



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

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

See herein for bid submission
instructions/

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

NA
British Columbia

INVITATION TO TENDER

APPEL D'OFFRES

**Tender 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.

Soumission 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 et sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Public Works and Government Services Canada -
Pacific Region
401 - 1230 Government Street
Victoria, B. C.
V8W 3X4

Title - Sujet Tug & Barge Services-Telegraph Cove	
Solicitation No. - N° de l'invitation F1705-210507/A	Date 2021-07-19
Client Reference No. - N° de référence du client F1705-210507	GETS Ref. No. - N° de réf. de SEAG PW-\$XLV-242-8255
File No. - N° de dossier XLV-1-44044 (242)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Pacific Daylight Saving Time PDT on - le 2021-08-04 Heure Avancée du Pacifique HAP	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Szczesniak, Michal	Buyer Id - Id de l'acheteur xlv242
Telephone No. - N° de téléphone (250) 507-0647 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Fisheries and Oceans Canada 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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	3
1.1 SECURITY REQUIREMENT	3
1.2 STATEMENT OF WORK	3
1.3 WORK PERIOD.....	3
1.4 DEBRIEFINGS.....	3
1.5 TRADE AGREEMENTS.....	3
1.6 CANADIAN CONTENT	3
1.7 EPOST CONNECT SERVICE	3
PART 2 - BIDDER INSTRUCTIONS	4
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	4
2.2 SUBMISSION OF BIDS	4
2.3 FORMER PUBLIC SERVANT – COMPETITIVE BID	4
2.4 ENQUIRIES - BID SOLICITATION	5
2.5 APPLICABLE LAWS	6
PART 3 – BID PREPARATION INSTRUCTIONS.....	7
3.1 BID PREPARATION INSTRUCTIONS.....	7
3.2 BID SECTION COMPOSITION	7
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	9
4.1 EVALUATION PROCEDURES	9
4.2 BASIS OF SELECTION	9
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	10
5.1 CERTIFICATIONS REQUIRED WITH THE BID.....	10
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION.....	10
5.3 STATUS AND AVAILABILITY OF RESOURCES (HUMAN RESOURCES).....	12
5.4 STATUS AND AVAILABILITY OF RESOURCES (EQUIPMENT)	12
5.5 SACC MANUAL CLAUSE	12
PART 6 - RESULTING CONTRACT CLAUSES.....	13
6.1 SECURITY REQUIREMENTS	13
6.2 STATEMENT OF WORK	13
6.3 STANDARD CLAUSES AND CONDITIONS	13
6.4 TERM OF CONTRACT	13
6.5 AUTHORITIES.....	13
6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS.....	14
6.7 PAYMENT	14
6.8 INVOICING INSTRUCTIONS.....	15
6.9 CERTIFICATIONS AND ADDITIONAL INFORMATION	15
6.10 APPLICABLE LAWS	15
6.11 PRIORITY OF DOCUMENTS	15
6.12 INSURANCE.....	16
6.13 VESSEL CHARTER.....	16
6.14 VESSEL CONDITION.....	16
6.15 PROCEDURES FOR DESIGN CHANGE OR ADDITIONAL WORK.....	17
6.16 WORKERS COMPENSATION	17
6.17 ENVIRONMENTAL PROTECTION.....	17
6.18 PROJECT SCHEDULE.....	17
6.19 INSPECTION AND ACCEPTANCE	17
ANNEX A - STATEMENT OF WORK.....	18
ANNEX B - FINANCIAL BID PRESENTATION SHEET (BASIS OF PAYMENT)	19
ANNEX C - INSURANCE REQUIREMENTS	21
ANNEX D - ACCEPTANCE OF WORK - TUG AND BARGE SERVICES	25
ANNEX E - EVALUATION PLAN - PROPOSED VESSEL & EQUIPMENT LIST.....	26
ANNEX F - PROPOSAL SUBMISSION FORM	32

N° de l'invitation - Solicitation No.
F1705-210507/A
N° de réf. du client - Client Ref. No.
F1705-210507

N° de la modif - Amd. No.
File No. - N° du dossier

Id de l'acheteur - Buyer ID
xlv242
N° CCC / CCC No./ N° VME - FMS

ANNEX G - INTEGRITY PROVISIONS - LIST OF NAMES.....	33
ANNEX H - ELECTRONIC PAYMENT INSTRUMENTS	34
ANNEX I - SUBCONTRACTOR LIST	35
ANNEX J - TENDER DELIVERABLES.....	36

PART 1 - GENERAL INFORMATION

1.1 Security requirement

There are no security requirement for this procurement.

1.2 Statement of Work

The Canadian Coast Guard requires a contractor to provide tug and barge services to transport buildings and associated equipment from Victoria, BC to the Telegraph Cove, BC area where CCG will provide helicopters to sling the two building halves and associated equipment from the barge to the mountaintop communications site. Additional details can be found in Annex A.

1.3 Work Period

The period is:

Commence: September 13, 2021;

Complete: September 23, 2021.

Detailed tasking and scheduling, to be completed within the above period, is given in the Statement of Work referenced at Annex A.

1.4 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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.5 Trade Agreements

The requirement is subject to the provisions of the Canada Free Trade Agreement (CFTA). It is exempted from the provisions of World Trade Organization Agreement on Government Procurement (WTO-AGP), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA).

1.6 Canadian Content

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

1.7 epost Connect service

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

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

PWGSC Pacific Region Bid Receiving Unit

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

TPSGC.RPReceptiondessoumissions-PRBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

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

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

2.3 Former Public Servant – Competitive Bid

- (a) 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 FPS, 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.

(b) **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:

- (i) an individual;
- (ii) an individual who has incorporated;
- (iii) a partnership made of former public servants; or
- (iv) 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-8.

(c) **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 FPS in receipt of a pension, as applicable:

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

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

(d) **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:

- (i) name of former public servant;
- (ii) conditions of the lump sum payment incentive;
- (iii) date of termination of employment;
- (iv) amount of lump sum payment;
- (v) rate of pay on which lump sum payment is based;
- (vi) period of lump sum payment including start date, end date and number of weeks;
- (vii) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 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.

2.5 Applicable Laws

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

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

PART 3 – BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

The Bidder must submit its bid electronically in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

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

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications & Additional Information

Bids transmitted by facsimile or hardcopy will not be accepted.

3.2 Bid Section Composition

3.2.1 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.

3.2.2 Section II: Financial Bid

- (a) **Pricing:** Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet at Annex B. The total amount of Applicable Taxes must be shown separately. Unless otherwise indicated, bidders must include a single, firm, all-inclusive price quoted in Canadian dollars in each cell requiring an entry in the pricing tables.
- (b) **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option to extend the Contract Period. The identification of all necessary equipment required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- (c) **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive. Negative numbers will not be accepted and will simply be treated the same as explained above for "\$0.00" item.

3.2.2.1 Electronic Payment of Invoices – Bid

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

If **Annex "H" Electronic Payment Instruments** is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

3.2.2.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

3.2.3 Section III: Certifications

Bidders must submit the certifications required under Part 5.

N° de l'invitation - Solicitation No.
F1705-210507/A
N° de réf. du client - Client Ref. No.
F1705-210507

N° de la modif - Amd. No.
File No. - N° du dossier

Id de l'acheteur - Buyer ID
xlv242
N° CCC / CCC No./ N° VME - FMS

3.2.3.1 Tender Deliverable Check List

Notwithstanding any other provision of the RFP, the only evaluated criteria for determining whether a bid is responsive to the RFP is listed in **Annex J – Tender deliverable**. If a contract is awarded, the Contractor shall be bound to the terms of the issued Contract and not just the evaluated criteria

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.
- (c) The evaluation team will determine first if there are two or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

4.1.1 Financial Evaluation

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

4.2 Basis of Selection

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. 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.

Refer to Annex J – Tender deliverables.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.1.2 Additional Certifications Required with the Bid

5.1.2.1 Canadian Content Certification

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

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

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

The Bidder certifies that:

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

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

5.1.2.2 Canadian Content Definition

SACC Manual Clause A3050T (2020-07-01), Canadian Content Definition

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Valid Labour Agreement

If the Bidder has a labour agreement, or other suitable instrument, in place with its unionized labour or workforce, it must be valid for the proposed period of any resulting contract. Before contract award and within forty-eight (48) hours of written notification by the Contracting Authority, the Bidder must provide evidence of that agreement.

5.2.3.2 Insurance - Proof of Availability Prior to Contract Award

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

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

5.2.3.3 Preliminary Work Schedule

Upon request from the Contracting Authority, the Bidder must submit a copy of its preliminary production work schedule. The schedule must show the commencement and completion dates for the Work in the available Work Period, including realistic target dates for significant events, to help demonstrate the Bidder's capacity to perform the Contract.

5.2.3.4 List of Proposed Subcontractors

Upon request from the Contracting Authority, the Bidder must submit 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, i.e. subcontract work valued at less than \$5,000.00 aggregate for the project.

5.2.3.5 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 48 hours following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good

standing account. Failure to comply with the request may result in the bid being declared non-responsive.

5.3 Status and Availability of Resources (Human Resources)

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

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

5.4 Status and Availability of Resources (Equipment)

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, all equipment proposed in its bid will be available and utilized to perform the Work as required by Canada's representatives and at the times specified in the bid solicitation. If for reasons beyond its control, the Bidder is unable to provide the services of the specific equipment included in its bid, the Bidder may propose a substitute with similar equivalencies meeting the following:

Equipment that are equivalent in form, fit, function and quality to the item(s) specified in the requirements of Annex "A" Statement of Work of the solicitation will be considered where the Bidder:

1. designates the brand name, model and/or part number of the substitute product;
2. states that the substitute product is fully interchangeable with the item specified;
3. provides complete specifications and descriptive literature for each substitute product;
4. provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; and
5. clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria, and;
6. Certifications of equipment specified in the bid solicitation.

Substitution of equivalent equipment must be reviewed by the Technical Authority and Contracting Authority prior to the substitution occurring. The Bidder must advise the Contracting Authority and the Technical authority of the reason for the substitution of the equipment and provide the details of the proposed substitute equipment. The substitution must not occur without written approval of the Technical Authority. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: equipment failure, damage or the equipment is considered unsafe for operations.

5.5 SACC Manual clause

A3010T (2010-08-16), Education and Experience

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

There is no security requirement applicable to this Contract.

6.2 Statement of Work

The Canadian Coast Guard requires the Contractor to provide tug and barge services to transport buildings and associated equipment from Victoria, BC to the Telegraph Cove, BC area where CCG will provide helicopters to sling the two building halves and associated equipment from the barge to the mountaintop communications site. Additional details can be found in Annex A.

6.3 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>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

2035 (2020-05-28), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

6.3.2 Supplemental General Conditions:

1031-2 (2012-07-16), Contract Cost Principles, apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period is:

Commence: September 13, 2021;

Complete: September 23, 2021.

Detailed tasking and scheduling, to be completed within the above period, is given in the Statement of Work referenced at Annex A.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Michal Szczesniak
Acquisitions, Marine
Public Works and Government Services Canada
1230 Government Street, Suite 401
Victoria, BC V8W 3X4
Telephone: 250-507-0647
Email: michal.szczesniak@pwgsc-tpsgc.gc.ca

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

6.5.2 Technical Authority

The Technical Authority will be identified in the Contract.

TBD

The Technical 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 Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Inspection Authority

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the Requirements at Annex A and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment. Any communication with a Contractor regarding the quality of the Work performed pursuant to this Contract shall be undertaken by official correspondence through the Contracting Authority.

6.5.4 Contractor's Representative

The bidder is to provide a list of representatives responsible for the completion of the work.

Contact for:	Name	Telephone 24 Hrs/ 7 & days (Contracting)	Email
Contracting issues			
Technical issues			
Invoicing issues			

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Payment

6.7.1 Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex B. Customs duties are included and Applicable Taxes are extra.

6.7.2 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.

6.7.3 Single Payment

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

- 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 delivered has been accepted by Canada.

6.7.4 SACC Manual Clauses

C0711C 2008-05-12 Time Verification

6.7.5 Electronic Payment of Invoices – Contract (if applicable)

The Contractor accepts to be paid using the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only).

6.8 Invoicing Instructions

The Contractor must submit invoices in accordance with the section of the General Conditions titled Invoice Submission.

Invoice is to be made out to:

TBD

The original and one (1) copy must be forwarded to the following address for certification and payment.

Public Works and Government Services Canada
Acquisitions, Marine
401 - 1230 Government Street
Victoria, B.C., V8W 3X4 Attention: Michal Szczesniak

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 Canadian Content certification (if applicable)

A3060C (2008-05-12), Canadian Content

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 wordings of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) The Articles of Agreement;
- (b) The supplemental conditions 1031-2 (2012-07-16), Contract Cost Principles
- (c) The general conditions 2035 (2020-05-28), General Conditions - Higher Complexity – Services
- (d) Annex A, Statement of Work and associated appendices;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Insurance Requirements;
- (g) Annex D, Acceptance of Work;
- (h) The Contractor's bid dated _____.

6.12 Insurance

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

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

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

6.13 Vessel Charter

1. The vessels must meet the following requirements:
 - a. be seaworthy;
 - b. the engine must be in good running order and all gear and equipment in good repair.
2. 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.
3. The Contractor must :
 - a. 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;
 - b. ensure that the operations are only carried out by Canada's authorized representatives as specified by the Technical Authority;
 - c. ensure that approved personal floatation devices for all persons on board are in readily accessible positions at all times;
 - d. 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.
4. 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.
5. 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.
6. 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.
7. 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.

6.14 Vessel Condition

The Contractor warrants that the vessel(s) provided to Canada is mechanically sound, completely seaworthy, equipped with readily accessible lifesaving equipment, will be adequately manned and in full compliance with the *Canada Shipping Act*, S.C. 2001, c. 26.

6.15 Procedures for Design Change or Additional Work

SACC Manual Clause B5007C (2010-01-11), Procedures for Design Change or Additional Work

6.16 Workers Compensation

The Contractor must maintain its account in good standing with the applicable provincial or territorial Workers' Compensation Board for the duration of the Contract.

6.17 Environmental Protection

- (a) The Contractor must carry out the Work in compliance with all applicable environmental laws, regulations, and industry standards.
- (b) All individuals 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.
- (c) The Contractor must keep in force detailed environmental protection procedures and processes for identifying, removing, tracking, storing, transporting, and disposing all potential pollutants and hazardous material encountered, to ensure regulatory compliance.
- (d) The Contractor must have environmental emergency response plans and procedures in place. The Contractor must provide the appropriate training in emergency preparedness and response to all individuals carrying out the Work.
- (e) The Contractor must provide all waste disposal certificates to the Technical Authority and the Contracting Authority within 2 business days of their receipt. The Contractor must provide additional evidence of regulatory compliance to the Contracting Authority when so requested.

6.18 Project Schedule

The Contractor must provide to the Contracting Authority and Technical Authority a detailed project schedule in a Gantt chart in a digital format showing the commencement and completion dates for the work within the Work Period, including realistic target dates for significant events and the critical path.

The Contractor must review the preliminary schedule and submit a revised project schedule to the Contracting Authority and Technical Authority at least 5 business days prior to the Period of the Contract.

The Contractor must compare work progress against the project schedule on ongoing basis and update it accordingly. The revised schedules must show the effect of progressed Known Work and authorized Unscheduled Work.

During the Work Period, the Contractor must e-mail an up-to-date project schedule to the Contracting Authority and Technical Authority a minimum of every week, and 24 hours prior to each meeting, and upon the request of the Contracting Authority.

6.19 Inspection and Acceptance

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods, equipment and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, goods, equipment or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

The acceptance of work must be in accordance with form in **Annex D - Acceptance of Work - (Tug and barge services)**.

The Inspection Authority or designate, in conjunction with the Contractor, will prepare a list of outstanding work items at the end of the work period. This list will form the annexes to the formal acceptance document for the vessel.

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

ANNEX A - STATEMENT OF WORK

The Statement of Work (SOW) and supporting technical appendices are provided in a separate electronic file entitled:

"F1705-210507A Annex A - Statement of Work.pdf"

To obtain the SOW, the Bidder must make a request in writing to the Contracting Authority identified in Article 6.5.1.

ANNEX B - FINANCIAL BID PRESENTATION SHEET (BASIS OF PAYMENT)

The bidder must submit the following pricing schedule with their financial proposal. Failure to do so will result in the proposal being non-responsive.

It is recommended that the bidder should avoid including their terms and conditions with their financial bid submission. If the bidder's terms and conditions as included in their financial proposal conflict with or supplement the terms and conditions of the solicitation, the bidder's proposal will be non-responsive.

B1. Evaluation Price

For items with per diem (day) rates, the Contractor will be paid firm per diem rates as follows, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

For items with lot price, the Contractor will be paid firm lot prices as follows. Customs duties are included and Applicable Taxes are extra.

The per diem rates are based on a continuous period of 14 hours during day light hours on every day during the staging window.

The number of days required is based on the work schedule, which will be developed by the CCG and the Contractor as detailed in the Annex A – Statement of Work. The 12 days estimated is based on 1 day of barge loading at CCG Victoria Base, a 3 day transit from CCG Victoria Base to the Area of Operation, 4 days of slinging operations in the Area of Operation, and an allowance of up to 4 days for weather delays or other operational delays.

The actual number of days will be adjusted and paid based on the actual number of days needed to complete the work.

The prices constitute total consideration for performance of work performed in accordance with the Contract.

The prices include the furnishing of all necessary or proper inputs for the completion of the work, except as may be otherwise expressly described within the Contract.

The daily rates include all costs associated with the chartered services of the Contractor's representatives, tug master, vessel crew members, labour, subcontracted expenses, overhead, fringe benefits, additional support, port fees, vessel services fees, certifications, maintenance, consumables including fuel, lube oil, filters, engine room supplies, direct and indirect costs, office expenses, financing costs, contingencies, general administration fees, travel, accommodations, living expenses, insurance, permits, overhead, profit, etc.

Item	Description	Unit	Quantity	Unit Price	Extended Price
B1.1	Mobilize from the Contractor's Facility to CCG Victoria Base	Lot	1	\$	\$
B1.2	Barge Loading at CCG Victoria Base	Day	1	\$	\$
B1.3	Known Work for Tug Services to transit from CCG Victoria Base to Telegraph Cove Staging Area	Day	3	\$	\$
B1.4	Known Work for Barge Services to transit from CCGS Victoria Base to Telegraph Cove Staging Area	Day	3	\$	\$
B1.5	Known Work for Tug Services for Staging Area and Building Sling Platform near Telegraph Cove	Day	8	\$	\$
B1.6	Known Work for Barge Services for Staging Area and Building Sling Platform near Telegraph Cove	Day	8	\$	\$
B1.7	Demobilize from Telegraph Cove to Contractor's Facility	Lot	1	\$	\$
B1.8	Forklift	Day	9	\$	\$
B1.9	Forklift Services	Day	9	\$	\$
	EVALUATION PRICE Sum of all extended prices. Customs duties are included and Applicable Taxes are extra.				\$

Note (**applicable to the Contract**): The "Total Estimated Cost" or "Revised Estimated Cost" given on page 1 of this Contract includes an estimate of the taxes which may be applicable [refer to the General Conditions].

ANNEX C - INSURANCE REQUIREMENTS

C1. Commercial General Liability Insurance

1.1 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.

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

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

C2. Marine Liability Insurance

- 2.1 The Contractor must obtain Protection & Indemnity (P&I) 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 (1.2) below.
- 2.2 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 assessed any additional levy, extra assessment or super-assessment by a Worker's Compensation Board, 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.
- 2.3 The Protection and Indemnity insurance policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by the Department of Fisheries and Oceans / Canadian Coast Guard and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
 - c. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - d. 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.
 - e. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:
Director Business Law Directorate,
Quebec Regional Office (Ottawa),

Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8
For other provinces and territories, send to:
Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

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

C3. Environmental Impairment Liability Insurance

- 3.1 The Contractor must obtain Contractor's Pollution Liability insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$1,000,000 per accident or occurrence and in the annual aggregate.
- 3.2 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.
- 3.3 The Contractor's Pollution Liability Insurance policy must include the following:
 - a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - c) Separation of Insureds: The policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - d) Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - e) Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.
 - f) Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

*Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,*

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

For other provinces and territories, send to:

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

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

C4. All Risk in Transit Insurance

- 4.1 The Contractor must obtain on the Government's Property, and maintain in force throughout the duration of the Contract, All Risk Property in Transit insurance coverage for all applicable conveyances while under its care, custody or control, in an amount of not less than \$1,000,000.00 per shipment. Government Property must be insured on replacement cost (new) basis.
- 4.2 Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
- 4.3 The All Risk Property in Transit insurance must include the following:
 - a. Notice of Cancellation: The Contractor will provide the Contracting Authority at least thirty (30) days prior written notice of any policy cancellation or any changes to the insurance policy.
 - b. Loss Payee: Canada as its interest appears or as it may direct.
 - c. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Department of Fisheries and Oceans / Canadian Coast Guard and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

ANNEX D - ACCEPTANCE OF WORK - TUG AND BARGE SERVICES

Contractor's Name – Nom de l'entrepreneur	File No. - N° du Dossier	Contract Serial No. - N° de série du contrat
--	--------------------------	--

We, the undersigned, certify that the work as detailed in the Annex A -Statement of Work has been duly completed in keeping with the terms of the captioned Contract.

All outstanding items, deviations, or deficiencies are as noted on the Appendix "A" and will be dealt with in accordance with the Contract terms and conditions.

Nous, soussignés, attestons que le travail exposé dans l'annexe A - l'énoncé de travail qui en découlent est dûment achevé conformément aux conditions du contrat susmentionné.

Tous les postes non terminés, déviations et manquements sont tels qu'ils sont indiqués à l'appendice (Annexe A); il en sera disposé en conformité des modalités et conditions du contrat.

For Contractor - Pour l'entrepreneur	Title/Titre:
Signature	Contractor Representative
Contracting Authority– Autorité contractante	Title/Titre:
Signature	Contracting Authority
Client Department Representative - Représentant du ministère client	Title/Titre:
Signature	Technical Authority/Inspection Authority
Date:	Location – Endroit

Remarks - Remarques

Acceptance of Work - Tugs and Barges Services

ANNEX E - EVALUATION PLAN - PROPOSED VESSEL & EQUIPMENT LIST

BIDDER CERTIFICATION

The Bidder certifies that the following named vessel(s) and equipment are proposed for the performance of the Work.

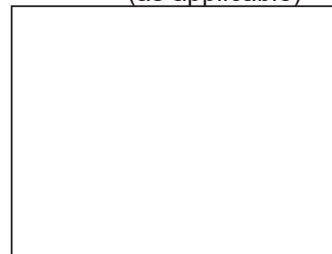
Note: each vessel and equipment must be identified separately.

Vessels definition (Canada Shipping Act, 2001 (S.C. 2001, c. 26): *vesse/* means: a boat, ship or craft designed, used or capable of being used solely or partly for navigation in, on, through or immediately above water, without regard to method or lack of propulsion, and includes such a vessel that is under construction. It does not include a floating object of a prescribed class.

The bidder warrants that the vessel(s) provided to Canada is/are mechanically sound, completely seaworthy, equipped with readily accessible lifesaving equipment, have valid certification and will be adequately manned and in full compliance with the Canada Shipping Act, S.C. 2001, c. 26 and meet the Canadian Coasting Trade Act (S.C. 1992, c. 31)

CORPORATE SEAL

(as applicable)



Signature

Date

E-1 Mandatory Information - Proposed Vessel & Equipment List

Items and information requested below are mandatory. Failure to provide this information at time of bid closing will render the bid non-responsive. Each blank **MUST** be filled in with the information requested to be found compliant.

Items labelled with an **(M)** are specific technical mandatory criteria which will be evaluated against the requirements of Annex A – Statement of Work. These items have detailed technical requirements which must be met by the proposed equipment.

Boxes with “See:” represent additional documentation expected to be delivered with the bid, which meets or contains the information in that row.

E1.1 Tug Boat Information

The tug boats proposed must meet the requirements listed in the Annex A – Statement of Work. The Bidder must provide the following details for each tug boat vessel proposed to do the work with their proposal.

Primary Tug

Photograph(s) of the vessel:

The Bidder must submit recent photograph(s) of the vessel with the whole vessel shown.

Bidder section			Evaluator Section		
Description	Bidder to fill this section	SOW Reference for Mandatory Criteria	Meet	Not Meet	Comments
Official Number (O.N):					
Horse Power (BHP):					
(M) Minimum Towing Speed of 4 knots speed (with fully loaded barge)		Section 35 10 00 - Part 1: 1.5.2.1			
IMO Number:					
Vessel length (m):					
Vessel Breadth (m):					
Vessel Depth (m):					
Gross Tonnage:					
Net tonnage:					
(M) TCMS Vessel issued date certificate and expiration	See:	Section 35 10 00 Part 1: 1.3.2			
Vessel Name:					
Port of registry:					
Builder name:					
City build:					

Country build:					
(M) Photograph(s) of the vessel	See:				

E1.2 Tug Boat Operator / Captain Certification

The Bidder must provide tug operators and crew in accordance with Annex A – Statement of Work. The following details must be provided with the proposal, for each tug boat Operator / Captain proposed to do the work.

Primary Tug - Tug Boat Operator / Captain Certification

If more than one Operator / Captain offered for operation of the Primary Tug, the bidder must provide a filled out table for each of the proposed Operators / Captains with their proposal.

Bidder section		Evaluator Section			
Description	Bidder to fill this section	Spec. Ref. for Mandatory Criteria	Meet	Not Meet	Comments
Operator name					
(M) Certificate number:		Section 35 10 00 Part 1: 1.3.2			
(M) Qualified For:		Section 35 10 00 Part 1: 1.3.2			
(M) Certificate issued date		Section 35 10 00 Part 1: 1.3.2			
(M) Certificate expiry date:		Section 35 10 00 Part 1: 1.3.2			
(M) Copy of Certificate(s)	See:	Section 35 10 00 Part 1: 1.3.2			

E1.3 Barge Information

The barges proposed must meet the requirements listed in the Annex A – Statement of Work. The Bidder must provide the following details for the barges with their proposal.

Photograph(s) of the barge:

The Bidder must submit recent photograph(s) of the barge. The photograph(s) must clearly display the components required in the Statement of Work.

Bidder section			Evaluator Section		
Description	Bidder to fill this section	Spec. Ref. for Mandatory Criteria	Meet	Not Meet	Comments
(M) Single barge proposed		Section 35 10 00 Part 1 1.4.1.1			
Barge Name:					
Port of registry:					
Builder name:					
City build:					
Country build:					
Official Number: (O.N)					
(M) Minimum open space deck size of 465 square meters (5,000 square feet)		Section 35 10 00 Part 1 1.5.1.1			
Vessel length (m):					
Vessel Breadth (m):					
Vessel Depth (m):					
Gross Tonnage					
(M) Photograph(s) of the Barge	See:				

E1.4 Verification of Vessel and Barge Details: Transport Canada registry Website

The details of the vessels and barge included in the bidder's proposal will be reviewed against Transport Canada's Vessel Registration Query System.

<http://wwwapps.tc.gc.ca/Saf-Sec-Sur/4/vrqs-srib/eng/vessel-registrations>

Definitions:

TCMS: Transport Canada Marine Safety

Official Number: (O.N): Canadian vessel registry official number

IMO Number: International Maritime Organization number

E1.5 Forklift Information

The Forklift proposed must meet the requirements listed in Annex A – Statement of Work. The bidder must provide the following details for the forklift with their proposal.

Bidder section		Evaluator Section			
Description	Bidder to fill this section	Spec. Ref. for Mandatory Criteria	Meet	Not Meet	Comments
Make					
Model					
Lift Height (m.)					
(M) Lift Capacity (2700 Kg.)		Section 35 10 00 Part 1 1.4.1.3			
Technical literature for the proposed forklift	See:				

ANNEX F - PROPOSAL SUBMISSION FORM

Bidder's full legal name <i>[Note to Bidders: Bidders who are part of a corporate group should take care to identify the correct corporation as the Bidder.]</i>		
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name:	
	Title:	
	Address:	
	Telephone #:	
	Fax #:	
	Email:	
Bidder's Procurement Business Number (PBN) <i>[see the Standard Instructions 2003]</i> <i>[Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]</i>		
<p>On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none">1. The Bidder considers itself and its products or services able to meet all the mandatory requirements described in the bid solicitation;2. This bid is valid for the period requested in the bid solicitation;3. All the information provided in the bid is complete, true and accurate; and4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.		
Signature of Authorized Representative of Bidder	<hr/>	

ANNEX G - INTEGRITY PROVISIONS - LIST OF NAMES

In accordance with Part 5, Article 5.2 (a) – Integrity Provision – List of Names, please complete the Form below.

Complete Legal Name of Company	
Company's address	
Company's Procurement Business Number (PBN)	
Solicitation number	
Board of Directors (Use Format – first name last name) or put the list as an attachment	
1. Director	
2. Director	
3. Director	
4. Director	
5. Director	
6. Director	
7. Director	
8. Director	
9. Director	
10. Director	
Other members	
Comments	

ANNEX H - ELECTRONIC PAYMENT INSTRUMENTS

1. () Electronic Payment Instruments will be accepted for payment of invoices.

The following Electronic Payment Instrument(s) are accepted:

- () VISA Acquisition Card;
- () MasterCard Acquisition Card;
- () Direct Deposit (Domestic and International);
- () Electronic Data Interchange (EDI);
- () Wire Transfer (International Only);

2. () Electronic Payment Instruments will not be accepted for payment of invoices.

The Bidder is not obligated to accept payment by Electronic Payment Instruments.

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

N° de l'invitation - Solicitation No.
F1705-210507/A
N° de réf. du client - Client Ref. No.
F1705-210507

N° de la modif - Amd. No.
File No. - N° du dossier

Id de l'acheteur - Buyer ID
xlv242
N° CCC / CCC No./ N° VME - FMS

ANNEX I - SUBCONTRACTOR LIST

Subcontractor Name	Work Description	Values

ANNEX J - TENDER DELIVERABLES

J.1 Mandatory Tender Deliverables Checklist

The following are mandatory with the bid and the Bidder's submission will be evaluated against the requirement as defined herein. The Bidder must be determined to be compliant on each item to be considered responsive.

No	Solicitation Part	Reference	Description	Document provided
1	3	Article 3.1 Section I	Technical Bid Submission	<input type="checkbox"/>
2	3	Article 3.1 Section II, Annex B	Financial Evaluation Bid Sheet, completed	<input type="checkbox"/>
3	5	5.1.2.1	Canadian Content Certification, completed	<input type="checkbox"/>
4	Annex	Annex E-1	Evaluation plan – Mandatory Information - Proposed Vessel & Equipment List, completed and supporting documents provided	<input type="checkbox"/>

J.1.2 Supporting Deliverables

If the following documents which support the bid are not submitted with the bid they may be requested by the Contracting Authority and they must be provided within forty-eight (48) hours of the written request:

No	Solicitation Part	Reference	Description	Document provided
1	Front page	Front page	Invitation to Tender document part 1 page 1 completed and signed;	<input type="checkbox"/>
2	Part 2	Article 2.3	Former Public Servant – Competitive Bid, completed	<input type="checkbox"/>
3	Part 2	Article 2.4	Applicable Law	<input type="checkbox"/>
4	Part 3	Article 3.1.3, Annex H	Electronic Payment Instruments, completed	<input type="checkbox"/>
5	Part 5	Article 5.2.1	Integrity Provisions – Required Documentation List of the Directors of the bidder's company +	<input type="checkbox"/>
6	Part 5	Article 5.2.1	Annex G - List of Names	<input type="checkbox"/>
7	Part 5	Article 5.2.3.1	Proof of Valid Labour Agreement	<input type="checkbox"/>
8	Part 5	Article 5.2.3.2	Proof of Insurance as per Annex C or a Letter of Insurability	<input type="checkbox"/>
9	Part 5	Article 5.2.3.3	Preliminary Work Schedule	<input type="checkbox"/>
10	Part 5	Article 5.2.3.4	List Of Proposed Subcontractor	<input type="checkbox"/>
11	Part 5	Article 5.2.3.4	Worker Compensation- Letter of Good Standing	<input type="checkbox"/>
12	Part 6	Article 6.5.4	Contractor's Representative	<input type="checkbox"/>
13	Annex	Annex F	Proposal Submission Form, completed	<input type="checkbox"/>