



## RETURN BIDS TO:

## RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada

See herein for bid submission  
instructions/

Voir la présente pour les  
instructions sur la présentation  
d'une soumission

NA

British Columbia

## REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

**Proposal 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.

**Proposition 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 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

<b>Title - Sujet</b> Vessel Disposal - 45' Barge	
<b>Solicitation No. - N° de l'invitation</b> F1776-200001/A	<b>Date</b> 2020-10-23
<b>Client Reference No. - N° de référence du client</b> F1776-200001	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$XLV-211-8077	
<b>File No. - N° de dossier</b> XLV-0-43098 (211)	<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 2020-11-10</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Pacific Standard Time PST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Buchan, Torrey	<b>Buyer Id - Id de l'acheteur</b> xlv211
<b>Telephone No. - N° de téléphone</b> (250) 216-2092 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Fisheries and Oceans Canada See herein	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications 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, and any other annexes.

### **1.2 Summary**

The Canadian Coast Guard (CCG) Vessels of Concern Program requires the services of an experienced Contractor to salvage, transport, deconstruct and dispose of an abandoned 45' deck barge. The work must be completed by March 31, 2021.

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

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

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## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<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 (2020-05-28) 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:

#### PWGSC Pacific Region Bid Receiving Unit

Only bids submitted using epost Connect service will be accepted. The Bidder must send an email requesting to open an epost Connect conversation to the following address:

[TPSGC.RPRceptiondessoumissions-PRBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RPRceptiondessoumissions-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.

It is the Bidder's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six days before the solicitation closing date.

Bids transmitted by facsimile or hardcopy to PWGSC will not be accepted.

### 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later 4 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

### 2.4 Applicable Laws

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

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

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

The Bidder must submit its bid electronically 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

Bids transmitted by facsimile or hardcopy will not be accepted.

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>).

To assist Canada in reaching its objectives, bidders should:

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

### 3.2 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.

### 3.3 Section II: Financial Bid

#### 3.3.1 Financial Bid Presentation

Bidders must submit their financial bid in accordance with **Annex "B" – Basis of Payment**. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

#### 3.3.2 Electronic Payment of Invoices – Bid

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

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If Annex "E" 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.

### **3.3.3 Exchange Rate Fluctuation**

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

### **3.4 Section III: Certifications**

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

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## 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, management and financial 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.

### 4.2 Technical Evaluation

The technical bids will be evaluated in accordance with Annex "F", Technical Evaluation Criteria.

### 4.3 Financial Evaluation

#### 4.3.1 Mandatory Financial Criteria

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 II - Financial Bid**.

#### 4.3.2 Evaluation of Price

A0220T (2014-06-26), Evaluation of Price

### 4.4 Certifications and Additional Information

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 - CERTIFICATIONS AND ADDITIONAL INFORMATION**.

### 4.5 Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

Bidders should note that all contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed Contract. Notwithstanding that a Bidder may have been recommended for award of Contract, issuance of any Contract will be contingent upon internal approval in accordance with Canada's policies. If such approval is not given, no Contract will be awarded.



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## 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 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 Canadian Content

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

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

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

The Bidder certifies that:

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

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

##### 5.1.2.1 Canadian Content Definition

SACC *Manual* clause [A3050T](#) (2014-11-27), 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 provided 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.

## **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 Additional Certifications Precedent to Contract Award**

### **5.2.3.1 Status and Availability of Resources**

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

### **5.2.3.2 Insurance Requirements**

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in **Annex "C" - Insurance Requirements**.

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.

### **5.2.3.2 List of Proposed Subcontractors**

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

Refer to Annex D.

## 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 **Annex "A" - Statement of Work**.

### 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

[2030](#) (2020-05-28), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

#### 6.2.2 Supplemental General Conditions

1031-2 (2017-07-16) Contract Cost Principles, and

1028 (2010-08-16) Ship Construction – Firm Price, apply to and form part of the Contract.

The Supplemental General Conditions 1028 (2010-08-16) Ship Construction – Firm Price, are incorporated by reference into and form part of the Contract, except that:

- a) Wherever the term “construction” is used, substitute “disposal”;
- b) Section 5, 9 and 12 are deleted.
- c) In section 11, delete “Vessel” and substitute “Work”;
- d) Delete the text for section 10 and replace with:  
Until the completion of the Contract, the Contractor is responsible for and must pay all expenses of wharfage, towage, dockage, running lines, electric light, heating water and all other charges, fees, expenses and disbursements for or incidental to the disposal of the Vessel.

### 6.3 Term of Contract

#### 6.3.1 Work Period – Marine

Work must commence and be completed as follows:

Commence: \_\_\_\_\_ (contract award date).

Complete: \_\_\_\_\_ (no later than March 31, 2021).

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.

### 6.4 Authorities

#### 6.4.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Torrey Buchan  
Organization: Public Works and Government Services Canada  
Acquisitions Marine, Procurement Branch – Pacific Region

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Buyer ID - Id de l'acheteur  
xlw211  
CCC No./N° CCC - FMS No./N° VME

Address: 1230 Government Street, Victoria, British Columbia, Canada, V8W 3X4  
Telephone: 250-216-2092  
E-mail: [Torrey.Buchan@pwgsc-tpsgc.gc.ca](mailto:Torrey.Buchan@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.

#### 6.4.2 Technical Authority

The Technical Authority for the Contract is provided at the time of contract award.

Name: TBD  
Title: TBD  
Organization: TBD  
Address: TBD  
Telephone: TBD  
Facsimile: TBD  
E-mail: TBD

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.

#### 6.4.3 Contractor's Representative

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

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email address: \_\_\_\_\_

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

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email address: \_\_\_\_\_

### 6.5 Payment

#### 6.5.1 Basis of Payment – Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in **Annex "B" - Basis of Payment** for a cost of \$ \_\_\_\_\_. 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.

#### 6.5.2 Single Payment

SACC Manual clause H1000C (2008-05-12), Single Payment

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**6.5.4 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);

**6.6 Invoicing Instructions**

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

**Invoice is to be made out to:**  
TBD

**Electronic invoice must be sent for verification to:**  
[PAC.MARINE@pwgsc-tpsgc.gc.ca](mailto:PAC.MARINE@pwgsc-tpsgc.gc.ca) Attention: Torrey Buchan

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

**6.7 Certifications and Additional Information**

**6.7.1 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.

**6.6.3 Canadian Content Certification** *(if applicable)*

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

**6.8 Applicable Laws**

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

**6.9 Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 1031-2 (2017-07-16) Contract Cost Principles;
- (c) the supplemental general conditions 1028 (2010-08-16) Ship Construction - Firm Price, as amended;
- (d) the general conditions 2030 (2020-05-28) General Conditions - Higher Complexity - Goods;
- (e) Annex "A", Statement of Work;
- (f) Annex "B", Basis of Payment;
- (g) Annex "C", Insurance Requirements;
- (h) Annex "D", Subcontractor List;
- (i) the Contractor's bid dated \_\_\_\_\_.

**6.10 Foreign Nationals (Canadian Contractor)**

[A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor)

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### **6.11 Insurance Requirements**

The Contractor must comply with the insurance requirements specified in Annex "C". The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

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

### **6.12 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.

### **6.13 Sub-contracts and Sub-contractor List**

The Contracting Authority is to be notified, in writing, of any changes to the list of subcontractors before commencing the work.

When the Contractor sub-contracts work, a copy of the sub-contract purchase order is to be passed to the Contracting Authority. In addition, the Contractor must monitor progress of sub-contracted work and inform the Inspection Authority or designate on pertinent stages of work to permit inspection when considered necessary by the Inspector.

### **6.14 Environmental Protection**

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

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

All waste disposal certificates are to be provided to the Inspection Authority or designate, with information copies sent to the Contracting Authority. Furthermore, additional evidence of compliance with municipal, provincial and federal environmental laws and regulations is to be furnished by the Contractor to the Contracting Authority when so requested.

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

### **6.15 Hazardous Waste**

1. The Contractor acknowledges that sufficient information has been provided by Canada with respect to the location and estimated amount of hazardous materials such as asbestos, lead PCBs, silica or other hazardous materials or toxic substances.

2. The price includes all costs associated with the removal, handling, storage, disposal and/or working in the vicinity of hazardous materials such as asbestos, lead, PCBs, silica and other hazardous materials or toxic substances on board the vessel, including those costs resulting from the need to comply with applicable laws and regulations in relation to the removal, handling, disposal or storage of hazardous materials or toxic substances.

3. The completion date for the Work takes into account the fact that the removal, handling, storage, disposal and/or working in the vicinity of hazardous materials such as asbestos, lead, PCBs, silica and other hazardous materials or toxic substances may be affected by the need to comply with applicable federal, provincial and municipal laws or regulations and that this will not be considered to be an excusable delay.

#### **6.16 Project Schedule**

The Contractor must provide a detailed project schedule in PDF format or equivalent to the Contracting Authority and the Technical Authority no later than 10 days after award of Contract.

The Project Schedule must indicate the sequence and the completion dates of major project milestones, deliverables, and project tasks based on a contract award as "day 0." The Project Schedule must include the Bidder's work breakdown structure, the scheduling of main activities and milestone events, and any potential problem areas involved in completing the Work. The Project Schedule/Plan must, at minimum, identify all milestones and include target dates for each listed in **Annex "B" - Basis of Payment and be in accordance with Part 6, Section 6.4.1 Work Period – Marine.**

The schedule is to be regularly updated and available in the Contractor's office for review by Canada's authorities to determine the progress of the Work.

#### **6.17 Outstanding Work and Acceptance**

The acceptance of vessels must be in accordance with form PWGSC-TPSGC 1206, Acceptance (Vessel Disposal).

The Inspection Authority or designate, in conjunction with the Contractor, will prepare a list of outstanding work items at the end of the work period. This list will form the annexes to the formal acceptance document for the vessel. A contract completion meeting will be convened by the Inspection Authority on the work completion date to review and sign off the Acceptance Document.

A holdback of twice the estimated value of outstanding work will be held until completion of the Work. Applicable Taxes will be calculated on this outstanding work holdback amount and paid at the time that the outstanding work holdback is released.

#### **6.18 SACC Manual Clauses**

A9055C (2010-08-16), Scrap and Waste Material;  
A9019C (2011-05-16), Hazardous Waste Disposal;  
A1009C (2008-05-12), Work Site Access



## ANNEX "A" - STATEMENT OF WORK

### Salvage, Transport and Disposal of Derelict Barge- Reeks Island

The Canadian Coast Guard (CCG) Vessels of Concern Program requires the services of an experienced Contractor to salvage, transport, deconstruct and dispose of an abandoned 45' x 15' ft. deck barge.

#### 1. Introduction:

The Canadian Coast Guard has a requirement to remove an approximately 45'x 15' ft. abandoned deck barge that has washed ashore on Reeks Island in Pacific Rim National Park at position: 48° 55.394N, 125° 13.879W. The barge is currently aground and posing a hazard to an environmentally and culturally sensitive area. Canadian Coast Guard Environmental Response personnel have assessed the vessel and found no measureable hydrocarbons on board. The hull has been noted to be in extremely poor condition with a number of plywood patches and punctures/gashes that leave the hull open to ingress.



Figure 1- Date:2020-Barge Image at high water.



Figure 2-Date:2018- Barge Image low water

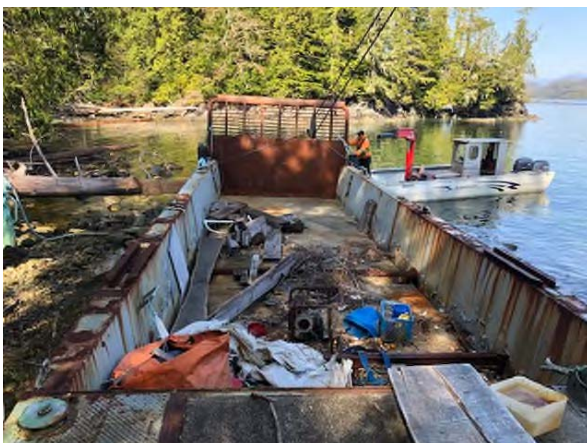


Figure 3-Date:2020-Contents inside of barge



Figure 1-Chart Image Reeks Island, Broken Group, Barkley Sound



## 2. Objective

The objective of this contract is to salvage the vessel from its current location on Reeks Island (Figure 4) and transport it to an approved site where it will be deconstructed and recycled. As a result, the public safety, and environmental hazards that the vessel currently poses due to its poor condition and proximity to areas of extreme environmental and cultural sensitivity will be mitigated.

## 3. Scope of Work:

1. Salvage the abandoned vessel from Reeks Island utilizing a method that does not cause further damage to the beach or intertidal zone.
2. Transport the vessel to the Contractor's Approved Site for dismantling and disposal.
3. Remove any hazardous fluids (such as oils and fuels) from the vessel and dispose of them in accordance with Federal, Provincial and Municipal Regulations.
4. Any hazardous materials must be removed and handled in accordance with Federal, Provincial and Municipal regulations, including removal, transport and disposal.
5. Any steel, stainless steel and aluminum or other recyclable materials on board the vessel should be recycled.
6. All other non-recyclable materials must be disposed of in an environmentally responsible manner, in compliance with all Federal, Provincial and Municipal regulations.
7. All work, including dive work if applicable, must be completed in accordance with Federal, Provincial and Municipal Regulations.
8. Provide CCG with a written report and photo documentation of the vessel salvage process from start to finish, capturing milestone events and any unanticipated events or obstacles encountered during contract work. Milestone events include, but are not limited to, the following:
  - a. Removal of vessel from beach
  - b. Arrival at Approved Site
  - c. Start of deconstruction
  - d. Completion of deconstruction
9. Provide detailed documentation (receipts/invoices) showing quantity and cost/revenue for disposed and recycled material, including, but not limited to, the following:
  - a. Hazardous Waste Material (solid)
  - b. Hazardous Waste Material (liquid)
  - c. Scrap Metal

#### 4. Constraints

1. If the relocation involves towing the barge, a Tow Plan must be submitted to CCG for review prior to towing operations commencing. The towing plan must include mitigation measures including (but not limited to), the provision of emergency salvage pumps and personnel to monitor the tow and monitor for ingress of water during the tow. This Plan must be submitted in conjunction with a Salvage Plan
2. The Salvage Plan must outline the method of rigging and removing vessel from its current location (See Note 1), method of containing residual pollutants/hazardous materials and method of ensuring vessel does not sink during salvage and transport. Safety during the tow must remain the number one priority (See Note 2).
3. The Approved Site must be certified/approved to complete this type of work.

**(Note 1)** The method of rigging must consider sensitive beach and intertidal environment.

**(Note 2)** The vessel hull condition is known to be very poor and the vessel is reported not able to float on its own.

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**ANNEX "B" – BASIS OF PAYMENT**

Item	Description	Price (\$CAD)
1	Firm All-Inclusive Price – For salvage, transportation, deconstruction and disposal of the abandoned 45' deck barge on Reeks Island, in accordance with the Contract, Annex A – Statement of Work and all other associated Annexes of the Contract.	\$ _____
<b>Evaluated (Firm) Total (\$CAD)</b> GST is extra.		\$ _____

No other costs will be allowed under this contract without the approval of the Contracting Authority.

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## 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.

- m. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises. *(if applicable)*
- n. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft. *(if applicable)*
- o. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- p. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

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

**For other provinces and territories, send to:**

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

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

**C.2 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 Canada Border Services Agency 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*

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

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**ANNEX “D” – SUBCONTRACTOR LIST**

<b>SOW Reference</b>	<b>Description of Goods/Services</b>	<b>Name of Supplier</b>	<b>Address of Supplier</b>

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## **ANNEX "E" - 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 "F" – TECHNICAL EVALUATION CRITERIA

### MANDATORY CRITERIA

The Bidder must provide proof and/or verification of the Mandatory Minimum Requirements herein through supporting documentation such as technical brochures, certificate of qualifications and letters of authenticity from industry associations, as applicable. Where supporting technical documentation is unavailable, the bidder must provide written narrative supporting their claim of meeting the criteria.

Failure to provide supporting documentation to verify claims may result in the bid being declared non-responsive.

Item	Minimum Mandatory Requirements	Pass / Fail	Bid Ref Page #	Comments
1.	<b>Complete Parks Canada Business License Application</b>  The successful bidder must complete and be approved by Parks Canada, a Business License Application prior to commencement of any work. The fee for the application is \$58.80 and can be obtained through Parks Canada Pacific Rim.			
2.	<b>Towing Plan (if the vessel is to be towed):</b>  The bidder must submit a Towing Plan if towing operations will be undertaken as part of the project. The Towing Plan must detail, at minimum: <ul style="list-style-type: none"><li>1. Mitigation measures including (but not limited to) provision of salvage pumps and personnel to monitor the tow and monitor for ingress of water during the tow;</li><li>2. Sea state or weather restrictions that may limit operations.</li></ul>			

Itm	Minimum Mandatory Requirements	Pass / Fail	Bid Ref Page #	Comments
3.	<b>Transport Plan:</b>  The bidder must submit a Transport Plan that details at minimum: <ol style="list-style-type: none"> <li>Proposed route by which the vessel will be transported to the approved deconstruction site;</li> <li>Method by which the vessel will be transported to the approved deconstruction site;</li> <li>Provision of pollution countermeasures to contain any residual pollutants that may come from the vessel or from the barge, crane or any other equipment utilized by the contractor to complete operations;</li> <li>Sea state or weather restrictions that may limit operations.</li> </ol>			
4.	<b>Salvage Plan</b>  The bidder must submit a Salvage Plan that details at minimum: <ol style="list-style-type: none"> <li>Method of rigging and removing barge from the beach.</li> <li>Method of containing any residual pollutants or hazardous materials that may be present on the vessel;</li> <li>Method of ensuring the vessel does not sink during salvage and transport.</li> </ol>			
5.	<b>Deconstruction and Disposal Plan</b>  The bidder must submit a Deconstruction and Disposal Plan that details at minimum: <ol style="list-style-type: none"> <li>Method of vessel dismantling/deconstruction;</li> <li>Disposal/recycling plan</li> </ol>			
6.	<b>Soonest Availability to Commence</b>  The bidder must include a statement of the soonest date that they are able to commence the project			

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Itm	Minimum Mandatory Requirements	Pass / Fail	Bid Ref Page #	Comments
7.	<b>Estimated Timeline to Complete</b>  The bidder must include a statement and Gantt chart of the proposed timeline to complete the project			
8.	<b>Work Safe BC Clearance Letter</b>  The bidder must provide a current Clearance letter from Work Safe BC that shows the bidder is active and in good standing.			

## ANNEX "G" – BID SUBMISSION CHECKLIST

**Table G.1 Mandatory Bid Deliverables**

Regardless of requirements specified elsewhere in this bid solicitation and its associated Annexes, the following are the documents that must be submitted with the bid by the solicitation closing date and time. The bid must be compliant on each item to be considered responsive:

**M:** Mandatory submission with the bid.

**48 Hrs:** Must be provided within **48 hours** of the written request.

No.	Solicitation Reference	Description	Document Submission Period	Document provided
1	Front Page	<b>Request for Proposal</b> document part 1 page 1 completed and signed;	Mandatory with the bid	<input type="checkbox"/>
2	Part 3 - Section 3.2, Annex F	Section I - Technical Bid, <u>including all information required to evaluate the bid against the criteria of Annex F</u>	Mandatory with the bid	<input type="checkbox"/>
3	Part 3 – Section 3.3 Annex B	Section II - Financial Bid - Annex B – Basis of Payment, completed	Mandatory with the bid	<input type="checkbox"/>
4	Part 5 – Section 5.1.1	Integrity Provisions – Declaration of Convicted Offences, <b><u>only required if applicable to the bidder</u></b>	Mandatory with the bid	<input type="checkbox"/>
5	Part 5 – Section 5.1.2	<b>Declaration of Canadian Content</b> Only required if applicable to the bid.  <b>Failure to provide this certification completed with the bid will result in the goods and services offered being treated as non-Canadian goods and non-Canadian services.</b>	Mandatory with the bid	<input type="checkbox"/>

**Table G.2 Supporting Bid Deliverables**

Regardless of requirements specified elsewhere in this bid solicitation and its associated Annexes, the following are the supporting documents that can be submitted after the solicitation closing date and time. Upon written request of the Contracting Authority, the following supporting documents must be submitted within the time periods specified herein.

No.	Solicitation Reference	Description	Document Submission Period	Document provided
1	Part 5 – Section 5.2.1	Integrity Provisions – Required Documentation, List of Names	Within 48 hours of written request	<input type="checkbox"/>
2	Part 5 – Section 5.2.3.2 Or Annex C	Letter of Insurability in accordance with section 5.2.3.2 or Certificate of Insurance in accordance with Annex C	Within 48 hours of written request	<input type="checkbox"/>
3	Part 5 – Section	List of Proposed Subcontractors	Within 48 hours of written request	<input type="checkbox"/>

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	5.2.3.3, Annex D			
4	Part 2 – Section 2.4	Applicable laws	Within 48 hours of written request	<input type="checkbox"/>
5	Part 6 – Section 6.5.3	Contractor's representative	Within 48 hours of written request	<input type="checkbox"/>
6	Annex E	Electronic Payment Instruments, completed	Within 48 hours of written request	<input type="checkbox"/>