

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 3X4
Bid Fax: (250) 363-3344

INVITATION TO TENDER
APPEL D'OFFRES

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

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

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

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

Comments - Commentaires

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

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

Title - Sujet TUG & BARGE RENTAL	
Solicitation No. - N° de l'invitation F1766-140001/A	Date 2014-05-30
Client Reference No. - N° de référence du client F1766-140001	GETS Ref. No. - N° de réf. de SEAG PW-\$XLV-151-6477
File No. - N° de dossier XLV-4-37031 (151)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-06-17	
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 xlvl51
Telephone No. - N° de téléphone (250) 363-0088 ()	FAX No. - N° de FAX (250) 363-3960
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF FISHERIES AND OCEANS SEE HEREIN	

Instructions: See Herein

Instructions: Voir aux présentes

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

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F1766-140001/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

xlv151

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

F1766-140001

File No. - N° du dossier

XLV-4-37031

CCC No./N° CCC - FMS No/ N° VME

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TUG & BARGE CHARTERING SERVICES

PART 1 - GENERAL INFORMATION

1. Statement of Work

Contractor must provide a Manned Tug and Barge. The Work to be performed is detailed under Annex A.

2. Work Period

Approximately 5 days to be scheduled within the period 20 June to 8 August.

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.

4. Trade Agreements

The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).

PART 2 - BIDDER INSTRUCTIONS

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](#) (2014-03-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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.

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. Applicable Laws

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

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.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid – One Copy

Section II: Financial Bid – One Copy

Section III: Certifications – One 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) (<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.

Section I: Technical Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

1.1 Exchange Rate Fluctuation

C3011T (2013-11-16), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.

2. Bid Deliverables

2.1 Mandatory Bid Deliverables

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

Item	Description	Completed and Attached
Section I Technical Bid		
1	Solicitation document part 1 page 1, completed and signed	
Section II Financial Bid		
1	Annex B, Financial Bid Presentation Sheet, completed	

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
Section I Technical Bid		
1	Proof of Master's Certification, Part 5, Article 2.3	
2	Proof of Tug-boat Certification	
Section III Certifications		
1	Integrity Provisions - Provide a complete list of names of all individuals who are currently directors of the Bidder as per Section 01 Integrity Provisions - Bid of Standard Instructions <u>2003</u> .	
2	Canadian Content Certification, Part 5, Article 2.1	
3	Vessel Charter – Information, Part 5, Article 2.4	

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Financial Evaluation

See Annex B, Financial Bid Presentation Sheet.

1.1.1 Evaluation of Price

SACC Manual Clause [A0220T](#) (2013-04-25), Evaluation of Price

2. Basis of Selection

SACC Manual clause A0069T (2007-05-25), Basis of Selection

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and associated information 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 in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

1. Certifications Required Precedent to Contract Award

1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions [2003](#). The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

1.2 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.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada \(ESDC\) - 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.

2. Additional Certifications Required Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure

to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

2.1 Canadian Content Certification

This procurement is limited to Canadian services.

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

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

The Bidder certifies that:

() the services offered are Canadian services as defined in paragraph 4 of clause [A3050T](#).

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.(9), Example 2, of the [Supply Manual](#).

2.1.1 SACC Manual clause [A3050T](#) (2010-01-11), Canadian Content Definition

2.2 Status and Availability of Resources

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

2.3 Education and Experience

SACC Manual clause [A3010T](#) (2010-08-16), Education and Experience

2.4 Vessel Charter (A8501T)

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

- a. name of vessel: _____ ;
- b. official number: _____ ;
- c. length, beam: _____ x _____ ;
- d. displacement: _____ ;
- e. Main engine power: _____ ;
- d. name of vessel's skipper during charter period _____ .

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

- a. name or number of barge: _____ ;
- b. length, beam: _____ x _____ ;

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement applicable to this Contract.

2. Statement of Work

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

3. Standard Clauses and Conditions

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

3.1 General Conditions

2035 (2014-03-01), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract to _____ inclusive.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Gregory Anstey
Title: Supply Team Leader
Public Works and Government Services Canada
Acquisitions Branch

Telephone: 250-363-0088
Facsimile: 250-363-3960
E-mail address: Gregory.anstey@pwgsc.gc.ca

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

5.2 Technical Authority

The Technical Authority for the Contract is provided upon Contract Award.

Name: _____
Title: _____
Organization: _____
Address: _____

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

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical

content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative

Bidder is to complete table below and submit with their bid.

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

6. Payment

6.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Statement of Work at Annex A and the Basis of Payment at Annex B, to a ceiling price of \$ _____. Customs duties are included and Applicable Taxes are extra.

The ceiling price is subject to downward adjustment so as not to exceed the actual costs reasonably incurred in the performance of the Work and computed in accordance with the Basis of Payment.

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

6.2 Single Payment

SACC *Manual* clause [H1000C](#) (2008-05-12), Single Payment

7. Invoicing Instructions

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

Each invoice must be supported by a copy of time sheets to support the time claimed.

Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

8. Certifications

8.1 The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, 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.

8.2 SACC Manual Clauses

A3060C (2008-05-12), Canadian Content Certification

9. Applicable Laws

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

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 2014-03-01, Higher Complexity - Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) the Contractor's bid dated _____.

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

12. Vessel Charter

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

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

13. Vessel Condition

The Contractor warrants that the vessel provided to Canada is mechanically sound, completely seaworthy, equipped with readily accessible lifesaving equipment, will be adequately manned and in full compliance with the *Canada Shipping Act*, S.C. 2001, c. 26.

14. Procedures for Design Change or Additional Work

These procedures must be followed for any design change or additional work.

1. When Canada requests design change or additional work:

- a. The Technical Authority will provide the Contracting Authority with a description of the design change or additional work in sufficient detail to allow the Contractor to provide the following information:
 - i. any impact of the design change or additional work on the requirement of the Contract;
 - ii. a price breakdown of the cost (increase or decrease) associated with the implementation of the design change or the performance of the additional work using either the form [PWGSC-TPSGC 1686](#), Quotation for Design Change or Additional Work, or the form [PWGSC-TPSGC 1379](#) (PDF 56KB) - ([Help on File Formats](#)) Work Arising or New Work.
 - iii. a schedule to implement the design change or to perform the additional work and the impact on the contract delivery schedule.
- b. The Contracting Authority will then forward this information to the Contractor.

- c. The Contractor will return the completed form to the Contracting Authority for evaluation and negotiation. Once agreement has been reached, the form must be signed by all parties in the appropriate signature blocks. This constitutes the written authorization for the Contractor to proceed with the work, and the Contract will be amended accordingly.

2. When the Contractor requests design change or additional work:

- a. The Contractor must provide the Contracting Authority with a request for design change or additional work in sufficient detail for review by Canada.
- b. The Contracting Authority will forward the request to the Technical Authority for review.
- c. If Canada agrees that a design change or additional work is required, then the procedures detailed in paragraph 1 are to be followed.
- d. The Contracting Authority will inform the Contractor in writing if Canada determines that the design change or additional work is not required.

3. Approval

The Contractor must not proceed with any design change or additional work without the written authorization of the Contracting Authority. Any work performed without the Contracting Authority's written authorization will be considered outside the scope of the Contract and no payment will be made for such work.

ANNEX A

USAT Brigadier General B. G. Zalinski
Statement of Work
Provision of Tug and Barge Services

Work Period: Approximately 5 days to be scheduled within the period 20 June to 8 August

Back ground:

In October of 2013, the Canadian Coast Guard launched a pollutant removal operation on the USAT Brigadier General B. G. Zalinski, which had foundered, capsized and sank in 1946 in about 100 feet of water on the East side of Grenville Channel near Lowe Inlet.

The pollutant removal operation entailed the installation of about 12 suction valves and blanks on the upturned bottom plating of the hulk and then pumping of such Bunker C fuel oil as could be accessed at that time. The internal structure of the hulk was discovered to be compromised and perforated to the sea, that is, the tanks which were being pumped were no longer intact. In the initial operation each suction valve was accessed and the oil and oil/water mix was pumped on two occasions. This process ensured that as much product as feasible was removed, however, due to the cold water and highly viscous nature of the Bunker C fuel oil, it was considered likely that there will be some of this product remaining within the hulk.

It was assumed that the product may propagate towards the suction valves over time and therefore it was determined that the hulk would be revisited and re-pumped at a later date.

Purpose of Current Operation:

The purpose of the current operation will be to access each of the suction valves, which were retained on the bottom plating of the hulk, to determine if there has been any propagation of fuel oil to the valves and therefore if there will now be a requirement to re-pump the hulk.

Under separate contract will be provided diver services and such support services as necessary to conduct the underwater operations. The purpose of this Statement of Work is to specify for a:

Manned Tug and Barge

to transport and support the underwater operations.

Technical Requirements:

Barge:

- Length: 180 – 240 Ft
- Barge must be fitted with solid steel low bin side walls (for example 40 inch)

Tug:

- Length: 35 feet, minimum
- Power: 1000 hp, minimum
- Vessel Master: certified by Transport Canada

-
- Crew: 3 minimum, including Master, but not less than as required by regulation.
 - Certification: Tug must be currently certified by Transport Canada.
 - Suitability: Tug must be generally suitable for towing, maneuvering the barge and for operations as detailed herein.

Accommodation:

- Contractor must provide his own accommodations and support services for his employees
- Contractor may provide an accommodation module or trailer to be loaded on the barge.

Directions:

- The "On Scene Commander" of the Canadian Coast Guard will oversee all operations and direct the Contractor's Vessel Master as to daily operations.
- Contractor must provide their Safety Plans which will be shared with all parties involved in this operation.
- Contractor must attend a daily safety meeting

Operations:

- for the intended purpose of Barge will be to load various equipment at Prince Rupert for transport to site (1 km south of Lowe Inlet)
- Barge will tie up perpendicular to the beach
- Pad eyes are in place on shore to tie up to
- Barge must be made secure enough to have tug engines off during operations
- On scene operation should be complete in two or three days and then return to Prince Rupert for unloading
- CCG will be responsible for loading and unloading the barge

Schedule:

- The Contractor must allow for:
 - 1 day to load the barge and transit to the site
 - 2 dive days on site
 - 1 day allowance for weather or additional dive period must be available
 - 1 day to return to Prince Rupert and unload
- Work to be scheduled by agreement at a convenient time within the period:
20 June to 18 August
Taking into consideration the availability of all resources and anticipating the minimum tide/current cycles for diver efficiency
- Pricing and/or price adjustments will be in accordance with terms stated in the Contract

Concurrent Operations of Others:

- Divers will be deployed from crane on the barge to be lowered in the water
- Small amount of oily waste may be recovered when assessing the valves
- Canadian Coast Guard will supply waste storage containment
- Divers will run their operation off the barge
- There will be safety meetings each morning and after action reports at the end of each day to review any lessons learned and the plans for next dive
- Dives will be conducted during slack tides.

**ANNEX B
 FINANCIAL BID PRESENTATION SHEET**

1. Evaluation Price (Contract Ceiling Price)

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

Description	Price (CAD\$)
Known Work, Tug including Master and Crew: Mobilization and transit from Prince Rupert to site (1 day) –	\$ _____
Standby at site and as directed: (2 days) –	\$ _____
Return to Prince Rupert and demobilize (1 day) -	\$ _____
Known Work, Barge: Mobilize, load barge and transit from Prince Rupert to site (1 day) –	\$ _____
Standby at site and as directed: (2 days) –	\$ _____
Return to Prince Rupert, unload and demobilize (1 day) -	\$ _____
Allowance for weather delays or additional work day: Tug including Master and Crew (1 day) –	\$ _____
Barge (1 Day) -	\$ _____
EVALUATION PRICE Applicable Taxes Excluded [sum of above] For an EVALUATED PRICE of:	\$ _____

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 when in similar areas of the vessel.

3. Payment for Unscheduled Work:

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

Number of hours (to be negotiated) x \$ _____, being the Contractor's firm hourly charge-out labour rates which includes overhead and profit, plus net laid-down cost of materials to which will be added a mark-up of 10 percent, plus Applicable Taxes. The firm hourly charge-out labour rate and the material mark-up will remain firm for the term of the Contract and any subsequent amendments.

ANNEX C INSURANCE REQUIREMENTS

1. Marine Liability Insurance

- 1.1 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 (1.2) below.
- 1.2 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.
- 1.3 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

1.4 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.

2. All Risk Property Insurance

- 2.1. The Contractor must obtain All Risks Property insurance while the Government Property is under its care, custody or control, and maintain it in force throughout the duration of the Contract, in an amount of not less than \$ 200,000.00. The Government's Property must be insured on *Replacement Cost (new)* basis.
- 2.2. Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
- 2.3. The All Risks Property insurance policy must include the following:
 - a. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority at least thirty (30) days written notice of policy cancellation.
 - b. Loss Payee: Canada as its interest may appear or as it may direct.
 - c. 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 property however caused.

3. Environmental Impairment Liability Insurance

The Contractor must obtain Contractor's Pollution Liability insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$1,000,000 per accident or occurrence and in the annual aggregate.

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.

The Contractor's Pollution Liability Insurance policy must include the following:

- a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
- b. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- c. Separation of Insureds: The policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

Solicitation No. - N° de l'invitation
F1766-140001/A
Client Ref. No. - N° de réf. du client
F1766-140001

Amd. No. - N° de la modif.
File No. - N° du dossier
XLV-4-37031

Buyer ID - Id de l'acheteur
xl151
CCC No./N° CCC - FMS No./N° VME

- d. **Contractual Liability:** The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- e. **Incidental Transit Extension:** The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.