



**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À :**

Bid Receiving/Réception des soumissions

Procurement Hub | Centre  
d'approvisionnement  
Fisheries and Oceans Canada | Pêches et  
Océans Canada  
301 Bishop Drive | 301 promenade Bishop  
Fredericton, NB, E3C 2M6

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**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

Proposal to: Fisheries and Oceans 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 and services listed herein and on any  
attached sheets at the price(s) set out  
therefor.

Proposition à : Pêches et Océans 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 appendices ci-jointes, les biens  
et les services énumérés ici sur toute  
feuille ci-annexée, au(x) prix indiqués(s).

<b>Title / Titre</b> Spill Response Services		<b>Date</b> May 28, 2021
<b>Solicitation No. / N° de l'invitation</b> 30000120		
<b>Client Reference No. / No. de référence du client(e)</b> 30000120		
<b>Solicitation Closes / L'invitation prend fin</b> <b>At / à :</b> 2 :00 p.m. ADT (Atlantic Daylight Time) / HAA (Heure Avancée de l'Atlantique) <b>On / le :</b> June 11, 2021		
<b>F.O.B. / F.A.B.</b> Destination	<b>Taxes</b> See herein — Voir ci-inclus	<b>Duty / Droits</b> See herein — Voir ci-inclus
<b>Destination of Goods and Services / Destinations des biens et services</b> See herein — Voir ci-inclus		
<b>Instructions</b> See herein — Voir ci-inclus		
<b>Address Inquiries to : / Adresser toute demande de renseignements à :</b> Cathi Harris, Senior Contracting Officer <b>Email / Courriel:</b> <a href="mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca">DFOtenders-soumissionsMPO@dfo-mpo.gc.ca</a> & <a href="mailto:cathi.harris@dfo-mpo.gc.ca">cathi.harris@dfo-mpo- mpo.gc.ca</a>		
<b>Delivery Required / Livraison exigée</b> See herein — Voir en ceci		<b>Delivery Offered / Livraison proposée</b>
<b>Vendor Name, Address and Representative / Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur</b>		
<b>Telephone No. / No. de téléphone</b>		<b>Facsimile No. / No. de télécopieur</b>
<b>Name and title of person authorized to sign on behalf of Vendor (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)</b>		
<b>Signature</b>		<b>Date</b>



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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There is no security requirement associated with this bid solicitation

### **1.2 Statement of Work**

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

### **1.3 Debriefings**

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

### **1.4 Trade Agreements**

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



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## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

**As this solicitation is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.**

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.

“Subsection 3.a) of Section 01, Integrity Provisions - Bid of the Standard Instructions ([2003](#)) incorporated by reference above is deleted in its entirety and replaced with the following:

- a. at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the [Ineligibility and Suspension Policy](#). During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names“

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 90 days

### 2.2 Submission of Bids

Bids must be submitted by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile or on a Cloud to DFO will not be accepted.

### 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) 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.

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

### **3.1 Bid Preparation Instructions**

Canada requests that the Bidder submit **all** its **email** bid in separately saved sections as follows and **prior to the bid closing date, time and location**:

**Section I:**      **Technical Bid** (one soft copy in PDF format)  
**Section II:**     **Financial Bid** (one soft copy in PDF format)  
**Section III:**    **Certifications** (one soft copy in PDF format)

#### **Important Note:**

The maximum size per email (including attachments) is limited to 10MB. If the limit is exceeded, your email might not be received by DFO. It is suggested that you compress the email size to ensure delivery. Bidders are responsible to send their proposal and to allow enough time for DFO to receive the proposal by the closing period indicated in the RFP. Emails with links to bid documents will not be accepted.

For bids transmitted by email, DFO will not be responsible for any failure attributable to the transmission or receipt of the email bid. DFO will send a confirmation email to the Bidders when the submission is received.

**Prices must appear in the financial bid only.** No prices must be indicated in any other section of the bid.

#### **Section I:      Technical Bid**

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### **Section II:     Financial Bid**

Pricing Schedule detailed in Attachment 1 to Part 3.

#### **3.1.2 Exchange Rate Fluctuation**

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

#### **3.1.3 SACC Manual Clauses**

[A7035T](#) (2007-05-25), List of Proposed Subcontractors

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

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



## ATTACHMENT 1 TO PART 3, PRICING SCHEDULE

The Bidder must complete this pricing schedule and include it in its financial bid.

The volumetric data included in this pricing schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

Under any resulting contract, Canada will not accept travel and living expenses that may need to be incurred by the contractor for any relocation of resources required to satisfy its contractual obligations.

### Definition of a Day/Proration

A day is defined as 12 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:

$$\text{(Hours worked} \times \text{applicable firm per diem rate)} \div 12 \text{ hours}$$

- i. All proposed personnel must be available to work outside normal working hours during the duration of the Contract.
- ii. No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.

### 1.0 Fees

The Contractor will be paid all-inclusive fixed rates as follows:

Item	Description	Unit of Measure	Estimated Level of Effort	Unit Rate	Extended Rates (taxes excluded) (AxB = C)
			A	B	C
<b>Initial Period (from date of award to March 31, 2022)</b>					
1.1	Certified Vessel Operator	Days	300	\$	\$
1.2	Deckhand (2)	Days	600	\$	\$
1.3	Landing Craft/Vessel	Days	300	\$	\$
1.4	Waste Storage Tanks	Days	100	\$	\$
1.5	Containment Boom – 5000ft	Days	100	\$	\$
1.6	15m <sup>3</sup> mini barge	Days	100	\$	\$
1.7	Callback Certified Vessel Operator	Days	300	\$	\$
1.8	Callback Deckhand (2)	Days	600	\$	\$
1.9	Callback Landing Craft/Vessel	Days	300	\$	\$
1.10	Callback Waste Storage Tanks	Days	300	\$	\$
1.11	Callback Containment Boom – 5000ft	Days	100	\$	\$
1.12	Callback 15m <sup>3</sup> mini barge	Days	100	\$	\$





1.13	Mobilization	LOT	1	\$	\$
1.14	Demobilization	LOT	1	\$	\$
1.15	Sorbent consumables  Annual Allowance: \$850K inclusive of taxes (\$809,523.81 + 5% GST)	Percenta ge	Markup percentage  %		Markup total amount for \$809,523.81*  \$
<b>1.2 Total for Initial Period (taxes excluded)</b>					<b>\$</b>

<b>Option Year 1 (April 1, 2022 to March 31, 2023)</b>					
2.1	Certified Vessel Operator	Days	365	\$	\$
2.2	Deckhand (2)	Days	730	\$	\$
2.3	Landing Craft/Vessel	Days	365	\$	\$
2.4	Waste Storage Tanks	Days	100	\$	\$
2.5	Containment Boom – 5000ft	Days	100	\$	\$
2.6	15m <sup>3</sup> mini barge	Days	100	\$	\$
2.7	Callback Certified Vessel Operator	Days	300	\$	\$
2.8	Callback Deckhand (2)	Days	600	\$	\$
2.9	Callback Landing Craft/Vessel	Days	300	\$	\$
2.10	Callback Waste Storage Tanks	Days	100	\$	\$
2.11	Callback Containment Boom – 5000ft	Days	100	\$	\$
2.12	Callback 15m <sup>3</sup> mini barge	Days	100	\$	\$
2.13	Mobilization	LOT	1	\$	\$
2.14	Demobilization	LOT	1	\$	\$
2.15	Sorbent consumables  Annual Allowance: \$850K inclusive of taxes (\$809,523.81 + 5% GST)	Percenta ge	Markup percentage  %		Markup total amount for \$809,523.81*  \$
<b>2.2 Total for Option Year 1 (taxes excluded)</b>					<b>\$</b>
<b>TOTAL BID PRICE 1.1 + 2.2 (taxes excluded)</b>					<b>\$</b>

Note:

1. Rates do not include taxes.
2. Operations are daylight hours, roughly from 07:00 to 19:00, and standby for the remainder of the day.
3. Callback hours are for estimate only, no guarantee of hours can be made. Callback is defined as when on site, on standby when the vessel is recalled to work during the standby period.
4. The estimated level of effort is provided for information purposes only and is not to be considered a guarantee of work.

\*To determine the value of the mark-up on \$809,523.81 you divide this number by 1 plus the % amount then subtract the result from \$809,523.81. For example, a 5% mark up is  $\$809,523.81/1.05 = \$770,975.06$ .  $\$809,523.81 - \$770,975.06 = \$38,548.75$ . \$38,548.75 is your mark up amount for the purposes of this evaluation.



## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

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

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

Refer to Attachment 1 to Part 4

##### **4.1.2 Financial Evaluation**

Refer to Attachment 1 to Part 3

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price-Bid

SACC Manual Clause [A0222T](#) (2014-06-26), Evaluation of Price-Canadian/Foreign Bidders (*if applicable*)

### **4.2 Basis of Selection**

#### **4.2.1 Basis of Selection – Mandatory Technical Criteria**

SACC Manual Clause [A0031T](#) (2010-08-16), Basis of Selection – Mandatory Technical Criteria



**ATTACHMENT 1 TO PART 4 - EVALUATION CRITERIA**

The bid must meet the mandatory technical criteria specified below. The Bidder must provide, with their submission, the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

No.	Mandatory Criteria	Proposal Page No.
M1	<p>The bidder <b>MUST</b> demonstrate 24 months of marine spill response experience within the last 20 years of the Bid closing date.</p> <p>Each project or position held <b>MUST</b> be detailed as follows;</p> <p>Examples of actual responses, including resources assigned, activities, location and duration in months <b>MUST</b> be provided with the bid.</p>	
M2	<p>The bidder <b>MUST</b> provide two (2) Landing Craft Spill Response Vessels that adhere to standards set out in Transport Canada's (TC) <a href="#">Small Commercial Vessel Safety Guide - TP 14070 E</a> and identified crew <b>MUST</b> have all required TC certifications.</p> <p>Copies of all certificates <b>MUST</b> be provided with the bid.</p>	
M3	<p>The bidder <b>MUST</b> demonstrate that the identified vessels have a minimum 1000kg cargo capacity (including crew and all onboard equipment and cargo) and are capable of recovering and temporarily storing oily waste and debris, and transiting said material to the on-site temporary waste storage facility.</p> <p>Copies of vessel license or registration <b>MUST</b> be included with the bid.</p>	
M4	<p>The bidder <b>MUST</b> demonstrate the identified vessels are capable of working up to the identified weather parameters (Beaufort 6 : 3-4m wave height, 22-27 kt. winds).</p> <p>Copies of license or registration documents to be provided with the bid.</p>	
M5	<p>The bidder <b>MUST</b> demonstrate supply chain and transportation arrangements to replenish necessary consumables.</p> <p>The bidder <b>MUST</b> identify suppliers and provide written or electronic documentation of transport arrangements.</p>	
M6	<p>The bidder <b>MUST</b> include all Preliminary plans as per section 11 of the SOW.</p> <p>All plans <b>MUST</b> be complete and address necessary components: 11.0 Technical Plans – 11.1 Communication Plan, 11.2 Incident Management Organization Plan, 11.3 Safety Plan, 11.4 Contractor Required Resource Plan.</p>	



	<p><b>Communication Plan</b></p> <p>This plan <b>MUST</b> include the following necessary component:</p> <ol style="list-style-type: none"> <li>1. Radio network and frequencies dedicated to supporting command, tactical, logistics and safety communications as well as supporting interface with CCG and other entities on site. All communications are to be carried out on VHF working channels or as advised by CCG.</li> </ol> <p><b>Incident Management Organization Plan</b></p> <p>This plan <b>MUST</b> include the following necessary components:</p> <ol style="list-style-type: none"> <li>1. An organizational plan and chart that depicts the site organization for on water operations, as well as all personnel involved, their position, roles and responsibilities;</li> <li>2. Must show incident management linkages with the CCG Federal IC, the Incident Command Post and other agencies/entities integrated at the site level;</li> <li>3. The name(s) of the on-site supervisor and manager designated to be the point of contact for CCG.</li> </ol> <p><b>Safety Plan</b></p> <p>This plan <b>MUST</b> include the following necessary components:</p> <ol style="list-style-type: none"> <li>1. A site safety plan including hazard monitoring, procedures for initial ongoing job safety analyses / job hazard analyses (JSA/JHA) and medical evacuation procedures;</li> <li>2. Any personnel required in support of the site safety plan that are in addition requirements identified.</li> </ol> <p><b>Contractor Required Resource Plan</b></p> <p>This plan <b>MUST</b> include the following necessary components:</p> <ol style="list-style-type: none"> <li>1. Contractor resource mobilization, securing of vessels / barges, decontamination, demobilization, and associated milestones;</li> <li>2. A mobilization plan for personnel, which includes the names of responders and their training and experience, that will be deployed to the wreck site upon contract award;</li> <li>3. Inventories of PPE, consumables, sorbents, tools and critical spares sufficient to support a prolonged remote operation;</li> <li>4. Contingency / risk mitigation plans for unexpected events, which include, but not limited to: <ol style="list-style-type: none"> <li>a. Severe weather</li> <li>b. Equipment breakdown</li> <li>c. Unforeseen delays in wreck assessment / salvage operations</li> </ol> </li> <li>5. The contractor <b>MUST</b> identify any limitations that might be imposed by inclement weather.</li> </ol>	<p>Page #: _____</p> <p>Page #: _____</p> <p>Page #: _____</p> <p>Page #: _____</p>
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## **PART 5 - CERTIFICATIONS**

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.

### **5.2 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) (<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.



Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

### 5.2.3 Additional Certifications Precedent to Contract Award

#### 5.2.3.1 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: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

**Work Force Adjustment Directive**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes ( ) No ( )**

If so, the Bidder must provide the following information:

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

**5.2.3.3 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 F.

**5.2.3.4 List of Names for Integrity Verification Form**

Bidders must complete the List of Names for Integrity Verification form found in Attachment 1 to Part 5.

**5.2.3.6 Contractor's Representative**

The Contractor's Representative for the Contract is:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

**5.2.3.7 Supplementary Contractor Information**

Pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments made by departments and agencies under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T4-A supplementary slip.



To enable the Department of Fisheries and Oceans to comply with this requirement, the Contractor hereby agrees to provide the following information which it certifies to be correct, complete, and fully discloses the identification of this Contractor:

- a) The legal name of the entity or individual, as applicable (the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code:

\_\_\_\_\_

- b) The status of the contractor (individual, unincorporated business, corporation or partnership:

\_\_\_\_\_

- c) For individuals and unincorporated businesses, the contractor's SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number:

\_\_\_\_\_

- d) For corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown:

\_\_\_\_\_

**The following certification signed by the contractor or an authorized officer:**

"I certify that I have examined the information provided above and that it is correct and complete"

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name of Signatory





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## ATTACHMENT 1 TO PART 5 LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

### Requirements

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

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

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

List of names for [integrity verification form](#)



## 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 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

### 6.2 Statement of Work

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

### 6.3 Standard Clauses and Conditions

**As this contract is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this contract, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.**

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>) issued by Public Works and Government Services Canada.

#### 6.3.1 General Conditions

6.3.1.1 2010C (2020-05-28), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

6.3.1.2 Subsection 10 of 2010C (2020-05-28), General Conditions - Professional Services (Medium Complexity) – Invoice submission, is amended as follows:

Delete: 2010C 10 (2020-05-28) Invoice submission

Insert: **Invoice submission**

1. Invoices must be submitted in the Contractor's name to [DFO.invoicing-facturation.MPO@canada.ca](mailto:DFO.invoicing-facturation.MPO@canada.ca). The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
  - a. Contractor's Name and remittance physical address;
  - b. Contractor's CRA Business Number or Procurement Business Number (PBN);
  - c. Invoice Date;
  - d. Invoice Number;
  - e. Invoice Amount (broken down into item and tax amounts);
  - f. Invoice Currency (if not in Canadian dollars);
  - g. DFO Reference Number (PO Number or other valid reference number);
  - h. DFO Contact Name (DFO employee who initiated the order or to whom the goods were sent. **Note:** Invoice will be return to the Contractor if that information is not provided);
  - i. Description of the goods or services supplied (provide details of expenditures (such as item, quantity, unit of issue, fixed time labour rates



- and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
  - j. deduction for holdback, if applicable;
  - k. the extension of the totals, if applicable; and
  - l. if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
  4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

## 6.4 Term of Contract

### 6.4.1 Period of the Contract

The period of the Contract is from date of award to March 31, 2022.

### 6.4.2 Option to Extend the Contract

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

## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Cathi Harris  
 Title: Senior Contracting Officer  
 Department: Fisheries and Oceans Canada  
 Directorate: Materiel and Procurement Services  
 Address: 301 Bishop Drive  
 Fredericton, NB E3C 2M6  
 Telephone: 506-238-1317  
 E-mail address: [Cathi.Harris@dfo-mpo.gc.ca](mailto:Cathi.Harris@dfo-mpo.gc.ca)

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

### 6.5.2 Project Authority *(to be inserted 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.

**6.5.3 Contractor's Representative *(to be inserted at Contract award)***

The Contractor's Representative for the Contract is:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 E-mail address: \_\_\_\_\_

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

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

**6.7 Payment**

**6.7.1 Basis of Payment: Fixed Rate – Limitation of Expenditure**

The Contractor will be paid for the Work performed, in accordance with the Basis of payment at annex B, to a limitation of expenditure of \$\_\_\_\_\_ *(to be added at contract award)*. Customs duties are included and Applicable Taxes are extra.

**6.7.1.1** All prices and amounts of money in the Contract are exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable, unless otherwise indicated. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims for goods supplied or work performed and will be paid by Her Majesty. The Contractor agrees to remit to Canada Revenue Agency any GST or HST paid or due.

**6.7.1.2** Any payment by Her Majesty under this contract is subject to there being an appropriation for the fiscal year in which the payment is to be made.

**6.7.2 Limitation of Expenditure**

1. Canada's total liability to the Contractor under the Contract must not exceed \$\_\_\_\_\_ *(to be added at contract award)*. Customs duties are included and Applicable Taxes are extra.



- 
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
- when it is 75% committed, or
  - four months before the contract expiry date, or
  - as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### **6.7.3 Methods of Payment**

#### **6.7.3.1 Monthly Payment**

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- 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;
- all such documents have been verified by Canada;
- the Work performed has been accepted by Canada.

#### **6.7.4 SACC Manual Clauses**

SACC Manual clause [A9117C](#) (2007-11-30), T1204-Direct Request by Customer Department

### **6.8 Invoicing Instructions**

6.8.1 Payments will be made provided that:

- 6.8.1.1 The invoice(s) must be emailed to DFO Accounts Payable, at the email address indicated below:

Email: [DFO.invoicing-facturation.MPO@canada.ca](mailto:DFO.invoicing-facturation.MPO@canada.ca)  
c.c. *(to be added at contract award)*

Each invoice must be supported by:

- a copy of the release document and any other documents as specified in the Contract.

### **6.9 Certifications and Additional Information**

#### **6.9.1 Compliance**



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

### 6.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

### 6.9.3 SACC Manual Clauses

SACC Manual clause [A3015C](#) (2014-06-26), Certification - Contract

### 6.10 Applicable Laws

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

### 6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions [2010C](#) (2020-05-28), General Conditions - Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Additional Vessel Charter Contract Conditions;
- (f) the Contractor's bid dated \_\_\_\_\_ [insert date of bid](#) [*If the bid was clarified or amended, insert at the time of contract award*]: “, as clarified on \_\_\_\_\_ [or](#), as amended on \_\_\_\_\_ [and insert date\(s\) of clarification\(s\) or amendment\(s\)](#)”

### 6.12 Foreign Nationals (Canadian Contractor) OR (Foreign Contractor)

SACC Manual clause [A2000C](#) \_\_\_\_\_ [insert date](#) Foreign Nationals (Canadian Contractor)

OR

SACC Manual clause [A2001C](#) \_\_\_\_\_ [insert date](#) Foreign Nationals (Foreign Contractor)

### 6.13 Insurance - Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex D. 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.

#### **6.14 SACC Manual Clauses**

SACC Manual clause [A8501C](#) (2014-06-26), Vessel Charter - Contract

SACC Manual clause [A9141C](#) (2008-05-12), Vessel Condition

#### **6.15 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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**ANNEX “A ”  
STATEMENT OF WORK  
SPILL RESPONSE SERVICES**

**1.0 Scope**

**1.1 Objective**

The Canadian Coast Guard (CCG) requires an experienced marine spill response contractor to provide routine marine spill response services as well as support for a potential significant discharge resulting from pollutant removal operations related to the M/V Schiedyk. The vessel is sunk at approximate position 49 38' 07"N, 126 30' 23"W, near Bligh Island in Zuciarte Channel, Nootka Sound (BC, Canada) at a depth of approximately 112 – 115 meters.

With the ongoing and anticipated operations, CCG anticipates only minor operational spills, less than 50 liters to occur, and that this contractor will respond to such minor spills utilizing their on-site resources. The Spill Response Contractor will also be required to support the response if a significant release, greater than 1m<sup>3</sup> of oils or other pollutants occurs, only when tasked to do so by the CCG Federal Incident Commander (IC).

The spill response contractor must provide the resources identified in this specification and adopt a standby posture in Gold River or other suitable staging area as described in the contractor's proposal and accepted by the Project Authority. The contractor must be on site by 7 days after award.

Contractor is required to execute and support operations as identified in Section 3.0 – Tasks, Section 4.0 – Stand-By Functions, Section 5.0 – Equipment Specifications and Section 6.0 – Operations and Mobilization

**1.2 Background**

The shipwreck of the M/V Schiedyk, a 483' bulk carrier that sank in 1968, has started to release oil, as confirmed by sheening and oiling in the vicinity of Bligh Island / Zuciarte Channel, and subsequent remotely operated vehicle (ROV) inspection. The situation escalated in early December, and heavy oil was observed on the water and staining rocks on the shoreline. As a result CCG hired a contractor to implement protection booming strategies in the area. CCG has established an Incident Command Post (ICP) for this incident, with CCG as the Federal Incident Commander in Unified Command alongside Ministry of Environment and Mowachaht/Muchalaht First Nations.

ROV operations report that the vessel is resting *hull-up* in 350–400 ft. of water and product is seeping from multiple locations. Oil type confirmed as Heavy Fuel Oil (HFO). The release rate was initially estimated at 1–4 L per hour but this estimate has since been amended with the qualifier that upwelling varies from day to day and may be dependent on weather at the site. Daily actions are being taken to contain the immediate threats presented by the upwelling and as of late December 2020, offshore containment boom was in place and effectively containing pollution on water.

Currently, spill response contractors are utilizing small landing crafts and workboats to recover a mixture of oils and organic debris within the containment area at the immediate wreck site. Large oiled debris (logs) is not being loaded or removed. CCG maintains an emergency zone, and only responders work at the wreck site. CCG has contracted a barge & tug to support equipment and personnel staging near the wreck site.

**2.0 Applicable Documents**

As part of this Statement of Work (SOW), supporting documentation is being provided to ensure that bidders have all the required information to develop an appropriate and effective work plan.

The list of supporting documentation, located in Appendices Section, is as follows:

1. Photos –Appendices Section





2. Situational background [Marine Notice – Bligh Island Shipwreck: Unified Command Information Site \(spillresponsebc.ca\)](#).
3. CCG Environmental Response, Situation Reports ( SITREPS )- <http://www.spillresponsebc.ca/>
4. COVID-19 Protocols – Appendices Section

### 3.0 Tasks

1. At any time throughout the period of the response operations, the Contractor must be prepared to implement any activities which may be required by the CCG Federal Incident Command or their delegate. Generally, and subject to operational requirements, routine operations will be conducted from 0700-1700, and standby from 1700-0700. Contractor is responsible for daily decontamination of their own vessels and assets as required. Typical activities that could be assigned include the following:

#### 3.1 Routine Spill Response Operations – Daily

1. Conduct recovery of oil pollution within containment booming at incident site;
2. Change out sorbents, as required as referenced in Section 5.2.
3. Manage collection of waste and transportation to CCG arranged temporary waste storage location in accordance with Bligh Island Shipwreck Waste Management Plan;
4. Deploy, maintain and remove protection booming strategies as directed by CCG.
5. Conduct on water recovery operations as required by CCG.

#### 3.2 Enhanced Spill Response Operations

1. The contractor must be prepared to support the response to a potential large release of product from the M/V Schiedyk, should an unplanned event occur.
2. Conduct on-water operations for any significant release that may result from oil removal and pollutant assessment / mitigation operations on the M/V Schiedyk;
3. Mobilize, activate and/or deploy all vessels and other response equipment pre-staged at contractor's staging area.

#### 3.3 Waste Disposal

1. The contractor is responsible for the temporary storage of all wastes collected during spill response operations, and transportation to CCG provided waste disposal location;
2. All waste must be managed of by the contractor in accordance with all federal and provincial waste disposal regulations and guidelines.

#### 3.4 Detailed Activity Reporting

The Contractor MUST provide:

1. A daily log of applicable activities; any task by the CCG Federal Incident Commander or their delegate.
2. Detailed daily reporting of materials deployed, consumed and disposed of;
3. Detailed daily technical reporting of results;
4. Detailed progress invoices on a weekly or bi-weekly basis with estimates to be reported weekly.
5. While on scene the contractor must perform daily check in/out, and consistent updates to CCG on progress.

Task reporting may be summarized into the FINAL SUMMARY REPORT as required at section 8.0.3.



## 4.0 Standby Functions

### 4.1 Location of Response Standby Resources

1. Operational requirements necessitate that spill standby resources/assets must be staged in Gold River for immediate on-site deployment, upon direction from the CCG Federal Incident Commander or their delegate;
2. The Standby Operations and all response resources must be established on site at Contractors staging area within the period stipulated in Section 3.0 Tasks.
3. The contractor shall maintain a plan to deploy additional personnel to the wreck site within 24 hours of notification, and be able to have operational any aspect of the Contractor's services at the request of the CCG Federal Incident Commander or their delegate.
4. The contractor must maintain an effective standby operation for the duration of potential recovery operations.

### 4.2 Contractor Resource Requirements

1. The contractor is required to obtain, mobilize, stage, deploy, secure, decontaminate and demobilize all personnel and equipment response resources, including personnel accommodation, for this operation.
2. The contractor must maintain a self-sufficient operation without requiring CCG or other government departmental resources.

## 5.0 Equipment Specifications

The contractor must provide all resources (personnel, vessels, ancillary equipment and consumables) to complete all operations identified in these Specifications. As a minimum, the contractor must provide the resources listed in articles 5.1 through 5.4, or equivalent combined minimum capacity. However, capacities greater than those specified will be considered.

### 5.1 Spill Response Vessels

#### 1. Requirement

The contractor must provide on-site, for the duration of the work period, two (2) fully operational *landing craft Spill Response Vessels*.

- The vessels utilized by the contractor for spill response services may be inspected prior to entering service and must have a valid operating certificate any time they are used for commercial purposes.
- The vessels will be used for commercial purpose, and must adhere to standards set out in Transport Canada's [Small Commercial Vessel Safety Guide - TP 14070 E](#)
- In the event of breakdown, an equivalent replacement vessel must be supplied to ensure continuous operations.

#### 2. Capability

These vessels must be suitable for deployment at the wreck site and in Nootka Sound, and capable of operations during daytime operations for extended periods in weather conditions up to Beaufort 6 (3-4m wave height 22-27kn winds). The vessels must have minimum 1000kg cargo capacity, including all crew, equipment and cargo. These vessels are to be moored and secured at the contractor's staging area and maintained ready for emergency and backup operations for the duration of the work period.

#### 3. Equipment Detail

These vessels must be provided with the following equipment and features at minimum:

- a. Suggested length of these vessels is 8-15 metres, with a suggested gross tonnage of 3-10 tonnes;



- b. Semi enclosed cabin with providing the crew with some protection from the elements;
- c. All equipment required by regulation. [Small Commercial Vessel Safety Guide - TP 14070 E](#);
- d. Have dedicated air monitoring capability;
- e. Have VHF radio communication capability.

#### 4. Functional Tasking

The primary function will be manual recovery of oil and oily debris, including storage and transfer of wastes (day time operating capability). This vessel should also be capable of deploying shoreline protection strategies as identified by CCG. Contractor vessels will be supported by CCG vessels on site.

### 5.2 Equipment and Consumables

The Contractor must provide and maintain the following spill response equipment and consumables at minimum:

- a. One (1) 20 ft. ISO Shipping Container (or equivalent) filled with suitable (*Oil only - sorbent pads, rolls, sheeting, boom, oil snare, etc.*) sorbents, and have secured a plan to replenish as needed that will not impact operations.
- b. Additional spill response consumables and tools that may be required to remove oiled debris from the marine environment;
- c. At least 5,000 ft. of 24" internal floatation curtain boom for deflection, collection and protection strategies;
- d. Minimum 15 cubic metres of waste liquid storage capacity (mini-barges, etc.)

The above equipment and consumables are to be staged in Gold River, secured, protected and available for immediate deployment as required.

### 6.0 Operations & Mobilization

1. The Contractor must provide sufficient certified crew to maintain the operational availability of all the assets. A plan to deploy additional crew and operational capability for all assets must be developed and maintained by the contractor.

This plan shall;

- a. Be updated as required, verified and presented daily to the CCG Federal Incident Commander or their delegate located in the Incident Command Post.
- b. Clearly indicate that the personnel in the plan are available for deployment to the incident site within 24 hours of notification.
- c. Provide at least two contact names and phone numbers available on a 24/7 basis who can activate the plan for additional crews.

### 7.0 Location of Work

The wreck site is located at Bligh Island in Nootka Sound.

Due to existing workload and deadlines, all personnel assigned to any Contract must be ready to work in close and frequent contact with the Departmental Representative and other departmental personnel.

### 8.0 Language of Work

English

### 9.0 Travel and Living Expenses

Travel and accommodation will not be reimbursed under this contract. The Contractor is to provide accommodations and meals for their personnel.



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## 10. Indigenous Participation

The contractor is requested to provide opportunities (such as the provision of goods, services or subcontracting, hiring of qualified resources) for Indigenous Peoples throughout the duration of the project where possible. Details of aboriginal procurement considerations shall be provided to the Project Authority when an opportunity/opportunities has been provided.

### 11.0 Technical Plans

The contractor must provide and maintain the following plans, making amendments when necessary due to changing circumstances or upon request by CCG Federal Incident Commander or their delegate. All such plans shall be made available to the Incident Management team and on-site for access and implementation.

#### 11.1 Communication Plan

This plan should include the following information:

1. Radio network and frequencies dedicated to supporting command, tactical, logistics and safety communications as well as supporting interface with CCG and other entities on site. All communications are to be carried out on VHF working channels or as advised by CCG.

#### 11.2 Incident Management Organization Plan

This plan should include the following information:

1. An organizational plan and chart that clearly depicts the site organization for on water operations, as well as all personnel involved, their position, roles and responsibilities;
2. Effective incident management linkages with the CCG Federal IC, the Incident Command Post and other agencies/entities integrated at the site level;
3. The name(s) of the on-site supervisor and manager designated to be the point of contact for CCG.

#### 11.3 Safety Plan

This plan should include the following information:

1. A detailed site safety plan including hazard monitoring, procedures for initial ongoing job safety analyses / job hazard analyses (JSA/JHA) and medical evacuation procedures;
2. Any personnel required in support of the site safety plan that are in addition requirements identified.

#### 11.4 Contractor Required Resource Plan

This plan should include the following information:

1. Contractor resource mobilization, securing of vessels / barges, decontamination, demobilization, and associated milestones;
2. A mobilization plan for personnel, which includes the names of responders and their training and experience, that will be deployed to the wreck site upon contract award;
3. Inventories of PPE, consumables, sorbents, tools and critical spares sufficient to support a prolonged remote operation;
4. Contingency / risk mitigation plans for unexpected events, which include, but not limited to:
  - a. Severe weather
  - b. Equipment breakdown
  - c. Unforeseen delays in wreck assessment / salvage operations
5. The contractor must identify any limitations that might be imposed by inclement weather.



## 12.0 Considerations

1. As this job is considered a federal government work site, the bidder will incorporate all applicable Canadian federal and provincial standards and regulations in their proposed work to ensure compliance with the conduct of their work. This includes, but is not limited to:
  - Canada Labour Code, Part II; (<https://laws-lois.justice.gc.ca/eng/acts/L-2/page-23.html#h-341197>)
  - Coasting Trade Act (<https://laws-lois.justice.gc.ca/eng/acts/C-33.3/page-1.html>)
  - Maritime Occupational Health and Safety Regulations; (<https://laws-lois.justice.gc.ca/eng/regulations/SOR-2010-120/index.html>)
  - All other health and safety provisions and regulations stipulated under the *Canada Shipping Act, 2001*, related to this type of operation; (<https://laws-lois.justice.gc.ca/eng/acts/C-10.15/>)
2. CCG personnel will be on site to direct and monitor the work being conducted by the contractor. CCG may cease any portion of the operation if it is deemed unsafe or if there is a grave or imminent environmental impact. The contractor should note that various CCG resources, which may include vessels, helicopters, hovercraft, etc., will be present throughout the operation to support the CCG operations;
3. An emergency zone will exist around the incident site, as such, the contractor shall not enter the emergency without prior authorization from CCG;
4. The contractor must be aware that recovered product, in particular Bunker-C oil circa 1968, may have different characteristics to present products. This may include, but not be limited to, higher concentrations of hydrogen sulfide, lead and other contaminants. Additionally, there is the possibility that the M/V Schiedyk's bunkers may have mixed with other liquid cargoes (including Diesel) known to have been carried on board. As such, appropriate safety precautions and other measures must be taken to ensure the safe recovery, handling and disposal of this product.
5. The Contractor shall provide details on any meaningful opportunities (such as the provision of goods, services or subcontracting) for Indigenous Peoples throughout the duration of the project. Meaningful means the information provided is specific (names of firms and goods and/or services that could be provided) and reasonable (there is evidence provided of an effort by the bidder to engage with the First Nations to determine the capacity within the First Nations to provide the goods, services and/or subcontracting, for example correspondence or support letter from the First Nation's companies or a record of phone or e-mail conversations).

## 13.0 Contract Deliverables

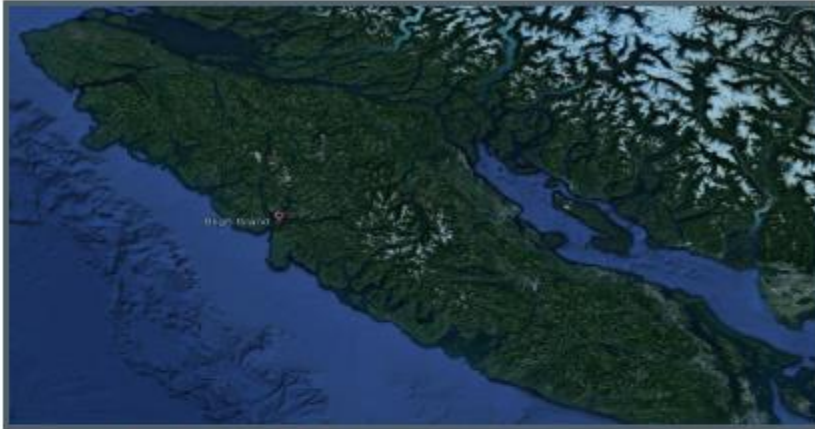
The final outcome of this requirement is to be as follows:

1. Deploy spill response services to the response to upwelling of pollution from the wreck of the M/V Schiedyk;
2. Deploy spill Standby capability to the Nootka Sound area to ensure effective and timely response to a significant release of marine pollutants resulting from oil removal and pollution threat / mitigation operations on the wreck of the M/V Schiedyk, as tasked by the CCG Federal Incident Commander or their delegate
3. The Contractor must provide to Canada a FINAL SUMMARY REPORT of all work conducted, including the type and total (in litres) of oil and other pollutants recovered and any logistical or operational issues encountered. The final report must be provided to Canada within 1 month of completion of operations. The final report must be provided in both PDF format and MSWord.

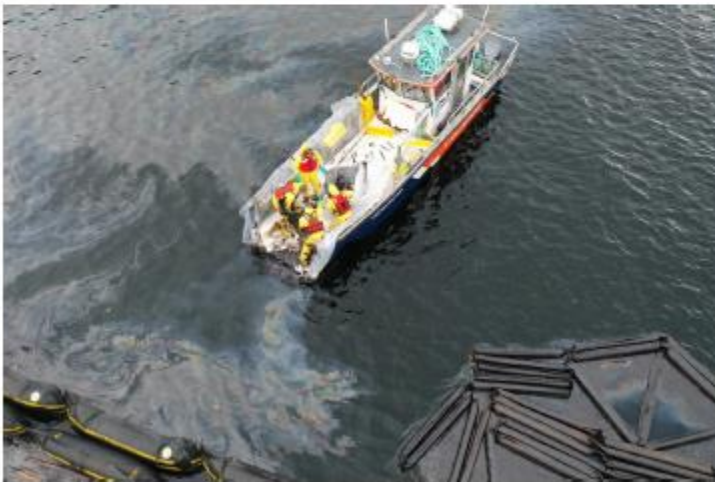


**APPENDICES:**

**Spill Response Photos:**















### COVID-19 Protocols:

The use of COVID appropriate facemasks are mandatory at all times when staff are in public or common areas. Communicate with direct supervisor if COVID supplies are required. Please read and follow all CCG COVID Policies and Procedures and follow best practices. ALL STAFF are required to answer all questions on the Revised COVID Screening Questionnaire and take required actions prior to entering into common areas. For operational personnel, a COVID screening sheet is to be filled out at the start and close of every day.

Ensure you provide the Safety Officer your Agency or Contractors COVID Plan.

All efforts are being made to keep staff safe. Any deficiencies and/or non-compliance with COVID protocols or best practices are to be reported to your immediate supervisor. Documents include, but are not limited to:

- National Standard Operating Procedures (NSOP).
- Standard Operating Procedure (SOP).
- Incident Specific Operating Procedures (ISOP).<sup>1</sup>

<sup>1</sup> <https://intra.ccg-gcc.gc.ca/national/en/communications/covid-19.html>



- Health Canada's "Coronavirus disease (COVID-19): Prevention and risks" webpage.<sup>2</sup>
- BCCDC "COVID-19" website<sup>3</sup>
- Health Orders, Notices and Guidance issued by National and Provincial Health Authorities<sup>4</sup>

Contact Tracing Measures:

- The Planning Section Chief must:
  - Ensure a current list of incident staff and their contact information is accessible. This information shall be within the IAP and updated separately if the staffing changes in between IAPs.
- The Facilities Unit Leader must:
  - Maintain a list off all commercial accommodations used for the incident and identify and record where incident personnel are staying.

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<sup>2</sup> <https://www.canada.ca/en/public-health/services/diseases/2019-novel-coronavirusinfection/preventionrisks.html#p>

<sup>3</sup> <http://www.bccdc.ca/health-info/diseases-conditions/covid-19>

<sup>4</sup> <https://www2.gov.bc.ca/gov/content/health/about-bc-s-health-care-system/office-of-the-provincialhealthofficer/current-health-topics/covid-19-novel-coronavirus>



**ANNEX "B"**  
**BASIS of PAYMENT**

Under any resulting contract, Canada will not accept travel and living expenses that may need to be incurred by the contractor for any relocation of resources required to satisfy its contractual obligations.

**Definition of a Day/Proration**

A day is defined as 12 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:

$$\text{(Hours worked} \times \text{applicable firm per diem rate)} \div 12 \text{ hours}$$

- iii. All proposed personnel must be available to work outside normal working hours during the duration of the Contract.
- iv. No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.

**1.0 Fees**

The Contractor will be paid all-inclusive fixed rates as follows:

Item	Description	Unit of Measure	Unit Rate
<b>Initial Period (from date of award to March 31, 2022)</b>			
1.1	Certified Vessel Operator	Days	\$
1.2	Deckhand (2)	Days	\$
1.3	Landing Craft/Vessel	Days	\$
1.4	Waste Storage Tanks	Days	\$
1.5	Containment Boom – 5000ft	Days	\$
1.6	15m <sup>3</sup> mini barge	Days	\$
1.7	Callback Certified Vessel Operator	Days	\$
1.8	Callback Deckhand (2)	Days	\$
1.9	Callback Landing Craft/Vessel	Days	\$
1.10	Callback Waste Storage Tanks	Days	\$
1.11	Callback Containment Boom – 5000ft	Days	\$
1.12	Callback 15m <sup>3</sup> mini barge	Days	\$
1.13	Mobilization	LOT	\$
1.14	Demobilization	LOT	\$
1.15	Sorbent consumables  Annual Allowance: \$850K inclusive of taxes (\$809,523.81 + 5% GST)	Percentage	Markup percentage  %



Item	Description	Unit of Measure	Unit Rate
<b>Option Year 1 (April 1, 2022 to March 31, 2023)</b>			
2.1	Certified Vessel Operator	Days	\$
2.2	Deckhand (2)	Days	\$
2.3	Landing Craft/Vessel	Days	\$
2.4	Waste Storage Tanks	Days	\$
2.5	Containment Boom – 5000ft	Days	\$
2.6	15m <sup>3</sup> mini barge	Days	\$
2.7	Callback Certified Vessel Operator	Days	\$
2.8	Callback Deckhand (2)	Days	\$
2.9	Callback Landing Craft/Vessel	Days	\$
2.10	Callback Waste Storage Tanks	Days	\$
2.11	Callback Containment Boom – 5000ft	Days	\$
2.12	Callback 15m <sup>3</sup> mini barge	Days	\$
2.13	Mobilization	LOT	\$
2.14	Demobilization	LOT	\$
2.15	Sorbent consumables  Annual Allowance: \$850K inclusive of taxes (\$809,523.81 + 5% GST)	Percentage	Markup percentage %

Note:

1. Rates do not include taxes.
2. Operations are daylight hours, roughly from 07:00 to 19:00, and standby for the remainder of the day.
3. Callback hours are for estimate only, no guarantee of hours can be made. Callback is defined as when on site, on standby when the vessel is recalled to work during the standby period.
4. The estimated level of effort is provided for information purposes only and is not to be considered a guarantee of work.



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**ANNEX "C"**  
**ADDITIONAL VESSEL CHARTER CONTRACT CONDITIONS**

1. The Contractor must keep and maintain the vessel, engines, gear and equipment in good and sufficient repair for the duration of the Contract and must pay for all necessary repairs, renewals and maintenance.
2. The Contractor must:
  - 2.1 indemnify and save harmless Canada from and against any claim for loss or damage to the vessel or any other property, engines, gear, or equipment, arising from the charter, and for injury or property of persons aboard the vessel, excepting any injury or damage to property of Canada's employees or agents;
  - 2.2 ensure that the operations are only carried out by Canada's authorized representatives as specified by the Project Authority;
  - 2.3 ensure that approved personal floatation devices for all persons on board are in readily accessible positions at all times;
  - 2.4 ensure that the use or possession of illegal drugs or alcohol is prohibited. If any member of the crew is found under the influence of such drugs and/or intoxicants while on duty, it will be cause for termination of the Contract for default.
3. If the vessel is disabled or is not in running order or is laid up without the consent of Canada, then Canada will not be liable for payment for the hire of the vessel during this period. If this period exceeds one week, Canada may terminate the Contract immediately for default.
4. If any gear or equipment necessary for the efficient operation of the vessel for the purpose of the Contract is not in good working order for any period of time, then the payment of hire will cease for the lost time, and if during the voyage the speed is reduced by a defect in or breakdown of any part of the hull, machinery or equipment, the time lost will be deducted from the hire. Canada will be the sole judge of the capability of the vessel.
5. If the vessel is unable to operate safely in the work area because of sea or weather conditions, as agreed to by the representative of the Contractor and the representative of Canada, then the charter for the day will be terminated and a pro-rated payment made to the Contractor for that period engaged in the Work in accordance with the terms of the Contract.
6. If the particulars furnished by the Contractor and set out in the Contract are incorrect or misleading, Canada may, at Canada's discretion, terminate the Contract for default.
7. If the vessel is lost or damaged to such an extent as to justify abandonment as for a constructive total loss, Her Majesty may terminate the Contract.
8. The Contractor, by these presents, does hereby remise, release and forever discharge Her Majesty and all employees of Her Majesty from all manners of action, claims or demands, of whatever kind or nature that the Contractor ever had, now has or can, shall or may hereafter have by reason of damage to or personal injury, or both as a result of or in any way arising out of the acts or omission of Her Majesty or employees of Her Majesty pursuant to the terms and conditions of the Agreement or any Contract.
9. The Contractor acknowledges and agrees that this Agreement or any Contract shall in no way replace, substitute or derogate from any of the rights powers if Her Majesty pursuant to the Fisheries Act of Canada or any other statute, law or regulation of Canada.
10. If a provision or term or condition of this Agreement or any Contract is wholly or partially invalid, this Agreement or Contract shall be interpreted as if the invalid provision, term or condition had not been a part of this Agreement or Contract.
11. The Contractor shall permit Her Majesty all access and egress that is request by Her Majesty to



accomplish all inspections deemed necessary by Her Majesty to administer the terms and conditions of this Agreement or Contract.

12. The Contractor certifies that any price/rate shown herein has been computed in accordance with generally accepted accounting principles applicable to all like products or services sold by the Contractor, that such price / rate is not in excess of the lowest price / rate charged anyone else including their most favoured customer for like quality and quantity of the service, and does not include the provision for discount or commission to selling agents.





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## ANNEX "D" - INSURANCE

### 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 Fisheries and Oceans Canada.
  - b. Waiver of subrogation rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Fisheries and Oceans 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 "E"**  
**FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION**

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada 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 Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\)-Labour's](#) website.

Date: \_\_\_\_\_(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

**OR**

- A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity](#) (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

**OR**

- B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)



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**ANNEX "F"**  
**SUBCONTRACTOR LIST**

Number	Name of Supplier	Supplier Address