



## 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

## 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**

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> MV Madeleine Inventory of Hazardous Materials	
<b>Solicitation No. - N° de l'invitation</b> T2012-200057/A	<b>Date</b> 2020-11-06
<b>Client Reference No. - N° de référence du client</b> T2012-200057	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$MER-002-27969	
<b>File No. - N° de dossier</b> 002mer.T2012-200057	<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> Eastern Standard Time EST <b>on - le 2020-12-01</b> Heure Normale du l'Est HNE	
<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> (819) 420-2914 ( )	<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> See Herein – Voir ci-inclus	<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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Solicitation No. - N° de l'invitation  
T2012-200057/A  
Client Ref. No. - N° de réf. du client  
T2012-200057

Amd. No. - N° de la modif.  
File No. - N° du dossier  
002mer.T2020-200057

Buyer ID - Id de l'acheteur  
002mer  
CCC No./N° CCC - FMS No./N° VME

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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 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 (SOW) and the Bidders' Questions and Canada's Response document that will be filled out during the bid solicitation period, as applicable.

### **1.2 Summary**

1.2.1 Transport Canada (TC) is replacing the MV Madeleine ferry which presently provides essential ferry service between Souris, Prince Edward Island (PEI) and Cap-aux-Meules, Québec (QC). As a result, TC has a requirement to ascertain the type and amount of Hazardous Materials onboard the vessel in accordance with the Statement of Work (SOW), Annex "A".

1.2.2 All necessary work to be completed onboard the vessel must be completed during the hours of operation of the vessel while performing its scheduled route between Souris and Cap-aux-Meules, or at the Cap-aux-Meules port while the vessel is moored. Additional information on the schedule can be found at: <https://www.traversierctma.ca/en/plan-your-trip/schedule>.

1.2.3 All draft reports in accordance with the SOW must be provided to Canada on or before January 15, 2021. All deliverables must be delivered five (5) business days after the acceptance of the draft reports by the Project Authority.

1.2.4 The epost Connect service provided by Canada Post Corporation must be used by suppliers to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions and Part 3 of the RFSA entitled Arrangement Preparation Instructions for further information on using this method.

### **1.3 Debriefings**

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or video conference.

## 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](#), 2005-05-28, 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 Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the bid solicitation.

For bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address to register is:

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

Due to the nature of the bid solicitation, bids transmitted by facsimile or hard copies delivered to PWGSC will not be accepted.

### 2.3 Former Public Servant

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

#### Definitions

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

- (a) an individual;
- (b) an individual who has incorporated;

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

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

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

#### **Former Public Servant in Receipt of a Pension**

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

Yes (    )                      No (    )

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

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

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

#### **Work Force Adjustment Directive**

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

Yes (    )                      No (    )

If so, the Bidder must provide the following information:

- (a) name of former public servant;
- (b) conditions of the lump sum payment incentive;
- (c) date of termination of employment;
- (d) amount of lump sum payment;
- (e) rate of pay on which lump sum payment is based;
- (f) period of lump sum payment including start date, end date and number of weeks; 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.

## 2.4 Enquiries - Bid Solicitation

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

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

## 2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in 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 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 by the bid closing date.

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

## 2.7 Contractor's Representative

Name:  
Title:  
Telephone:  
Email address:

## 2.8 Bid Challenge and Recourse Mechanisms

1. Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.

2. Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:

- Office of the Procurement Ombudsman (OPO)
- Canadian International Trade Tribunal (CITT)

3. Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Electronic Submission

Canada requests that bidder submit their technical bid 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 Financial Bid  
Section III: Certifications

*Note: See the Bidders' Checklist - Attachment 2 for the list of documents and information to be provided with the Bid.*

### 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 – Mandatory Technical Criteria*.

### 3.3 Section II: Financial Bid

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

#### 3.3.1 Pricing Schedule

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



### 3.3.2 Electronic Payment of Invoices

Bidders willing to accept payment of invoices by Electronic Payment Instruments, should identify which of the following payment methods are accepted. If none are identified, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

- ☐ 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)

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

### 3.4 Section III: Certifications

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

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

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

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

All mandatory technical criteria are included in *Attachment 1 – Mandatory Technical Criteria*.

#### 4.1.2 Financial Evaluation

##### 4.1.2.1 Evaluation of Price

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

### 4.2 Basis of Selection

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

## Attachment 1 – Mandatory Technical 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.*

### 1. Inventory of Hazardous Material Report

Within the last 60 months, the Bidder must have successfully completed a minimum of two (2) inventories of hazardous materials reports in accordance with the standards set out by Lloyds Register of vessels of a *comparable size*<sup>1</sup>.

To be considered compliant for this criteria, Bidders must provide with their bid two (2) IHM reports. Each report must:

- (a) Have been completed within the last 60 months (start November 2020);
- (b) Be certified by Lloyds Register Marine;
- (c) Have been completed on vessels of *comparable size*<sup>1</sup>;
- (d) Include a room by room survey (cabins, alleyways, service areas, hull, superstructure, etc.) that identifies any hazardous materials, the quantity, location and conditions of the hazardous material;
- (e) Include drawings and/or photographs; and
- (f) Include recommendations regarding the disposal of the identified hazardous materials.

### 2. Client Satisfaction

For each HMI report submitted with the bid, bidders must provide the following information:

- (a) Client name;
- (b) Contact information.

*Note: Canada may contact the clients to confirm client satisfaction.*

### 3. Experience

Bidders must propose qualified individuals to complete the Work subject to this RFP.

To be considered compliant for this criteria, Bidders must provide with their bid the résumé of each proposed individual for the Work. Each résumé must demonstrate that the proposed individual:

- (a) Completed a minimum of three (3) cases (IHM reports) within the last three (3) years.

<sup>1</sup> *Comparable size* is defined as a commercial work boat weighing over five (5) GRT.

- (b) Successfully completed one (1) of the following certification:
  - i. Lloyds Marine and Consulting Group (LMGG) – Nautical Certification
  - ii. Society of Accredited Marine Surveyors (SAMS) – Commercial Work Boat
  - iii. International Institute of Marine Surveyors, Canada (IIMS) – Commercial Ship
- (c) Received a diploma, degree or certificate from one (1) of the following:
  - i. a college diploma or university degree in Naval Architecture
  - ii. Marine Engineering recognized by a relevant Canadian professional Association, Institute or Society;
  - iii. a valid Transport Canada Marine Safety Certificate of competency for a First-class Engineer (Motor Ship and Steamship) or Second-class Engineer (Motor Ship or Steamship).

*Note: Canada may verify any information submitted by Bidders and/or request a copy of certificates, diplomas or degrees.*

#### **4. Preliminary Project Schedule**

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. Specifically, the preliminary schedule must identify each compartment and the target date to complete the assessment.

## Attachment 2 – Bidder's Checklist

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 checklist with their bid.

RFP Ref.	Documentation/information to be included with the Bid	Incl. with bid
General	<i>*Cover page of the RFP and all amendments are signed and included with the bid.</i>	<input type="checkbox"/>
Part 2 – 2.3 Former Public Servant	<i>*Disclosure of being a public servant in receipt of a pension and if a lump sum payment was received.</i>	<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 – 2.7 Contractor's Representative	<i>* Name, title and contact information of the Contractor's representative.</i>	<input type="checkbox"/>
Part 3 – 3.3.1 Pricing Schedule	<b>MANDATORY WITH THE BID:</b> Price for Item 1 to be included with the financial bid only.	<input type="checkbox"/>
Part 3 – 3.3.2 Electronic Payment of Invoices	<i>*Indication of which payment is acceptable to be included in the financial bid only. (see note below)</i>	<input type="checkbox"/>
Attachment 1 – Mandatory Technical Criteria	<b>MANDATORY WITH THE BID:</b> All mandatory information or documentation of Attachment 1.	<input type="checkbox"/>
Part 5 – 5.1.1 Integrity Provisions	<b>MANDATORY WITH THE BID:</b> 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.</i>	<input type="checkbox"/>

*\* Necessary for bid evaluation purposes but not mandatory by bid closing. If any of the information/ documentation is missing, the Contracting Authority will contact the Bidder. The Bidder will have to provide the missing information/documentation within the timeframe indicated by the Contracting Authority. If not provided within the timeframe, the bid will be rendered non-responsive.*

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

### **5.1 Certifications Required with the Bid**

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

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

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

### **5.2 Certifications Precedent to Contract Award and Additional Information**

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

#### **5.2.1 Integrity Provisions – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) 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 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.

### 5.2.6 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

## 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

If requested by the Contracting Authority, the Bidder will have to 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*. The Bidder will have to provide the letter within the timeframe indicated by the Contracting Authority. 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 the Statement of Work (SOW) – Annex “A”.

### 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

Subject to the terms of the Contract, the Contractor certifies that they have sufficient material and human resources allocated or available to complete the Work within the following term of contract.

#### 7.4.1 Work Period

Work must commence and be completed as follows:

The Contractor must contact the Contracting Authority and the Project Authority within 72 hours after contract award to make arrangements to access the vessel.

The Work onboard the vessel must be completed while the vessel is performing its scheduled route between Souris, PE and Cap-aux-Meules, QC, or at the Cap-aux-Meules port while the vessel is moored.

*Note: The Fall 2020 schedule can be found at the following link: <https://www.traversierctma.ca/en/plan-your-trip/schedule>. The Winter schedule is Tuesday, Thursdays and Saturdays. The vessel will remain in Cap-aux-Meules overnights and on the days when there are no scheduled crossings.*

All work on the vessel must be completed by **January 15, 2021**.



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#### 7.4.2 Delivery Date

All draft reports must be provided in accordance with the SOW to the Contracting Authority, and the Project Authority for review and comments by **January 15, 2021**. All final reports must be delivered five (5) business days after the acceptance of the draft reports by the Project Authority.

#### 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 (PSPC)  
Marine Navigation and Remediation Division (MNRD)  
Place du Portage, Phase III  
11 Laurier Street  
Gatineau, Québec K1A 0S5

Telephone: 613-894-1817

E-mail: [chantal.pilon@pwgsc.gc.ca](mailto: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 its representative.

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

Name:  
Title:  
Telephone:  
E-mail address:

#### 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 \$ \_\_\_\_\_. Customs duties are included and applicable taxes are extra.

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

##### 7.7.2 Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- (a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) all such documents have been verified by Canada;
- (c) the Work delivered has been accepted by Canada.

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

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

##### 7.7.4 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

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## 7.8 Invoicing Instructions

1. The Contractor must submit the invoice in accordance with the section entitled "Invoice Submission" of the general conditions. The invoice cannot be submitted until all work identified in the invoice is completed and all deliverables have been received and approved by Canada.
2. The invoice must be forwarded to the Contracting Authority and the Project Authority of the Contract for certification and payment.

## 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.

## 7.10 Insurance – Specific Requirements

1. The Contractor must comply with the insurance requirements specified in Articles **7.10.1** and **7.10.2** 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. If requested, 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) n/a

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 Errors and Omissions Liability Insurance

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Supply Arrangement, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
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 any Contract.
3. The following endorsement must be included:

Notice of Cancellation: The Contractor will provide the Supply Arrangement Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.

### 7.11 Conflict of Interest

As the Work conducted, performed and produced under this Contract will be used as the basis for decisions relating to the future of the MV Madeleine and may create a conflict of interest or unfair advantage for the Contractor, the Contractor specifically acknowledges its obligations under ss. 34 (Conflict of Interest and Values and Ethics Codes for the Public Service) and 35 (No bribe or conflict) of the 2035 (2018-06-21), General Conditions - Higher Complexity – Services.

In order to protect the integrity of this and any future procurement process, the Contractor agrees that it will not be eligible for any future contract with Canada for the disposal of the MV Madeleine.

### 7.12 Work Site Regulation

The Contractor must comply with all regulations, instructions and directives in force on the site where the Work is performed (docks and ferry).

*Note: Contractor must not interrupt the services of the ferry in any way. Staff is not available to provide assistance to the Contractor. Contractor can't use ship equipment or staff to complete the Work.*

### 7.13 Vessel – Access by Contractor

The Contractor must contact the Contracting Authority and the Project Authority within 72 hours after contract award to make arrangements to access the vessel.

All necessary work to be completed onboard the vessel must be completed during the hours of operations of the vessel while performing its scheduled route between Souris, PE and Cap-aux-Meules, QC, or at the Cap-aux-Meules port while the vessel is moored. Additional information on the schedule can be found at: <https://www.traversierctma.ca/en/plan-your-trip/schedule>

The Contractor must make arrangement with the Project Authority and get approval to access the vessel while moored.

#### 7.14 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 be virtual 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.

#### 7.15 Project Schedule

1. The Contractor must provide the final project schedule in MS Project format or equivalent to the Contracting Authority and the Project Authority 24 hours after the kick-off meeting.
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.
3. The schedule must be updated and provided to Canada when any change is done to the schedule.

#### 7.16 Applicable Laws *(will be included 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 \_\_\_\_\_.

#### 7.17 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, 2020-05-28, Higher Complexity – Services;
- (c) Annex “A”, Statement of Work;
- (d) Annex “B”, Bidders’ Questions and Canada’s responses; and
- (e) the Contractor’s bid dated \_\_\_\_\_.

#### 7.18 Dispute Resolution

1. The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
2. The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
3. If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
4. Options of alternative dispute resolution services can be found on Canada’s Buy and Sell website under the heading “[Dispute Resolution](#)”.

#### 7.19 SACC Manual Clause

ID	Title – SACC Manual Clause(s)	Eff. date
A2000C	Foreign Nationals	2006-06-16

Solicitation No. - N° de l'invitation  
T2012-200057/A  
Client Ref. No. - N° de réf. du client  
T2012-200057

Amd. No. - N° de la modif.  
File No. - N° du dossier  
002mer.T2020-200057

Buyer ID - Id de l'acheteur  
002mer  
CCC No./N° CCC - FMS No./N° VME

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

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

Solicitation No. - N° de l'invitation  
T2012-200057/A  
Client Ref. No. - N° de réf. du client  
T2012-200057

Amd. No. - N° de la modif.  
File No. - N° du dossier  
002mer.T2020-200057

Buyer ID - Id de l'acheteur  
002mer  
CCC No./N° CCC - FMS No./N° VME

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## **Annex B – Bidder's Questions and Canada's Responses**

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*All questions received by potential bidders during the bid solicitation and answers by Canada will be posted prior to the closing date of the bid solicitation as a solicitation amendment.*