

**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

<b>Title - Sujet</b> POLLUTANT REMOVAL - ZALINSKI	
<b>Solicitation No. - N° de l'invitation</b> F1802-140002/A	<b>Date</b> 2014-12-03
<b>Client Reference No. - N° de référence du client</b> F1802-140002	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$XLV-151-6613
<b>File No. - N° de dossier</b> XLV-4-37135 (151)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2015-01-08</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Pacific Standard Time PST	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Anstey, Gregory	<b>Buyer Id - Id de l'acheteur</b> xlvl51
<b>Telephone No. - N° de téléphone</b> (250) 363-0088 ( )	<b>FAX No. - N° de FAX</b> (250) 363-3960
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> FISHERIES AND OCEANS CANADA SEE HEREIN	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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**TITLE: Removal and Disposal of Oils from the USAT Brig. Gen. M. G. Zalinski**

**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, the Insurance Requirements, and any other annexes.

**1-2 Summary**

**1. The Statement of Work is as follows:**

- a. The Canadian Coast Guard (CCG) is seeking a contractor to eliminate the threat of pollution from the United States Army Transport (USAT) vessel Brigadier General M.G. Zalinski, sunken approximately, 2.5 kilometres southwest of James Point on Lowe Inlet in Grenville Channel, British Columbia, Canada, at a depth of approximately 27 - 30 metres.

The Contractor must provide divers, pumping capability, suitable vessels and their own support facilities to maintain an independent operation, continuously for a period of about 2 to 3 weeks. The pumping operation will be conducted by accessing shut-off valves installed under a previous contract.

The Work must be conducted in accordance with the associated Technical Specifications detailed in the Statement of Work, attached at Annex A. For specifications, drawings, test sheets, annexes and appendices, bidders must contact the Contracting Authority identified in Article 7-5.1.

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

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## 2. Term of Contract

Work must commence and be completed within the following period:

Commence: 19 January 2015;

Complete: 27 February 2015.

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

## 3. Bidder Capabilities

Bidders will be required to supply with their bid:

- a. Details of Bidder capabilities, how they will comply with mandatory requirements and how they will deliver any other requested goods and services.
- b. 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. Integrity Provisions - Bid

As per the Integrity Provisions under section 01 of Standard Instructions [2003](#), bidders must provide a list of all owners and/or Directors and other associated information as required. Refer to section [4.21](#) of the *Supply Manual* for additional information on the Integrity Provisions.

## 6. Sourcing Strategy

This procurement is subject to AIT and is exempt from: NAFTA [see Chapter 10, Annex 1001.2b, paragraph 1 (a)], the WTO-AGP (see Annex 4), Canada-Chile Free Trade Agreement- Annex III-Schedule of Canada-Exceptions to Most-Favored-Nation Treatment (Chapter G) second paragraph, line c) and the Canada-Peru Free Trade Agreement- Annex 1401.1-6-General Notes- Schedule of Canada-line a)

### 6.1 Canadian Content Policy

The requirement is subject to a preference for Canadian goods and/or services.

## 7. Federal Contractors Program (FCP) for Employment Equity

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

## 8. Optional Goods and/or Services

The Bidder must grant to Canada the irrevocable option to require one (1) additional:

“Removal and Disposal of Oils from the USAT Brig. Gen. M. G. Zalinski”

as described at Annex A of the Contract under the same conditions and at the prices quoted by the Bidder. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before 31 March 2016 by sending a written notice to the Contractor.

### 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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

## **PART 2 - BIDDER INSTRUCTIONS**

### 2-1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada. Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 2014-09-25 Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### 2-2 Submission of Bids

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

### 2-3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than three (3) working days before the bid closing date. Enquiries received after that time may not be answered.

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

#### **2-4 Applicable Laws - Bid**

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. Bidder may, at its discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

#### **2-5 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 five (5) 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, on [16 December 2014](#). The conference will begin at 10:00 am in room 401. 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.

**2-7 Optional Site Visit - Vessel**

Diving on the wreck is not permitted without advance permission from the Contracting Authority. Bidders or representatives of the Bidder may visit the work site at their own expense in order to assess average diving conditions, however, the bidder must make a request in writing to the Contracting Authority at least one (1) week in advance of their proposed visit.

**2-8 Foreign Nationals (Canadian Contractor)**

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

**2-9 Foreign Nationals (Foreign Contractor)**

The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

**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 in a thorough, concise and clear manner for carrying out the work.

### **3-1.2 Section II: Financial Bid**

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

### **3-1.3 Section III: Certification Requirements**

Bidders must submit the certifications required under Part 5.

### 3-2 Tables of Bid Deliverables

#### 3-2.1 Mandatory Bid Deliverables

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

Item	Description	Completed and Attached
<b>Section I Technical Bid</b>		
1	Solicitation document part 1 page 1, completed and signed	
<b>Section II Financial Bid</b>		
1	Annex H <u>Financial Bid Presentation Sheet</u> , completed	
2	Appendix 1 to Annex H <u>Pricing Data Sheets</u> , completed	
<b>Section III Certifications</b>		
1	Canadian Content Certification (if applicable), Article 5-3.1 completed and signed	

#### 3-2.2 Supporting Bid 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.		
2	Preliminary Project Schedule, as per Article 6-10		
<b>Section II Financial Bid</b>			
1	Changes to Applicable Laws (if any) as per article 2-4		
2	Proof of good standing with Worker's Compensation Board as per article 6-6		
3	Subcontractor List (if any) as per article 6-9		
4	Contractor's Representative(s) as per article 7-5.4		
5	Project Management Team Details, as per article D-1.5		
<b>Section III Certifications</b>			
1	Integrity Provisions articles 1-2.5 & 5-2.1 and Provide a complete list of names of all individuals who are currently directors of the Bidder as per Annex J, Information Required for Integrity Provisions Verification.		

### 3-2.3 Supplementary Bid Deliverables

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

Item	Description	Completed and Attached	To be forwarded if requested by the CA
<b>Section I Technical Bid</b>			
1	Details of environmental emergency response plans and waste management procedures, as per article 6-7		
2	Details of formal environmental training completed by employees, as per article 6-7		
<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 6-5		
3	Proof of valid Labour Agreement or similar instrument covering the work period as per article 6-8		
<b>Section III Certifications</b>			
1	Signed Consent Form ( <u>Consent to a Criminal Record Verification</u> form- PWGSC-TPSGC 229) ( <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> ), as per articles 1-2.5 & 5-2.1		

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

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

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the Mandatory and Supporting/Supplementary deliverables as found in Section 3-2, Tables of Bid Deliverables.

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

#### **4-1.1 Evaluation Procedures for Procurement Conditionally Limited to Canadian Content**

The evaluation team will determine first if there are two (2) or more bids with a valid Canadian content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue

among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

#### **4-2 Basis of Selection**

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

#### **4-3 Public Bid Opening**

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

### **PART 5 - CERTIFICATIONS**

#### **5-1 General**

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.

#### **5-2 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 specified will render the bid non-responsive.

##### **5-2.1 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.

### 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.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/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.

### 5-3. Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

#### 5-3.1 Canadian Content Certification

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

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

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

The Bidder certifies that:

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

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.

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Name	Signature	Title	Date
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#### 5-3.2 SACC Manual Clauses

Reference	Date	Title
A3050T	2014-11-27	Canadian Content Definition

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

### **6-1 Security Requirement**

There is no security requirement applicable to this Contract.

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

SACC Manual Clause A9033T 2012-07-16 Financial Capability

### **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 H:

#### **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;

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**“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.

**“conditions” of the letter of credit are**

- a. must state the face amount which may be drawn against it;
- b. must state its expiry date;
- c. 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;
- d. 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;
- e. 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;

- f. must clearly specify that it is irrevocable or considered to be irrevocable pursuant to article 6c) of the 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.

#### **6-4 NOT USED - Controlled Goods Requirement**

#### **6-5 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.

#### **6-6 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.

#### **6-7 Environmental Protection**

Before contract award and within twenty-four (24) hours of written notification by the Contracting Authority, the Bidder must submit details of its environmental emergency response plans, waste management procedures and/or formal environmental training undertaken by its employees. In addition, the Bidder must submit samples of its processes and procedures pertinent to the completion of the Work.

#### **6-8 Valid Labour Agreement**

If the Bidder has a labour agreement, or other suitable instrument, in place with its unionized labour or workforce, it must be valid for the proposed period of any resulting contract. Before contract award and within twenty-four (24) hours of written notification by the Contracting Authority the Bidder must provide evidence of that agreement.



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## **6-9 List of Proposed Sub-contractors**

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

## **6-10 Project Schedule - Bid**

1. As part of its technical bid, the Bidder must propose its preliminary project schedule, in detailed bar chart format. The project schedule must include the Bidder's work breakdown structure, the scheduling of main activities and milestone events, and any potential problem areas involved in completing the Work.
2. The Bidder's schedule must also provide a target date for each of the following significant events (based on a possible award date of [13 January 2015](#)):
  - a. Commence mobilization;
  - b. First arrival on site;
  - c. Commence dive operations;
  - d. Complete pumping operation, 1<sup>st</sup> cycle;
  - e. Complete pumping operation, 2<sup>nd</sup> cycle;
  - f. Complete de-mobilization;
  - g. Complete oil/oily-water disposal.

## **6-11 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 as set out in Annex H.

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.

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

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

### **7-1.1 Statement of Work - Contract**

The Contractor must:

- a. Remove and dispose of oils and oily-water from the USAT Brig. Gen. M. G. Zalinski.

The Work must be conducted in accordance with the associated Technical Specifications detailed in the Statement of Work attached at Annex A.

- b. Carry out any approved unscheduled work not covered in the above paragraph (a).

### **7-1.2 Optional Goods and/or Services**

The Contractor grants to Canada the irrevocable option to acquire one (1) additional:

“Removal and Disposal of Oils from the USAT Brig. Gen. M. G. Zalinski”

as described at Annex A of the Contract, under the same conditions and at the prices stated in Annex B of the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before 31 March 2016 by sending a written notice to the Contractor.

### **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**

2030 2014-09-25, General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

**Section 26 entitled “Liability” of General Conditions 2030 incorporated by reference above is hereby deleted in its entirety and replaced with the following:**

1. This section applies despite any other provision of the Contract and replaces the section 26 of the general conditions entitled “Liability”. Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees.

2. Whether the claim is based in contract, tort, or another cause of action, the Contractor's liability for all damages suffered by Canada caused by the Contractor's performance of, or failure to perform the Contract is limited to \$10,000,000.00 per incident or occurrence, to an annual aggregate of \$20,000,000 for damages caused in any one year of carrying out of the Contract, each such year starting on the date of coming into force of the Contract or its anniversary, and to a total maximum liability of \$40,000,000.00. This limitation of the Contractor's liability does not apply to:

- (a) any infringement of intellectual property rights; or
- (b) any breach of warranty obligations.

3. Each Party agrees that it is fully liable for any damages that it causes to any third party in connection with the Contract, regardless of whether the third party makes its claim against Canada or the Contractor. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada for that amount.

#### **7-2.2 Supplemental General Conditions**

1029 2010-08-16, Ship Repairs, excluding sections 7, 8 and 9, 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 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.

#### **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: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

The Inspection Authority may designate, and be represented by, an On-Scene Commander, as noted in the Statement of Work.

#### 7-5.4 Contractor's Representative

Name and telephone numbers of the person responsible for production:

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

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

Name and telephone numbers of the person responsible for contractual matters:

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

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

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**(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 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**

Reference	Date	Title
C0711C	2008-05-12	Time Verification

**7-7 Invoicing Instructions**

**7-7.1 Invoicing Instructions - Progress Payment Claim**

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

- a. all information required on form PWGSC-TPSGC 1111; and,
- b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions.

2. The Contractor must not submit claims until all work identified in the claim is completed.

**7-7.2 Invoice is to be made out to:**

CCG/Marine Engineering  
Institute of Ocean Sciences  
9860 West Saanich Road,  
Sidney, BC, V8L 4B2

Attention: Rebecca Kelman

**7-7.3 Original invoice is to be sent for verification to:**

Public Works and Government Services Canada  
Acquisitions, Marine  
401 - 1230 Government Street  
Victoria, B.C., V8W 3X4

Attention: Gregory Anstey

**7-8 Certifications - Contract**

**7-8.1 Compliance**

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.

**7-9 Applicable Laws - Contract**

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 Supplemental General Conditions 1029 2010-08-16, Ship Repairs, as amended herein;
- c. the General Conditions 2030 2014-09-25, Higher Complexity – Goods, as amended herein;
- d. Annex A, Statement of Work;

- e. Annex B, Basis of Payment;
- f. Appendix 1 to Annex B, Rate Sheet;
- g. Annex C, Insurance Requirements;
- h. Annex D, Project Management Services; and,
- i. the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*), as amended \_\_\_\_\_ (*insert date(s) of amendment(s) if applicable*)

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

**7-11 NOT USED - Defence Contract**

**7-12 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. 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.

**7-13 NOT USED - Controlled Goods Program**

**7-14 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 the form, or the form PWGSC-TPSGC 1379 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.

## **7-15 Financial Security**

### **7-15.1 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:
- 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;
- OR**
- b. a security deposit as defined in Article 6.2.1 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 unmaturing, 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.

#### **7-15.2 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 expiration date indicated in the Contract.

#### **7-16 Environmental Protection**

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

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

All waste disposal certificates are to be provided to the Inspection Authority or designate, 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.

#### **7-17 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.

**7-18 NOT USED - Welding Certification - Contract**

**7-19 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 or designate on pertinent stages of work to permit inspection when considered necessary by the Inspector.

**7-20 Project Schedule - Contract**

1. The Contractor must provide a detailed project schedule in detailed bar chart format to the Contracting Authority and the Technical Authority no later than five (5) Working Days after contract award. This schedule must highlight the specific dates for the events listed below.
2. The Contractor's schedule must include target dates for each of the following significant events:
  - a. Commence mobilization;
  - b. First arrival on site;
  - c. Commence dive operations;
  - d. Complete pumping operation, 1<sup>st</sup> cycle;
  - e. Complete pumping operation, 2<sup>nd</sup> cycle;
  - f. Complete de-mobilization;
  - g. Complete oil/oily-water disposal.
3. The schedule is to be regularly updated and available in the Contractor's office for review by Canada's authorities to determine the progress of the Work.

**7-21 Meetings**

**7-21.1 Start-Up Meeting**

A start-up meeting will be convened and chaired by the Contracting Authority at the Contractor's facility up to two (2) weeks before the commencement of the work period.

This meeting may be conducted via tele-conference.

**7-21.2 Work Site Meetings**

Work site meetings, chaired by the Technical Authority or Inspection Authority, will take place on site as and when required, generally once a week. Daily meetings may

also be scheduled. Contractor's attendees at these meetings will, as a minimum, be its **Project Manager, Dive Master and Vessel Master(s).**

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

#### **7-21.3 Contract Completion and Acceptance Meeting**

1. A Contract Completion and Acceptance meeting will be convened and chaired by the Contracting Authority at the Contractor's facility about two (2) weeks after completion of the on-site work.
2. The Contractor must provide a detailed report of work actually completed including all supporting documents required by the Statement of Work. This report must provide details referenced to the Statement of Work and, for any additional work, be referenced to applicable PWGSC 1379 or Work Estimate Request forms. Details of disposals, including applicable disposal certificates, must be provided.
3. The acceptance of the work must be in accordance with form PWGSC-TPSGC 1205, Acceptance (Refits and Repairs).

Subsequent to the Contract Completion and Acceptance meeting and acceptance of the work, the Contractor may submit their final invoice for the work as per article 7-7.

This meeting may be conducted via tele-conference.

#### **7-22 SACC Manual Clauses**

<b>Reference</b>	<b>Date</b>	<b>Title</b>
A0285C	2007-05-25	Workers Compensation
A2000C	2006-06-16	Foreign Nationals (Canadian Contractor)
A2001C	2006-06-16	Foreign Nationals (Foreign Contractor)
A3060C	2008-05-12	Canadian Content Certification (If applicable)
A9055C	2010-08-16	Scrap and Waste Material

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

## **ANNEX A - STATEMENT OF WORK**

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

[SOW\(E\)\\_F1802\\_140002\\_Zalinski-Pumping\\_2014-11-24.pdf](#)

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

**A-2** The Parties agree that references in the SOW to the Canadian Coast Guard's provision of on-site spill response resources is for the sole purpose of mitigating environmental damage, that there is no obligation for the CGG to provide clean-up services, and that the provision or absence of such service does not in any way, shape or form relieve the contractor from its responsibilities and obligations under contract and at law.

## **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-1.1 Contract Price**

<b>a.</b>	<b>Known Work</b> For work as stated in Part 7 Article 1.1, as specified in Annex A and as detailed on the Pricing Data Sheet, <div>For a FIRM PRICE of:</div>	<div>\$0.00</div>
<b>b.</b>	<b>Cost of Financial Security</b> As per Part 7 Article 15	<div>\$0.00</div>
<b>c.</b>	<b>Contract Price</b> Applicable Taxes Excluded [a + b]: <div>For a FIRM PRICE of:</div>	<div>\$0.00</div>

Note: The “Estimated Total Cost” or “Revised Total Cost”, as stated on page 1 of this contract, includes an estimate of Applicable Taxes [refer to the General Conditions].

### **B-1.2 Priced Options**

Refer to Article 7-2.2 for applicability

<b>a.</b>	<b>Optional Work</b> For work as stated in Part 7 Article 1.2, as specified in Annex A and as detailed on the Pricing Data Sheet, <div>For a FIRM PRICE of:</div>	<div>\$0.00</div>
<b>b.</b>	<b>Cost of Financial Security</b> As per Part 7 Article 15	<div>\$0.00</div>
<b>c.</b>	<b>Option Price</b> Applicable Taxes Excluded [a + b]: <div>For a FIRM PRICE of:</div>	<div>\$0.00</div>

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

#### **A. Price Breakdown:**

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

#### **B. Pro-rated Prices:**

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

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**C. Payment for Unscheduled Work:**

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

Number of hours (to be negotiated) X \$ (the applicable rate), being the Contractor's firm hourly charge-out labour rate which includes overhead and profit, plus net laid-down cost of materials, including subcontracted costs, to which will be added a mark-up of 10 percent, plus applicable Taxes, calculated on the total cost of material and labour.

The firm hourly charge-out labour rate and the material mark-up will remain firm for the term of the Contract and any subsequent amendments.

**APPENDIX 1 TO ANNEX B - RATE SHEET**

The firm hourly *Charge-out Labour Rate(s)* are detailed on the Rate Sheet [RS] which is provided in a separate electronic document entitled:

[RS\\_F1802\\_140002\\_Zalinski-Polutants\\_Rev0.pdf](#)

The RS may be obtained by making a request in writing to the Contracting Authority identified in Article 7-5.1.

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## **ANNEX C - INSURANCE REQUIREMENTS**

### **C-1 Protection & Indemnity (P&I) Insurance**

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

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.

## **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 \$1,000,000 per accident or occurrence and in the annual aggregate.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The Contractors Pollution Liability insurance policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
  - b. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - c. Separation of Insureds: The policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - d. Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - e. Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any



transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.

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

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

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## **ANNEX D - PROJECT MANAGEMENT SERVICES**

### **D-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.

### **D-2. Project Manager**

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

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

- a. Other than the Project Manager, 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. Project Management
  - ii. Quality Assurance
  - iii. Safety and Environmental Management

### **D-4. Reports**

- a. The following Management Reports and Documentation are to be prepared and maintained by the Contractor and submitted to the Crown in accordance with the Contract or upon request by the Contracting Authority:
  - i. Production Work Schedule
  - ii. Inspection Summary Report
  - iii. Growth Work Summary

### **D-5. Bid Deliverables**

- a. Names, brief resumes, and a list of duties for each of the team members that ensures that each of the project elements listed in article 3 above have been addressed.

## **NOT USED - ANNEX E, ANNEX F & ANNEX G**

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

### **H-1 Evaluation of Price**

The price of the bid will be evaluated in Canadian dollars, applicable taxes excluded.

#### **H-1.1 Known Work**

<b>a.</b>	<b>Known Work</b> For work as stated in Part 7 Article 1.1, and as specified in Annex A (Price is to be detailed on the Pricing Data Sheet); For a FIRM PRICE of:	\$ _____
<b>b.</b>	<b>Cost of Financial Security</b> As per Part 7 Article 15	\$ _____
<b>H1.</b>	<b>Bid Price for Known Work</b> Applicable Taxes Excluded [a + b]: (Copy to Table H-1.4) For a FIRM PRICE of:	\$ _____

#### **H-1.2 Optional Work**

Refer to Articles 1-2.8 and 7-1.2.

<b>a.</b>	<b>Optional Work</b> For work as stated in Part 7 Article 1.2, and as specified in Annex A For a FIRM PRICE of:	\$ _____
<b>b.</b>	<b>Cost of Financial Security</b> As per Part 7 Article 15	\$ _____
<b>H2.</b>	<b>Bid Price for Optional Work</b> Applicable Taxes Excluded [a + b]: (Copy to Table H-1.4) For a FIRM PRICE of:	\$ _____

### H-1.3 Estimated Contingencies

The following unscheduled work must be included in the bidder's price for evaluation (Refer to Article 6-11):

<b>a.</b>	<b>Price for additional on-site working days</b> Price for all equipment and personnel, encompassing a twenty four (24) hour period and including at least 10 hours of actual diving time, subject to article 7-14: Price per day for 24 hours \$ _____ ; Price for five (5) days: \$ _____ (Daily rate is to be detailed on the Pricing Data Sheet)	
<b>b.</b>	<b>Price for additional on-site non-working days</b> Price for all equipment and personnel for additional twenty four (24) hour non-work days, for example weather delays, subject to article 7-14: Price per day for 24 hours \$ _____ ; Price for two (2) days: \$ _____	
<b>H3.</b>	<b>Bid Price for Estimated Contingencies</b> Applicable Taxes Excluded [ a + b ]: (Copy to Table H-1.4)	For a FIRM PRICE of: \$ _____

### H-1.4 Price for Evaluation Price

<b>H1.</b>	<b>Bid Price for Known Work</b> As detailed on Table H-1.1	\$ _____
<b>H2.</b>	<b>Bid Price for Optional Work</b> As detailed on Table H-1.2	\$ _____
<b>H3.</b>	<b>Bid Price for Estimated Contingencies</b> As detailed on Table H-1.3	\$ _____
<b>H4.</b>	<b>EVALUATION PRICE TOTAL</b> Applicable Taxes Excluded [ H1 + H2 + H3 ]: For a FIRM PRICE of:	\$ _____

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## **H-5     Unscheduled Work – Labour Rates**

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

Number of hours (to be negotiated) X (the applicable firm hourly) *Charge-out Labour Rate* which includes *Overhead* and profit, plus net laid-down cost of materials including subcontracted costs, to which will be added a 10% mark-up, plus applicable taxes calculated on 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.

The firm hourly *Charge-out Labour Rate(s)* must be detailed on the Pricing Data Sheet.

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

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

[PDS\\_F1802\\_140002\\_Zalinski-Polutants\\_Rev0.xls](#)

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

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**NOT USED - ANNEX I – CERTIFICATIONS**

**ANNEX J - INFORMATION REQUIRED FOR INTEGRITY PROVISIONS  
VERIFICATION**

Please provide list of names of the following entities, according to the ownership nature of the company

1. For a Corporation - each current member of the Bidder's Board of Directors;

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2. For a Partnership, General Partnership or Limited Partnership - the names of all current partners;

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3. For a Sole Proprietorship or an individual doing business under a firm name - the name of the sole proprietor or individual;

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4. For a Joint Venture - the names of all current members of the Joint venture;

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5. For an individual - the full name of the person

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Fisheries and Oceans  
Canada

Pêches et Océans  
Canada

Canadian  
Coast Guard

Garde côtière  
canadienne



## CANADIAN COAST GUARD

U.S. Army Transport Vessel Brigadier General M.G. Zalinski

### STATEMENT OF WORK

(Pollution Removal Solicitation)



24 November 2014

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## **A Scope**

### **A-1 Objective**

The Canadian Coast Guard (CCG) requires an experienced salvage contractor (SC) to eliminate the threat of pollution from the United States Army Transport (USAT) vessel Brigadier General M.G. Zalinski, sunken at approximate position 53 31.60N, 129 34.93W, in Grenville Channel, British Columbia, Canada, at a depth of approximately 27 – 30 metres.

The “Zalinski” was carrying a quantity of Bunker C fuel oil in various tanks and, according to its cargo manifest, a number of other pollutants stowed in its cargo hold. Over the last 67 years, the hull of the “Zalinski” has degraded to the point where the rivets have corroded, allowing Bunker C oil to seep out. Although patches have provided temporary solutions, the hull continues to degrade over time allowing more Bunker C to seep out. No discharges of the other pollutants onboard the “Zalinski” have ever been detected, however their presence onboard the vessel pose a risk to the marine environment. As such, the CCG has taken measures now to eliminate this threat.

It will be necessary for the salvage contractor to work closely with the Canadian Coast Guard in order for this project to be successful. The Canadian Coast Guard will be on site with spill response resources and, without being obligated to the Contractor to do so, will conduct spill response operations in the case of a pollution incident.

This project must be undertaken as soon as operationally feasible, bearing in mind the potentially inclement weather conditions the north coast of British Columbia normally encounters throughout the fall and winter months.

### **A-2 Background**

In September 2003, Canadian officials were alerted to the wreck’s dangers when oil was discovered on the surface near the site. CCG received reports of oil pollution in the Grenville Channel approximately 88.5 kilometres south of Prince Rupert, B.C. Upon investigation, CCG discovered no obvious source of pollution.

A review of available historical records led investigators to believe that the wreck could be the Brigadier General M.G. Zalinski, which sank in that location on September 29, 1946, while en route from Seattle, Washington, to Whittier, Alaska, carrying a cargo that included lumber, food, mail, vehicles and munitions.

In October 2003, a remotely operated vehicle (ROV) survey identified the source of the oil pollution as a large overturned wreck resting on the slope of the channel at the mouth of Lowe Inlet.

Confirmation that the vessel was indeed the “Zalinski” was later received by the U.S. Government, who also provided a detailed cargo manifest. The “Zalinski’s” identity was further confirmed by Canadian Navy divers who found markings on the ship’s bell.

Over the last decade, several dives to the wreck site have been made to patch leaks and assess the condition of the “Zalinski”. During the dive in 2013, it was determined that the “Zalinski’s” condition

had visibly deteriorated to the point that a more significant release of the Bunker C oil is probable. As such, preventive measures were taken to eliminate this threat.

The Canadian Coast Guard conducted a pollutant removal operation in the fall of 2013, with the intent to inject steam into the tanks and pump out pollutants. During the initial assessment the covers of the tanks were found to be missing and steam injection was no longer an option. The recovery contractor then pumped the oil cold from the tanks. This method recovered oil from the tanks; however oil migration to the valves was slow. When no further oil could be recovered, the Unified Command determined there would be another pump operation to recover any further residual oil that may migrate towards the valves.

Based on the “*Zalinski’s*” records, the capacity of the fuel tanks was approximately 700 tons. It should be noted that although vessel drawings indicate the location of fuel tanks, subsequent damage to the “*Zalinski*” at the time of sinking, and deterioration of the interior structure over time, it is believed that migration of oil within the structure of the “*Zalinski*” has occurred.

The pollutant recovery operation concluded in December of 2013. Oil recovered was; 48.5 cubic metres of bunker oil and 337.8 cubic metres of oily water.

During the valve inspection of the “*Zalinski*” in July of 2014 it was found that oil has migrated to the valves and requires a further pumping operation. This operation is planned for the fall of 2014.

### **A-3 Abbreviations**

12/7 – Operational hours, averaging 12 hours a day 7 days a week, allowing flexibility for tides

CCG – Canadian Coast Guard

OSC - On-Scene Commander

JHA – Job Hazard Analysis

JSA – Job Safety Analysis

SC – Salvage Contractor

### **A-4 Applicable Documents**

As part of this Statement of Work, a series of supporting documentation is being provided to ensure that bidders have all the required information to develop an appropriate proposal and effective work plan.

The list of supporting documentation is as follows:

1. Photo of the “*Zalinski*” (zalinski.jpg)
2. Photos detail and operation of valves
3. Dive narrative – January 2013 (Incident Narrative Zalinski Jan 2013.doc)
4. “*Zalinski*” drawings tank locations
5. “*Zalinski*” position drawing – (Zalinski’s position.pdf)
6. Mammoet final report 2013 December

7. Valve inspection report 2014
8. 2D view of *"Zalinski"* – (P2196-WSS-01-01-R00.pdf)
9. General arrangement view – (GENERAL ARRANGEMENT.pdf)
10. Various 3D images of wreck – (Mammoet Zalinski Wreck Perspective 01 – 04.jpg)
11. Various pdfs of vessel drawings
12. Tank capacity drawings – (13993-w.pdf)

## **B Requirements**

### **B-1 Task / Technical Specifications**

An experienced salvage contractor is required to conduct a vessel oil removal / mitigation operation on the sunken U.S. Army Transport Vessel Brigadier General M. G. Zalinski. The following is a detailed description of work to be conducted:

### **B-2 Task 1 - Oil Removal Operation**

1. The contractor must use existing valve extraction points left from previous operations. The CCG considers the removal of oil from the *"Zalinski"* complete when no oil is observed emanating from the discharge hose from any of the access points of the *"Zalinski"*.
2. The removed oil and other pollutants from the *"Zalinski"* must be disposed of by the contractor in accordance with all federal and provincial waste disposal regulations and guidelines. The contractor must utilize a recovery barge or other floating platform of sufficient capacity to handle all wastes, including oily water, collected from the *"Zalinski"*. The barge or floating platform used must conform to appropriate regulations stipulated under the Canada Shipping Act, 2001.
3. The CCG expects large quantities of water to be collected as a result of pumping operations. The contractor, therefore, must identify their decanting procedures they intend to use throughout the operation.
4. It is expected that some residual oil will remain in various locations of the *"Zalinski"* once pumping operations have terminated. As such, the contractor will not remove valves on the *"Zalinski"* hull allowing the CCG to visit the wreck site in the future and pump any residual oil that may collect over time. CCG will supply information to the operation of the valves.
5. During the pumping operation a diver will be relieved at the valve, unless unavoidable, in which case pumping must be stopped and valve closed until the relief divers arrives.
6. Contractor will demonstrate how the valve and hose will be cleaned of oil by divers, prior to moving to another valve.

## **C Contractor Resource Requirements**

The contractor is required to obtain, mobilize, secure, demobilize and decontaminate all their resources for this operation. Securing arrangements for the contractor's resources at the wreck site must have minimal or negligible residual environmental impacts. The contractor should expect that the CCG OSC or his representative will be onboard the contractor's primary support vessel throughout the conduct of this operation (accommodation arrangements for the CCG or OSC are not required).

### **C-1 General**

1. The bidder must take into consideration vessel traffic requirements for Grenville channel throughout the duration of their operation. Grenville channel is a busy route for ferries, cruise ships, and fishing vessels and will remain open throughout the operation. Although an exclusion zone will be implemented in Grenville Channel. The bidder must identify the size of the exclusion zone and no wake, no passing and no crossing requirements. The size of the exclusion zone may change in accordance with the associated risks.
2. The contractor must take all reasonable measures to ensure their operations have as minimal impact to the marine environment as possible. To assist in mitigation of the risk that minor releases of oil may result from the Contractor's submerged oil removal operations, the Canadian Coast Guard will be on site with spill response resources and, without being obligated to the Contractor to do so, will conduct spill response operations .
3. As Grenville Channel is known for its large tides, excessive currents and inclement weather, which limits the operational window for conducting this operation, bidders will include methods for mitigating these factors in their proposal;
4. The contractor will run a self-sufficient operation without requiring CCG or other government departmental resources. The contractor is responsible to provide sufficient resources to work daytime hours 7 days a week
5. The contractor will be required to provide daily written situation reports, including:
  - a. Description of work accomplished to date;
  - b. Current status (work in progress);
  - c. Next steps.
  - d. Progress against the projected work schedule

## **D Technical Requirements**

As part of the bidding process, bidders must provide a proposal which includes the following:

### **D-1 Task 1 – Oil Removal Operations Plan**

This plan should include the following information:

1. The proposed methods and procedures to extract oil from the “Zalinski”.
2. The decanting procedures that will be used throughout pumping operations.
3. Diver safety and mitigation procedures
4. Operation communication plan (must include procedures to alert CCG of any discharges, potential discharges or other threats.

### **D-2 Other Contractor Requirements**

1. A mobilization and work schedule indicating contractor resource mobilization, securing of vessels (including detailed mooring and/or anchoring arrangements), decontamination, demobilization, and associated milestones;
  - a. CCG must coordinate their response resources with the Contractor's schedule, therefore, the schedule must be approved by Canada prior to implementation.
  - b. Anchors are in place on the shoreline for securing barge to land.
  - c. At least one of the valves is missing its hand wheel and must be opened by other mechanical means.
2. Strategies to reduce impacts to local communities and the marine environment (i.e. noise, light and marine pollution, minimal impact on community vessel traffic, minimal impact on local fisheries, etc.).
3. An organizational plan and chart that clearly depicts the site organization for pumping operations, including all personnel, their names, and responsibilities.
4. A detailed site safety plan including hazard monitoring, procedures for initial ongoing job safety analyses / job hazard analyses (JSA/JHA) and medical evacuation procedures.
5. A detailed contingency plan to address any unexpected events which must include, but need not necessarily be limited to:
  - a. Severe weather;
  - b. Equipment breakdown, critical equipment redundancy;
  - c. Unexpected events occurring underwater during oil removal and pollutant assessment / mitigation operations.
6. A detailed communication plan depicting radio network and frequencies dedicated to supporting command, tactical and safety communications as well as supporting interface with CCG and other entities on site. On site communication, both written and oral, will be in English only.

### **D-3 Considerations**

1. As this job is considered a federal government work site, the bidder will incorporate all applicable Canadian and provincial standards and regulations in their proposed work to ensure compliance with the conduct of their work. This includes:
  - Canada Coasting Trade Act
  - Canada Labour Code, Part II;
  - Maritime Occupational Health and Safety Regulations;
  - Part 24 of the Occupational Health and Safety Regulations of British Columbia;
  - The applicable Canadian Standards Association Diving Standards
2. The CCG will provide an On-Scene Commander (OSC) for this operation who will monitor all aspects of the operation, in accordance with the SOW and submitted work plans. The CCG OSC is authorized to direct that any or all work be stopped should any portion of the operation be deemed to be unsafe, or if there is a grave or imminent environmental threat, until such unsafe condition has been resolved.
3. The contractor should note that various CCG resources, including vessels and various spill response resources will be present throughout the operation and, without being obligated to the Contractor to do so, the CCG will conduct spill response operations in the case of a pollution incident.
4. The contractor must be aware that recovered product, in particular Bunker C oil circa 1946, may have different characteristics to present products. This may include, but not limited to, higher concentrations of hydrogen sulfide, lead and other contaminants. As such, appropriate safety precautions and other measures must be taken to ensure the safe removal, handling and disposal of this product.
5. In the event of a catastrophic release of oil or other pollutants, the contractor must remain onsite during response operations and carry out the remaining work as specified in their work plan.
6. The contractor is reminded that pursuant to the Canada Shipping Act, 2001, they are responsible for any pollution releases that occur during this operation as a result of their actions.
7. Divers may be faced with high currents and shorter dive periods.
8. For maximum productivity divers will change out on the wreck, not on deck.
9. The average depth is 80 feet and maximum 90 feet.

## **E Estimating**

### **E-1 Bidding**

For purposes of bidding, the Bidder must assume the following quantities:

1. A total of fifteen (15) existing valves must be accessed and sequentially pumped.
2. After connection and preparations are completed, the actual pumping time for five valves must be at least three (3) hours, Five valves at least 2 hours and five valves at least 1 hour and the quantity of fluids (oil and oily-water) to be pumped from each valve location must be not less than three (3) cubic metres. Any changes to this must be authorized by the Coast Guard representative.
3. The CCG OSC will determine if additional pumping is required at any valve prior to moving to the next location; pricing subject to PWGSC 1379 action.
4. After completing the initial cycle of pumping at all of the identified valves, a second partial cycle of pumping must be conducted at valve locations which yielded any significant quantities of oil. The CCG OSC in conjunction with the contractor will determine which valves are to be pumped.
5. For the second cycle, the Bidder must assume that ten (10) of the valves must be accessed and sequentially pumped.
6. The actual pumping time at each of the valves for the second cycle must be not less than one (1) hour and the quantity of fluids (oil and oily-water) to be pumped from each valve location must be not less than two (2) cubic metres. These will be valves where oil was found in the initial round.
7. It is anticipated that the minimum quantity of fluids to be recovered will be 95 cubic metres, However, the Bidder must provide capacity to recover and store not less than 300 cubic metres.
8. The Bidder must provide their bid price to transport and dispose the recovered fluids at an approved disposal site. For estimating purposed the Bidder must assume the disposal of 60 cubic metres of oil and 180 cubic metres of oily-water.

### **E-2 Un-scheduled requirements:**

The Bidder must provide their bid price for the following un-scheduled requirements:

1. Additional on-site non-working days (for example 24 hour weather delays) for all equipment and personnel.
2. Additional on-site working days, including all applicable dive hours, for all equipment and personnel.

### **E-3 Procedures**

For purposes of bidding, the Bidder must assume the following procedures:

1. The CCG OSC will direct such additional pumping time as necessary subject to PWGSC 1379 action.
2. Regulations may preclude the storage of oil and/or oily-water in bottom tanks of a barge.
3. No fluids, once recovered from the wreck to the salvage barge, may be reintroduced to the ocean.
4. All recovered fluids must be transported to and disposed of at an approved disposal facility.
5. Only vessels will be permitted in Lowe inlet for mooring.
6. There will be no re-fueling in Lowe Inlet (no exceptions).

### **F Deliverables**

The planned outcome of this project is as follows:

- The reduction of the threat of pollution from the *"Zalinski"* as specified under Requirements, as low as reasonably practical.
- The ability for CCG to access the wreck site on future occasions and effectively remove any residual oil that may collect over time via hot tap valves already in place.

The Contractor must provide to Canada a summary report of all work conducted, including the type and total (in litres) of oil removed from the *"Zalinski"* and any lessons learned during the conduct of this operation. The contractor is to supply copies of all video and photos captured from the operation to the Canadian Coast Guard.

- oil pumping operations (surface and subsurface);
- Any underwater impediments to the removal of oil or other pollutants.
- Barge operations

Deployment and demobilization operations shall not be part of the video. The report (in PDF format) and video (in DVD) format will be presented to the CCG within **1** month of completion of operations.