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## **Request for Supply Arrangement (RFSA) Refresh for In-Water Vessel Cleaning with Capture**

This Request for Supply Arrangement (RFSA) Refresh is to solicit bids for a Supply Arrangement (SA) for the provision of In-Water Vessel Cleaning with Capture for various Departments and Agencies on an as and when requested basis.

Bidders capable of meeting the requirements of this RFSA are invited to submit a bid.

In order to be considered for a SA, it is mandatory to submit an arrangement in accordance with all of the RFSA mandatory requirements.

**Bidders who did not qualify on the previous versions of this RFSA must submit a complete submission and not just the criteria which they did not meet.**

**It is not necessary to wait until the closing date to provide your submission. You can provide your submission at anytime throughout the RFSA period.**

The RFSA Refresh will be conducted on an as and when required basis.

### **IMPORTANT NOTICE TO SUPPLIERS RE. BID SUBMISSION REQUIREMENTS**

Suppliers are required to submit bids electronically using the Canada Post Corporation's (CPC) Connect service application for the subject bid solicitation. This service allows suppliers to submit bids, offers and arrangements electronically to PWGSC. This online service enables the electronic transfer of large files up to Protected B level.

To use CPC Connect to submit your bid, or to get more information on its use, please send an email to the Supply Arrangement Authority at:

[Dianne.Tinkess@tpsgc-pwgsc.gc.ca](mailto:Dianne.Tinkess@tpsgc-pwgsc.gc.ca)

Faxed and hard copy (submitted in person or via mail/courier) bids will not be accepted for the subject bid solicitation.

Given current circumstances and network limitations, some active procurements may be delayed. To stay up to date on the status of specific procurements, please consult [Canadabuys.canada.ca](http://Canadabuys.canada.ca).

This in-water vessel cleaning supply arrangement will provide the contractual means for Canada's immediate need for environmentally compliant cleaning services to the Royal Canadian Navy and the Canadian Coast Guard. Clean vessel hulls ensure optimized vessel propulsion efficiency, and also result in a reduction of non-indigenous species transfer risks by Canadian fleets. This supply arrangement will directly contribute to Canada's Greening Government Strategy goals established under the Paris Agreement on climate change, the Pan-Canadian Framework on Clean Growth and Climate Change, and commitments under the Convention on Biological Diversity.

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## SYNOPSIS OF CHANGES (Version Winter 2024):

The synopsis provide details of the changes made to the most recent version of the RFSA Refresh for In-Water Cleaning with Capture Services released in the Fall of 2022.

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### **General**

Title was revised.

E-post Connect has been replaced with CPC Connect.

### **Part 1**

Article 1.2.3 changed to reflect no defined end date.

### **Part 4**

Table 4.1.1.1A under Other Documents, updated links added to the Referenced publications, specifications and standards, and Voluntary Guidance for Relevant Authorities on In-Water Vessel Cleaning of Vessels was added.

Mandatory Criteria MA11 was changed from 15um to 10um as the original RFSA stated that this would change by 01 April 2023.

Mandatory Criterial MA12 was removed as this is no longer relevant.

### **Part 5**

5.2.3 - Certification Documentation. The amount of time Suppliers who do not yet have a Canadian location have to provide the required certification documentation has been changed to from one year to two years.

The amount of time a foreign supplier has to provide certain documentation as described in the Supplier Check list has been changed from one year to two years.

### **Part 6**

Article 6A.4.1 has been changed to reflect no defined end date.

Article 6A.4.2 Option to Extend the Supply Arrangement has been removed as it is no longer required.

Article 6B.2 Pricing schedule has been added to the Bid Solicitation Documents.

Article 6B.4.1 has been revised to reflect the changes to the Service Request Form in Annex D.

Article 6C.8, additional SACC clauses have been added.

Article 6C.9, 6C.9.1, 6C.9.2 and 6C.9.3 on Basis of Payment have been added.

Article 6C.9.4 has been amended.

Article 6C.14.2 Errors and Omissions Liability Insurance has been removed.

Article 6C.15 Annex G – Pricing Schedule has been added to the Priority of Documents.

**Annex A**, Article 3.3 filtration specifications have been changed from 15um to 10um as was required by 01 April 2023.

**Annex D** – Services Request Form has been revised.

**Annex G** – Pricing Schedule has been added.

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This Request for Supply Arrangements (RFSA) refresh cancels and supersedes all previous RFSA's and Refreshes under number F7044-200268.

Supply Arrangement Holders (SAH) with a valid Supply Arrangement (SA) to provide In-Water Vessel Cleaning with Capture Services are not required to submit a new arrangement as a result of this refresh if no changes to the SA are required. Only the signed cover page of this RFSA (including the cover page of any amendment, if applicable) must be submitted to the Supply Arrangement Authority (SAA) to confirm the revised terms and conditions were read and understood. A revised SA will be provided to SAHs. SAHs will be required to sign and return the cover page of the revised SA to the SAA to confirm acceptance of the new terms and conditions. The new supply arrangement will become in effect once returned to the SAA signed, cancelling the previous one.

SAH are responsible to review their current SAs to ensure all information and documentation provided are still valid for this refresh. Details of any change must be submitted with the signed cover page of the RFSA by the closing date.

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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 the instructions for the bid solicitation process within the scope of the SA;
  - 6C, includes general information for the conditions which will apply to any contract entered into pursuant to the SA.

The Annexes include the Technical Requirements for In-Water Vessel Cleaning System, Statement of Work and Hull Survey, In-Water Vessel Cleaning Streams, Service Request Form, Unscheduled Work Request Form, Security Requirements Check List, Pricing Schedule and other annexes.

### **1.2 Summary**

- 1.2.1 To maximize the performance of Canada's vessels and preserve the marine environment by reducing the spread of aquatic invasive species, Public Works and Government Services Canada (PWGSC) is seeking suppliers capable of providing in water vessel cleaning with capture services, for various Government of Canada departments and agencies on an *as and when* requested basis.
- 1.2.2 As a result of this Request for Supply Arrangement (RFSA), an unlimited number of suppliers will be awarded individual supply arrangements for In-Water Vessel Cleaning Services for each of the four (4) streams, based on the equipment proposed and the vessel coating specified, as per [Table 1](#) below. The services will be performed in various locations across Canada, most are anticipated to take place within the Atlantic and Pacific Provinces.

**Table 1 – Streams by coating system type, permitted cleaning methods and implements used by cleaning apparatus by type of fleet:**

Coating System	Hard Brushes (Steel)	Hard Brushes (Polymer)	Soft Brushes	Pressurized Water	Wiper Blades	Magnetically Attaching to Hull Cleaning Apparatus Permitted	
						Canadian Coast Guard Fleet	Royal Canadian Navy Fleet
<b>Stream 1 Antifouling</b>	No	Yes <i>(Conditionally)</i>	Yes	Yes	Yes <i>(Conditionally)</i>	Yes	No
<b>Stream 2 Abrasion Resistant Non-Biocidal</b>	Yes	Yes	Yes	Yes	Yes	Yes	No
<b>Stream 3 Foul Release</b>	No	No	Yes	Yes	No	Yes	No
<b>Stream 4 Hybrid</b>	No	No	Yes	Yes	No	Yes	No

\* Conditionally is defined in Annex A, [Section 3.6](#), of the Technical Requirements.

**NOTE:** The Royal Canadian Navy Prohibits the use of magnetic equipment on its vessels, Suppliers who provide magnetic equipment will not be invited to bid on Royal Canadian Navy Requirements.

1.2.3 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.

1.2.4 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), The Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

The bid solicitation of any resulting supply arrangement may be subject to different Trade Agreements depending on the Identified User for whom the procurement is conducted.

1.2.5 The 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 areas subject to Comprehensive Land Claims Agreements (CLCAs).

1.2.6 The CPC Connect service provided by Canada Post Corporation must be used by suppliers to transmit their arrangement electronically. Suppliers must refer to Part 2 of the RFSA entitled Supplier Instructions for further information on using this method.

**1.3 Security Requirements**

There may be security requirements associated with this requirement. For additional information, consult Part 6A - Supply Arrangement. For more information on personnel and organization security screening or

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security clauses, Suppliers should refer to the Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

#### **1.4 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, by telephone or in person.

#### **1.5 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 6A.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](#) (2022-03-29) Standard Instructions - Request for Supply Arrangements - Goods or Services, are incorporated by reference into and form part of the RFSA.

Subsection 5.4 of [2008](#), Standard Instructions - Request for Supply Arrangements - Goods or Services, is amended as follows:

Delete: 60 days

Insert: 120 days

#### **2.2 Submission of Arrangements**

Arrangements must be submitted only to Public Works and Government Services Canada (PWGSC) Supply Arrangement Authority within the RFSA posting period.

### **NOTICE TO SUPPLIERS**

**Only arrangements submitted using CPC Connect service will be accepted. The Supplier must send an email requesting to open a CPC Connect conversation to the following address:**

[Dianne.Tinkess@tpsgc-pwgsc.gc.ca](mailto:Dianne.Tinkess@tpsgc-pwgsc.gc.ca)

**Note:** Arrangements will not be accepted if emailed directly to this email address. This email address is to be used to open an CPC Connect conversation, or to send arrangements through an CPC Connect message if the Supplier is using its own licensing agreement for CPC Connect.

**Due to the nature of the Request for Supply Arrangement, transmission of arrangements by facsimile or hardcopy 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 contractors 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 5 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 *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.

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## 2.7 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)

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

## 2.8 Supplier Representative

The Supplier should provide the name and contact information of the person to contact in reference to this RFSA.

Name:

Title:

Telephone:

Email address:

## 2.9 Insurance Requirement

The Supplier 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 6C.14](#).

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.

## 2.10 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)

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

## **PART 3 - ARRANGEMENT PREPARATION INSTRUCTIONS**

### **3.1 Arrangement Preparation Instructions**

The Supplier must submit its arrangement electronically to the Supply Arrangement Authority. Canada requests that the Supplier submits its arrangement in accordance with section 08 of the 2008 standard instructions as amended.

Suppliers are required to provide their arrangement in a single transmission. The e-post Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment. The arrangement must be gathered per section and separated as follows:

Section I: Technical Arrangement  
Section II: Certifications

#### **3.1.1 Section I: Technical Arrangement**

In the Technical Arrangement section, Suppliers must explain and demonstrate how they meet the technical requirements and how they will carry out the work and include all information and documentation as requested in Part 4.1.1

#### **3.1.2 Section II: Certifications**

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

Suppliers are encouraged to use the [\*Supplier Check List – Article 5.2.6 - Attachment 1\*](#) for the preparation of their arrangement to ensure that all mandatory documentation/information is provided with their arrangement.

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

In this section,

- Must: conveys a mandatory requirement
- Should: conveys preference (and is thus not a requirement)
- May: conveys a permission
- Notes are used only to provide information and are thus not requirements

### **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 Technical Evaluation**

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

**The bid must meet all mandatory technical criteria specified in [Tables 4.1.1.1 A](#) and [4.1.1.1 B](#). The Bidder must provide the necessary documentation to support compliance with this requirement.**

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

There are two types of requirement based questions asked for this pre-qualification process, as follows:

**4.1.1.1 A – Mandatory Requirements:** Where the Supplier must answer this question, AND, the answer must satisfy the validation criteria for what the respective requirement stipulates; and

**4.1.1.1 B - Informational Requirements:** Where there is no minimum standard associated with the informational requirement, in-nature, and the information provided by the Supplier will be used to categorize the technologies based on the particularities of the individual cleaning tenders after a list of pre-qualified Contractors is generated from this pre-qualification process.

Suppliers must provide answers to **ALL INFORMATIONAL REQUIREMENTS** noted in **Table 4.1.1.B with the arrangement**. If Informational Requirement is not applicable, state a simple explanation why.

Suppliers who provide incomplete answers to Table 4.1.1.B – Informational Requirements, will be offered 48 hours to complete upon request.

**Failure to provide any of Table 4.1.1.A - Mandatory Requirements with the Arrangement will render an arrangement non-responsive without providing further consideration.**

**To be issued a Supply Arrangement, Suppliers must meet all the mandatory requirements identified in the tables below.**

<b>TABLE 4.1.1.1. A - MANDATORY TECHNICAL EVALUATION CRITERIA</b>
<b>Referenced publications, specifications and standards</b>
Naval Sea Systems Command [Navsea] (2006). Naval Ships' Technical Manual Chapter 081. Waterborne Underwater Hull Cleaning of Navy Ships, Revision 5. Washington, DC: Naval Sea Systems Command. This document is publicly available by searching the title of this citation on all popular internet search engines.
Morrisey, D., Inglis, G., Tait, L., Woods, C., Lewis, J., and Georgiades, E. (2015). Procedures for Evaluating in-Water Systems to Remove or Treat Vessel Biofouling. Available online at: <a href="http://www.mpi.govt.nz/document-vault/10811">http://www.mpi.govt.nz/document-vault/10811</a>
B.C. Ministry of Environment and Climate Change Strategy 2019. Copper Water Quality Guideline for the Protection of Freshwater Aquatic Life-Technical Report. Water Quality Guideline Series, WQG-03-1. Prov. B.C., Victoria B.C. <a href="https://www2.gov.bc.ca/assets/gov/environment/air-land-water/water/waterquality/water-quality-guidelines/approved-wqgs/copper/bc_copper_wqg_aquatic_life_technical_report.pdf">https://www2.gov.bc.ca/assets/gov/environment/air-land-water/water/waterquality/water-quality-guidelines/approved-wqgs/copper/bc_copper_wqg_aquatic_life_technical_report.pdf</a>
B.C. Ministry of Environment and Climate Change Strategy 2019. Copper Water Quality Guideline for the Protection of Marine Aquatic Life (Reformatted from: British Columbia Ministry of Environments and Parks, 1987. Water Quality Criteria for Copper). Water Quality Guideline Series, WQG-04. Prov. B.C., Victoria B.C. <a href="https://www2.gov.bc.ca/assets/gov/environment/air-land-water/water/waterquality/water-quality-guidelines/approved-wqgs/copper/bc_copper_wqg_marine.pdf">https://www2.gov.bc.ca/assets/gov/environment/air-land-water/water/waterquality/water-quality-guidelines/approved-wqgs/copper/bc_copper_wqg_marine.pdf</a>

<p>B.C. Ministry of Environment and Climate Change Strategy 1999. Water Quality: Ambient Water Quality Guidelines for Zinc: Overview Report, Prov. B.C., Victoria B.C.  <a href="https://www2.gov.bc.ca/assets/gov/environment/air-land-water/water/waterquality/water-quality-guidelines/approved-wqgs/bc_env_zinc_waterqualityguidelines_overview.pdf">https://www2.gov.bc.ca/assets/gov/environment/air-land-water/water/waterquality/water-quality-guidelines/approved-wqgs/bc_env_zinc_waterqualityguidelines_overview.pdf</a></p>	
<p>B.C. Ministry of Environment and Climate Change Strategy 2019. British Columbia Approved Water Quality Guidelines: Aquatic Life, Wildlife &amp; Agriculture. Summary Report, Prov. B.C., Victoria B.C.  <a href="https://www2.gov.bc.ca/assets/gov/environment/air-land-water/water/waterquality/water-quality-guidelines/approved-wqgs/wqg_summary_aquaticlife_wildlife_agri.pdf">https://www2.gov.bc.ca/assets/gov/environment/air-land-water/water/waterquality/water-quality-guidelines/approved-wqgs/wqg_summary_aquaticlife_wildlife_agri.pdf</a></p>	
<p><b>OTHER DOCUMENTS</b></p>	
<p>International Maritime Organization [IMO] (2011). Guidelines for the Control and Management of Ships' Biofouling to Minimize the Transfer of Invasive Aquatic Species. London: International Maritime Organization.  <a href="https://wwwcdn.imo.org/localresources/en/KnowledgeCentre/IndexofIMOResolutions/MEPCDocuments/MEPC.378(80).pdf">https://wwwcdn.imo.org/localresources/en/KnowledgeCentre/IndexofIMOResolutions/MEPCDocuments/MEPC.378(80).pdf</a></p>	
<p>Voluntary Guidance for Relevant Authorities on In-Water Cleaning of Vessels.  <a href="#">Voluntary Guidance for Relevant Authorities on In-Water Cleaning of Vessels (canada.ca)</a></p>	
<p>Tamburri MN, Davidson IC, First MR, Scianni C, Newcomer K, Inglis GJ, Georgiades ET, Barnes JM and Ruiz GM (2020) In-Water Cleaning and Capture to Remove Ship Biofouling: An Initial Evaluation of Efficacy and Environmental Safety. Front. Mar. Sci. 7:437.        doi: 10.3389/fmars.2020.00437</p>	
<p><b>Definitions</b></p>	
<p><b>Capture:</b> The operation of collecting detritus from a vessel hull through an umbilical cord, to a surface processing system.</p>	
<p><b>Clean:</b> action of removing detritus.</p>	
<p><b>Detritus:</b> biological, non-biological, and chemical particulate waste from captured effluent.</p>	
<p><b>Filtration:</b> removal of particulate, received from umbilical, through mechanical means.</p>	
<p><b>Full High Definition video:</b> defined as a picture resolution of 1920 × 1080 pixel area.</p>	
<p><b>Non-Viable:</b> organisms that do not have the ability to successfully generate new individuals in order to reproduce the species.</p>	
<p><b>Standard High Definition video:</b> defined as a picture resolution of 1280 × 720 pixel area.</p>	
<p><b>Treatment:</b> within this technical statement of requirements, treatment is broken into two discrete post-filtration processes, which are:</p> <ol style="list-style-type: none"> <li>1. a biological treatment component of their system that will either kill biological organisms, or render them non-viable and incapable of reproduction, and</li> <li>2. a system capable of capturing dissolved solids through sorption or other means that will address water quality of IWCC system process water prior to discharge into the environment.</li> </ol>	
<p><b>Ultra HD:</b> defined as a picture resolution of 3840 × 2160 pixel area. Also known 4K, UHD, Ultra-High Definition</p>	
<p><b>Abbreviations</b></p>	
<p>IWCC</p>	<p>In-water clean and capture</p>
<p>IWVC</p>	<p>In-water vessel cleaning</p>

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RCN	Royal Canadian Navy
CG	Coast Guard (Canadian Coast Guard)
DFT	Dry Film Thickness
DND	Department of National Defence
EMS	Environmental Management System
QMS	Quality Management System
RMP	Risk Management Plan
FR	Foul Rating
µm	Micrometer (commonly known as a Micron)
OEM	Original Equipment Manufacturer
SOW	Statement of Work
HSMS	Health and Safety Management System
SRCL	Security Requirements Check List
ROV	Remotely Operated Vehicle

4.1.1.1A	Mandatory Criteria	Instructions	Bidder's Response
<b>Certification Requirements / Experience</b>			
<b>MA1</b>	<p>The Supplier and its Operators must be trained and certified for the use of the in-water vessel cleaning (IWVC) system by the Original Equipment Manufacturer (OEM).</p>	<p>The Supplier must indicate a commitment that all personnel operating the IWVC system has been, or will receive, training by the OEM on all systems relevant to their job description.</p> <p>Note: If you are the OEM, you are required to indicate use of trained Operators during cleaning operations.</p>	<p><b>Yes/No</b></p> <p><b>Indicate Page</b></p>
<b>MA2</b>	<p>The Supplier must employ trained personnel and operators for all positions necessary to perform the cleaning activity at all times during the cleaning event.</p> <p>The operator may be situated in a control booth or room while remotely operating the cleaning apparatus.</p> <p>The operator may be physically present in the water during the cleaning activity as the cleaning apparatus operator.</p>	<p>The Supplier must confirm that only trained operators and personnel will be employed in the use of the IWVC system operation.</p> <p>The Supplier must provide documentation articulating the training and/or certifications that are necessary to safely and efficiently operate this system.</p> <p>The Supplier must include generic training, such as diving certifications, technician certifications, crane and lift operator training.</p> <p>The Supplier must also include specific training that is specialized to the IWVC technology, such as remote operator training.</p>	<p><b>Yes/No</b></p> <p><b>Indicate Page</b></p>
<b>MA3</b>	<p>The Supplier must have an environmental management system (EMS) pertinent to in-water vessel cleaning system operation.</p>	<p>The Supplier must provide an environmental management system relevant to the IWVC system's operation. The EMS must include environmental protection and operational measures that relate, but are not limited to; mitigating impacts to the environment, communicating environmentally-related information to appropriate stakeholders, proper disposal of biological and hazardous wastes,</p>	<p><b>Yes/No</b></p> <p><b>Indicate Page</b></p>

		<p>oil spill management, and identifying environmental discharges specific to the IWVC system.</p> <p>If the Supplier cannot provide the documentation for this requirement within their submission, the Supplier must indicate a reasonable date by which they will provide this documentation in order to comply with MA3.</p> <p>Notes:</p> <ol style="list-style-type: none"> <li>1. Not providing this information will result in a rejection from this process;</li> <li>2. Provisional evaluation results will be provided within a normal delay after the bid evaluation;</li> <li>3. Final evaluation of MA3 will be withheld until the EMS has been evaluated; and</li> <li>4. A Supply Arrangement will not be offered until there is compliance with all mandatory requirements.</li> </ol>	
<p><b>MA4</b></p>	<p>The Supplier must have a quality management system (QMS) pertinent to in-water vessel cleaning system operation.</p>	<p>The Supplier must provide a Quality Management System relevant to the IWVC system's operation. The QMS must include, but is not limited to; company procedures, continual improvement processes, record keeping practices, etc.</p> <p>If the Supplier cannot provide the documentation for this requirement within their submission, the Supplier must indicate a reasonable date by which they will provide this documentation in order to comply with MA4.</p> <p>Notes:</p> <ol style="list-style-type: none"> <li>1. Not providing this information will result in a rejection from this process;</li> <li>2. Provisional evaluation results will be provided within a</li> </ol>	<p><b>Yes/No</b></p> <p><b>Indicate Page</b></p>

		<p>normal delay after the bid evaluation;</p> <p>3. Final evaluation of MA4 will be withheld until the QMS has been evaluated; and</p> <p>4. A Supply Arrangement will not be offered until there is compliance with all mandatory requirements.</p>	
<b>MA5</b>	<p>The Supplier must have an environmental risk management plan (RMP) pertinent to in-water vessel cleaning system operation.</p>	<p>The Supplier must provide a Risk Management Plan relevant to the IWVC system's cleaning operation to mitigate the risk of release of non-indigenous species, hull-borne contaminants, and release of any other contaminants from the land-based components of their IWVC system into the terrestrial or marine environments.</p> <p>The RMP must articulate possible mechanical and operational issues for when cleaning operations are underway, and indicate the respective mitigation measures that will be implemented in response to those events. Examples of risk events include; release of detritus plume into water column, spilled contaminants such as, fuel, hydraulic oil, detergents and surfactants, or any other products required for the cleaning, maintenance, or operation of equipment that may pose an environmental concern. Detritus in this context may be either biological debris, inorganic debris, or both.</p> <p>If the Supplier cannot provide the documentation for this requirement within their submission, the Supplier must indicate a reasonable date by which they will provide this documentation in order to comply with MA5.</p> <p>Notes:</p>	<p><b>Yes/No</b></p> <p><b>Indicate Page</b></p>



		<ul style="list-style-type: none"> <li>the filtration component on the IWVC system meets the filtration requirement indicated in MA11 of this RFSA. Details should include technical specifications on the filter(s) utilized in the system, as well as how many stages are employed during the filtration process; and</li> <li>the post-filtration treatment component of the IWVC system, if required (see MA13 for further details), effectively kills or renders organisms as non-viable for reproduction, as well as satisfies the water quality discharge guidelines indicated in MA13 of this RFSA.</li> </ul>	
<b>MA7</b>	The in-water vessel cleaning system must be able to readily clean fouled underwater hull surfaces up to a Foul Rating of FR50 (Naval Sea Systems Command, 2006).	<p>The Supplier must provide a minimum of one (1) example of a previous project that demonstrates the cleaning of a fouled hull condition of FR50 or greater (Naval Sea Systems Command, 2006).</p> <p>Note:</p> <ul style="list-style-type: none"> <li>Vessel names are not required as part this validation.</li> <li>Objective evidence includes pictures, videos, survey reports, etc.</li> </ul>	<p><b>Yes/No</b></p> <p><b>Indicate Page</b></p>
<b>MA8</b>	The Supplier must demonstrate their capture system's ability to suction hull-borne detritus for post-cleaning processing such that no visible plume is released into the water column. The Supplier may demonstrate this through the use of a non-toxic indicator methodology, or through a scientifically verifiable methodology of validating the IWVC system's ability to capture hull-borne detritus.	<p>The Supplier must provide empirical evidence in the form of documentation and/or videos demonstrating the effectiveness of the IWVC system's capture of hull-borne detritus and contaminants.</p> <p>Demonstrated evidence for this requirement is mandatory. If the Supplier cannot provide the demonstrated evidence for this</p>	<p><b>Yes/No</b></p> <p><b>Indicate Page</b></p>

	<p>Acceptable methods include but are not limited to:</p> <ul style="list-style-type: none"> <li>• Capture of non-toxic indicator released up to 50 cm away from the cleaning apparatus (meeting the intent of Morrissey et al. 2015),</li> <li>• Capture of a non-toxic indicator contained within a hull-mounted packet that is ruptured by the cleaning apparatus during a cleaning activity (meeting the intent of Tamburri et al. 2020), or</li> <li>• Sampling of total suspended solids (TSS)—comparing the TSS levels adjacent to the cleaning apparatus to ambient TSS levels located a sufficient distance from the vessel that is beyond the influence of the cleaning operation.</li> </ul>	<p>requirement within their submission, the Supplier must indicate a reasonable date by which they will provide this evidence in order to comply with MA8.</p> <p>Notes:</p> <ol style="list-style-type: none"> <li>1. Not providing this information will result in a rejection from this process.</li> <li>2. Demonstrated evidence may be provided in the form of;           <ul style="list-style-type: none"> <li>• Capture of non-toxic indicator released up to 50 cm away from the cleaning apparatus (meeting the intent of Morrissey et al. 2015),</li> <li>• Capture of a non-toxic indicator contained within a hull-mounted packet that is ruptured by the cleaning apparatus during a cleaning activity (meeting the intent of Tamburri et al. 2020), or</li> <li>• Sampling of total suspended solids (TSS)—comparing the TSS levels adjacent to the cleaning apparatus to ambient TSS levels located a sufficient distance from the vessel that is beyond the influence of the cleaning operation.</li> </ul> </li> </ol>	
<b>MA9</b>	<p>The Supplier must indicate that the cleaning apparatus of their in-water vessel cleaning system is capable, when necessary, of adjusting the clearance between the cleaning apparatus and the hull surface to account for a range of hull fouling conditions, differences in the vessel hull profiles, and to accommodate hull features or appendages.</p>	<p>The Supplier must demonstrate this requirement by either:</p> <ol style="list-style-type: none"> <li>1. Providing a description of how this adjustment is made on the cleaning apparatus; or</li> <li>2. By including the original equipment manufacturers standard operating procedures describing the methods for which the cleaning apparatus clearance is adjusted.</li> </ol>	<p><b>Yes/No</b></p> <p><b>Indicate Page</b></p>
<b>MA10</b>	<p>The Supplier must use cleaning tools that are capable of cleaning the niche areas indicated in Table B-1, below, without releasing hull-borne detritus into the marine environment.</p>	<p>The Supplier must provide technical documentation on the niche area specialized tools used to clean areas that cannot be</p>	<p><b>Yes/No</b></p>

		<p>cleaned by the primary cleaning apparatus.</p> <p>The cleaning tools used on niche areas must possess a detritus capture capability to mitigate release of hull-borne detritus to the marine environment.</p> <p>Examples of niche areas found on Government of Canada owned vessels are found in Table B-1 below.</p>	<p><b>Indicate Page</b></p>
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**Table B-1:** List of niche areas commonly found on Government of Canada vessels

Niche Areas						
Bow	Sonar Dome	Bilge Keels	A-Brackets	Propeller Blades	Propeller Shaft	Fin Stabilizers and Pockets
Draft Lines	Reference Electrode	Dry Docking Support Strips	Stern Tube	Rudder	Ice Knife	Azimuth Thrusters
Speed Log	Cathodic Protection Anodes	Waterlines	Propeller Hub	Rudder Shaft	Pad Eyes	Bow/Stern Thrusters
Echo Sounder	Gratings of Sea Chests	Intakes and Outtakes	Blade Roots	Stern Flap	Skegs	Boottop
Bubbler ports	Hull or drop keel-mounted multi-beam sonar					

	Mandatory Criteria	Instructions	Supplier's Response
<b>Filtration Requirements</b>			
<b>MA11</b>	<p>The Supplier must demonstrate their system is capable of mechanical filtration of particulate matter with a minimum dimension of 10 µm, as well as provide specifications on the filtration equipment used, and the number of filtration stages employed within the filtration module of the in-water vessel cleaning system.</p>	<p>The Supplier must provide technical documentation indicating the filtration component of the in-water vessel cleaning system meets or exceeds the 10 µm filtration requirement specified. Details should include technical specifications on the filter(s) utilized in the system, as well as how many stages are employed during the filtration process.</p> <p>Note: acceptable forms of technical documentation may be in the form of reports or documentation, process flow diagrams, as well as pictures or videos</p>	<p><b>Yes/No</b></p> <p><b>Indicate Page</b></p>

	Mandatory Criteria	Instructions	Supplier's Response
<b>Filtration Requirements</b>			
		that demonstrate the particulate capture capacity.	
<b>MA12</b>	This Item has been intentionally Left Blank. No need to submit a response to this criteria number.		
<b>MA13</b>	<p>MA13 does not apply to systems that have a final-stage filtration pore size diameter of 2 µm or less.</p> <p>The Supplier must demonstrate that the post-filtration biological treatment component of their in-water vessel cleaning system will kill biological organisms, or render them non-viable and incapable of reproduction.</p> <p>Notes:</p> <ul style="list-style-type: none"> <li>Use of post-filtration biological treatment systems are exempt from this requirement if the Supplier's final-stage filtration pore size is 2 µm in diameter or smaller.</li> <li>Chemical treatment methods are permitted, but all water discharged to the marine environment must be in accordance with British Columbia's water quality guidelines, if applicable (see reference section for link to guidelines).</li> </ul>	<p>If MA13 applies, the Supplier must provide:</p> <ul style="list-style-type: none"> <li>Technical documentation on the post-filtration biological treatment component of the IWVC system employed; and</li> <li>A description of the methods the biological organisms are killed or rendered non-viable.</li> </ul> <p>The Supplier must provide as much detail as possible for this requirement so the evaluators may independently confirm the employed systems meets the intent of this requirement.</p> <p>If chemical dosing technologies are used, the Supplier must provide test reports that indicate the post-treatment discharge is within acceptable limits noted in BC's water quality guidelines.</p> <p>Examples of possible post-treatment methods include but are not limited to UV-C treatment, thermal treatment, and chemical dosing, provided the effluent is in compliance with British Columbia's water quality guidelines.</p>	<p><b>Yes/No</b></p> <p><b>Indicate Page</b></p>

	Mandatory Criteria	Instructions	Supplier's Response
<b>Monitoring Requirements</b>			
<b>MA14</b>	<p>The in-water vessel cleaning system must have a real-time surveillance capability on the cleaning apparatus that will allow for visual indication of any plume or excessive coating wear generated as a direct result of the cleaning operation.</p> <p>For diver-operated cleaning systems, the surveillance system may be diver-mounted.</p>	<p>The Supplier must provide technical documentation indicating a real-time surveillance capability is present on the cleaning apparatus, as well as indicate how many cameras there are, where these cameras are located, and the directions the cameras are looking.</p> <p>Acceptable evidence must be in the form of reports or documentation, as well as pictures or videos that</p>	<p><b>Yes/No</b></p> <p><b>Indicate Page</b></p>

	Mandatory Criteria	Instructions	Supplier's Response
<b>Monitoring Requirements</b>			
	Note: This requirement is intended to provide the operator with immediate feedback in order to take mitigating actions if a plume is detected and released.	demonstrate the surveillance system in use.	
<b>MA15</b>	<p>The in-water surveillance system located on the cleaning apparatus, or the diver operating the apparatus, must meet the following specifications:</p> <ul style="list-style-type: none"> <li>• Capability to produce all video generated during the cleaning operation that is viewable on Windows and Mac based systems;</li> <li>• Show a date and time stamp on recorded video; and</li> <li>• A minimum video quality of Standard High Definition with 1280 x 720 lines of resolution.</li> </ul>	<p>The Supplier must provide technical details on the camera system used that clearly indicates:</p> <ul style="list-style-type: none"> <li>• All in-water surveillance cameras are a minimum video quality of Standard High Definition with (1280 x 720);</li> <li>• The surveillance system is capable of recording the entire cleaning operation;</li> <li>• Show a date and time stamp on recorded video; and</li> <li>• The videos can be viewed on Windows and Mac based systems.</li> </ul>	<p><b>Yes/No</b></p> <p><b>Indicate Page</b></p>
	Mandatory Criteria	Instructions	Supplier's Response
<b>Ship Specific Requirements</b>			
<b>MA16</b>	<p>MA16 does not apply to non-contact cleaning apparatus.</p> <p>Assuming a level of fouling equal to FR40 the Supplier must demonstrate their in-water vessel cleaning system is safe for use on the underwater hull coating system types listed in Table B-3, below, with no visual signs of wear, swirl marks, scrapes, or gouges.</p> <p>The maximum allowable accelerated coating depletion per cleaning event must not exceed the values shown in <a href="#">Table B-2</a>.</p> <p>Notes:</p> <ul style="list-style-type: none"> <li>• Mechanical abrasion due to dislodgement of hard fouling that becomes entrapped by cleaning brushes do not count in this context;</li> <li>• Being unable to clean specific coating system types will not</li> </ul>	<p>If MA16 applies, the Supplier must provide a minimum of one of the following forms of demonstrated evidence for this requirement, such as:</p> <ul style="list-style-type: none"> <li>• A coating manufacturers' endorsement letter supporting their cleaning system is safe for use on their antifouling or foul release coating system(s); or</li> <li>• Other empirical evidence that demonstrates no visual signs of wear, swirl marks, scraps, or gouge marks from the use of their IWVC system cleaning apparatus on the hull's surface.</li> </ul> <p>Demonstrated evidence for this requirement is mandatory. If the Supplier cannot provide the demonstrated evidence for this requirement within their submission, the Supplier must indicate a reasonable date by which they will provide this evidence in order to comply with MA16.</p>	<p><b>Yes/No</b></p> <p><b>Indicate Page</b></p>

	Mandatory Criteria	Instructions	Supplier's Response
<b>Ship Specific Requirements</b>			
	<p>disqualify the Supplier from the pre-qualification process; it will limit the types of coatings they are eligible to clean. See <a href="#">Table B-3</a>; and</p> <ul style="list-style-type: none"> <li>Each ship-specific Statement of Work (SOW) will indicate the coating type(s) employed and their location on the hull.</li> </ul>	Not providing this information will result in a rejection from this process.	

**Table B-2:** Acceptable wear rates per cleaning event by coating type

	Antifouling	Foul Release	Hybrid
<b>Permissible Wear per Cleaning Event</b>	30 µm	14 µm	21 µm

Note: This Request for Supply Arrangement (RFSA) will establish a list of suppliers for Vessel Cleaning Services qualified under one or more separate streams. The qualifications, based on the equipment permitted to clean the coating types currently applied to the Government of Canada's fleet of vessels, are listed in the table below.

**Table B-3:** Permitted cleaning methods and implements used by cleaning apparatus versus coating type and National Safety and Security fleet are as follows

Coating System	Hard Brushes (Steel)	Hard Brushes (Polymer)	Soft Brushes	Pressurized Water	Wiper Blades	Magnetically Attaching to Hull Cleaning Apparatus Permitted	
						Canadian Coast Guard Fleet	Royal Canadian Navy Fleet
<b>Antifouling</b>	No	Yes <i>(Conditionally)*</i>	Yes	Yes	Yes <i>(Conditionally)*</i>	Yes	No
<b>Abrasion Resistant Non-Biocidal</b>	Yes	Yes	Yes	Yes	Yes	Yes	No
<b>Foul Release</b>	No	No	Yes	Yes	No	Yes	No
<b>Hybrid</b>	No	No	Yes	Yes	No	Yes	No

\* **Conditionally:** See technical requirements noted in **Annex A**, Technical Requirements, [Section 3.6, Conditional Clauses](#).

#### 4.1.1.1 B - INFORMATIONAL REQUIREMENTS

This section must be completed by the Supplier.

In this section,

- **Must:** conveys a mandatory requirement
- **Should:** conveys preference (and is thus not a requirement)
- **May:** conveys a permission
- **Notes** are used only to provide information and are thus not requirements

Suppliers should answer the questions as completely as possible. The information will be kept in-confidence and will be used to categorize and plan logistics activities required by the respective government departments or agencies requiring vessel hull cleaning services.

If a question does not apply to your cleaning technology, please indicate "Not Applicable" with a short description why it is not applicable.

If a question requires assumptions to be made in order to properly answer the question, please state all assumptions so the proper context may be understood by the reviewers.

Informational Criteria/Questions		Supplier's Response/Page number
<b>Stream</b>		
<b>S1</b>	Which Stream or Streams would you consider your company to be qualified to fulfill in accordance with the mandatory requirements of 4.1.1.1A?	
<b>Location and Schedule</b>		
<b>L1</b>	<p>The primary customer departments for this Supply Arrangement will be Canada's National Safety and Security Fleet, more specifically, the RCN, and CG.</p> <p>RCN has two main naval bases located in Halifax, Nova Scotia and Esquimalt, British Columbia.</p> <p>CG's larger bases are located in Dartmouth, Nova Scotia; St. John's, Newfoundland; Victoria, British Columbia; and Quebec City, Quebec.</p>	
<b>Cost Estimate</b>		
<b>C1</b>	<p>Assuming a level of fouling equal to FR40, provide rough-order-magnitude cost estimates, in CAD, for the following sizes of vessels:</p> <ul style="list-style-type: none"> <li>• 30 m;</li> <li>• 50 m;</li> <li>• 100 m;</li> <li>• 150 m; and</li> <li>• 175 m.</li> </ul>	
<b>Q1</b>	<p>Q1.1 What location or locations does your Company, or its Licensee(s), plans on establishing IWCC service that will fall under this Supply Arrangement?</p> <p>Note: the two specified locations within Section L1 above.</p>	

	<p>Q1.2 When does your company estimate they will be available to provide IWCC services in the location(s) specified in Question Q1.1? Please be as realistic in your estimate as possible, and state any assumptions, if necessary.</p>	
	<p>Q1.3 Vessels requiring cleaning will likely be stationed at various jetties within their respective harbours or formations.</p> <p>Is your IWCC system transportable, and able to be set up at the vessels locations?</p>	
<b>Cleaning Operation Logistics</b>		
<b>Q2</b>	<p>Q2.1 How many employees are required to perform a cleaning operation?</p> <p>Note: All employees must have a minimum security clearance of Enhanced Reliability (Level I) and may require additional clearance based on the scope of work.</p>	
	<p>Q2.2 Will the IWCC system require municipal services, such as; fresh water services, municipal black water services, or power utility services to operate the IWCC system?</p> <p>If so, please provide details on the</p> <ul style="list-style-type: none"> <li>○ flow rates required for hourly fresh water demand,</li> <li>○ an approximation of hourly greywater discharge,</li> <li>○ the power demand characteristics of their system for Voltage, Amperage, and Peak Power Demand in kW required to support the cleaning operation.</li> </ul> <p>State any assumptions necessary to answer this question, or provide an example based on previous experience.</p>	
	<p>Q2.3 How much time is required to mobilize the IWCC equipment prior to a cleaning operation?</p> <p>State any additional assumptions that may be particular to your equipment.</p> <p>Notes: Assume that</p> <ul style="list-style-type: none"> <li>• the necessary equipment has just arrived on site adjacent to the target vessel, and</li> <li>• that all pre-cleaning maintenance operations, safety checks, and equipment adjustments are performed during the mobilization process such that the in-water cleaning apparatus is ready to deploy into the water to commence the cleaning operation.</li> </ul>	
	<p>Q2.4 What is the minimum distance required between the jetty wall and the target vessel to facilitate the cleaning of both the port and starboard sides of the vessel's underwater hull, and niche areas?</p>	

	<p>Note: This information is important for selection of the proper fenders so the entire vessel may be cleaned without the need for reorientation, and to provide sufficient clearance for a safe working environment for divers that may be required to operate or observe the cleaning operation.</p>	
	<p>Q2.5 Is the umbilical used of the IWCC system long enough to clean both sides of the vessel without moving the IWCC system?</p> <p>Note: See <a href="#">Table B-4</a> and <a href="#">Table B-5</a>, below, for RCN and CG vessel dimensions.</p>	
	<p>Q2.6 How many vehicles or shipping containers are required, or will need to be present during a cleaning operation?</p> <p>Notes:</p> <ul style="list-style-type: none"> <li>This information is required in-order-to understand how much space will be required on the jetty next to the target vessel.</li> <li>Only vehicles or equipment that are absolutely necessary for the cleaning operation will be permitted at the jetty. Personal vehicles will need to be parked in visitor parking lots.</li> </ul>	
	<p>Q2.7 What is the "wet weight" of the IWCC system when it is fully operational?</p> <p>Note: This information is required to ensure that equipment present for the cleaning operation does not exceed the loading capacities of the jetty the IWCC system is stationed on.</p>	
<b>IWCC Equipment</b>		
<b>Q3</b>	<p>Q3.1 Does your IWCC system have an additional capability to capture dissolved contaminants through use of a sorption medium, or other technological means, that will allow for removal of dissolved contaminants, such as biocides and heavy metals within the process water, to ensure process water is within the acceptable limits identified in British Columbia's (BC) Water Quality Guidelines prior to harbour discharge?</p> <p>Provide as much detail possible for this question, as it relates to the effectiveness of your system's ability to capture dissolved contaminants.</p> <p>Notes:</p> <ul style="list-style-type: none"> <li>Links to the BC Water Quality Guidelines may be found in the reference section of this Request for Supply Arrangement. The BC Water Quality Guidelines are referenced as they are based on Canadian provincial and federal jurisdictions (primarily the Canadian Council of the Ministers of the</li> </ul>	

	<p>Environment or CCME), as well as other jurisdictions, such as the United States, Europe, and Australia/New Zealand, and reflect published scientific literature.</p> <ul style="list-style-type: none"> <li>• Biocidal and contaminant loading of the local waters and sedimentation are key environmental concerns for the Government of Canada. The establishment of in-water cleaning services may increase the rate at which these contaminants enter the marine environment.</li> <li>• IWCC systems have been identified as a vector for enhanced release of dissolved contaminants, in the form of biocides.</li> <li>• IWCC systems using aggressive mechanical cleaning, such as; brush cart apparatus, will be required to have a treatment system capable of capturing dissolved contaminants such that post-treatment water discharge, meets the BC Water Quality Guidelines.</li> </ul>	
	<p>Q3.2 Does the IWCC system utilized by your company use magnetic attachment on the cleaning apparatus to adhere on the hull surface?</p> <p>Notes:</p> <ul style="list-style-type: none"> <li>• Magnetically attaching cleaning apparatus may be used on Canadian Coast Guard vessels.</li> <li>• Cleaning apparatus that use magnetic methods of attachment will not be permitted to operate on RCN vessels.           <ul style="list-style-type: none"> <li>○ Only suction-based attaching cleaning apparatus will be permitted on RCN vessels.</li> </ul> </li> <li>• Magnetically attaching cleaning apparatus will not work on aluminum hulls.</li> </ul>	
	<p>Q3.3 What is the cleaning rate of your IWCC system, for a vessel that possesses a Foul Rating of FR40, in units of Square Meters per Hour (m<sup>2</sup>/h)?</p> <p>State any relevant assumptions required to provide a reasonable estimate of your systems cleaning rate.</p> <p>Note: The reported cleaning rate must comply with the mandatory requirements stated in section 4.1.1.1A.</p>	
	<p>Q3.4 Is your IWCC system capable of cleaning vessel hulls with foul ratings between FR50 and FR100, in a manner that captures all hull-borne detritus generated as a direct result of the cleaning event?</p> <p>Provide an answer that indicates what the theoretical maximum allowable Foul Rating your IWCC system may handle, and provide an approximate time estimate on how much extra time would be required to clean a vessel in an environmentally compliant manner that will not overwhelm your IWCC system.</p> <p>You may indicate an increase in time as a percentage increase, or as a factor compared to the</p>	

	<p>level of effort required to clean a vessel with a Foul Rating of FR40.</p> <p>Example: The maximum theoretical Foul Rating the system is capable of is reported as FR80, and the approximate time to clean the entire vessel is 2.5 times, or 150%, greater than the time it would take to clean the same vessel with a Foul Rating of FR40.</p>	
<b>Testing and Certification</b>		
<b>Q4</b>	<p>Q4.1 Has your company performed third-party validation testing on the effectiveness of the capture, filtration, and treatment systems used?</p> <p>If so, please provide details on the types of test that were performed identifying the following:</p> <ul style="list-style-type: none"> <li>• third-party organization or company that performed this testing;</li> <li>• the types of testing performed, along with any test reports that will prove the effectiveness of your systems ability to capture particulates to the filtration level specified within the mandatory requirements stated in section 4.1.1.1A;</li> <li>• the effectiveness of your system's ability to kill or render organisms non-viable for organisms that were too small to capture through mechanical filtration; and</li> <li>• the effectiveness of capture of dissolved contaminants, if applicable to your IWCC system.</li> </ul>	
	<p>Q4.2 In what other countries has your IWCC system been certified for use?</p> <p>Indicate where, by what authority, and the basis for proving your company's IWCC system's safety for use within their jurisdiction.</p> <p>Additionally, please provide the certificate or a copy of the documentation that was issued by this jurisdictional authority.</p>	

**Table B-4:** Royal Canadian Navy vessel dimensions

Class	Tonnage (t)	Length (m)	Beam (m)	Draft (m)
<b>HALIFAX Class</b>	4,770	134.1	16.4	4.9
<b>KINGSTON Class</b>	970	55.3	11.3	3.4
<b>HARRY DEWOLF Class</b>	6,615	103.6	19.0	5.7
<b>PROTECTEUR Class</b>	20,240	173.7	24.0	7.6
<b>Canadian Surface Combatant</b>	6,900	149.9	20.8	6.0
<b>VICTORIA Class (Submarines)</b>	2,455	70,3	7.2	7.6

**Table B-5: Canadian Coast Guard vessel data by class and subclass**

Class	Sub-Class	Vessel	Tonnage (t)	Length (m)	Beam (m)	Draft (m)
<b>Heavy Icebreaker</b>		Louis S. St-Laurent	11 345	119.6	24.4	9.9
		Terry Fox	4 234	88	17.8	8.3
<b>Medium Icebreaker</b>		Amundsen	5 911	98.2	19.5	7.2
		Des Groseilliers	6 097	98.2	19.8	7.4
		Henry Larsen	6 167	99.8	19.6	7.3
		Pierre Radisson	5 775	98.2	19.2	7.2
		Captain Molly Kool	3 382	83.7	18	7.2
		Jean Goodwill				
		Vincent Massey				
<b>Multi-Purpose Vessels</b>	High Endurance Multi-Tasked Vessel – Light Icebreaker 	Ann Harvey	3 854	83	16.2	6.2
		Kopit Hopson	3 727	83	16.2	5.8
		George R. Pearkes	3 809	83	16.2	6
		Griffon	2 212	71.3	14.9	4.7
		Martha L. Black	3 818	83	16.2	6.1
		Sir Wilfrid Laurier	3 812	83	16.2	6
		Sir William Alexander	3 727	83	16.2	5.8
	Medium Endurance – Multi Tasked Vessel 	Bartlett	1 317	57.7	13	4.1
		Earl Grey	1 972	69.7	13.7	5.2
		Samuel Risley	1 967	69.7	13.7	5.2
	Offshore Patrol Vessel 	Cape Roger	1 255	62.5	12.1	5.3
		Cygnus	1 234	62.4	12.2	4
		Leonard J. Cowley	2 188	72	14.2	4.5
		Sir Wilfred Grenfell	2 404	68.5	15	5.4
		Tanu	754	52.1	9.9	3.5
<b>Offshore Oceanographic Science Vessel</b>		Hudson	3 444	90.4	15.4	6.8
		John P. Tully	2 195	67.9	14	4.5
<b>Offshore Fishery Science Vessel</b>		Alfred Needler	959	50.3	11	4.9
		Capt Jacques Cartier	2 975	63.4	16	6.2
		Sir John Franklin	2 976			
		Teleost	2 975			
		John Cabot	2 405	63	14.2	7.2
		A. Leblanc	253	42.8	7	2.8

Class	Sub-Class	Vessel	Tonnage (t)	Length (m)	Beam (m)	Draft (m)
<b>Mid-Shore Patrol Vessel</b>		Caporal Kaeble V.C.				
		Captain Goddard M.S.M.				
		Constable Carriere				
		Corporal McLaren M.M.V.				
		Corporal Teather C.V.				
		G. Peddle S.C.				
		M.Charles				
		Private Robertson V.C.				
<b>Air Cushioned Vehicle</b>		Mamilossa		28.5	12	
		Moytel				
		Sipu Muin				
		Siyay				
<b>Special Navais Vessel</b>		Dumit	569	48.8	12.2	1.6
		Eckaloo	661	49	13.4	1.4
<b>SAR Lifeboat</b>	Arun Class Lifeboat 	Bickerton	46	16.3	5.2	1.5
		Cap Aux Meules	43	15.8	5.2	1.3
		Clark's Harbour				
		Courtenay Bay				
		Sambro				
		Spindrift				
		Spray				1.5
		W. Jackman				1.3
		W.G. George				
	Westport					
	Bay Class Lifeboat 	Baie De Plaisance	100	19	6.3	1.7
		Conception Bay	82	19	6.3	1.7
		Mcintyre Bay				
		Pachena Bay				
		Pennant Bay				
		Sacred Bay				
	Cape Class Lifeboat 	Cap Aupaluk	34	14.6	4.3	1.4
		Cap Breton				
		Cap D'espoir				
Cap De Rabast						
Cap Nord						

Class	Sub-Class	Vessel	Tonnage (t)	Length (m)	Beam (m)	Draft (m)
		Cap Perce				
		Cap Rozier				
		Cap Tourmente				
		Cape Ann				
		Cape Calvert				
		Cape Caution				
		Cape Chaillon				
		Cape Cockburn				
		Cape Commodore				
		Cape Dauphin				
		Cape Discovery				
		Cape Dundas				
		Cape Edensaw				
		Cape Farewell				
		Cape Fox				
		Cape Hearne				
		Cape Kuper				
		Cape Lambton				
		Cape Mckay				
		Cape Mercy				
		Cape Mudge				
		Cape Naden				
		Cape Norman				
		Cape Palmerston				
		Cape Providence				
		Cape Rescue				
		Cape Spry				
		Cape St-James				
		Cape Storm				
		Cape Sutil				
		Thunder Cape				
	RBM Class Lifeboat	Laredo Sound	14	13.6	4.1	1.8
						
<b>Mid-Shore Science Vessel</b>		Limnos	489	44.8	9.8	2.6
		Otter Bay	21	13.4	4.2	1.5
		Vector	515	39.7	9.5	3.5
		Helen Irene Battle	15	12	4.6	0.8

Class	Sub-Class	Vessel	Tonnage (t)	Length (m)	Beam (m)	Draft (m)
Channel Survey & Sounding Vessel		Jean Bourdon				
Near Shore Fishery Research Vessel		Leim	211	22	9.2	NA
		M. Perley				
		Neocaligus	99	18.8	6.7	NA
		Vladykov	254	25	9.2	3.6
Specialty Vessel		Cape Light	21	14.6	4.9	0.8
		Caribou Isle	92	23	6	1.4
		Cove Isle	80	20	6	1.7

#### 4.1.2 Financial Evaluation

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

#### 4.2 Basis of Selection

##### 4.2.1 To be declared responsive, an arrangement must:

- Comply with the requirements of the Request for Supply Arrangements;
- Meet or exceed all mandatory technical evaluation criteria in [Table 4.1.1.1 A](#) AND provide answers to the Informational Requirements provided in [Table 4.1.1.1 B](#).
- Meet all Certification requirements

#### 4.3 Financial Viability

SACC Manual clause [S0030T](#) (2014-11-27) Financial Viability

### PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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 Additional Certifications Precedent to 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.

By submission of an arrangement, the Supplier certifies that it will meet all of the following requirements and will continue to meet those requirement throughout the Supply Arrangement period.

### 5.2.1 Integrity Provisions – Required Documentation

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

### 5.2.2 Education and Experience

By submission of an arrangement, the Supplier certifies that all the information submitted with the arrangement in regards to all proposed individuals (employees and subcontractors), particularly the information pertaining to education, certifications, achievements, experience and work history, has been verified by the Supplier to be true and accurate.

### 5.2.3 Certification Documentation

The Contractor must possess and maintain the following documents during the entire period of the SA and any resulting contract.

Certification documentation should be provided at time of Arrangement offer.

Suppliers who do not yet have a Canadian location will be granted up to two years to provide this documentation but will not be issued a Supply Arrangement until all the necessary documentation is provided. If the documentation is not provided within the two years suppliers will have to re-apply.

- a. Transport Canada inspection certificate for vessels used in this contract
- b. Inspection certificate for lifting equipment
- c. Certificate of compliance to the International Safety Management (ISM) code
- d. Occupational health and safety certificate (certificate of commitment CNESST)
- e. Radio Operator's Certificate / license

- 
- f. Valid Divers Certification (if applicable)

#### 5.2.4 Health and Safety Certification

1. The Supplier certifies it complies with all compulsory federal and provincial/territorial legislation or applicable foreign legislation regarding occupational health and safety by doing prescribed activities and have measures in place to ensure the health and safety of its employees at all times.
2. 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.

3. In addition, the Supplier certifies it will:
  - a. provide all the prescribed safety materials, equipment and devices and ensure its employees can use all prescribed safety materials, equipment, devices;
  - b. ensure that any of its activities will not endanger the health and safety of its employees;
  - c. place warning signs visible to all, at all time, on any hazardous substances;
  - d. ensure its facilities are properly vented and fitted for the activities conducted; and
  - e. ensure that its employees are instructed in respect to emergency procedures applicable to the facilities.

Any resulting contract will be subject to, but not limited to, the following regulations;

1. Marine Personnel Regulations (SOR/2007-115)
2. Hull Construction Regulations
3. Maritime Occupational Health and Safety Regulations (SOR/2010-120)

#### 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, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

#### Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the Financial Administration Act, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or

- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

#### **Former Public Servant in Receipt of a Pension**

As per the above definitions, is the Bidder a FPS in receipt of a pension? Yes ( ) No ( )

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2019-01 and the Guidelines on the Proactive Disclosure of Contracts.

#### **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

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

## 5.2.6 Attachment 1 – Supplier Check List

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

Failure to provide any of the mandatory information, documentation/certifications will render the arrangement non-responsive. Suppliers are not required to provide this check List with their arrangement.

RFSA Ref.	Documentation/information to be included with the Arrangement	Incl. with Arrangement
General	<i>*Cover page of the RFSA and all amendments are signed and included with the arrangement.</i>	<input type="checkbox"/>
Part 2 – <a href="#">2.6 Applicable Laws</a>	<i>*Indicate applicable laws of another province or Canadian territory, if desired.</i>	<input type="checkbox"/>
Part 2 – <a href="#">2.7 Electronic Payment of invoices</a>	<i>*Indicate acceptable method of payment, if desired.</i>	<input type="checkbox"/>
Part 2 – <a href="#">2.8 Supplier Representative</a>	<i>*Name and contact information of the Supplier or his representative.</i>	<input type="checkbox"/>
Part 2 – <a href="#">2.9 Insurance Requirement</a>	<i>****Letter from insurance broker or insurance company authorized to do business in Canada.</i>	<input type="checkbox"/>
Part 4 - <a href="#">Table 4.1.1.1 A Mandatory Technical Evaluation Requirements</a>	<b>MANDATORY WITH THE ARRANGEMENT –</b> <i>**Answers to all questions.</i>	<input type="checkbox"/>
Part 4 - <a href="#">Table 4.1.1.1 B Informational Requirements</a>	<b>MANDATORY WITH THE ARRANGEMENT –</b> <i>***Answers to all question.</i>	<input type="checkbox"/>
Part 5 – <a href="#">5.1.1 Integrity Provisions</a>	<b>MANDATORY WITH THE ARRANGEMENT –</b> <i>**Declaration of convicted offences form, if applicable.</i>	<input type="checkbox"/>
Part 5 – <a href="#">5.2.1 Integrity Provisions</a>	<i>*List of names as per the Ineligibility and Suspension Policy, Article 17.</i>	<input type="checkbox"/>
Part 5 – <a href="#">5.2.3 Certification Documentation</a>	<i>****To be provided before Supply Arrangement Award</i>	<input type="checkbox"/>
Part 5 - <a href="#">5.2.4 Health and Safety Certification</a>	<i>****To be provided before Supply Arrangement Award</i>	<input type="checkbox"/>
Part 5 – <a href="#">5.2.5 Former Public Servant</a>	<i>****Former Public Servant Declaration form, if applicable.</i>	<input type="checkbox"/>

*\* Not mandatory for evaluation but should be provided with arrangement.*

**\*\* Mandatory with the arrangement for the conduct of the evaluation.**

**\*\*\*Mandatory with the arrangement but Suppliers who provide incomplete answers to Part 4 [Table 4.1.1.1B](#) – Informational Requirements will be offered 48 hours to complete upon request.**

**\*\*\*\*** Suppliers who do not yet have a Canadian location will be granted up to two years to provide this documentation but will not be issued a Supply Arrangement until all the necessary documentation is provided. If the documentation is not provided within the two years suppliers will have to re-apply.

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## PART 6 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES

### A. SUPPLY ARRANGEMENT

#### 6A.1 Arrangement

Public Works and Government Services Canada (PWGSC) requires suppliers capable of supplying in water vessel cleaning with capture services as identified in Annex "A" – Technical Requirements for In-Water Vessel Cleaning System, to various Government of Canada Departments and Agencies, *on an as and when requested basis*, in accordance with the Statement of Work that will be provided to the pre-qualified supplier for the requisite stream with the Bid solicitation. The four streams are identified as follows:

- Stream 1 Vessels with Antifouling Coatings**
- Stream 2 Vessels with Abrasion Resistant Non Biocidal Coatings**
- Stream 3 Vessels with Foul Release Coatings**
- Stream 4 Vessels with Hybrid Coatings**

#### 6A.2 Security Requirements

The following security requirements (Security Requirement Check List (SRCL)) and related clauses provided by the Contract Security Program) apply and form part of the Supply Arrangement.

Any future procurement actions undertaken in support of this Supply Arrangement may require suppliers to hold the following security clearance at a minimum:

- a. The Contractor/Supplier must, at all times during the performance of the contract/supply arrangement, hold a valid designated organization screening (DOS), issued by the CSP of the ISS, PWGSC
- b. The contractor/Supplier personnel requiring access to **protected** information, assets or sensitive work site(s) must **each** hold a valid **reliability status**, granted or approved by the CSP/ISS/PWGSC
- c. The contractor/Supplier **must not** remove any **protected** information or assets from the identified work site(s), and the contractor/Supplier must ensure that its personnel are made aware of and comply with this restriction
- d. Subcontracts which contain security requirements are **not** to be awarded without the prior written permission of the CSP/ISS/ PWGSC
- e. The contractor/Supplier must comply with the provisions of the:
  - a. Security Requirements Check List, attached at Annex F.
  - b. Industrial Security Manual (Latest Edition), see link below.

#### Security Requirements for Foreign Suppliers

The Canadian Designated Security Authority (Canadian DSA) for industrial security matters in Canada is the Industrial Security Sector (ISS), Public Works and Government Services Canada (PWGSC), administered by International Industrial Security Directorate (IISD), PWGSC. The Canadian DSA is the authority for confirming **Contractor/Subcontractor** compliance with the security requirements for foreign suppliers. The following security requirements apply to the foreign recipient **Contractor/Subcontractor** incorporated or authorized to do business in a jurisdiction other than Canada and delivering outside of Canada the services listed and described in the subsequent **contract/subcontract**.

1. The Foreign recipient **Contractor/Subcontractor** must be from a country within the North Atlantic Treaty Organization (NATO), the European Union (EU) or from a country with which Canada has an international bilateral security instrument. The Contract Security Program (CSP) has international

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bilateral security instruments with the countries listed on the following PWGSC website:  
<http://www.tpsgc-pwgsc.gc.ca/esc-src/international-eng.html>.

2. The Foreign recipient **Contractor/Subcontractor** must, at all times during the performance of the **contract/subcontract**, hold an equivalence to a valid Designated Organization Screening (DOS), issued by the Canadian DSA as follows:
  - i. The Foreign recipient **Contractor/Subcontractor** must provide proof that they are incorporated or authorized to do business in their jurisdiction.
  - ii. The Foreign recipient **Contractor/Subcontractor** must not begin the work, services or performance until the Canadian Designated Security Authority (DSA) is satisfied that all contract security requirement conditions have been met. Canadian DSA confirmation must be provided, in writing, to the foreign recipient **Contractor/Subcontractor** in an Attestation Form, to provide confirmation of compliance and authorization for services to be performed.
  - iii. The Foreign recipient **Contractor/Subcontractor** must identify an authorized Contract Security Officer (CSO) and an Alternate Contract Security Officer (ACSO) (if applicable) to be responsible for the overseeing of the security requirements, as defined in this **contract/subcontract**. This individual will be appointed by the proponent foreign recipient **Contractor's/Subcontractor's** Chief Executive Officer or Designated Key Senior Official, defined as an owner, officer, director, executive, and or partner who occupy a position which would enable them to adversely affect the organization's policies or practices in the performance of the **contract/subcontract**.
  - iv. The Foreign recipient **Contractor/Subcontractor** must not permit access to **CANADA PROTECTED A and/or B** information/assets, except to its personnel subject to the following conditions:
    - a) Personnel have a need-to-know for the performance of the **contract/subcontract**;
    - b) Personnel have been subject to a Criminal Record Check, with favourable results, from a recognized governmental agency or private sector organization in **their country** as well as a Background Verification, validated by the Canadian DSA;
    - c) The Foreign recipient **Contractor/Subcontractor** must ensure that personnel provide consent to share results of the Criminal Record and Background Checks with the Canadian DSA and other Canadian Government Officials, if requested; and
    - d) The Government of Canada reserves the right to deny access to **CANADA PROTECTED** information/assets to a foreign recipient **Contractor/Subcontractor** for cause.
3. **CANADA PROTECTED** information/assets provided or generated pursuant to this **contract/subcontract** must not be further provided to a third party Foreign recipient Subcontractor unless:
  - a. written assurance is obtained from the Canadian DSA to the effect that the third-party Foreign recipient Subcontractor has been approved for access to **CANADA PROTECTED** information/assets by the Canadian DSA; and
  - b. written consent is obtained from the Canadian DSA, if the third-party Foreign recipient Subcontractor is located in a third country.

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4. The Foreign recipient **Contractor/Subcontractor** MUST NOT remove **CANADA PROTECTED** information/assets from the identified work site(s), and the foreign recipient **Contractor/Subcontractor** must ensure that its personnel are made aware of and comply with this restriction.
  5. The Foreign recipient **Contractor/Subcontractor** must not use the **CANADA PROTECTED** information/assets for any purpose other than for the performance of the **contract/subcontract** without the prior written approval of the Government of Canada. This approval must be obtained from the Canadian DSA.
  6. The Foreign recipient **Contractor/Subcontractor** must immediately report to the Canadian DSA all cases in which it is known or there is reason to suspect that **CANADA PROTECTED** information/assets pursuant to this **contract/subcontract** has been compromised.
  7. The Foreign recipient **Contractor/Subcontractor** must immediately report to the Canadian DSA all cases in which it is known or there is reason to suspect that **CANADA PROTECTED** information/assets accessed by the Foreign recipient **Contractor/Subcontractor**, pursuant this **contract/subcontract**, have been lost or disclosed to unauthorized persons.
  8. The Foreign recipient **Contractor/Subcontractor** must not disclose **CANADA PROTECTED** information/assets to a third party government, person, firm or representative thereof, without the prior written consent of the Government of Canada. Such consent must be sought through the Canadian DSA.
  9. The foreign recipient **Contractor/Subcontractor** requiring access to **CANADA PROTECTED A and/or B** information/assets, under this **contract/subcontract**, must submit a Request for Site Access to the Chief Security Officer of the requesting client department or agency.
  10. In the event that a Foreign recipient **Contractor/Subcontractor** is chosen as a supplier for this **contract/subcontract**, subsequent country-specific foreign security requirement clauses must be generated and promulgated by the Canadian DSA, and provided to the Government of Canada Contracting Authority, to ensure compliance with the security provisions, as defined by the Canadian DSA, in relation to equivalencies.
  11. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of the Canadian DSA.
  12. All Subcontracts awarded to a third party foreign recipient are NOT to be awarded without the prior written permission of the Canadian DSA in order to confirm the security requirements to be imposed on the subcontractors.
  13. All Subcontracts awarded by a third party foreign recipient are NOT to be awarded without the prior written permission of the Canadian DSA in order to confirm the security requirements to be imposed on the subcontractors.
  14. The Foreign recipient **Contractor/Subcontractor** must comply with the provisions of the Security Requirements Check List attached at Annex F.

Canada has the right to reject any request to electronically access, process, produce, transmit or store **CANADA PROTECTED** information/assets related to the Work in any other country if there is any reason to be concerned about the security, privacy, or integrity of the information.

For additional information on security requirements, Suppliers should refer to the Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

**Note: Canada reserves the right to issue on a case by case basis security requirements associated with individual contracts. Any work on RCN submarines requires Level II, Secret clearance.**

*Blank Security Requirements Check List can be found at:*

<https://www.tbs-sct.gc.ca/tbsf-fsct/350-103-nf.pdf>

### **6A.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.

#### **6A.3.1 General Conditions**

[2020](#) (2022-01-28), General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the Supply Arrangement.

#### **6A.3.2 Supply Arrangement Reporting**

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 contracts issued by Canada.

The Supplier must provide this data in accordance with the reporting requirements below. 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 data required for each report are:

- a. Contract number;
- b. Amendment number, if applicable;
- c. Date of request;
- d. Name of Identified User representative;
- e. Service completed;
- f. Region where work was performed;
- g. Number of hours required to complete the Work;
- h. Total of contract (tax excl.); and
- i. Amount of jobs created and/or sustained.

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

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; and
- 4<sup>th</sup> quarter: January 1 to March 31.

### **6A.4 Term of Supply Arrangement**

#### **6A.4.1 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.

The period for awarding contracts under the Supply Arrangement begins immediately after issuance of Supply Arrangements.

## **6A.5 Comprehensive Land Claims Agreements (CLCAs)**

The Supply Arrangement (SA) is for the delivery of the requirement detailed in the SA to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements (CLCAs).

## **6A.6 Authorities**

### **6A.6.1 Supply Arrangement Authority**

The Supply Arrangement Authority is:

Name: Dianne Tinkess  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Marine Services and Small Vessels Sector  
Address: Place du Portage, Phase III  
11 Laurier St.  
Gatineau, Quebec K1A 0S5

Telephone: 819-271-7829  
E-mail address: [Dianne.Tinkess@tpsgc-pwgsc.gc.ca](mailto:Dianne.Tinkess@tpsgc-pwgsc.gc.ca)

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

### **6A.6.2 Supplier's Representative**

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

Name:  
Title:  
Address:  
Phone number(s):  
Email:

## **6A.7 Identified Users**

The Identified Users (IU) 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.

## **6A.8 On-going Opportunity for Qualification**

After the initial Supply Arrangements have been issued to qualified suppliers, a Notice will be posted on an as and when required basis on the Government Electronic Tendering Service (GETS) to allow new suppliers to become qualified. Existing qualified suppliers, who have been issued a supply arrangement, will not be required to submit a new arrangement but must submit a new arrangement to be qualified on

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any additional streams. Suppliers will have an on-going opportunity for qualification during the RFSA validity period.

Only suppliers who are pre-qualified at the time individual bid solicitations are issued will be eligible to bid.

Pre-qualified suppliers may be required to become requalified by providing additional information/certifications should new industry regulations and standards come into effect/existence.

#### **6A.9 Priority of Documents**

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

- (a) the articles of the Supply Arrangement;
- (b) the general conditions 2020 (2022-01-28), General Conditions - Supply Arrangement - Goods or Services;
- (c) Annex "A", Technical Requirements for In Water Vessel Cleaning System;
- (d) Annex "B", Statement of Work and Hull Survey;
- (e) Annex "C", In-Water Vessel Cleaning Streams;
- (f) Annex "F", Security Requirements Check List;
- (g) The Supplier's arrangement dated \_\_\_\_\_.

#### **6A.10 Certifications and Additional Information**

##### **6A.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 constitute the Supplier in default. 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.

##### **6A.11 Applicable Laws**

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 \_\_\_\_\_ (*insert the name of the province or territory as specified by the Supplier in the arrangement, if applicable*).

##### **6A.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.

## **B. BID SOLICITATION**

The following General Information, the Bidder Instructions, the Bid Preparation Instructions and, the Evaluation Procedures and Basis of Selection applies to all Solicitations resulting from this Supply Arrangement (SA).

### **6B.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 (RFSA), 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 Contracting Authority 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 Contracting Authority.*

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

## 6B.2 Bid Solicitation Documents

The Bid Solicitation will contain at a minimum the following:

1. The Service Request Form;
2. Pricing Schedule
3. Statement of Work;
4. Hull Survey (if applicable); and
5. SRCL (if applicable)

## 6B.3 Bid Solicitation Process

Bids will be solicited for specific requirements within the scope of the Supply Arrangement (SA) from suppliers who have been issued a SA.

The bid solicitation will be sent directly to the pre-qualified Suppliers within the stream of service required.

Bids must be submitted to the Contracting Authority identified in the solicitation by the date, time and place indicated on page 1 of the Bid solicitation.

Suppliers will have 15 calendar days to submit their bid. This time may be extended based upon a requirement's complexity.

**Contracting Authorities of Public Works and Government Services Canada (PWGSC) only, will be responsible for the bid solicitation process and the award of contracts.**

### 6B.3.1 Selection of Bidders

All suppliers who have been pre-qualified on the required stream will be invited to bid on the requirement.

### 6B.3.2 Distribution of Bid Solicitation

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

## 6B.4 Bid Preparation Instructions

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

The Bidder's bid is [Part 2](#) of the Service Request Form including all mandatory information, documentation and/or certifications requested in Part 1.

[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.

### 6B.4.1 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 all mandatory information, documentation and/or certification(s) requested in Part 1 with their bid.

Failure to provide any of the mandatory information, documentation and/or certification(s) 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, 2 and 3 – Name of Contracting Authority, Phone and Email**

Contracting Authority is from Public Works and Government Services Canada (PWGSC) and will be responsible for the bid solicitation process and the award of contracts only.

All communication during bid solicitation must be with the Contracting Authority only. Inquiries should be made using the email address provided.

**Box 4 – 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.

*Note: As per the Article 6A.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 5 – Solicitation Date**

The Contracting Authority will add the date of the Solicitation.

**Box 6 – Solicitation number**

The Contracting Authority will add the solicitation number. Suppliers should add the solicitation number as a reference to any communication with the contracting authority during the bid solicitation period until contract award.

**Box 7 – Amendment**

If any changes are required to the bid solicitation during the bid solicitation period, the contracting authority will indicate the amendment number associated with the changes before providing the amendment to the qualified suppliers.

**Box 8, 9 and 10 – Representative of the Identified User, Phone and Email**

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.

*Note: The names of the Project Authority will be added to Part 3 of the Service Request Form at contract award (Box 58). See Contract Clause [6C.5](#) for the responsibilities of the Contracting and Project Authorities.*

**Box 11 – 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:

- |             |            |
|-------------|------------|
| 1. Arctic   | 4. Ontario |
| 2. Atlantic | 5. Pacific |
| 3. Quebec   |            |

Box 12 – Will new Security Requirements Check List (SRCL) be required?

If additional security measures are required the new form will be attached.

Box 12a – Security Clauses

If a SRCL is required, the security clauses will be listed in this section.

#### VESSEL PARTICULARS

**Note: Should the requirement be for more than one Vessel, the form will be modified to accommodate the requirement.**

**Note: If more than one vessel will be included in the contract there will be multiple sets of boxes for Boxes 13 – 36 and will be identified with an “a”, “b” etc. For example, Vessel 1 will have boxes 13, 14, 15 etc. and Vessel 2 will have boxes 13a, 14a, 15a etc.**

Box 13 – 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.

Box 14 to Box 27 – Vessel Particulars

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

#### LOCATION OF VESSEL

Box 28 – 31 Location

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

#### TIMELINES

Box 32 – Availability of Vessel

The Contractor must complete the Work on the vessel within the timelines specified.

Box 33 – Due date for deliverables

All deliverables must be provided by the date specified.

#### REQUIREMENT

Box 34 – Streams of Work

The representative of the Identified User will check which service(s) are required.

Box 35 – Magnetically Attached Cleaning Apparatus Permitted

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The representative of the Identified User will check whether magnetically attached cleaning apparatuses are permitted or not. This, along with the streams of work will determine which prequalified suppliers will be allowed to submit a bid.

#### Box 36 – Deliverable(s)

The representative of the Identified User will indicate in which format (see 1 to 3 below) to deliver the deliverables, and will indicate if the final deliverable(s) must be provided in English, French or in both official languages. Specific delivery instructions may also be provided if required.

1. Hard copy and/or
2. Electronic copy via email
3. Electronic copy on USB Key

#### Box 37 – Bid Solicitation Closing Date and Enquiry Limit

All bids must be received by the bid solicitation closing date specified. Enquiries should be received within the time specified. Enquiries received after may not be answered.

#### **6B.4.2 Bid Service Request Form Part 2**

Part 1 of the Service Request Form is the solicitation document. Bidders must complete Part 2 of the Service Request Form and provide all mandatory information, documentation and/or certification(s) requested in Part 1 with their bid.

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:

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#### Box 38 – Company Name

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

#### Box 39 to 41 – 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.

*Note: 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.*

#### INDIVIDUAL(S) THAT WILL PERFORM THE WORK

#### Box 42 to 45 – Name, Function, Company and Email

The Bidder must provide the name, function, company name if applicable and email addresses of all proposed individuals for the Work.

Subcontractors - If the bid includes the use of subcontractors, the Bidder agrees, upon request from the Contracting Authority, to provide a list of all subcontractors including a description of the things to be purchased, a description of the work to be performed and the location of the performance of that work. The list should not include the purchase of off-the-shelf items, software and such standard articles and materials as are

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ordinarily produced by manufacturers in the normal course of business, or the provision of such incidental services as might ordinarily be subcontracted in performing the Work.

#### FINANCIAL PROPOSAL/BASIS OF PAYMENT

##### Box 46 to 48 – Price, Tax and Total Firm Price

The Bidder must indicate the firm price (Canadian currency) to complete the Work for each vessel described on the Service Request Form in accordance with the Statement of Work (SOW). Tax must be shown separately.

**Bidders must complete and provide Annex G - Pricing Schedule as part of their Financial proposal.**

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

*Note: Should more than one vessel be included in the requirement boxes 46 to 48 would have multiple lines, one for each vessel and would be identified as 46a, 47a etc.*

##### Box 49 – Unscheduled Work 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.

*Note: 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 50 – Total Firm Price of All Vessels

The Bidder must indicate the total firm price (Canadian currency) to complete the Work for all vessels described on the Service Request Form in accordance with the Statement of Work (SOW). Taxes included.

##### Box 50a – Payment

The Bidder must check the appropriate check box for either single payment (1 vessel) or Milestone payments (multiple vessels).

#### CERTIFICATION AND SIGNATURE

##### Box 51 – 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>).

Box 52 – Signature

**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 Work (SOW).
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 52a – Submission Date

The Bidder must indicate the bid submission date. The bid submission date is the date the bid including all supporting information, documentation and/or certifications is sent to the Contracting Authority.

#### **6B.4.3 Bid Solicitation Closing Date**

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

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

#### **6B.4.4 Submission of Bid**

Bids must be submitted only to the Contracting Authority at the email address identified in Box 3 of the Service Request Form.

#### **6B.5 Evaluation Procedures**

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

##### **6B.5.1 Phase 1 – General Evaluation**

In order to be compliant, the Bidder must provide with its bid,

1. All information, documentation and/or certificates requested in Part 1 and Part 2 of the Service Request Form and meet all mandatory requirements.
2. 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 must report any changes and provide the revised information/documentation, as applicable.

**Note: Part 2 of the Service Request Form must be signed by the Bidder and include a submission date.**

##### **6B.5.2 Phase 2 – Evaluation of Price**

If the Bidder was found compliant in Phase 1 - General Evaluation, the evaluation of the price will be conducted 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 firm price identified by the Bidder.

*For example (all amounts are fictional):*

	<i>Bidder 1</i>	<i>Bidder 2</i>	<i>Bidder 3</i>
<i>Firm Price</i>	<i>\$1,500</i>	<i>\$1,000</i>	<i>\$1,750</i>
<i>Hourly rate</i>	<i>\$100 x 10 hrs = \$1000</i>	<i>\$75 x 10 hrs = \$750</i>	<i>\$50 x 10 hrs = \$500</i>
<i>Amount used for evaluation purposes</i>	<i>\$2,500</i>	<i>\$1,750</i>	<i>\$2,250</i>

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

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

### **6B.5.3 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 53 – General Evaluation**

The Contracting Authority will indicate if the bid was found to be responsive or non-responsive.

*Note: 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.*

##### **Box 54 – Evaluation of Price**

The evaluation of price will only be completed by the Contracting Authority. If the bidder's bid was found responsive in Phase 1 of the evaluation. The Contracting Authority 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 55 to 57 – Contracting Authority, Phone and Email**

In addition to 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 [6C.5.1](#).

##### **Box 58 to 60 – 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 [6C.5.2](#).

##### **Box 61 – Successful Bidder**

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

Box 62 – Contract Price

The firm price of the Contract will be added to the Contract.

Box 63 – Contract Number

The Contract number will be added to the Contract.

*Note: 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 64 and 65 – Signature of Contracting Authority and Contract Award Date

The period of the Contract will be from the date of contract award indicated in Box 65 of the Service Request Form to the date the final deliverables must be delivered on in Box 33 (this includes all work to be done on the vessel). As soon as the Contractor receives the signed Contract, he must review the Statement of Work and provide the required documentation as specified within the specified time to the Project Authority.

#### **6B.6 Basis of Selection**

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be awarded the Contract.

## C. RESULTING 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:

### 6C.1 Requirement

The Contractor must provide the Service and complete the Work described on Service Request Form and in accordance with the Statement of Work (SOW) – Annex “B”.

### 6C.2 Standard Clauses and General Conditions

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

**2010C** (2022-01-28), General Conditions – Services, 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.

### 6C.3 Period of the Contract

The period of the Contract will be indicated in the Service Request Form, Box 32.

### 6C.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.

### 6C.5 Authorities

#### 6C.5.1 Contracting Authority

For all contracts issued against this SA, the Contracting Authority will be the Supply Arrangement Authority. See Section A, Clause [6A.6.1](#).

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

#### 6C.5.2 Project Authority

The Project Authority for the Contract is the representative of the Identified User (IU) identified on the Service Request Form.

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.

### **6C.5.3 Inspection Authority**

The Inspection Authority for the Contract is the representative of the IU identified on Service Request Form

The Inspection Authority is the representative of the department or agency for whom the Work is being performed under the Contract and is responsible for inspection of the Work and acceptance of the finished work. The Inspection Authority may be represented on-site by a designated inspector and any other Government of Canada inspector who may from time to time be assigned in support of the designated Inspector.

### **6C.5.4. Contractor's Representative**

The Contractor's representative is responsible for the Work. See Section A, clause [6A.6.2](#).

### **6C.6 Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm price identified in Box 48 of the Service Request form.

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 has been accepted by Canada.

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

### **6C.7 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.

*Note: 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 and/or the optional services.

### **6C.7.1 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 66 – Request Number**

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

#### **Box 67 – Contract Number**

The Contract Number should be the same as identified in box 63 of the Service Request Form.

#### **Box 68 – Name of Vessel**

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

#### **Box 69 – 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 70 – Reason for Unscheduled Work**

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

#### **Box 71 – Streams of Work**

All services identified must be completed as per the Unscheduled Work Request Form in accordance with the Statement of Work.

#### **Box 72 - Magnetically Attached Cleaning Apparatus Permitted**

The representative of the Identified User will check whether magnetically attached cleaning apparatuses are permitted or not.

#### **Box 73 – Specific tasks, instructions and/or comment and Restrictions**

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

#### **Box 74 – Deliverable(s)**

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

1. Hard copy and/or

2. Electronic copy via email
3. Electronic copy on USB Key

#### Box 75 – Availability of Vessel

If applicable, the Project Authority will indicate the period in which the unscheduled Work must be completed on the vessel.

#### Box 76 – Due Date for Deliverables

All final deliverables must be provided by the specified date.

#### Box 77 - Timeline

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

#### Box 78 to 81 – Name of Individuals that will perform the Work

Name of individuals performing the work.

#### Box 82 – Hours

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

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

#### Box 83 – Hourly Rate

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

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

#### Box 84 to 86 – Subtotal, Tax and Total Firm Price

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

*Note: 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 "travelers", 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 87 – Remarks

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

#### Box 88 and 89 – 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 in accordance with the Statement of Work.
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 90 to 92 – 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.

Box 93 to 95 – 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 96 and 97 – Previous Contract Price and Revised Contract Price

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

#### **6C.8 SACC Manual Clauses**

SACC Manual clause [A0285C](#) (2007-05-25) Workers Compensation  
SACC Manual clause [C0711C](#) (2008-05-12) Time Verification  
SACC Manual clause [A9117C](#) (2007-11-30) T1204 - Direct Request by Customer Department  
SACC Manual clause [A2000C](#) (2006-06-16) T1204 - Foreign Nationals (Canadian Contractor)  
SACC Manual clause [C0002T](#) (2010-01-11) Price Certification - Canadian-based Suppliers (if applicable)  
SACC Manual clause [C0100C](#) (2010-01-11) Discretionary Audit – Commercial Goods and/or Services (if applicable)

#### **6C.9 Basis of Payment – Firm Price**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Box 62.

*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.*

##### **6C.9.1 Single Payment**

If "single payment" in Box 50a is checked Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

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

##### **6C.9.2 Milestone Payments**

If "milestone payment" in Box 50a is checked, Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:

- a. an accurate and complete claim for payment using [PWGSC-TPSGC 1111](#), Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all the certificates appearing on form [PWGSC-TPSGC 1111](#) have been signed by the respective authorized representatives;
- c. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

### 6C.9.3 Milestone Schedule

The schedule of milestones for which payments will be made in accordance with the Contract is as follows:

Mil. #	Description	Work Completed / Deliverable(s)	Firm Amount	Delivery Date
1	Cleaning of Vessel #1	Cleaning of Vessel #1 is completed in accordance with the contract and the deliverables were received and accepted/approved by Canada		
2	Cleaning of Vessel #2	Cleaning of Vessel #2 is completed in accordance with the contract and the deliverables were received and accepted/approved by Canada		
3	Waste Disposal	Waste is properly disposed of for all vessels in accordance with the contract and waste certificate was received/approved by Canada		
Total				

*For certain requirements, the Schedule of Milestones is subject to change. If Canada decides to change it, the representative of the Identified User will provide the revised schedule with the Service Request Form.*

### 6C.9.4 Invoicing Instructions

#### 6C.9.4.1 Invoicing Single Payment

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

Each invoice must be supported by:

- (a) a copy of time sheets to support the time claimed;
- (b) a copy of the release document and any other documents as specified in the Service Request Form; and
- (c) a copy of the invoices of subcontractors, if applicable.

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

#### **6C.9.4.2 Invoicing Milestone Payments**

1. The Contractor must submit a claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment.

Each claim must show:

- a. all information required on form [PWGSC-TPSGC 1111](#);
- b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions; and
- c. the description and value of the milestone claimed as detailed in the Contract.

Each claim must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses;
- c. a copy of the monthly progress report.

2. The Contractor must prepare and certify the claim on form [PWGSC-TPSGC 1111](#), and forward it to the Project Authority and one copy to the Contracting Authority of the Contract for appropriate certification after inspection and acceptance of the Work taken place.

3. The Contractor must not submit claims until all work identified in the claim is completed.

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

#### **6C.10 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.

### **6C.11 Applicable Laws**

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

### **6C.12 Dispute Resolution**

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

### **6C.13 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.

### **6C.14 Insurance Requirements**

The Contractor must comply with the insurance requirements specified in Articles [6C.14.1](#), [6C.14.3](#) and [6C.14.4](#) below. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

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

The Contractor must forward to the Contracting Authority within ten (10) days after the request, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy

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complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada.

### **6C.14.1 Commercial General Liability Insurance**

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

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the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

**6C.14.2** Clause deliberately left blank

**6C.14.3 Marine Liability Insurance**

1. The Contractor must obtain Protection & Indemnity (P&I) insurance that must include excess collision liability and pollution liability. The insurance must be placed with a member of the International Group of Protection and Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the Marine Liability Act, S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by Worker's Compensation as detailed in paragraph (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 assessed any additional levy, extra assessment or super-assessment by a Worker's Compensation Board, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.
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.

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- (b) Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Department of National Defence, Fisheries and Oceans Canada, Transport Canada and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
  - (c) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
  - (d) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - (e) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

- 4. 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.

#### **6C.14.4 Environmental Impairment Liability Insurance**

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

#### **6C.15 Priority of Documents**

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

- (a) The Articles of Agreement, Section C – Contract clauses;
- (b) The General Conditions **2010C** (2020-05-28), Services;
- (c) The General Conditions **1031-2** (2012-07-16), General Conditions - Contract Cost Principles;
- (d) Annex "A" - Technical Requirements for In Water Vessel Cleaning System;
- (e) Annex "B" - Statement of Work and Hull Survey as applicable;
- (f) Annex "C" - In-Water Vessel Cleaning Streams;
- (g) Annex "D" - Service Request Form;
- (h) Annex "G" – Pricing Schedule;
- (i) Annex "E" - Unscheduled Work Request Form, if applicable; and
- (j) Annex "F" - Security Requirements Check List, if applicable.

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## ANNEX A - TECHNICAL REQUIREMENTS FOR IN WATER VESSEL CLEANING SYSTEM

### 1. APPLICABLE DOCUMENTS

#### 1.1 REFERENCED PUBLICATIONS, SPECIFICATIONS AND STANDARDS

- Naval Sea Systems Command [Navsea] (2006). Naval Ships' Technical Manual Chapter 081. Waterborne Underwater Hull Cleaning of Navy Ships, Revision 5. Washington, DC: Naval Sea Systems Command.  
This document is publicly available by searching the title of this citation on all popular internet search engines.
- Morrissey, D., Inglis, G., Tait, L., Woods, C., Lewis, J., and Georgiades, E. (2015). Procedures for Evaluating in-Water Systems to Remove or Treat Vessel Biofouling. Available online at: <http://www.mpi.govt.nz/document-vault/10811>
- B.C. Ministry of Environment and Climate Change Strategy 2019. Copper Water Quality Guideline for the Protection of Freshwater Aquatic Life-Technical Report. Water Quality Guideline Series, WQG-03-1. Prov. B.C., Victoria B.C.  
[https://www2.gov.bc.ca/assets/gov/environment/air-land-water/water/waterquality/water-quality-guidelines/approved-wqgs/copper/bc\\_copper\\_wqg\\_aquatic\\_life\\_technical\\_report.pdf](https://www2.gov.bc.ca/assets/gov/environment/air-land-water/water/waterquality/water-quality-guidelines/approved-wqgs/copper/bc_copper_wqg_aquatic_life_technical_report.pdf)
- B.C. Ministry of Environment and Climate Change Strategy 2019. Copper Water Quality Guideline for the Protection of Marine Aquatic Life (Reformatted from: British Columbia Ministry of Environments and Parks, 1987. Water Quality Criteria for Copper). Water Quality Guideline Series, WQG-04. Prov. B.C., Victoria B.C.  
[https://www2.gov.bc.ca/assets/gov/environment/air-land-water/water/waterquality/water-quality-guidelines/approved-wqgs/copper/bc\\_copper\\_wqg\\_marine.pdf](https://www2.gov.bc.ca/assets/gov/environment/air-land-water/water/waterquality/water-quality-guidelines/approved-wqgs/copper/bc_copper_wqg_marine.pdf)
- B.C. Ministry of Environment and Climate Change Strategy 1999. Water Quality: Ambient Water Quality Guidelines for Zinc: Overview Report, Prov. B.C., Victoria B.C.  
[https://www2.gov.bc.ca/assets/gov/environment/air-land-water/water/waterquality/water-quality-guidelines/approved-wqgs/bc\\_env\\_zinc\\_waterqualityguidelines\\_overview.pdf](https://www2.gov.bc.ca/assets/gov/environment/air-land-water/water/waterquality/water-quality-guidelines/approved-wqgs/bc_env_zinc_waterqualityguidelines_overview.pdf)
- B.C. Ministry of Environment and Climate Change Strategy 2019. British Columbia Approved Water Quality Guidelines: Aquatic Life, Wildlife & Agriculture. Summary Report, Prov. B.C., Victoria B.C.  
[https://www2.gov.bc.ca/assets/gov/environment/air-land-water/water/waterquality/water-quality-guidelines/approved-wqgs/wqg\\_summary\\_aquaticlife\\_wildlife\\_agri.pdf](https://www2.gov.bc.ca/assets/gov/environment/air-land-water/water/waterquality/water-quality-guidelines/approved-wqgs/wqg_summary_aquaticlife_wildlife_agri.pdf)

#### 1.2 OTHER DOCUMENTS

- International Maritime Organization [IMO] (2011). Guidelines for the Control and Management of Ships' Biofouling to Minimize the Transfer of Invasive Aquatic Species. London: International Maritime Organization.  
[https://wwwcdn.imo.org/localresources/en/KnowledgeCentre/IndexofIMOResolutions/MEPCDocuments/MEPC.378\(80\).pdf](https://wwwcdn.imo.org/localresources/en/KnowledgeCentre/IndexofIMOResolutions/MEPCDocuments/MEPC.378(80).pdf)
- Voluntary Guidance for Relevant Authorities on In-Water Cleaning of Vessels.  
[Voluntary Guidance for Relevant Authorities on In-Water Cleaning of Vessels \(canada.ca\)](https://www2.gov.bc.ca/assets/gov/environment/air-land-water/water/waterquality/water-quality-guidelines/approved-wqgs/wqg_summary_aquaticlife_wildlife_agri.pdf)
- Tamburri MN, Davidson IC, First MR, Scianni C, Newcomer K, Inglis GJ, Georgiades ET, Barnes JM and Ruiz GM (2020) In-Water Cleaning and Capture to Remove Ship Biofouling: An Initial Evaluation of Efficacy and Environmental Safety. Front. Mar. Sci. 7:437.  
doi: 10.3389/fmars.2020.00437

## 2. DEFINITIONS, ABBREVIATIONS

### 2.1 DEFINITIONS

**Capture:** the operation of collecting detritus from a vessel hull through an umbilical cord, to a surface processing system.

**Clean:** action of removing detritus.

**Detritus:** biological, non-biological, and chemical particulate waste from captured effluent.

**Filtration:** removal of particulate, received from umbilical, through mechanical means.

**Full High Definition video:** defined as a picture resolution of 1920 × 1080 pixel area.

**Non-Viable:** organisms that do not have the ability to successfully generate new individuals in order to reproduce the species

**Standard High Definition video:** defined as a picture resolution of 1280 × 720 pixel area.

**Treatment:** within this technical statement of requirements, treatment is broken into two discrete post-filtration processes, which are:

1. a biological treatment component of their system that will either kill biological organisms, or render them non-viable and incapable of reproduction, and
2. a system capable of capturing dissolved solids through sorption or other means that will address water quality of IWCC system process water prior to discharge into the environment.

**Ultra HD:** defined as a picture resolution of 3840 × 2160 pixel. Also known 4K, UHD, Ultra-High Definition.

### 2.2 ABBREVIATIONS

IWCC	In-water clean and capture
IWVC	In-water vessel cleaning
RCN	Royal Canadian Navy
CG	Coast Guard
DFT	Dry Film Thickness
DND	Department of National Defence
EMS	Environmental Management System
QMS	Quality Management System
RMP	Risk Management Plan
FR	Foul Rating
µm	Micrometer (commonly known as a Micron)
OEM	Original Equipment Manufacturer
SOW	Statement of Work

HSMS	Health and Safety Management System
SRCL	Security Requirements Check List
ROV	Remotely Operated Vehicle

### 3. TECHNICAL REQUIREMENTS

#### 3.1 CERTIFICATION AND EXPERIENCE REQUIREMENTS

The Supplier and its Operators must be trained and certified for the use of the in-water vessel cleaning (IWVC) system by the Original Equipment Manufacturer (OEM).

The Supplier must employ trained personnel and operators for all positions necessary to perform the cleaning activity at all times during the cleaning event.

The operator may be situated in a control booth or room while remotely operating the cleaning apparatus.

The operator may be physically present in the water during the cleaning activity as the cleaning apparatus operator.

The Supplier must have an environmental management system (EMS) pertinent to in-water vessel cleaning system operation.

The Supplier must have a quality management system (QMS) pertinent to in-water vessel cleaning system operation.

The Supplier must have an environmental risk management plan (RMP) pertinent to in-water vessel cleaning system operation.

#### 3.2 CLEANING AND CAPTURE REQUIREMENTS

The Supplier must operate an in-water vessel cleaning system under this supply arrangement with:

- a) A mechanism for cleaning a hull,
- b) A system to capture detritus,
- c) A filtration component that meets the requirement indicated in MA11 of this RFSA and
- d) A biological treatment capability for the removal and processing of biological, non-biological, and coating particulate that is generated as a result of the vessel hull cleaning activity.

The in-water vessel cleaning system must be able to readily clean fouled underwater hull surfaces up to a Foul Rating of FR50 (Naval Sea Systems Command, 2006).

The Supplier must demonstrate their capture system's ability to suction hull-borne detritus for post-cleaning processing such that no visible plume is released into the water column. The Supplier may demonstrate this through the use of a non-toxic indicator methodology, or through a scientifically verifiable methodology of validating the IWVC system's ability to capture hull-borne detritus.

Acceptable methods include but are not limited to:

- Capture of non-toxic indicator released up to 50 cm away from the cleaning apparatus (meeting the intent of Morrissey et al. 2015),
- Capture of a non-toxic indicator contained within a hull-mounted packet that is ruptured by the cleaning apparatus during a cleaning activity (meeting the intent of Tamburri et al. 2020), or

Sampling of total suspended solids (TSS)—comparing the TSS levels adjacent to the cleaning apparatus to ambient TSS levels located a sufficient distance from the vessel that is beyond the influence of the cleaning operation.

The Supplier must indicate that the cleaning apparatus of their in-water vessel cleaning system is capable, when necessary, of adjusting the clearance between the cleaning apparatus and the hull surface to account for a range of hull fouling conditions, differences in the vessel hull profiles, and to accommodate hull features or appendages.

The Supplier must use cleaning tools that are capable of cleaning the niche areas indicated in Table A-1, below, without releasing hull-borne detritus into the marine environment.

*Table A-1: List of niche areas commonly found on Government of Canada vessels*

Niche Areas						
Bow	Sonar Dome	Bilge Keels	A-Brackets	Propeller Blades	Propeller Shaft	Fin Stabilizers and Pockets
Draft Lines	Reference Electrode	Dry Docking Support Strips	Stern Tube	Rudder	Ice Knife	Azimuth Thrusters
Speed Log	Cathodic Protection Anodes	Waterlines	Propeller Hub	Rudder Shaft	Pad Eyes	Bow/Stern Thrusters
Echo Sounder	Gratings of Sea Chests	Intakes and Outtakes	Blade Roots	Stern Flap	Skegs	Boottop
Bubbler ports	Hull or drop keel-mounted multi-beam sonar					

### 3.3 FILTRATION AND TREATMENT REQUIREMENTS

The Supplier must demonstrate their system is capable of mechanical filtration of particulate matter with a minimum dimension of 10 µm, as well as provide specifications on the filtration equipment used, and the number of filtration stages employed within the filtration module of the in-water vessel cleaning system.

MA13 does not apply to systems that have a final-stage filtration pore size diameter of 2 µm or less.

The Supplier must demonstrate that the post-filtration biological treatment component of their in-water vessel cleaning system will kill biological organisms, or render them non-viable and incapable of reproduction.

#### Notes:

- Use of post-filtration biological treatment systems are exempt from this requirement if the Supplier's final-stage filtration pore size is 2 µm in diameter or smaller.
- Chemical treatment methods are permitted, but all water discharged to the marine environment must be in accordance with British Columbia's water quality guidelines, if applicable (see reference section for link to guidelines).

### 3.4 MONITORING REQUIREMENTS

The in-water vessel cleaning system must have a real-time surveillance capability on the cleaning apparatus that will allow for visual indication of any plume or excessive coating wear generated as a direct result of the cleaning operation.

For diver-operated cleaning systems, the surveillance system may be diver-mounted.

Note: This requirement is intended to provide the operator with immediate feedback in order to take mitigating actions if a plume is detected and released.

The in-water surveillance system located on the cleaning apparatus, or the diver operating the apparatus, must meet the following specifications:

- Capability to produce all video generated during the cleaning operation that is viewable on Windows and Mac based systems;
- Show a date and time stamp on recorded video; and

A minimum video quality of Standard High Definition with 1280 x 720 lines of resolution.

### 3.5 SHIP SPECIFIC REQUIREMENTS

MA16 does not apply to non-contact cleaning apparatus.

Assuming a level of fouling equal to FR40 the Supplier must demonstrate their in-water vessel cleaning system is safe for use on the underwater hull coating system types listed in Table B-3, below, with no visual signs of wear, swirl marks, scrapes, or gouges.

The maximum allowable accelerated coating depletion per cleaning event must not exceed the values shown in [Table A-2](#).

Notes:

- Mechanical abrasion due to dislodgement of hard fouling that becomes entrapped by cleaning brushes do not count in this context;
  - Being unable to clean specific coating system types will not disqualify the Supplier from the pre-qualification process; it will limit the types of coatings they are eligible to clean. See [Table A-3](#); and
- Each ship-specific Statement of Work (SOW) will indicate the coating type(s) employed and their location on the hull.

**Table A - 2:** Acceptable wear rates per cleaning event by coating type

	Antifouling	Foul Release	Hybrid
<b>Permissible Wear per Cleaning Event</b>	30 µm	14 µm	21 µm

**Table A - 3:** Permitted cleaning methods and implements used by cleaning apparatus versus coating type and National Safety and Security fleet.

Coating System	Hard Brushes (Steel)	Hard Brushes (Polymer)	Soft Brushes	Pressurized Water	Wiper Blades	Magnetically Attaching to Hull Cleaning Apparatus Permitted

						Canadian Coast Guard Fleet	Royal Canadian Navy Fleet
<b>Antifouling</b>	No	Yes (Conditionally)	Yes	Yes	Yes (Conditionally)	Yes	No
<b>Abrasion Resistant Non-Biocidal</b>	Yes	Yes	Yes	Yes	Yes	Yes	No
<b>Foul Release</b>	No	No	Yes	Yes	No	Yes	No
<b>Hybrid</b>	No	No	Yes	Yes	No	Yes	No

**Conditionally:** See technical requirements noted in **Annex A**, Technical Requirements, [Section 3.6, Conditional Clauses](#)

### 3.6 CONDITIONAL CLAUSES

A predetermination of the vessel's coating system physical condition, as well as the level of fouling will be performed by the governmental department through an in-water inspection of the respective vessel prior to the Solicitation for the cleaning event of that vessel. The predetermination will be made on the vessel's resiliency to withstand cleanings based on the condition of the coating system itself, as it relates to:

- coating system substrate adhesion;
- hull damage incurred through operations;
- visual indication of surface corrosion on the underwater hull surfaces;
- the number of cleanings that have previously occurred on the vessel to ensure the antifouling or foul release coating system employed is retained for the full operational cycle;
- evidence of coating system damage that resulted from previous cleaning events on the vessels; and
- will also quantify the Foul Rating of the vessel.

All of the before mentioned information will be used to enable data-driven decisions reflecting a holistic overview of the vessel's condition. These are unique, and vitally important such that cleaning activities do not negatively impact the vessel's operational mandates. Conditional Clauses for additional clarification for wiper blade and hard bristle polymer brush cleaning apparatus are presented below. The conditional clauses indicate the conditions under which the respective technologies will be permitted to bid for the work identified within the Solicitation. The client governmental department's subject matter experts will be the authority on what cleaning systems may be used.

#### 3.6.1 THE CONDITIONAL CLAUSE FOR WIPER BLADES IS AS FOLLOWS:

Wiper blades possess a high risk of abrasion damage to the coating system when significant amounts of hard fouling organisms are present. As such, wiper blade cleaning apparatus **will only be permitted on vessels** that:

- are dominantly covered with soft fouling organisms that have a low likelihood of causing abrasion damage to the coating if fouling is entrapped between the wiper blade(s), resulting in scour marks; and
- the permissible threshold level of fouling for wiper blade cleaning apparatus will be set at a maximum Foul Rating of FR40, **AND**, must have less than 5% (five percent) hard fouling **sporadically distributed** on the vessel's underwater surface.

Wiper blade cleaning apparatus **will not be permitted** on vessels:

- with a Foul Rating of **FR40 or greater** with clusters of hard fouling;

- 
- vessels with hard fouling present on its underwater surface that is in-excess of 5% (five percent) of the vessel's underwater surface, regardless of the Foul Rating of the vessel; and
  - that exhibit physical coating related concerns, indicated above, which may have impacts on a vessel's operational mandate will also be restricted from Solicitation's for wiper blade cleaning apparatus.

See below examples for additional clarification on cases where wiper blade cleaning apparatus will not be permitted—all examples apply.

### 3.6.2 THE CONDITIONAL CLAUSE FOR HARD BRISTLE POLYMER BRUSHES IS AS FOLLOWS:

The aggressive nature of hard bristle polymer brushes impose a high risk of causing abrasion damage to a vessel's coating system under certain conditions. As such, hard bristle polymer brush cleaning apparatus **will only be permitted on vessels** that:

- possess an antifouling coating system that is determined to be in good condition with no signs of coating adhesion issues;
- no hull damage incurred through operations;
- no visual indication of surface corrosion on the underwater surfaces;
- on a vessel where its coating system possesses sufficient antifouling coating system thickness so the antifouling layer is maintained until the end of the vessel's operational cycle; and
- only on vessels that have been granted permission for use of hard bristle polymer brushes by the client governmental department.

Hard bristle polymer **brushes will not be permitted** on vessels:

- with evidence of excessive coating wear and scouring that has resulted from previous cleaning activities;
- on foul release coating systems;
- hybrid coating systems; and
- if the client governmental department has not approved use of hard polymer bristle brushes.

The use of hard bristle polymer brushes must only be used on vessels with a level of fouling that possesses the fouling conditions that justifies the use of hard polymer bristles. See below examples for additional clarification on cases where hard bristle polymer brush cleaning apparatus will not be permitted—all examples apply.

**Note:** The below examples are not to be interpreted as an exhaustive list that could restrict the selection of technologies invited to bid on cleaning events. The below examples are used to illustrate scenarios that fall within the scope of decision making that may impact the types of IWCC technologies used. Any and all circumstances that relate to the preservation of a vessels coating system to the end of that vessel's operational cycle will be considered under an engineering approach to ensure minimal damage to the coating, and this engineering judgement will be clarified within the subsequent Solicitation as to why any identified cleaning apparatus types will not be permitted for that respective event. Use of IWCC technologies on Government of Canada fleets is a new service area for which Canada's personal experience is low. As such, many lessons are expected to be learned within the first years of implementation of IWCC services, which will be incorporated into the decision making process for what technologies may be used, and when. A precautionary approach will be utilized during the initial years of this services arrangement to ensure minimal operational impacts to the client department's operational mandates.

**Example 1:** If the in-water hull survey indicates poor adhesion of the coating system to the vessel's underwater hull substrate, a more gentle cleaning apparatus will be specified to ensure maximum

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preservation of the coating system, and to ensure the potential environmental impacts related to release of coating system debris is minimized of release to the marine environment.

**Example 2:** If the in-water hull survey indicates enhanced coating system wear-out that was a direct result of previous cleaning events, with evidence displaying excessive scouring that is clearly visible, or wear-out of the topmost coating layer to underlying coating layers, a more gentle cleaning apparatus will be specified to ensure maximum preservation of the coating system, and to ensure the potential environmental impacts related to release of coating system debris is minimized to the marine environment.

**Example 3:** If the in-water hull survey identifies surface corrosion concerns on a vessel's underwater hull, a more gentle cleaning apparatus will be specified to ensure maximum preservation of the coating system, and to ensure the potential environmental impacts related to release of coating system debris is minimized to the marine environment.

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

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## **ANNEX B – STATEMENT OF WORK AND HULL SURVEY**

In order to receive a copy of the Statement of Work (SOW) and Hull Survey, potential bidders must contact the Supply Arrangement Authority by email.

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**ANNEX C – IN-WATER VESSEL CLEANING STREAMS**

Coating System	Hard Brushes (Steel)	Hard Brushes (Polymer)	Soft Brushes	Pressurized Water	Wiper Blades	Magnetically Attaching to Hull Cleaning Apparatus Permitted	
						Canadian Coast Guard Fleet	Royal Canadian Navy Fleet
<b>Stream 1 Antifouling</b>	No	Yes <i>(Conditionally)</i>	Yes	Yes	Yes <i>(Conditionally)</i>	Yes	No
<b>Stream 2 Abrasion Resistant Non-Biocidal</b>	Yes	Yes	Yes	Yes	Yes	Yes	No
<b>Stream 3 Foul Release</b>	No	No	Yes	Yes	No	Yes	No
<b>Stream 4 Hybrid</b>	No	No	Yes	Yes	No	Yes	No

The above table will be modified upon issuance of the SAs to pre-qualified suppliers to include only those streams that they have qualified to receive upcoming solicitations.

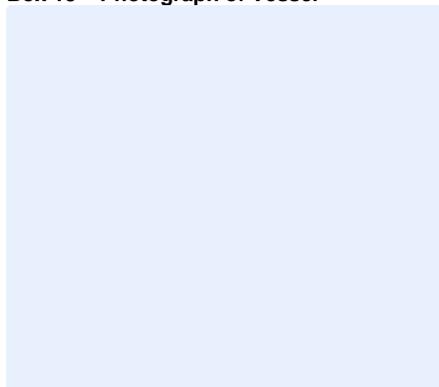
**ANNEX D – SERVICE REQUEST FORM**

This Service Request form is issued pursuant to the Supply Arrangement F7044-200268/\_ Instructions, and terms and conditions applicable to this form are included within the Supply Arrangement. Should the requirement be for one Vessel or more Vessels, the form will be modified to accommodate the requirement.

**Part 1 – Bid Solicitation (to be filled out by the Contracting Authority (CA) and Technical Authority)**

<b>Box 1 – Name of Contracting Authority</b> Click here to enter text.	<b>Box 2 – Phone of CA</b> Click here to enter text.	<b>Box 3 – Email of CA</b> Click here to enter text.	
<b>Box 4 - Name of Identified User (IU)</b> Choose an item.	<b>Box 5 – Solicitation Date</b> Click here to enter a date.	<b>Box 6 – Solicitation number</b> Click here to enter text.	<b>Box 7 – Amendment</b> Choose an item.
<b>Box 8 – Representative of IU</b> Click here to enter text.		<b>Box 9 – Phone of IU</b> Click here to enter text.	<b>Box 10 – Email of IU</b> Click here to enter text.
<b>Box 11 - Region of IU</b> Choose an item.	<b>Box 12 – Will new Security Requirement Check List (SRCL) be required</b> Choose an item.		
<b>Box 12a – Security Clauses (if required)</b> Click here to enter text.			

**Vessel #1 Particulars**

<b>Box 13 – Photograph of Vessel</b>  <b>Photograph date:</b> <a href="#">Click here to enter a date.</a> <b>Additional photographs incl:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Box 14 - Name of Vessel</b> Click here to enter text.	<b>Box 21 – Date of last cleaning</b> Click here to enter a date.
	<b>Box 15 – Type of Vessels</b> Choose an item.	<b>Box 22 – Hull Survey Attached</b> Choose an item.
	<b>Box 16 – Tonnage (t)</b> Click here to enter text.	<b>Box 23 – Minimum Expected Level of Fouling</b> Choose an item.
	<b>Box 17 – Length (m)</b> Click here to enter text.	<b>Box 24 – Maximum Expected Level of Fouling</b> Choose an item.
	<b>Box 18 – Beam (m)</b> Click here to enter text.	<b>Box 25 – Product Code for Topcoat of Vessel</b> Click here to enter text.
	<b>Box 19 – Draft (m)</b> Click here to enter text.	<b>Box 26 – Indication of Cleaning Required (see attached annex)</b> Choose an item.
	<b>Box 20 – Estimated Surface Area to be cleaned</b> Click here to enter text.	

**Box 27 – Additional Vessel Information if required**  
Click here to enter text.

**Location of Vessel**

<b>Box 28 - Location</b> Click here to enter text.	<b>Box 29 - Accessibility of the vessel</b> Choose an item.	<b>Box 30 - Special note on the accessibility</b> Click here to enter text.
<b>Box 31 - Safety hazards</b> Click here to enter text.		

**Timelines**

<b>Box 32 - Availability of vessel</b> <b>The Work must be completed on the vessel from <a href="#">Click here to enter a date.</a> to <a href="#">Click here to enter a date.</a></b>
<b>Box 33 - Due date for all deliverables (including work to be completed on the vessel)</b> <b>A Final copy of approved documentation/video(s) (by the IU rep.) must be provided by <a href="#">Click here to enter a date.</a></b>



**Bidders must submit their bid, Part 2 of this form, duly completed and signed with all other required document to the representative of the IU by [Click here to enter a date](#). Bids received after this date will be deemed non-responsive without any other consideration.**

**Limit for enquiries: All enquiries in regard to the Bid Solicitation should be submitted in writing to the representative of the IU no later than [Choose an item](#), prior to the bid solicitation closing date specified above.**

### Part 2 – Bid (to be completed by the Bidder)

Box 38 - Company name Click here to enter text.	Box 39 – Company representative Click here to enter text.	Box 40 - Email Click here to enter text.	Box 41 - Phone Click here to enter text.
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### Individuals that will perform the Work (Including Subcontractors)

Box 42 - Name Click here to enter text.	Box 43 - Function Click here to enter text.	Box 44 – Company, if applicable Click here to enter text.	Box 45 - Email Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

### Financial Proposal / Basis of Payment (Pricing Schedule must be provided)

Box 46 - Firm Price Vessel #1 \$ Click here to enter text.	Box 47 – Tax Vessel #1 \$ Click here to enter text.	Box 48 - Total Firm Price Vessel #1 \$ Click here to enter text.	Box 49 – Unscheduled Work Rate \$ Click here to enter text. /hours
Box 46a - Firm Price Vessel #2 \$ Click here to enter text.	Box 47a – Tax Vessel #2 \$ Click here to enter text.	Box 48a - Total Firm Price Vessel #2 \$ Click here to enter text.	Box 49a – Unscheduled Work Rate \$ Click here to enter text. /hours

Box 50 – Total Firm Price of all Vessels  
\$ Click here to enter text.

### Box 50a – Payment

Single Payment (one vessel)  Milestone Payment (multiple vessels)  (in accordance with Section 6C.9.3 Milestone Schedule)

### Certification and Signature

#### Box 51 – Integrity Provisions - Declaration of Convicted Offences

The Bidder certifies no changes to the list of directors have been made and has  Yes  No not been convicted of any offenses since the issuance of a supply arrangement.

Box 52 – Signature

Box 52a – Submission Date

### Part 3 – Evaluation and Contract Award (to be completed by the Contracting Authority)

#### Evaluation Result

Box 53 – General Evaluation Choose an item.	Box 54 – Evaluation of Price Choose an item.
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#### Contract Award

Box 55 - Contracting Authority (CA) Click here to enter text.	Box 56 - Phone Click here to enter text.	Box 57 – Email Click here to enter text.
Box 58 - Project Authority (PA) Click here to enter text.	Box 59 – Phone Click here to enter text.	Box 60 – Email Click here to enter text.
Box 61 – Successful Bidder Click here to enter text.	Box 62 – Contract Price (tax included) Click here to enter text. (Tax incl.)	Box 63 – Contract Number Click here to enter text.
Box 64 – Signature of Contracting Authority		Box 65 – Contract award date Click here to enter a date.



**ANNEX F – SECURITY REQUIREMENTS CHECK LIST**

**COMMON-PS-SRCL#6**



Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat

F7044-200268/A

Security Classification / Classification de sécurité

UNCLASSIFIED

**SECURITY REQUIREMENTS CHECK LIST (SRCL)**  
**LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		2. Branch or Directorate / Direction générale ou Direction	
Coast Guard		Marine Engineering	
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail To provide PSPC Marine Commodity Management section with a funded requisition (for \$1) to initiate the posting of the RFSA for in water vessel cleaning			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. Indicate the type of access required / Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/> No Non	<input checked="" type="checkbox"/> Yes Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	
Not releasable À ne pas diffuser <input type="checkbox"/>			
Restricted to / Limité à : <input type="checkbox"/> Specify country(ies) / Préciser le(s) pays :	Restricted to / Limité à : <input type="checkbox"/> Specify country(ies) / Préciser le(s) pays :	Restricted to / Limité à : <input type="checkbox"/> Specify country(ies) / Préciser le(s) pays :	
7. c) Level of information / Niveau d'information			
PROTECTED A PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED <input type="checkbox"/>	PROTECTED A <input type="checkbox"/>	
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>	NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTÉGÉ A <input type="checkbox"/>	
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO RESTRICTED <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>	
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTÉGÉ C PROTÉGÉ C <input type="checkbox"/>	
SECRET SECRET <input type="checkbox"/>	NATO CONFIDENTIAL <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	
TOP SECRET TRÈS SECRET <input type="checkbox"/>	NATO SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	NATO SECRET <input type="checkbox"/>	TOP SECRET TRÈS SECRET <input type="checkbox"/>	
	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

UNCLASSIFIED

Canada

**COMMON-PS-SRCL#6**

 Government of Canada Gouvernement du Canada	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; border-bottom: 1px solid black;">Contract Number / Numéro du contrat</td> </tr> <tr> <td style="text-align: center;">F7044-200268/A</td> </tr> <tr> <td style="text-align: center; border-bottom: 1px solid black;">Security Classification / Classification de sécurité</td> </tr> <tr> <td style="text-align: center;">UNCLASSIFIED</td> </tr> </table>	Contract Number / Numéro du contrat	F7044-200268/A	Security Classification / Classification de sécurité	UNCLASSIFIED
Contract Number / Numéro du contrat					
F7044-200268/A					
Security Classification / Classification de sécurité					
UNCLASSIFIED					

**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
 Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui  
 If Yes, indicate the level of sensitivity:  
 Dans l'affirmative, indiquer le niveau de sensibilité : \_\_\_\_\_

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
 Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / Oui  
 Short Title(s) of material / Titre(s) abrégé(s) du matériel : \_\_\_\_\_  
 Document Number / Numéro du document : \_\_\_\_\_

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITE	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:  
 Commentaires spéciaux : \_\_\_\_\_

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
 REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
 Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No / Non  Yes / Oui  
 If Yes, will unscreened personnel be escorted?  
 Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  Yes / Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
 Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
 Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No / Non  Yes / Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
 Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No / Non  Yes / Oui

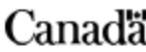
**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
 Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
 Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No / Non  Yes / Oui

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité  
 UNCLASSIFIED



COMMON-PS-SRCL#6



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat F7044-200268/A
Security Classification / Classification de sécurité UNCLASSIFIED

**PART C - (continued) / PARTIE C - (suite)**

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET
											A	B	C			
Information / Assets Renseignements / Biens																
Production																
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

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## ANNEX G – PRICING SCHEDULE

Bidders must complete the pricing schedule of the applicable basis of payment indicated in Box 46 (46a, 46b etc. if there is more than one vessel) of the Service Request form and submit with their bid. Bidders must provide one Pricing schedule for each vessel.

### FIRM PRICE

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 46 (46a, 46b etc if there is more than one vessel) of the Service Request form.

Cost Breakdown per Vessel		
Expense Category	Price	Additional Information
Labour	\$	Expected level of effort in person hours and duration:
Material (consumables)	\$	Description:
Barge Towing	\$	Description:
Subcontractor(s)	\$	Name and work to be completed
Waste Disposal	\$	Description:
Other	\$	Type of expense and details:
Other	\$	Type of expense and details:
Other	\$	Type of expense and details:
Other	\$	Type of expense and details:
Total	\$	