



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

Title - Sujet OPP/VOC - Small Vessel Disposal	
Solicitation No. - N° de l'invitation FW034-200003/A	Date 2021-01-26
Client Reference No. - N° de référence du client FW034-200003	
GETS Reference No. - N° de référence de SEAG PW-\$MER-002-28071	
File No. - N° de dossier 002mer.FW034-200003	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Standard Time EST on - le 2021-02-12 Heure Normale du l'Est HNE	
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Pilon, Chantal	Buyer Id - Id de l'acheteur 002mer
Telephone No. - N° de téléphone (613) 894-1817 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: See herein.	

Instructions: See Herein

Instructions: Voir aux présentes

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

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PART 1 - GENERAL INFORMATION

1.1 Security Requirement

There is no security requirement associated with this bid solicitation.

1.2 Requirement

Work to be performed is detailed under Article 2.1 of the resulting contract clauses.

1.3 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.

1.4 Submission of Bids

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

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

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

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

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.

1.5 Electronic Payment of Invoices – Bid

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

- ☐ 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)

If none are checked, 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.

1.6 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 with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

1.6.1 Certifications Required with the Bid

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

1.6.1.1 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.

1.6.2 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.

1.6.2.1 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.

1.6.2.2 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#s4) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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.

1.6.2.3 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.

1.7 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.

1.8 Evaluation Procedures

Bids received will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria specified below:

1.8.1 Technical Evaluation

All bids must be completed in full and provide all of the information requested in the bid solicitation to enable full and complete evaluation.

1.8.1.1 Mandatory Technical Criteria

All mandatory technical criteria are included in **Attachment 1**.

1.8.2 Financial Evaluation

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

1.8.2.1 Pricing Schedule

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

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

1.9 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.

1.10 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.

1.11 Debriefings

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

1.12 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) 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)
- (c) 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.

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File No. - N° du dossier
002mer.FW34-200003

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

1.13 Travel Authorization

The Canadian Coast Guard is considered an essential service, therefore any bidder that will require to travel inter-provincially to complete the Work may request an authorization letter to travel.

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

1.14 Contractor's Representative

Name:
Title:
Telephone:
Email address:

Attachment 1 – Technical Evaluation Criteria

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

1. EXPERIENCE

The Bidder must provide details of at least one (1) *similar project*¹ of *vessel disposal* completed in the last five (5) years. The details must include:

- (a) Vessel particulars (name, size, weight, type, hull material, etc.)
- (b) Client name and contact information.
- (c) Date of the start and end date of the project.

Note: CANADA may contact the clients to verify the information.

2. SUBCONTRACTOR(S)

The Bidder must provide a list of all subcontractors he intends to use to complete the Work. For each subcontractor listed, the Bidder must include the following:

- (a) A description of the Work to be performed.
- (b) The location where the Work will be completed.

3. DRAFT TRANSPORTATION PLAN

The Bidder must provide a draft transportation plan to move the vessel from its site to the disposal facility, and demonstrates how each of the following will be addressed:

- (a) Anticipated schedule and route;
- (b) Surveys required to lift and move the vessel for transportation;
- (c) Transportation arrangement;
- (d) Emergency Preparedness Response;
- (e) Oil Pollution Response Plan/Spill Emergency Response Plan.

Note: The vessel can't be towed. It must be lifted with a crane onto a platform licensed to carry the vessel.

¹ *Similar project is defined as a disposal project of a fiberglass vessel of a minimum of 6 meters in length.*

4. PRELIMINARY ENVIRONMENT MANAGEMENT PLAN

The Bidder must submit a preliminary Environmental Protection Plan (EPP) that demonstrates its commitment to avoidance of adverse environmental impacts through implementation of best practices rooted in pollution prevention and the promotion of sound environmental practices. The EPP must include the following elements:

- (a) Description and /or identification of any other approved disposal sites. (i.e. municipal landfill site)
- (b) Description and /or identification of recycling facility including materials to be recycled as part of this project.
- (c) Provide details on the process for cleaning, removal, and disposal of hazardous materials.

PART 2 - RESULTING CONTRACT CLAUSES

2.1 Security Requirements

There is no security requirement applicable to the Contract.

2.2 Requirement

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

2.3 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.

2.3.1 General Conditions

[2029](#), 2020-05-28, General Conditions – Goods or Services (Low Dollar Value) apply to and form part of the Contract.

2.4 Term of Contract

2.4.1 Period of the Contract

The period of the Contract is from date of contract award to **March 19, 2021** inclusively.

2.4.2 Delivery Date

All draft deliverables must be received on or before **March 23, 2021**. All final deliverables must be received two (2) days after approval of the drafts by the Project Authority or before **March 31, 2021**.

2.5 Authorities

2.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Chantal Pilon
Supply Team Leader, Ship Disposal
Public Services and Procurement Canada (PSPC)
Acquisitions Branch
Marine Navigation and Remediation Division
Gatineau, Québec

Telephone: 613-894-1817
E-mail address: chantal.pilon@pwgsc-tpsgc.gc.ca

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Buyer ID - Id de l'acheteur
002mer
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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.

2.5.2 Project Authority *(will be added at contract award)*

The Project Authority for the Contract is:

Name:
Title:
Organization:
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.

2.5.3 Contractor's Representative *(will be added at contract award)*

Name:
Title:
Telephone:
E-mail address:

2.6 Payment

2.6.1 Basis of Payment *(will be added at 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 \$ _____. Applicable taxes are extra.

2.6.2 Limitation of Price

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.

2.6.3 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 completed and deliverables have been accepted by Canada.

2.6.4 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

2.6.5 Electronic Payment of Invoices – Contract *(will be added at contract award)*

The Contractor accepts to be paid using _____.

2.7 Invoicing Instructions

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 on the invoice is completed and the deliverables are received.

Each invoice must be supported by:

- (a) a copy of any supporting documentation requested in the Contract such as a copy of the invoices, receipts, vouchers for all direct expenses related to the handling, transportation and disposal of all fiberglass, plastic, rubber, vinyl, wood, and all hazardous material;
- (b) any other documentation requested by Canada.

The invoice must be forwarded to the Contracting Authority and the Project Authority for certification and payment.

2.8 Certifications and Additional Information

2.8.1 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.

2.8.2 Licensing

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

2.8.3 Machinery and equipment

All machinery and equipment such as cranes or any other lifting equipment, transportation vehicles such as barges and trucks used to complete any portion of the Work must be certified/licensed as required by Law. Canada may request proof of the certification/license at any time.

2.8.4 Employees/Subcontractors

The Contractor is responsible to ensure that all operators of any machinery and equipment are fully qualified and certified/licensed, as required by Law, to safely operate the machinery and/or equipment. Canada may request proof of the certification/license at any time.

2.9 Insurance Requirements

1. The Contractor must comply with the insurance requirements specified in Articles **2.9.1**, **2.9.2** and **2.9.3**. 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 by the Contracting Authority, the Contractor must forward to the Contracting Authority within five (5) days after the request, 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-".
4. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

2.9.1 Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
 - (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program).
 - (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - (j) Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

- (l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- (m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- (n) n/a
- (o) n/a
- (p) n/a
- (q) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- (r) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

2.9.2 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 Contract, 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 the Contract.

3. The following endorsement must be included:

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.

2.9.3 Automobile Liability Insurance

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.

2. The policy must include the following:

- (a) Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence;
- (b) Accident Benefits - all jurisdictional statutes;
- (c) Uninsured Motorist Protection; and
- (d) Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.

2.10 Subcontracting

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

2.11 Environmental Protection

1. The Contractor and its subcontractors engaged in the Work must carry out the Work in compliance with applicable municipal, provincial and federal environmental laws, regulations and industry standards.

2. The Contractor must have detailed procedures and processes for identifying, removing, tracking, storing, transporting and disposing of all potential pollutants and hazardous material encountered, to ensure compliance as required above. The Contractor must maintain in force their Environmental Protection procedures through the course of the Contract.

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

4. The Contractor must have environmental emergency response plans and/or procedures in place. Contractor, subcontractors and 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.

2.12 SACC Manual Clauses

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

2.13 Kick-off Meeting

Within 72 hours of contract award, the Contractor must contact the Contracting Authority and the Project Authority to set-up a kick-meeting. The meeting will take place via videoconferencing (MS Teams) 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.

2.14 Project Schedule

1. The Contractor must provide a detailed project schedule in MS Project format or equivalent to the Contracting Authority and the Project Authority two (2) days after award of Contract.
2. The Contractor's schedule must include target dates for the preparation work, the start of work and the completion of the Work including when each deliverable will be delivered to Canada (draft and final). The schedule must include step by step tasks.
3. The schedule must be kept updated and provided for review by Canada's authorities when there is a change to the schedule.

2.15 Transportation Plan

Within 72 hours of contract award, the Contractor must provide a transportation plan to move the vessel from its site to the disposal facility, and demonstrates how each of the following will be addressed:

- (a) Anticipated schedule and route;
- (b) Surveys required to lift and move the vessel for transportation;
- (c) Transportation arrangement;
- (d) Emergency Preparedness Response;
- (e) Oil Pollution Response Plan/Spill Emergency Response Plan.

2.16 Applicable Laws *(will be added at contract award)*

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

2.17 Priority of Documents *(will be added at contract award)*

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 2029, 2020-05-28, Goods or Services (Low Dollar Value);
- (c) Annex A, Statement of Work;
- (d) Annex B, Bidder's Questions and Canada's responses;
- (e) the Contractor's bid dated _____.

2.18 Site Regulations

The Contractor must comply with all regulations and directives in force at the site where the vessel is located.

2.19 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) 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.
- (c) 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.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

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Amd. No. - N° de la modif.
File No. - N° du dossier
002mer.FW34-200003

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

Annex A – Statement of Work (SOW)

In order to receive a copy of the SOW, potential bidders must contact the contracting authority by email.

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Annex B – Bidder's Questions and Canada's responses

All questions asked during bid solicitation and the answers from Canada will be posted on Buy&Sell in the form of an amendment prior to bid closing.