



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
NA

SOLICITATION AMENDMENT MODIFICATION DE L'INVITATION

The referenced document is hereby revised; unless otherwise
indicated, all other terms and conditions of the Solicitation
remain the same.

Ce document est par la présente révisé; sauf indication contraire,
les modalités de l'invitation demeurent les mêmes.

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 Vessel Disposal - SEA LION VI	
Solicitation No. - N° de l'invitation FW029-210004/A	Amendment No. - N° modif. 001
Client Reference No. - N° de référence du client FW029-210004	Date 2021-09-01
GETS Reference No. - N° de référence de SEAG PW-\$XLV-242-8274	
File No. - N° de dossier XLV-1-44062 (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 2021-09-10 Heure Avancée du Pacifique HAP	
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Szczesniak, Michal	Buyer Id - Id de l'acheteur xl242
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:	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée	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

Solicitation No. - N° de l'invitation
FW029-210004/A
Client Ref. No. - N° de réf. du client
FW029-210004

Amd. No. - N° de la modif.
001
File No. - N° du dossier

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

SOLICITATION AMENDMENT 001

This Amendment is raised to revise the mandatory technical criteria found in Annex F.

The Solicitation is replaced in its entirety with the following:

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	4
1.1 INTRODUCTION.....	4
1.2 SUMMARY	4
1.3 DEBRIEFINGS	4
PART 2 - BIDDER INSTRUCTIONS	5
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	5
2.2 SUBMISSION OF BIDS.....	5
2.3 FORMER PUBLIC SERVANTS	5
2.4 ENQUIRIES - BID SOLICITATION.....	7
2.5 APPLICABLE LAWS.....	7
PART 3 - BID PREPARATION INSTRUCTIONS.....	8
3.1 BID PREPARATION INSTRUCTIONS	8
3.2 SECTION I: TECHNICAL BID	8
3.3 SECTION II: FINANCIAL BID.....	8
3.4 SECTION III: CERTIFICATIONS	8
PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION	8
4.1 EVALUATION PROCEDURES.....	9
4.2 TECHNICAL EVALUATION	9
4.3 FINANCIAL EVALUATION.....	9
4.4 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	9
4.5 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	11
PART 6 - RESULTING CONTRACT CLAUSES	13
6.1 STATEMENT OF WORK.....	13
6.2 STANDARD CLAUSES AND CONDITIONS.....	13
6.3 TERM OF CONTRACT	13
6.4 AUTHORITIES	14
6.5 PAYMENT	15
6.6 INVOICING INSTRUCTIONS	15
6.7 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	16
6.8 APPLICABLE LAWS.....	16
6.9 PRIORITY OF DOCUMENTS	16
6.10 FOREIGN NATIONALS (CANADIAN CONTRACTOR)	16
6.11 INSURANCE REQUIREMENTS	16
6.12 LICENSING.....	17
6.13 SUBCONTRACTS AND SUBCONTRACTOR LIST	17
6.14 ENVIRONMENTAL PROTECTION	17
6.15 HAZARDOUS WASTE.....	17
6.16 PROJECT SCHEDULE.....	18
6.17 OUTSTANDING WORK AND ACCEPTANCE	18
6.18 SACC MANUAL CLAUSES	18

Solicitation No. - N° de l'invitation
FW029-210004/A
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CCC No./N° CCC - FMS No./N° VME

ANNEX A - STATEMENT OF WORK	19
ANNEX B - BASIS OF PAYMENT	22
ANNEX C - INSURANCE REQUIREMENTS.....	23
ANNEX D - SUBCONTRACTOR LIST.....	26
ANNEX E - ELECTRONIC PAYMENT INSTRUMENTS	27
ANNEX F - TECHNICAL EVALUATION CRITERIA.....	28

PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- Part 1 General Information:
provides a general description of the requirement;
- Part 2 Bidder Instructions:
provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions:
provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection:
indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information:
includes the certifications and additional information to be provided;
- Part 6 Resulting Contract Clauses:
includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, and any other annexes.

1.2 Summary

The Canadian Coast Guard (CCG) Vessels of Concern (VOC) Program requires a contractor to transport, deconstruct, and dispose of the vessel "SEA LION VI" located in Maple Bay, BC. The Work must be completed by November 30, 2021.

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

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

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

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process.

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 Servants

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.

2.4 Enquiries - Bid Solicitation

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

2.6 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.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

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

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications

Bids transmitted by facsimile or hardcopy will not be accepted.

3.2 Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

3.3 Section II: Financial Bid

3.3.1 Financial Bid Presentation

Bidders must submit their financial bid in accordance with Annex B – Basis of Payment.

3.3.2 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex E - Electronic Payment Instruments, to identify which ones are accepted. If Annex E - Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices. Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.3.3 Exchange Rate Fluctuation

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

3.4 Section III: Certifications

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

PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical, management and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) The evaluation team will determine if there are two (2) or more bids with a valid Canadian content certification with the bids coming from two or more Bidders that are not affiliated within the meaning used in the Competition Act, R.S.C., 1985, c. C-34. In that event, only those bids with a valid certification will be eligible to be awarded a contract; otherwise, all bids will be eligible. If at any point in the evaluation process it is found, whether by determination of invalidity of certifications, determination that bids are non-responsive or withdrawal of bids by Bidders, that there are no longer two (2) or more responsive bids with a valid certification, then all responsive bids will be eligible to be awarded a contract. Canada may conduct the validation of Canadian content certifications at any time in the evaluation process including doing so concurrently with other steps.

4.2 Technical Evaluation

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

4.3 Financial Evaluation

4.3.1 Mandatory Financial Criteria

To be considered responsive, the Bid must, to the satisfaction of Canada, meet all requirements and provide all information required under Part 3, Section II - Financial Bid.

4.3.2 Evaluation of Price

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

4.4 Certifications and Additional Information

To be considered responsive, the Bid must, to the satisfaction of Canada, meet all requirements and provide all information required under Part 3, Section III – Certifications and Additional Information.

4.5 Basis of Selection

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

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.1.2 Canadian Content

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

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

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

The Bidder certifies that:

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

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

5.1.2.1 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#)" 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#)" list at the time of contract award.

5.2.3 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 D.

5.3 Additional Certifications Precedent to Contract Award

5.3.1 Status and Availability of Resources

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

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

provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

5.3.2 Insurance Requirements

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

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

PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation:

6.1 Statement of Work

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

6.2 Standard Clauses and Conditions

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

6.2.1 General Conditions

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

6.2.2 Supplemental General Conditions

[1031-2](#) (2012-07-16) Contract Cost Principles, and [1028](#) (2010-08-16) Ship Construction - Firm Price, apply to and form part of the Contract.

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

- (a) Wherever the term "construction" is used, substitute "disposal";
- (b) Sections 05, 09 and 12 are deleted;
- (c) In Section 11, delete "Vessel" and substitute "Work";
- (d) Delete the text for Section 10 and replace with:
"Until the completion of the Contract, the Contractor is responsible for and must pay all expenses of wharfage, towage, dockage, running lines, electric light, heating water and all other charges, fees, expenses and disbursements for or incidental to the disposal of the vessel."

6.3 Term of Contract

6.3.1 Work Period

Work must be completed no later than November 30, 2021.

The Contractor certifies that they have sufficient material and human resources allocated or available and that the above work period is adequate to both complete the known work and absorb a reasonable amount of unscheduled work.

6.4 Authorities

6.4.1 Contracting Authority

The Contracting Authority for the Contract is:

Michal Szczesniak
Public Works and Government Services Canada
Pacific Region, Acquisitions - Marine
401 - 1230 Government Street
Victoria, BC V8W 3X4
Telephone: 250-507-0647
E-mail: 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.

6.4.2 Technical Authority

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

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

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.4.3 Contractor's Representative

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

Name: _____
Telephone: _____
Email address: _____

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

Name: _____
Telephone: _____
Email address: _____

6.5 Payment

6.5.1 Basis of Payment – Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex B - Basis of Payment for a cost of \$_____. Customs duties are included and Applicable Taxes are extra.

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

6.5.2 Single Payment

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

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

6.5.3 Electronic Payment of Invoices – Contract *(if applicable)*

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

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

6.6 Invoicing Instructions

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

Invoice is to be made out to:

TBD

Electronic invoice must be sent for verification to:

TBD

Attention: Michal Szczesniak

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

6.7 Certifications and Additional Information

6.7.1 Compliance

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

6.7.2 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.

6.7.3 Canadian Content Certification *(if applicable)*

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

6.8 Applicable Laws

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

6.9 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 1031-2 (2012-07-16) Contract Cost Principles;
- (c) the supplemental general conditions 1028 (2010-08-16) Ship Construction - Firm Price, as amended;
- (d) the general conditions 2030 (2020-05-28) General Conditions - Higher Complexity - Goods;
- (e) Annex A, Statement of Work;
- (f) Annex B, Basis of Payment;
- (g) Annex C, Insurance Requirements;
- (h) Annex D, Subcontractor List;
- (i) the Contractor's bid dated _____.

6.10 Foreign Nationals (Canadian Contractor)

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

6.11 Insurance Requirements

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

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

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

6.12 Licensing

The Contractor must obtain and maintain all permits, licenses and certificates of approval required for the work to be performed under any applicable federal, provincial or municipal legislation.

The Contractor is responsible for any charges imposed by such legislation or regulations. Upon request, the Contractor must provide a copy of any such permit, license or certificate to Canada.

6.13 Subcontracts and Subcontractor List

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

The Contractor must monitor progress of subcontracted work and inform the Inspection Authority or designate on pertinent stages of work to permit inspection when considered necessary by the Inspector.

6.14 Environmental Protection

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

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

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

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

6.15 Hazardous Waste

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

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

6.16 Project Schedule

The Contractor must provide a detailed project schedule in PDF or equivalent format to the Contracting Authority and the Technical Authority no later than 7 days after award of Contract.

The Project Schedule must indicate the sequence and the completion dates of major project milestones, deliverables, and project tasks based on a contract award as "Day 0." The Project Schedule must include the Contractor's work breakdown structure, the scheduling of main activities and milestone events, and any potential problem areas involved in completing the Work.

The schedule must be regularly updated and provided to Canada's authorities to determine the progress of the Work.

6.17 Outstanding Work and Acceptance

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

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

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

6.18 SACC Manual Clauses

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

ANNEX A - STATEMENT OF WORK

1. INTRODUCTION

The Canadian Coast Guard (CCG) Vessels of Concern (VOC) Program requires the Contractor to transport, deconstruct, and dispose of the vessel "SEA LION VI" located in Maple Bay, BC.

The SEA LION VI ("Vessel") is a 130 foot long classic tug boat, built 1905 at the Charles Robertson Shipyard. Her one piece keel was cut from a 120 foot long fir log. Original Power with a McKie and Baxter, triple expansion, marine steam engine.

In 1914 she was hired as an "Immigration Boat" during the tragic confrontation between the passengers of the SS Kamagata Maru and Canadian immigration enforcement bodies of the day. SEA LION VI was refit and reconfigured several times throughout her life. Notable features include a ships whistle capable of playing a full scale and an Enterprise diesel engine. Both additions of the 1950's. The last major work is thought to have occurred at Point Hope Shipyard in 2000, after she went aground in Port Neville, BC.

The Vessel was moored at Maple Bay Marina, Maple Bay, British Columbia in 2017. At her mooring in Maple Bay, the Vessel took on an increasing starboard list. The Vessel underwent assessment by The CCG - Environmental Response (ER) Programs, and was found to pose an imminent threat to pollute and was addressed under section 180, Canada Shipping Act (CSA 2001). All reasonably accessible petroleum, fuel oil, sludge, oil refuse, and oil mixed with water were removed from the Vessel.

On completion of bulk oil removal, the Vessel was assessed by CCG-VOC and was determined to pose a significant threat to local infrastructure, environment, public safety, and economic interests, constituting a hazard as defined by sec. 27 of the Wrecked Abandoned and Hazardous Vessels Act ("WAHVA")

Despite the measures executed by CCG programs to reduce the hazard posed by this Vessel, the Vessel remains in extremely poor condition. See Appendix 1 and Appendix 4 for vessel condition details.

2. OBJECTIVE

The objective of the contract is to transport, deconstruct and dispose of the Vessel. These measures are to be undertaken in accordance with sec. 36(a) of WAHVA in order to eliminate these hazards posed by this vessel.

3. SCOPE OF WORK

The Contractor must:

- a. remove the Vessel from its current location in Maple Bay Marina (48° 47' 45" N, 123° 36' 10" W, Maple Bay, BC), utilizing a method that does not cause further damage to the environment,
- b. relocate the Vessel to the Contractor's Approved Site for complete deconstruction and disposal,
- c. take measures to mitigate the risk of fire, and of contaminated materials impacting the marine environment or the Approved Site during the transporting, deconstruction and disposal of the vessel,
- d. ensure that all pollutants, contaminated materials, waste (hazardous, controlled or not) and debris be disposed of in a manner compliant with all Federal, Provincial and Municipal laws and policies with documentation provided to substantiate this requirement. It is the Contractor's full and sole

responsibility to ensure that the aforementioned policies and laws are understood and adhered to. See Appendix 3 for Inventory of Hazardous Materials (IHM)

- e. any steel, stainless steel and aluminum or other recyclable materials on board the vessel should be recycled,
- f. all other non-recyclable materials must be disposed of in an environmentally responsible manner, in compliance with all Federal, Provincial and Municipal regulations. The Contractor must not incinerate any part of the salvage vessel or its contents,
- g. all work, including dive work if applicable, must be completed in accordance with Federal, Provincial and Municipal Regulations,
- h. provide CCG with a written report and photo documentation of the vessel disposal process from start to finish, capturing milestone events and any unanticipated events or obstacles encountered during contract work. Milestone events include, but are not limited to, the following:
 - i. removal of the Vessel from the marine environment,
 - ii. arrival at Approved Site,
 - iii. start of dismantling, and
 - iv. completion of dismantling
- i. provide detailed documentation (receipts/invoices) showing quantity and cost/revenue for disposed and recycled material, including, but not limited to, the following:
 - i. Hazardous Waste Material (solid),
 - ii. Hazardous Waste Material (liquid), and
 - iii. Scrap Metal
- j. this project must be completed by November 30, 2021.

4. CONSTRAINTS

1. If the transportation involves towing the vessel, a Tow Plan must be submitted to the Technical Authority for review prior to towing operations commencing. The towing plan must include mitigation measures including (but not limited to), the provision of emergency salvage pumps and personnel to monitor the tow and monitor for ingress of water during the tow. This Plan must be submitted in conjunction with a Transportation Plan. Refer to Appendix 2 for a "Towing Assessment" of the vessel.
2. The Transportation Plan must outline the method of rigging and removing vessel from its current location, method of containing residual pollutants/hazardous materials and method of ensuring vessel does not sink during salvage and transport. Safety during the tow must remain the number one priority.
3. The Approved Site must be approved to complete this type of work.
4. The Contractor will assume any expenses in relation to the Work. Canada assumes no responsibility for the quality or quantity of any material to be removed under this project. Any assumptions made regarding the salvage value of any and all materials under this contract are by the Contractor only. All estimates of quality and quantity of salvaged materials are to be made by the Contractor. No consideration for payment will be made to the Contractor as a result of the Contractor receiving less than assumed salvage value of any materials.

5. The Vessel must not be resold, nor be sold to a broker and must be disposed/recycled in accordance with the intent of this specification.

5. SUPPORTING TECHNICAL APPENDICES

The following reference documents are available upon request from the Contracting Authority:

- Appendix 1 – Sea Lion VI Condition Survey Rev1
- Appendix 2 – Sea Lion VI Towing Assessment Rev0
- Appendix 3 – Sea Lion VI Inventory of Hazardous Materials Rev0
- Appendix 4 – Sea Lion Condition & Seaworthiness Rev1

The Appendices are simply reference documents. Canada and the reference document authors do not take any responsibility for the accuracy, completeness or applicability of the Appendices. The Contractor is completely responsible for assessing and performing the Work in a manner appropriate for the condition of the Vessel and its contents.

6. GLOSSARY

Approved Site – The location identified in the Contractor's proposal.

Solicitation No. - N° de l'invitation
FW029-210004/A
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Buyer ID - Id de l'acheteur
xlv242
CCC No./N° CCC - FMS No./N° VME

ANNEX B - BASIS OF PAYMENT

Item	Description	Firm Price
1	All-inclusive price for the safe transportation, deconstruction, and disposal of the vessel "SEA LION VI" located in Maple Bay, BC in accordance with the Contract and all of its associated Annexes.	\$ _____
Total Firm Price		\$ _____
Currency		Canadian Dollars
Applicable Taxes are extra.		

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

ANNEX C - INSURANCE REQUIREMENTS

C.1 Commercial General Liability Insurance

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

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

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

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

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

C.2 Marine Liability Insurance

1. The Contractor must obtain protection and indemnity insurance that must include excess collision liability and pollution liability. The insurance must be placed with a member of the International Group of Protection and Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the [Marine Liability Act](#), S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by Worker's Compensation as detailed in paragraph (2.) below.
2. The Contractor must obtain worker's compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the territory or province or state of nationality, domicile, employment, having jurisdiction over such employees. If the Contractor is subject to an additional contravention, as a result of an accident causing injury or death to an

employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.

3. The protection and indemnity insurance policy must include the following:

- a. Additional insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
- b. Waiver of subrogation rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Canada Border Services Agency and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
- c. Notice of cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
- d. Cross liability and separation of insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- e. Litigation rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), R.S.C. 1985, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

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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 - ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):

- ☐ VISA Acquisition Card;
- ☐ MasterCard Acquisition Card;
- ☐ Direct Deposit (Domestic and International);
- ☐ Electronic Data Interchange (EDI).

ANNEX F - TECHNICAL EVALUATION CRITERIA

MANDATORY TECHNICAL CRITERIA

The Bid must demonstrate that it meets each mandatory technical criterion identified below with supporting documentation such as permits, licenses, certificates of qualifications, letters of authenticity from industry associations, technical brochures, as applicable.

Where supporting documentation is unavailable, the Bid must include a detailed written narrative supporting the Bidder's claim of meeting the criterion.

Canada will not make any assumptions regarding unclear or incomplete responses. Canada will only evaluate documentation provided as part of the Bid submission. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the Bid.

Failure to include supporting documentation to verify claims will render the Bid non-responsive.

The Bid must meet all mandatory technical evaluation criteria to be declared responsive.

Item	Mandatory Technical Criteria	Criteria Met / Criteria Not Met	Bid Reference	Remarks
1	Vessel Transport, Deconstruct and Disposal Experience: The Bid must demonstrate that the Bidder has managed the successful completion of two or more projects, each of which included the transportation, deconstruction and disposal of a different vessel. One of the vessels must have been greater than 50 feet in length. The Bid must include the Vessel Recovery Plan (Work Plan) for each project. At a minimum, each Vessel Recovery Plan must include:			
	(a) Description of the vessel including its name, size, condition and construction material;			
	(b) Description of the state (such as listing, beached, partially submerged, submerged) of the vessel;			
	(c) Description of mitigation measures taken to prevent contamination or pollution associated with the removal of the vessel from the marine environment;			
	(d) Description of the method(s) used to transport the vessel from the recovery site to the disposal site;			
	(e) Description of mitigation measure(s) taken to prevent contamination or pollution associated with transporting the vessel from the recovery site to the disposal site;			
	(f) Description of how and where the vessel or structure was dismantled/disposed and how and where materials were disposed of and/or recycled;			
	(g) Description of how and where possible hazardous materials were identified, assessed and disposed of if applicable; and			
	(h) Customer's name and current contact information. The bid evaluation team may contact the identified customer(s) to verify the details.			
	The Bid must indicate the start date of each vessel transportation operation.			
	The Bid must indicate the completion date of the vessel's legal disposal.			

Item	Mandatory Technical Criteria	Criteria Met / Criteria Not Met	Bid Reference	Remarks
2	Transportation Plan The Bidder must submit a Transportation Plan with their Bid that details at minimum:			
	1. Method of transporting the vessel from its current location to the deconstruction site;			
	2. Risk Mitigation measures that will be undertaken - This may include details such as provision of salvage pumps and personnel to monitor the transport and monitor for ingress of water and stability during the tow;			
	3. Environmental Protection Measures that will be undertaken during the tow, to prevent leaks or spills during transit; and			
	4. Sea state or weather restrictions that may limit the transportation operations.			
3	Work Safe BC Clearance Letter The Bidder must provide a current Clearance letter from WorkSafeBC that shows the Bidder is active and in good standing.			
4	Deconstruction Site The Bidder must identify the address of its proposed vessel deconstruction site.			