



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 3X4

Title - Sujet MV Sun Sea - Technical Inspection	
Solicitation No. - N° de l'invitation 47890-207533/A	Date 2019-05-31
Client Reference No. - N° de référence du client 47890-207533	GETS Ref. No. - N° de réf. de SEAG PW-\$XLV-211-7743
File No. - N° de dossier XLV-9-42031 (211)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-06-18	
Time Zone Fuseau horaire Pacific Daylight Saving Time PDT	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Buchan, Torrey	Buyer Id - Id de l'acheteur xlv211
Telephone No. - N° de téléphone (250) 216-2092 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Canada Border Agency Services See herein	

Instructions: See Herein

Instructions: Voir aux présentes

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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	3
1.1 INTRODUCTION.....	3
1.2 SUMMARY	3
1.3 DEBRIEFINGS	4
PART 2 - BIDDER INSTRUCTIONS	4
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	4
2.2 SUBMISSION OF BIDS	5
2.3 FORMER PUBLIC SERVANT.....	6
2.4 ENQUIRIES - BID SOLICITATION.....	7
2.5 APPLICABLE LAWS.....	7
2.6 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD	7
PART 3 - BID PREPARATION INSTRUCTIONS	8
3.1 BID PREPARATION INSTRUCTIONS	8
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	9
4.1 EVALUATION PROCEDURES.....	9
4.2 BASIS OF SELECTION	10
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	10
5.1 CERTIFICATIONS REQUIRED WITH THE BID	10
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	11
PART 6 - RESULTING CONTRACT CLAUSES	12
6.1 STATEMENT OF WORK.....	12
6.2 STANDARD CLAUSES AND CONDITIONS	13
6.3 SECURITY REQUIREMENTS	14
6.4 TERM OF CONTRACT	14
6.5 AUTHORITIES	14
6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS (IF APPLICABLE)	15
6.7 PAYMENT	15
6.8 INVOICING INSTRUCTIONS	16
6.9 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	16
6.10 APPLICABLE LAWS.....	16
6.11 PRIORITY OF DOCUMENTS	16
6.12 INSURANCE REQUIREMENTS	17
ANNEX A	18
STATEMENT OF WORK	18
ANNEX B	21
BASIS OF PAYMENT.....	21
ANNEX C	22
INSURANCE REQUIREMENTS.....	22
ANNEX D	24
TASK AUTHORIZATION FORM PWGSC-TPSGC 572	24

Solicitation No. - N° de l'invitation
47890-207533/A
Client Ref. No. - N° de réf. du client
47890-207533

Amd. No. - N° de la modif.
File No. - N° du dossier
XLV-9-42031

Buyer ID - Id de l'acheteur
xlV211
CCC No./N° CCC - FMS No./N° VME

ANNEX E	25
FINANCIAL BID PRESENTATION SHEET	25
ANNEX F	26
ELECTRONIC PAYMENT INSTRUMENTS	26
ANNEX G	27
INTEGRITY VERIFICATION FORM	27
ANNEX H	29
TENDER DELIVERABLES	29

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 and Additional Information: includes the certifications and additional information to be provided;
- Part 6 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 Electronic Payment Instruments, the Insurance Requirements, the Task Authorization Form 572 and any other annexes.

1.2 Summary

The Canada Border Services Agency (CBSA) has a requirement for a Marine Engineering Consultant (**hereby named 'the Consultant'**) to provide technical inspection and services during the ship breaking of the MV Sun Sea by a Ship Breaking Contractor (**hereby named 'the Contractor'**).

The location of the facility where the inspection will occur remains to be determined, but is limited to coastal British Columbia.

The types of services to be provided by the Consultant under this Contract include but are not limited to:

1. Conduct technical services and inspection during the vessel ship breaking process, including review of technical documents submitted by the Ship Breaking Contractor; review of work schedule and cost breakdown; review of quality control and provide recommendations to CBSA;
2. Conduct inspections and prepare field review reports during the project;
3. Attend progress meetings and other meetings to resolve technical issues raised during the project;
4. Assess changes and other issues raised during the vessel ship breaking process and provide recommendations to resolve those issues.

The Consultant's Inspector will provide these services and when delegated, act on behalf of Canada's Inspection Authority (IA) named in the Contract.

The scope of the subject ship breaking project for which the Consultant will provide technical inspection and services includes but is not limited to:

1. Development and submission of plans for review and approval by Canada. These include a work plan, tow plan for the dead vessel transfer, environmental protection plan, and Health & Safety plan;
2. Preparation of the MV Sun Sea for tow to the approved site; and

3. Deconstruction of the vessel, including recycling of parts and materials, and removal/transfer of all hazardous wastes to an approved facility for proper disposal.

The requirement is subject to a preference for Canadian Services.

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

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

The 2003 standard instructions is amended as follows:

- Section 08, entitled Transmission by facsimile or by epost Connect, is amended as follows:
 - subsection 2. is deleted entirely and replaced with the following:
 2. epost Connect
 - a. Unless specified otherwise in the bid solicitation, bids may be submitted by using the [epost Connect service](#) provided by Canada Post Corporation.
 - i. PWGSC, National Capital Region: The only acceptable email address to use with epost Connect for responses to bid solicitations issued by PWGSC headquarters is:

tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

or, if applicable, the email address identified in the bid solicitation.
 - ii. PWGSC regional offices: The only acceptable email address to use with epost Connect for responses to bid solicitations issued by PWGSC regional offices is identified in the bid solicitation.
 - b. To submit a bid using epost Connect service, the Bidder must either:
 - i. send directly its bid only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
 - ii. send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, (in order to ensure a response), an email that includes the bid solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
 - c. If the Bidder sends an email requesting epost Connect service to the specified Bid Receiving Unit in the bid solicitation, an officer of the Bid Receiving Unit will then initiate an epost Connect conversation. The epost Connect conversation will create an email

- notification from Canada Post Corporation prompting the Bidder to access and action the message within the conversation. The Bidder will then be able to transmit its bid afterward at any time prior to the solicitation closing date and time.
- d. If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the epost Connect conversation open until at least 30 business days after the solicitation closing date and time.
 - e. The bid solicitation number should be identified in the epost Connect message field of all electronic transfers.
 - f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a bidder not have a Canadian mailing address, they may use the Bid Receiving Unit address specified in the solicitation in order to register for the epost Connect service.
 - g. For bids transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
 - i. receipt of a garbled, corrupted or incomplete bid;
 - ii. availability or condition of the epost Connect service;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the bid;
 - v. failure of the Bidder to properly identify the bid;
 - vi. illegibility of the bid;
 - vii. security of bid data; or,
 - viii. inability to create an electronic conversation through the epost Connect service.
 - h. The Bid Receiving Unit will send an acknowledgement of the receipt of bid document(s) via the epost Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or the Bid Receiving Unit. This acknowledgement will confirm only the receipt of bid document(s) and will not confirm if the attachments may be opened nor if the content is readable.
 - i. Bidders must ensure that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in epost Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the epost Connect system.
 - j. A bid transmitted by epost Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with section 05.

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) (<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](#) (2018-05-22) 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 the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the bid solicitation:

Address:

Bid Receiving Public Works and Government Services Canada

*Pacific Region
401-1230 Government Street
Victoria, BC
V8V 3X4*

epost Connect email:

TPSGC.RPRReceptiondessoumissions-PRBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

Facsimile number:

250-363-3344

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "*former public servant*" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"*lump sum payment period*" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"*pension*" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension?

Yes () No ()

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

Yes () No ()

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

2.4 Enquiries - Bid Solicitation

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

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

2.5 Applicable Laws

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

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

2.6 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.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications

- If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid – 2 hard copies
Section II: Financial Bid – 1 hard copy
Section III: Certifications – 1 hard copy

- If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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 hard copy 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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet in Annex E.

3.1.2 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex F Electronic Payment Instruments, to identify which ones are accepted.

If Annex F Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.3 Exchange Rate Fluctuation

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

With their technical bid, the Bidder must explain how they, or their representatives, meet the minimum experience in at least two of the following Categories:

- 1) Shipbuilding/ Ship Repair – Vessels over 15 tonnes
- 2) Environmental Management Systems
- 3) Hazardous Material Remediation and Disposal
- 4) Technical Inspection – Marine
- 5) Technical Inspection – Steel Construction

Minimum Experience is considered a total of a 5 years in positions related to the category, cumulative.

This must be supported by resumes of the individuals proposed, with a description of the type of work in relation to the subject of the category.

During the bid enquiry period, the Bidder may propose additional Categories for consideration, in accordance with the bid enquiry process. Categories which have relation to vessel disposal process will be considered.

4.1.1 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, Incoterms 2010 Delivered Duty Paid Destination, Canadian customs duties and excise taxes included.

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 will be recommended for award of a contract.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether 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 will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.1.2 Additional Certifications Required with the Bid

5.1.2.1 Canadian Content Certification

This procurement is conditionally limited to Canadian services.

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

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

The Bidder certifies that:

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

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

5.1.2.1.1 *SACC Manual* clause [A3050T](#) (2018-12-06) Canadian Content Definition

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](#) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

See Annex G.

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 available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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.

5.2.3 Insurance - Proof of Availability Prior to Contract Award

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.

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Statement of Work

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

6.1.1 Task Authorization

The Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

6.1.1.1 Task Authorization Process

1. The Technical Authority will provide the Contractor with a description of the task using the "Task Authorization Form 572 for non-DND clients.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis(bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Technical Authority, within 3 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Technical Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

6.1.1.2 Task Authorization Limit

The Technical Authority may authorize individual task authorizations up to a limit of \$ 25,000.00, Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Technical Authority and Contracting Authority before issuance.

6.1.1.3 Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause,
"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and
"Minimum Contract Value" means \$ 10,000.00.
2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

6.1.1.4 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Contracting Authority.

The quarterly periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31; and
- 4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than *thirty (30)* calendar days after the end of the reporting period.

Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

For all authorized tasks:

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

6.2 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.

6.2.1 General Conditions

[2035](#) (2018-06-21), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

6.3 Security Requirements

There is no security requirement applicable to the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The Work is to be performed during the period of _____ (Contract Award Date) to _____ (One year later).

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional one (1) year period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date 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.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Torrey Buchan
Title: Supply Team Leader
Public Works and Government Services Canada
Acquisitions Branch
Address: Suite 401 – 1230 Government Street,
Victoria, BC
V8W 3X4

Telephone: 250-216-2092
E-mail address: Torrey.Buchan2@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.

6.5.2 Technical Authority

The Technical Authority for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - ____

Solicitation No. - N° de l'invitation
47890-207533/A
Client Ref. No. - N° de réf. du client
47890-207533

Amd. No. - N° de la modif.
File No. - N° du dossier
XLV-9-42031

Buyer ID - Id de l'acheteur
xlV211
CCC No./N° CCC - FMS No./N° VME

Facsimile: ___ - ___ - ____

E-mail: _____.

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Contractor's Representative

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

6.6 Proactive Disclosure of Contracts with Former Public Servants *(if applicable)*

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment – Firm Unit Prices – Task Authorizations

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid in accordance with the basis of payment in Annex B, as specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

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

6.7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ _____. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or

- c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.7.3 Multiple Payments

SACC Manual clause [H1001C](#) (2008-05-12), Multiple Payments

6.7.4 Electronic Payment of Invoices – Contract (if applicable)

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);

6.7.5 Time Verification

SACC Manual clause [C0711C](#) (2008-05-12), Time Verification

6.8 Invoicing Instructions

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

Invoice is to be made out to:

TBD

Electronic invoice is to be sent for verification to:

PAC.MARINE@pwgsc-tpsgc.gc.ca Attention: Torrey Buchan

Please note the file number in the subject line of the email.

6.9 Certifications and Additional Information

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.9.2 Canadian Content Certification (if applicable)

SACC Manual clause A3060C (2008-05-12), Canadian Content Certification

6.10 Applicable Laws

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

6.11 Priority of Documents

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

-
- (a) the Articles of Agreement;
 - (b) the general conditions 2035 (2018-06-21), General Conditions - Higher Complexity – Services;
 - (c) Annex A, Statement of Work;
 - (d) Annex B, Basis of Payment;
 - (e) Annex C, Insurance Requirements;
 - (f) Annex D, Task Authorization Form 572;
 - (g) the signed Task Authorizations (including all of its annexes, if any);
 - (h) the Contractor's bid dated _____.

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

ANNEX A

STATEMENT OF WORK

A1. Scope of Work

The Canada Border Services Agency (CBSA) has a requirement for a Marine Engineering Consultant (**hereby named 'the Consultant'**) to provide technical inspection and services during the ship breaking of the MV Sun Sea by a Ship Breaking Contractor (**hereby named 'the Contractor'**).

The location of the facility where the inspection will occur remains to be determined, but is limited to coastal British Columbia.

The types of services to be provided by the Consultant under this Contract include but are not limited to:

5. Conduct technical services and inspection during the vessel ship breaking process, including review of technical documents submitted by the Ship Breaking Contractor; review of work schedule and cost breakdown; review of quality control and provide recommendations to CBSA;
6. Conduct inspections and prepare field review reports during the project;
7. Attend progress meetings and other meetings to resolve technical issues raised during the project;
8. Assess changes and other issues raised during the vessel ship breaking process and provide recommendations to resolve those issues.

The Consultant's Inspector will provide these services and when delegated, act on behalf of Canada's Inspection Authority (IA) named in the Contract.

The scope of the subject ship breaking project for which the Consultant will provide technical inspection and services includes but is not limited to:

1. Development and submission of plans for review and approval by Canada. These include a work plan, tow plan for the dead vessel transfer, environmental protection plan, and Health & Safety plan;
2. Preparation of the MV Sun Sea for tow to the approved site; and
3. Deconstruction of the vessel, including recycling of parts and materials, and removal/transfer of all hazardous wastes to an approved facility for proper disposal.

A2. Task Description

The services required from the Consultant will comprise of **As-and-when-required Tasks** (unit rated) as described below and listed in Annex B. The Consultant must supply all labour, personal protective equipment (PPE), and technical equipment required to carry out the described tasks.

A2.1 As-and-When-Required Tasks

The following tasks will be executed on an as-and-when-required basis. A task authorization will be issued by CBSA for the requested tasks according to the unit rate proposed by the Consultant.

The Contractor is required to provide marine technical inspection and technical services to CBSA during the ship breaking work:

1. Provide technical review of the Ship Breaking Contractor's technical submittals (Work plan, Tow Plan, Environmental Protection Plan, Health and Safety Plan, Project Schedule, Hazardous Waste Detail Records, etc.) from the Ship Breaking Contractor to ensure compliance with the SOW, relevant standards and regulations; such as
 - a) Review the Tracking of Hazardous and other waste database on a regular basis;
 - b) Review the Work plan and work against the work plan;
 - c) Dismantling sequence and vessel stability;
 - d) Berthing, mooring and docking;
 - e) Review the project schedule versus actual work progress;
 - f) Review all contractual deliverables by the Contractor.
2. Inspect the vessel at time of transfer of custody to the Contractor in advance of the tow to ensure towing preparations are in compliance with the SOW and relevant regulation;
3. Perform on-site quality assurance inspections of the work at the ship breaking facility in order to confirm compliance with the SOW, standards and regulations;
4. Provide written Reports to CBSA after each inspection. These Inspection Reports should be brief and to the point. Each should report all inspections performed, including work in progress, and the judgment of the Inspector as to the acceptability or otherwise of the work inspected. Where appropriate, photographs, readings, measurements, certificates, etc., should be attached as part of the Report; and
5. Prepare project documentation for progress meetings and technical discussions.

A2.1.1 Task Breakdown Schedule

The services listed in A2.1 will comprise of unit-rated tasks based on the complexity of tasks required from the consultant. The following task breakdown items are based on level of complexity and project personnel required for the task. The Consultant must supply all labour, personal protective equipment (PPE), and technical equipment required to carry out each of the tasks below:

A2.1.1.1	Inspection/Technical Services	<p>This includes:</p> <p>i) Attendance at meetings in person or through telecom for project activities, including but not limited to project/technical discussions, SOW clarification and Contract administration involving changes in cost/scope/schedule of the work, or resolution of technical/contractual issues.</p> <p>ii) Performance of inspections in person, including but not limited to progress verification, SOW / technical conformance, quality assurance at the ship breaking facility, and incident investigation.</p> <p>iii) Development and provision of reports related to progress verification, quality assurance activities, SOW conformance and incident investigation.</p>
A2.1.1.2	Administrative Services	Performance of administrative duties by Consultant clerical staff including but not limited to billing, meeting/inspection coordination, mobilization arrangements, minute taking, word processing, and photocopying

A2.1.1.3	Mobilization	Mobilization / Demobilization of Consultant personnel to the Contractor's ship breaking facility for the purpose of conducting inspections.
A2.1.1.4	Per Diem Travel Rate	Daily Travel for Consultant personnel, including all meals and accommodations.

A3. Administrative Provisions

A3.1 For the purpose of this requirement, the following working hours and overtime periods shall apply:

1. A normal working day shall be any 8 hour period between the hours of 7:00 a.m. and 5:00 p.m. Monday to Friday inclusive, and totaling 40 hours per week.

A4. Delivery of Services (As-and-when-required basis)

1. Upon request from CBSA, the Consultant will provide an estimate of time required for each task requested;
2. A Task Authorization (TA) will be issued to the Consultant based on the agreed man-hours and hourly rates in the contract; normal requested tasks shall be delivered or rendered as soon as practicable after award of the TA;
3. Additional tasks may be added to the Consultant by use of a task amendment.

Fees are to be time based to an upside limit. The consultant's proposal will include their proposed approach, project team, the associated rate classifications and project roles for all personnel, and a breakdown of the estimated fees based on the maximum number of hours assigned for each task as per Annex B.

A5. Contract Deliverables

1. The Consultant must coordinate inspections/visits with CBSA and the Contractor with a minimum 48 hour notice.
2. The Consultant must provide a detailed inspection report to PWGSC on completion of each inspection/site visit. The report must include sufficient detail to inform CBSA of the progress and quantity/quality of the components being inspected. Inspection reports must contain as a minimum the following information:
 - 2.1. Summary of inspection/visit;
 - 2.2. Progress of Known work (Quantity for progress payment purposes);
 - 2.3. Details of work inspected; highlight deficiencies;
 - 2.4. Items needing the Inspection Authority's attention; and
 - 2.5. Photographs.

ANNEX B

BASIS OF PAYMENT

Note to Bidders:

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.

Pricing is in Canadian dollars, Applicable Taxes excluded, DDP destination, Canadian customs duties and excise taxes included.

B.1. Rates

Task Items	Rates
Inspection & Technical Services for Ship Breaking of the MV Sun Sea (As-and-when-required)	
Task A2.1.1 – Inspection / Technical Services	\$ ____ per hour
Task A2.1.1.2 – Administrative Services	\$ ____ per hour
Task A2.1.1.3 – Mobilization	
Mobilization – Southern Vancouver Island	\$ ____ per trip
Mobilization – Metro Vancouver Area	\$ ____ per trip
Task A2.1.1.4 – Per Diem Travel Rate	\$ ____ per day

Note:

The Sun Sea vessel shipbreaking contract has not yet been awarded, and therefore the location of the shipbreaking facility has not yet been determined.

The Contractor to assume that the ship breaking facility where the inspection work will occur will be either (i) on Southern Vancouver Island or (ii) Greater Vancouver Area.

Southern Vancouver Island is defined as any coastal area on the island bounded in the north by Lantzville and the west by Port Renfrew.

The Metro Vancouver area includes all 21 municipalities, one electoral area and one Treaty First Nation as defined on the Metro Vancouver webpage:

<http://www.metrovancouver.org/about/municipalities/Pages/default.aspx>

If the shipbreaking facility is located outside of the two areas defined above, the mobilization rates will be negotiated and included in the contract via the contract amendment process.

ANNEX C

INSURANCE REQUIREMENTS

C.1 Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.

-
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor. **(if applicable)**
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles. **(if applicable)**
 - n. 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.

Solicitation No. - N° de l'invitation
47890-207533/A
Client Ref. No. - N° de réf. du client
47890-207533

Amd. No. - N° de la modif.
File No. - N° du dossier
XLV-9-42031

Buyer ID - Id de l'acheteur
xl211
CCC No./N° CCC - FMS No./N° VME

ANNEX D

TASK AUTHORIZATION FORM PWGSC-TPSGC 572

To obtain a copy of the form, contact the contracting authority.

ANNEX E

FINANCIAL BID PRESENTATION SHEET

E.1. Evaluation Price

Task Items	Rate A	Estimated Quantity B (See Note 1)	Total (in Cdn\$) C = A x B
Inspection & Technical Services for Ship Breaking of the MV Sun Sea (As-and-when-required)			
Task A2.1.1 – Inspection / Technical Services	\$	120 hours	\$
Task A2.1.1.2 – Administrative Services	\$	40 hours	\$
Task A2.1.1.3 – Mobilization (See Note 2)			
Mobilization – Southern Vancouver Island		5 call-outs	\$
Mobilization – Metro Vancouver Area		5 call-outs	\$
Task A2.1.1.4 – Per Diem Travel Rate	\$	10 days	\$
Total – Evaluation Price (Total – Column C)			\$

Note 1:

All of the estimated quantities included in the table above are for the purpose of evaluation only and are not to be considered a guarantee of work.

Note 2:

The Sun Sea vessel shipbreaking contract has not yet been awarded, and therefore the location of the shipbreaking facility has not yet been determined.

For the purpose of evaluation, bidder to assume that the ship breaking facility where the inspection work will occur will be either (i) on Southern Vancouver Island or (ii) Greater Vancouver Area.

Southern Vancouver Island is defined as any coastal area on the island bounded in the north by Lantzville and the west by Port Renfrew.

The Metro Vancouver area includes all 21 municipalities, one electoral area and one Treaty First Nation as defined on the Metro Vancouver webpage:

<http://www.metrovancouver.org/about/municipalities/Pages/default.aspx>

If the shipbreaking facility is located outside of the two areas defined above, the mobilization rates will be negotiated and included in the contract via the contract amendment process.

Solicitation No. - N° de l'invitation
47890-207533/A
Client Ref. No. - N° de réf. du client
47890-207533

Amd. No. - N° de la modif.
File No. - N° du dossier
XLV-9-42031

Buyer ID - Id de l'acheteur
xlV211
CCC No./N° CCC - FMS No./N° VME

ANNEX F

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);

ANNEX G

INTEGRITY VERIFICATION FORM

List of names for integrity verification form

Requirements

Section 17 of the [Ineligibility and Suspension Policy](#) (the Policy) requires suppliers, regardless of their status under the Policy, to submit a list of names with their bid or offer. The required list differs depending on the bidder or offeror's organizational structure:

- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- Privately owned corporations must provide a list of the owners' names.
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners.
- Suppliers that are a partnership do not need to provide a list of names.

Suppliers may use this form to provide the required list of names with their bid or offer submission. Failure to submit this information with a bid or offer, where required, will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement. Please refer to [Information Bulletin: Required information to submit a bid or offer](#) for additional details.

Supplier Information

Supplier's Legal Name:
Organizational Structure: <input type="checkbox"/> Corporate entity <input type="checkbox"/> Privately owned corporation <input type="checkbox"/> Sole proprietor
Supplier's Address
Supplier's Procurement Business Number (optional):
Solicitation or Transaction Number:
Date of bid, offer submission or closing date of Invitation to Offer (yyyy-mm-dd):

Solicitation No. - N° de l'invitation
47890-207533/A
Client Ref. No. - N° de réf. du client
47890-207533

Amd. No. - N° de la modif.
File No. - N° du dossier
XLV-9-42031

Buyer ID - Id de l'acheteur
xlV211
CCC No./N° CCC - FMS No./N° VME

List of Names

Name	Title

Declaration

I, (name) _____, (position) _____, of (supplier's name) _____ declare that the information provided in this Form is, to the best of my knowledge and belief, true, accurate and complete. I am aware that failing to provide the list of names will render a bid or offer non-responsive, or I will be otherwise disqualified for award of a contract or real property agreement. I am aware that during the bid or offer evaluation stage, I must, within 10 working days, inform the contracting authority in writing of any changes affecting the list of names submitted. I am also aware that after contract award I must inform the Registrar of Ineligibility and Suspension within 10 working days of any changes to the list of names submitted.

Signature

Please include with your bid or offer.

ANNEX H

TENDER DELIVERABLES

H1.1 Mandatory Tender Deliverables Checklist

Notwithstanding deliverable requirements specified anywhere else within this bid solicitation and its associated Statement of Work (Annex A), mandatory deliverables that must be submitted with the Bidder's tender to be deemed responsive, are summarized below.

The following are mandatory and the Bidder's submission will be evaluated against the requirement as defined herein. The Bidder must be determined to be compliant on each item to be considered responsive. Bidders should include all substantiating information required to substantiate Annex E with their Technical Bid Submission.

No	Solicitation Part	Reference	Description	Document provided
1	Front page	Front page	Invitation to Tender document part 1 page 1 completed and signed;	
2	3	Article 3.1 Section I	Technical Bid, Including supporting documentation addressing Mandatory Criteria 1.	
3	3	Article 3.1 Section II, Annex E	Financial Bid Presentation Sheet, completed	

H1.2 Supporting Deliverable Requirements

If the following information which supports the bid is not submitted with the Bid; it may be requested by the Contracting Authority, and it must be provided within 48 hours of the written request:

No	Solicitation Part	Reference	Description	Condition	Document provided
1	Part 2	Article 2.3	Former Public Servant, section completed	48 hours of written request	
2	Part 6	Article 6.10	Applicable Laws (if applicable)	48 hours of written request	
3	Part 6 Annex H	Articles 6.5.3, Article H1.3	Contractor's Representatives, table Completed	48 hours of written request	
4	Part 3 Annex F	3.1.5.2 Annex F	Electronic Payment Instruments, completed	48 hours of written request	
5	Part 5	5.1.1,	Integrity Provisions – List of Names,	48 hours of written	

Solicitation No. - N° de l'invitation
47890-207533/A
Client Ref. No. - N° de réf. du client
47890-207533

Amd. No. - N° de la modif.
File No. - N° du dossier
XLV-9-42031

Buyer ID - Id de l'acheteur
xl211
CCC No./N° CCC - FMS No./N° VME

	Annex G	Annex G	completed	request	
--	---------	---------	-----------	---------	--

H1.3 Contractor's Representatives

The bidder is to complete table below and submit with their bid.

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