



**RETURN BIDS TO:**

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Bid Receiving - PWGSC / Réception des soumissions - TPSGC

11 Laurier St. / 11, rue Laurier  
Place du Portage, Phase III  
Core 0B2 / Noyau 0B2

Gatineau  
Quebec  
K1A 0S5

Bid Fax: (819) 997-9776

**Revision to a Request for Supply  
Arrangement - Révision à une demande  
pour un arrangement en matière  
d'approvisionnement**

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**

Marine Emergency Response Division/Division des  
Interventions en cas d'urgence maritime  
Place du Portage, Phase III  
Tower c  
11 Laurier Street, 6C2  
11, rue Laurier  
Gatineau  
Gatineau  
K1A0S5

<b>Title - Sujet</b> RFSA - Small Vessel Disposal Servi DAMA - Services d'élimination de petits bâtiments		
<b>Solicitation No. - N° de l'invitation</b> EVC01-202004/B		<b>Date</b> 2023-06-02
<b>Client Reference No. - N° de référence du client</b> EVC01-202004		<b>Amendment No. - N° modif.</b> 003
<b>File No. - N° de dossier</b> 005mer.EVC01-202004	<b>CCC No./N° CCC - FMS No./N° VME</b>	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$MER-005-29033		
<b>Date of Original Request for Supply Arrangement</b>		2023-04-03
<b>Date de demande pour un arrangement en matière d'app. originale</b>		
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Eastern Daylight Saving Time EDT <b>on - le 2023-06-20</b> Heure Avancée de l'Est HAE		
<b>Address Enquiries to: - Adresser toutes questions à:</b> Major, Andrea		<b>Buyer Id - Id de l'acheteur</b> 005mer
<b>Telephone No. - N° de téléphone</b> (403) 796-3230 ( )		<b>FAX No. - N° de FAX</b> ( ) -
<b>Delivery Required - Livraison exigée</b>		
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>		
<b>Security - Sécurité</b> This revision does not change the security requirements of the solicitation. Cette révision ne change pas les besoins en matière de sécurité de l'invitation.		

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Acknowledgement copy required</b>	<b>Yes - Oui</b>	<b>No - Non</b>
<b>Accusé de réception requis</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>The Offeror hereby acknowledges this revision to its Offer.</b> <b>Le proposant constate, par la présente, cette révision à son offre.</b>		
<b>Signature</b>	<b>Date</b>	
Name and title of person authorized to sign on behalf of offeror. (type or print) Nom et titre de la personne autorisée à signer au nom du proposant. (taper ou écrire en caractères d'imprimerie)		
<b>For the Minister - Pour le Ministre</b>		

## **SYNOPSIS OF CHANGES (Version Spring 2023):**

The synopsis provide details of the changes made to the original version of the RFSA for Small Vessel Disposal released in the Fall of 2020.

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### **GENERAL**

Epost Connect has been replaced with CPC Connect.

Removed the requirement for one third of the firm's employees to be Indigenous.

Replaced the word Aboriginal with Indigenous.

### **Part 1 – GENERAL INFORMATION**

1. Article 1.2.3 was replaced by:

1.2.3 To meet the Government of Canada's objectives of encouraging Indigenous socio-economic development through federally funded opportunities, resulting bid solicitations from this RFSA may be set aside under the Procurement Strategy for Indigenous Business (PSIB) or may include an Indigenous Participation Plan (IPP). For additional information on PSIB refer to <https://www.isc-sac.gc.ca/eng/1100100032802/1610723869356> and for additional information on the Indigenous Participation Plan refer to [\*Annex F - Indigenous Participation Component \(IPC\)\*](#).

2. The following article was added :

1.2.7 Any resulting Supply Arrangements may be used by any Government Department, Departmental Corporation or Agency, or other Crown entity described in the Financial Administration Act (as amended from time to time), and any other party for which the Department of Public Works and Government Services may be authorized to act from time to time under section 16 of the Department of Public Works and Government Services Act (each a "Client").

### **Part 2 – INSTRUCTIONS FOR SUPPLIERS**

1. 2.2 [tps-gc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tps-gc.gc.ca](mailto:tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tps-gc.gc.ca) has been replaced by [tps-gc.pareceptiondessoumissions-apbidreceiving.pwgsc@tps-gc.gc.ca](mailto:tps-gc.pareceptiondessoumissions-apbidreceiving.pwgsc@tps-gc.gc.ca)

2.Attachment 2 - Mandatory Evaluation Criteria

Stream 1 – 1.1 Now includes an option for being ISO 45001 certified instead of having to successfully completed a minimum of two (2) simple disposal projects in the last 36 months.

Stream 2 – 1.2 Now includes an option for successfully completed a minimum of five (5) vessel disposal projects of vessels with a minimum gross tonnage of 5 which the Supplier was responsible for the transportation to its yard (does not include recovery), and must be certified to ISO 45001 - Occupational Health and Safety and ISO 14001 – Environmental Management

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### **Part 3 – INSTRUCTIONS FOR THE PREPARATION OF ARRANGEMENTS**

1. The requirement to supply the attestation for Indigenous businesses with the bid has been removed from the attachment

1 – Suppliers checklist

### **Part 5 – CERTIFICATES AND ADDITIONAL INFORMATION**

1. The following paragraphs were added to the article 5.2.2 :

If requested by the Supply Arrangement Authority, the Supplier must also provide the certification at [Attachment 4 – Business Owner Certification - Set-aside for Indigenous Business](#), for each business owner.

*Failure to provide the certification(s) will impact the business being identified as a non-Indigenous business.*

*If the Supplier is not registered in the Indigenous Business Directory, it can provide the certification (Attachment 3) to the Supply Arrangement Authority at any time once registered. In reference to this RFSA, the certification is required to be considered an Indigenous Supplier.*

2. Article 5.2.3 (attestation for Indigenous enterprises) was deleted and the numbering was adjusted.

3. The 2 paragraph of the attachment 3 (contracts reserved for Indigenous businesses) was modified and the following paragraph was added.

*The Supplier must, upon request by Canada, provide all information and evidence supporting this certification. The Supplier must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Supplier must provide all reasonably required facilities for any audits.*

4. The content of the attachment 4 (attestation of an indigenous business) was replaced by an attestation from the business owner for the contracts set aside for Indigenous businesses.

### **Part 6 – SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES**

#### **A. Supply Arrangement**

1. The following paragraph was added to the clause A6.4 (Periodic usage Report) :

*Failure to provide the completed Periodic Usage Report within the required timeline may result in the suspension of the Supply Arrangement until received.*

2. The clause A6.9 (order of priority for documents\_ was revised to remove and add certain annexes.

3. The text in the clause A6.7 (identified users) was modified as follows :

The Identified Users include any government department, agency or Crown Corporation listed in Schedules I, I.1, II, III, of the Financial Administration Act, R.S.C., 1985, c. F-11, and any other party for which the Department of Public Works and Government Services may be authorized to act from time to time under section 16 of the Department of Public Works and Government Services Act (each a "Client").

4. Article 1.1.2 of the appendix 1 (supplier workplan) was modified and numbering was adjusted.

5. Appendix 2 (Quarterly usage report) was modified.

#### **B. Submission requests**

1. B6.2 – Extended the financial limit of identified users to issue bid solicitation from \$250,000 to the Identified User's Treasury Board delegated contracting limit.

2. Certain paragraphs in the article B6.2.1 (Selection of Bidders) was modified and a paragraph was added:

If the vessel is located outside the Nunavut region or an area subject to a modern treaty that contains procurement obligations, qualified Indigenous Suppliers will be invited to bid on the requirement, where practical.

*In order to be considered for any procurement set-aside, the business must be registered in the Indigenous Business Directory. The certification for Set-aside for Indigenous Business must be provided (Attachment 3).*

Step 3 - If the vessel is located outside the Nunavut region or an area subject a modern treaty that contains no procurement obligations, and where no Indigenous business can provide the service, the bid solicitation will be opened up to non-Indigenous businesses, and an Indigenous Participation Plan may be required with the Bid. Additional information on the requirement for Indigenous Participation Plans can be found in Annex F - Indigenous Participation Component.

3. Box 33 of the article B6.3.1 (Indigenous participation plan) was modified as follows:

The representative of the Identified User will indicate if an Indigenous Participation Plan is required. If "Yes" is checked, Bidders must provide with their bid, an Indigenous Participation Plan in accordance with Annex F - Indigenous Participation Component.

4. Box 34 of the article B6.3.1 (indigenous enterprises) was modified as follows:

The representative of the Identified User will indicate if the procurement is set-aside for Indigenous Businesses. If "Yes" is checked, Bidders must be registered in the Indigenous Business Directory and the Set-aside for Indigenous Business Certification (Attachment 3 of the RFSA) must have been provided to the Supply Arrangement Authority to receive the bid solicitation.

*Suppliers can register anytime and provide the certification (Attachment 3 of the RFSA) to the Supply Arrangement Authority once registered.*

5. Article B6.4.1 (Step 1 – General evaluation) was modified as follows:

1. Any other information, documentation and/or certification requested in Part 1 or applicable such as:
  - An Indigenous Participation Plan (IPP) in accordance with the instructions provided in [Annex F - Indigenous Participation Component \(IPC\)](#), if applicable.

### **C. Contract clauses**

1. Article C6.5.3 (Single payment) was modified as follows:

Canada will pay the amount to the Contractor 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; and
- (c) the Work delivered and all other requirements have been accepted by Canada.

2. The box 37 (Deliverables) of the article C6.11.1 was modified as follows:

“Final deliverables dates are firm and may only be changed with approval of the Contracting Authority Any requested revisions to the final deliverables dates must be made in writing at least two (2) days prior to the initial final deliverables date and will only be considered as a result of unforeseen circumstances beyond the contractor’s control as per General Conditions 2010C 08.. Retroactive requests for extensions will not be granted.”

3. The following article was added to the clause C6.14 (Certifications and additional information):

#### **C6.14.2 Indigenous Business Certification**

1. If the Contractor identifies as an Indigenous business, the Contractor warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Indigenous Business" detailed in Annex 9.4 of the Supply Manual.
2. The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Supply Arrangement Authority before disposing of any such records or documentation before the expiration of six years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.

3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

3.C6.18.3 (a) applies to the Contractors Pollution Liability only (b) to (g) applies to both the Contractors Pollution Liability and Contractors Professional Liability.

4.Paragraph 2 of the article C6.24.2 (Monthly report) was modified and part 3 was added as follows:

2. The periodic report must contain three parts:

Part 3: If an indigenous Participation Plan (IPP) is applicable to the requirement, the Contractor must provide the up to date [Detailed Transactions Sheet – Annex H](#) and [Indigenous Participation Certification – Annex J](#) as part of the report.

5. Paragraph 2 of the article C6.24.4 (Contract Close-Out Report) was modified and a part 3 was added as follows:

2. The progress report must contain three parts:

Part 3: If an indigenous Participation Plan (IPP) is applicable to the requirement, the Contractor must provide the up to date [Detailed Transactions Sheet – Annex H](#) and [Indigenous Participation Certification – Annex J](#) as part of the report.

6. The following clauses were added:

#### **C6.29 Indigenous Participation Component Records and Documentation**

1. The Contractor must compile records and documentation through the life of the Contract as to its level of achievement in fulfilling the commitments made under the Indigenous Participation Plan (IPP), including but not limited to the following elements:

- total hours and total dollars spent on Indigenous Employment;
- total hours and total dollars spent on Indigenous Training;
- total dollars spent on sub-contracting to firms on the Indigenous Business Directory; and
- location of contractor and sub-contractors / suppliers in an area covered by a Modern Treaty including the Nunavut Settlement Area.

2. The Contractor must keep proper records and documentation relating to the accuracy of the Indigenous Participation Component (IPC) reporting including the Detailed Transactions Sheet provided to Canada. The Contractor must not, without obtaining prior written consent of the Contracting Authority, dispose of any such records or documentation until the expiration of six (6) years after final payment under the Contract, or until settlement of all outstanding claims and disputes (if any), resulting from a dispute under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit, inspection and examination by representatives of Canada, who may make copies and take extracts. The Contractor must provide all facilities for such audits, inspections and examinations, and must furnish all such information as the representatives of Canada may from time to time require with respect to such records and documentation.

### **C6.30 Disclosure of Information – Indigenous Participation**

1. The Contractor agrees that Canada may at any time disclose the Indigenous Participation Plan (IPP) and the Detailed Transactions Sheets to third parties, including to Indigenous treaty rights-holders or their designated representatives, Parliamentary Committees, and to any independent professional contracted to determine whether the Contractor has met its contractual obligations related to the IPP. As the IPP and the Detailed Transactions Sheets could contain information regarding subcontractors and suppliers, the Contractor warrants that it has secured from its subcontractors and suppliers consents to such disclosure by Canada and will continue to obtain consent from additional subcontractors and suppliers throughout the period of the Contract. The Contractor has no right to claim against Canada, its employees, agents or servants, in relation to such disclosures of information.

2. The Contractor undertakes not to include in the IPP or in the Detailed Transactions Sheets any information that cannot be shared publicly or that could constitute private information under the [Privacy Act](#) (R.S.C., 1985, c. P-21) (e.g., name, home address, personal email, telephone number, social security number, driver license number, etc.). However, the Contractor, its subcontractors and its suppliers, must maintain such records for audit purposes in accordance with this Contract.

### **Annex A – Statement of requirement**

Article 10.3 (Indigenous Participation Plan Result) was modified as follows:

If an Indigenous Participation Plan was required with the bid, the Detailed Transactions Sheet – Annex H, in accordance with the Indigenous Participation must be provided.

*Unless there is an urgency, any change to the Indigenous Participation Plan must be pre-approved by Canada. Where there is an urgency and approval cannot be requested, the Contractor must provide written justification to Canada in the quickest delay possible. Regardless of any change, the Contractor must meet the minimum of 5% target in accordance with the Indigenous Participation Component – Annex F.*

### **Annex D - Service Request Form**

The following boxes were modified as follows:

#### **Box 37 – Deliverables**

Additional text has been added stating “Final deliverables dates are firm and may only be changed with approval of the Contracting Authority Any requested revisions to the final deliverables dates must be made in writing at least two (2) days prior to the initial final deliverables date and will only be considered as a result of unforeseen circumstances beyond the contractor’s control as per General Conditions.. Retroactive requests for extensions will not be granted.”

Solicitation No. - N° de l'invitation  
EVC01-202004/B  
Client Ref. No. - N° de réf. du client  
EVC01-202004

Amd. No. - N° de la modif.  
003  
File No. - N° du dossier  
005mer.EVC01-202004

Buyer ID - Id de l'acheteur  
005mer  
CCC No./N° CCC - FMS No./N° VME

Box 61 – Signature

A bidder's checklist will be included as part of box 61.

Service Request Form Reference	Documentation/information to be provided with the Bid	Incl. with the Bid
Service Request Form	Completed and signed Service Request Form (SRF).	<input type="checkbox"/>
Vessel Disposal Plan in accordance with Annex B of your Supply Arrangement	<ol style="list-style-type: none"><li>1. Methodology</li><li>2. Work Schedule</li><li>3. Subcontractors</li></ol>	<input type="checkbox"/>
Pricing Schedule in accordance with Annex C of your Supply Arrangement	Pricing Schedule.	<input type="checkbox"/>
Insurance in accordance with Section C6.18 of your Supply Arrangement	Insurance certificate .	<input type="checkbox"/>
Any other requested information such as: <ul style="list-style-type: none"><li>• An Indigenous Participation Plan (IPP) in accordance with the instructions provided in the Indigenous Participation Component.</li></ul>	Completed Indigenous Participation Plan, if requested on the Service Request Form.	<input type="checkbox"/>

#### **Set-aside for Indigenous Business Certification**

This annex has been removed

#### **Indigenous Business Certification**

This annex has been removed

#### **Indigenous Participation Plan (IPP)**

This annex has been replaced by the Indigenous Participation Component (IPC)

#### **Annex H – Detailed Transactions Sheet**

This annex was added

#### **Annex J – Indigenous Participation Certification**

This annex was added

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The Request for Supply Arrangements (RFSA) is divided into six parts plus attachments and annexes, as follows:

Part 1 - General Information: provides a general description of the requirement;

Part 2 - Supplier Instructions: provides the instructions applicable to the clauses and conditions of the RFSA;

Part 3 - Arrangement Preparation Instructions: provides suppliers with instructions on how to prepare the arrangement to address the evaluation criteria specified;

Part 4 - Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the arrangement and the basis of selection;

Part 5 - Certifications and Additional Information: includes the certifications and additional information to be provided; and

Part 6 - 6A, Supply Arrangement, 6B, Bid Solicitation, and 6C, Resulting Contract Clauses:

6A, includes the Supply Arrangement (SA) with the applicable clauses and conditions;

6B, includes bidder Instructions, provides the instructions, clauses and conditions applicable to the bid solicitation, the bid solicitation template and the evaluation process within the scope of the SA;

6C, includes general information, the instructions and the conditions, and the resulting contract clauses which will apply to any contract entered into pursuant to the SA.

The Annexes include the Statement of Requirement, the Vessel Disposal Plan template, the Pricing Schedule, the Supplier Identification form and other annexes.

### **1.2 Summary**

1.2.1 The Government of Canada through this Request for Supply Arrangements (RFSA), intends to establish and maintain Supply Arrangements (SAs) with suppliers to provide small vessel disposal services (recovery and transportation) of any [vessel](#) up to a maximum of 65 feet (19.81m) in length, for one or more regions/sub-regions in accordance with the [Statement of Requirement – Annex A](#).

The services includes two (2) streams:

STREAM 1 – Simple Vessel Disposal (Land based not requiring marine transportation to reach vessel)  
STREAM 2 – Vessel Disposal (Marine based, vessel in water and requiring marine transportation to reach vessel)

1.2.2 This Request for Supply Arrangements (RFSA) is to establish supply arrangements for the delivery of the requirement detailed in the RFSA to the Identified Users across Canada, including geographic areas subject to Comprehensive Land Claims Agreements (CLCAs) and the Nunavut Land Claims Agreement (NLCA).

1.2.3 To meet the Government of Canada's objectives of encouraging Indigenous socio-economic development through federally funded opportunities, resulting bid solicitations from this RFSA may be set aside under the Procurement Strategy for Indigenous Business (PSIB) or may include an Indigenous Participation Plan (IPP). For additional information on PSIB refer to <https://www.isc-sac.gc.ca/eng/1100100032802/1610723869356> and for additional information on the Indigenous Participation Plan refer to *[Annex F - Indigenous Participation Component \(IPC\)](#)*.

1.2.4 Once Supply Arrangements are issued and Canada has a requirement, the location of the vessel will determine the Bidder's Selection Process for the bid solicitation. For example, if the vessel is located in a modern treaty area, Canada's obligations under the applicable treaty will take precedence. After the location of the vessel has been verified for any Indigenous Considerations, suppliers with a Supply Arrangement capable of providing the required services in the region/sub-region where the vessel is located will be invited to submit a bid.

*Procurements will be directed to qualified [Indigenous Businesses](#) where practical and in accordance with the selection process identified herein.*

1.2.5 Any resulting bid solicitation may be subject to the provisions of the trade agreements. Certain obligations under the trade agreements may not apply where the vessel is located in Nunavut region or an area covered by a modern treaty. If a set-aside or an exception is made use of or relied upon (e.g. any measure adopted or maintained with respect to Indigenous Peoples, set-aside for minority businesses, etc.), some or all aspects of the procurement may not be subject to certain trade agreement obligations.

1.2.6 This RFSA allows suppliers to use the CPC Connect service provided by Canada Post Corporation must be used by suppliers to transmit their arrangement. Suppliers must refer to Part 2 of the RFSA entitled Supplier Instructions and Part 3 of the RFSA entitled Arrangement Preparation Instructions for further information on using this method.

1.2.7 Any resulting Supply Arrangements may be used by any Government Department, Departmental Corporation or Agency, or other Crown entity described in the Financial Administration Act (as amended from time to time), and any other party for which the Department of Public Works and Government Services may be authorized to act from time to time under section 16 of the Department of Public Works and Government Services Act (each a "Client").

### 1.3 Debriefings

Suppliers may request a debriefing on the results of the request for supply arrangements process. Suppliers should make the request to the Supply Arrangement Authority within 15 working days of receipt of the results of the request for supply arrangements process. The debriefing may be in writing or by telephone.

### 1.4 Use of an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Supply Arrangement that is issued under this solicitation, refer to Part 6, [A6.12 – Transition to an e-Procurement Solution \(EPS\)](#).

The Government of Canada's [press release](#) provides additional information.

## PART 2 – SUPPLIER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Supply Arrangements (RFSA) 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.

Suppliers who submit an arrangement agree to be bound by the instructions, clauses and conditions of the RFSA and accept the clauses and conditions of the Supply Arrangement and resulting contract(s).

The [2008, 2022-03-05](#), Standard Instructions - Request for Supply Arrangements - Goods or Services, are incorporated by reference into and form part of the RFSA.

### 2.2 Submission of Arrangements

Arrangements must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Supply Arrangements (RFSA).

Suppliers must submit their arrangement using CPC Connect.

Suppliers must register by sending an email to:

[tpsgc.pareceptiondessaoumissions-apbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.pareceptiondessaoumissions-apbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca)

*Arrangements will not be accepted if emailed directly to this email address. This email address is to be used to open a CPC Connect conversation, as detailed in Standard Instructions 2008, or to send arrangements through a CPC Connect message if the Supplier is using its own licensing agreement for CPC Connect.*

Due to the nature of the Request for Supply Arrangements, transmission of arrangements by facsimile or delivery of hard copies to PWGSC will not be accepted.

### 2.3 Former Public Servant - Notification

Service contracts awarded to former public servants in receipt of a pension or a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. Therefore, the bid solicitation will require that you provide information that, were you to be the successful bidder, your status with respect to being a former public servant in receipt of a pension or a lump sum payment, will be required to report this information on the departmental websites as part of the published proactive disclosure reports generated in accordance with Treasury Board policies and directives on contracts with former public servants, [Contracting Policy Notice 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

## 2.4 Federal Contractors Program for Employment Equity - Notification

The Federal Contractors Program (FCP) for employment equity requires that some suppliers make a formal commitment to Employment and Social Development Canada (ESDC) - Labour to implement employment equity. In the event that this Supply Arrangement would lead to a contract subject to the Federal Contractors Program (FCP) for employment equity, the bid solicitation and resulting contract templates would include such specific requirements. Further information on the Federal Contractors Program (FCP) for employment equity can be found on [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

## 2.5 Enquiries - Request for Supply Arrangements

All enquiries must be submitted in writing to the Supply Arrangement Authority no later than *ten (10) calendar days* before the Request for Supply Arrangements (RFSa) closing date. Enquiries received after that time may not be answered.

Suppliers should reference as accurately as possible the numbered item of the RFSa to which the enquiry relates. Care should be taken by suppliers 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 suppliers do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all suppliers. Enquiries not submitted in a form that can be distributed to all suppliers may not be answered by Canada.

## 2.6 Applicable Laws

The Supply Arrangement (SA) and any contract awarded under the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in the *province of Ontario*.

Suppliers may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of the arrangement, 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 Suppliers.

## 2.7 Bid Challenge and Recourse Mechanisms

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

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

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

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

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## PART 3 - ARRANGEMENT PREPARATION INSTRUCTIONS

### 3.1 Arrangement Preparation Instructions

#### 3.1.1 Electronic Submission

The Supplier must submit its arrangement electronically. Subject to article 2.2 of Part 2 above, Canada requests that the Supplier submits its arrangement in accordance with section 08 of the 2008 standard instructions as amended. The CPC Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

Canada requests that suppliers use a numbering system that corresponds to the one used for the RFSA in the preparation of their arrangement.

### 3.2 Arrangement

Suppliers must submit their arrangement in accordance with the following articles and submit the certifications and additional information required under [Part 5](#).

Suppliers are encouraged to use the [Attachment 1 – Supplier Check List](#) for the preparation of their arrangement to help ensure that all information and/or documentation are provided with their arrangement.

#### 3.2.1 Electronic Payment of Invoices

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

- VISA Acquisition Card
- MasterCard Acquisition Card
- Direct Deposit (Domestic and International)
- Electronic Data Interchange (EDI)
- Wire Transfer (International Only)
- Large Value Transfer System (LVTS) (Over \$25M)

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

#### 3.2.2 Supplier Representative

Suppliers should provide the name and contact information of the person to contact in reference to this RFSA and any resulting supply arrangement.

Name:

Title:

Telephone:

Email address:

Solicitation No. - N° de l'invitation  
EVC01-202004/B  
Client Ref. No. - N° de réf. du client  
EVC01-202004

Amd. No. - N° de la modif.  
003  
File No. - N° du dossier  
005mer.EVC01-202004

Buyer ID - Id de l'acheteur  
005mer  
CCC No./N° CCC - FMS No./N° VME

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### **3.2.3 Insurance Requirement**

Suppliers must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Supplier, if issued a supply arrangement as a result of this Request for Supply Arrangements, can be insured in accordance with the insurance requirements of [clause C6.18](#).

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

### **3.2.4 Certifications and additional information**

Suppliers must submit the certifications and additional information required under [Part 5](#).

### **3.2.5 Mandatory Evaluation Criteria**

Suppliers must provide their arrangement in accordance with the [Attachment 2 - Mandatory Evaluation Criteria](#).

*No costs/rates will be evaluated for the issuance of supply arrangements.*

### Attachment 1 – Supplier Check List

This check list is included in the Request for Supply Arrangements (RFSAs) to assist suppliers in the preparation of their arrangement. Before submitting their arrangement, suppliers should use this check list to help ensure all documentation and/or information are provided with their arrangement prior to the RFSAs closing date.

Suppliers are not required to provide this check list with their arrangement.

RFSAs Ref.	Documentation/information to be included with the Arrangement	Incl. with Arrangement
General	Cover page of the RFSAs and all amendments are signed and included with the arrangement.	<input type="checkbox"/>
Part 2 – 2.6 Applicable Laws	Indicate applicable laws of another province or Canadian territory, if desired.	<input type="checkbox"/>
Part 3 – 3.2.1 Electronic Payment of invoices	Indicate acceptable method of payment, if desired.	<input type="checkbox"/>
Part 3 – 3.2.2 Supplier Representative	Name and contact information of the Supplier or its representative.	<input type="checkbox"/>
Part 3 – 3.2.4 Insurance Requirement	Letter from insurance broker or insurance company authorized to do business in Canada.	<input type="checkbox"/>
Attachment 2 – Mandatory Evaluation Criteria	All information, documentation and certificates as requested.	<input type="checkbox"/>
Part 5 – 5.1.1 Integrity Provisions – Declaration of Convicted Offences	Declaration of convicted offences form, if applicable.	<input type="checkbox"/>
Part 5 – 5.2.1 Integrity Provisions - Required Documentation	List of names as per the Ineligibility and Suspension Policy, Article 17.	<input type="checkbox"/>
Part 5 – 5.2.2 Set-aside for Indigenous Business	Set-aside for Indigenous Business Certification – Attachment 3, if applicable.	<input type="checkbox"/>
Part 5 – 5.2.6 Former Public Servant	Former Public Servant Declaration form – Attachment 5, if applicable.	<input type="checkbox"/>

*If some of the information/documentation is missing, the Supplier will have to provide by the deadline specified by the Supply Arrangement Authority (typically within 48 hours).*

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## Attachment 2 – Mandatory Evaluation Criteria

Suppliers must meet the following mandatory evaluation criteria.

### 1. EXPERIENCE

Suppliers may qualify to provide the services for Stream 1 and/or Stream 2.

*A maximum of 2 pages (using 10pt minimum) must be submitted (for each Stream). Suppliers that submit additional pages may be asked to reduce the content before the evaluation can be completed.*

#### 1.1 STREAM 1

To be issued a Supply Arrangement to provide the services associated with STREAM 1 – Simple Vessel Disposal (Land based, not requiring marine transportation to reach vessel), the Supplier must:

- a) have successfully completed a minimum of two (2) *simple disposal projects*<sup>1</sup> in the last 36 months (from September 2018 to now); or
- b) must be certified to ISO 45001 – Occupational Health and Safety and ISO 14001 – Environmental Management.

For (a): The Supplier must provide with its arrangement the Work Plan of two disposal projects successfully completed within the last 36 months.

The plans must include waste management and disposal procedures used, and should include:

- (a) sequence plan for the completed projects including the procedures used for the handling of any hazardous materials and how each were disposed of or recycled in an environmental sound manner;
- (b) schedule from the start to completion of the project;
- (c) description of the Work completed by subcontractors. Details must include the name of the subcontractors;
- (d) if the Work was completed in an enclosed area, description of the procedures to monitor conditions related to the safety of workers (i.e., air quality monitoring, ventilation procedures, fire and first aid procedures);
- (e) details of the equipment used for the project including any environmental protection measures; and
- (f) details of any incident (environmental and safety) and how it was handled.

For (b): The Supplier must provide a copy of its ISO 45001 – Occupational Health and Safety and ISO 14001 – Environmental Management certificates.

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<sup>1</sup> A simple disposal project is defined as the recovery and disposal of a vessel; or building/structure demolition and disposal; or vehicle salvage/disposal. Include the activity of transporting in whole or in part, a vessel, a building/structure or a vehicle to a waste/recycling facility for triage and proper handling in an environmentally sound manner.

## 1.2 STREAM 2

To be issued a Supply Arrangement to provide the services associated with STREAM 2 – Vessel Disposal (Marine based, vessel in water and requiring marine transportation to reach vessel), the Supplier must have successfully completed in the last 36 months (from September 2018 to now) one of the following:

- a) successfully completed a minimum of two *vessel disposal projects*<sup>2</sup> (includes recovery); or
- b) successfully managed all phases of two *vessel disposal projects*<sup>2</sup> (includes recovery); or
- c) successfully completed a minimum of five (5) vessel disposal projects of vessels with a minimum gross tonnage of 5 which the Supplier was responsible for the transportation to its yard (does not include recovery), and must be certified to ISO 45001 - Occupational Health and Safety and ISO 14001 – Environmental Management; or
- d) a combination of the three, (a), (b) and/or (c).

The Supplier must provide with its arrangement the Work Plan of two projects successfully completed/ managed within the last 36 months (from September 2018 to now).

For (a) and (b): The vessels must have been either beached, partially submerged or submerged and have required marine based ( from the water) recovery procedures and speciality marine recovery equipment to re-float, stabilize, remove and/or transport the vessel(s). At a minimum, the Work Plan example should include:

- i. description of the vessel including length, construction material and state (sunken, ashore, intact, in pieces, etc.).
- ii. sequence plan used for recovering the vessel including the procedures to remove liquids and securing lose items for its transportation;
- iii. schedule from the start of the project to project completion;
- iv. description and general work plan for the completed project including procedures used for recovering and/or refloating and/or stabilizing the vessel, the procedures to remove liquids and securing lose items and the procedures used for the handling of general waste, recyclables and any hazardous materials and how each were disposed of or recycled according to local regulations.
- v. description of the Work completed by subcontractors. Details must include the name of the subcontractors;
- vi. description of the procedures to monitor conditions related to the safety of workers during the completion of the Work;
- vii. details of the equipment used for recovery including the transportation of the vessel; and
- viii. details of any incident (environmental/safety) and how it was handled.

*The same Work Plans may be provided to demonstrate compliance for both Streams, if they adequately addresses all elements of required experience for both Streams.*

For (c): The vessels must have had a minimum gross tonnage of 5 and have required marine based (from the water) transportation to the Supplier's yard and lifting (complete vessel or sections) with speciality marine equipment. At a minimum, the Work Plan examples should include:

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<sup>2</sup> A vessel disposal project is defined as the recovery and disposal of a vessel that required the use of marine transportation to reach the vessel. Include the activity of transporting in whole or in part a vessel to a waste/recycling facility for triage and proper handling in an environmentally sound manner.

- i. description of the vessel including length, construction material and state (sunken, ashore, intact, in pieces, etc.);
- ii. sequence plan used to transport, lift and dismantle the vessel including the procedures to remove liquids and securing loose items for its transportation;
- iii. schedule from the start of the project to project completion;
- iv. description and general work plan for the completed project including procedures used to transport, stabilise and lift the vessel, the procedures to remove liquids and securing loose items and the procedures used for the handling of general waste, recyclables and any hazardous materials and how each were disposed of or recycled according to local regulations;
- v. description of the Work completed by subcontractors. Details must include the name of the subcontractors;
- vi. details of the processes/procedures to monitor conditions related to the safety of workers (i.e., air quality monitoring, ventilation procedures, fire and first aid procedures);
- vii. details of any incident (environmental/safety) and how it was handled; and

The Supplier must also provide a copy of its ISO 45001 - Occupational Health and Safety and ISO 14001 – Environmental Management certificates.

For (d): The Supplier must provide the documentation requested for the chosen combination.

## **2. CAPABILITY**

Suppliers must provide their Supplier Work Plan in accordance with [Appendix 1 – Supplier Work Plan](#).

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## PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- (a) arrangements will be assessed in accordance with the entire requirement of the Request for Supply Arrangements;
- (b) an evaluation team composed of representatives of Canada will evaluate the arrangements.

#### 4.1.1 Mandatory Evaluation Criteria

All mandatory evaluation criteria are included in the [Attachment 2 – Mandatory Evaluation Criteria](#).

#### 4.1.2 Financial Evaluation

No cost/rate will be evaluated for the issuance of a supply arrangements.

### 4.2 Basis of Selection

In order to be issued a supply arrangement, the arrangement must, to the satisfaction of Canada, comply with the requirements of the Request for Supply Arrangements and meet all mandatory evaluation criteria of [Attachment 2 – Mandatory Evaluation Criteria](#).

*A mandatory requirement is described using the words "shall", "must", "will" "is required" or "is mandatory".*

### 4.3 Financial Viability

ID	Title – SACC Manual Clause(s)	Eff. Date
S0030T	Financial Viability	2014-11-27

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

Suppliers must provide the required certifications and additional information to be issued a supply arrangement.

The certifications provided by suppliers to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an arrangement non-responsive, or will declare a supplier in default if any certification made by the Supplier is found to be untrue whether made knowingly or unknowingly during the arrangement evaluation period, or during the period of any supply arrangement arising from this RFSA and any resulting contracts.

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

### **5.1 Certifications Required with the Arrangement**

Suppliers must submit the following duly completed certifications as part of their arrangement.

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

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

### **5.2 Certifications Precedent to the Issuance of a Supply Arrangement and Additional Information**

The certifications and additional information listed below should be submitted with the arrangement, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Supply Arrangement Authority will inform the Supplier 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 arrangement non-responsive.

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

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

#### **5.2.2 Set-aside for Indigenous Business**

Where practical, procurements may be set aside under the federal government Procurement Strategy for Indigenous Business (PSIB). For more information on Indigenous business requirements of the Set-aside Program for Indigenous Business see [Annex 9.4](#) of the Supply Manual.

To be considered for any procurement set-aside under the Procurement Strategy for Indigenous Business (PSIB), suppliers must provide the Indigenous Business Certification at [Attachment 3 – Set-Aside for Indigenous Business Certification](#) and be registered in the [Indigenous Business Directory](#).

If requested by the Supply Arrangement Authority, the Supplier must also provide the certification at [Attachment 4 – Business Owner Certification - Set-aside for Indigenous Business](#), for each business owner.

*Failure to provide the certification(s) will impact the business being identified as a non-Indigenous business.*

*If the Supplier is not registered in the Indigenous Business Directory, it can provide the certification (Attachment 3) to the Supply Arrangement Authority at any time once registered. In reference to this RFSA, the certification is required to be considered an Indigenous Supplier.*

### 5.2.3 Education and Experience

The Supplier certifies that all the information provided in the résumés or the information submitted with the arrangement, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Supplier to be true and accurate.

### 5.2.4 Workers Compensation Certification – Letter of Good Standing

The Supplier must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Supplier must provide within five (5) days following a request from the Supply Arrangement Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Supplier's good standing account. Failure to comply with the request may result in the arrangement being suspended or cancelled.

### 5.2.5 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, suppliers must provide the [Attachment 5 – Former Public Servant Declaration](#) with their arrangement. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of arrangements is completed, Canada will inform the Supplier 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 arrangement 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.

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File No. - N° du dossier  
005mer.EVC01-202004

Buyer ID - Id de l'acheteur  
005mer  
CCC No./N° CCC - FMS No./N° VME

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“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 Participation 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.

#### **5.2.6 Communication**

The Supplier, its employees and subcontractors must be capable of communicating, orally and in writing, in one of or in both of the official languages recognized by Canada. By submission of an arrangement, the Supplier certifies that both employees and subcontractors, are fluent in one of or in both of the official languages recognized by Canada.

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### Attachment 3 – Set-aside for Indigenous Business Certification

1. Procurements may be set aside under the federal government Procurement Strategy for Indigenous Business where practical. For more information on Indigenous business requirements of the Set-aside Program for Indigenous Business see [Annex 9.4](#), of the Supply Manual.
2. Suppliers registered in the Directory to Indigenous Business must provide the following Certification to be considered for any procurement set-aside.
3. The Supplier:
  - (a) certifies that it meets, and will continue to meet throughout the duration of the Arrangement, the requirements described in the above-mentioned annex;
  - (b) agrees that any subcontractor it engages under the Arrangement must satisfy the requirements described in the above-mentioned annex; and
  - (c) agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
4. The Supplier must check one applicable box below:

( ) The Supplier is an Indigenous business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization. At least 51 per cent of the firm is owned and controlled by Indigenous people.

Or

( ) The Supplier is either a joint venture consisting of two or more Indigenous businesses or a joint venture between an Indigenous business and a non-Indigenous business. At least 51 per cent of the joint venture is owned and controlled by an Indigenous business or businesses and 33 per cent of the value of the work will be performed by the Indigenous business.
5. The Supplier must, upon request by Canada, provide all information and evidence supporting this certification. The Supplier must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Supplier must provide all reasonably required facilities for any audits.
6. By submitting an arrangement, the Supplier certifies that the information submitted by the Supplier in response to the above requirements is accurate and complete.

*The Supplier must, upon request by Canada, provide all information and evidence supporting this certification. The Supplier must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Supplier must provide all reasonably required facilities for any audits.*

Solicitation No. - N° de l'invitation  
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EVC01-202004

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002  
File No. - N° du dossier  
005mer.EVC01-202004

Buyer ID - Id de l'acheteur  
005mer  
CCC No./N° CCC - FMS No./N° VME

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**Attachment 4 – Business Owner Certification - Set-aside for Indigenous Business**

I am an owner of \_\_\_\_\_ (*insert name of business*), and an Indigenous person, as defined in [Annex 9.4](#) of the *Supply Manual* entitled "Requirements for the Set-aside Program for Indigenous Business".

I certify that the above statement is true and consent to its verification upon request by Canada..

\_\_\_\_\_  
Printed name of owner

\_\_\_\_\_  
Signature of owner

\_\_\_\_\_  
Date

*If requested by the Supply Arrangement Authority, the Supplier must provide this certification for each owner who is Indigenous within the timeline prescribed by the Supply Arrangement Authority.*

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### Attachment 5 – Former Public Servant Declaration

#### 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 Participation 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 Supplier a FPS in receipt of a pension?

Yes ( ) No ( )

If so, the Supplier 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, suppliers agree that, should it be the successful Bidder to a bid solicitation and, its 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](#).

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Work Force Adjustment Directive

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

Yes ( )      No ( )

If so, the Supplier 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.

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## PART 6 – SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES

### A. SUPPLY ARRANGEMENT

#### A6.1 Arrangement

The Supply Arrangement covers the Work described in the [Statement of Requirement \(SOR\) – Annex A](#).

#### A6.2 Security Requirements

Any security requirements and applicable clauses will be added to the bid solicitation.

#### A6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Supply Arrangement and resulting contract(s) 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.

##### A6.3.1 General Conditions

[2020](#), *2020-07-01*, General Conditions – Supply Arrangement – Goods or Services, apply to and form part of the Supply Arrangement.

#### A6.4 Periodic Usage Reports

The Supplier must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Supply Arrangement. This data must include all purchases paid for by a Government of Canada Acquisition Card.

The Supplier must provide this data in accordance with the reporting requirements detailed in [Appendix 2 – Quarterly Usage Report](#). If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Supplier must still provide a "NIL" report.

The quarterly reporting periods are defined as follows:

- 1<sup>st</sup> quarter April 1 to June 30
- 2<sup>nd</sup> quarter July 1 to September 30
- 3<sup>rd</sup> quarter October 1 to December 31
- 4<sup>th</sup> quarter January 1 to March 31

The data must be submitted to the Supply Arrangement Authority no later than 15 calendar days after the end of the reporting period.

*The requested information in the Quarterly Usage Report is subject to change between reporting periods. A revised report template may be provided to suppliers.*

*Failure to provide the completed Periodic Usage Report within the required timeline may result in the suspension of the Supply Arrangement until received.*

## **A6.5 Term of Supply Arrangement**

### **A6.5.1 Period of the Supply Arrangement**

The Supply Arrangement has no defined end-date and will remain valid until such time as Canada no longer considers it to be advantageous to use it. If cancelled, a notice to notify suppliers will be published on the Government Electronic Tendering Service (GETS).

The period for awarding contracts under the Supply Arrangement will begin after the issuance of the Supply Arrangement.

### **A6.5.2 Land Claims Agreements**

The Supply Arrangement (SA) is for the delivery of the requirement detailed in the Supply Arrangement to the Identified Users across Canada, including areas subject to Modern treaties.

## **A6.6 Authorities**

### **A6.6.1 Supply Arrangement Authority**

The Supply Arrangement Authority is:

Andrea Major, Supply Team Leader  
Public Services and Procurement Canada (PSPC)  
Acquisitions Branch  
Marine Navigation and Remediation Division  
Place du Portage, Phase III  
11 Laurier Street  
Gatineau, Québec K1A 0S5

Telephone: 403-796-3230

E-mail address: Andrea.major@tpsgc-pwgsc.gc.ca

The Supply Arrangement Authority is responsible for the issuance of the Supply Arrangement, its administration and its revision, if applicable.

### **A6.6.2 Supplier Representative (will be inserted at the issuance of the SA)**

The following is the contact person for all matter relating to the RFSA:

Name:

Title:

Telephone:

Email address:

## A6.7 Identified Users

The Identified Users include any government department, agency or Crown Corporation listed in Schedules I, I.1, II, III, of the Financial Administration Act, R.S.C., 1985, c. F-11, and any other party for which the Department of Public Works and Government Services may be authorized to act from time to time under section 16 of the Department of Public Works and Government Services Act (each a "Client").

## A6.8 On-going Opportunity for Qualification

New suppliers may request to be qualified on an on-going basis in accordance with the requirements of the RFSA including the mandatory technical criteria.

*The Bidder must allow at least 72 hours to the Supply Arrangement Authority to complete the pre-qualification.*

A notice will be posted approximately once a year after issuance of the Supply Arrangements on the Government Electronic Tendering Service (GETS). Existing qualified suppliers, who have been issued a supply arrangement, will not be required to submit a new arrangement but will have to ensure that any new requirements are met. Supply arrangements may be suspended or cancelled if new requirements are not met by Suppliers.

## A6.9 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 the Supply Arrangement;
- (b) the General Conditions 2020, (2022-12-01, Supply Arrangement – Goods or Services);
- (c) Annex A – Statement of Requirement;
- (d) Appendix 1– Supplier Work Plan;
- (e) Annex B – Vessel Disposal Plan;
- (f) Annex C – Pricing Schedule;
- (g) Annex D – Service Request form;
- (h) Annex E – Unscheduled Work Request form;
- (i) Annex F – Indigenous Participation Component (IPC);
- (j) Annex G– Time and Material Report;
- (k) Annex H – Detailed Transactions Sheet;
- (l) Annex J – Indigenous Participation Certification;
- (m) Appendix 2 – Quarterly Usage Report; and
- (n) the Supplier's arrangement dated \_\_\_\_\_ *(will be inserted at the issuance of the SA)*.

## A6.10 Certifications and Additional Information

### A6.10.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Supplier in its arrangement or precedent to issuance of the Supply Arrangement (SA), and the ongoing cooperation in providing additional information are conditions of issuance of the SA and failure to comply, will indicate that

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the Supplier no longer meets the required qualifications of the Supply Arrangement. Certifications are subject to verification by Canada during the entire period of the SA and of any resulting contract that would continue beyond the period of the SA.

#### **A6.10.2 Updates and Renewal**

Once approved by Canada, the Supplier Work Plan must be monitored and updated on an on-going basis to reflect any change to applicable Canadian regulations, standards and guidelines, or if the business processes, procedures or practice used to conduct the Work subject to any resulting contract in a way that still meet the mandatory requirements of the Supply Arrangement.

The Supplier must provide to the Supply Arrangement Authority all new, updated and/or renewals of the Supplier Work Plan during the period of the SA and of any resulting contract that would continue beyond the period of the SA.

#### **A6.10.3 Permits, Licenses and Certificates**

The Supplier must obtain and maintain all permits, licenses and certificates of approval required for the Work to be performed under any applicable Canadian federal, provincial/territorial or municipal legislation.

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

#### **A6.11 Applicable Laws *(will be inserted at the issuance of the SA)***

The Supply Arrangement (SA) and any contract resulting from the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province/territory of \_\_\_\_\_.

#### **A6.12 Transition to an e-Procurement Solution (EPS)**

During the period of the Supply Arrangement, Canada may transition to an EPS for more efficient processing and management of individual contracts for any or all of the SA's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Supplier with at least a three-month notice to allow for any measures necessary for the integration of the Supply Arrangement into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Supplier chooses not to provide the supply arrangement of their goods or services through the e-procurement solution, the Supply Arrangement may be set aside by Canada.

---

## Appendix 1 – Supplier Work Plan

Suppliers must provide with their arrangement, their Supplier Work Plan in accordance with the following. The same naming convention and numbering structure should be used.

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*If the Supplier is issued a supply arrangement, the approved Supplier Work Plan will be attached to the Supply Arrangement as Appendix 1.*

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## SUPPLIER WORK PLAN

### 1. WORK MANAGEMENT

#### 1.1 Supplier Identification

1.1.1 The Supplier Work Plan must include the following information:

- (a) the legal name of the Supplier;
- (b) the operating name of the Supplier; and
- (c) the Supplier's Procurement Business Number (PBN).

1.1.2 If applicable, the Supplier Work Plan must indicate if the Supplier is registered in the [Government of Canada's Indigenous Business Directory \(IBD\)](#). Supplier must include the [Attachment 3 – Set-aside for Indigenous Business Certification](#).

1.1.3 If the business operations of the Supplier is located within a territory covered by a modern treaty, the Supplier Work Plan must provide details on the applicable modern treaty.

*If more than one modern treaty applies, the details of all applicable treaties must be included in the Plan.*

#### 1.2 Supplier and Key Personnel Information

1.2.1 The Supplier Work Plan must include detailed information on:

- (a) the organizational structure and a detailed summary of the Supplier's experience relevant to vessel recovery/removal and waste management/disposal in accordance with Attachment 2 – Mandatory Evaluation Criteria for each Stream the Supplier would like to qualify for;
- (b) key personnel to undertake the Work must have the appropriate skills and experience for the intended job functions). The plan must identify the names, roles and responsibilities of each. At a minimum, the personnel must include a Project Manager and should include an environmental, safety and health manager, and a person trained in first aid or medical care. The key personnel must include [competent workers](#) and have the experience to conduct, at a minimum, the following:
  - i. plan the recovery/removal and transportation of the vessel in accordance with [Annex B - Vessel Disposal Plan](#) including financial planning;
  - ii. supervise the Work in accordance with the applicable Canadian Legislation listed in the Statement of Requirement;
  - iii. perform first aid or medical care;
  - iv. manage the project in an [environmental sound manner](#);
  - v. identify, label, package, safely remove, store and transport or arrange for the transportation of the hazardous materials to [Approved Site\(s\)](#).

#### 1.3 Training Program

1.3.1 The Supplier Work Plan must provide detailed information on training procedures to ensure the appropriate level of worker safety and environmental protection.

1.3.2 The program must include appropriate training for tasks and operations performed by each employees including, but not limited to, the following as applicable:

- (a) awareness and communication of information about hazardous materials;
- (b) job hazard awareness, including handling and management of hazardous materials;
- (c) personal protective equipment;
- (d) safety and health training;
- (e) environmental awareness;
- (f) spill prevention, control and countermeasures; and
- (g) first-aid awareness.

*The training program must enable workers to safely undertake all operations that they are tasked to do and ensure that all workers undertaking part of the Work have been provided with the appropriate training prior to performing any vessel disposal activities. The training program must be reviewed periodically and modified as necessary.*

#### **1.4 Record Management**

1.4.1 The Supplier Work Plan must outline the policies and procedures for retaining vital records related to the recovery/removal, transportation and disposal of each vessel. The retention of records must include, but not be limited to, laboratory analytical results if applicable, manifests, shipping documents, truck receipts, weigh scale slips, hazardous material and waste shipment records.

#### **1.5 Environmental Consideration**

1.5.1 The Supplier Work Plan must include a detailed description of how recycled materials, reusable items and wastes will be handled and/or disposed of in a safe and environmentally sound manner.

1.5.2 The Supplier Work Plan must include details of the procedures that will be used to ensure materials or wastes removed from the vessel and the recovery site for further processing and/or disposal, that they are transferred only to approved site(s).

#### **1.6 Capacity**

1.6.1 The Request for Supply Arrangement covers any vessel up to 65 feet (19.81m) in length, and in any condition and construction material. If the Supplier has any limitation, the Supplier Work Plan must provide the details.

#### **1.7 Service Area**

The Supplier Work Plan must include the following table. All region(s) and sub-region(s) where the Supplier can provide the services must be identified.

<input type="checkbox"/> Atlantic Region <input type="checkbox"/> Labrador <input type="checkbox"/> Prince Edward Island <input type="checkbox"/> New Brunswick <input type="checkbox"/> Newfoundland <input type="checkbox"/> Nova Scotia  <input type="checkbox"/> Quebec Region <input type="checkbox"/> Abitibi-Témiscamingue <input type="checkbox"/> Bas-Saint-Laurent <input type="checkbox"/> Capitale Nationale <input type="checkbox"/> Centre-du-Québec <input type="checkbox"/> Chaudière-Appalaches <input type="checkbox"/> Côte Nord <input type="checkbox"/> Estrie <input type="checkbox"/> Gaspésie <input type="checkbox"/> Îles de la Madeleine <input type="checkbox"/> Lanaudière <input type="checkbox"/> Laurentides <input type="checkbox"/> Laval <input type="checkbox"/> Mauricie <input type="checkbox"/> Montérégie <input type="checkbox"/> Montréal <input type="checkbox"/> Outaouais <input type="checkbox"/> Saguenay Lac Saint Jean	<input type="checkbox"/> Ontario Region <input type="checkbox"/> Central East <input type="checkbox"/> Central West <input type="checkbox"/> Eastern <input type="checkbox"/> Northern <input type="checkbox"/> Western  <input type="checkbox"/> Prairie and Northern Region <input type="checkbox"/> Northern Alberta (North, above 53 degrees) <input type="checkbox"/> Southern Alberta (South, below 53 degrees) <input type="checkbox"/> Northern Manitoba (North, above 53 degrees) <input type="checkbox"/> Southern Manitoba (South, below 53 degrees) <input type="checkbox"/> Northern Saskatchewan (North, above 53 degrees) <input type="checkbox"/> Southern Saskatchewan (South, below 53 degrees)  <input type="checkbox"/> Arctic Region <input type="checkbox"/> Northwest Territories <input type="checkbox"/> North of Quebec – Eeyou Istche <input type="checkbox"/> Nord du Québec – Jamésie <input type="checkbox"/> Nord du Québec – Kativik <input type="checkbox"/> Nunavut <input type="checkbox"/> Yukon	<input checked="" type="checkbox"/> Pacific Region <input type="checkbox"/> North Coast - Smith Inlet and north. Includes Queen Charlotte Sound, Haida Gwaii, all the way to Stewart <input type="checkbox"/> Vancouver Island West Coast – Cape Scott to Pachena Point Lighthouse <input type="checkbox"/> North Vancouver Island – Cape Scott to Seymour Narrows - Interior <input type="checkbox"/> Central Vancouver Island – Seymour Narrows to Bowen Island / Howe Sound / across to Nanaimo <input type="checkbox"/> South Vancouver Island – Nanaimo including Gulf Islands, Victoria) to Pachena Point Lighthouse <input type="checkbox"/> Lower Mainland – Bowen Island and Fraser River <input type="checkbox"/> Non-coastal area – Northern Interior of BC (including Prince George) <input type="checkbox"/> Non-coastal area – Southern Interior of BC (South of Prince George)
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**2. WORKER HEALTH AND SAFETY COMPLIANCE APPROACH**

**2.1 Job hazard assessment**

2.1.1 The Supplier Work Plan must include procedures to conduct a job-hazard assessment to determine the proper approach to maximizing worker safety.

2.1.2 The Supplier Work Plan must outline step-by-step methodology to be used at a recovery site to identify potential health and safety issues with the recover and preparation for transportation of the vessel.

**2.2 Gear and equipment for rigging and materials handling**

2.2.1 The Supplier Work Plan must include procedures for testing and inspecting ropes, chains, slings, hooks, chain-falls and hoisting and hauling equipment. It must further include a description of operations using cranes, machines, mobile equipment and aerial and man-lift systems and a list of qualifications required for the operators.

*If a subcontractor is to provide the services, the procedures for testing of the subcontractor must be included in the Supplier Work Plan. The Plan must identify the subcontractor.*

### **2.3 Maintenance**

2.3.1 The Supplier Work Plan must include procedures for inspection and maintenance of equipment. How these activities and the result of the inspections are tracked and recorded must be included in the Supplier Work Plan.

### **2.4 Personal protective equipment**

2.4.1 The Supplier Work Plan must include information on procedures and equipment used for the protection of employees from various risks associated with vessel recovery/removal, transportation and waste management. Respiratory protection and hearing conservation programs must be developed for all employees who could be exposed to excessive levels.

## **3. ENVIRONMENTAL COMPLIANCE APPROACH**

### **3.1 Environmental hazard assessment**

3.1.1 The Supplier Work Plan must include procedures to conduct an environmental hazard assessment to determine the proper approach to conduct vessel recovery/removal and disposal activities in an environmental sound manner.

3.1.2 The Supplier Work Plan must outline step-by-step methodology to be used at a recovery site to identify potential environmental issues with the recovery and preparation of the vessel for transportation.

### **3.2 Hazardous materials or wastes**

3.2.1 The Supplier must have established procedures to ensure that any Hazardous Materials that could be found on a vessel are, to the maximum extent possible, identified, labelled, packaged and removed by properly equipped competent workers, then stored and transported to approved site(s) for processing by licensed vehicles.

3.2.3 The details must include the description of containment and diversionary structures in place to prevent discharged of hazardous materials from contaminating soil and water.

3.2.4 The Supplier Work Plan must include procedures for weighing and tracking hazardous materials and wastes as they are removed from the vessel and transported to the approved site(s), and for managing and storing documentation, including that of subcontractors.

### **3.3 Prevention of adverse effects to the environment**

3.3.1 The Supplier Work Plan must include procedures for spill prevention, response and countermeasures. The procedures must provide proactive approaches to spill prevention and procedures to be implemented in the event of spills and at the recovery site.

3.3.2 At a minimum, the Supplier must demonstrate it possess or have access to adequate containment and spill clean-up equipment and procedures, by identifying the following:

- (a) containment and diversionary structures in place to prevent discharged;

- (b) hazardous materials from contaminating soil and water;
- (c) spill response equipment;
- (d) environmental protection measures to be implemented during recovery and transportation of the vessel;
- (e) offloading of fuels/oils and other liquids; and
- (f) spill prevention and reporting procedures.

### **3.4 Debris prevention and control**

3.4.1 The introduction of debris into the marine environment during vessel recovery/removal activities has the potential to adversely affect the environment.

3.4.2 Should Canada allow the breaking of a vessel into manageable segments at the recovery site to facilitate transportation and/or disposal, the Supplier Work Plan must include procedures to minimize the potential for debris deposition into the water or on land, including the maintenance of areas from which debris might be transported to other area and into the marine environment by wind, storm drains, tides or run-off.

### **3.5 Incident and spills reporting procedures**

3.5.1 The Supplier must have established incidents, accidents and contingency preparedness procedures as well as established spill cleaning procedure which includes safe handling operations and appropriate protective clothing.

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### Appendix 2 – Quarterly Usage Report

Supplier Name: \_\_\_\_\_

Year: 20 \_\_\_\_\_

Reporting Period:  1<sup>st</sup> Quarter  2<sup>nd</sup> Quarter  3<sup>rd</sup> Quarter  4<sup>th</sup> Quarter

Identified Users*	Contract Number	Region	Name of Contracting Authority	Final Contract Price (without tax)	Was an Indigenous Participation Plan included in the requirement? <i>(if yes, the Detailed Transactions Sheet (Annex H) must be provided with this report)</i>
Choose an item.		Choose an item.		\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
Choose an item.		Choose an item.		\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
Choose an item.		Choose an item.		\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
Choose an item.		Choose an item.		\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
Choose an item.		Choose an item.		\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
Choose an item.		Choose an item.		\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
Choose an item.		Choose an item.		\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
Choose an item.		Choose an item.		\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
Choose an item.		Choose an item.		\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
Choose an item.		Choose an item.		\$	<input type="checkbox"/> Yes <input type="checkbox"/> No

*The form may be revised and/or additional information may be requested at any time by the Supply Arrangement Authority. The Supply Arrangement Authority may be contacted for any questions related to this report.*

\*The Identified Users are the Canadian Coast Guard (CCG) and the Small Craft Harbour (SCH) from the Department of Fisheries and Oceans (DFO), Parks Canada (PC), Transport Canada (TC), Department of National Defence (DND) and others as per the clause [A6.7 – Identified Users](#).

## **B. BID SOLICITATION**

### **B6.1 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, 2022-03-29](#), Standard Instructions – Goods or Services – Competitive Requirements applies to the bid solicitation.

Subsection 3.a) of Section 01, Integrity Provisions – Bid is deleted in its entirety and replaced with the following:

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

Subsection 1. of Section 05, Submission of bids is deleted in its entirety and replaced with the following:

Canada requires that each bid, at solicitation closing date and time or upon request from the representative of the Identified User, be signed by the Bidder or the representative named in the Arrangement.

Subsection 2.d) of Section 05, Submission of bids is deleted in its entirety and replaced with the following:

- d) send its bid only to the representative of the Identified User specified in the bid solicitation (Service Request form – Part 1).

Subsection 3. of Section 05, Submission of bids is deleted in its entirety.

Section 06, Late bids is deleted in its entirety and replaced with the following:

Canada will delete bids delivered after the stipulated solicitation closing date and time.

Section 07, Delayed bids is deleted in its entirety.

Section 08, Transmission by facsimile or by CPC Connect is deleted in its entirety and replaced with the following:

Bids may only be sent electronically via email to the representative of the Identified User or the Contracting Authority when Public Services and Procurement Canada (PSPC) is conducting the procurement on behalf of the Identified User.

Subsection 2 of Section 20, Further information is deleted in its entirety.

## **B6.2 Bid Solicitation Process**

The Identified User is responsible for the bid solicitation process and the award of contracts up to their Treasury Board delegated contracting limit (applicable taxes included). Public Services and Procurement Canada (PSPC) is responsible for the bid solicitation process and the award of contracts exceeding the Identified User's contracting limit. For those requirements, the bid solicitation process (B6.2.1 and B6.2.2) and the resulting contract clauses (Part 6. C. Contract Clauses) may be changed to meet the requirements of the applicable trade agreement(s) and other contractual obligations.

*Bids will be solicited for specific requirements within the scope of the Supply Arrangement (SA) from the specific Suppliers who have been issued an SA under this Request for a Supply Arrangement.*

### **B6.2.1 Selection of Bidders**

The following steps describe the process for the selection of suppliers who have been issued a supply arrangement, to be invited to bid on a requirement:

Step 1 – If the vessel is located in the Nunavut region or within an area subject to a modern treaty that contains federal procurement obligations, qualified Suppliers will be invited to bid on the requirement in accordance with Canada's procurement obligations under the applicable agreement.

Where the vessel is located in the Nunavut region or within an area subject to a modern treaty, businesses located within the modern treaty area will be invited to bid on the requirement.

Where no business capacity exists within the area subject to a modern treaty, the bid solicitation will be opened up to all qualified bidders, and an Indigenous Participation Plan may be required with the Bid. Additional information on the requirement for Indigenous Participation Plans can be found in the [Annex F - Indigenous Participation Component](#).

Step 2 – If the vessel is located outside the Nunavut region or an area subject to a modern treaty that contains procurement obligations, qualified Indigenous Suppliers will be invited to bid on the requirement, where practical.

*In order to be considered for any procurement set-aside, the business must be registered in the [Indigenous Business Directory](#). The certification for Set-aside for Indigenous Business must be provided (Attachment 3).*

Step 3 - If the vessel is located outside the Nunavut region or an area subject a modern treaty that contains no procurement obligations, and where no Indigenous business can provide the service, the bid solicitation will be opened up to non-Indigenous businesses, and an Indigenous Participation Plan may be required with the Bid. Additional information on the requirement for Indigenous Participation Plans can be found in [Annex F - Indigenous Participation Component](#).

### **B6.2.2 Distribution of Bid Solicitation**

The bid solicitation will be sent directly to the Supplier Representatives, at the email address identified in the Supply Arrangement.

### B6.3 Bid Preparation Instructions

[Part 1](#) of the Service Request form is the bid solicitation.

[Part 2](#) of the Service Request form including the Vessel Disposal Plan, the Pricing Schedule and any other mandatory information, documentation and/or certifications requested in Part 1 is the Bidder's bid.

[Part 3](#) of the Service Request form is used to communicate the result of the evaluation and the successful bidder to all bidders, and to award the contract to the successful bidder.

*All information provided or requested on the Service Request form is referenced by a box number. For each box number, additional information and/or instructions for Bidders are provided in articles [6.3.1](#) and [6.3.2](#).*

#### B6.3.1 Solicitation document – Service Request Form Part 1

Part 1 of the Service Request form is the solicitation document. Bidders must complete Part 2 of the Service Request form and provide the [Vessel Disposal Plan](#), the [Pricing Schedule](#) and any other mandatory information, documentation and/or certification requested in Part 1 with their bid.

Failure to provide the Vessel Disposal Plan, the Pricing Schedule and any other mandatory information, documentation and/or certification will render the bid non-responsive without any further consideration.

For each of the box number identified in [Part 1](#) of the Service Request form, additional details and/or instructions for the Bidders are as follows:

-----  
Box 1 – Name of Identified User

The Identified User (IU) is the department or agency for whom the Work will be carried out under the resulting contract.

*As per the Article A6.7 of the Supply Arrangement, the Identified Users include any government department, agency or Crown Corporation listed in Schedules I, I.1, II, III, of the [Financial Administration Act](#), R.S.C., 1985, c. F-11.*

Box 2 – Solicitation Date

The representative of the Identified User will add the date of the Solicitation.

Box 3 – Solicitation number

The representative of the Identified User will add the solicitation number. Suppliers should add the solicitation number as a reference to any communication with the representative of the Identified User during the bid solicitation period until contract award.

Box 4 – Amendment

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If any changes are required to the bid solicitation during the bid solicitation period, the representative of the Identified User will indicate the amendment number associated with the changes before providing the amendment to the qualified suppliers.

#### Box 5 – Representative of the Identified User

The representative of the Identified User is the representative of the department or agency for whom the Work will be carried out under the resulting contract. The representative of the Identified User is responsible for the bid solicitation process. Suppliers may discuss administrative or technical matters of the bid solicitation with the representative of the Identified User, however the representative of the Identified User has no authority to change the information or authorize changes to the bid solicitation unless the representative of the Identified User is the same as the Project Authority. Contractual changes must be authorized by the Contracting Authority.

*The names of the Project Authority and the Contracting Authority will be added to Part 3 of the Service Request form at contract award (Box 65 and Box 68). See Contract Clauses [C6.6](#) and [C6.7](#) for the responsibilities of the Contracting and Project Authorities.*

#### Box 6 and 7 – Phone and Email

All communication during bid solicitation must be with the representative of the Identified User only. Inquiries should be made using the email address provided.

#### Box 8 – Region of Identified User

The representative of the Identified User will add the Region responsible for accepting the overall work. The regions are as follows:

- Arctic
- Atlantic
- Quebec
- Ontario
- Pacific
- Prairies and Northern
- National Capital

#### Box 9 – Section, Division or Other

The representative of the Identified User may add additional identification information for internal use only.

#### VESSEL PARTICULARS

#### Box 10 – Photograph of Vessel

A photograph of the subject vessel and the date the photograph was taken will be added. If additional photographs are available, the representative of the Identified User will indicate if they are included with the bid solicitation. Unless indicated otherwise by the representative of the Identified User, the photograph and the date the photograph was taken must be on the cover page of all deliverables delivered under any resulting contract. The statement: "Photograph taken on" must be in front of the date.

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#### Box 11 to 16 – Vessel Particulars

The representative of the Identified User will add all known information about the vessel.

#### Box 17 – Hull Construction Material

The representative of the Identified User will indicate the hull construction material. The hull construction material will help determine which suppliers, who have been issued a SA, will be provided the bid solicitation.

The hull construction materials are as follows:

- Aluminium
- Steel
- Wood
- Fiberglass, GRP, plastic
- Cement/ferrocement
- Fabric
- Iron
- Rubber
- Timber

#### Box 18 – Superstructure Construction Material

The representative of the Identified User will indicate the superstructure construction materials.

#### Box 19 – State of Vessel

The representative of the Identified User will indicate if the vessel is anchored, berthed, floating, beached, partially submerged or submerged.

#### Box 20 – Environmental Assessment

The representative of the Identified User will indicate if an environmental assessment of the surroundings of the vessel was completed and available.

#### Box 21 – Other

The representative of the Identified User may add any additional information applicable to the Work.

#### Box 22 – Distinctive features

The representative of the Identified User may provide additional information to help identify the vessel and/or plan for the Work.

#### Box 23 – Machinery and Equipment

The representative of the Identified User will provide details on any machinery and equipment might be in the vessel. If photographs are available, the representative of the Identified User will include them with the bid solicitation.

*Canada is not responsible should the machinery and equipment be different than described or missing from the vessel.*

## LOCATION OF VESSEL

### Box 24 – Location

The representative of the Identified User will add the city and/or municipality or any other available information to identify the area where the vessel is located.

### Box 25 and 26 – Latitude and Longitude

The representative of the Identified User will add the units that represent the geographic location of the vessel.

*The latitude and longitude units are provided based the best knowledge of Canada to aid the Contractor find the location of the vessel. Canada is not responsible if the units are not exact.*

### Box 27 and 28 – Accessibility of Vessel and Special Note

The representative of the Identified User will indicate if the vessel can be accessed by land, by water or if there are no known access route to the vessel. If photographs are available, the representative of the Identified User will include them with the bid solicitation.

*The accessibility of the vessel may change due to unforeseen circumstances. Canada is not responsible should the vessel shift and access changes. The Contractor is responsible to determine the best way to access the vessel and get proper authorization as required.*

### Box 29 – Safety Hazards

The representative of the Identified User will indicate any known safety hazards. The Contractor will have to make its own assessment to determine if different or additional safety hazards exist.

*Canada is not responsible to identify the hazards or for any injury that may occur during the completion of the Work including the preparation to access the vessel, as applicable.*

### Box 30 – Hazardous Materials

The representative of the Identified User will provide a list of any hazardous materials known to be on or near the vessel and if possible, estimated quantities.

*Canada is not responsible should different or additional hazardous materials be found on or near the vessel or if the estimated amount, if provided, is different than the actual amounts. The Contractor is responsible to make its own assessment and address each one accordingly.*

### INDIGENOUS CONSIDERATION

#### Box 31 – Modern treaty

The representative of the Identified User will indicate if the vessel is located within a modern treaty area. This information will help determine which qualified suppliers to invite the bid solicitation will be provided.

#### Box 32 – Details of applicable treaty

The representative of the Identified User will provide details of the applicable treaty, if applicable.

*If more than one modern treaty applies, the details of all treaties will be included.*

#### Box 33 –Indigenous Participation Plan (IPP)

The representative of the Identified User will indicate if an Indigenous Participation Plan is required. If “Yes” is checked, Bidders must provide with their bid, an Indigenous Participation Plan in accordance with [Annex F - Indigenous Participation Component](#).

#### Box 34 – Indigenous Businesses

The representative of the Identified User will indicate if the procurement is set-aside for Indigenous Businesses. If “Yes” is checked, Bidders must be registered in the [Indigenous Business Directory](#) and the Set-aside for Indigenous Business Certification (Attachment 3 of the RFSA) must have been provided to the Supply Arrangement Authority to receive the bid solicitation.

*Suppliers can register anytime and provide the certification (Attachment 3 of the RFSA) to the Supply Arrangement Authority once registered.*

### TIMELINES

*Where the Bidder has a labour agreement, or other suitable instrument, in place with its unionized labour, it must be valid for the proposed period of any resulting contract. If requested by the Contracting Authority, documentary evidence of the agreement or suitable instrument must be provided within 48 hours of the request.*

#### Box 35 – Recovery of the Vessel

The representative of the Identified User will indicate the date that the vessel must be recovered/removed from its location.

#### Box 36 – Securing or Disposing of the Vessel

The representative of the Identified User will indicate the date that the vessel must be transported/delivered to a [Secure Site](#) for holding/storage or to the [Approved Site](#) for disposal.

#### Box 37 – Deliverables

The representative of the Identified User will indicate the date that all deliverables must be provided to the Project Authority for review and approval.

Final deliverables dates are firm and may only be changed with approval of the Contracting Authority. Any requested revisions to the final deliverables dates must be made in writing at least two (2) days prior to the initial final deliverables date being reached and will only be considered as a result of unforeseen circumstances beyond the contractor's control as per General Conditions 2010C 08. Retroactive requests for extensions will not be granted.

*The Contractor must provide the draft deliverables to Canada prior to the due date. The Contractor should allow a minimum of 72 hours for Canada to review and approve the deliverables. Payment will only be made when all the deliverables are approved by Canada.*

#### REQUIREMENT

#### Box 38 – Requirement

The representative of the Identified User will indicate which Stream applies to the bid solicitation, and will indicate if paint sampling or site clean-up is required.

#### Box 39 – Vessel Transportation

The representative of the Identified User will indicate where the vessel must be transported. The vessel may be transported to the following:

- (a) Approved Site for disposal; or
- (b) Secure Site; or
- (c) Secure Site to Approved Site for disposal.

*The representative of the Identified User will indicate the address when the vessel must be transported to a Secure Site.*

#### Box 40 – Restriction(s)

The representative of the Identified User will indicate any restriction applicable to the requirement. The restrictions may include, but are not limited to:

1. Vessel division at the recovery site not allowed
2. Landfills to dispose parts of the vessel not allowed
3. Towing the vessel not allowed

#### Box 41 – Specific Requirement and Comment

The representative of the Identified User will include any specific requirement not included in the Statement of Requirement and any comment to be considered by bidders. The specific requirement may be items from the vessel to be returned to Canada.

#### Box 42 – Security

The representative of the Identified User will indicate if a security requirement applies to the requirement.

If a security requirement applies, the representative of the Identified User will include the clause applicable to the bid solicitation and to the resulting contract. Only bids of bidders meeting the security requirement will be evaluated.

#### Box 43 – Deliverable(s)

The representative of the Identified User will indicate in which format or formats (see 1 to 4 below) to deliver the deliverables, and will indicate if the deliverables must be provided in English, French or in both official languages. Specific delivery instructions may also be provided if required.

- |                              |                               |
|------------------------------|-------------------------------|
| 1. Hard copy                 | 3. Electronic copy on USB Key |
| 2. Electronic copy via email | 4. Other                      |

#### BASIS OF PAYMENT

#### Box 44 – Basis of Payment

The representative of the Identified User will identify which basis of payment applies to the requirement. The basis of payment that could apply to a requirement include:

1. Firm Price
2. Time and Material
3. Combination of Firm Price and Time and Material

If the applicable basis of payment is a combination of Firm Price and Time and Material, the representative of the Identified User will indicate the part(s) of the Work applicable to each one. The Work is divided into the following parts:

- |                     |             |
|---------------------|-------------|
| 1. Recovery/removal | 3. Disposal |
| 2. Transportation   |             |

*If the vessel and the Work required can be assessed, the representative of the Identified may chose to base the payment on firm price. If the condition of the vessel and the location are such that a firm price can't be determined, Canada may decide to have a portion or the complete work based on time and material. See Article [C6.5.1 – Basis of Payment](#) for additional information.*

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#### Box 44a – Ceiling Price/Limitation of Expenditure

For any part of the Work based on Time and Material, the representative of the Identified User will indicate if a ceiling price or limitation of expenditure applies.

*If the space is left blank, ceiling price will automatically apply.*

#### SUBMISSION OF BIDS

#### Box 45 – Bid Solicitation Closing Date

Bidders must submit their bid to the representative of the Identified User by the bid solicitation closing date.

*Bids received after this date will be deemed non-responsive without any other consideration.*

#### Box 46 – Enquiry Limit

Enquiries should be received within the time specified. Enquiries received after the specified date may not be answered.

#### **B6.3.2 Bid – Service Request Form Part 2**

Bidders must submit the duly completed and signed Part 2 of the Service Request form, the preliminary [Vessel Disposal Plan](#), the [Pricing Schedule](#), and any other mandatory information, documentation or certification requested in the bid solicitation (Part 1) by the bid solicitation closing date.

For each box number identified in [Part 2](#) of the Service Request form, additional details on the information provided and/or instructions for the Bidders are as follows:

-----  

#### Box 47 – Company Name

The Bidder must indicate the Company name which is providing a bid.

#### Box 48 to 50 – Company Representative, Email and Phone

The Bidder must indicate the name of their company representative and provide the contact information. If there is no company representative, the Bidder must provide their contact information.

*The Company representative will be the contact person should additional information or clarification be required to complete the evaluation or to provide the evaluation result. The company representative will also be the contact person for any resulting contract.*

## FINANCIAL PROPOSAL

### FIRM PRICE

If the basis of payment "Firm Price" is checked at Box 44 of the Service Request form, the Bidder must fill out Box 51 to 54 of the Service Request form as follows:

Box 51 to 53 – Subtotal, Tax and Total Firm Price

The Bidder must indicate the firm price (Canadian currency) to complete the Work described on the Service Request form in accordance with the Statement of Requirement (SOR). Tax must be shown separately.

*Any travel costs will be borne by the Contractor. The Bidder must include those costs in the bid price.*

Box 54 – Unscheduled Hourly Rate

The Bidder must propose the hourly rate that would be applied against unscheduled work, if any. The hourly rate quoted for the unscheduled work is firm, includes administrative overhead (including management fees) and profit, and must remain valid for the entire period of the Contract.

*For any travel required for the unscheduled work, the Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, and private vehicle allowances specified in Appendices B, C and D of the [National Joint Council Travel Directive](#), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel. All travel must have received prior authorization from the representative of the Identified User. All payments are subject to government audit.*

### TIME AND MATERIAL

If the basis of payment "Time and Material" is checked at Box 44 of the Service Request form, the Bidder must fill out Box 55 to 58 of the Service Request form as follows:

Box 55 – Hourly Rate

The Bidder must propose the hourly rate that will apply to the Work for the entire period of the Contract. The hourly rate is firm and includes administrative overhead costs (including management fees) and profit.

Box 56 – Approx. hours

The Bidder must provide an estimate of how many hours would be required to completed the Work based on the available information provided by the representative of the Identified User.

*If a contract is awarded, any additional hour(s) required to complete the Work must be pre-approved by the Project Authority and the Contracting Authority.*

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#### Box 57 – Total Estimated Price (taxes excluded)

The Bidder must indicate the estimated price (Canadian currency) to complete the Work described on the Service Request form in accordance with the Statement of Requirement (SOR). Taxes must be shown separately.

*The price will be adjusted as per the approved Price Schedule once the Work is completed and approved by Canada.*

*The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, and private vehicle allowances specified in Appendices B, C and D of the [National Joint Council Travel Directive](#), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel. All travel must have received prior authorization from the representative of the Identified User. All payments are subject to government audit.*

#### Box 58 – Unscheduled Hourly Rate

The Bidder must indicate the amount of taxes based on the estimated firm price.

### COMBINATION

#### Box 59 – Combination (Firm Price and Time and Material)

If the basis of payment "Combination" is checked at Box 44 of the Service Request form, Bidder must fill out Box 51 to 58.

### CERTIFICATION AND SIGNATURE

#### Box 60 – Integrity Provisions – Declaration of Convicted Offences

The Bidder must check the appropriate check box and provide any changes to the list of Directors, if any in accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy \(http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html).

#### Box 61 – Signature and Bidder's Checklist

The bid must be signed. By signing the bid, the Bidder certifies:

1. They have read and understand all the terms and conditions applicable to the Work and can performed the Work detailed in this Service Request form in accordance with the Statement of Requirement (SOR).
2. The price/rate proposed is not in excess of the lowest price charged anyone else, including the Bidder's most favored customer, for the like quality and quantity of the services.

## **Box 62 – Submission Date**

The Bidder must indicate the bid submission date. The bid submission date is the date the bid including any supporting information, documentation and/or certification is sent to the representative of the Identified User.

### **B6.3.3 Bid Solicitation Closing Date**

Bids must be submitted by the bid solicitation closing date specified on the Service Request form.

*Bids received after the bid solicitation closing date will be deemed non-responsive without any other consideration.*

### **B6.3.4 Submission of Bid**

Bids must be submitted only to the representative of the Identified User at the email address identified in Box 7 of the Service Request form. If Public Services and Procurement Canada (PSPC) is representing the Identified User, bids must be submitted to the PSPC Contracting Authority.

## **B6.4 Evaluation Procedures**

After the solicitation closing date, all bids received will be evaluated in accordance with the entire requirement of the bid solicitation.

### **B6.4.1 Phase 1 – General Evaluation**

In order to be compliant, the Bidder must provide with its bid the following, and meet all mandatory requirements.

1. Part 2 of the Service Request form signed with the date of submission
2. [Annex B - Vessel Disposal Plan](#) (preliminary)
3. [Annex C - Pricing Schedule](#)
4. [Certificate of Insurance](#)
5. Any other information, documentation and/or certification requested in Part 1 or applicable such as: An Indigenous Participation Plan (IPP) in accordance with the instructions provided in [Annex F - Indigenous Participation Component \(IPC\)](#), if applicable.
6. In accordance with the section titled Information to be provided when bidding or contracting ([Ineligibility and Suspension Policy](#)) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder any changes and revised information/documentation, as applicable.

*Canada may reject a bid if the preliminary Vessel Disposal Plan is considered unsafe or represent a risk for the environment or the health and safety of individuals.*

#### B6.4.2 Evaluation of Price

If the Bidder was found compliant in Phase 1 – General Evaluation, the evaluation of the price will be conducted in accordance with the Basis of Payment applicable to the requirement.

*The price/rate of the bid will be evaluated in Canadian dollars, applicable taxes excluded.*

##### B6.4.2.1 Firm Price

If “Firm Price” is checked at Box 44 of the Service Request form, the bid price will be evaluated as follows:

For evaluation purposes, the hourly rate provided by the Bidder for the **Unscheduled Work** will be multiplied by 10 hours\*. The result will be added to the subtotal identified by the Bidder in Box 51 of the Service Request form.

*For example (all amounts are fictional):*

	<i>Bidder 1</i>	<i>Bidder 2</i>	<i>Bidder 3</i>
<i>Firm Price (Box 51)</i>	<i>\$1,500</i>	<i>\$1,000</i>	<i>\$1,750</i>
<i>Hourly rate for unscheduled Work (Box 54)</i>	<i>\$50 x 10 hrs = \$500</i>	<i>\$35 x 10 hrs = \$350</i>	<i>\$20 x 10 hrs = \$200</i>
<i>Amount used for evaluation purposes</i>	<i>\$2,000</i>	<i>\$1,350</i>	<i>\$1,950</i>

\*10 hours is used for evaluation purpose only and in no way represents a commitment by Canada.

The responsive bid with the lowest evaluated price (as per above table) will be recommended for contract award.

##### B6.4.2.2 Time and Material

If “Time and Material” is checked at Box 44 of the Service Request form, the bid price will be evaluated as follows:

For evaluation purposes, the hourly rate provided by the Bidder in Box 55 of the Service Request form will be multiplied by 10 hours\*, and the hourly rate for unscheduled work provided by the Bidder in Box 58 of the Service Request form will be multiplied by 5 hours\*.

*For example (all amounts are fictional):*

	<i>Bidder 1</i>	<i>Bidder 2</i>	<i>Bidder 3</i>
<i>Hourly rate (Box 55)</i>	<i>\$45 x 10 hrs = \$450</i>	<i>\$25 x 10 hrs = \$250</i>	<i>\$15 x 10 hrs = \$150</i>
<i>Hourly rate for unscheduled Work (Box 58)</i>	<i>\$50 x 5 hrs = \$250</i>	<i>\$35 x 5 hrs = \$175</i>	<i>\$20 x 5 hrs = \$100</i>
<i>Amount used for evaluation purposes</i>	<i>\$700</i>	<i>\$425</i>	<i>\$250</i>

\*10 hours and 5 hours are used for evaluation purposes only and in no way represents a commitment by Canada.

The responsive bid with the lowest evaluated price (as per above table) will be recommended for award of a contract.

**B6.4.2.3 Combination (Firm Price and Time and Material)**

If “Combination” is checked at Box 44 of the Service Request form, the bid price will be evaluated as follows:

For evaluation purposes, the hourly rate provided by the Bidder will be multiplied by 10 hours\*, and the hourly rate for unscheduled work provided by the Bidder of the Service Request form will be multiplied by 5 hours\*.

*For example (all amounts are fictional):*

	<i>Bidder 1</i>	<i>Bidder 2</i>	<i>Bidder 3</i>
<i>Subtotal (Box 51)</i>	<i>\$1,500</i>	<i>\$1,000</i>	<i>\$1,750</i>
<i>Hourly rate for unscheduled Work (Box 54) – Firm Price</i>	<i>\$50 x 5 hrs = \$250</i>	<i>\$35 x 5 hrs = \$175</i>	<i>\$20 x 5 hrs = \$100</i>
<i>Hourly rate (Box 55)</i>	<i>\$45 x 10 hrs = \$450</i>	<i>\$25 x 10 hrs = \$250</i>	<i>\$15 x 10 hrs = \$150</i>
<i>Hourly rate for unscheduled Work (Box 58) – Time and Material</i>	<i>\$30 x 5 hrs = \$150</i>	<i>\$25 x 5 hrs = \$125</i>	<i>\$15 x 5 hrs = \$75</i>
<i>Amount used for evaluation purposes</i>	<i>\$2,350</i>	<i>\$1,550</i>	<i>\$2,075</i>

\*10 hours and 5 hours are used for evaluation purpose only and in no way represents a commitment by Canada.

The responsive bid with the lowest evaluated price (as per above table) will be recommended for award of a contract.

**B6.4.3 Evaluation and Contract Award – Service Request Form Part 3**

Part 3 of the Service Request form is used to communicate the result of the evaluation and the successful bidder to all bidders, and to award the contract to the successful bidder.

For each box identified in Part 3 of the Service Request form, additional details on the information provided to the Bidders are as follows:

**EVALUATION RESULT**

**Box 63 – General Evaluation**

The representative of the Identified User will indicate if the bid was found to be responsive or non-responsive.

*Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the representative of the Identified User within two (2) working days from receipt of the evaluation result. The debriefing may be in writing or by telephone.*

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File No. - N° du dossier  
005mer.EVC01-202004

Buyer ID - Id de l'acheteur  
005mer  
CCC No./N° CCC - FMS No./N° VME

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#### Box 64 – Evaluation of Price

The evaluation of price will only be completed by the evaluation team, if the bidder's bid was found responsive in Phase 1 of the evaluation. The representative of the Identified User will indicate if the bid was found to be:

- (a) the lowest priced responsive bid;
- (b) responsive bid but not the lowest priced;
- (c) non-responsive bid.

#### CONTRACT AWARD

#### Box 65 to 67 – Contracting Authority, Phone and Email

In addition of having the authority to award a contract on behalf of the Identified User, the role and responsibilities of the Contracting Authority in regard to the Contract are detailed at contract clause [C6.6](#). Depending on the Contract price, the Project Authority may be the Contracting Authority.

#### Box 68 to 70 – Project Authority, Phone and Email

In addition to being responsible for all matters concerning the technical content of the Work under the Contract, the role and responsibilities of the Project Authority in regard to the Contract are detailed at contract clause [C6.7](#).

#### Box 71 – Successful Bidder

The Contracting Authority will indicate the name of the lowest priced compliant bid.

#### Box 72 – Estimated Contract Price

The estimated price of the Contract will be added.

*If the applicable basis of payment is firm price, only unforeseen work or unscheduled work may be added to the Contract. The price will not be adjusted based on wrongful planning and forecasting of expenses.*

#### Box 73 – Contract Number

The Contract number will be added.

*The Contractor should add the Contract number as a reference to any communication with the Project Authority or the Contracting Authority. The Contract number must also appear on all deliverables.*

#### Box 74 and 75 – Signature of Contracting Authority and Contract Award Date

The period of the Contract will be from the date of contract award indicated in Box 75 of the Service Request form to the date the deliverables must be delivered in Box 37.

As soon as the Contractor receives the signed Contract, he must contact the Contracting Authority and the Project Authority to schedule the kick-off meeting to review the preliminary Vessel Disposal Plan. The Contractor must provide the final Vessel Disposal Plan to the Project Authority for final approval within 48 hours after the kick-off meeting.

#### **B6.5 Basis of Selection**

A bid must comply with all requirements of the bid solicitation and meet all mandatory evaluation criteria to be declared responsive. The responsive bid with the lowest estimated price will be awarded the Contract.

#### **B6.6 SACC Manual Clauses**

ID	Title – SACC Manual Clause(s)	Eff. date
A9125T	Valid Labour Agreement	2007-05-25

### **C. CONTRACT CLAUSES**

Once Part 3 of the Service Request form is signed by the Contracting Authority and sent to the successful bidder, the duly completed Service Request form of the successful bidder will become the Contract. The terms and conditions applicable to the Contract are as follows:

#### **C6.1 Requirement**

The Contractor must complete the Work described on the Service Request form in accordance with the Statement of Requirement, the Supplier Work Plan (Appendix 1 of the Supply Arrangement) and the Vessel Disposal Plan approved by Canada.

#### **C6.2 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.

##### **C6.2.1 General Conditions**

[2010C](#), 2022-12-01, General Conditions – Services (Medium Complexity), apply to and form part of the Contract.

[1031-2](#), 2012-07-16, General Conditions – Contract Cost Principles, apply to and form part of the Contract applies to any work not part of the firm price.

#### **C6.3 Period of Contract**

The period of the Contract is from the date of contract award (Box 75 of the Service Request form) to the date the deliverables are accepted by Canada (Box 37 of the Service Request form).

#### **C6.4 Proactive Disclosure of Contracts with Former Public Servants**

If the Contractor identified himself as a former public servant and provided 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: 2019-01](#) of the Treasury Board Secretariat of Canada.

## **C6.5 Payment**

### **C6.5.1 Basis of Payment**

#### **C6.5.1.1 Firm Price**

If the basis of payment is "Firm Price" (Box 44), the Contractor will be paid as follows:

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the amount identified in Box 72 of the Service Request form.

*Travel and living expenses, purchase of material and equipment rental, subcontractor costs, and any other costs to complete the Work are included in the firm price of the Contract.*

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

#### **C6.5.1.2 Time and Material**

If the basis of payment is "Time and Material" (Box 44), the Contractor will be paid as follows:

**TIME:** In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the hours to complete the Work in accordance with the Time and Material Report approved by Canada at the rate identified in the Contract (Box 55 of the Service Request form).

**MATERIAL** (including equipment rental): A mark-up of 10% will be applied to any material or equipment rental approved by Canada.

**SUBCONTRACTOR(S):** If the Contractor requires the services of subcontractors to completed any part of the Work, if approved by Canada, a mark-up of 5% will be applied to the price of any work completed by the subcontractor.

#### **Travel and Living Expenses**

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, and private vehicle allowances specified in Appendices B, C and D of the National Joint Council Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

All travel must have the prior authorization of the Project Authority and the Contract Authority.

All payments are subject to government audit.

### **C6.5.1.3 Combination**

If the basis of payment is "Combination" (Box 44), the Contractor will be paid as follows:

Firm Price: The "Firm Price" portion of the Work will be paid in accordance with C6.5.1.1.

Time and Material: The "Time and Material" portion of the Work will be paid in accordance with C6.5.1.2.

### **C6.5.2 Ceiling Price/Limitation of Expenditure**

If "Time and Material" or "Combination" is checked in Box 44 of the Service Request form, the following applies.

#### **C6.5.2.1 Ceiling Price**

For each part of the Work that "Ceiling Price" is checked in Box 44a of the Service Request form, Canada will not pay the Contractor for any changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor will be paid the amount identified in Box 57 of the Service Request form to complete all the Work.

#### **C6.5.2.2 Limitation of Expenditure**

1. For each part of the Work that "Limitation of Expenditure" is checked in Box 44a of the Service Request form, Canada's total liability to the Contractor under the Contract must not exceed the resulting contract price indicated in Box 57 of the Service Request form.

2. No increase in the total liability of Canada or in the price of the Work resulting from any changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- (d) when it is 75% committed, or
- (e) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

#### **C6.5.2.3 Cost Submission – Limitation of Expenditure or Ceiling Price**

1. If requested by the Contracting Authority or auditor designated by the Contracting Authority, the Contractor must submit to the Contracting Authority or the auditor as applicable, a cost submission, upon completion of the Contract or annually for multi-year contracts spanning more than one contractor fiscal year.

2. The cost submission must contain a breakdown of all applicable cost elements as detailed in the Contract and must be signed and certified accurate by the Contractor's Senior Financial Officer, unless stated otherwise in writing.

3. Supporting information for each cost element must be available in sufficient detail to allow for an in-depth audit.

### **C6.5.3 Single Payment**

Canada will pay the amount to the Contractor in accordance with the payment provisions of the Contract, if:

- (f) 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;
- (g) all such documents have been verified by Canada; and
- (h) the Work delivered and all other requirements have been accepted by Canada.

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

### **C6.5.4 Electronic Payment of Invoices**

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

### **C6.6 Contracting Authority**

The Contracting Authority is responsible for the management of the Contract. 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.

### **C6.7 Project Authority**

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

### **C6.8 Site Regulation**

The Contractor and all individual performing the Work must comply with all regulations, instructions and directives in force on the site where the Work is performed to recover and transport the vessel.

### **C6.9 Workers Compensation**

ID	Title – SACC Manual Clause(s)	Eff. date
A0285C	Workers Compensation	2007-05-25

## **C6.10 Subcontractors**

All subcontractors proposed to conduct the Work must be included in the Vessel Disposal Plan and must have been pre-approved by Canada.

If there are any changes required to the Vessel Disposal Plan before or during the Work, the Contractor must advise the Project Authority immediately to request approval to change the Plan. The Contractor must not, in any event, allow performance of the Work by unauthorized persons.

## **C6.11 Procedures for Unscheduled Work**

The following procedures must be followed to add any unscheduled work to the Contract.

If Canada decides to add unscheduled work to the scope of the Work, the Project Authority will provide the information of Part 1 of the [\*Annex E – Unscheduled Work Request Form\*](#) to the Contractor. The Contractor will fill out Part 2 and return it to the Project Authority within the timelines indicated on the Unscheduled Work Request form.

Once agreement has been reached and the form is signed by both the Project Authority and the Contracting Authority, the Unscheduled Work Request form will become the Contract Amendment which constitutes the written authorization for the Contractor to proceed with the Work.

*The Contractor must not proceed with the unscheduled work without the written authorization of the Contracting Authority. Any work performed without the Contracting Authority's written authorization will be considered outside the scope of the Contract and no payment will be made for such work.*

Canada reserves the right to negotiate the per diem rate and number of days to complete the unscheduled work.

### **C6.11.1 Unscheduled Work Request Form**

For each box number identified on the Unscheduled Work Request form, additional details on the information provided and/or instructions for the Contractor are as follows:

Box 76 – Request Number

The request number is used to track the requests for unscheduled work.

Box 77 – Contract Number

The Contract Number should be the same as identified in Box 73 of the Service Request form.

Box 78 – Name of Vessel

The Project Authority will add the name of the vessel as reference only.

Box 79 – Request Date

The Project Authority will add the date the **Unscheduled Work** form is sent to the Contractor. Part 1 should include all information as requested on the form.

**Box 80 – Reason for Unscheduled Work**

The Project Authority will add the reason the unscheduled work is required for approval purposes.

**Box 81 – Description of Unscheduled Work**

The Project Authority will define describe the Work to be completed.

**Box 82 – Specific tasks, instructions and/or comment**

In addition to completing the Work as per the **Unscheduled Work Request** form, the Contractor must complete the Work in accordance with the specific task(s), instructions and/or comments written in this section.

**Box 83 – Deliverable(s)**

The Project Authority will add the deliverable(s) that the Contractor must deliver. If applicable and if different delivery method applies, the Project Authority will indicate in which of the following methods, the deliverable(s) must be deliverable. The Project Authority will also identify if the deliverable(s) must be delivered in French, English or in both official languages, and/or any specific delivery instructions.

- (a) Hard copy and/or
- (b) Electronic copy via email
- (c) Other

**Box 84 – Completion of Work**

The Project Authority will indicate the period in which the unscheduled Work must be completed.

**Box 85 – Due Date for Deliverables**

Any deliverable must be provided by the specified date.

**Box 86 – Basis of Payment**

The Contracting Authority will indicate the basis of payment applicable to the requirement.

**Box 86a – Ceiling Price/Limitation of Expenditure**

For any part of the Work based on Time and Material, the Contracting Authority will indicate if a ceiling price or limitation of expenditure applies.

*If the space is left blank, ceiling price will automatically apply.*

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#### Box 87 - Timeline

The Project Authority will add the date the Contractor should provide the duly completed form and signed **Unscheduled Work form**.

#### PROPOSED SUBCONTRACTORS

Box 88 and 89 – Company Name and Description of Work to be completed

The Contractor must provide the name(s) and the description of work each proposed subcontractor will complete, if applicable.

#### FINANCIAL PROPOSAL

Box 90 – Pricing Schedule

The Contractor must fill out [\*Annex C - Pricing Schedule\*](#).

*Canada reserves the right to negotiate the firm price.*

#### **Firm Price**

If the Contracting Authority indicated "Firm Price" in Box 86 of the Service Request form, the Contractor must fill out the following boxes.

Box 91 to 93 – Subtotal, Tax and Total Firm Price

The Contractor must indicate the subtotal, the tax and the total firm price of its proposal.

*For any travel required for the unscheduled work, the Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, and private vehicle allowances specified in Appendices B, C and D of the [\*National Joint Council Travel Directive\*](#), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel. All travel must have received prior authorization from the representative of the Identified User. All payments are subject to government audit.*

Box 94 – Hours

The Contractor must propose the number of hours to complete the unscheduled work.

*Canada reserves the right to negotiate the number of hours proposed by the Contractor to complete the unscheduled work.*

## Time and Material

If the Project Authority indicated "Firm Price" in Box 44 of the Service Request form, the Contractor must fill out the following boxes.

### Box 95 – Hourly Rate

The Contractor must indicate the hourly rate indicated in the Contract.

*Canada reserves the right to negotiate the hourly rate charged to complete the unscheduled work.*

### Box 96 – Approximate Hours

The Contractor must propose the approximate number of hours to complete the unscheduled work.

*Canada reserves the right to negotiate the number of hours proposed by the Contractor to complete the unscheduled work. Payment will be made using the actual hours required to complete the Work approved by Canada.*

### Box 97 – Total Estimated Price

The Contractor must indicate the total estimated price excluding tax.

*For any travel required for the unscheduled work, the Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, and private vehicle allowances specified in Appendices B, C and D of the [National Joint Council Travel Directive](#), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel. All travel must have received prior authorization from the representative of the Identified User. All payments are subject to government audit.*

## Combination

### Box 98 – Combination (Firm Price and Time and Material)

If the Contracting Authority indicated "Combination" in Box 44 of the Service Request form, the Contractor must fill out the following boxes.

### Box 99 – Remarks

The Contractor should add any remark about the Work or other details provided in the Unscheduled Work Request form.

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#### Box 100 and 101 – Contractor's Signature and Date

The Contractor must date and sign the form. By signing the form, the Contractor certifies:

1. He has read and understood all the terms and conditions applicable to the Work and can perform the Work detailed in the Unscheduled Work Request form.
2. The price proposed is not in excess of the lowest price charged anyone else, including the Contractor's most favored customer, for the like quality and quantity of the services.

#### Box 102 to 104 – Approval by Project Authority, Signature and Date

Once the Project Authority is satisfied with the Contractor's proposal, they will approve, date and sign the duly completed Unscheduled Work Request form and provide it to the Contracting Authority.

*Depending on the Contract price, the Project Authority may be the Contracting Authority.*

#### Box 105 to 107 – Approval by Contracting Authority, Signature and Date

The Contracting Authority will date and sign the Contract before returning the duly completed Service Request form to the Contractor.

#### Box 108 and 109 – Previous Contract Price and Revised Contract Price

The Contracting Authority will indicate the Contract price and the revised contract price.

*The aggregate amount of the initial contract price plus the price of all amendments (unscheduled work request form) must not exceed the Identified User's Treasury Board delegated contracting limit (tax included). Anything exceeding this amount must be approved by PSPC.*

### C6.12 SACC Manual Clauses

ID	Title – SACC Manual Clause(s)	Eff. date
C0711C	Time Verification	2008-05-12
C0100C	Discretionary Audit – Commercial Goods and/or Services	2010-01-11
A9117C	T1204 - Direct Request by Customer Department	2007-11-30
A2000C	Foreign Nationals (Canadian Contractor)	2006-06-16

### C6.13 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 and accepted by Canada.

Invoices must be sent electronically to the Project Authority and the Contracting Authority.

## **C6.14 Certifications and Additional Information**

### **C6.14.1 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.

### **C6.14.2 Indigenous Business Certification (A3000C)**

1. If the Contractor identifies as an Indigenous business, the Contractor warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Indigenous Business" detailed in Annex 9.4 of the Supply Manual.
2. The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Supply Arrangement Authority before disposing of any such records or documentation before the expiration of six years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.
3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

### **C6.15 Applicable Laws**

The Contract will be interpreted and governed, and the relations between the parties determined, by the laws in force in the province/territory identified in the Supply Arrangement.

### **C6.16 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 including Part 1 of the Service Request form;
- (b) the General Conditions 2010C, 2022-12-01, General Conditions - Services;
- (c) the General Conditions 1031-2, 2012-07-16, General Conditions - Contract Cost Principles;
- (d) Annex A – Statement of Requirement;
- (e) Appendix 1 – Supplier Work Plan;
- (f) Annex B – Vessel Disposal Plan;
- (g) the Contractor's bid including Part 2 of the Service Request form (including the Price Schedule – Annex C) duly signed.

### **C6.17 Dispute Resolution**

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

### **C6.18 Insurance – Specific Requirements**

1. The Contractor must comply with the insurance requirements specified in the articles C6.18.1, C6.18.2, C6.18.3 and C6.18.4. The Contractor must maintain the required insurance coverage for the duration of the supply arrangement. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under any resulting contract.
2. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under any resulting contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.
3. The Contractor must provide a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force with its bid.
4. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

#### **C6.18.1 Commercial General Liability Insurance**

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.

The Commercial General Liability policy must include the following:

- (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
- (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.

- (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
- (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program).
- (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- (j) Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
- (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- (l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- (m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- (n) n/a
- (o) n/a
- (p) n/a
- (q) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- (r) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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.

**C6.18.2 Marine Liability Insurance** (*applies to Stream 2 only*)

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 THE IDENTIFIED USER 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.

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.

### **C6.18.3 Environmental Impairment Liability Insurance**

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

2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The Contractors Pollution Liability and Contractors Professional 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 as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
  - (b) 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.
  - (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) Storage Tank Third-Party Liability - The policy must extend to off-site third party bodily injury and property damage due to releases from storage tanks (above and below ground). Coverage must include corrective action and clean-up due to releases from storage tanks.
  - (g) 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,  
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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.

*(a) applies to the Contractors Pollution Liability only. (b) to (g) applies to both the Contractors Pollution Liability and Contractors Professional Liability.*

#### **C6.18.4 Automobile Liability Insurance**

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

2. The policy must include the following:

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

#### **C6.19 Confidentiality**

1. The Contractor must keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work, including any information that is confidential or proprietary to third parties, and all information conceived, developed or produced by the Contractor as part of the Work when copyright or any other intellectual property rights in such information belongs to Canada under the Contract. The Contractor must not disclose any such information without the written permission of Canada. The Contractor may disclose to a subcontractor any information necessary to perform the subcontract as long as the subcontractor agrees to keep the information confidential and that it will be used only to perform the subcontract.

2. The Contractor agrees to use any information provided to the Contractor by or on behalf of Canada only for the purpose of the Contract. The Contractor acknowledges that all this information remains the property of Canada or the third party, as the case may be.

3. If the Contract, the Work, or any information referred to in subsection 1 is identified as CONFIDENTIAL or PROTECTED by Canada, the Contractor must at all times take all measures reasonably necessary for the safeguarding of the material so identified, including those set out in the PWGSC Industrial Security Manual and its supplements and any other instructions issued by Canada.

#### **C6.20 Environmental Protection**

1. The Contractor and its sub-contractors engaged in the Work must carry out the Work in compliance with applicable municipal, provincial or territorial and federal environmental laws.

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

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

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

#### **C6.21 Fire Protection, Fire Fighting and Training**

Where the Work will be conducted at an Approved Facility, the Contractor must maintain in force their fire protection, firefighting and training procedures through the course of the Contract.

#### **C6.22 Diving Operations**

The Contractor must conduct any diving work in accordance with the Canada Occupational Health and Safety Regulations.

#### **C6.23 SACC Manual Clauses**

ID	Title – SACC Manual Clause(s)	Eff. date
A1009C	Work Site Access	2008-05-12

## **C6.24 Meetings and Reporting Requirements**

### **C6.24.1 Kick-off Meeting**

Within 72 hours of contract award, the Contractor must contact the Project Authority and the Contracting Authority to set-up a kick-off meeting. The meeting will take place at the Contractor's facility or as instructed by the Contracting Authority.

The kick-off meeting will be chaired by the Contracting Authority. At the meeting, Canada and the Contractor will introduce key personnel. Parties will review the contractual obligations and the preliminary Vessel Disposal Plan provided with the Bid. All concerns by Canada must be addressed by the Contractor and the Plan must be updated accordingly.

The Contractor will have five (5) days to provide the final Vessel Disposal Plan (including the project schedule) to Canada for approval by the Project Authority before work commence.

*The Vessel Disposal Plan includes the project schedule.*

Once the Vessel Disposal Plan is approved by Canada, the Contractor must keep Vessel Disposal Plan (schedule included) updated accordingly. Any change to the Plan must be immediately reported to the Project Authority and the Contracting Authority. A revised Plan must be submitted to Canada for approval before any deviation to the Work is done.

### **C6.24.2 Monthly Report**

If the Work is planned to take more than 30 calendar days, the following applies.

1. The Contractor must submit monthly progress reports, in electronic format (by email), on the progress of the Work to the Project Authority and the Contracting Authority.

2. The progress report must contain three parts:

Part 1: The Contractor must answer the following questions:

- (a) is the project on schedule?
- (b) is the project within budget?
- (c) is the project free of any areas of concern in which the assistance or guidance of Canada may be required?
- (d) is the project free of any health and safety incident?
- (e) is the project free of any environmental incident?

Each negative response must be supported with an explanation. If an incident occurred, the response must include preventive measures to ensure such incident will not occur again.

Part 2: A narrative report, brief, yet sufficiently detailed to enable the Project Authority to evaluate the progress of the Work, containing as a minimum:

- (a) a description of the progress of each task and of the Work as a whole during the period of the report. Sufficient sketches, diagrams, photographs, etc., must be included to describe the progress

- accomplished. For the dismantling phase, the progress must show the sections of the vessel (sequence), the planned start and end date, and the completion rate (%);
- (b) an explanation of any variation from the approved Vessel Disposal Plan;
  - (c) a description and quantities of reused, recycled and disposed products and materials.

*Any deviation from the Vessel Disposal Plan approved by Canada must be reported to the Contracting Authority and the Project Authority immediately as the deviation is known by the Contractor.*

Part 3: If an indigenous Participation Plan (IPP) is applicable to the requirement, the Contractor must provide the up to date [Detailed Transactions Sheet – Annex H](#) and [Indigenous Participation Certification – Annex J](#) as part of the report.

#### **C6.24.3 Progress Meeting**

If the Work is planned to take more than 30 calendar days, the following applies.

Progress meetings, chaired by the Contracting Authority, will take place at the Contractor's facility or as instructed by the Contracting Authority as and when required, generally once a month after receipt of the progress report. Interim meetings may also be scheduled. Contractor's attendees at these meetings will, as a minimum, be the Project Manager.

#### **C6.24.4 Contract Close-Out Report**

1. The Contractor must submit a contract close-out report, in electronic format (by email) to the Project Authority and the Contracting Authority.
2. The progress report must contain three parts:

Part 1: The Contractor must answer the following questions:

- (a) was the project completed on schedule?
- (b) was the project completed within budget?
- (c) was the project completed without any health and safety incident?
- (d) was the project completed without any environmental incident?

Each negative response must be supported with an explanation. If an incident occurred, the response must include preventive measures to ensure such incident will not occur again.

Part 2: A narrative report, brief, yet sufficiently detailed to enable Canada to evaluate the Work completed, containing as a minimum:

- (a) an explanation of any variation from the approved Vessel Disposal Plan;
- (b) description and quantities of hazardous material and non-hazardous material reused, recycled and disposed;
- (c) Photographs documenting the vessel recovery/removal, transportation to secure area or disposal, and copies of weigh scale slips, bills of lading and receipts, etc., for the disposal of the vessel to an approved site, as applicable.

*Any deviation from the Vessel Disposal Plan approved by Canada must be included in the Contract Close-Out Report.*

Part 3: If an indigenous Participation Plan (IPP) is applicable to the requirement, the Contractor must provide the up to date [Detailed Transactions Sheet – Annex H](#) and [Indigenous Participation Certification – Annex J](#) as part of the report.

#### **C6.25 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 Canadian 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 Canadian applicable laws or regulations and that this will not be considered to be an excusable delay.

*The Contractor must dispose of any hazardous waste removed or uncovered in the performance of the Work in accordance with any applicable law.*

#### **C6.26 Scrap and Waste Material**

Despite any other provision of the Contract, scrap and waste materials other than accountable material, derived from the Contract, will revert to the Contractor as part of the Contract Price.

#### **C6.27 Salvageable Items**

It is the Contractor's sole responsibility for determining the value of all salvageable portions of the vessel, including but not limited to: steel, main engine, generator, pumps, valves, pipes, hatches, portholes, furniture, winches, ropes, chains, anchors, cable wiring, etc.

#### **C6.28 Defence Production Act**

If the Identified User identified in Box 1 of the Service Request form is the Department of National Defence, the following clause apply to the Contract.

ID	Title – SACC Manual Clause(s)	Eff. Date
A9006C	Defence Production Act	2012-07-16

## **C6.29 Indigenous Participation Component Records and Documentation**

1. The Contractor must compile records and documentation through the life of the Contract as to its level of achievement in fulfilling the commitments made under the Indigenous Participation Plan (IPP), including but not limited to the following elements:

- total hours and total dollars spent on Indigenous Employment;
- total hours and total dollars spent on Indigenous Training;
- total dollars spent on sub-contracting to firms on the Indigenous Business Directory; and
- location of contractor and sub-contractors / suppliers in an area covered by a Modern Treaty including the Nunavut Settlement Area.

2. The Contractor must keep proper records and documentation relating to the accuracy of the Indigenous Participation Component (IPC) reporting including the Detailed Transactions Sheet provided to Canada. The Contractor must not, without obtaining prior written consent of the Contracting Authority, dispose of any such records or documentation until the expiration of six (6) years after final payment under the Contract, or until settlement of all outstanding claims and disputes (if any), resulting from a dispute under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit, inspection and examination by representatives of Canada, who may make copies and take extracts. The Contractor must provide all facilities for such audits, inspections and examinations, and must furnish all such information as the representatives of Canada may from time to time require with respect to such records and documentation.

## **C6.30 Disclosure of Information – Indigenous Participation**

1. The Contractor agrees that Canada may at any time disclose the Indigenous Participation Plan (IPP) and the Detailed Transactions Sheets to third parties, including to Indigenous treaty rights-holders or their designated representatives, Parliamentary Committees, and to any independent professional contracted to determine whether the Contractor has met its contractual obligations related to the IPP. As the IPP and the Detailed Transactions Sheets could contain information regarding subcontractors and suppliers, the Contractor warrants that it has secured from its subcontractors and suppliers consents to such disclosure by Canada and will continue to obtain consent from additional subcontractors and suppliers throughout the period of the Contract. The Contractor has no right to claim against Canada, its employees, agents or servants, in relation to such disclosures of information.

2. The Contractor undertakes not to include in the IPP or in the Detailed Transactions Sheets any information that cannot be shared publicly or that could constitute private information under the [Privacy Act](#) (R.S.C., 1985, c. P-21) (e.g., name, home address, personal email, telephone number, social security number, driver license number, etc.). However, the Contractor, its subcontractors and its suppliers, must maintain such records for audit purposes in accordance with this Contract.

Solicitation No. - N° de l'invitation  
EVC01-202004/B  
Client Ref. No. - N° de réf. du client  
EVC01-202004

Amd. No. - N° de la modif.  
002  
File No. - N° du dossier  
005mer.EVC01-202004

Buyer ID - Id de l'acheteur  
005mer  
CCC No./N° CCC - FMS No./N° VME

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**ANNEX A - STATEMENT OF REQUIREMENT**  
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## ANNEX A - STATEMENT OF REQUIREMENT

### Small Vessel Disposal Services

#### 1. INTRODUCTION

The Government of Canada is setting up Supply Arrangements with qualified suppliers for the provision of small vessel disposal services.

#### 2. SCOPE OF WORK

This Statement of Requirements covers the Work required to recover and transport to a [Secure Site](#) or an [Approved Site](#) any [vessel](#) up to a maximum of 65 feet (19.81m) in length. The Work is divided into two streams.

STREAM 1 – Simple Vessel Disposal – Land based not requiring marine transportation to reach vessel – which may include:

- A vessel that does not contain [significant](#) (amounts of hydrocarbons or hazardous materials).
- Recovery of the vessel from landward side with no or very limited on-water operations (that would not require a tug boat, spudded barge, etc.) being required.
- Land transportation (possibly by cranes, flatbed or other means) to [Secure Site](#) for holding or to an [Approved Site](#) for disposal.
- Breaking the vessel into pieces in situ to accommodate transportation (environmental considerations will be addressed at the time of the solicitation).
- Appropriate pollution containment equipment and methodology.
- Clean-up vessel related debris from the site post recovery.

STREAM 2 – Vessel Disposal - Marine based, vessel in water and requiring marine transportation to reach vessel – which may include:

- Diving services.
- Stabilization of the vessel.
- Environmental remediation - Vessel that contains [significant](#) amounts of hydrocarbons or hazardous materials as determined by the Project Authority
- Refloating, raising or lifting of vessel from a marine based (semi-submerged or submerged location)
- On-water towing/transportation component to the [Secure Site](#) or to the [Approved Site](#) for disposal.

#### 2.1 Condition of the Vessel

The condition of the vessel(s) to be recovered may be anchored/berthed, floating, beached/on land, partially submerged and submerged.

*Recovered vessels may be transported to a [Secure Site](#) for holding/storage or to an [Approved Site](#) for disposal.*

## 2.2 Vessel Construction Material

Vessels may be constructed with any of the following materials:

- Aluminium
- Steel
- Wood
- Fiberglass, Grp, Plastic
- Cement/Ferrocement
- Fabric
- Iron
- Rubber
- Timber

## 2.3 Exclusion

Vessel dismantling/ship breaking are not covered by the articles herein.

## 3. ACRONYMS

- IU Identified User  
PPE Personnel Protective Equipment

## 4. TERMINOLOGY AND DEFINITION

*“Approved Site”* – any provincially/territorially approved solid waste disposal facility, or provincially/territorially approved salvage yard or other licensed site or facility for the handling and disposal of hazardous materials or other wastes, and where the recyclable materials may be sorted into separate waste streams.

*“Competent worker”* – a person with suitable qualifications, training, and sufficient knowledge, experience and skill, for the performance of the specific work. Specifically, a competent worker may be a trained worker or a managerial employee capable of recognizing and evaluating occupational hazards, risks, and employee exposure to potentially hazardous materials or unsafe conditions in an Approved Site, and who is capable of specifying the necessary protection and precautions to be taken to eliminate or reduce those hazards, risks, or exposures.

*“Environmentally Sound Manner”* – taking all practicable steps to ensure that hazardous wastes or other wastes are managed in a manner which will protect human health and the environment against the adverse effects which may result from such wastes.

*“Hazardous material or waste”* – any material or substance which is liable to create hazards to human health and/or the environment. Hazardous material or waste is defined by the Canadian regulations of the government having jurisdiction at the Approved Site as defined above.

*“Recovery Site”* – location of the vessel at contract award.

*“Recovery”* - using materials or waste that cannot be reused or recycled to produce fuel or energy using technologies such as Waste-to-Energy and Anaerobic Digestion.

*“Reusable (reuse)”* - reusing materials and/or products as much as possible through repairing and refurbishing before entering the recycling or solid waste stream

*“Recyclable material”* – material that is intended for reuse or recovery for reuse, and includes scrap and waste materials other than accountable material, derived from the Contract.

*“Residual material”* – residual material means reusable or recyclable materials.

*“Secure Site”* – site other than the Recovery Site or the Approved Site approved by Canada to provide safe keeping of the vessel (on land or anchored or moored in the water). The safe site must be safe for the environment and human life.

*“Ship Breaking”* – See *“Vessel Dismantling”*

*“Significant”* - being a function of; (for guidance only):  
volume of non-persistent oil over 1000L (gasoline, diesel, jet fuel, kerosene etc.)  
volume of persistent oil over 100L (lube oil, hydraulic, bunker, crude etc.)

*“Small vessel”* - Any vessel up to a maximum of 65 feet (19.81m) in length.

*“Vessel”* – any boat, ship or craft of any kind 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 or to whether it is under construction or being repurposed or dismantled. It also includes a floating object that is designed to be a vessel as defined by the Canadian *Wrecked, Abandoned or Hazardous Vessels Act (WAHVA)*. Vessel also means wreck, including jetsam, flotsam, lagan and derelict and any other thing that was part of or was on a vessel wrecked, stranded or in distress.

*“Vessel Dismantling/Ship Breaking”* – the activity of complete or partial dismantling of a vessel in order to recover components, materials, equipment and machinery for reprocessing and reuse, and to dispose of any non-recoverable items. Vessel dismantling also includes the identification, labelling, packaging, safe removal, storing and transportation hazardous materials and waste and other non-hazardous materials.

*“Vessel Disposal”* – vessel disposal means the sale or divestiture of a vessel in accordance with the established and approved Government of Canada policies, procedures and directives for sale and disposition of assets, materials and equipment OR the disposal of a vessel at an Approved Site.

*“Vessel Recovery”* – Vessel Recovery means the activities related to the safe and secure recovery of a vessel including any preparation work such as but not limited to vessel inspection, removal of liquids, securing loose items, and its transportation to a Secure Site or Approved Site. The activities also include removing any debris of the vessel or debris resulting from the work conducted to recover the vessel.

## 5. LAWS

Any plan provided or work completed must be in accordance with all applicable Canadian Legislation (federal, provincial/territorial and municipal), including but not limited to the following:

- (a) *Canada Labour Code - Part II - Occupational Health and Safety* and applicable provincial/territorial occupational health and safety laws and regulations;
- (b) *Canada Shipping Act, 2001*;
- (c) *Canadian Environmental Protection Act, 1999*; and
- (d) All applicable Canadian provincial/territorial and municipal regulations in force where the Work is being conducted.

## 6. CONDUCT OF THE WORK

The Contractor must ensure that the quantity and the deployment of tools, equipment and competent workers are suitable for the corresponding activities.

## **6.1 Recovery/Removal of the vessel**

The Contractor must complete assessments of the location of the vessel to determine the best approach to safely recover/remove the vessel.

### **6.1.1 Assessments**

#### **6.1.1.1 Health and Safety Assessment**

Prior to moving the vessel, a health and safety assessment must be completed to determine any health, safety hazard(s) to consider prior to work commence.

#### **6.1.1.2 Environmental Assessment**

Prior to moving the vessel, an environmental assessment must be completed to determine any environmental hazard(s) to consider prior to work commence.

#### **6.1.1.3 Risk Mitigation Plan**

Any new hazard (i.e.: a hazard that was not previously surveyed) that is found must be immediately reported to the Project Authority and the Contracting Authority, along with any recommended mitigation plans to address the hazard for Canada's review and approval.

*No Work must commence prior to the approval of the Risk Mitigation Plan by Canada (Project Authority and the Contracting Authority).*

### **6.1.2 Inspection of vessel**

Inspection of the vessel must be conducted to ensure lifting the vessel and the chosen transportation method are safe.

### **6.1.3 Containment Boom**

Should authorization by Canada be given to divide the vessel into manageable segments to facilitate recovery/removal and/or transportation, if the vessel is located in the water, the Contractor must install a boom around the vessel for the period of the Work.

## **6.2 Transportation of the vessel**

Contractor must prepare and transport the vessel from the recovery site to the Secure Site or Approved Site.

### **6.2.1 Removal of liquids**

Prior to the transportation of the vessel, all liquids, to the extent possible, must be removed from the vessel and managed in accordance with the approved Supplier Work Plan. Any residual liquids must be protected against leakage, overflow, fire and other potential accidents prior to lifting and transportation of the vessel.

*Oil/fuel must not be mixed with other wastes as this may require the entire amount being managed as hazardous waste. Used oil must be stored in dedicated tanks or containers ensuring leakage detection, overfill monitoring and corrosion protection, and must be labelled "Used Oil". Fuel removed from the vessel must be stored in a safe tank arrangement.*

### **6.2.2 Removal of loose equipment**

Any loose equipment must be removed from the vessel prior to lifting/transportation. If the equipment cannot be removed, it must be properly secured to ensure it doesn't come loose and cause a health and safety hazard.

### **6.2.3 Debris**

Any debris including cargo of the vessel or debris created as a result of the work being carried out must be removed by the Contractor from the recovery site.

### **6.3 Vessel Disposal**

The Contractor must dispose of the vessel at an [Approved Site](#) and in accordance with Canadian Legislation (federal, provincial/territorial and municipal, as applicable).

#### **6.3.1 Recycling/Reusing**

All effort must be reasonably made to recycle all possible materials and reuse salvageable items or parts.

#### **6.3.2 Residual Liquids**

Prior to disposing the vessel, the Contractor must ensure that any residual liquid is removed from the vessel.

#### **6.3.3 Hazardous materials**

##### **6.3.3.1 Type, quantity and location**

Prior to disposing the vessel, the Contractor must conduct an assessment of the hazardous materials. The assessment must include:

- (a) the types;
- (b) the quantities; and
- (c) the locations.

*If an Inventory of hazardous materials is provided by Canada, the Contractor may use the Inventory of Hazardous Material as reference only. Canada is not responsible for any deviations of the types, the quantities and the locations.*

### **6.3.3.2 Hazardous materials or Wastes**

All hazardous materials or wastes must be handled and disposed of in accordance with applicable Canadian federal, provincial/territorial legislation and regulations.

### **6.3.3.3 Paint/Coatings Sample**

If the vessel is painted and if required by Canada, prior to disposing the vessel, the Contractor may be required to conduct an evaluation of the paint/coating to determine flammability and toxicity of the paint and coating.

## **7. MONITORING OF WORK**

The Contractor must immediately contact the Contracting Authority and the Project Authority to report any situation that may impede the Work such as finding of an oil spill, identification of an alleged owner, damage or major breakage, sudden deterioration, safety issues, potential of illegal activity, presence of a squatter, etc.

## **8. VESSEL ACCESSIBILITY**

The Contractor must provide its own access to the vessel. Canada will not provide any tools, equipment or transportation to and from the vessel. The Identified User will specify on the Service Request form if the Contractor will be accompanied by the Project Authority or representative of Canada for any part of the Work.

## **9. RECORDS**

### **9.1 Hazardous Material Database**

The Contractor must maintain record a database that tracks all details of reused, recycled and disposed material.

For any hazardous materials, the database must include the following:

- (a) Identify the type of waste;
- (b) Identify the removal process;
- (c) Identify the weight or volume, as appropriate, of waste removed from the vessel;
- (d) Identify the secure process for transporting the waste from the vessel to the next location;
- (e) Identify the location where the waste is to be stored awaiting final disposal;
- (f) Identify the method of secure transport used to transport the waste to a facility certified to dispose of the waste;
- (g) Provide shipping manifest, bill of lading or tracking number for transport of waste to the certified facility;
- (h) Identify the facility disposing of the waste and provide their certification number to dispose of the waste identified; and
- (i) Track the delta of waste removed from the vessel with waste accepted at certified disposal facility.

*The Contractor must ensure that all waste by weight removed from the vessel matches the waste by weight accepted at the [Approved Site](#).*

## **10. DELIVERABLES**

The Contractor must provide to the Project Authority and the Contracting Authority the following deliverables.

### **10.1 Assessment Report**

Any assessment report (health and safety, environmental, condition of the vessel) completed for the requirement.

### **10.2 Close-Out Report**

The Close-Out Report in accordance with clause [C6.24.2 - Contract Close-Out Report](#).

### **10.3 Indigenous Participation Plan Result**

If an Indigenous Participation Plan was required with the bid, the Detailed Transactions Sheet – Annex H, in accordance with the Indigenous Participation must be provided.

*Unless there is an urgency, any change to the Indigenous Participation Plan must be pre-approved by Canada. Where there is an urgency and approval cannot be requested, the Contractor must provide written justification to Canada in the quickest delay possible. Regardless of any change, the Contractor must meet the minimum of 5% target in accordance with the Indigenous Participation Component – Annex F.*

### **10.4 Time and Material**

Copy of the signed Time and Material Report if the basis of payment included time and material.

### **10.5 Hazardous Materials**

If requested by the Project Authority, all supporting documentation including but not limited to the bills of lading, weigh scale slips, receipts, etc.

### **10.6 Other**

The Contractor must provide any other deliverables identified in the bid solicitation (Part 1).

## ANNEX B – VESSEL DISPOSAL PLAN

Based on the information provided with the bid solicitation, bidders must provide the following information in their preliminary Vessel Disposal Plan in accordance with:

- (a) Canadian federal, provincial/territorial and municipal regulations applicable to Vessel Recycling where the Work is being conducted;
- (b) Annex A - Statement of Requirement; and
- (c) the approved Supplier Work Plan attached as Appendix 1 to the Supply Arrangement.

*In case of conflict or discrepancy the more stringent requirements will apply.*

Bidders must use the same structure, naming convention and numbering system as much as possible and include in the preliminary Vessel Disposal Plan any information, documentation, permit/license, or authorization as requested in the following instructions.

Bidders may reference sections of their approved Supplier Work Plan if the steps are the same. If vessel-specific conditions require any deviation from the approved Supplier Work Plan, the appropriate vessel-specific measure(s) must be described in detail in the preliminary Vessel Disposal Plan.

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### 1. Methodology

The Vessel Disposal Plan must, at a minimum, outline step-by-step proposed methodology for:

- (a) getting proper authorization to conduct the Work (depending on the location of the vessel), as applicable;
- (b) inspecting the vessel including testing requirement before work commence;
- (c) identifying environmental considerations, if any;
- (d) recovering the vessel;
- (e) removing and containing the liquids prior to the transportation. Securing and/or disposal of the vessel;
- (f) preparing and securing the vessel for transportation;
- (g) transporting the vessel to the Secure Site or the Approved Site;
- (h) removing the hazardous materials and other wastes;
- (i) preparing the vessel for disposal; and
- (j) disposing of all material, waste, equipment and machinery.

For each step, any equipment, machinery or environmental protection measures required must be identified.

*The order of the activities may be in different depending on the Stream chosen by the representative of the Identified User.*

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## **2. Work Schedule**

The Vessel Disposal Plan must include a preliminary schedule in accordance with the timelines provided in the bid solicitation. The schedule must include the work breakdown structure and the specific date for:

- (a) vessel recovery/removal;
- (b) vessel transportation;
- (c) vessel arrival at the Secure Site or Approved Site; and
- (d) delivery of the deliverables.

## **3. Subcontractor**

The Vessel Disposal Plan must include a list of subcontractors to be used to complete any part of the Work. The list must include the subcontractor's name and specific work to be conducted.

### ANNEX C – PRICING SCHEDULE

Bidders must complete the pricing schedule of the applicable basis of payment indicated in Box 44 of the Service Request form and submit with their bid.

#### 1. FIRM PRICE AND TIME AND MATERIAL

1.1 Firm Price – Bidders must insert the price of each applicable expense category. The total price of the cost breakdown must equal the subtotal indicated in Box 51 of the Service Request form.

1.2 Time and Material – Bidders must insert the approximate price of each applicable expense category. The total price of the cost breakdown must equal the estimated price indicated in Box 57 of the Service Request form.

Cost Breakdown		
Expense Category	Price	Additional Information
Labour	\$	# of employees:
Material	\$	Description:
Equipment Rental	\$	Description:
Travel	\$	Itinerary:
Subcontractor(s)	\$	Name and work to be completed:
Other	\$	Type of expense and details:
Other	\$	Type of expense and details:
Other	\$	Type of expense and details:
Other	\$	Type of expense and details:
<b>TOTAL</b>	<b>\$</b>	

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## 2. COMBINATION

2.1 Combination – Bidders must insert the price of each applicable expense category by basis of payment. The total of the cost breakdown for firm price basis of payment must equal the subtotal indicated in Box 51 of the Service Request form, and the total of the cost breakdown for time and material basis of payment must equal the subtotal indicated in Box 57 of the Service Request form.

Cost Breakdown – Firm Price		
Expense Category	Price	Additional Information
Labour	\$	# of employees:
Material	\$	Description:
Equipment Rental	\$	Description:
Travel	\$	Itinerary:
Subcontractor(s)	\$	Name and work to be completed:
Other	\$	Type of expense and details:
Other	\$	Type of expense and details:
Other	\$	Type of expense and details:
Other	\$	Type of expense and details:
<b>TOTAL</b>	<b>\$</b>	
Cost Breakdown – Time and Material		
Expense Category	Price	Additional Information
Labour	\$	# of employees:
Material	\$	Description:
Equipment Rental	\$	Description:
Travel	\$	Itinerary:
Subcontractor(s)	\$	Name and work to be completed:
Other	\$	Type of expense and details:
Other	\$	Type of expense and details:
Other	\$	Type of expense and details:
Other	\$	Type of expense and details:
<b>TOTAL</b>	<b>\$</b>	

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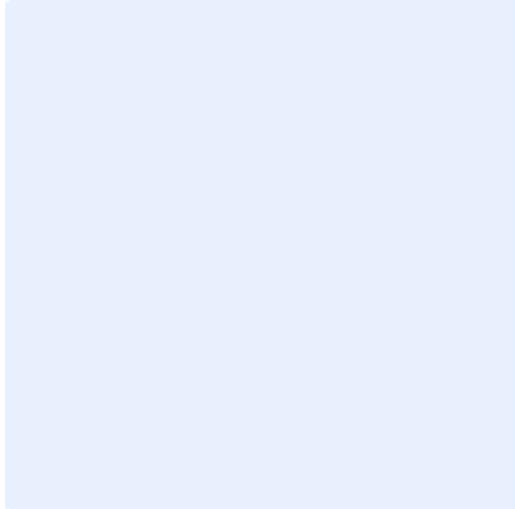
## **ANNEX D – SERVICE REQUEST FORM**

Attached below

## ANNEX D – SERVICE REQUEST FORM (June 2023)

### Small Vessel Disposal Services

This Service Request form is issued pursuant to the Supply Arrangement EVC01-202004/A. Instructions, and terms and conditions applicable to this form are included within the Supply Arrangement. Should the requirement be for more than one vessel, the form will be modified to accommodate the requirement.

Part 1 – Bid Solicitation (to be filled out by the Identified User)			
Box 1 - Name of IU Choose an item.	Box 2 – Solicitation Date Click here to enter a date.	Box 3 – Solicitation number Click here to enter text.	Box 4 – Amendment Choose an item.
Box 5 – Representative of IU Click here to enter text.		Box 6 – Phone of IU Click here to enter text.	Box 7 – Email of IU Click here to enter text.
Box 8 - Region of IU Choose an item.	Box 9 – Section, division or other Click here to enter text.		
<b>Vessel Particulars</b>			
Box 10 – Photograph of Vessel  Photograph date: <a href="#">Click here to enter a date.</a> Additional photographs incl.: <input type="checkbox"/> Yes <input type="checkbox"/> No		Box 11 - Name of Vessel <a href="#">Click here to enter text.</a>	
		Box 12 - Registration or Fisherman # <a href="#">Click here to enter text.</a>	
		Box 13 - Length overall <a href="#">Click here to enter text.</a> <input type="checkbox"/> ft <input type="checkbox"/> m	
		Box 14 - Breadth moulded <a href="#">Click here to enter text.</a> <input type="checkbox"/> ft <input type="checkbox"/> m	
		Box 15 - Depth moulded <a href="#">Click here to enter text.</a> <input type="checkbox"/> ft <input type="checkbox"/> m	
		Box 16 – Type of Vessels Choose an item.	
		Box 17 – Hull Construction Material Choose an item.	
		Box 18 – Superstructure Construction Material Choose an item.	
		Box 19 - State of Vessel Choose an item.	
		Box 20 – Environmental Assessment <input type="checkbox"/> Yes <input type="checkbox"/> No	
		Box 21 - Other <a href="#">Click here to enter text.</a>	
Box 22 - Distinctive features <a href="#">Click here to enter text.</a>			
Box 23 – Machinery & Equipment Is there any machinery and equipment on board? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, describe the items and indicate their state: <a href="#">Click here to enter text.</a>			
<b>Location of Vessel</b>			
Box 24 - Location <a href="#">Click here to enter text.</a>	Box 25 - Lat. <a href="#">Click here to enter text.</a>	Box 26 - Long <a href="#">Click here to enter text.</a>	
Box 27 - Accessibility of the vessel <a href="#">Click here to enter text.</a>	Box 28 - Special note or specific equipment required to access the vessel <a href="#">Click here to enter text.</a>		
Box 29 - Safety hazards <a href="#">Click here to enter text.</a>			
<b>Hazardous Materials</b>			
Box 30 – Hazardous Materials Are there any evidence of hazardous materials on the vessel? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, list the types and approximate quantities: <a href="#">Click here to enter text.</a>			

Indigenous Consideration	
Box 31 – Modern Treaty The vessel is located within a modern treaty	<input type="checkbox"/> Yes <input type="checkbox"/> No
Box 32 – Details of applicable treaty, if applicable <a href="#">Click here to enter text.</a>	
Box 33 – Indigenous Benefits Plan (IBP) An IBP is required with the Bid (see attached instructions)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Box 34 – Indigenous Businesses Bids will be solicited from Indigenous businesses	<input type="checkbox"/> Yes <input type="checkbox"/> No
Timelines	
Box 35 – Recovery of the Vessel The vessel must be recovered/removed from its location by	
Box 36 – Securing or Disposing of the Vessel The vessel must be delivered to the Secure Site or the Approved Site by	
Box 37 – Deliverables All deliverables must be provided by	
Final deliverables dates are firm and may only be changed with approval of the Contracting Authority. Any requested revisions to the final deliverables dates must be made in writing at least two days prior to the initial final deliverables date being reached and will only be considered as a result of unforeseen circumstances beyond the contractor's control as per the General Conditions 2010C 08. Retroactive requests for extensions will not be granted.	
Requirement	
Box 38 – Requirement <input type="checkbox"/> Stream 1 – Simple Vessel Disposal (Land based not requiring marine transportation to reach vessel) <input type="checkbox"/> Stream 2 – Vessel Disposal (Marine based, vessel in water and requiring marine transportation to reach vessel) Include paint sampling: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Box 39 – Vessel Transportation <input type="checkbox"/> Approved Site for disposal <input type="checkbox"/> Secure Site <input type="checkbox"/> Secure Site to Approved Site for disposal Secure Site address: <a href="#">Click here to enter text.</a>	
Box 40 – Restriction(s) <input type="checkbox"/> On-site division of vessel not allowed <input type="checkbox"/> Disposal of vessel parts in landfills not allowed <input type="checkbox"/> Towing of vessel not allowed <input type="checkbox"/> Other: <a href="#">Click here to enter text.</a>	
Box 41 – Specific Requirement and Comment <a href="#">Click here to enter text.</a>	
Box 42 – Security A security requirement applies to the requirement <input type="checkbox"/> Yes <input type="checkbox"/> No Security requirement bid solicitation clause: <a href="#">Click here to enter text.</a> Security requirement resulting contract clause: <a href="#">Click here to enter text.</a>	
Box 43 – Deliverable(s) The deliverables must be provided to the representative of the IU in <a href="#">Choose an item.</a> in the following format: <input type="checkbox"/> Hard copy <input type="checkbox"/> Elect. copy via email <input type="checkbox"/> Elect. copy on USB key <input type="checkbox"/> Other Specific instructions: <a href="#">Click here to enter text.</a>	

<b>Basis of Payment</b>			
Box 44 – Basis of Payment			
<input type="checkbox"/> Firm Price	<input type="checkbox"/> Time & Material	<input type="checkbox"/> Combination	<input type="checkbox"/> Firm Price <input type="checkbox"/> Time & Material <input type="checkbox"/> Firm Price <input type="checkbox"/> Time & Material <input type="checkbox"/> Firm Price <input type="checkbox"/> Time & Material
		Vessel recovery	
		Vessel transportation	
		Vessel disposal	
<b>Time and Material/Combination</b>			
Box 44a –Ceiling Price/Limitation of Expenditure			
Vessel recovery/removal	<input type="checkbox"/> Ceiling Price	<input type="checkbox"/> Limitation of Expenditure	
Vessel transportation	<input type="checkbox"/> Ceiling Price	<input type="checkbox"/> Limitation of Expenditure	
Vessel disposal	<input type="checkbox"/> Ceiling Price	<input type="checkbox"/> Limitation of Expenditure	
<b>Submission of Bids</b>			
Box 45 - Bid Solicitation Closing Date			
Bidders must submit their bid, Part 2 of this form, duly completed and signed with the preliminary Vessel Recycling Plan, the Pricing Schedule, insurance certificate and all other required document to the representative of the IU by <b>[include time]</b> on <b>Click here to enter a date.</b> Bids received after this date will be deemed non-responsive without any other consideration.			
<b>IMPORTANT: BIDDERS MUST PROVIDE WITH THEIR BID A CERTIFICATE OF INSURANCE IN ACCORDANCE WITH CLAUSE C6.18 – INSURANCE – SPECIFIC REQUIREMENTS. FAILURE TO PROVIDE THE INSURANCE CERTIFICATE WILL RENDER A BID NON-COMPLIANT.</b>			
Box 46 - Enquiry Limit			
All enquiries in regard to the Bid Solicitation should be submitted in writing to the representative of the IU no later than <b>Choose an item.</b> prior to the bid solicitation closing date specified above. Enquired received after this date may not be answered.			
<b>Part 2 – Bid</b>			
Box 47 - Company name	Box 48 – Company representative	Box 49 - Email	Box 50 - Phone
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
<b>Financial Proposal</b>			
<b>Firm Price</b>			
Box 51 – Subtotal	Box 52 - Tax	Box 53 - Total Firm Price	Box 54 – Unscheduled Hourly Rate
\$ Click here to enter text.	\$ Click here to enter text.	\$ Click here to enter text.	\$ Click here to enter text.
<b>Time and Material</b>			
Box 55 – Hourly Rate	Box 56 – Approx. hours	Box 57 – Total Est. Price (tax excl.)	Box 58 – Unscheduled Hourly Rate
\$ Click here to enter text.	Click here to enter text.	\$ Click here to enter text.	\$ Click here to enter text.
<b>Combination</b>			
Box 59 - Combination (Firm Price and Time and Material)			
The Bidder must provide all information requested in Box 51 to 58 inclusively, in accordance with Box 44 - Basis of Payment.			
<b>Certification and Signature</b>			
Box 60 – Integrity Provisions - Declaration of Convicted Offences			
The Bidder certifies no changes to the list of directors have been made and has not been convicted of any offenses since the issuance of a supply arrangement. <input type="checkbox"/> Yes <input type="checkbox"/> No			

Box 61 (a) – Bidder’s Checklist

Service Request Form Reference	Documentation/information to be provided with the Bid	Incl. with the Bid
Service Request Form	Completed and signed Service Request Form (SRF).	<input type="checkbox"/>
Vessel Disposal Plan in accordance with Annex B of your Supply Arrangement	<ol style="list-style-type: none"> <li>1. Methodology</li> <li>2. Work Schedule</li> <li>3. Subcontractors</li> </ol>	<input type="checkbox"/>
Pricing Schedule in accordance with Annex C of your Supply Arrangement	Pricing Schedule.	<input type="checkbox"/>
Insurance certificate in accordance with Section C6.18 of your Supply Arrangement	Insurance certificate .	<input type="checkbox"/>
Any other requested information such as: <ul style="list-style-type: none"> <li>• An Indigenous Participation Plan (IPP) in accordance with the instructions provided in the Indigenous Participation Component.</li> </ul>	Completed Indigenous Participation Plan, if requested on the Service Request Form.	<input type="checkbox"/>

Box 61 (b) – Submission Date	Box 62 – Signature
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**Part 3 – Evaluation and Contract Award**

**Evaluation Result**

Box 63 – General Evaluation Choose an item.	Box 64 – Evaluation of Price Choose an item.
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**Contract Award**

Box 65 - Contracting Authority (CA) Click here to enter text.	Box 66 - Phone Click here to enter text.	Box 67 – Email Click here to enter text.
Box 68 - Project Authority (PA) Click here to enter text.	Box 69 – Phone Click here to enter text.	Box 70 – Email Click here to enter text.
Box 71 – Successful Bidder Click here to enter text.	Box 72 – Estimated Contract Price Click here to enter text. (tax incl.)	Box 73 – Contract Number Click here to enter text.
Box 74 – Signature of Contracting Authority		Box 75 – Contract award date Click here to enter a date.

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## ANNEX E – UNSCHEDULED WORK REQUEST FORM

### Small Vessel Disposal Services

	Box 76 - Request # <a href="#">Click here to enter text.</a>		
	Box 77 - Contract # <a href="#">Click here to enter text.</a>		
Box 78 – Name of Vessel <a href="#">Click here to enter text.</a>	Box 79 - Request Date <a href="#">Click here to enter a date.</a>		
<b>Part 1 - Description of Unscheduled Work and Timelines</b>			
Box 80 - Reason for Unscheduled Work <a href="#">Click here to enter text.</a>			
Box 81 – Description of Unscheduled Work <a href="#">Click or tap here to enter text.</a>			
Box 82 – Specific tasks, instructions and/or comment <a href="#">Click here to enter text.</a>			
Box 83 – Deliverable(s) List of deliverable(s): <a href="#">Click or tap here to enter text.</a> The final version of deliverable(s) must be provided to the Project Authority in <b>Choose an item.</b> in the following format: <input type="checkbox"/> Hard copy <input type="checkbox"/> Electronic copy via email <input type="checkbox"/> Electronic copy on USB key <input type="checkbox"/> Other Specific delivery instructions: <a href="#">Click here to enter text.</a>			
Box 84 – Completion of Work The Work must be completed by <a href="#">Click here to enter a date.</a>			
Box 85 - Due date for deliverables All deliverable(s) must be provided to the Contracting Authority and the Project Authority by <a href="#">Click here to enter a date.</a>			
Box 86 – Basis of Payment <input type="checkbox"/> Firm Price <input type="checkbox"/> Time and Material <input type="checkbox"/> Combination			
Box 86a – Ceiling Price/Limitation of Expenditure <input type="checkbox"/> Ceiling Price <input type="checkbox"/> Limitation of Expenditure			
Box 87 – Timeline The Contractor should provide the proposal to complete the unscheduled work to the Project Authority by <a href="#">Click here to enter a date.</a>			
<b>Part 2 – Contractor’s Proposal</b>			
<b>Proposed Subcontractors</b>			
Box 88 – Company Name <a href="#">Click here to enter text.</a> <a href="#">Click here to enter text.</a>	Box 89 – Description of Work to be completed <a href="#">Click here to enter text.</a> <a href="#">Click here to enter text.</a>		
<b>Financial Proposal</b>			
Box 90 – Pricing Schedule The Contractor must provide the <b>Annex C – Pricing Schedule.</b>			
<b>Firm Price</b>			
Box 91 – Subtotal \$ <a href="#">Click here to enter text.</a>	Box 92 - Tax \$ <a href="#">Click here to enter text.</a>	Box 93 - Total Firm Price \$ <a href="#">Click here to enter text.</a>	Box 94 - Hours <a href="#">Click here to enter text.</a>
<b>Time and Material</b>			
Box 95 – Hourly Rate \$ <a href="#">Click here to enter text.</a>	Box 96 – Approx. hours <a href="#">Click here to enter text.</a>	Box 97 – Total Est. Price (taxes excl.) \$ <a href="#">Click here to enter text.</a>	
<b>Combination</b>			
Box 98 - Combination (Firm Price and Time and Material) The Bidder must provide all information requested in Box 91 to 97 inclusively, in accordance with Box 86 - Basis of payment.			

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Box 99 – Remarks		
Box 100 - Contractor's Signature		Box 101 – Date
<b>Part 3 - Acceptance and Contract Amendment</b>		
Box 102 - Approval by Project Authority <input type="checkbox"/> Yes <input type="checkbox"/> No	Box 103 - Signature	Box 104 – Date Click here to enter a date.
Box 105 – Approval by Contracting Authority <input type="checkbox"/> Yes <input type="checkbox"/> No	Box 106 – Signature	Box 107 - Date Click here to enter a date.
Box 108 - Previous Contract Price Click here to enter text.	Box 109 Revised Contract Price (tax incl.)	\$ Click here to enter text.

## Annex F – Indigenous Participation Component (IPC)

### 1. Purpose and Goal

(a) The Indigenous Participation Component (IPC) is a mechanism designed to meet the Government of Canada's objectives of encouraging Indigenous socio-economic development through federal contracting opportunities. The IPC is also designed to encourage Industry Respondents to contribute to creating long-term sustainable and meaningful socio-economic benefits for Indigenous peoples, businesses and communities.

(b) The IPC's main goal consists of Indigenous Business Development and encourages prime contractors to contribute and invest in building and developing viable Indigenous business capacity by procuring goods and services from Indigenous businesses qualified under the Procurement Strategy for Indigenous Business (PSIB). Prime contractors or their subcontractors are also encouraged to demonstrate how they intend to maximize the use of Indigenous firms such as identify the work intended to be carried out by Indigenous businesses including contract and supply chain management.

(c) The IPC also encourages the use of Indigenous Employment. Prime contractors are encouraged to demonstrate how Indigenous employment will be maximized and include details pertaining to Indigenous recruitment and retention strategies and related job activities such as the work to be carried out by each position.

*Bidders may wish to contact Employment and Social Development Canada (ESDC) to find out about Indigenous Labour Programs.*

(d) The IPC also consists of Indigenous Training and Skills Development. Prime contractors are encouraged to demonstrate how training opportunities and skills development will be maximized for Indigenous persons such as how they intend to provide on-the job training, in-house training as well as succession plans.

(e) When there is a lack of Indigenous business capacity, the prime contractor may consider other relevant measures (indirect benefits) such as, but not limited to specialized training, career development, scholarships and community outreach to help Indigenous communities in meeting their economic development needs. In support of the IPC, Bidders are encouraged to reach out to Indigenous businesses and communities.

### 2. Definitions

#### Indigenous Business:

For the purpose of this bid solicitation, in order to be considered an Indigenous Business, the business must be registered with the federal government's Procurement Strategy for Indigenous Business (PSIB) and meet one of the following:

- A band as defined by the Indian Act; or
- A sole proprietorship; or
- A limited company, a cooperative, a partnership or not-for-profit organization in which Indigenous persons have at least 51% ownership and control; or

- A joint-venture consisting of two (2) or more Indigenous businesses or an Indigenous business and a non-Indigenous business, provided that the Indigenous business or businesses have at least 51% ownership and control of the joint venture.

Indigenous Person:

An Indigenous Person means a First Nation, Metis or Inuit person who is a Canadian citizen and resident in Canada. In order to be considered an Indigenous person, one of the following must be met:

- (a) registration under the Indian Act; or
- (b) membership in a recognized national, provincial or territorial Indigenous organization; or
- (c) recognition as Indigenous, Metis or Inuit from the relevant local Indigenous community; or
- (d) enrolment or entitlement to be enrolled pursuant to a comprehensive land claim agreement, or
- (e) membership or entitlement to membership in a group with an accepted comprehensive claim.

Direct Benefits:

Direct Benefits are transactions incurred by the Contractor during performance of the Work that include:

- (a) Indigenous Business Subcontracting – Subcontracting a portion of the Work, or goods or services required by the Contractor to deliver the Work, to a qualified Indigenous business.
- (b) Indigenous Employment – Full-time, Part-time and Casual employment of Indigenous persons.
- (c) Indigenous Training and Skills Development – Training opportunities and skills development for Indigenous persons, such as on-the job training, or in-house training.

Indirect Benefits:

Indirect Benefits are relevant socio-economic measures, other than Direct Benefits, such as, but not limited to, specialized training, career development, scholarships, and community outreach programs to help local Indigenous communities meet their economic development needs.

*For the purpose of this solicitation, the purchase of goods and services from Indigenous businesses not directly related to the disposal of the vessel, will be considered as indirect IPCs.*

Indigenous Participation Component (IPC) Transactions:

The total value of all transactions incurred by the Contractor on Direct and Indirect Benefits.

**3. Criteria**

If the representative of the Identified User indicated that an Indigenous Participation Plan is required with the bid at Box 32 of the Service Request Form, the Bidder must submit an Indigenous Participation Plan in accordance with the following:

- (a) Indigenous Participation Components must be categorized as either Direct Benefit or Indirect Benefit.

*Direct benefits are preferable to indirect benefits. All IPCs (Direct and Indirect) must be in the form of quantifiable transactions.*

(b) The total value of all IPC transactions incurred by the Contractor on Direct and Indirect Benefits must be for a minimum of 5% of the Bidder's financial bid price (tax excluded).

*Direct and Indirect Benefits must be presented separately.*

(c) The Indigenous Participation Plan (IPP) must include a Small Business Subcontracting Sub-Plan, a Human Resources Sub-Plan and an On-the-Job Training, Skills Development, Apprenticeship Sub-Plan, as applicable.

(d) Small Business Subcontracting Plan – The Bidder must identify Indigenous businesses/subcontractors that will be participating in the Contract, and include as much detail as possible about the Work to be performed by that company, including the dollar value.

(e) Human Resources Sub-Plan - If the Bidder intends to hire Indigenous employees, the Indigenous Participation Plan (IPP) must include a Human Resources Sub-Plan. The Bidder must identify the number of Indigenous employees they will hire on a part-time, casual and full-time basis, and include as much detail as possible about the Work to be performed by each employee, including monthly salary (excluding employee benefits paid by the employer).

(f) On-the-Job Training, Skills Development, Apprenticeship Sub-Plan – If the Contractor will provide on-the-job training, skills development and/or apprenticeship opportunities to Indigenous employees, the Indigenous Participation Plan (IPP) must include an On-the-Job Training, Skills Development, Apprenticeship Sub-Plan. The Bidder must identify the name, the type of training, time and breakdown of cost (travel, course fee, learning materials) for each Indigenous employee, and include as much detail as possible about the Work the employee will be able to do once the training is completed.

*The Contractor is required to submit a monthly Detailed Transactions Sheet – Annex H. The dollar value of the Small Business Subcontracting Sub-Plan, the Human Resources Sub-Plan and the On-the-Job Training, Skills Development, Apprenticeship Sub-Plan must correspond to the totals as noted within the Detailed Transactions Sheets at the end of the Contract. For each Indigenous subcontractor, employee or individual must sign the Indigenous Participant Certification – Annex J. The Contractor must provide the certifications with the Detailed Transactions Sheet.*

Canada may request at any time to see additional evidence to confirm the businesses and any named person is Indigenous in accordance with the definitions in article 2 of this document.

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### ANNEX G – TIME AND MATERIAL REPORT

Prior to the Work commence, the Contractor must complete Part 1 for any part of the Work based on the basis of payment time and material, and complete Part 2 once the Work is completed.

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#### Part 1 – Prior to Work Commence

Date: \_\_\_\_\_

Contract number: \_\_\_\_\_

Vessel name or reference: \_\_\_\_\_

Planned Work:

Recovery of vessel

Transportation of vessel

Disposal of vessel

Deviation(s) from the approved Vessel Disposal Plan: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Start time: \_\_\_\_\_ Planned hours to complete the planned Work: \_\_\_\_\_

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Project Authority or representative of Canada  
Signature

Comment(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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**Part 2 – Completion of the Work**

Date: \_\_\_\_\_

Contract number: \_\_\_\_\_

Vessel name or reference: \_\_\_\_\_

Deviation(s) from the approved Vessel Recycling Plan: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Completion time: \_\_\_\_\_ Total hours to complete the planned Work: \_\_\_\_\_

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Project Authority or representative of Canada  
Signature

Comment(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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### ANNEX H – DETAILED TRANSACTIONS SHEET

Reporting Period: from \_\_\_\_\_ to \_\_\_\_\_ (date format: YYYY-MM-DD)

A - Indigenous Project Resources Employed by the Contractor					
Indigenous Person's Name	Rate of Pay	Hours Worked	*Amount Paid	Type of Work (e.g. Welding)	Direct or Indirect Benefit

\*Full salary before income tax without mark-up, overheads or G&A, etc.

B - On-the-Job Training, Skills Development, Apprenticeship provided by the Contractor				
Indigenous Person's Name	Resource Description	Cost (tax included)	Training, Skills Development or Apprenticeship Provided	Direct or Indirect Benefit

C - Subcontract – Services from Indigenous Business acquired by the Contractor					
Indigenous Business Name	Subtotal (without tax)	Tax	Amount Paid (tax included)	Service Description	Direct or Indirect Benefit

D - Subcontract – Goods from Indigenous Business acquired by the Contractor					
Indigenous Business Name	Subtotal (without Tax)	Tax	Amount Paid (tax included)	Goods Description	Direct or Indirect Benefit

E - Other Benefits provided to Indigenous Communities provided by the Contractor			
Indigenous Contact	Amount Paid	Benefit Description	Direct or Indirect Benefit

Total Direct Benefits \$ \_\_\_\_\_  
 Total Indirect Benefits \$ \_\_\_\_\_  
 Indigenous Participation Component Benefits for this period: \$ \_\_\_\_\_  
 Previous period total Benefits: \$ \_\_\_\_\_  
 Outstanding amount to be met: \$ \_\_\_\_\_

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## ANNEX J – INDIGENOUS PARTICIPANT CERTIFICATION

### Certification for Indigenous Employees/Subcontractors

#### Indigenous Person definition:

An Indigenous Person means a First Nation, Metis or Inuit person who is a Canadian citizen and resident in Canada. Evidence that an owner or employee of a business is an "Indigenous person" includes:

- (a) registration under the Indian Act; or
- (b) membership in a recognized national, provincial or territorial Indigenous organization; or
- (c) recognition as Indigenous, Métis or Inuit from the relevant local Indigenous community; or
- (d) enrolment or entitlement to be enrolled pursuant to a comprehensive land claim agreement; or
- (e) membership or entitlement to membership in a group with an accepted comprehensive claim.

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#### Certification:

I certify that I am an Indigenous person in accordance with the above definition and was:

employed by \_\_\_\_\_ on a \_\_\_\_\_ time basis between the period of  
name of business full, part or casual  
\_\_\_\_\_ and \_\_\_\_\_.  
MM/DD/YYYY MM/DD/YYYY

OR

completed \_\_\_\_\_ of work as a subcontractor for \_\_\_\_\_ between the  
hours name of business  
period of \_\_\_\_\_ and \_\_\_\_\_.  
MM/DD/YYYY MM/DD/YYYY

\_\_\_\_\_  
Printed name of Indigenous person

\_\_\_\_\_  
Signature of Indigenous person

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Date

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**Certification for Indigenous Businesses**

Indigenous Business definition:

For the purpose of this Contract, in order to be considered an Indigenous Business, the business must be registered with the federal government's Procurement Strategy for Indigenous Business (PSIB) and meet one of the following:

- A band as defined by the Indian Act; or
- A sole proprietorship; or
- A limited company, a cooperative, a partnership or not-for-profit organization in which Indigenous persons have at least 51% ownership and control; or
- A joint-venture consisting of two (2) or more Indigenous businesses or an Indigenous business and a non-Indigenous business, provided that the Indigenous business or businesses have at least 51% ownership and control of the joint venture.

Indigenous Person definition:

An Indigenous Person means a First Nation, Metis or Inuit person who is a Canadian citizen and resident in Canada. Evidence that an owner or employee of a business is an "Indigenous person" includes:

- (a) registration under the Indian Act; or
  - (b) membership in a recognized national, provincial or territorial Indigenous organization; or
  - (c) recognition as Indigenous, Métis or Inuit from the relevant local Indigenous community; or
  - (d) enrolment or entitlement to be enrolled pursuant to a comprehensive land claim agreement, or
  - (e) membership or entitlement to membership in a group with an accepted comprehensive claim.
- 

**Certification:**

I certify that I am the owner of an Indigenous Business in accordance with the above definitions and

have provided goods and/or services to \_\_\_\_\_ between the period of

name of business

\_\_\_\_\_ and \_\_\_\_\_.

MM/DD/YYYY

MM/DD/YYYY

\_\_\_\_\_  
Printed name of business owner

\_\_\_\_\_  
Signature of business owner

\_\_\_\_\_  
Date