:**

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#### 6-4 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.

#### 6-5 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.

#### 6.6 Environmental Protection

Before contract award and within twenty-four (24) hours of written notification by the Contracting Authority, the Bidder must submit their *Marine Spill Response Operations Plan* (SOW 6.1A), *Waste Handling and Disposal Plan* (SOW 6.4) and other such plans and records which detail their ability to respond to an oil spill or other marine environmental emergency. These plans and records must explain the Bidder's processes and procedures pertinent to conducting the Work and identify any formal environmental training undertaken by their employees and/or subcontractors.

#### 6-7 Valid Labour Agreement

Where the Bidder has a labour agreement, or other suitable instrument, in place with its unionized labour, it must be valid for the proposed period of any resulting contract.

Before contract award and within *two (2) working days* of written notification by the Contracting Authority the Bidder must provide evidence of that agreement.

#### 6-8 List of Proposed Sub-contractors

If the bid includes the use of subcontractors, the Bidder agrees, upon 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 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.

## **6-9 Project Schedule and Reports**

Before contract award and within twenty four (24) of written notification by the Contracting Authority the Bidder must submit to Canada one (1) copy of its preliminary work schedule. This schedule is to show the commencement and completion dates for the Work in the available work period, including realistic target dates for significant events, and must conform with the schedule requirements reference at Article 7-17.3.

Before contract award and within twenty four (24) of written notification by the Contracting Authority the Bidder must provide a sample document from its scheduling system including a typical progress report, a quality control inspection report and a milestone event network.

## **6-10 ISO 9001:2008 - Quality Management Systems**

Before contract award and within twenty four (24) hours of written notification by the Contracting Authority the Bidder must provide its current ISO Registration Documentation indicating its registration to ISO 9001:2008.

Documentation and procedures of bidders not registered to the ISO standards may be subject to a Quality System Evaluation (QSE) by the Inspection Authority before award of a contract.

## **6-11 Accommodation**

Before contract award and within two (2) working days of written notification by the Contracting Authority, the Bidder must provide details of the accommodation proposed in compliance with section 5.8 of Annex A. The information provided must include an accommodation arrangement drawing and details about materials and furnishings.

## **6-12 Unscheduled Work and Evaluation Price**

In any contract, unscheduled work may arise as circumstances change. The anticipated cost of unscheduled work will be included in the evaluation of bids by adding to the price quoted for Known Work the price quoted for Contingencies. 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.

## **PART 7 - RESULTING CONTRACT CLAUSES**

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

### **7-1 Statement of Work**

- a. The Contractor must provide to the Canadian Coast Guard (CCG), marine spill standby and response services for any discharges that may result from operations related to the removal of the threat of pollution from the United States Army Transport (USAT) vessel Brigadier General M.G. Zalinski sunken at approximately 2.5 kilometres southwest of James Point near Lowe Inlet in Grenville Channel, British Columbia, Canada.

Work must be conducted in accordance with the associated Technical Specifications detailed in the Statement of Work; Quality Assurance/Quality Control; and Project Management Services attached as Annexes A, D and E.

- b. The Contractor must also carry out any approved unscheduled work not covered in the above paragraph (a).

### **7-2 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.

#### **7-2.1 General Conditions**

2035, 2013-06-27, General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

### **7-3 Security Requirement**

There is no security requirement applicable to this Contract.

### **7-4 Term of the Contract Work Period- Marine**

1. Work must commence and be completed as follows:

Commence: \_\_\_\_\_;

Complete: \_\_\_\_\_.

(To be completed by the Contracting Authority at Contract Award).

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.

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**7-5 Authorities****7-5.1 Contracting Authority**

The Contracting Authority for the Contract is:

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

**7-5.2 Technical Authority**

The Technical Authority for the Contract is:

Name: Mr. Sergio Di Franco  
Title: Operational Requirements Analyst  
Address: Canadian Coast Guard  
200 Kent St.  
Ottawa, Ont. K1A 0E6  
Telephone: (613) 991-3478  
E-mail address: sergio.difranco@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.

**7-5.3 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 of the Statement of Work 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.

#### **7-5.4 Contractor's Representative**

Name and telephone numbers of the person responsible for contract management:

Name: \_\_\_\_\_ Telephone No: \_\_\_\_\_

Facsimile No: \_\_\_\_\_ E-mail: \_\_\_\_\_

Name and telephone numbers of the Contractor's Spill Response Manager:

Name: \_\_\_\_\_ Telephone No: \_\_\_\_\_

Facsimile No: \_\_\_\_\_ E-mail: \_\_\_\_\_

**(To be completed by the Contracting Authority at Contract Award)**

#### **7-6 Payment**

##### **7-6.1 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 excluded 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.

##### **7-6.2 Method of Payment - Progress Payments**

1. Canada will make progress payments in accordance with the payment provisions of the Contract, no more than once a month, for cost incurred in the performance of the Work up to 90 percent of the amount claimed and approved by Canada if:
  - a. an accurate and complete claim for payment using form PWGSC-TPSGC 1111 and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract.
  - b. the amount claimed is in accordance with the basis of payment;
  - c. the total amount for all progress payments paid by Canada does not exceed 90 percent of the total amount to be paid under the Contract;



- d. all certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives.
2. The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted.
3. Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the rights to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

### 7-6.3 SACC Manual Clauses

C0711C Time Verification

2008-05-12

### 7-7 Invoicing Instructions - Progress Claims

1. The Contractor must submit a claim for payment using form PWGSC-TPSGC 1111, Claim for Progress Payment.

Each claim must show:

- all information required on form PWGSC-TPSGC 1111;
- all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
- a list of all expenses;
- expenditures plus pro-rated profit or fee where applicable; and,
- the description and value of the Work completed and claimed as detailed in the Contract.

Each claim must be supported by:

- a copy of the time sheets to support the time claimed;
  - a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses;
  - a copy of the monthly progress report.
2. Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.
3. The Contractor must prepare and certify one original and two (2) copies of the claim on form PWGSC-TPSGC 1111, and forward it to the Technical Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.

4. The Technical Authority will then forward the original and two (2) copies of the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.
5. The Contractor must not submit claims until all work identified in the claim is completed.

## **7-8 Certifications**

### **7-8.1 Compliance**

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.

### **7-8.2 Federal Contractors Program for Employment Equity - Default by the Contractor**

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and HRSDC-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by HRSDC will constitute the Contractor in default as per the terms of the Contract

## **7-9 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)**

## **7-10 Priority of Documents**

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

- a. the Articles of Agreement;
- b. the General Conditions 2035 (2013-06-27) Higher Complexity - Services;
- c. Annex A, Statement of Work;
- d. Annex B, Basis of Payment;
- e. Annex C, Insurance Requirements;
- f. Annex D, Quality Assurance/Quality Control;
- g. Annex E, Project Management Services;

- h. The Contractor's Bid dated \_\_\_\_\_ (*insert date of bid*), as amended \_\_\_\_\_ (*insert date(s) of amendment(s) if applicable*)

## 7-11 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 five (5) 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.

## 7-12 Financial Security

### 7-12.1 Financial Security Requirement

1. The Contractor must provide one of the following contract financial securities within five (5) calendar days after the date of contract award:

*(The Contracting Authority is to select one of the following and delete the unused choice)*

- a. a performance bond (form PWGSC-TPSGC 505) and a labour and material payment bond (form PWGSC-TPSGC 506), each in the amount of 50 percent of the Contract Price;

**or**

- b. a security deposit as defined in Article 6-3 in the amount of 10 percent of the Contract Price.

Any bond must be accepted as security by one of the bonding companies listed in Treasury Board Contracting Policy, Appendix L, Acceptable Bonding Companies.

2. Security deposits in the form of government guaranteed bonds with coupons attached will be accepted only if all coupons that are unmatured, at the time the security deposit is provided, are attached to the bonds. The Contractor must provide written instructions concerning the action to be taken with respect to coupons that will mature while the bonds are pledged as security, when such coupons are in excess of the security deposit requirement.

3. If Canada does not receive the required financial security within the specified period, Canada may terminate the Contract for default pursuant to the Contract default provision.

#### **7-12.2 Term of Financial Security**

Any bond, bill of exchange, letter of credit or other security provided by the Contractor to Canada in accordance with the terms of the Contract must not expire before 90 days after the completion date indicated in the Contract.

The Contracting Authority can, at its sole discretion, require an extension to the period of the security. The Contractor can apply for financial compensation to pay for this extension.

Provided that no risk will accrue to Canada as a result, the Contracting Authority can, at its sole discretion, return the financial security to the Contractor before the completion date indicated in the Contract.

#### **7-13 Environmental Protection**

The Contractor and its sub-contractors engaged in the Work on a 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 Technical 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 plans and procedures in place for oil spill and other environmental emergency responses. 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.

#### **7-14 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.

## **7-15 Accommodation**

The Contractor must provide accommodations and services in accordance with section 5.8 of the Statement of Work for the entire work period.

## **7-16 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 Inspector.

## **7-17 Project Schedule**

1. The Contractor must provide a detailed project schedule in detailed bar chart format to the Contracting Authority and the Technical Authority within three (3) days after award of Contract. This schedule must highlight the specific dates for the events listed below.
2. The Contractor's schedule must include firm target dates for each of the following significant events:
  - a. Dispatch of vessels and equipment to site;
  - b. Mobilization of accommodation ready for occupancy (Article 7-16);
  - c. Deployment of snare booms as per Annex A section 3.2.3;
  - d. Mobilization complete;
  - e. Number of days required to de-mobilize after completion of the work.
3. The schedule must take into consideration the Canada's support obligations to another contractor, which include the following requirements, as stated in Annex A:
  - a. Mobilization and utilization period of accommodation, section 5.8;
  - b. Deployment period of snare booms, section 5.6.2; and
  - c. Completion of all mobilization, section 5.6.2.

## **7-18 Meetings**

### **7-18.1 Pre-Work Period Meeting**

A Pre-Work Period meeting may be convened and chaired by the Contracting Authority up to five (5) days before the commencement of the work period.

### **7-18.2 Progress Meetings**

Progress 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.

#### **7-19 ISO 9001:2008 - Quality Management Systems**

In the performance of the Work described in the Contract, the Contractor must comply with the requirements of:

ISO 9001:2008 - Quality management systems - Requirements, published by the International Organization for Standardization (ISO), current edition at date of submission of Contractor's bid.

It is not intended that the Contractor be registered to ISO 9001; however, the Contractor's quality management system must address all requirements appropriate to the scope of the Work. Only exclusions in accordance with clause 1.2 of ISO 9001 are acceptable.

#### **7-20 Procedures for Design Change or Additional Work**

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

#### **7-21 Workers Compensation**

SACC Manual Clause A0285C Workers Compensation 2007-05-25

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**ANNEX A - STATEMENT OF WORK & REFERENCES**

**A-1** The Statement of Work [SOW] is provided in a separate electronic document entitled:

SOW(E) \_F1701-130004\_Zalinski-Standby\_2013-07-23.pdf

To obtain the SOW, and other applicable documents, the Bidder must make a request in writing to the Contracting Authority identified in Article 7-5.1.

**A-2** Applicable Documents

In support of this Statement of Work, the following documentation is provided to ensure that sufficient applicable information is available to develop intervention strategies and detailed work plans:

1. Photo of the Zalinski (zalinski.jpg)
2. 1946 Vancouver Sun article - (article 1.jpg)
3. 1946 Vancouver Daily Province article - (articl2.jpg)
4. Mammoet presentation on Zalinsky 2012 - (Sept 20, 2012 Mammoett Presentation to interdepartmental community.ppt)
5. Dive report January 2013 - (Report analyzing Zalinksy dives January final.pdf)
6. CCG Environmental Response presentation on the Zalinski - (zalinski20120821 - no music.mp4)
7. Environment Canada spill modeling and trajectory for Grenville Channel / Lowe Inlet - (EC Trajectory Modelling.pdf)
8. CANUTEC assessment of Zalinski cargo manifest - (Cargo manifest risk analysis.docx)
9. Zalinski cargo manifest - (Zalinski Cargo Manifest - Exhibit H.pdf)

## **ANNEX B - BASIS OF PAYMENT**

***Remark to Bidder: Annex B will form the Basis of Payment for the resulting contract and should not be filled in at the bid submission stage.***

### **B-1 Contract Price**

<b>a.</b>	<b>Known Work</b> For work as stated in Part 7 Article 1, and as specified in Annexes A, D and E, and as priced in detail at Appendix 1 to this Annex. For a FIRM PRICE of:	\$0.00
<b>b.</b>	<b>Cost of Financial Security (Non-Taxable)</b> as per Part 7 Article 12 For a FIRM PRICE of:	\$0.00
<b>c.</b>	<b>Contract Price</b> Applicable Taxes Excluded [a + b] For a FIRM PRICE of:	\$0.00

### **B-2 Unscheduled Work**

#### **1. 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.

#### **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 from similar tasks.

#### **3. Contingency Prices:**

Prices for contingency activities, if requested, will be determined by pro-rating from the quoted contingency activities given in Appendix 1 to this Annex.

#### **4. Payment for Unscheduled Work:**

Unscheduled work arising, as authorized by the Minister, will be calculated in the following manner:

“Number of hours (to be negotiated) X firm hourly *Charge-out Labour Rates* (as per Appendix 1 to this annex) which include *Overhead* and profit, plus net laid-down cost of materials to which will be added a 10% mark-up, plus Goods and Services Tax or Harmonized Sales Tax as applicable, of the total cost of material and labour.”



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The firm hourly *Charge-out Labour Rate* and the material mark-up will remain firm for the duration of the Contract and any subsequent amendments.

5. 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.
6. The 10% mark-up rate does not apply to pro-rated prices nor to contingency prices.

### **B-3 Overtime**

1. 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.
2. The 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.

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## **ANNEX C - INSURANCE REQUIREMENTS**

### **C-1 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 the Department of Fisheries and Oceans 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.

## **C-2 Environmental Impairment Liability Insurance**

1. The Contractor must obtain Contractors 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 \$5,000,000 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 Contractors Pollution 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 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.

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- 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-2 Commercial General Liability Insurance**

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 Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- 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. *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:

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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,  
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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.

## **ANNEX D - QUALITY ASSURANCE/QUALITY CONTROL**

### **D-1 Quality Assurance/Quality Control Plan (QCP):**

1. The Contractor must prepare an Quality Assurance/Quality Control Plan (QCP) for each individual plan identified within the specification which verifies the execution of each plan. The QCP must be submitted to the TA for review and amended by the Contractor to the satisfaction of the TA. Each QCP must identify the critical actions in each plan that verify that the plan is being executed correctly. QCP's for plans identified in the specification must be presented to the Technical Authority prior to the start of the work for which the plan was written.

2. **Quality Control Plan Criteria:**

Verification criteria, procedures and requirements are stated in the specifications, drawings, technical orders and reference standards invoked by the Specifications. Test and trial documentation is also included or referenced in the Specification.

All QCP's must be prepared by the Contractor in accordance with the above criteria, their company Quality program, and must provide the following reference information:

- a. the specific plan referred to;
- b. the Specification reference;
- c. description and a statement defining the parameter which is being verified;
- d. a list of applicable documents referenced or specified in the inspection procedure;
- e. the verification method;
- f. the name and signature of the person who prepared the plan, date prepared and amendment level; and,
- g. the names and signatures of the persons conducting the verification.

3. **Contractor Imposed Testing:**

The contractor must carry out all inspections and tests necessary to ensure that all regulations applicable to the project and the conduct of the work are carried out regardless of whether they are witnessed by the Inspection Authority.

4. **Amendments:**

Amendment action for the QCP must be ongoing throughout the work and reflect the inspection requirements for unscheduled work. Amendments must be submitted as developed, but not less frequently than once every second week.

**D-2 Conduct of Inspection**

1. QCP tests and Inspections must be conducted in accordance with the QCP as approved by the TA.
2. The Contractor must provide their own staff or subcontracted staff to conduct inspections, tests and trials; excepting that TA or the Inspection Authority may be designated, in which case the Contractor must ensure that their own staff is provided in support of such inspection/test/trial.
3. The Contractor must ensure that the required conditions stated in the QCP prevail at the commencement of, and for the duration of, each inspection/test/trial.
4. The Contractor must ensure that personnel required for equipment operation and records taking during the inspection/test/trial are briefed and available at the start and throughout the duration of the inspection/test/trial. Tradesmen or FSRs who may be required to effect minor changes or adjustments in the installation must be available at short notice.

**D-3 Inspection Records and Reports**

1. The Contractor on the inspection record, test or trials sheets as applicable must record the results of each inspection. The Contractor must maintain files of completed inspection records consistent with the Quality Standard and their Quality Plan for this project.
2. The Contractor's QC representative (and the FSR when required) must sign as having witnessed the inspection, test or trial on the inspection record. The Contractor must forward originals of completed inspection records, together with completed test(s) and/or trials sheets to the TA.
3. Unsatisfactory inspection/test/trial results, for which corrective action cannot be completed during the normal course of the inspection/test/trial, will require the Contractor to establish and record the cause of the unsatisfactory condition to the satisfaction of the TA. Representatives of Canada may assist in identification where appropriate.
4. Corrective action to remove cause of unsatisfactory inspections must be submitted to the TA in writing by the Contractor, for approval prior to affecting such repairs and rescheduling of the unsatisfactory inspection/test/trial.
5. The Contractor must undertake rectification of defects and deficiencies in the Contractor's installation or repair as soon as practicable. The Contractor is responsible to schedule such repairs at their own risk.



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6. The Contractor must reschedule unsatisfactory inspections after any required repairs have been completed.
  7. Quality Control, Inspection and Test records that substantiate conformance to the specified requirements, including records of corrective actions, must be retained by the Contractor for three (3) years from the date of completion or termination of the Contract and must be made available to the TA upon request.

## **ANNEX E- PROJECT MANAGEMENT SERVICES**

### **E-1. Contractor's Project Management Services - Intent**

- a. Job titles used in this Annex are for clarity within this document only. The Contractor is free to choose job titles that suit their organization.
- b. The Contractor, through their Project Management Team, is responsible to discharge the duties and supply the deliverables required in the Contract and the Specifications.
- c. Project Management is considered to encompass the direction and control of such functions as engineering, planning, purchasing, manufacturing, assembly, overhauls, installations and test and trials.

### **E-2 Spill Response Manager**

- a. The Contractor must supply an experienced Spill Response Manager (SRM) dedicated to this project and delegate to him/her full responsibility to manage the project.
- b. The SRM must have experience in managing a project of this nature.

### **E-3. Project Management Team**

- a. Other than the SRM, the Contractor may assign and vary other job descriptions to suit their organization; provided however that the collective resume of their Project Management Team must provide for effective control of the project elements including but not limited to:
  - i. Spill Response Manager
  - ii. Senior Vessel Masters
  - iii. Safety & Environmental Management
  - iv. Wildlife Management
  - v. Planning
  - vi. Logistics, Accommodation & Administration
  - vii. Quality Control
- b. In addition to the Project Management Team, the Contractor must provide all personnel applicable to completing the Work.

### **E4. Reports**

- a. The following Management Reports and Documentation are to be prepared and maintained by the Contractor and submitted periodically to the Crown in accordance with the Contract or upon request by the Contracting Authority:
  - i. Work Schedule
  - ii. Equipment inventory
  - iii. Technical Plans and reports required at section 6 of the SOW.

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**E5. Bid Deliverables**

- a. Names, resumes, and a list of duties for the Spill Response Manager and key members of the Project Management Team to verify that all of the project elements listed in article 3(a) above have been addressed.
- b. Names and qualification of response team members proposed to complete the standby and potential emergency responses applicable to the Contract, as per article 3(b) above.

## **ANNEX F - FINANCIAL BID PRESENTATION SHEET**

### **F-1 Evaluation of Price**

The price of the bid will be evaluated in Canadian dollars in accordance with Articles 4-1.2 and 6-12, Customs duties are excluded and the Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

<b>A</b>	<b>Known Work</b> For work as stated in Part 1 article 1.2, and specified in Annexes A, D and E and detailed in the attached Pricing Data Sheets (Annex I to this Appendix) for the following FIRM PRICES, Taxes Excluded:	
1	For Mobilization/de-mobilization, from Table 1 of the Appendix to this Annex:	\$ _____
2	For Operations, from Table 2 of the Appendix to this Annex:	\$ _____
3	For Standby and Support, from Table 3 of the Appendix to this Annex:	\$ _____
4	For Other Costs, from Table 4 of the Appendix to this Annex:	\$ _____
<b>B</b>	<b>Unscheduled Work</b> For contingencies identified on Table 5 of the Appendix to this Annex for a FIRM PRICE:	\$ _____
<b>C</b>	<b>Cost of Financial Security</b> As per Part 6 Financial Security article, 6-3	\$ _____
<b>D</b>	<b>EVALUATION PRICE</b> Applicable Taxes Excluded, [(summation of A) + B + C ] For an EVALUATION PRICE of :	\$ _____

### **F-2 Unscheduled Work**

Unscheduled work arising, as authorized by the Minister, will be calculated in the following manner:

“Number of hours (to be negotiated) X firm hourly *Charge-out Labour Rates* (as per Appendix 1 to this annex) which include *Overhead* and profit, plus net laid-down cost of materials to which will be added a 10% mark-up, plus Goods and Services Tax or Harmonized Sales Tax as applicable, 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 duration of the Contract and any subsequent amendments.

**F-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. A separate labour component for the purchase and handling of materials or subcontract administration is not allowable.

**F-4 Contingency Pricing**

1. Bidder must quote for Contingency Activities on Table 5 of Appendix 1 to this annex.
2. The 10% mark-up rate applicable to materials does not apply to pro-rated prices nor to contingency pricing, therefore Bidders must include such allowances in their quote.

**F-5 Work Period**

While the first date of the Work Period is requested to be 30 September 2013, the best date which can be offered is \_\_\_\_\_ days after award of contract.

The date offered must be supported by the Bidder's draft schedule as per article 6-9.

Solicitation No. - N° de l'invitation

F1701-130004/A

Amd. No. - N° de la modif.

002

Buyer ID - Id de l'acheteur

xl151

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

F1701-130004

File No. - N° du dossier

XLV-3-36056

CCC No./N° CCC - FMS No/ N° VME

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## **APPENDIX 1 TO ANNEX F - PRICING DATA SHEET**

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

PDS(E)PDF\_F1701-130004\_Zalinski-Standby\_2013-07-23.pdf

To obtain the PDS the Bidder must make a request in writing to the Contracting Authority identified in Article 7-5.1.

Solicitation No. - N° de l'invitation

F1701-130004/A

Amd. No. - N° de la modif.

002

Buyer ID - Id de l'acheteur

xl151

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

F1701-130004

File No. - N° du dossier

XLV-3-36056

CCC No./N° CCC - FMS No/ N° VME

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## **ANNEX G - EVALUATION PLAN**

The Evaluation Plan [EVAL-P] and Evaluation Table [EVAL-T] are provided in separate electronic documents entitled:

EVAL-P(E)\_F1701-130004\_Zalinski-Standby\_2013-07-23.pdf

EVAL-T(E)\_F1701-130004\_Zalinski-Standby\_2013-07-23.pdf

To obtain the EVAL-P and EVAL-T the Bidder must make a request in writing to the Contracting Authority identified in Article 7-5.1.

## ANNEX H - FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with such request by Canada will also render the bid non-responsive or will constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit HRSDC-Labour's website.

Date: \_\_\_\_\_ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- ☐ A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with HRSDC-Labour.

OR



- ( ) A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to HRSDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to HRSDC-Labour.

B. Check only one of the following:

- ( ) B1. The Bidder is not a Joint Venture.

OR

- ( ) B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

**ANNEX I - QUESTIONS AND ANSWERS, 1 - 29**

Q1	For a Bidder who is bidding both requirements (F1701-130003 Zalinski Pollution Removal and F1701-130004 Zalinski Standby) will the proposals be considered and evaluated separately or together?
A1	Evaluations will be considered separately.
Q2	Referring to Q1: If the bidder wishes to propose a common solution, how can we present such a plan in our response to the bid solicitations?
A2	Bidder must respond separately to each entire requirement as stated. Any consideration of supposed "common tools" will be discussed at time of award, if applicable. (see also A16)
Q3	In the Statement of Work [SOW] at 6.4.2, and the PDS Table A Group 2 (etc), there are 8 vessels summarized, identified back to Specification 5.1 thru 5.5; however there is another vessel (dedicated safety vessel) requested at 6.3.2. Please, verify the number of vessels requested as the minimum requirement of the SOW?
A3	Minimum requirement will be nine (9) vessels. Alterations to SOW clauses 5.0 and 6.3.2, as well as the Pricing Data Sheet [PDS] are anticipated to encompass this clarification.
A3.1	Delete answer A3. The dedicated safety vessel is not required. Delete article 6.3.2 of the SOW.
Q4	The Pricing Data Sheet [PDS] does not convey any pricing related to vessel decontamination nor shore line clean up, however the SOW requires some of these items. How do we price these items?
A4	Where minor shoreline cleanup and vessel decontamination is required, and where the response can be managed by the Contractor's on-site staff, the labour portion of work should be absorbed within the established contract price, materials consumed may be charged. Where a more robust response is required and additional response personnel must be mobilized, such response will be discussed through the Deputy On-scene Commander [DOSC] and PWGSC and additional charges will be applicable.
Q5	Please explain the statement at SOW 5.0 "as a minimum" followed by specific parameters given at SOW 5.1 thru 5.5? If we propose a greater number of vessels would we be evaluated accordingly?
A5	The intent is that the vessels to be evaluated will be 8 in number as stated at SOW 5.1 thru 5.5. The "as a minimum" is intended to address the capabilities of the individual vessels proposed, for example physical size or equipment capacities (skimmer capacity for example)
Q6	Similarly to Q5, the PDS Table A refers to both "Minimum crewing" and "total crew"; in the example provided we read "minimum crew=2; total crew for 2 shifts= 6". Is this as CCG requires? Please explain the intent here?

A6	It is expected that the bidder will identify the minimum crewing requirement (safe manning regulations for instance) of each vessel. As part of your proposal you should offer a crewing level greater than "safe manning" in order to be capable of mounting an effective immediate response, therefore the "total crew for 2 shifts" is expected to be greater than 2x the "minimum crew".
Q7	Referring to Q6, where greater than minimum crewing is offered, which obviously will cost more, how will our proposal be fairly evaluated?
A7	The greater response capability associated with a higher complement of crew is evaluated at Table 2 R2.4 (on-site vessel crewing level of effort) and also (availability of rotation .... reserves) both of which are rated 25 WF.
Q8	How should we convey our opinion, and proposal, that additional, or greater capacity equipment than the minimum, should be provided?
A8	Greater than minimum capacity equipment will be evaluated in the general sense, line by line. Additional equipment offered, which is included in the Evaluation Price, will be specifically evaluated at R3.2(D) of Evaluation Table 2.
Q9	How should we convey our opinion, and propose, that a greater number of vessels than 8 should be provided?
A9	Please prepare your proposal for 8 vessels and price accordingly - this will present a fair Evaluation Price against which all proposals will be evaluated. In your written proposal you may suggest additional equipment or vessels in a separated section clearly marked as "Extra to Contract Proposal" in both your Technical Bid and Financial Bid. Such additional offerings will be considered with the selected Bidder only.
Q10	Will PWGSC amend the PDS to address vessel decontamination and shoreline clean-up?
A10	No. (see also A6)
Q11	Do we need a security deposit?
A11	There is "Contract Financial Security" required at Article 7-12 which must be provided by the successful bidder. There is no "bid bond" required.
Q12	The work areas will be very busy having both contractors' equipment ( Salvage & Standby ) together with their accommodation and storage barges, vessels and reserve equipment. Are the channel and cove large enough to accommodate all?
A12	The designated pre-staging area at Lowe Inlet is quite large.
Q13	Who is responsible for disposal of any oil collected? Will the Contractor own it?
A13	Oil transfers to the contractor as part of the contract price, meaning that it is up to the contractor to either consume, sell or dispose of; provided however that an end-use or disposal certificate must be provided to CCG.
Q14	Can questions be forwarded by subcontractors?
A14	Any such questions should be submitted through the "prime" bidder.

Q15	Who is controlling the logistic of the areas as many equipment, floating equipment will be provided by suppliers?
A15	CCG Deputy On-scene Commander.
Q16	Is there a possibility of the 2 contractors combining equipment to achieve "common tools" and efficiencies.
A16	To be discussed at time of award. Each bid must be for the entire requirement as stated, without consideration of any supposed "common tools". (see also A2)
Q17	Usually in the salvage industry, the two tasks ( Pollutant removal and oil spill collection) are subject of one contract. Why are these two activities separated for this particular procurement?
A17	The salvage is considered a "goods contract" whereas the spill response is considered a "services contract" - the two requirements lead to different contract language.
Q18	Can we request a bid extension of 7 days?
A18	Closing date revised to 27 August 2013 by Amendment 1 to the Solicitation.
Q19	As the supplier , we have to make commitments with our sub-contractors of equipment or services. The requested 10 days mobilization seems unrealistic to achieve the requirement. may we have a greater "mobilization period" such that we will not be deemed non-compliant?
A19	The 10 day "mobilization period" is not a mandatory. Bidders are to respond at ITT F-5 with their "best date" which must be supported by their draft schedule. Their response will be evaluated at R-5 on Eval Table 2.
Q20	Referring to Q18; if a bid extension is granted, please confirm a new requested "work period"?
A20	The "work period" at Article 1-2.2(a) is hereby revised to read: "a. The Work Period for this Requirement is as follows: "Commence: 30 September 2013; "Complete: 18 November 2013."
Q21	Referring to Q19; if a new "work period" is granted, will the bid sheet be re-issued with Article F-5 suitably amended?
A21	The bid sheet, Annex F, will be re-issued as an Amendment to the Solicitation.
Q22	We would like to understand the Government of Canada's position on Responder Immunity for the selected Standby Spill Response Contractor. As part of normal business, a certified "response organization" would be conferred immunity under section 181 of the Canada Shipping Act, 2001 [CSA 181]. Will existing immunity provisions of CSA 181, conferred on certified responders, be applicable to this contract and any tasking drawn on this contract?
A22	Immunity provisions of CSA 181, which may have been conferred onto a certified "response organization", are not applicable to work associated with the Brigadier General M. G. Zalinski.
Q23	Referring to Q22: If existing immunity provisions are not deemed to be applicable, will the Minister of Transport designate in writing that the selected contractor will be an "approved responder" and thereby be afforded the immunity provisions of CSA 181?

A23	The contractor selected to provide spill response standby services will not be given responder immunity pursuant to CSA 181., additionally, Transport Canada will not designate the response contractor as an "approved responder".
Q24	In Evaluation Table 2 - Point Rated Criteria 2.4 - point A on site vessel crewing level of effort --- can you explain what this means please?
A24	Refer to Q&A 6, 7 & 8.
Q25	Does the Government of Canada offer any means to remove / limit liability to the contractor?
A25	There is no "limitation of liability" stated in the Request for Proposal [RFP].
Q26	Will Canada consider an alternative "terms and conditions" document? Or a "standby agreement" and then daily "callouts"?
A26	The "terms and conditions" of the eventual contract are demonstrated at Part 7 of the RFP, and such documents referred to from within Part 7, including the Annexes A through E. For the purposes of solicitation and evaluation, no changes are contemplated to the "terms and conditions", excepting as noted within these Questions and Answers or as officially amended on the Buy and Sell.
Q27	Which General Conditions and in particular which indemnification clause will the successful bidder/contractor be subject to during the performance of the contract?
A27	Solicitation Article 7-2.1 identifies the General Conditions 2035, 2013-06-27 (available in the SACC Manual through the Buy and Sell). We suggest that you refer to section 24 of 2035.
Q28	Annex C of the solicitation identifies "Marine Liability Insurance" and "Environmental Impairment Liability Insurance". Are these the only insurances required? Is not "general liability insurance" also required?
A28	Solicitation Article 7-11 states in part that "The Contractor is responsible for deciding if additional insurance coverage is necessary ...". Annex C will be reviewed and may be amended to increase the stated minimums.
A28.1	Further to A28: In Article C-2.1 of Annex C, wording of the first paragraph will be revised in part to "...not less than \$5,000,000 per accident or occurrence ...".
A28.2	Further to A28: An additional article will be added to Annex C which will stipulate a requirement for Commercial General Liability Insurance.
Q29	Referring to Article 4-1(b) of the Solicitation: Please verify who will be the non-government representatives on the Evaluation Team?
A29	<del>Article 4-1(b) will be revised to: "(b) An evaluation team composed of representatives of Canada, Strategem Consulting and London Offshore Consultants, and International Tanker Owners Pollution Federation will evaluate the bids."</del>
A29.1	Delete A29; Article 4-1(b) will be revised to: "(b) An evaluation team composed of representatives of Canada, Strategem Consulting and London Offshore Consultants will evaluate the bids."