



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

Bid Receiving - PWGSC / Réception des soumissions -  
TPSGC

11 Laurier St. / 11, rue Laurier

Place du Portage, Phase III

Core 0B2 / Noyau 0B2

Gatineau

Quebec

K1A 0S5

Bid Fax: (819) 997-9776

**SOLICITATION AMENDMENT**

**MODIFICATION DE L'INVITATION**

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

**Comments - Commentaires**

**Vendor/Firm Name and Address**

Raison sociale et adresse du  
fournisseur/de l'entrepreneur

**Issuing Office - Bureau de distribution**

Marine Emergency Response Division/Division des

Interventions en cas d'urgence maritime

Place du Portage, Phase III

Tower c

11 Laurier Street, 6C2

11, rue Laurier

Gatineau

Gatineau

K1A0S5

<b>Title - Sujet</b> CCGS McLaren clean-up	
<b>Solicitation No. - N° de l'invitation</b> F7044-190262/B	<b>Amendment No. - N° modif.</b> 002
<b>Client Reference No. - N° de référence du client</b> F7044-190262	<b>Date</b> 2020-05-20
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$MER-002-27718	
<b>File No. - N° de dossier</b> 002mer.F7044-190262	<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 2020-06-02</b>	
<b>Time Zone</b> Fuseau horaire Eastern Daylight Saving Time EDT	
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes	
<b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Pilon, Chantal	<b>Buyer Id - Id de l'acheteur</b> 002mer
<b>Telephone No. - N° de téléphone</b> (613) 894-1817 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> See herein	

Instructions: See Herein

Instructions: Voir aux présentes

<b>Delivery Required - Livraison exigée</b>	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> Raison sociale et adresse du fournisseur/de l'entrepreneur	
<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/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

**Amendment 2:**

This amendment is raised to replace Part 1 to Part 4 inclusively of the original Request for Proposals with the following.

Note: No changes were done to Part 5 to 7 inclusively as well as the Statement of Work (SOR).

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## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>4</b>
1.1 INTRODUCTION.....	4
1.2 SUMMARY .....	4
1.3 DEBRIEFINGS .....	5
<b>PART 2 - BIDDER INSTRUCTIONS .....</b>	<b>5</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS .....	5
2.2 SUBMISSION OF BIDS.....	5
2.3 ENQUIRIES - BID SOLICITATION .....	6
2.4 FORMER PUBLIC SERVANT.....	6
2.5 APPLICABLE LAWS.....	7
2.6 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD .....	7
2.7 MANDATORY VESSEL VIEWING .....	8
<b>PART 3 - BID PREPARATION INSTRUCTIONS.....</b>	<b>9</b>
3.1 BID PREPARATION INSTRUCTIONS .....	9
3.2 SECTION I: TECHNICAL BID .....	9
3.3 SECTION II: CERTIFICATIONS .....	9
3.4 SECTION II: FINANCIAL BID.....	10
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>11</b>
4.1 EVALUATION PROCEDURES.....	11
4.2 TECHNICAL EVALUATION .....	11
4.3 FINANCIAL EVALUATION.....	12
4.4 BASIS OF SELECTION.....	12
ATTACHMENT 1 – TECHNICAL EVALUATION CRITERIA .....	13
ATTACHMENT 2 – BIDDER’S CHECK LIST.....	17
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>18</b>
5.1 CERTIFICATIONS REQUIRED WITH THE BID .....	18
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION .....	18
<b>PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS.....</b>	<b>20</b>
6.1 SECURITY REQUIREMENTS.....	20
6.2 FINANCIAL CAPABILITY .....	20
6.3 INSURANCE REQUIREMENTS .....	20
<b>PART 7 - RESULTING CONTRACT CLAUSES.....</b>	<b>21</b>
7.1 STATEMENT OF WORK.....	21
7.2 STANDARD CLAUSES AND CONDITIONS .....	21
7.3 SECURITY REQUIREMENTS.....	21
7.4 TERM OF CONTRACT .....	21
7.5 AUTHORITIES AND CONTACTS.....	22
7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS .....	23
7.7 PAYMENT .....	23
7.8 INVOICING INSTRUCTIONS .....	25
7.9 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	26
7.10 INSURANCE REQUIREMENTS .....	26
7.11 SUBCONTRACTING.....	30
7.12 ENVIRONMENTAL PROTECTION .....	30
7.13 ACCESS TO FACILITIES AND EQUIPMENT .....	31
7.14 FIRE PROTECTION, FIRE FIGHTING AND TRAINING.....	31
7.15 QUALITY PLAN .....	31
7.16 SACC MANUAL CLAUSES .....	31
7.17 VESSEL – ACCESS BY CONTRACTOR.....	32

7.18	VESSEL - ACCESS BY CANADA.....	32
7.19	MEETINGS.....	32
7.20	REPORTS.....	33
7.21	PROJECT SCHEDULE.....	35
7.22	PROCEDURES FOR UNSCHEDULED WORK.....	35
7.23	APPLICABLE LAWS.....	35
7.24	PRIORITY OF DOCUMENTS.....	36
	ANNEX A – STATEMENT OF WORK (SOW).....	37
	ANNEX B – COST BREAKDOWN.....	38
	ANNEX C - UNSCHEDULED WORK FORM.....	40
	ANNEX D – BIDDER’S QUESTIONS AND CANADA’S RESPONSES.....	41

## **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 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, Cost Breakdown and other annexes.

### **1.2 Summary**

1. The CCGS Corporal McLaren M.M.V. is a Hero class vessel built and placed in service in 2013. The vessel underwent a major flooding incident in 2018 and requires a major rebuild involving the replacement of nearly the entire electrical system, much of the mechanical systems and a rebuild of the accommodations as well as the spaces located on the lower and main decks, which were submerged in water.

The Canadian Coast Guard has a requirement to remove all contaminated porous materials, mould, fuel, oil or other contaminants to allow for safe access to all spaces of the CCGS Corporal McLaren vessel in an efficient and environmentally responsible manner in accordance with the Statement of Work - Annex "A".

The Work will be completed at the Bedford Institute of Oceanography (BIO) in Dartmouth, NS., where the vessel is docked alongside.

- 2. The Work must be completed within four (4) months after the contract award date.
- 3. There is a mandatory vessel viewing associated with this requirement.
- 4. Due to the current situation with the corona virus, Public Services and Procurement Canada (PSPC) invites companies to pre-qualify by submitting their technical bid and certifications by the closing date of the solicitation. Arrangements to view the vessel will be done at a later date. Financial bids will be requested once the vessel viewing is complete. Details are herein.

*Note: Only bidders with responsive technical bid (certifications included) will be invited to the vessel viewing and to provide a financial bid.*

5. Bidders must use the epost Connect service provided by Canada Post Corporation to transmit their technical bid and certifications electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information. Instructions for the transmission of the financial bid will be sent by email to the representative of the Contractor by the Contracting Authority after the vessel viewing is complete.

### 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 or by telephone.

## 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** (2019-03-04), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days

Insert: 180 days

### 2.2 Submission of Bids

Technical bids and certification 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.

Bidders must submit their technical bid and certifications using epost Connect. For bids closing at the Bid Receiving Unit in the National Capital Region (NCR), bidders must register by sending an email to:

[tpsgc.dgareceptiondessomissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessomissions-abbidreceiving.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.*

### 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority **no later than five (5)** calendar days before the closing date identified on the cover page of this document. 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 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; and
- (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 \$5,000.00 including Applicable Taxes.

### **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 the *Province of Ontario*.

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 14 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.



## **2.7 Mandatory Vessel Viewing**

Note: Bidders that participated in the Request for Information (RFI) F7044-190262/A and visited the vessel in January 2020 are not required to attend the vessel viewing.

It is mandatory that all bidders of responsive bids or a representative of the Bidders visit the vessel. Arrangements will be made for the vessel viewing to be held at the Bedford Institute of Oceanography in Dartmouth, NS at a later date. An email will be provided to the representative of the Contractor by the Contracting Authority to provide the information.

Bidders will have to communicate with the Contracting Authority no later than five (5) calendar days after receipt of the email to confirm attendance and provide the names(s) of the person(s) who will attend. Bidders who do not attend the scheduled vessel viewing or do not send a representative will not be given an alternative appointment and their bid will be declared non-responsive.

Any clarifications or changes to the bid solicitation resulting from the vessel viewing will be included as an amendment to the bid solicitation and provided directly to the representatives of the Contractors.

## **2.8 Travel Authorization**

The Canadian Coast Guard is considered an essential service, therefore any bidder that will require to travel inter-provincially or from another country for the vessel viewing and/or to complete the Work may request an authorization letter to travel.

Bidders should indicate in their bid if such letter is required and if so, provide the name of the traveler(s), place of origin and contact information. The Contracting Authority will contact the representatives of the Contractors should any additional information be required.

## **2.9 Bidders Checklist**

Bidders are encouraged to use the Bidder's Checklist found in *Attachment 2* for the preparation of their bid to ensure that all mandatory documentation/information is provided with their bid.

Failure to provide any mandatory information with the Bid will render a bid non-responsive without providing further consideration.

## **2.10 Contractor's Representative**

Name:

Title:

Telephone:

Email address:

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

### **3.1 Bid Preparation Instructions**

#### **3.1.1 Electronic Submission**

##### **3.1.1.1 Technical Bid and Certifications**

Canada requests that bidder submit their technical bid and certifications in accordance with section 08 of the 2003 standard instructions. Bidders must provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment.

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

Section I: Technical Bid  
Section II: Certifications

*Note: See the Bidders' Check List (Attachment 2) for the list of documents and/or information to be provided with Section I and Section II.*

##### **3.1.1.2 Financial Bid**

Instructions for the transmission of the financial bid will be sent by email to the representative of the Contractor by the Contracting Authority after the vessel viewing is complete.

#### **3.1.2 Hard Copy Submission**

Due to the nature of the bid solicitation, bids in hard copy will not be accepted.

#### **3.1.3 Transmission by Facsimile**

Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.

### **3.2 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.

Bidders must submit their technical bid in accordance with the *Attachment 1 – Technical Evaluation Criteria*.

### **3.3 Section II: Certifications**

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

### 3.4 Section II: Financial Bid

*Note: Only bidders with responsive technical bid (certifications included) will be invited to the vessel viewing and to provide a financial bid. The Contracting Authority will send an email to the representatives of the Contractors once the vessel viewing is complete. Bidders must submit their financial bid five (5) days after receipt of the email from the Contracting Authority.*

Bidders must submit their financial bid in accordance with the Pricing Schedule detailed below and the following articles. The bid must be submitted in Canadian Currency.

#### 3.4.1 Pricing Schedule

Description	Firm Price
Item 1: All Work subject to this RFP in accordance with the SoW – Annex “A”	\$ _____ (CDN)
Applicable taxes	\$ _____
TOTAL	\$ _____ (CDN)

#### 3.4.2 Cost Breakdown

The Bidder must complete and provide with its bid the *Annex B – Cost Breakdown*. The cost breakdown must itemize the costs to remediate all spaces of the vessel, equipment rental, and other costs included in the bid price for the Work in accordance with the Bidder's cost accounting or cost schedule system. The cost breakdown must also include the number of hours required to remediate each space.

#### 3.4.3 Optional Services

If required, the CCG may choose to add optional services for ship services HVAC and/or continuous air testing after the vessel has been tested and the certificate received, in whole or in part, therefore Bidders are requested to propose a monthly rate for the services.

The monthly rates quoted for the optional services must be firm, remain valid for the entire period of the Contract. The rates proposed must be in accordance with the terms and conditions of this RFP.

The optional services can be incorporated in the Contract, in whole or in part, at the sole discretion of Canada.

1. To provide the optional HVAC services as identified in the SOW, the Contractor will be paid (all other costs, profit, markup included and tax excluded):

a firm monthly rate of \$ \_\_\_\_\_ /per (CAD)

2. To provide the optional air quality monitoring services as identified in the SOW, the Contractor will be paid (all other costs, profit, markup included and tax excluded):

a firm monthly rate of \$ \_\_\_\_\_ /per (CAD)

Canada reserves the right to negotiate the monthly rates.

### 3.4.4 Unscheduled Work

1. Bidders must propose the hourly rate that will be applied against unscheduled work, if any.
2. The hourly rate quoted for the unscheduled work must be firm, remain valid for the entire period of the Contract. The hourly rate proposed must be in accordance with the terms and conditions of this RFP.
3. Canada reserves the right to negotiate the hourly rate.
4. To provide any unscheduled work, the Contractor will be paid (all other costs, profit, markup included):  
a firm hourly rate of \$\_\_\_\_\_ (CAD)

### 3.4.5 Electronic Payment of Invoices – Bid

1. If you are willing to accept payment of invoices by Electronic Payment Instruments, complete the following to identify which ones are accepted. If the following is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.
2. Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.
3. 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)
  - ( ) Wire Transfer (International Only)
  - ( ) Large Value Transfer System (LVTS) (Over \$25M)

### 3.4.6 Exchange Rate Fluctuation

ID	Title – SACC Manual Clause(s)	Eff. date
C3011T	Exchange Rate Fluctuation	2013-11-06

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

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

### 4.2 Technical Evaluation

#### 4.2.1 Mandatory Technical Criteria

In order to be compliant, Bidder's proposal must, to the satisfaction of Canada, meet all mandatory requirements of the Request for Proposals and provide all information required in *Attachment 1 – Technical Evaluation Criteria*.

### 4.3 Financial Evaluation

In order to be compliant, Bidder's proposal must, to the satisfaction of Canada, meet all requirements and provide all information required under *Part 3, Section III - Financial Bid*.

#### 4.3.1 Evaluation of Price

ID	Title – SACC Manual Clause(s)	Eff. date
A0220T	Evaluation of Price	2014-06-26

4.3.1.1 For evaluation purposes, the hourly rate identified by the Bidder for the unscheduled work (Article 3.3.4) will be multiplied by 1000 hours\*. The result will be added to the total of the firm price item identified by the Bidder (Article 3.3.1).

*For example:*

	<i>Bidder 1</i>	<i>Bidder 2</i>	<i>Bidder 3</i>
<i>Firm Price Items</i>	\$150,000	\$125,000	\$175,000
<i>Hourly rate</i>	\$80/hour x 1000 hours	\$125/hour x 1000 hours	\$50/hour x 1000 hours
<i>Amount used for evaluation purposes</i>	\$230,000	\$250,000	<b>\$225,000</b>

\* 1000 hours is used for evaluation purpose only and in no way represent a commitment by Canada.

### 4.4 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.

## Attachment 1 – Technical Evaluation Criteria

*Note: A mandatory requirement is described using the words "shall", "must", "will" "is required" or "is mandatory". A bid that does not meet all mandatory requirements will be found non-responsive without any further consideration.*

The documentation for evaluation consists of the following three (3) documents:

1. Project Management Plan and Preliminary Schedule
2. Quality Plan
3. Experience

All three (3) documents must be submitted and all elements, as defined below for each document, must be addressed. Bidders not providing all of the below documents will be deemed non-compliant. Bidders not answering to each of the elements for all of the documents will be deemed non-compliant

### **1. Project Management Plan (PMP) and Preliminary Project Schedule**

The PMP and project schedule must address the following four elements as defined below:

- A. Resource Plan
- B. Project Management System
- C. Preliminary Environment Plan
- D. Preliminary Project Schedule

#### **A. Resource Plan**

A1. The PMP must identify the personnel for the project. A primary point of contact must be identified who will serve as the Project Manager for the project.

A2. The Bidder must provide the names of the individual that will occupy each position for the entire period of the Contract.

- i. Project Manager and Finance Manager;
- ii. Quality Control Manager;
- iii. On site Supervisor and Health and Safety Manager.

A3. The individual responsible for the above must be identified. If some or all responsibilities belong to only one or two people, their roles must be identified as such.

A4. If requested by the Contracting Authority, the Bidder will have to provide the résumé of the proposed Project Manager within five (5) calendar days of the request.

#### **B. Project Management System**

B1. By submitting a bid, the Bidder certifies it has a project management system that includes, at a minimum, a risk management system, schedule and planning tools and cost control and monitoring system.

B2. The project management system must have been used on a similar project. The project must have been successfully completed in the last five (5) years.

### **C. Preliminary Environment Management Plan**

C1. As a subset of the PMP, the Bidder must provide a Preliminary Environment Management Plan that describes its approach and methodology for the Work required in *Annex "A" - Statement of Work*.

C2. The Bidder must provide a written procedure identifying how adequate air quality will be provided onboard the vessel and how the records will be maintained to demonstrate the cleanup and disposal are complete for all compartments.

C3. The Bidder must provide details on the process for the removal and destruction of Hazardous Wastes onboard the vessel. Bidders must address each of the Hazardous Wastes identified in the SOW. Details for the methods of tracking, transport and destruction of the Hazardous Wastes must be included.

### **D. Preliminary Project Schedule**

D1. The Bidder must propose its preliminary project schedule in MS Project or equivalent format. The preliminary 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. Specifically, the preliminary schedule must reflect the personnel utilized for the cleanup and the plan to clean all the compartments on the vessel.

D2. The Bidder's schedule must also provide a target date for each of the Milestone part of the Schedule of Milestones – Part 7.

## **2. Quality Plan**

The Quality Plan must address the following four elements as defined below:

- A. Quality - Standard Operating Procedures
- B. Permits, Licenses and Certifications for Hazardous Materials Handling
- C. Health and Safety Management
- D. Environment Management Plan

### **A. Preliminary Quality Plan – Standard Operating Procedures**

A1. The Bidder must submit a preliminary Quality Plan with their bid. The plan must be in the same format that will be used after award of contract and be in accordance with *Part 7, Clause 7.15 - Quality Plan*.

A2. The Quality Plan may reference other documents. Where referenced documents do not already exist, but are required by the Quality Plan, the plan must identify them and also identify when, how and by whom they will be prepared and approved. The documents referenced in the Quality Plan must be made available within five (5) days business days when requested by Canada.

### **B. Permits, Licenses and Certifications for Hazardous Materials Handling**

B1. For each of the Hazardous Materials listed in the SOW, the Bidder must demonstrate that they are permitted to conduct Hazardous Materials handling, transport, treatment, storage and disposal by:

- i. Describing procedures to ensure that all subcontractors (including those involved in handling, transport, treatment, storage and disposal) hold valid permits, registrations and/or certificates, as applicable for each Hazardous Material listed in the SOW or found in the vessel;
- ii. Providing copies of all federal/ provincial/ municipal permits and licensing to conduct handling, transport (from vessel to HazMat disposal site), treatment, storage and disposal for each of the Hazardous Materials. This includes any site-specific permits, licenses, and/or certificates.

### **C. Health and Safety**

C1. The Bidder must provide with its bid, details of its Occupational Health and Safety (OH&S) management system that will be in place at the Work area/vessel and procedures that will protect its employee for the following elements:

- i. Gas freeing;
- ii. Mould abatement;
- iii. Confined space entry.

### **D. Environment Protection Plan**

D1. The Bidder must provide with its bid, an Environmental Protection Plan (EPP) that demonstrates its commitment to avoidance of adverse environmental impacts through implementation of best practices rooted in pollution prevention and the promotion of sound environmental practices. The EEP must include the following elements:

- i. Description and /or identification of any other approved disposal sites (i.e. municipal landfill site);
- ii. Description and /or identification of recycling facility including materials to be recycled as part of this project;
- iii. Description of the method of vessel cleaning. The description must include transportation from the work site to the disposal site. Must also include the methods used for packing and bundling;
- iv. Environmental Contingency Plan – this plan must indicate the process of how contaminants are to be contained and how to deal with situations involving petroleum product leaks in water or on the ground, ozone depleting substance leaks, or fire on the vessel or explosion. Tools and materials to be used and available on board or on the site of work for the duration of the Contract must be identified;
- v. Provide details on the process for cleaning, removal, and disposal of hazardous materials, hydrocarbon impacted areas and miscellaneous items including, but not limited to; black and grey water, hazardous materials, polychlorinated biphenyls (PCBs), paint, mould and other hazardous materials. To also include the engineering controls and personal protective equipment to be used to minimize worker exposure to hazardous materials;
- vi. Vessel flood monitoring and response plan.

### **3. Experience**

Experience information must address the following two (2) elements as defined below:

- A. Experience with relevant procedures
- B. Environmental Handling Experience

#### **A. Experience with relevant procedures**

A1. The Bidder must demonstrate their experience and understanding of the Work by submitting details of a completed project of *similar size and complexity*<sup>1</sup>.

- i. Conditions Monitoring Procedures: Describe the processes that were in place for monitoring conditions as they related to worker safety and procedures used for addressing and rectifying identified issues (i.e., air quality monitoring, ventilation procedures, fire and first aid procedures);
- ii. Hazardous Materials: Describe the procedures and control plans used, including how and where the materials were disposed or recycled;
- iii. Permits and Record keeping: describe the process for attaining the appropriate permits and describe the record keeping processes that were in place.



<sup>1</sup> Similar size and complexity is defined as a remediation project on a ship and/or involving marine environmental considerations, where conditions monitoring was necessary, a list of hazardous materials was tracked, and involved entering confined spaces.

## **B. Environmental Handling Experience**

B1. The Bidder must demonstrate its experience in the handling and disposal of Hazardous Wastes by:

- i. Describing the environmental management system, modeled on ISO-14001, that it has in place at its Site.
- ii. Providing at least one example of a project that required the handling and disposal of Hazardous Wastes and Materials that has been completed within the last 10 years. Bidders must demonstrate in the example(s) provided that the project required handling and disposal of the four (4) following elements:
  - a. Mould;
  - b. Metals (including lead) in paint;
  - c. Polychlorinated Biphenyl (PCB) - containing materials;
  - d. Petroleum oil and lubricant residue and residual.

## Attachment 2 – Bidder’s Check List

This checklist is added to the bid solicitation to assist bidders in the preparation of their bid. Before submitting their bid, bidders should use this checklist to ensure all mandatory documentation and/or information are provided prior to bid closing. Failure to provide any of the mandatory documentation and/or information will render the bid non-responsive without any further consideration. Bidders are not required to provide this check list with their bid.

RFP Ref.	Documentation/information to be included with the Bid	Incl. with bid
General	Cover page of the RFP and all amendments are signed and included with the bid.	<input type="checkbox"/>
Part 2 – 2.4 Former Public Servant	Disclosure of being a public servant in receipt of a pension and if a lump sum payment was received.	<input type="checkbox"/>
Part 2 – 2.5 Applicable Laws	<i>* Indicate applicable laws of another province or Canadian territory, if desired.</i>	<input type="checkbox"/>
Part 2 – 2.8 Authorization to Travel	The name(s) of traveler(s), place of origin and contact information.	<input type="checkbox"/>
Part 2 – 2.10 Contractor’s representative	Name, title and contact information of the Contractor’s representative.	<input type="checkbox"/>
Part 3 – 3.2 Section I: Technical Bid	All mandatory information or documentation of the Attachment 1 – Technical Evaluation Criteria.	<input type="checkbox"/>
Part 3 – 3.3.1 Pricing Schedule	Price for Item 1. Included in the financial bid only. (see note below)	<input type="checkbox"/>
Part 3 – 3.3.2 Cost Breakdown	Annex B – Fully completed. (see note below)	<input type="checkbox"/>
Part 3 – 3.3.3 Optional Services	Firm monthly rate for both services. (see note below)	<input type="checkbox"/>
Part 3 – 3.3.4 Unscheduled Work	Firm hourly rate. (see note below)	<input type="checkbox"/>
Part 3 – 3.3.5 Electronic Payment of Invoices	<i>*Indication of which payment method is preferred, if desired. (see note below)</i>	<input type="checkbox"/>
Part 5 – 5.1.1 Integrity Provisions	Declaration of convicted offences if applicable.	<input type="checkbox"/>
Part 5 – 5.2.1 Required Documentation	<i>*List of names as per the Ineligibility and Suspension Policy, Article 17. (Requested but not mandatory with the Bid. Must be provided prior to contract award.)</i>	<input type="checkbox"/>
Part 6 – 6.3 Insurance Requirements	<i>*Letter from letter from an insurance broker or an insurance company licensed to operate in Canada.</i>	<input type="checkbox"/>

*\* Not mandatory by bid closing.*

*Note: Bidders with responsive technical bid (including certifications) must submit their financial bid, five (5) days after receipt of an email notification from the Contracting Authority that the vessel viewing is complete.*

## 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 *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

### 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 *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.

#### 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 [http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969#afed](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed)

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 Status and Availability of Resources

ID	Title – SACC Manual Clause(s)	Eff. date
A3005T	Status and Availability of Resources	2010-08-16

#### **5.2.4 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 5 days 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.

#### **5.2.5 Valid Labour Agreement**

Where the Bidder has a labour agreement, or other suitable instrument, in place with its unionized labour, it must be valid for the proposed period of any resulting contract. If requested by the Contracting Authority, documentary evidence of the agreement or suitable instrument must be provided within 48 hours of the request.

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

### **6.1 Security Requirements**

There are no security requirements associated with this requirement.

### **6.2 Financial Capability**

ID	Title – SACC Manual Clause(s)	Eff. date
A9033T	Financial Capability	2012-07-16

### **6.3 Insurance Requirements**

1. 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 *Part 7, Resulting Contract Clauses*.

2. 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 7 - RESULTING CONTRACT CLAUSES**

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

### **7.1 Statement of Work**

The Contractor must perform the Work in accordance with *Annex "A" - Statement of Work (SOW)*.

#### **7.1.1 Optional Services**

The Contractor grants to Canada the irrevocable option to acquire, in whole or in part, the following optional services under the same conditions and at the prices/rates stated in the Contract:

- 1) Provide ship services (HVAC) for a period of up to 18 months; and/or
- 2) Continuous air testing services in accordance with the SOW once a month for up to 18 months.

The option(s) may be exercised by the Contracting Authority at any time during the period of the Contract and will be evidenced, for administrative purposes only, through a contract amendment.

### **7.2 Standard Clauses and Conditions**

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

#### **7.2.1 General Conditions**

**2035** (2018-06-21), General Conditions - Higher Complexity – Services

### **7.3 Security Requirements**

There are no security requirements associated with this requirement.

### **7.4 Term of Contract**

#### **7.4.1 Work Period – Marine**

Work must commence and be completed as follows:

Commence: the ship will be made available to the Contractor the day after the Contract award date.  
Complete: 4 months from commencement date.

Subject to the terms of the Contract, 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 and Contacts**

### **7.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Chantal Pilon, Supply Team Leader  
Public Services and Procurement Canada (PSAC)  
Marine Navigation and Remedial Division (MNRD)

Place du Portage, Phase III  
11 Laurier Street  
Gatineau, Québec K1A 0S5

Tel: 613-894-1817  
E-mail: chantal.pilon@pwgsc.gc.ca

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

### **7.5.2 Project Authority** *(will be provided at contract award)*

The Project Authority for the Contract is:

Name:  
Title:  
Address:  
Telephone:  
E-mail address:

The Project 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 Project Authority; however, the Project 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 Project 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.

### **7.5.4 Contractor's Representative** *(will be provided at contract award)*

Name:  
Title:  
  
Telephone:  
E-mail address:

**7.5.5 CCG Contacts – Alarms** *(will be provided at contact award)*

As defined in the SOW, the Contractor will need to contact the following for the routing of alarms:

Commissionaire's desk, BIO  
Vessel Maintenance Manager, CCGS McLaren  
Phone number:

**7.6 Proactive Disclosure of Contracts with Former Public Servants**

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.

**7.7 Payment**

**7.7.1 Basis of Payment** *(amount will be added for contract award)*

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ \_\_\_\_\_ *(to be filled at contract award)*. 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 approved, in writing, by the Contracting Authority before their incorporation into the Work.

**7.7.1.1 Rates - Optional Services** *(rates will be added for contract award)*

The following rates are included in the Basis of Payment and must remain valid for the duration of the Contract. They will be used for pricing the optional services. The rates are fix and includes administrative overhead (including management fees) and profit.

1. To provide the optional HVAC services as identified in the SOW, the Contractor will be paid:

a monthly rate of \$ \_\_\_\_\_ /per (CAD)

2. To provide the optional continuous air testing services as identified in the SOW, the Contractor will be paid:

a monthly rate of \$ \_\_\_\_\_ /per (CAD)

Canada reserves the right to negotiate the monthly rates.

**7.7.1.2 Hourly Rate - Unscheduled Work** *(rate will be added for contract award)*

The following hourly rate is included in the Basis of Payment and must remain valid for the duration of the Contract. It will be used for pricing the unscheduled work, if any. The hourly rate is fix and includes administrative overhead (including management fees) and profit.

\$ \_\_\_\_\_ /hourly rate

Canada reserves the right to negotiate the hourly rate and number of hours to complete the unscheduled work.



### 7.7.2 Milestone Payments

1. Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract, 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, Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) The total amount for all milestone payments paid by Canada does not exceed 90 percent of the total amount to be paid under the Contract;
- (c) All the certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives;
- (d) All work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.

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.

### 7.7.3 Schedule of Milestones

The schedule of milestones for which payments will be made in accordance with the Contract is as follows:

Mil. #	Description	Deliverable(s)	%	Amount
1	Preliminary Assessment Report complete, reviewed and accepted by Canada	List of items in accordance with the Section 5 of the SOW. Visual Inspection results in accordance with the Section 6.2 of the SOW. Air quality report in accordance with Section 6.3 of the SOW.	5	
2	All compartments of the Bridgedeck cleaned, inspected and accepted by Canada	Itemized list of all items removed and disposed of in accordance with Section 6 of the SOW	10	
3	All compartments of the Maindeck cleaned, inspected and accepted by Canada	Itemized list of all items removed and disposed of in accordance with Section 6 of the SOW	10	
4	All compartments of the Below Maindeck cleaned, inspected and accepted by Canada	Itemized list of all items removed and disposed of in accordance with Section 6 of the SOW	10	
5	Work completed and accepted by Canada	A weight report as required by the Green Passport in accordance with Section 5 and 6 of the SOW. The record of materials disposed of as specified above in accordance with Section 5 and 6 of the SOW	20	

		Record of bilge pumping and disposal in accordance with Section 5 of the SOW.  Record of removed gasses for the vessel refrigeration log books in accordance with Section 5 of the SOW.  Visual Inspection results in accordance with Section 6 of the SOW.  Air quality report in accordance with Section 6 of the SOW.		
6	Testing complete and required certification received	Tests results and certification.	45	
			100	

#### 7.7.4 Electronic Payment of Invoices – Contract *(to be completed at contract award.)*

The Contractor accepts to be paid using \_\_\_\_\_.

#### 7.7.5 SACC Manual Clauses

ID	Title – SACC Manual Clause(s)	Eff. date
A9117C	T1204 - Direct Request by Customer Department	2007-11-30
C2000C	Taxes - Foreign-based Contractor	2007-11-30
H4500C	Lien - Section 427 of the Bank Act	2010-01-11

#### 7.7.6 Report of McLaren Inventory

The Contractor is responsible to make its own inventory based on the Report of McLaren Inventory - Appendix 1 provided as part of the SOW. The identification and handling of any additional materials not identified in the report is the responsibility of the Contractor and all costs are included in the firm price of the Contract.

#### 7.8 Invoicing Instructions

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;
- (b) all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
- (c) the description and value of the milestone claimed as detailed in the Contract.

2. Applicable Taxes, must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.

3. The Contractor must prepare and certify the claim on form PWGSC-TPSGC 1111, and forward it to the Project Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place. The Project Authority will then forward the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.

4. The Contractor must not submit claims until all work identified in the claim is completed and the associated deliverables have been delivered and approved by Canada.

## **7.9 Certifications and Additional Information**

### **7.9.1 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.

### **7.9.2 Licensing**

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

## **7.10 Insurance Requirements**

1. The Contractor must comply with the insurance requirements specified in Articles **7.10.1**, **7.10.2**, **7.10.3** and **7.10.4** below. 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.

2. 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.

3. 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.

### **7.10.1 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.
- (m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- (n) n/a
- (o) n/a
- (p) n/a
- (q) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- (r) 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

3. 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.

### 7.10.2 Marine Liability Insurance

1. The Contractor must obtain protection and indemnity 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 subject to an additional contravention, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.

3. The protection and indemnity insurance policy must include the following:

- (a) Additional insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
- (b) Waiver of subrogation rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by THE DEPARTMENT OF NATIONAL DEFENCE 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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
- (d) Cross liability and 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, R.S.C. 1985, 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.

### **7.10.3 Environmental Impairment Liability Insurance**

1. The Contractor must obtain Contractors Pollution Liability and Contractors Professional 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 and Contractors Professional Liability policy must include the following:

- (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
- (b) Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
- (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) Storage Tank Third-Party Liability - The policy must extend to off-site third party bodily injury and property damage due to releases from storage tanks (above and below ground). Coverage must include corrective action and clean-up due to releases from storage tanks.

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

For the province of Quebec, send to:

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284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8

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

#### **7.10.4 Automobile Liability Insurance**

1. The Contractor must obtain Automobile 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.
2. The policy must include the following:
  - (a) Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence;
  - (b) Accident Benefits - all jurisdictional statutes;
  - (c) Uninsured Motorist Protection; and
  - (d) 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.

#### **7.11 Subcontracting**

Subject to the General Conditions, the Contractor must obtain the Contracting Authority's written consent before subcontracting or permitting the subcontracting of any part of the Work. A subcontract includes a contract entered into by any subcontractor at any tier to perform any part of the Work. Refer to the General Conditions for additional information.

#### **7.12 Environmental Protection**

1. The Contractor and its sub-contractors engaged in the Work on a Crown vessel must carry out the Work in compliance with applicable municipal, provincial and federal environmental laws, regulations and industry standards.
2. 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. The contractor must maintain in force their Environmental Protection procedures through the course of the contract.
3. All waste disposal certificates are to be provided to the Project Authority, with information copies sent to the Contracting Authority. Furthermore, additional evidence of compliance with municipal, provincial and federal environmental laws and regulations is to be furnished by the Contractor to the Contracting Authority when so requested.

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

### 7.13 Access to Facilities and Equipment

Canada's facilities, equipment, documentation and personnel are not automatically at the disposal of the Contractor. If access to government premises, computer systems (micro computer network), working space, telephones, terminals, documentation and personnel for consultation is required by the Contractor to perform the Work, the Contractor must advise the Contracting Authority of the need for such access in a timely fashion. If the Contractor's request for access is approved by Canada and arrangements are made to provide access to the Contractor, the Contractor, its Subcontractors, agents and employees must comply with all the conditions applicable at the Work site. The Contractor must further ensure that the facilities and equipment are used solely for the performance of the Contract.

### 7.14 Fire Protection, Fire Fighting and Training

The Contractor must maintain in force their fire protection, firefighting and training procedures through the course of the Contract.

### 7.15 Quality Plan

1. No later than five (5) days after the effective date of the Contract, the Contractor must submit for acceptance by Canada a Quality Plan prepared according to the latest issue (at contract date) of ISO 10005:2005 "Quality management systems - Guidelines for quality plans". The Quality Plan must describe how the Contractor will conform to the specified quality requirements of the Contract and specify how the required quality activities are to be carried out, including quality assurance of Subcontractors.

2. The Contractor must include a traceability matrix from the elements of the specified quality requirements to the corresponding paragraphs in the Quality Plan.

3. The documents referenced in the Quality Plan must be made available when requested by Canada.

4. If the Quality Plan was submitted as part of the bidding process, the Contractor must review and, where appropriate, revise the submitted plan to reflect any changes in requirements or planning which may have occurred as a result of pre-contract negotiations. Canada must agree with the changes made to the Quality Plan.

5. Upon acceptance of the Quality Plan by Canada, the Contractor must implement the Quality Plan. The Contractor must make appropriate amendments to the Quality Plan throughout the term of the contract to reflect current and planned quality activities. Amendments to the Quality Plan must be acceptable to Canada

### 7.16 SACC Manual Clauses

ID	Title – SACC Manual Clause(s)	Eff. date
A1009C	Work Site Access	2008-05-12
A0290C	Hazardous Waste – Vessels	2008-05-12
A9055C	Scrap and Waste Material	2010-08-16
A9019C	Hazardous Waste Disposal	2011-05-16
A9068C	Government Site Regulations	2010-01-11
A2000C	Foreign Nationals	2006-06-16



### **7.17 Vessel – Access by Contractor**

The Contractor must complete the Work between 7am to 5pm from Monday to Friday inclusively, with the exception of Statutory Holidays. Any access after those hours will have to be considered and authorized by the Project Authority.

### **7.18 Vessel - Access by Canada**

Canada reserves the right to have its personnel carry out limited work on equipment on board the vessel. This work will be carried out at times mutually acceptable to Canada and the Contractor.

### **7.19 Meetings**

#### **7.19.1 Kick-off Meeting**

Within 72 hours of contract award, the Contractor must contact the Contracting Authority and the Project Authority to set-up a kick-meeting. The meeting will take place on site in CCG facilities or as instructed by the Contractor Authority

The kick-off meeting will be chaired by the Contracting Authority. At the meeting, the Contractor will introduce key personnel. Parties will review/discuss the contractual obligations, deliverables and plan the start of the work.

#### **7.19.2 Progress Review Meeting**

1. Progress meetings, chaired by the Contracting Authority, will take place on site in CCG facilities or as instructed by the Contractor Authority as and when required, generally once a month. Interim meetings may also be scheduled. Contractor's attendees at these meetings will, as a minimum, be its Contract (Project) Manager and Quality Assurance Manager. Progress meetings will generally incorporate technical meetings to be chaired by the Project Authority.

2. Progress review meeting must encompass total project status as of the review date. The Contractor, at a minimum, must report on the following:

- (a) Progress to date;
- (b) Variation from planned progress and the corrective action to be taken during the next reporting period;
- (c) A general explanation of foreseeable problems and proposed solutions, including an assessment of their impact on the contract in terms of schedule, technical performance and risk. The proposed solution should include the effort involved and the consequences to the schedule (Risk Register);
- (d) Proposed changes to the schedule;
- (e) Progress on action items, problems or special issues;
- (f) An updated list of the items removed from the vessel;
- (g) Deliverables submitted prior to PRM, if any;
- (h) Milestones (technical and financial);
- (i) Activities planned for the next reporting period;
- (j) Status of any change notifications and requests;
- (k) Any changes to the PMP; and
- (l) Other business as mutually agreed to by CANADA and the Contractor.

### 7.19.3 Close-out Meeting

The purpose of the close-out meeting is to discuss the Final Report as per *article 7.20.3*. Each space and any outstanding items that the Contractor was not able to decontaminate as a function of a lack of access, if any, will be discussed. The meeting will take place on site in CCG facilities or as instructed by the Contractor Authority

## 7.20 Reports

### 7.20.1 Preliminary Assessment Report

The Contractor must conduct an initial audit of the vessel prior to commencing the Work. The preliminary assessment will have two components: a visual inspection of the vessel and air quality testing.

The Contractor is to provide a report indicating the results of the evaluation to:

- (a) Identify any items missing from the preliminary green passport HMI list for the McLaren;
- (b) Identify any equipment suggested for removal;
- (c) Discuss results of air quality tests; and
- (d) Highlight any anticipated issues at this time.

*Note: This assessment is not to begin until the Contractor has ensured that the vessel is safe for its personnel to work in and the necessary HVAC and lighting are in place.*

### 7.20.2 Progress Reports

1. The Contractor must submit monthly reports, in electronic format, on the progress of the Work, to both the Project Authority and the Contracting Authority.

2. The progress report must contain four (4) parts:

Part 1: The Contractor must answer the following three questions:

- (a) Is the project on schedule?
- (b) Is the project within budget?
- (c) Is the project free of any areas of concern in which the assistance or guidance of Canada may be required?

Each negative response must be supported with an explanation.

Part 2: A narrative report, brief, yet sufficiently detailed to enable the Project Authority to evaluate the progress of the Work, containing as a minimum:

- (a) A description of the progress of each task and of the Work as a whole during the period of the report. Sufficient sketches, diagrams, photographs, etc., must be included, if necessary, to describe the progress accomplished;
- (b) Cumulative itemized list and applicable associated weights for the compartments addressed in the period, and testing results;
- (c) An explanation of any variation from the work plan;
- (d) An overview of the cleaning completion rate for each applicable compartment, and the results of any air quality testing.

Part 3: The Contractor must provide the status of each compartment of the vessel. The status must include the % of completion of each compartment with expected completion date of each compartment. The reference list of compartments is as follows:

**Bridgedeck:**

- A1 Hazmat Locker
- A2 Small Locker
- A3 Command Centre
- A4 Bridge
- A5 Battery Locker
- A6 FI Equipment Locker (1)
- A7 FI Equipment Locker (2)
- A8 Deck space

- B18 Captain's Cabin
- B19 Chief Engineer's Cabin
- B20 Deck Equipment Locker
- B21 HVAC Room
- B22 Ammo Locker
- B23 Foredeck

**Maindeck:**

- B1 Garbage Handling Room (1)
- B2 Garbage Handling Room (2)
- B3 Oil Filling Station
- B4 FI Equipment space
- B5 Trash Compactor
- B6 Wet Gear Storeroom
- B7 Passageway
- B8 Emergency Gen Compartment
- B9 Dry Food Store
- B10 Washroom
- B11 Galley
- B12 Fuel Oil Spill Control Locker
- B13 Pain Store
- B14 Messroom
- B15 Electronic Equipment Room
- B16 Program Incident Command Office
- B17 Washroom (Captain)

**Below Maindeck:**

- C1 Steering Gear Compartment
- C2 Auxiliary Machinery Room
- C3 Main Machinery Room
- C4 Main Control Room
- C5 Medical Equipment and SAR locker
- C6 Linen Laundry Central Store
- C7 Cabin 2P 2nd Engineer
- C8 Cabin 1p
- C9 Passageway
- C10 Cabin 2P (1)
- C11 Cabin 2P (2)
- C12 Cabin 2P (3)
- C13 Washroom (1)
- C14 Washroom (2)
- C15 Cleaning Gear and Steward's Locker
- C16 Locker for Immersion suits
- C17 Bowthruster Room
- C18 Chain Locker Void
- C19 Fore Peak Store

*Note: The Contractor must use same naming convention and include the reference code (e.g. A1 Hazmat Locker, A2, Small Locker, etc.):*

Part 4: For each compartment mentioned above, the Contractor must track and report on each item removed and the decontamination. A list of all items removed must be included in each of the reporting period.

*Note: The Appendix 2 of the SOW – CCGS McLaren General Arrangement, shows the vessel's layout.*

**7.20.3 Final Report**

The Final Report must address all compartments and identify the status of each compartment. Specifically, the report must breakdown by compartment whether the compartment has been decontaminated 100% or if there were any items that could not be removed as a function of limited accessibility. Those items must be included in the report.

### **7.21 Project Schedule**

1. The Contractor must provide a detailed project schedule in MS Project format or equivalent to the Contracting Authority and the Project Authority two (2) days after award of Contract.
2. The Project Schedule must include the work breakdown structure, the scheduling of main activities and milestone events, and any potential problem areas involved in completing the Work. The Project Schedule must also, at minimum, identify all milestones listed in the *Schedule of Milestones, article 7.7.3* and include a completion target date for each compartments listed in Part 3 of *article 7.20.2 – Progress Reports*.
3. The schedule is to be regularly updated and provided for review by Canada's authorities to determine the progress of the Work prior to each meeting.

### **7.22 Procedures for Unscheduled Work**

1. The following procedures must be followed to add any unscheduled work to the Contract.
  - (a) The Project Authority will provide the Contracting Authority with a description of the unscheduled work in sufficient detail to allow the Contractor to provide the following information:
    - i. any impact of the current Work being completed by the Contractor and completion date;
    - ii. a price breakdown of the cost associated with the unscheduled work using the form "Unscheduled Work " attached as Annex "C";
    - iii. a schedule to complete the Work.
  - (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. The form must be signed by all parties.
2. Approval: The Contractor must not proceed with any unscheduled 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.
3. Canada reserves the right to negotiate the per diem rate and number of days to complete the unscheduled work.

### **7.23 Applicable Laws** (*will be added for contract award*)

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province of \_\_\_\_\_.

## **7.24 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 - Higher Complexity – Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Cost Breakdown;
- (e) Annex C, Unscheduled Work form;
- (f) Annex D, Bidder's Questions and Canada's responses;
- (g) the Contractor's bid dated \_\_\_\_\_.

## **Annex A – Statement of Work (SOW)**

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*In order to receive the Statement of Work (SoW), potential bidders must contact the Contracting Authority by email.*

### Annex B – Cost Breakdown

The cost breakdown must itemize the costs to remediate all compartments identified below, for equipment rental, and other general costs included in the bid price for the Work in accordance with the Bidder's cost accounting or cost schedule system. The cost breakdown must also include the number of hours required to remediate each space.

Vessel Compartment	Cost inclusive of all overhead and profit	# of hours to complete work
<b>A - Bridgedeck</b>		
A1 Hazmat Locker		
A2 Small Locker		
A3 Command Centre		
A4 Bridge		
A5 Battery Locker		
A6 FI Equipment Locker (1)		
A7 FI Equipment Locker (2)		
A8 Deck space		
<b>B - Maindeck</b>		
B1 Garbage Handling Room (1)		
B2 Garbage Handling Room (2)		
B3 Oil Filling Station		
B4 FI Equipment space		
B5 Trash Compactor		
B6 Wet Gear Storeroom		
B7 Passageway		
B8 Emergency Gen Compartment		
B9 Dry Food Store		
B10 Washroom		
B11 Galley		
B12 Fuel Oil Spill Control Locker		
B13 Pain Store		
B14 Messroom		
B15 Electronic Equipment Room		
B16 Program Incident Command Office		
B17 Washroom (Captain)		
B18 Captain's Cabin		
B19 Chief Engineer's Cabin		
B20 Deck Equipment Locker		
B21 HVAC Room		
B22 Ammo Locker		
B23 Foredeck		
<b>C - Below Maindeck</b>		
C1 Steering Gear Compartment		
C2 Auxiliary Machinery Room		
C3 Main Machinery Room		
C4 Main Control Room		
C5 Medical Equipment and Search&Rescue locker		
C6 Linen Laundry Central Store		
C7 Cabin 2P 2 <sup>nd</sup> Engineer		
C8 Cabin 1p		
C9 Passageway		
C10 Cabin 2P (1)		

C11 Cabin 2P (2)		
C12 Cabin 2P (3)		
C13 Washroom (1)		
C14 Washroom (2)		
C15 Cleaning Gear and Steward's Locker		
C16 Locker for Immersion suits		
C17 Bowthruster Room		
C18 Chain Locker Void		
C19 Fore Peak Store		
Equipment rental:		
Air Quality		
HVAC		
....		
....		
Total		

Note: Add row as required.





**Unscheduled Work - Travaux imprévus**

Request No. - N° de la demande	
File No. - N° de dossier	
Contractor's Name - Nom de l'entrepreneur	Contract Serial No. N° de serie du contrat
Project name - Nom du projet	YYYY-MM-DD AAAA-MM-JJ
Other - Autre	

Item - Article	Description of Work and deliverables - Description des travaux et livrables	Days to complete task(s) - Nombre de jours pour compléter la/les tâche(s)	Cost of each task - Coût de chaque tâche

Remarks - Remarques	Total hours to complete the Work- Heures totales pour compléter le travail
	Hourly Rate as per contract Taux horaire tel le contrat
	Sub-total Sous-total
	Tax Taxe

<input type="checkbox"/> Contractor - Entrepreneur Contract will be completed as scheduled - Le contrat sera achevé dans les délais impartis  Or specify date: Sinon, précisez la date:	Signature	<b>Total</b>
	Date	

Customer - Described work technically approved for price negotiated Client - Description des travaux approuvés en principe au prix negocié	Signature	Title - Titre	Date YYYY-MM-DD AAAA-MM-JJ
PWGSC - Authority to proceed with work TPSGC - Autorisation d'effectuer les travaux	Signature	Title - Titre	Date YYYY-MM-DD AAAA-MM-JJ

## Annex D – Bidder's Questions and Canada's responses

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*All questions raised during the bid solicitation and answers will be added to this annex and posted on [Buyandsell.gc.ca](http://Buyandsell.gc.ca) prior to bid closing.*