

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

Module de réception des soumissions - TPSGC /
Bid Receiving Unit - PWGSC
50 rue Victoria Street
(Salle de courrier/Mailroom : C114
Gatineau
Québec
K1A 0C9
Bid Fax: (819) 997-9776

Request For Supply Arrangement - Demande pour un arrangement en matière d'approvisionnement

Offer to: Department of Public Works and Government Services

We hereby offer to provide to Canada, as represented by the Minister of Public Works and Government Services, in accordance with the terms and conditions set out herein or attached hereto, the goods, services, and construction detailed herein and on any attached sheets.

Offre au: Ministère des Travaux publics et des Services
gouvernementaux

Nous offrons par la présente de fournir au Canada, représenté par le ministre des Travaux publics et des Services gouvernementaux, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici et sur toute feuille ci-annexée.

Comments - Commentaires

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

Issuing Office - Bureau de distribution

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

| | |
|---|---|
| Title - Sujet RFSA for Marine Technical Services | |
| Solicitation No. - N° de l'invitation EVC01-202002/D | Date 2024-03-26 |
| Client Reference No. - N° de référence du client EVC01-202002 | GETS Ref. No. - N° de réf. de SEAG PW-\$MER-003-29326 |
| File No. - N° de dossier 003mer.EVC01-202002 | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2024-04-16 Heure Avancée de l'Est HAE | |
| Delivery Required - Livraison exigée See Herein – Voir ci-inclus | |
| Address Enquiries to: - Adresser toutes questions à: Jeakins, Andrea | Buyer Id - Id de l'acheteur 003mer |
| Telephone No. - N° de téléphone (343)541-7428 () | FAX No. - N° de FAX () - |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes | |
| Security - Sécurité This request for a Supply Arrangement does not include provisions for security. Cette Demande pour un arrangement ne comprend pas des dispositions en matière de sécurité. | |

Instructions: See Herein

Instructions: Voir aux présentes

| | |
|---|-------------|
| Vendor/Firm Name and Address | |
| Raison sociale et adresse du fournisseur/de l'entrepreneur | |
| | |
| Telephone No. - N° de téléphone | |
| Facsimile No. - N° de télécopieur | |
| Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) | |
| Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie) | |
| Signature | Date |

SYNOPSIS OF CHANGES (Version Winter 2024):

The synopsis provide details of the changes made to the RFSA for Marine Technical Services released in March 2023.

GENERAL

Replace Lloyds Marine and Consulting Group (LMCG) with Lloyd's Register (LR).

PART 6 – SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES

A. SUPPLY ARRANGEMENT

1. A6.5.1 was replaced with:

The Supply Arrangement will be valid for a period no longer than five (5) years. If Canada no longer considers it to be advantageous to use it, it will be cancelled. A notice to notify suppliers will be published on CanadaBuys.

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

2. A6.8 - Timeframe was modified. Government Electronic Tendering Service (GETS) was replaced with CanadaBuys.

3. A6.13 – The following article was added:

Code of Conduct for Procurement

As per article 31 of General Conditions 2010C, the Contractor must comply with the Code of Conduct for Procurement.

PHYSICAL, SEXUAL, VERBAL HARASSMENT AND/OR VIOLENCE, BULLYING, TEASING OR OTHER AGGRESSIVE BEHAVIOURS ARE STRICTLY PROHIBITED IN ALL INTERACTIONS WITH PUBLIC SERVANTS. FAILURE TO DEMONSTRATE COMPLIANCE WILL RESULT IN THE CANCELLATION OF THE SUPPLY ARRANGEMENT.

B. BID SOLICITATION

1. B6.6 – The following Article was added:

Federal Contractors Program for Employment Equity

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's website](#).

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

If the resulting contract price is estimated at \$1,000,000 (applicable taxes included) and above, Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the representative of the Identified User the completed [Federal Contractors Program for Employment Equity Certification – Annex J](#), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the representative of the Identified User with the completed certification for each member of the Joint Venture.

C. CONTRACT CLAUSES

1. C6.16 - The following document was added:

(j) Annex J - Federal Contractors Program for Employment Equity – Certification, if applicable; and

2. C6.21 - © Her Majesty the Queen was replaced with © His Majesty the King.

ANNEX A – STATEMENT OF REQUIREMENT

1. 6. APPLICABLE LAWS, REGULATIONS AND STANDARDS was modified to include territorial.

ANNEX J - FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

This annex was added.

Refresh of the Request for Supply Arrangement (RFSA) for the provision of Marine Technical Services

This Request for Supply Arrangements (RFSA) cancels and supersedes the previous RFSA number EVC01-202002/C.

Supply Arrangement Holders (SAH) with a valid Supply Arrangement (SA) to provide Marine Technical 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) by the closing date indicated on the cover page of the RFSA to confirm the revised terms and conditions were read and understood. After the closing date, 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 return 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.

TABLE OF CONTENTS

| | |
|---|-----------|
| PART 1 - GENERAL INFORMATION | 7 |
| 1.1 INTRODUCTION | 7 |
| 1.2 SUMMARY..... | 7 |
| 1.3 DEBRIEFINGS..... | 8 |
| 1.4 USE OF AN E-PROCUREMENT SOLUTION (EPS) | 8 |
| PART 2 – SUPPLIER INSTRUCTIONS | 9 |
| 2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS | 9 |
| 2.2 SUBMISSION OF ARRANGEMENTS..... | 9 |
| 2.3 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - NOTIFICATION | 9 |
| 2.4 ENQUIRIES - REQUEST FOR SUPPLY ARRANGEMENTS..... | 9 |
| 2.5 APPLICABLE LAWS..... | 10 |
| 2.6 BID CHALLENGE AND RECOURSE MECHANISMS..... | 10 |
| PART 3 - ARRANGEMENT PREPARATION INSTRUCTIONS | 10 |
| 3.1 ARRANGEMENT PREPARATION INSTRUCTIONS | 10 |
| 3.2 ARRANGEMENT..... | 11 |
| ATTACHMENT 1 – SUPPLIER CHECK LIST..... | 14 |
| PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION | 46 |
| 4.1 EVALUATION PROCEDURES | 46 |
| 4.2 BASIS OF SELECTION | 46 |
| 4.3 FINANCIAL VIABILITY..... | 46 |
| PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION | 47 |
| 5.1 CERTIFICATIONS REQUIRED WITH THE ARRANGEMENT..... | 47 |
| 5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A SUPPLY ARRANGEMENT AND ADDITIONAL INFORMATION | 47 |
| ATTACHMENT 3 – SET-ASIDE FOR INDIGENOUS BUSINESS..... | 50 |
| ATTACHMENT 4 – INDIGENOUS BUSINESS CERTIFICATION..... | 51 |
| ATTACHMENT 5 – FORMER PUBLIC SERVANT DECLARATION | 52 |
| PART 6 – SUPPLY ARRANGEMENT, BID SOLICITATION AND RESULTING CONTRACT CLAUSES | 54 |
| A. SUPPLY ARRANGEMENT..... | 55 |
| A6.1 ARRANGEMENT | 55 |
| A6.2 SECURITY REQUIREMENTS | 55 |
| A6.3 STANDARD CLAUSES AND CONDITIONS..... | 55 |
| A6.4 PERIODIC USAGE REPORTS | 55 |
| A6.5 TERM OF SUPPLY ARRANGEMENT | 56 |
| A6.6 AUTHORITIES | 56 |
| A6.7 IDENTIFIED USERS | 56 |
| A6.8 ON-GOING OPPORTUNITY FOR QUALIFICATION..... | 56 |
| A6.9 PRIORITY OF DOCUMENTS | 57 |
| A6.10 CERTIFICATIONS AND ADDITIONAL INFORMATION..... | 57 |
| A6.11 APPLICABLE LAWS (WILL BE INSERTED AT THE ISSUANCE OF THE SA) | 57 |
| A6.12 TRANSITION TO AN E-PROCUREMENT SOLUTION (EPS) | 58 |
| A6.13 CODE OF CONDUCT FOR PROCUREMENT | 58 |
| ATTACHMENT 6 – QUARTERLY USAGE REPORT..... | 59 |
| B. BID SOLICITATION | 60 |

| | | |
|---|--|------------|
| B6.1 | STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS | 60 |
| B6.2 | BID SOLICITATION PROCESS | 61 |
| B6.3 | BID PREPARATION INSTRUCTIONS | 61 |
| B6.4 | EVALUATION PROCEDURES | 69 |
| B6.5 | BASIS OF SELECTION..... | 71 |
| B6.6 | FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY | 71 |
| C. CONTRACT CLAUSES..... | | 72 |
| C6.1 | REQUIREMENT | 72 |
| C6.2 | STANDARD CLAUSES AND CONDITIONS..... | 72 |
| C6.3 | PERIOD OF CONTRACT | 72 |
| C6.4 | PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS..... | 72 |
| C6.5 | BASIS OF PAYMENT | 72 |
| C6.6 | CONTRACTING AUTHORITY | 73 |
| C6.7 | PROJECT AUTHORITY | 73 |
| C6.8 | SITE REGULATION | 73 |
| C6.9 | WORKERS COMPENSATION..... | 73 |
| C6.10 | REPLACEMENT OF SPECIFIC INDIVIDUALS | 73 |
| C6.11 | PROCEDURES FOR UNSCHEDULED WORK..... | 74 |
| C6.12 | SACC MANUAL CLAUSES | 77 |
| C6.13 | INVOICING INSTRUCTIONS..... | 77 |
| C6.14 | CERTIFICATIONS AND ADDITIONAL INFORMATION..... | 77 |
| C6.15 | APPLICABLE LAWS | 77 |
| C6.16 | PRIORITY OF DOCUMENTS | 78 |
| C6.17 | DISPUTE RESOLUTION..... | 78 |
| C6.18 | INSURANCE – SPECIFIC REQUIREMENTS..... | 78 |
| C6.19 | INDIGENOUS BUSINESS CERTIFICATION (<i>IF APPLICABLE</i>) | 80 |
| C6.20 | OWNERSHIP | 81 |
| C6.21 | COPYRIGHT..... | 81 |
| C6.22 | TRANSLATION OF DOCUMENTATION | 81 |
| C6.23 | CONFIDENTIALITY..... | 82 |
| C6.24 | CONFLICT OF INTEREST..... | 82 |
| ANNEX A – STATEMENT OF REQUIREMENT | | 84 |
| 1. | INTRODUCTION..... | 85 |
| 2. | PURPOSE | 85 |
| 3. | SCOPE OF WORK | 85 |
| 4. | ACRONYMS | 85 |
| 5. | TERMINOLOGY..... | 85 |
| 6. | APPLICABLE LAWS, REGULATIONS AND STANDARDS..... | 85 |
| 6. | REQUIREMENT | 86 |
| 7. | MONITORING OF WORK | 92 |
| 8. | ACCESSIBILITY | 92 |
| APPENDIX 1 – TECHNICAL RISK QUESTIONNAIRE..... | | 93 |
| ANNEX B – SUPPLIER IDENTIFICATION FORM | | 97 |
| ANNEX C – SUPPLIER SERVICE TABLE | | 98 |
| ANNEX D – QUALIFIED AND APPROVED INDIVIDUAL FORM | | 100 |
| ANNEX E – SERVICE REQUEST FORM | | 101 |
| ANNEX F – UNSCHEDULED WORK REQUEST FORM | | 105 |

Solicitation No. - N° de l'invitation
EVC01-202002/D
Client Ref. No. - N° de réf. du client
EVC01-202002

Amd. No. - N° de la modif.
File No. - N° du dossier
003mer. EVC01-202002

Buyer ID - Id de l'acheteur
003mer
CCC No./N° CCC - FMS No./N° VME

| | |
|--|------------|
| ANNEX G – SET-ASIDE FOR INDIGENOUS BUSINESS CERTIFICATION..... | 106 |
| ANNEX H – INDIGENOUS BUSINESS CERTIFICATON | 107 |
| ANNEX I – INDIGENOUS PARTICIPATION PLAN (IPP) | 108 |
| ANNEX J - FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION | 109 |

PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Supplier Instructions: provides the instructions applicable to the clauses and conditions of the RFSA;
- Part 3 Arrangement Preparation Instructions: provides suppliers with instructions on how to prepare the arrangement to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the arrangement and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided; and
- Part 6 6A, Supply Arrangement, 6B, Bid Solicitation, and 6C, Resulting Contract Clauses:
- 6A, includes the Supply Arrangement (SA) with the applicable clauses and conditions;
- 6B, includes bidder Instructions, provides the instructions, clauses and conditions applicable to the bid solicitation, the bid solicitation template and the evaluation process within the scope of the SA;
- 6C, includes general information, the instructions and the conditions, and the resulting contract clauses which will apply to any contract entered into pursuant to the SA.

The Annexes include the Statement of Requirement, Supplier Identification Form, Supplier Service Table and other annexes.

1.2 Summary

1.2.1 The Government of Canada through this Request for Supply Arrangements (RFSA), intends to establish and maintain Supply Arrangements (SAs) with suppliers to provide Marine Technical Services for one or more of the streams identified below for one or more types of vessels and hull construction materials, and for various regions/sub-regions in accordance with the [Statement of Requirement \(SOR\) – Annex A](#).

Streams of Work:

- A. Vessel Condition Survey (includes multiple categories)
- B. Towing Assessment
- C. Remediation Assessment
- D. Disposal Assessment

Vessel transportation and/or disposal is not included in the Scope of Work.

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

Existing qualified suppliers, who have been issued a supply arrangement, are not be required to submit a new arrangement but must consult the Synopsis in order to ensure that the changes made to this RFSa does not affect their supply arrangement. Additional information is required to meet any new criteria of the RFSa, as applicable.

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

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

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

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

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

1.3 Debriefings

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

1.4 Use of an e-Procurement Solution (EPS)

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

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

PART 2 – SUPPLIER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The 2008, 2020-05-28, Standard Instructions - Request for Supply Arrangements - Goods or Services, are incorporated by reference into and form part of the RFSA.

2.2 Submission of Arrangements

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

Suppliers must submit their arrangement using CPC Connect. Suppliers must register by sending an email to:

tpsgc.pareceptiondessomissions-apbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

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

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

2.3 Federal Contractors Program for Employment Equity - Notification

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

2.4 Enquiries - Request for Supply Arrangements

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

Suppliers should reference as accurately as possible the numbered item of the RFSA to which the enquiry relates. Care should be taken by suppliers to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that suppliers do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all suppliers. Enquiries not submitted in a form that can be distributed to all suppliers may not be answered by Canada.

2.5 Applicable Laws

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

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

2.6 Bid Challenge and Recourse Mechanisms

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

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

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

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

PART 3 - ARRANGEMENT PREPARATION INSTRUCTIONS

3.1 Arrangement Preparation Instructions

3.1.1 Electronic Submission

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

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

3.2 Arrangement

Refresh of the Request for Supply Arrangement (RFSA) for the provision of Marine Technical Services:

This Request for Supply Arrangements (RFSA) cancels and supersedes the previous RFSA number EVC01-202002/C.

Supply Arrangement Holders (SAH) with a valid Supply Arrangement (SA) to provide Marine Technical 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) by the closing date indicated on the cover page of the RFSA to confirm the revised terms and conditions were read and understood. After the closing date, 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 return 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.

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

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

Failure to provide any mandatory information with the Arrangement will render an arrangement non-responsive without providing further consideration.

3.2.1 Bidder's Selection Process

Once Supply Arrangements are issued and Canada has a requirement, the location of the vessel will determine the Bidder's Selection Process for the bid solicitation. For example, if the vessel is located in an area covered by a modern treaty, Canada's obligations under the applicable treaty will take precedence.

In order to identify the Suppliers to select for the bid solicitation, suppliers must submit with their arrangement the answers to the questions in [Annex B – Supplier Identification Form](#). If some answers or information are not provided with the arrangement, the Supplier will have 24 hours to provide the missing information from the request date/time of the Supply Arrangement Authority.

3.2.2 Services by Type, Material and Region/Sub-Region

Supply arrangement (SA) will be issued to qualified suppliers in relation to the provision of Marine Technical Services for one or more of the streams, and categories for Streams A, by type of vessels, hull construction material and region/sub-region. For reference see:

1. Stream/Category of Work (see SOR [article 7.1](#))
2. Type of Vessels (see SOR, [article 7.2](#))
3. Hull Construction Material (see SOR, [article 7.3](#))
4. Region/sub-region (see the Supplier Service Table, [Region\(s\)/Sub-Region\(s\)](#))

Once Supply Arrangements are issued and Canada has a requirement, after the location of the vessel has been verified for any Indigenous Considerations, suppliers with a Supply Arrangement for the stream/category of work, type of vessels, and hull construction material, which are capable of providing the required services in the region/sub-region where the vessel is located will be invited to submit a bid.

Indigenous Considerations include Canada's contractual obligations in regards to modern treaties, including the Nunavut Land Claims Agreement. Moreover, where practical, the federal Procurement Strategy for Indigenous Businesses or an Indigenous Participation Plan will be applied.

Suppliers must submit the answers to the questions in [Annex C – Supplier Service Table](#) with their arrangement. If some answers are not provided with the arrangement, the Supplier will have 24 hours to provide the answers from the request date/time of the Supply Arrangement Authority.

3.2.3 Approved Individuals

Canada must pre-qualify and approve all individuals proposed by the Supplier to complete any part of the Work on any resulting contract.

Suppliers must provide the name of all proposed individuals with the information as requested in [Annex D – Qualified and Approved Individual Form](#) with their arrangement. If some of the information is not provided with the arrangement, the Supplier will have 24 hours from the date and time of the request by the Supply Arrangement Authority to provide the information.

A mandatory requirement is described using the words “shall”, “must”, “will” “is required” or “is mandatory”. An arrangement that does not provide all mandatory information, document and/or certification will be found non-responsive.

3.2.4 Electronic Payment of Invoices

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

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

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

3.2.5 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:

3.2.6 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 C6.18](#).

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

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.

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 | Cover page of the RFSA and all amendments are signed and included with the arrangement. | <input type="checkbox"/> |
| Part 2 – 2.5 Applicable Laws | Indicate applicable laws of another province or Canadian territory, if desired. | <input type="checkbox"/> |
| Part 3 – 3.2.4 Electronic Payment of invoices | Indicate acceptable method of payment, if desired. | <input type="checkbox"/> |
| Part 3 – 3.2.5 Supplier Representative | Name and contact information of the Supplier or his representative. | <input type="checkbox"/> |
| Part 3 – 3.2.6 Insurance Requirement | Letter from insurance broker or insurance company authorized to do business in Canada. | <input type="checkbox"/> |
| Annex B – Supplier Identification Form | Answers to all questions. | <input type="checkbox"/> |
| Annex C – Supplier Service Table | Answers to all questions. | <input type="checkbox"/> |
| Annex D – Qualified and Approved Individual Form | All information for each proposed individual. | <input type="checkbox"/> |
| Attachment 2 – Mandatory Evaluation Criteria | All information, documentation and certificates as requested with the arrangement for each proposed individual. | <input type="checkbox"/> |
| Part 5 – 5.1.1 Integrity Provisions | Declaration of convicted offences form, if applicable. | <input type="checkbox"/> |
| Part 5 – 5.2.1 Required Documentation | List of names as per the Ineligibility and Suspension Policy, Article 17. | <input type="checkbox"/> |
| Part 5 – 5.2.2 Set-Aside for Indigenous Business | Indigenous Business Certification form – Attachment 3, if applicable. | <input type="checkbox"/> |
| Part 5 – 5.2.3 Indigenous Business Certification | Indigenous Certification form – Attachment 4, if applicable. | <input type="checkbox"/> |
| Part 5 – 5.2.7 Former Public Servant | Former Public Servant Declaration form – Attachment 5, if applicable. | <input type="checkbox"/> |

Attachment 2 – Mandatory Evaluation Criteria

Suppliers may qualify to provide the services identified in the [Statement of Requirement – Annex A](#), for one or multiple types of vessels and for one or multiple streams. For Steam A, suppliers may qualify to provide the services for one or more categories of work. The definition and requirement of each stream and type of vessels are included in [Section 7](#) of the Statement of Requirement.

The streams of work and the categories of Stream A are as follows:

| | |
|------------------------------------|---|
| Stream A – Vessel Condition Survey | Category 6 – Safety & Security |
| Category 1 – Basic Survey | Category 7 – Financial Analysis & Options |
| Category 2 – Hazardous Material | Category 8 – Dive Survey |
| Category 3 – Stability of Vessel | Stream B – Towing Assessment |
| Category 4 – Structural Integrity | Stream C – Remediation Assessment |
| Category 5 – Risk Assessment | Stream D – Disposal Assessment |

The types of vessels are as follows:

- I. Yachts and Pleasure Craft (YPC)
- II. Tugs and Barges (TB)
- III. Fishing Vessels (FV)
- VI. Commercial Work Boats (CWB) and Government Vessels (GV)
- V. Cargo Vessels (C)

For each type of vessels identified by the Supplier in [Annex C – Supplier Service Table](#), the Supplier must provide with its arrangement, the information, documentation and certificates required by the stream of work as indicated in the following tables.

Each proposed individual will be evaluated separately. In order for an arrangement to be responsive, the Supplier must meet all requirements of the RFSA and have a minimum of one qualified proposed individual for a stream or a category of Steam A and for a type of vessels.

| I. Yachts and Pleasure Craft | | |
|---|---|--|
| Stream A – Vessel Condition Survey | | |
| To be issued a Supply Arrangement to conduct the Work associated with <u>Stream A – Category 1, 2, 3, 4, 5 and 6</u> on Yachts and Pleasure Craft, the Supplier must meet the following criteria: | | |
| Ref. | Mandatory Criteria | Mandatory information, documentation and certificates to provide with the arrangement |
| A1 | <p>Proposed individuals must have one (1) of the following certificate or degree:</p> <ul style="list-style-type: none"> a) a valid marine inspector Nautical or Yachts and Pleasure Craft certificate recognized in Canada from one (1) of the following associations or related associations, or <ul style="list-style-type: none"> i. International Institute of Marine Surveyors Canada (IIMS); ii. National Association of Marine Surveyors (NAMS); iii. Society of Accredited Marine Surveyors (SAMS); iv. American Boat and Yacht Council (ABYC); or v. Lloyd's Register (LR). b) a college or university degree in naval architecture or engineering recognized by a Canadian professional association, an institute or a society; or c) a valid Transport Canada Marine Safety Certificate of Competency as: <ul style="list-style-type: none"> i. a First class engineer (Motor Ship and Steamship); or ii. a Second Class Engineer (Motor Ship and Steamship). | A1.1 The Supplier must provide with its arrangement a copy the valid certificate noted for each proposed individual. |
| A2 | The Supplier must have completed a minimum of three (3) vessel condition surveys on yachts and pleasure craft within the last ten (10) years. | A2.1 The Supplier must provide with its arrangement one (1) case completed within the last ten (10) years. The case must include the work for a marine survey of a yacht/pleasure craft as described in the SOR (Stream A – Categories 1, 2, 3, 4, 5 and 6). |

To be issued a Supply Arrangement to conduct the Work associated with Stream A – Category Z, on Yachts and Pleasure Craft, the Supplier must meet the following criteria:

| Ref. | Mandatory Criteria | Mandatory information, documentation and certificates to provide with the arrangement |
|------|---|--|
| A3 | The Supplier must have completed a minimum of three (3) financial analysis for remediation options on yachts and pleasure craft within the last ten (10) years. | A3.1 The Supplier must provide with its arrangement one (1) case completed within the last ten (10) years. The case must include financial analysis for remediation options of a yacht/pleasure craft as described in the SOR (Stream A – Category 7). |

To be issued a Supply Arrangement to conduct the Work associated with Stream A – Category 8, on Yachts and Pleasure Craft, the Supplier must meet the following criteria:

| Ref. | Mandatory Criteria | Mandatory information, documentation and certificates to provide with the arrangement |
|------|--|--|
| A4 | <p>Proposed individuals must have one (1) of the following certificate or degree:</p> <p>a) a valid marine inspector Nautical or Yachts and Pleasure Craft certificate recognized in Canada from one (1) of the following associations or related associations, or</p> <ul style="list-style-type: none"> i. International Institute of Marine Surveyors Canada (IIMS); ii. National Association of Marine Surveyors (NAMS); iii. Society of Accredited Marine Surveyors (SAMS); iv. American Boat and Yacht Council (ABYC); or v. Lloyd's Register (LR). <p>b) a college or university degree in naval architecture or engineering recognized by a Canadian professional association, an institute or a society; or</p> <p>c) a valid Transport Canada Marine Safety Certificate of Competency as:</p> <ul style="list-style-type: none"> i. a First class engineer (Motor Ship and Steamship); or ii. a Second Class Engineer (Motor Ship and Steamship). | <p>A4.1 The Supplier must provide with its arrangement a copy the valid certificate noted for each proposed individual.</p> |
| A5 | <p>The Supplier must have completed a minimum of three (3) dive surveys on yachts and pleasure craft within the last ten (10) years.</p> | <p>A5.1 The Supplier must provide with its arrangement one (1) case completed within the last ten (10) years. The case must include the work for dive surveys of a yacht/pleasure craft as described in the SOR (Stream A – Category 8).</p> |

| Stream B – Towing Assessment | | |
|---|---|--|
| To be issued a Supply Arrangement to conduct the Work associated with Stream B on Yachts and Pleasure Craft, the Supplier must meet the following criteria: | | |
| Ref. | Mandatory Criteria | Mandatory information, documentation and certificates to provide with the arrangement |
| B1 | <p>Proposed individuals must have one (1) of the following certificate or degree:</p> <ul style="list-style-type: none"> a) a valid marine inspector Nautical or Yachts and Pleasure Craft certificate recognized in Canada from one (1) of the following associations or related associations, or <ul style="list-style-type: none"> i. International Institute of Marine Surveyors Canada (IIMS); ii. National Association of Marine Surveyors (NAMS); iii. Society of Accredited Marine Surveyors (SAMS); iv. American Boat and Yacht Council (ABYC); or v. Lloyd's Register (LR). b) a college or university degree in naval architecture or engineering recognized by a Canadian professional association, an institute or a society; or c) a valid Transport Canada Marine Safety Certificate of Competency as: <ul style="list-style-type: none"> i. a First class engineer (Motor Ship and Steamship); or ii. a Second Class Engineer (Motor Ship and Steamship). | <p>B1.1 The Supplier must provide with its arrangement a copy the valid certificate noted for each proposed individual.</p> |
| B2 | <p>The Supplier must have completed a minimum of three (3) towing assessments on yachts and pleasure craft within the last ten (10) years.</p> | <p>B2.1 The Supplier must provide with its arrangement one (1) case completed within the last ten (10) years. The case must include the work for a towing assessment of a yacht/pleasure craft as described in the SOR (Stream B).</p> |

| Stream C – Remediation Assessment | | |
|---|---|---|
| To be issued a Supply Arrangement to conduct the Work associated with Stream C on Yachts and Pleasure Craft, the Supplier must meet the following criteria: | | |
| Ref. | Mandatory Criteria | Mandatory information, documentation and certificates to provide with the arrangement |
| C1 | <p>Proposed individuals must have one (1) of the following certificate or degree:</p> <ul style="list-style-type: none"> a) a valid marine inspector Nautical or Yachts and Pleasure Craft certificate recognized in Canada from one (1) of the following associations or related associations, or <ul style="list-style-type: none"> i. International Institute of Marine Surveyors Canada (IIMS); ii. National Association of Marine Surveyors (NAMS); iii. Society of Accredited Marine Surveyors (SAMS); iv. American Boat and Yacht Council (ABYC); or v. Lloyd's Register (LR). b) a college or university degree in naval architecture or engineering recognized by a Canadian professional association, an institute or a society; or c) a valid Transport Canada Marine Safety Certificate of Competency as: <ul style="list-style-type: none"> i. a First class engineer (Motor Ship and Steamship); or ii. a Second Class Engineer (Motor Ship and Steamship). <p>The Supplier must have completed a minimum of three (3) remediation assessments on yachts and pleasure craft within the last ten (10) years.</p> | <p>C1.1 The Supplier must provide with its arrangement a copy the valid certificate noted for each proposed individual.</p> |
| C2 | | <p>C2.1 The Supplier must provide with its arrangement one (1) case completed within the last ten (10) years. The case must include the work for a remediation assessment of a yacht/pleasure craft as described in the SOR (Stream C).</p> |

| Stream D – Vessel Disposal Assessment | | |
|---|---|--|
| To be issued a Supply Arrangement to conduct the Work associated with Stream D on Yachts and Pleasure Craft, the Supplier must meet the following criteria: | | |
| Ref. | Mandatory Criteria | Mandatory information, documentation and certificates to provide with the arrangement |
| D1 | <p>Proposed individuals must have one (1) of the following certificate or degree:</p> <ul style="list-style-type: none"> a) a valid marine inspector Nautical or Yachts and Pleasure Craft certificate recognized in Canada from one (1) of the following associations or related associations, or <ul style="list-style-type: none"> i. International Institute of Marine Surveyors Canada (IIMS); ii. National Association of Marine Surveyors (NAMS); iii. Society of Accredited Marine Surveyors (SAMS); iv. American Boat and Yacht Council (ABYC); or v. Lloyd's Register (LR). b) a college or university degree in naval architecture or engineering recognized by a Canadian professional association, an institute or a society; or c) a valid Transport Canada Marine Safety Certificate of Competency as: <ul style="list-style-type: none"> i. a First class engineer (Motor Ship and Steamship); or ii. a Second Class Engineer (Motor Ship and Steamship). | <p>D1.1 The Supplier must provide with its arrangement a copy the valid certificate noted for each proposed individual.</p> |
| D2 | <p>The Supplier must have completed a minimum of three (3) disposal assessments on yachts and pleasure craft within the last ten (10) years.</p> | <p>D2.1 The Supplier must provide with its arrangement one (1) case completed within the last ten (10) years. The case must include the work for a disposal assessment of a yacht/pleasure craft as described in the SOR (Stream D).</p> |

| II. Fishing Vessels | | |
|---|--|--|
| Stream A – Vessel Condition Survey | | |
| To be issued a Supply Arrangement to conduct the Work associated with <u>Stream A – Category 1, 2, 3, 4, 5 and 6</u> on Fishing Vessels, the Supplier must meet the following criteria: | | |
| Ref. | Mandatory Criteria | Mandatory information, documentation and certificates to provide with the arrangement |
| A6 | <p>Proposed individuals must have one (1) of the following certificate or degree:</p> <p>a) a valid marine inspector Nautical, Fishing Vessel or Commercial Ship certificate recognized in Canada from one (1) of the following associations or related associations, or</p> <ul style="list-style-type: none"> i. International Institute of Marine Surveyors Canada (IIMS); ii. National Association of Marine Surveyors (NAMS); iii. Society of Accredited Marine Surveyors (SAMS); or iv. Lloyd's Register (LR). <p>b) a college or university degree in naval architecture or engineering recognized by a Canadian professional association, an institute or a society; or</p> <p>c) a valid Transport Canada Marine Safety Certificate of Competency as:</p> <ul style="list-style-type: none"> i. a First class engineer (Motor Ship and Steamship); or ii. a Second Class Engineer (Motor Ship and Steamship). | A6.1 The Supplier must provide with its arrangement a copy the valid certificate noted for each proposed individual. |
| A7 | The Supplier must have completed a minimum of three (3) vessel condition surveys on fishing vessels within the last ten (10) years. | A7.1 The Supplier must provide with its arrangement one (1) case completed within the last ten (10) years. The case must include the work for a marine survey of a fishing vessel as described in the SOR (Stream A – Categories 1, 2, 3, 4, 5 and 6). |

| To be issued a Supply Arrangement to conduct the Work associated with <i>Stream A – Category Z</i> , on Fishing Vessels, the Supplier must meet the following criteria: | | |
|---|---|--|
| Ref. | Mandatory Criteria | Mandatory information, documentation and certificates to provide with the arrangement |
| A8 | The Supplier must have completed a minimum of three (3) financial analysis for remediation options on fishing vessels within the last ten (10) years. | A8.1 The Supplier must provide with its arrangement one (1) case completed within the last ten (10) years. The case must include financial analysis for remediation options of a fishing vessel as described in the SOR (Stream A – Category 7). |

To be issued a Supply Arrangement to conduct the Work associated with Stream A – Category 8, on Fishing Vessels, the Supplier must meet the following criteria:

| Ref. | Mandatory Criteria | Mandatory information, documentation and certificates to provide with the arrangement |
|------|--|--|
| A9 | <p>Proposed individuals must have one (1) of the following certificate or degree:</p> <p>a) a valid marine inspector Nautical, Fishing Vessel or Commercial Ship certificate recognized in Canada from one (1) of the following associations or related associations, or certificate recognized in Canada from one (1) of the following associations or related associations, or</p> <ul style="list-style-type: none"> i. International Institute of Marine Surveyors Canada (IIMS); ii. National Association of Marine Surveyors (NAMS); iii. Society of Accredited Marine Surveyors (SAMS); or iv. Lloyd's Register (LR). <p>b) a college or university degree in naval architecture or engineering recognized by a Canadian professional association, an institute or a society; or</p> <p>c) a valid Transport Canada Marine Safety Certificate of Competency as:</p> <ul style="list-style-type: none"> i. a First class engineer (Motor Ship and Steamship); or ii. a Second Class Engineer (Motor Ship and Steamship). | <p>A9.1 The Supplier must provide with its arrangement a copy the valid certificate noted for each proposed individual.</p> |
| A10 | <p>The Supplier must have completed a minimum of three (3) dive surveys on fishing vessels within the last ten (10) years.</p> | <p>A.10.1 The Supplier must provide with its arrangement one (1) case completed within the last ten (10) years. The case must include the work for dive surveys of a fishing vessel as described in the SOR (Stream A – Category 8).</p> |

| Stream B – Towing Assessment | | |
|---|--|--|
| To be issued a Supply Arrangement to conduct the Work associated with Stream B on Fishing Vessels, the Supplier must meet the following criteria: | | |
| Ref. | Mandatory Criteria | Mandatory information, documentation and certificates to provide with the arrangement |
| B3 | <p>Proposed individuals must have one (1) of the following certificate or degree:</p> <ul style="list-style-type: none"> a) a valid marine inspector Nautical, Fishing Vessel or Commercial Ship certificate recognized in Canada from one (1) of the following associations or related associations, or <ul style="list-style-type: none"> i. International Institute of Marine Surveyors Canada (IIMS); ii. National Association of Marine Surveyors (NAMS); iii. Society of Accredited Marine Surveyors (SAMS); or iv. Lloyd's Register (LR). b) a college or university degree in naval architecture or engineering recognized by a Canadian professional association, an institute or a society; or c) a valid Transport Canada Marine Safety Certificate of Competency as: <ul style="list-style-type: none"> i. a First class engineer (Motor Ship and Steamship); or ii. a Second Class Engineer (Motor Ship and Steamship). <p>The Supplier must have completed a minimum of three (3) towing assessments on fishing vessels within the last ten (10) years.</p> | <p>B3.1 The Supplier must provide with its arrangement a copy the valid certificate noted for each proposed individual.</p> |
| B4 | | <p>B4.1 The Supplier must provide with its arrangement one (1) case completed in the last ten (10) years. The case must include the work for a towing assessment of a fishing vessel as described in the SOR (Stream B).</p> |

| Stream C – Remediation Assessment | | |
|---|---|--|
| To be issued a Supply Arrangement to conduct the Work associated with Stream C on Fishing Vessels, the Supplier must meet the following criteria: | | |
| Ref. | Mandatory Criteria | Mandatory information, documentation and certificates to provide with the arrangement |
| C3 | <p>Proposed individuals must have one (1) of the following certificate or degree:</p> <ul style="list-style-type: none"> a) a valid marine inspector Nautical, Fishing Vessel or Commercial Ship certificate recognized in Canada from one (1) of the following associations or related associations, or <ul style="list-style-type: none"> i. International Institute of Marine Surveyors Canada (IIMS); ii. National Association of Marine Surveyors (NAMS); iii. Society of Accredited Marine Surveyors (SAMS); or iv. Lloyd's Register (LR). b) a college or university degree in naval architecture or engineering recognized by a Canadian professional association, an institute or a society; or c) a valid Transport Canada Marine Safety Certificate of Competency as: <ul style="list-style-type: none"> i. a First class engineer (Motor Ship and Steamship); or ii. a Second Class Engineer (Motor Ship and Steamship). | C3.1 The Supplier must provide with its arrangement a copy the valid certificate noted for each proposed individual. |
| C4 | <p>The Supplier must have completed a minimum of three (3) remediation assessments on fishing vessels within the last ten (10) years.</p> | C4.1 The Supplier must provide with its arrangement one (1) case completed within the last ten (10) years. The case must include the work for a remediation assessment of a fishing vessel as described in the SOR (Stream C). |

| Stream D – Vessel Disposal Assessment | | |
|---|--|--|
| To be issued a Supply Arrangement to conduct the Work associated with Stream D on Fishing Vessels, the Supplier must meet the following criteria: | | |
| Ref. | Mandatory Criteria | Mandatory information, documentation and certificates to provide with the arrangement |
| D3 | <p>Proposed individuals must have one (1) of the following certificate or degree:</p> <ul style="list-style-type: none"> a) a valid marine inspector Nautical, Fishing Vessel or Commercial Ship certificate recognized in Canada from one (1) of the following associations or related associations, or <ul style="list-style-type: none"> i. International Institute of Marine Surveyors Canada (IIMS); ii. National Association of Marine Surveyors (NAMS); iii. Society of Accredited Marine Surveyors (SAMS); or iv. Lloyd's Register (LR). b) a college or university degree in naval architecture or engineering recognized by a Canadian professional association, an institute or a society; or c) a valid Transport Canada Marine Safety Certificate of Competency as: <ul style="list-style-type: none"> i. a First class engineer (Motor Ship and Steamship); or ii. a Second Class Engineer (Motor Ship and Steamship). <p>The Supplier must have completed a minimum of three (3) disposal assessments on fishing vessels within the last ten (10) years.</p> | <p>D3.1 The Supplier must provide with its arrangement a copy the valid certificate noted for each proposed individual.</p> |
| D4 | | <p>D4.1 The Supplier must provide with its arrangement one (1) case completed within the last ten (10) years. The case must include the work for a disposal assessment of a fishing vessel as described in the SOR (Stream D).</p> |

| III. Tugs and Barges | | |
|---|--|---|
| Stream A – Vessel Condition Survey | | |
| To be issued a Supply Arrangement to conduct the Work associated with <i>Stream A – Category 1, 2, 3, 4, 5 and 6</i> on Tugs and Barges, the Supplier must meet the following criteria: | | |
| Ref. | Mandatory Criteria | Mandatory information, documentation and certificates to provide with the arrangement |
| A11 | <p>Proposed individuals must have one (1) of the following certificate or degree:</p> <ul style="list-style-type: none"> a) a valid marine inspector Nautical, Tug and Barges or Commercial Ship certificate recognized in Canada from one (1) of the following associations or related associations, or <ul style="list-style-type: none"> i. International Institute of Marine Surveyors Canada (IIMS); ii. National Association of Marine Surveyors (NAMS); iii. Society of Accredited Marine Surveyors (SAMS); or iv. Lloyd's Register (LR). b) a college or university degree in naval architecture or engineering recognized by a Canadian professional association, an institute or a society; or c) a valid Transport Canada Marine Safety Certificate of Competency as: <ul style="list-style-type: none"> i. a First class engineer (Motor Ship and Steamship); or ii. a Second Class Engineer (Motor Ship and Steamship). <p>The Supplier must have completed a minimum of three (3) vessel condition surveys on tugs and barges within the last ten (10) years.</p> | <p>A11.1 The Supplier must provide with its arrangement a copy the valid certificate noted for each proposed individual.</p> |
| A12 | | <p>A12.1 The Supplier must provide with its arrangement one (1) case completed within the last ten (10) years. The case must include the work for a marine survey of a tug/barge as described in the SOR (Stream A – Categories 1, 2, 3, 4, 5 and 6).</p> |

| To be issued a Supply Arrangement to conduct the Work associated with <i>Stream A – Category Z</i> , on Tugs and Barges, the Supplier must meet the following criteria: | | |
|---|---|--|
| Ref. | Mandatory Criteria | Mandatory information, documentation and certificates to provide with the arrangement |
| A13 | The Supplier must have completed a minimum of three (3) financial analysis for remediation options on tugs and barges within the last ten (10) years. | A13.1 The Supplier must provide with its arrangement one (1) case completed within the last ten (10) years. The case must include financial analysis for remediation options of a tug/barge as described in the SOR (Stream A – Category 7). |

To be issued a Supply Arrangement to conduct the Work associated with Stream A – Category 8, on Tugs and Barges, the Supplier must meet the following criteria:

| Ref. | Mandatory Criteria | Mandatory information, documentation and certificates to provide with the arrangement |
|------|--|--|
| A14 | <p>Proposed individuals must have one (1) of the following certificate or degree:</p> <ul style="list-style-type: none"> a) a valid marine inspector Nautical, Tug and Barges or Commercial Ship certificate recognized in Canada from one (1) of the following associations or related associations, or <ul style="list-style-type: none"> i. International Institute of Marine Surveyors Canada (IIMS); ii. National Association of Marine Surveyors (NAMS); iii. Society of Accredited Marine Surveyors (SAMS); or iv. Lloyd's Register (LR). b) a college or university degree in naval architecture or engineering recognized by a Canadian professional association, an institute or a society; or c) a valid Transport Canada Marine Safety Certificate of Competency as: <ul style="list-style-type: none"> i. a First class engineer (Motor Ship and Steamship); or ii. a Second Class Engineer (Motor Ship and Steamship). <p>The Supplier must have completed a minimum of three (3) dive surveys on tugs and barges within the last ten (10) years.</p> | <p>A14.1 The Supplier must provide with its arrangement a copy the valid certificate noted for each proposed individual.</p> |
| A15 | <p>The Supplier must provide with its arrangement one (1) case completed within the last ten (10) years. The case must include the work for dive surveys of a tug/barge as described in the SOR (Stream A – Category 8).</p> | <p>A15.1 The Supplier must provide with its arrangement one (1) case completed within the last ten (10) years. The case must include the work for dive surveys of a tug/barge as described in the SOR (Stream A – Category 8).</p> |

| Stream B – Towing Assessment | | |
|--|--|---|
| To be issued a Supply Arrangement to conduct the Work associated with Stream B on Tugs and Barges, the Supplier meet the following criteria: | | |
| Ref. | Mandatory Criteria | Mandatory information, documentation and certificates to provide with the arrangement: |
| B5 | <p>Proposed individuals must have one (1) of the following certificate or degree:</p> <ul style="list-style-type: none"> a) a valid marine inspector Nautical, Tug and Barges or Commercial Ship certificate recognized in Canada from one (1) of the following associations or related associations, or <ul style="list-style-type: none"> i. International Institute of Marine Surveyors Canada (IIMS); ii. National Association of Marine Surveyors (NAMS); iii. Society of Accredited Marine Surveyors (SAMS); or iv. Lloyd's Register (LR). b) a college or university degree in naval architecture or engineering recognized by a Canadian professional association, an institute or a society; or c) a valid Transport Canada Marine Safety Certificate of Competency as: <ul style="list-style-type: none"> i. a First class engineer (Motor Ship and Steamship); or ii. a Second Class Engineer (Motor Ship and Steamship). <p>The Supplier must have completed a minimum of three (3) towing assessments on tugs and barges within the last ten (10) years.</p> | <p>B5.1 The Supplier must provide with its arrangement a copy the valid certificate noted for each proposed individual.</p> |
| B6 | | <p>B6.1 The Supplier must provide with its arrangement one (1) case completed within the last ten (10) years. The case must include the work for a towing assessment of a tug/barge as described in the SOR (Stream B).</p> |

| Stream C – Remediation Assessment | | |
|---|---|---|
| To be issued a Supply Arrangement to conduct the Work associated with Stream C on Tugs and Barges, the Supplier must meet the following criteria: | | |
| Ref. | Mandatory Criteria | Mandatory information, documentation and certificates to provide with the arrangement |
| C5 | <p>Proposed individuals must have one (1) of the following certificate or degree:</p> <ul style="list-style-type: none"> a) a valid marine inspector Nautical, Tug and Barges or Commercial Ship certificate recognized in Canada from one (1) of the following associations or related associations, or <ul style="list-style-type: none"> i. International Institute of Marine Surveyors Canada (IIMS); ii. National Association of Marine Surveyors (NAMS); iii. Society of Accredited Marine Surveyors (SAMS); or iv. Lloyd's Register (LR). b) a college or university degree in naval architecture or engineering recognized by a Canadian professional association, an institute or a society; or c) a valid Transport Canada Marine Safety Certificate of Competency as: <ul style="list-style-type: none"> i. a First class engineer (Motor Ship and Steamship); or ii. a Second Class Engineer (Motor Ship and Steamship). | C5.1 The Supplier must provide with its arrangement a copy the valid certificate noted for each proposed individual. |
| C6 | <p>The Supplier must have completed a minimum of three (3) remediation assessments on tugs and barges within the last ten (10) years.</p> | C6.1 The Supplier must provide with its arrangement one (1) completed case completed in the last ten (10) years. The case must include the work for a remediation assessment of a tug/barge as described in the SOR (Stream C). |

| Stream D – Vessel Disposal Assessment | | |
|---|---|---|
| To be issued a Supply Arrangement to conduct the Work associated with Stream D on Tugs and Barges, the Supplier must meet the following criteria: | | |
| Ref. | Mandatory Criteria | Mandatory information, documentation and certificates to provide with the arrangement |
| D5 | <p>Proposed individuals must have one (1) of the following certificate or degree:</p> <ul style="list-style-type: none"> a) a valid marine inspector Nautical, Tug and Barges or Commercial Ship certificate recognized in Canada from one (1) of the following associations or related associations, or <ul style="list-style-type: none"> i. International Institute of Marine Surveyors Canada (IIMS); ii. National Association of Marine Surveyors (NAMS); iii. Society of Accredited Marine Surveyors (SAMS); or iv. Lloyd's Register (LR). b) a college or university degree in naval architecture or engineering recognized by a Canadian professional association, an institute or a society; or c) a valid Transport Canada Marine Safety Certificate of Competency as: <ul style="list-style-type: none"> i. a First class engineer (Motor Ship and Steamship); or ii. a Second Class Engineer (Motor Ship and Steamship). | <p>D5.1 The Supplier must provide with its arrangement a copy the valid certificate noted for each proposed individual.</p> |
| D6 | <p>The Supplier must have completed a minimum of three (3) disposal assessments on tugs and barges within the last ten (10) years.</p> | <p>D6.1 The Supplier must provide with its arrangement one (1) completed case completed in the last (10) years. The case must include the work for a disposal assessment of a tug/barge as described in the SOR (Stream D).</p> |

| IV. Commercial Work Boats and Government Vessels | | |
|--|---|---|
| Stream A – Vessel Condition Survey | | |
| To be issued a Supply Arrangement to conduct the Work associated with <i>Stream A – Category 1, 2, 3, 4, 5 and 6</i> on Commercial Work Boats and Government Vessels, the Supplier must meet the following criteria: | | |
| Ref. | Mandatory Criteria | Mandatory information, documentation and certificates to provide with the arrangement |
| A16 | <p>Proposed individuals must have one (1) of the following certificate or degree:</p> <ul style="list-style-type: none"> a) a valid marine inspector Nautical, Commercial Work Boat or Commercial Ship certificate recognized in Canada from one (1) of the following associations or related associations, or <ul style="list-style-type: none"> i. International Institute of Marine Surveyors Canada (IIMS); ii. National Association of Marine Surveyors (NAMS); iii. Society of Accredited Marine Surveyors (SAMS); or iv. Lloyd's Register (LR). b) a college or university degree in naval architecture or engineering recognized by a Canadian professional association, an institute or a society; or c) a valid Transport Canada Marine Safety Certificate of Competency as: <ul style="list-style-type: none"> i. a First class engineer (Motor Ship and Steamship); or ii. a Second Class Engineer (Motor Ship and Steamship). | A16.1 The Supplier must provide with its arrangement a copy of the valid certificate from one of the organizations noted for each proposed individual. |
| A17 | <p>The Supplier must have completed a minimum of three (3) vessel condition surveys on commercial work boats or government vessels within the last ten (10) years.</p> | A17.1 The Supplier must provide with its arrangement one (1) case completed within the last ten (10) years. The case must include the work for a marine survey of a commercial work boat/government vessel as described in the SOR (Stream A – Categories 1, 2, 3, 4, 5 and 6). |

| To be issued a Supply Arrangement to conduct the Work associated with <i>Stream A – Category Z</i> , on, Commercial Work Boats and Government Vessels the Supplier must meet the following criteria: | | |
|--|--|--|
| Ref. | Mandatory Criteria | Mandatory information, documentation and certificates to provide with the arrangement |
| A18 | The Supplier must have completed a minimum of three (3) financial analysis for remediation options on commercial work boats and government vessels within the last ten (10) years. | A18.1 The Supplier must provide with its arrangement one (1) case completed within the last ten (10) years. The case must include financial analysis for remediation options for a commercial work boat/government vessel as described in the SOR (Stream A – Category 7). |

To be issued a Supply Arrangement to conduct the Work associated with Stream A – Category 8, on Commercial Work Boats and Government Vessels, the Supplier must meet the following criteria:

| Ref. | Mandatory Criteria | Mandatory information, documentation and certificates to provide with the arrangement |
|------|---|---|
| A19 | <p>Proposed individuals must have one (1) of the following certificate or degree:</p> <ul style="list-style-type: none"> a) a valid marine inspector Nautical, Commercial Work Boat or Commercial Ship certificate recognized in Canada from one (1) of the following associations or related associations, or <ul style="list-style-type: none"> i. International Institute of Marine Surveyors Canada (IIMS); ii. National Association of Marine Surveyors (NAMS); iii. Society of Accredited Marine Surveyors (SAMS); or iv. Lloyd's Register (LR). b) a college or university degree in naval architecture or engineering recognized by a Canadian professional association, an institute or a society; or c) a valid Transport Canada Marine Safety Certificate of Competency as: <ul style="list-style-type: none"> i. a First class engineer (Motor Ship and Steamship); or ii. a Second Class Engineer (Motor Ship and Steamship). | <p>A19.1 The Supplier must provide with its arrangement a copy of the valid certificate from one of the organizations noted for each proposed individual.</p> |
| A20 | <p>The Supplier must have completed a minimum of three (3) dive surveys for commercial work boats or government vessels the last ten (10) years.</p> | <p>A20.1 The Supplier must provide with its arrangement one (1) case completed within the last ten (10) years. The case must include the work for dive surveys of a commercial work boat/government vessel as described in the SOR (Stream A – Category 8).</p> |

| Stream B – Towing Assessment | | |
|--|--|--|
| To be issued a Supply Arrangement to conduct the Work associated with Stream B on Commercial Work Boats and Government Vessels, the Supplier must meet the following criteria: | | |
| Ref. | Mandatory Criteria | Mandatory information, documentation and certificates to provide with the arrangement |
| B7 | <p>Proposed individuals must have one (1) of the following certificate or degree:</p> <ul style="list-style-type: none"> a) a valid marine inspector Nautical, Commercial Work Boat or Commercial Ship certificate recognized in Canada from one (1) of the following associations or related associations, or <ul style="list-style-type: none"> i. International Institute of Marine Surveyors Canada (IIMS); ii. National Association of Marine Surveyors (NAMS); iii. Society of Accredited Marine Surveyors (SAMS); or iv. Lloyd's Register (LR). b) a college or university degree in naval architecture or engineering recognized by a Canadian professional association, an institute or a society; or c) a valid Transport Canada Marine Safety Certificate of Competency as: <ul style="list-style-type: none"> i. a First class engineer (Motor Ship and Steamship); or ii. a Second Class Engineer (Motor Ship and Steamship). <p>The Supplier must have completed a minimum of three (3) towing assessments on commercial work boats or government vessels within the last ten (10) years.</p> | <p>B7.1 The Supplier must provide with its arrangement a copy of the valid certificate from one of the organizations noted for each proposed individual.</p> |
| B8 | | <p>B8.1 The Supplier must provide with its arrangement one (1) case completed within the last ten (10) years. The case must include the work for a towing assessment of a commercial work boat/government vessel as described in the SOR (Stream B).</p> |

| Stream C – Remediation Assessment | | |
|--|--|---|
| To be issued a Supply Arrangement to conduct the Work associated with Stream C on Commercial Work Boats and Government Vessels, the Supplier must meet the following criteria: | | |
| Ref. | Mandatory Criteria | Mandatory information, documentation and certificates to provide with the arrangement |
| C7 | <p>Proposed individuals must have one (1) of the following certificate or degree:</p> <ul style="list-style-type: none"> a) a valid marine inspector Nautical, Commercial Work Boat or Commercial Ship certificate recognized in Canada from one (1) of the following associations or related associations, or <ul style="list-style-type: none"> i. International Institute of Marine Surveyors Canada (IIMS); ii. National Association of Marine Surveyors (NAMS); iii. Society of Accredited Marine Surveyors (SAMS); or iv. Lloyd's Register (LR). b) a college or university degree in naval architecture or engineering recognized by a Canadian professional association, an institute or a society; or c) a valid Transport Canada Marine Safety Certificate of Competency as: <ul style="list-style-type: none"> i. a First class engineer (Motor Ship and Steamship); or ii. a Second Class Engineer (Motor Ship and Steamship). <p>The Supplier must have completed a minimum of three (3) remediation assessments for commercial work boats or government vessels within the last ten (10) years.</p> | <p>C7.1 The Supplier must provide with its arrangement a copy of the valid certificate from one of the organizations noted for each proposed individual.</p> |
| C8 | | <p>C8.1 The Supplier must provide with its arrangement one (1) case completed within the last ten (10) years. The case must include the work for a remediation assessment of a commercial work boat/government vessel as described in the SOR (Stream C).</p> |

| Stream D – Vessel Disposal Assessment | | |
|--|---|--|
| To be issued a Supply Arrangement to conduct the Work associated with Stream D on Commercial Work Boats and Government Vessels, the Supplier must meet the following criteria: | | |
| Ref. | Mandatory Criteria | Mandatory information, documentation and certificates to provide with the arrangement: |
| D7 | <p>Proposed individuals must have one (1) of the following certificate or degree:</p> <ul style="list-style-type: none"> a) a valid marine inspector Nautical, Commercial Work Boat or Commercial Ship certificate recognized in Canada from one (1) of the following associations or related associations, or <ul style="list-style-type: none"> i. International Institute of Marine Surveyors Canada (IIMS); ii. National Association of Marine Surveyors (NAMS); iii. Society of Accredited Marine Surveyors (SAMS); or iv. Lloyd's Register (LR). b) a college or university degree in naval architecture or engineering recognized by a Canadian professional association, an institute or a society; or c) a valid Transport Canada Marine Safety Certificate of Competency as: <ul style="list-style-type: none"> i. a First class engineer (Motor Ship and Steamship); or ii. a Second Class Engineer (Motor Ship and Steamship). | <p>D7.1 The Supplier must provide with its arrangement a copy of the valid certificate from one of the organizations noted for each proposed individual.</p> |
| D8 | <p>The Supplier must have completed a minimum of three (3) disposal assessments for commercial work boats or government vessels within the last ten (10) years.</p> | <p>D8.1 The Supplier must provide with its arrangement one (1) case completed within the last ten (10) years. The case must include the work for a disposal assessment of a commercial work boat/government vessel as described in the SOR (Stream D).</p> |

| V. Cargo Vessels | | |
|---|--|---|
| Stream A – Vessel Condition Survey | | |
| To be issued a Supply Arrangement to conduct the Work associated with <i>Stream A – Category 1, 2, 3, 4, 5 and 6</i> on Cargo Vessels, the Supplier must meet the following criteria: | | |
| Ref. | Mandatory Criteria | Mandatory information, documentation and certificates to provide with the arrangement: |
| A21 | <p>Proposed individuals must have one (1) of the following certificate or degree:</p> <ul style="list-style-type: none"> a) a valid marine inspector Cargo or Commercial Ship certificate recognized in Canada from one (1) of the following associations or related associations, or <ul style="list-style-type: none"> i. International Institute of Marine Surveyors Canada (IIMS); ii. National Association of Marine Surveyors (NAMS); iii. Society of Accredited Marine Surveyors (SAMS); or iv. Lloyd's Register (LR). b) a college or university degree in naval architecture or engineering recognized by a Canadian professional association, an institute or a society; or c) a valid Transport Canada Marine Safety Certificate of Competency as: <ul style="list-style-type: none"> i. a First class engineer (Motor Ship and Steamship); or ii. a Second Class Engineer (Motor Ship and Steamship). | A21.1 The Supplier must provide with its arrangement a copy of the valid certificate from one of the organizations noted for each proposed individual. |
| A22 | The Supplier must have completed a minimum of three (3) vessel condition surveys on cargo vessels within the last ten (10) years. | A22.1 The Supplier must provide with its arrangement one (1) case completed within the last ten (10) years. The case must include the work for a marine survey of a cargo vessel as described in the SOR (Stream A – Categories 1, 2, 3, 4, 5 and 6). |

| To be issued a Supply Arrangement to conduct the Work associated with <i>Stream A – Category Z</i> , on Cargos the Supplier must meet the following criteria: | | |
|---|--|---|
| Ref. | Mandatory Criteria | Mandatory information, documentation and certificates to provide with the arrangement |
| A23 | The Supplier must have completed a minimum of three (3) financial analysis for remediation options on cargos within the last ten (10) years. | A23.1 The Supplier must provide with its arrangement one (1) case completed within the last ten (10) years. The case must include financial analysis for remediation options of a cargo vessel as described in the SOR (Stream A – Category 7). |

To be issued a Supply Arrangement to conduct the Work associated with *Stream A – Category 8*, on Cargo Vessels, the Supplier must meet the following criteria:

| Ref. | Mandatory Criteria | Mandatory information, documentation and certificates to provide with the arrangement |
|------|--|---|
| A24 | <p>Proposed individuals must have one (1) of the following certificate or degree:</p> <ul style="list-style-type: none"> a) a valid marine inspector Cargo or Commercial Ship certificate recognized in Canada from one (1) of the following associations or related associations, or <ul style="list-style-type: none"> i. International Institute of Marine Surveyors Canada (IIMS); ii. National Association of Marine Surveyors (NAMS); iii. Society of Accredited Marine Surveyors (SAMS); or iv. Lloyd's Register (LR). b) a college or university degree in naval architecture or engineering recognized by a Canadian professional association, an institute or a society; or c) a valid Transport Canada Marine Safety Certificate of Competency as: <ul style="list-style-type: none"> i. a First class engineer (Motor Ship and Steamship); or ii. a Second Class Engineer (Motor Ship and Steamship). <p>The Supplier must have completed a minimum of three (3) dive surveys for cargo vessels within the last ten (10) years.</p> | <p>A24.1 The Supplier must provide with its arrangement a copy of the valid certificate from one of the organizations noted for each proposed individual.</p> |
| A25 | | <p>A25.1 The Supplier must provide with its arrangement one (1) case completed within the last ten (10) years. The case must include the work for dive surveys of a cargo vessel as described in the SOR (Stream A – Category 8).</p> |

| Stream B – Towing Assessment | | |
|---|--|---|
| To be issued a Supply Arrangement to conduct the Work associated with Stream B on Cargo Vessels, the Supplier must meet the following criteria: | | |
| Ref. | Mandatory Criteria | Mandatory information, documentation and certificates to provide with the arrangement |
| B9 | <p>Proposed individuals must have one (1) of the following certificate or degree:</p> <ul style="list-style-type: none"> a) a valid marine inspector Cargo or Commercial Ship certificate recognized in Canada from one (1) of the following associations or related associations, or <ul style="list-style-type: none"> i. International Institute of Marine Surveyors Canada (IIMS); ii. National Association of Marine Surveyors (NAMS); iii. Society of Accredited Marine Surveyors (SAMS); or iv. Lloyd's Register (LR). b) a college or university degree in naval architecture or engineering recognized by a Canadian professional association, an institute or a society; or c) a valid Transport Canada Marine Safety Certificate of Competency as: <ul style="list-style-type: none"> i. a First class engineer (Motor Ship and Steamship); or ii. a Second Class Engineer (Motor Ship and Steamship). <p>The Supplier must have completed a minimum of three (3) towing assessments for cargo vessels within the last ten (10) years.</p> | <p>B9.1 The Supplier must provide with its arrangement a copy of the valid certificate from one of the organizations noted for each proposed individual.</p> |
| B10 | | <p>B10.1 The Supplier must provide with its arrangement one (1) case completed within the last ten (10) years. The case must include the work for a towing assessment of a cargo vessel as described in the SOR (Stream B).</p> |

| Stream C – Remediation Assessment | | |
|---|--|--|
| To be issued a Supply Arrangement to conduct the Work associated with Stream C on Cargo Vessels, the Supplier must meet the following criteria: | | |
| Ref. | Mandatory Criteria | Mandatory information, documentation and certificates to provide with the arrangement |
| C9 | <p>Proposed individuals must have one (1) of the following certificate or degree:</p> <ul style="list-style-type: none"> a) a valid marine inspector Cargo or Commercial Ship certificate recognized in Canada from one (1) of the following associations or related associations, or <ul style="list-style-type: none"> i. International Institute of Marine Surveyors Canada (IIMS); ii. National Association of Marine Surveyors (NAMS); iii. Society of Accredited Marine Surveyors (SAMS); or iv. Lloyd's Register (LR). b) a college or university degree in naval architecture or engineering recognized by a Canadian professional association, an institute or a society; or c) a valid Transport Canada Marine Safety Certificate of Competency as: <ul style="list-style-type: none"> i. a First class engineer (Motor Ship and Steamship); or ii. a Second Class Engineer (Motor Ship and Steamship). | <p>C9.1 The Supplier must provide with its arrangement a copy of the valid certificate from one of the organizations noted for each proposed individual.</p> |
| C10 | <p>The Supplier must have completed a minimum of three (3) remediation assessments for cargo vessels within the last ten (10) years.</p> | <p>C10.1 The Supplier must provide with its arrangement one (1) case completed within the last ten (10) years. The case must include the work for a remediation assessment of a cargo vessel as described in the SOR (Stream C).</p> |

| Stream D – Vessel Disposal Assessment | | |
|---|--|---|
| To be issued a Supply Arrangement to conduct the Work associated with Stream D on Cargo Vessels, the Supplier must meet the following criteria: | | |
| Ref. | Mandatory Criteria | Mandatory information, documentation and certificates to provide with the arrangement |
| D9 | <p>Proposed individuals must have one (1) of the following certificate or degree:</p> <ul style="list-style-type: none"> a) a valid marine inspector Cargo or Commercial Ship certificate recognized in Canada from one (1) of the following associations or related associations, or <ul style="list-style-type: none"> i. International Institute of Marine Surveyors Canada (IIMS); ii. National Association of Marine Surveyors (NAMS); iii. Society of Accredited Marine Surveyors (SAMS); or iv. Lloyd's Register (LR). b) a college or university degree in naval architecture or engineering recognized by a Canadian professional association, an institute or a society; or c) a valid Transport Canada Marine Safety Certificate of Competency as: <ul style="list-style-type: none"> i. a First class engineer (Motor Ship and Steamship); or ii. a Second Class Engineer (Motor Ship and Steamship). | <p>D9.1 The Supplier must provide with its arrangement a copy of the valid certificate from one of the organizations noted for each proposed individual.</p> |
| D10 | <p>The Supplier must have completed a minimum of three (3) disposal assessments for cargo vessels within the last ten (10) years.</p> | <p>D10.1 The Supplier must provide with its arrangement one (1) case completed within the last ten (10) years. The case must include the work for a disposal assessment of a cargo vessel as described in the SOR (Stream D).</p> |

PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Mandatory Evaluation Criteria

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

4.1.2 Financial Evaluation

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

4.2 Basis of Selection

In order to be issued a supply arrangement, the arrangement must comply with the requirements of the Request for Supply Arrangements, and a minimum of one (1) proposed individual must meet all mandatory evaluation criteria for a minimum of one (1) type of vessels and a minimum of one (1) stream with the exception of Stream A. For Stream A, a proposed individual must meet the mandatory evaluation criteria for a minimum of one (1) category.

4.3 Financial Viability

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Suppliers must provide the required certifications and additional information to be issued a supply arrangement (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 Certifications Precedent to the Issuance of a Supply Arrangement and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Set-aside for Indigenous Business

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

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

5.2.3 Indigenous Business Certification

Where practical, procurements may be directed to Indigenous Businesses. Suppliers must meet the definition of an Indigenous Business and provide the Indigenous Business Certification at [Attachment 4 – Indigenous Business Certification](#).

5.2.4 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.

5.2.5 Workers Compensation Certification – Letter of Good Standing

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

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

5.2.6 Status and Availability of Resources

The Supplier certifies that, should it be issued a supply arrangement as a result of the request for supply arrangements, every proposed individual in the arrangement will be available for the term of the supply arrangement.

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

5.2.7 Former Public Servant

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

Definitions

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

-
- (a) an individual;
 - (b) an individual who has incorporated;
 - (c) a partnership made of former public servants; or
 - (d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

“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.

5.2.8 Communication

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

Attachment 3 – Set-aside for Indigenous Business

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

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

Or

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

Attachment 4 – Indigenous Business Certification

An Indigenous business meeting the following definition must include this certification with their arrangement.

Indigenous Business definition:

- A sole proprietorship, limited company, cooperative, partnership or not-for-profit organization in which an Indigenous persons have majority ownership and control meaning at least 51%.

A joint-venture agreement in which an Indigenous business or Indigenous businesses as defined above has at least 51% ownership and control. All joint ventures also require that Indigenous content is at least 33% of the value of the work performed.

Indigenous Person means a First Nation, Métis or Inuit person who is a Canadian citizen and resident in Canada. Evidence that an owner or employee of a business enterprise is an “Indigenous person” includes:

- (a) registration under the Indian Act;
- (b) membership in a recognized national, provincial or territorial Indigenous organization;
- (c) recognition as Indigenous, Métis or Inuit from the relevant local Indigenous community; or
- (d) enrolment or entitlement to be enrolled pursuant to a comprehensive land claim agreement, or
- (e) membership or entitlement to membership in a group with an accepted comprehensive claim.

Certification:

I certify that I own an Indigenous Business in accordance with the above definition.

Printed name of owner

Signature of owner

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

Attachment 5 – Former Public Servant Declaration

Definitions

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

- (a) an individual;
- (b) an individual who has incorporated;
- (c) a partnership made of former public servants; or
- (d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement 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 Supplier a FPS in receipt of a pension?

Yes () No ()

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

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

By providing this information, suppliers agree that, should it be the successful Bidder to a bid solicitation and, its status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

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

Yes () No ()

If so, the Supplier must provide the following information:

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

PART 6 – SUPPLY ARRANGEMENT, BID SOLICITATION AND RESULTING CONTRACT CLAUSES

TABLE OF CONTENTS

| | | |
|----|---|------------|
| 1. | INTRODUCTION..... | 85 |
| 2. | PURPOSE..... | 85 |
| 3. | SCOPE OF WORK | 85 |
| 4. | ACRONYMS | 85 |
| 5. | TERMINOLOGY..... | 85 |
| 6. | APPLICABLE LAWS, REGULATIONS AND STANDARDS..... | 85 |
| 6. | REQUIREMENT | 86 |
| 7. | MONITORING OF WORK | 92 |
| 8. | ACCESSIBILITY | 92 |
| | APPENDIX 1 – TECHNICAL RISK QUESTIONNAIRE..... | 93 |
| | ANNEX B – SUPPLIER IDENTIFICATION FORM | 97 |
| | ANNEX C – SUPPLIER SERVICE TABLE | 98 |
| | ANNEX D – QUALIFIED AND APPROVED INDIVIDUAL FORM | 100 |
| | ANNEX E – SERVICE REQUEST FORM | 101 |
| | ANNEX F – UNSCHEDULED WORK REQUEST FORM | 105 |
| | ANNEX G – SET-ASIDE FOR INDIGENOUS BUSINESS CERTIFICATION..... | 106 |
| | ANNEX H – INDIGENOUS BUSINESS CERTIFICATON | 107 |
| | ANNEX I – INDIGENOUS PARTICIPATION PLAN (IPP) | 108 |
| | ANNEX J – FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION..... | 109 |

A. SUPPLY ARRANGEMENT

A6.1 Arrangement

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

A6.2 Security Requirements

There is no security requirement applicable to the Supply Arrangement.

A6.3 Standard Clauses and Conditions

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

A6.3.1 General Conditions

2020, 2022-12-01, General Conditions – Supply Arrangement – Goods or Services, apply to and form part of the Supply Arrangement.

A6.4 Periodic Usage Reports

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

The Supplier must provide this data in accordance with the reporting requirements detailed in [Attachment 6 – Quarterly Usage Report](#). If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Supplier must still provide a "NIL" report.

The quarterly reporting periods are defined as follows:

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

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

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

A6.5 Term of Supply Arrangement

A6.5.1 Period of the Supply Arrangement

The Supply Arrangement will be valid for a period no longer than five (5) years. If Canada no longer considers it to be advantageous to use it, it will be cancelled. A notice to notify suppliers will be published on CanadaBuys. The period for awarding contracts under the Supply Arrangement will begin after the issuance of the Supply Arrangement.

A6.5.2 Land Claims Agreements (NLCA and CLCAs)

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

A6.6 Authorities

A6.6.1 Supply Arrangement Authority

The Supply Arrangement Authority is:

Andrea Jeakins, Supply Officer
Public Services and Procurement Canada (PSPC)
Acquisitions Branch
Ship Recycling and Related Services Place du Portage, Phase III
Gatineau, Québec K1A 0S5

Telephone: 343-541-7428

E-mail address: andrea.jeakins@tpsgc-pwgsc.gc.ca

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

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

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

Name:

Title:

Telephone:

Email address:

A6.7 Identified Users

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

A6.8 On-going Opportunity for Qualification

At any time, suppliers may contact the Supply Arrangement Authority to have new proposed individuals pre-qualified and approved in accordance with the [Attachment 2 – Mandatory Technical Criteria](#).

The Bidder must allow at least 30 calendar days to the Supply Arrangement Authority to complete the pre-qualification.

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

In addition, a Notice will be posted approximately 12 months after issuance of the Supply Arrangements on CanadaBuys 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 additional information to be qualified on any new stream and/or category, or meet new criteria of the RFSA, if applicable.

A6.9 Priority of Documents

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

- (a) the Articles of the Supply Arrangement including Attachment 6;
- (b) the General Conditions 2020, 2022-12-01, Supply Arrangement – Goods or Services;
- (c) Annex A – Statement of Requirement;
- (d) Annex B – Supplier Identification Form;
- (e) Annex C – Supplier Service Table;
- (f) Annex D – Qualified and Approved Individual Form;
- (g) the Supplier's arrangement dated _____ *(will be inserted at the issuance of the SA).*

A6.10 Certifications and Additional Information

A6.10.1 Compliance

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

A6.10.2 Updates and renewal

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

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

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

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

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

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

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

A6.13 Code of Conduct for Procurement

As per article 31 of General Conditions 2010C, the Contractor must comply with the Code of Conduct for Procurement.

PHYSICAL, SEXUAL, VERBAL HARASSMENT AND/OR VIOLENCE, BULLYING, TEASING OR OTHER AGGRESSIVE BEHAVIOURS ARE STRICTLY PROHIBITED IN ALL INTERACTIONS WITH PUBLIC SERVANTS. FAILURE TO DEMONSTRATE COMPLIANCE WILL RESULT IN THE CANCELLATION OF THE SUPPLY ARRANGEMENT.

Attachment 6 – Quarterly Usage Report

Supplier Name: _____ Year: 20 _____

Reporting Period: ☐ 1st Quarter ☐ 2nd Quarter ☐ 3rd Quarter ☐ 4th Quarter

| Identified Users* | Contract Number | Region | Name and contact information of the representative of the Identified User (Box 5, 6 and 7 of the Service Request form) | \$ Final Contract Price (tax excluded) | \$ Portion to Indigenous Businesses (tax excluded) | \$ Portion to Indigenous Employees | Job Created | | Job Sustained | | If you engaged Indigenous businesses or hired Indigenous Peoples to assist in completing the Work, what were their role and responsibilities? (an Indigenous business must meet the PSIB's eligibility criteria) |
|-------------------|-----------------|-----------------|--|---|---|---------------------------------------|-------------|----------------|---------------|----------------|---|
| | | | | | | | Indigenous | Non-Indigenous | Indigenous | Non-Indigenous | |
| Choose an item. | | Choose an item. | | | | | | | | | |
| Choose an item. | | Choose an item. | | | | | | | | | |
| Choose an item. | | Choose an item. | | | | | | | | | |
| Choose an item. | | Choose an item. | | | | | | | | | |
| Choose an item. | | Choose an item. | | | | | | | | | |
| Choose an item. | | Choose an item. | | | | | | | | | |
| Choose an item. | | Choose an item. | | | | | | | | | |
| Choose an item. | | Choose an item. | | | | | | | | | |
| Choose an item. | | Choose an item. | | | | | | | | | |
| Choose an item. | | Choose an item. | | | | | | | | | |
| Choose an item. | | Choose an item. | | | | | | | | | |
| Choose an item. | | Choose an item. | | | | | | | | | |
| Choose an item. | | Choose an item. | | | | | | | | | |
| Choose an item. | | Choose an item. | | | | | | | | | |
| Choose an item. | | Choose an item. | | | | | | | | | |

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

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

B. BID SOLICITATION

B6.1 Standard Instructions, Clauses and Conditions

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

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

The 2003, 2023-06-08, 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 representative of the Identified User specified in the bid solicitation (Service Request Form – Part 1).*

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

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

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

Section 07, Delayed bids is deleted in its entirety.

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

Bids may only be sent electronically via email to the representative of the Identified User.

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

B6.2 Bid Solicitation Process

The Identified User is responsible for the bid solicitation process and the award of contracts up to \$100,000.00 (applicable taxes included). Public Services and Procurement Canada (PSPC) is responsible for the bid solicitation process and the award of contracts exceeding \$100,000.00 (applicable taxes included). For those requirements, the bid solicitation process (B6.2.1 and B6.2.2) and the resulting contract clauses (Part 6. C. Contract Clauses) may be changed to meet the requirements of the applicable Trade Agreement(s) and other contractual obligations.

B6.2.1 Selection of Bidders

The following steps describe the process for the selection of suppliers in receipt of a supply arrangement, to be invited to bid on a requirement:

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

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

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

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

In order to be considered an Indigenous business, the business must meet the definition of an [Indigenous Business](#).

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

B6.2.2 Distribution of Bid Solicitation

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

B6.3 Bid Preparation Instructions

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

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

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

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

B6.3.1 Solicitation document – Service Request Form Part 1

Part 1 of the Service Request Form is the solicitation document. Bidders must complete Part 2 of the Service Request Form and provide 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 – Name of Identified User

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

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

Box 2 – Solicitation Date

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

Box 3 – Solicitation number

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

Box 4 – Amendment

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

Box 5 – Representative of the Identified User

The representative of the Identified User is the representative of the department or agency for whom the Work will be carried out under the resulting contract. The representative of the Identified User is responsible for the bid

solicitation process. Suppliers may discuss administrative or technical matters of the bid solicitation with the representative of the Identified User, however the representative of the Identified User has no authority to change the information or authorize changes to the bid solicitation unless the representative of the Identified User is the same as the Project Authority. Contractual changes must be authorized by the Contracting Authority.

The names of the Project Authority and the Contracting Authority will be added to Part 3 of the Service Request Form at contract award (Box 62 and 65). See Contract Clauses C6.6 and C6.7 for the responsibilities of the Contracting and Project Authorities.

Box 6 and 7 – Phone and Email

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

Box 8 – Region of Identified User

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

- | | |
|-------------|--------------------------|
| 1. Arctic | 4. Ontario |
| 2. Atlantic | 5. Pacific |
| 3. Quebec | 6. Prairies and Northern |

Box 9 – Section, Division or Other

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

VESSEL PARTICULARS

Box 10 – Photograph of Vessel

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

Box 11 to Box 22 – Vessel Particulars

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

Box 23 – Type of Vessels

The representative of the Identified User will add the type of vessels subject to the requirement. The type of vessels will help determine which suppliers will be provided the bid solicitation.

The types of vessels are as follows:

1. Yachts and Pleasure Craft (YPC)

2. Fishing Vessels (FV)
3. Tugs and Barges (TB)
4. Commercial Work Boats (CWB) and Government Vessels (GV)
5. Cargos (C)

The definition of each of the type of vessels is located in the Statement of Requirement (SOR) at [article 7.2](#).

Box 24 – Hull Construction Material

The representative of the Identified User will indicate the hull construction material. The hull construction material will help determine which suppliers will be provided the bid solicitation.

The different kind of hull construction materials are stated in the Statement of Requirement (SOR) at [article 7.3](#).

Box 25 – Superstructure Material

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

Box 26 – State of Vessel

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

Box 27 – Distinctive features and state of the vessel

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

LOCATION OF VESSEL

Box 28 – Location

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

Box 29 and Box 30 – Latitude and Longitude

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

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

Box 31 and Box 32 – Accessibility of Vessel and Special Note

The representative of the Identified User will indicate if the vessel can be accessed by land or by water.

The accessibility of the vessel may change due to unforeseen circumstances. Canada is not responsible should the vessel shift and access changes. The Contractor is responsible to inspect the vessel to confirm accessibility prior to commencement of the Work.

Box 33 – Safety Hazards

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

Canada is not responsible to identify the hazards or for any injury that may occur during the completion of the Work.

INDIGENOUS CONSIDERATION

Box 34 – Modern treaty

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

Box 35 – Details of applicable treaty

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

Box 36 –Indigenous Participation Plan (IPP)

If “Yes” is checked, Bidders must provide with their bid, the completed [Annex I - P](#) in accordance with the instructions provided by the representative of the Identified User.

Box 37 –Indigenous Businesses

The representative of the Identified User will indicate if the procurement is set-aside for Indigenous Businesses. If “Yes” is checked, Bidders must complete and provide with their bid either the [Annex G – Set-aside for Indigenous Business Certification](#) or [Annex H – Indigenous Business Certification](#).

If the certification is not provided with the bid, the Bidder will have 24 hours after the request by the representative of the Identified User is made. Failure to provide the certification within the 24 hours will render the bid non-responsive.

TIMELINES

Box 38 – Availability of Vessel

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

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

Box 39 – Review of draft deliverable(s)

All deliverables must be provided in draft format to the Project Authority for review, comments and approval before the final copy can be accepted by Canada. The Contractor is responsible to consider the time specified to ensure the final deliverables are provided by the due date specified at Box 40.

Box 40 – Due date for deliverables

All deliverables must be provided by the date specified.

REQUIREMENT

Box 41 – Streams of Work

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

Box 42 – Specific tasks, instructions and/or comment

In addition to completing the Work in accordance with the Statement of Requirement (SOR), the Contractor must conduct the Work in accordance with the specific task(s), instructions and or comment written in this section.

Box 43 – 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 44 – 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.

B6.3.2 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:

Box 45 – Company Name

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

Box 46 to 48 – Company Representative, Email and Phone

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

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

INDIVIDUAL(S) THAT WILL PERFORM THE WORK

Box 49 to 52 – 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 (either on or off the vessel). All proposed individuals other than Category 8 (Dive Survey) must have the following valid certificates:

- (a) First-aid
- (b) Confined Space
- (c) Fall Arrest
- (d) WHMIS

Proposed individuals for Category 8 (Dive Survey) must meet the minimum competency requirements of the CSA Z275.4-02 and possess the following valid certificate:

- (a) Category 1 Diving Certificate

All proposed individuals (employees and subcontractors) must be pre-qualified by Canada. If the Bidder would like to propose a substitute that was not pre-approved, the Bidder must contact the Supply Arrangement Authority to request the pre-qualification and approval of the individual prior to submitting a bid. The Bidder must allow at least 72 hours to the Supply Arrangement Authority to complete the pre-qualification. The Bidder remains responsible to provide its bid by the bid solicitation closing date (Box 44).

It is not mandatory to submit the certificates of the proposed individuals to be pre-qualified but they could be requested by Canada before contract award or when the Work is being completed. If requested, the Bidder must provide the valid certificate(s) within 48 hours of the request.

FINANCIAL PROPOSAL

Box 53 to 55 – Price, Tax and Total Firm Price

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

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

Box 56 – 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.

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.

CERTIFICATION AND SIGNATURE

Box 57 – Integrity Provisions – Declaration of Convicted Offences

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

Box 58 – 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 Requirement (SOR).
2. The price/rate proposed is not in excess of the lowest price charged anyone else, including the Bidder's most favored customer, for the like quality and quantity of the services.

Box 59 – 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 representative of the Identified User.

B6.3.3 Bid Solicitation Closing Date

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

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

B6.3.4 Submission of Bid

Bids must be submitted only to the representative of the Identified User at the email address identified in Box 7 of the Service Request Form.

B6.4 Evaluation Procedures

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

B6.4.1 Phase 1 – General Evaluation

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

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. The proposed individual(s) for the Work must have been pre-qualified for the type of vessels and included in the Supply Arrangement.
3. The [Procurement Set-aside for Indigenous Businesses \(PSIB\) Certification - Annex G](#), if applicable.
4. The [Indigenous Business Certification – Annex H](#), if not already provided with the arrangement, if applicable.
5. The [Indigenous Participation Plan \(IPP\) – Annex I](#) in accordance with the instructions provided by the representative of the Identified User, if applicable.
6. In accordance with the section titled Information to be provided when bidding or contracting ([Ineligibility and Suspension Policy](#)) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must report any changes and provide the revised information/documentation, as applicable.

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

B6.4.2 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):

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

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

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

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

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

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

EVALUATION RESULT

Box 60 – General Evaluation

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

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

Box 61 – Evaluation of Price

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

- (a) The lowest priced responsive bid;
- (b) Responsive bid but not the lowest priced;
- (c) Non-responsive bid.

CONTRACT AWARD

Box 62 to 64 – Contracting Authority, Phone and Email

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

Box 65 to 67 – Project Authority, Phone and Email

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

Box 68 – Successful Bidder

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

Box 69 – Contract Price

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

*The Contract price must not exceed \$100,000.00 (applicable taxes included). Further information about the Contract can be found in the basis of payment, contract clause **C6.5**.*

Box 70 – Contract Number

The Contract number will be added to the Contract.

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 71 and 72 – Signature of Contracting Authority and Contract Award Date

The period of the Contract will be from the date of contract award indicated in Box 72 of the Service Request Form to the date the final deliverables must be delivered on in Box 40. As soon as the Contractor receives the signed Contract, he must review the Statement of Requirement and provide the required documentation as specified within the specified time to the Project Authority.

B6.5 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.

B6.6 Federal Contractors Program for Employment Equity

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's website](#).

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

If the resulting contract price is estimated at \$1,000,000 (applicable taxes included) and above, Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the representative of the Identified User the completed [Federal Contractors Program for Employment Equity Certification – Annex J](#), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the representative of the Identified User with the completed certification for each member of the Joint Venture.

C. CONTRACT CLAUSES

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

C6.1 Requirement

The Contractor must complete the Work described on the Service Request Form in accordance with the Statement of Requirement – Annex A and the following contract clauses.

C6.2 Standard Clauses and Conditions

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

C6.2.1 General Conditions

2010C, 2022-12-01, General Conditions – Services (Medium Complexity), apply to and form part of the Contract.
1031-2, 2012-07-16, General Conditions – Contract Cost Principles, apply to and form part of the Contract.

C6.3 Period of Contract

The period of the Contract is from the date of contract award (Box 72 of the Service Request Form) to the date the final deliverables are accepted by Canada (Box 40 of the Service Request Form).

C6.4 Proactive Disclosure of Contracts with Former Public Servants

If the Contractor identified himself as a former public servant and provided information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2019-01 of the Treasury Board Secretariat of Canada.

C6.5 Basis of 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 69 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;
- (c) the Work delivered has been accepted by Canada.

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.

C6.6 Contracting Authority

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

C6.7 Project Authority

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

C6.8 Site Regulation

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

C6.9 Workers Compensation

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

C6.10 Replacement of Specific Individuals

1. All individuals proposed to conduct the Work must have been pre-qualified and approved by the Supply Arrangement Authority.
2. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
3. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience pre-approved by the Supply Arrangement Authority. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Project Authority of the reason for replacing the individual and provide:
 - (a) the name, qualifications and experience of the proposed replacement; and
 - (b) proof that the proposed replacement has the required certifications as applicable.
4. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Project Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Project Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

If proposed replacement individual has not been pre-approved by Canada, the Contractor must immediately contact the Supply Arrangement Authority to have the replacement individual approved.

C6.11 Procedures for Unscheduled Work

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

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

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

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

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

C6.11.1 Unscheduled Work Request Form

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

Box 73 – Request Number

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

Box 74 – Contract Number

The Contract Number should be the same as identified in box 70 of the Service Request Form.

Box 75 – Name of Vessel

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

Box 76 – 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 77 – Reason for Unscheduled Work

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

Box 78 – Streams of Work

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

Box 79 – Specific tasks, instructions and/or comment

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

Box 80 – 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 81 – Availability of Vessel

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

Box 82 – Review of Draft Deliverable(s)

All deliverables must be provided in draft format to the Project Authority for review, comments and approval before the final copy can be accepted by Canada. The Contractor is responsible to consider this time to ensure all final copies are provided by the due date for the final deliverable(s).

Box 83 – Due Date for Deliverables

All final deliverables must be provided by the specified date.

Box 84 - Timeline

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

Box 85 to 88 – Name of Individuals that will perform the Work

If different individuals are proposed to complete the unscheduled work, the Contractor must provide the name, function, company name if applicable, and the email address of each individual. All proposed individuals must have been pre-approved by Canada and included in the Supply Arrangement as a Qualified and Approved Individual (see [*Annex D - Qualified and Approved Individual Form*](#)).

All proposed individuals (employees and subcontractors) must be identified in the Supply Arrangement. If the Contractor would like to propose a substitute that was not pre-approved, the Contractor must contact the Supply Arrangement Authority to request the pre-qualification and approval of the individual.

Box 89 – Hours

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

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

Box 90 – Hourly Rate

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

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

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

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

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

Box 94 – Remarks

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

Box 95 and 96 – 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 Requirement.
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 97 to 99 – Approval by Project Authority, Signature and Date

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

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

Box 100 to 102 – 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 103 and 104 – Previous Contract Price and Revised Contract Price

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

The aggregate amount of the initial contract price plus the price of all amendments must not exceed \$100,000.00 tax included.

C6.12 SACC Manual Clauses

| ID | Title – SACC Manual Clause(s) | Eff. date |
|--------|---|------------|
| C0711C | Time Verification | 2008-05-12 |
| A9117C | T1204 - Direct Request by Customer Department | 2007-11-30 |
| A2000C | Foreign Nationals (Canadian Contractor) | 2006-06-16 |

C6.13 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed and accepted by Canada.
2. Invoices must be sent electronically to the Project Authority and the Contracting Authority.

C6.14 Certifications and Additional Information

C6.14.1 Compliance

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

C6.15 Applicable Laws

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

C6.16 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the General Conditions 2010C, 2022-12-01, General Conditions - Services;
- (c) the General Conditions 1031-2, 2012-07-16, General Conditions - Contract Cost Principles;
- (d) Annex A – Statement of Requirement;
- (e) Annex E – Service Request Form, Part 1;
- (f) Annex F – Unscheduled Work Request Form, if applicable;
- (g) Annex G – Set-Aside for Indigenous Business Certification, if applicable;
- (h) Annex H – Indigenous Business Certification, if applicable;
- (i) Annex I – Indigenous Participation Plan (IPP), if applicable;
- (j) Annex J – Federal Contractors Program for Employment Equity – Certification, if applicable; and
- (k) the Contractor's bid (Part 2 of the Service Request form) duly signed.

C6.17 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](#)".

C6.18 Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified in the following articles (C6.18.1 and C6.18.2). The Contractor must maintain the required insurance coverage for the duration of the supply arrangement. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under any resulting contract.

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

If requested by the Supply Arrangement Authority, the Contractor must forward to the Supply Arrangement Authority a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force within five (5) days of the request.

Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

C6.18.1 Commercial General Liability Insurance

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) n/a
 - (q) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
 - (r) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the

Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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.

C6.18.2 Errors and Omissions Liability Insurance

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Supply Arrangement, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
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 any Contract.
3. The following endorsement must be included:

Notice of Cancellation: The Contractor will provide the Supply Arrangement Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.

C6.19 Indigenous Business Certification (*if applicable*)

If the bid solicitation for the Contract was set aside under the federal government Procurement Strategy for Indigenous Business (PSIB):

1. The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Indigenous Business" detailed in [Annex 9.4](#) of the *Supply Manual*.
2. The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Supply Arrangement Authority before disposing of any such records or documentation before the expiration of six years after final payment under the

Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.

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

C6.20 Ownership

1. Any part of the Work belongs to Canada after delivery and acceptance by Canada.
2. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

C6.21 Copyright

1. In this section, "Material" means anything that is created by the Contractor as part of the Work under the Contract, that is required by the Contract to be delivered to Canada and in which copyright subsists. "Material" does not include anything created by the Contractor before the date of the Contract.
2. Copyright in the Material belongs to Canada and the Contractor must include the copyright symbol and either of the following notices on the Material: © His Majesty the King in right of Canada (year) or © Sa Majesté le Roi du chef du Canada (année).
3. The Contractor must not use, copy, divulge or publish any Material except as is necessary to perform the Contract. The Contractor must execute any conveyance and other documents relating to copyright in the Material as Canada may require.
4. The Contractor must provide at the request of Canada a written permanent waiver of moral rights, in a form acceptable to Canada, from every author that contributed to the Material. If the Contractor is the author of the Material, the Contractor permanently waives its moral rights in the Material.

C6.22 Translation of documentation

1. The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada under section 20 if the translation is not included in the scope of the Work.

2. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor.

3. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

C6.23 Confidentiality

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

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

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

C6.24 Conflict of Interest

The following applies to contractors providing services for Category 7 – Financial Analysis & Options of Stream A – Vessel Condition Survey and Stream C – Remediation Assessment only.

1. The Contractor must not influence, seek to influence or otherwise take part in a decision of Canada knowing that the decision might further its private interest. The Contractor must have no financial interest in the business of a third party that causes or would appear to cause a conflict of interest in connection with the performance of its obligations under the Contract. If such a financial interest is acquired during the period of the Contract, the Contractor must immediately declare it to the Contracting Authority.

Accordingly the Contractor must not, for example, have any financial interest in the vessel which is the subject of the Work or with any buyer or disposal facility the Contractor recommends in relation to the vessel.

2. The Contractor warrants that, to the best of its knowledge after making diligent inquiry, no conflict exists or is likely to arise in the performance of the Contract. In the event the Contractor becomes aware of any matter that causes or is likely to cause a conflict in relation to the Contractor's performance under the Contract, the Contractor must immediately disclose such matter to the Contracting Authority in writing.

3. If the Contracting Authority is of the opinion that a conflict exists as a result of the Contractor's disclosure or as a result of any other information brought to the Contracting Authority's attention, the Contracting Authority may require the Contractor to take steps to resolve or otherwise deal with the conflict or, at its entire discretion,

Solicitation No. - N° de l'invitation
EVC01-202002/D
Client Ref. No. - N° de réf. du client
EVC01-202002

Amd. No. - N° de la modif.
File No. - N° du dossier
003mer. EVC01-202002

Buyer ID - Id de l'acheteur
003mer
CCC No./N° CCC - FMS No./N° VME

terminate the Contract for default. Conflict means any matter, circumstance, interest, or activity affecting the Contractor, its personnel or subcontractors, which may or may appear to impair the ability of the Contractor to perform the Work diligently and independently.

ANNEX A – STATEMENT OF REQUIREMENT

Marine Technical Services

TABLE OF CONTENTS

| | | |
|---------|--|----|
| 1. | INTRODUCTION | 85 |
| 2. | PURPOSE | 85 |
| 3. | SCOPE OF WORK | 85 |
| 4. | ACRONYMS | 85 |
| 5. | TERMINOLOGY | 85 |
| 6. | APPLICABLE LAWS, REGULATIONS AND STANDARDS..... | 85 |
| 7. | REQUIREMENT | 86 |
| 7.1 | Streams and Categories of Work | 86 |
| 7.1.1 | Stream A - Vessel Condition Survey..... | 86 |
| 7.1.1.1 | Category A1 – Basic Survey..... | 86 |
| 7.1.1.2 | Category A2 – Hazardous Material | 87 |
| 7.1.1.3 | Category A3 – Structural Integrity | 87 |
| 7.1.1.4 | Category A4 – Stability of the Vessel | 88 |
| 7.1.1.5 | Category A5 – Risk Assessment | 88 |
| 7.1.1.6 | Category A6 – Safety and Security | 88 |
| 7.1.1.7 | Category A7 - Financial Analysis of Options..... | 88 |
| 7.1.1.8 | Category A8 – Dive Survey | 88 |
| 7.1.2 | Stream B - Vessel Towing Assessment | 89 |
| 7.1.3 | Stream C – Vessel Remediation Assessment | 89 |
| 7.1.4 | Stream D – Vessel Disposal Assessment | 90 |
| 7.2 | Types of Vessels | 91 |
| 7.3 | Hull Construction Materials | 91 |
| 7.4 | Report | 91 |
| 8. | MONITORING OF WORK..... | 92 |
| 9. | ACCESSIBILITY | 92 |
| | APPENDIX 1 – TECHNICAL RISK QUESTIONNAIRE..... | 93 |

ANNEX A - STATEMENT OF REQUIREMENT
Marine Technical Services

1. INTRODUCTION

The GoC is setting up Supply Arrangements to acquire the services of specialized contractors to conduct Marine Technical Services.

2. PURPOSE

This Statement of Requirement (SOR) outlines the requirements of Marine Technical Services of vessels for Stream(s) of Work, Category(ies), and Type(s) of vessels for which a contractor is qualified for rendering services under the Supply Arrangement.

3. SCOPE OF WORK

The Scope of Work is divided in four (4) Streams of Work:

Stream A – Vessel Condition Survey
Stream B – Towing Assessment
Stream C – Remediation Assessment
Stream D – Disposal Assessment

Each stream identifies the activities that the Contractor may be requested to complete on behalf of the GoC for different types of vessels and hull construction material.

The Scope of Work does not include transportation and/or disposal of vessels.

4. ACRONYMS

| | |
|-----|----------------------------------|
| GoC | Government of Canada |
| IHM | Inventory of Hazardous Materials |
| IU | Identified User |
| SOR | Statement of Requirement |

5. TERMINOLOGY

Vessel: means any boat, ship or craft of any kind designed, used or capable of being used solely or partly for navigation in, on, through or immediately above water, without regard to method or lack of propulsion or to whether it is under construction or being repurposed or dismantled. It also includes a floating object that is designed to be a vessel by the regulations (as defined by the *Wrecked, Abandoned or Hazardous Vessels Act (WAHVA)*). Vessel also means wreck.

6. APPLICABLE LAWS, REGULATIONS AND STANDARDS

The Contractor will complete the Work described herein in accordance with all applicable federal and provincial laws, including, but not limited to, the following:

1. International Maritime Organization (IMO) guidelines;

2. Applicable federal and provincial/territorial, municipal environmental laws and regulations;
3. Applicable federal and provincial/territorial occupational health and safety laws; and
4. Construction Standards for Small Vessels (2010) - TP 1332E.

6. REQUIREMENT

7.1 Streams and Categories of Work

The Project Authority requires the Contractor to conduct the Marine Technical Services indicated in the Service Request Form. The Contractor must render the services by conducting an assessment in person of the vessel, and if applicable, of its surrounding areas, and providing to the Project Authority a written report on the assessment and recommendations. If there are any limitations in conducting the assessment on the vessel, the Project Authority will indicate the limitations in the Service Request Form.

The Contractor must render the service with respect to the requirements defined under the applicable Streams and/or Categories of Work:

Stream A - Vessel Condition Survey
Category - A1 Basic Survey
Category - A2 Hazardous Material
Category - A3 Stability of the Vessel
Category - A4 Structural Integrity
Category - A5 Risk Assessment
Category - A6 Safety & Security
Category - A7 Financial analysis of options
Category - A8 Dive Survey
Stream B – Vessel Towing Assessment
Stream C – Vessel Remediation Assessment
Stream D – Vessel Disposal Assessment

7.1.1 Stream A - Vessel Condition Survey

The Vessel Condition Survey Stream of Work includes eight (8) categories.

7.1.1.1 Category A1 – Basic Survey

The Contractor must conduct an on-board survey of all accessible areas (compartment by compartment) of the vessel including its equipment, machinery, electrical generation, distribution system and cargo, and collect information to determine the condition of the vessel.

A Basic Survey includes the following activities; however, depending on the location and the condition of the vessel some of the activities may not apply. The Contractor must confirm with the Project Authority all activities that must be completed under the Contract.

1. Assess the vessel's hull condition and verify for watertight integrity, quantity and location of any pollutants including but not limited to tanks, winches, pipe or hose system, etc.
2. Assess and monitor any changes in the stability and condition of the vessel, including but not limited to the vessel's list and water ingress, while conducting the condition survey.
3. Assess the condition of all areas, equipment, cargo, holds and other compartments of the vessel including but not limited to its handrails, hatches, mooring bollards, sounding pipes and tanks, roof, deck, doors

and windows, emergency steering station, main engine, propeller shaft, generators, gear box, bilges, and system lines to determine the stability and integrity of its structure and to determine the conditions that may pose risks: for example, wetted areas, moisture, water ingress, rust, rot, corrosion, pitting, indentation, and hazardous debris.

4. Assess the condition of all discharge flaps/vents of the hull to determine if they are open, closed, or sealed, and whether they are functional.
5. Assess the liquid contents of the vessel, including but not limited to its tanks, winches, piping system, and identify the nature of liquids in each case and their distribution in the vessel.
6. Identify and assess the presence of marine growth in all areas of the vessel.
7. Assess the condition and layers of paint on the vessel to determine if it contains lead or whether it is a controlled good (e.g. military paint).
8. Participate in progress meetings where technical and environmental advice may be required with representatives of the GoC and other stakeholders such as First Nations, Inuit and Métis, local authorities and interest groups.
9. Provide an opinion on seaworthiness of the vessel.
10. Provide an opinion on the deterioration rate of the vessel and its timeline.
11. Assess the risks presented by the vessel in the immediate term.

Deliverable: The Contractor must provide a Basic Survey report including good quality colour photographs of all compartments of the vessel to support findings. The photographs must include the name of the area and close-ups of equipment in the principal areas. The front cover of the Basic Survey report must include a coloured photograph of the vessel as well as the IU's name and address; and the Contractor's name and address. A justification for all areas of the vessel that could not be accessed for safety reasons must be included in the report. The Contractor must also provide in the report its opinion on the condition, the seaworthiness and the deterioration rate and timeline of the vessel.

7.1.1.2 Category A2 – Hazardous Material

The Contractor must perform an on-board assessment of all accessible areas of the vessel (compartment by compartment) including its structure, finishes and equipment for the presence of hazardous materials. The Contractor must complete an Inventory of Hazardous Materials (IHM) to show location, quantity and type/nature (e.g. Asbestos, leads, oil, gas, etc.) in accordance with the [2015 GUIDELINES FOR THE DEVELOPMENT OF THE INVENTORY OF HAZARDOUS MATERIALS](#), adopted by the International Maritime Organization (IMO) Resolution MEPC A.269 (68).

Deliverable: IHM report certified by an individual who has a green passport compliance certification from Det Norske Veritas group (DNV GL), American Bureau of Shipping (BS), Bureau Veritas (BV), Lloyd's Register(LR) or RINA, with coloured photographs to support findings.

7.1.1.3 Category A3 – Structural Integrity

The Contractor must assess the structural integrity of all areas of the vessel to determine if the integrity of the hull and superstructure, above and under the waterline and the transom of the vessel. The Contractor must also examine the underlying structure, conduct ultrasonic examination or other NDT inspection of the hull, fittings or pipe work of the vessel, and identify conditions that may pose risks to the structural integrity.

Deliverable: Structural Integrity Report with coloured photographs to support findings.

7.1.1.4 Category A4 – Stability of the Vessel

The Contractor must assess the status and condition of the vessel to determine its stability afloat, on the ground or otherwise. The Contractor must also identify where the vessel's stability might be compromised.

Deliverable: Stability Report with supporting calculations and coloured photographs.

7.1.1.5 Category A5 – Risk Assessment

The Contractor must assess the vessel and its surroundings to determine areas of concern for which the vessel may pose risks: for example, condition of hull plating/internal structure, potential pollution, water ingress and loss of buoyancy/stability, rust and corrosion, hazardous debris seabed and outlying areas, and exposure to elements. The risk assessment must assess the probability and impact factors.

The Contractor could be asked in the Service Request Form to complete a Technical Risk Questionnaire provided by the Project Authority in Appendix 1. The Contractor must provide a justification for each of its answers. The Contractor must justify its reasoning and must be supported by quantitative or qualitative data and technical knowledge.

Deliverable: Risk Report with coloured photographs to support findings. If applicable, the report must include the questionnaire filled out by the Contractor with the appropriate justifications for each question (see Appendix 1 – Technical Risk Questionnaire).

7.1.1.6 Category A6 – Safety and Security

The Contractor must assess the vessel, its mooring lines and anchors, and the wharf/jetty where the vessel is located including but not limited to the surface and the underlying structure of the wharf/jetty to determine if the vessel is safe and properly secured. The Contractor must ensure a safe access to and from the vessel; install buoyage if required; lights and shapes per COLREGS if required; signage warning the public and water traffic to stay clear. The Contractor must identify areas of concern and potential hazards that may pose risks in the surrounding area of the vessel.

Deliverable: Safety and Security Report with coloured photographs to support findings.

7.1.1.7 Category A7 - Financial Analysis of Options

The Contractor must list and evaluate options for prevention, mitigation and disposal. This includes options for repairing, securing, sanitising, re-floating, lifting, removal of pollutants and hazardous materials, scrapping down in situ, towage or transportation to disposal facility identified by the Project Authority, and disposal. The options also contain the cost estimates for each option and an assessment of the market value of the vessel in its current state.

Deliverable: Financial Assessment with references used for costing.

7.1.1.8 Category A8 – Dive Survey

The Contractor must assess the vessel below the waterline to determine the integrity of the hull, the rudder and propeller, as relevant.

In addition, the Contractor must conduct the dive survey in accordance with the requirements of the Provincial Diving Regulations:

1. CSA Z275.2-04 - Occupational Safety Code for Diving Operations;

2. CSA Z275.4-02 - Competency Standards for Diving Operations;
3. CSA Z180.1-00 - Compressed Breathing Air and System; and
4. Divisions I and II for Type 2 Dives as defined in Part XVIII of the Canada Labour Code for Diving Operations.

Deliverable: Hull Structural Integrity Report with coloured photographs to support findings.

The vessel will not be moved by divers or any other party while a dive survey is being completing under water.

7.1.2 Stream B - Vessel Towing Assessment

The Contractor must conduct an on-board survey of the vessel including its equipment and cargo and collect information on the vessel's current condition to determine if the vessel is safe and suitable for towing. In addition, the Contractor must identify any towing limitations in accordance with the requirements of the International Maritime Organization (IMO) Guidelines for Safe Ocean Towing (MSC/Circ.884) and Transport Canada (TC) Safety of Dead Ship Towing – SSB No 06/2015.

A Vessel Towing Assessment includes the following activities; however, depending on the location and the condition of the vessel, some of the activities may not apply. The Contractor must confirm with the Project Authority all activities that must be completed under the Contract.

1. Identify fittings, repairs, and safety measures required to secure the vessel for a towing operation, and an estimate of costs that will be incurred.
2. Support a procurement process for the towing operation of the vessel for which the towing assessment was rendered, such as reviewing transportation to disposal facilities and advice on safety including reviews of Tow Plans, Voyage Plans/Passage Planning, weather forecasting and operational limitations.

Deliverable: A Vessel Towing Assessment report that includes recommendations regarding the suitability of the vessel for towing operation and risks the towing operation may pose. The recommendations regarding the towing operation of the vessel must include but is not limited to:

- (a) Main and emergency towing arrangements and other towing equipment;
- (b) restriction of weather conditions for a towing operation;
- (c) safe working load of towing bitts or other rigging requirements;
- (d) safe speed;
- (e) routes and port of refuge for towing operation over 24 hours;
- (f) emergency measures that are required;
- (g) towing preparations;
- (h) towing restrictions/limitations in terms of distance, weather and sea state;
- (i) time; and
- (j) estimated cost.

7.1.3 Stream C – Vessel Remediation Assessment

The Contractor must conduct an on-board survey of the vessel including its equipment and cargo and collect information on the vessel's current condition to determine the best remediation action.

A Vessel Remediation Assessment includes the following activities; however, depending on the location and the condition of the vessel, some of the activities may not apply. The Contractor must confirm with the Project Authority all activities that must be completed under the Contract.

1. Inspect the condition of all areas, equipment and cargo of the vessel and its vicinity to identify any measure to remove it or mitigate the risks.
2. Review a condition survey report, a risk assessment completed by the Government of Canada, towing assessment, and any other assessments or information provided by the Government of Canada to determine removal and risk mitigation options regarding the vessel.
3. Analyze the technical feasibility and methodology for vessel removal and risk mitigation operations, including but not limited to repairs, refloat, and salvage operations.
4. Propose measures to minimize risks posed by the vessel, including but not limited to site access, site safety, policing, zoning, removal of operational risks, and transportation to disposal facilities identified by the Project Authority and the disposal method proposed.
5. Ensure that remediation recommendations take into account the presence of the critical habitats of species at risk, marine protected areas, wildlife migration zones, Indigenous Communities, and socio-economic infrastructure, among other concerns.
6. Assess the viability of remediating a group of vessels in clusters, including but not limited to comparison of the status of the vessels in the cluster, identifying similarities and where the same vessel and equipment might be used repeatedly and whether it could be used under the same contract.
7. Estimate cost for various remediation options.

Deliverable: A Remediation Assessment that includes coloured photographs to support findings, a minimum of three (3) options/plans for the vessel remediation including costs estimates, risk mitigation and removal operations.

7.1.4 Stream D – Vessel Disposal Assessment

The Contractor must conduct an on-board survey of the vessel including its equipment and cargo and collect information on the vessel's current condition to determine the best disposal method for the vessel.

A Vessel Disposal Assessment includes the following activities; however, depending on the location and the condition of the vessel, some of the activities may not apply. The Contractor must confirm with the Project Authority all activities that must be completed under the Contract.

1. Perform a comprehensive disposal assessment of the vessel to determine viable options/plans for disposal operation that are environmentally responsible, including elimination, valorization and recycling.
2. Assess the condition of all areas, equipment, and cargo of the vessel and its vicinity to assess suitability for a disposal operation.
3. Analyze how the vessel could be transported to disposal facilities (e.g. scrapped and stored in containers, partially scrapped, trucked, barged, towed afloat or with the aid of buoyancy, etc.).
4. When it is deemed the most appropriate method, provide a summary for executing dismantling in situ including the necessary steps to minimise environmental impacts in the process.
5. Review the recycling/deconstruction plans, Tow Plans, Voyage Plans/Passage Planning, weather forecasting and operational limitations.
6. Conduct an environmental impact study on the vessel where deemed necessary that includes removal and transportation to the disposal facility.

7. Develop and document mitigation measures, as required, to minimize the environmental, economic and societal impacts of the vessel removal.
8. Prepare a spill response plan for the vessel during the removal operations. The plans should address emergency response actions in the event a release occurs during removal operations.
9. Estimate the cost for a disposal operation.

Deliverable: A Disposal Assessment Report with coloured photographs to support the findings that includes but is not limited to three (3) options/plans and recommendations for disposal operations, electronic field notes for inclusion in the database and estimates of cost for each option/plan.

7.2 Types of Vessels

The following types of vessels applies to the Supply Arrangement:

- Type I – Yachts and Pleasure Craft (YPC)
- Type II – Fishing Vessels (FV)
- Type III – Tugs and Barges (TB)
- Type IV – Commercial Work Boats (CWB) and Government Vessels (GV)
- Type V – Cargo Vessels (C)

Yachts and Pleasure Craft includes yachts or small commercial vessels up to 200 Gross Domestic Registered Tons or 500 ITC. **Fishing Vessels** includes commercial fishing vessels. **Tugs and Barges** includes tugs and barges. **Commercial Work Boats and Government Vessels** includes vessels below 1600 GT such as commercial dive boats, offshore supply vessels, lift boats, dredges, utility boats, inspected-passenger vessels and government vessels (tugs and barges are not included in the definition of Commercial Work Boats and Government Vessels). **Cargo Vessels** includes merchant vessels.

7.3 Hull Construction Materials

The following hull construction materials applies to the Supply Arrangement:

- | | |
|-----------------------------|--------------------------|
| a. aluminum | e. concrete/ferro-cement |
| b. steel | f. fabric |
| c. wood | g. iron |
| d. fiberglass, GRP, plastic | h. rubber |

7.4 Report

The following applies to all report deliverables of every Stream and its Category of Work.

The Contractor must provide a draft report in electronic copy for review and comment by the Project Authority. The draft report must include all photographs that are expected to be in the final report.

The Contractor must allow a period to review the draft document by the Project Authority. The number of days required is identified on the Service Request Form. Upon receipt of the questions and comments with regards to the draft report(s) from the Project Authority, the Contractor must update the report accordingly and provide a final version to the Project Authority for approval by the due date mentioned on the Service Request Form.

The draft and final report must include the following:

1. Coloured photographs of the vessel on the front cover as well as name and contact information of the Project Authority, the Contractor's and any person that collaborated in the Work and the development of the report.
2. Details of all findings of the survey with regards to the overall condition of the vessel and presence of pollutants. The details must be presented by area and compartments (e.g.: hull, deck, bridge, galley, etc.).
3. Identification of any limitations in the conduct of the Work such as underwater area of the hull of the vessel, confined spaces, etc., with a justification for it must be provided.
4. The location of the vessel with complete description of the surroundings, hazardous and/or dangerous conditions and risks.
5. Box 11 to Box 22 of the Service Request Form are the vessel particulars. The Contractor must provide, verify and/or validate this information when possible. The information found in these boxes must be mirrored in all deliverables delivered under any resulting contract. If different and/or additional information is found during the Work, the Contractor must indicate those findings and replace the information. In addition, the following information must also be included in all deliverables, if known:
 - a. Previous Name;
 - b. Built Year;
 - c. Main engine make and model.

7. MONITORING OF WORK

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

When Public Services and Procurement Canada (PSPC) is the Contracting Authority, the Contractor must also notify the person identified in Box 62 of the Service Request Form.

8. ACCESSIBILITY

The Contractor must provide its own access to the vessel. Canada will not provide any tools, equipment or transportation to and from the vessel. The Identified User will specify on the Service Request Form is the Contractor will be accompanied by the Project Authority or representative of Canada when boarding the vessel.

Appendix 1 – Technical Risk Questionnaire

| # | Questions | Answer by Contractor | Explanation |
|----|--|--|-------------|
| 1 | Is the vessel in a sheltered location? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| 2 | Is there ice in the area during winter months? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| 3 | If yes, is there a risk of strike? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| 4 | Is the vessel exposed to wash from passing vessel traffic? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| 5 | How many other vessels pass through the area in a day? | <input type="checkbox"/> 0 <input type="checkbox"/> 1 to 5 <input type="checkbox"/> 6 to 10 <input type="checkbox"/> 11 to 15 <input type="checkbox"/> > 15 <input type="checkbox"/> Unknown | |
| 6 | Is the vessel accessible by road? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| 7 | Is the vessel accessible by water? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| 8 | Is there an international border within 15 km? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| 9 | If yes, what is the distance from the vessel? | <input type="checkbox"/> < 1 km <input type="checkbox"/> 1 to 5 km <input type="checkbox"/> 5 to 10 km <input type="checkbox"/> 10 to 15 km <input type="checkbox"/> Unknown | |
| 10 | Distance to deconstruction site? | <input type="checkbox"/> < 1 km <input type="checkbox"/> 1 to 15 km <input type="checkbox"/> 15 to 25 km <input type="checkbox"/> 25 to 50 km <input type="checkbox"/> > 50 km <input type="checkbox"/> Unknown | |

| | | | |
|----|--|--|--|
| 11 | What is the status of the vessel? | <input type="checkbox"/> Beached / Ashore <input type="checkbox"/> Grounded or partly grounded <input type="checkbox"/> Floating or assumed floating - anchored <input type="checkbox"/> Floating or assumed floating - moored <input type="checkbox"/> Overturned / Capsized <input type="checkbox"/> Sunk or partially sunk <input type="checkbox"/> Unknown | |
| 12 | Is the vessel listing? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| 13 | If the vessel is listing, is the list unstable? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| 14 | Is there evidence of deterioration or damage of the vessel hull/deck (i.e.: rotting deck boards, rusting hull, and existing damage)? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| 15 | Is the vessel's structural integrity compromised? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| 16 | Is there evidence of water ingress into the vessel? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| 17 | Is there evidence of an oil sheen in the bilges etc.? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| 18 | Is there evidence of pipework etc. being removed from the vessel? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| 19 | Is sewage being generated/leaking from the vessel? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| 20 | Is there valuable material on the vessel that the public might attempt to salvage? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| 21 | Are there any nets, lines or other items on or around the vessel that could entangle wildlife if lost? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| 22 | What is the size of the vessel? (GRT) | _____ GRT | |
| 23 | Does the ballast have the potential to contain invasive species? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| 24 | What is the depth of water at vessel location? | _____ <input type="checkbox"/> ft <input type="checkbox"/> m | |

| | | | |
|----|--|--|--|
| 25 | Is the water depth where the vessel is located greater than the depth of the vessel? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| 26 | Are there multiple wrecked, abandoned or hazardous vessels in the area? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| 27 | Are there petroleum hydrocarbons on the vessel? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| 28 | What type of oil is onboard (if known)? | <input type="checkbox"/> Light <input type="checkbox"/> Heavy <input type="checkbox"/> Unknown | |
| 29 | What is the volume of oil onboard? | <input type="checkbox"/> Catastrophic (> 100 m ³) <input type="checkbox"/> Severe (> 50 m ³ - < 100 m ³) <input type="checkbox"/> Moderate (> 5 m ³ - < 50 m ³) <input type="checkbox"/> Minor (> 1 m ³ - < 5 m ³) <input type="checkbox"/> Negligible (< 1 m ³) | |
| 30 | Has the vessel's machinery been drained of oil? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| 31 | If the vessel is sunk, can tanks / compartments likely to contain oil or other pollutants be easily checked by divers? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| 32 | Is there a cargo onboard? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| 33 | If there is cargo onboard, what is the amount of cargo? | <input type="checkbox"/> < 100 tonnes <input type="checkbox"/> 100 to 1,000 tonnes <input type="checkbox"/> 1,000 to 10,000 tonnes <input type="checkbox"/> > 10,000 tonnes <input type="checkbox"/> Unknown | |
| 34 | Is there evidence of cargo loss? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| 35 | Is there any cargo oil onboard? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| 36 | Is any of the cargo onboard Hazardous and Noxious Substances (HNS)? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| 37 | Is there evidence of hazardous materials present on the vessel? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |

Solicitation No. - N° de l'invitation
EVC01-202002/D
Client Ref. No. - N° de réf. du client
EVC01-202002

Amd. No. - N° de la modif.
File No. - N° du dossier
003mer. EVC01-202002

Buyer ID - Id de l'acheteur
003mer
CCC No./N° CCC - FMS No./N° VME

| | | | |
|----|---|---|--|
| 38 | Is the vessel accessible by road or vessel with response equipment within 24 hours? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| 39 | Are there refrigerants onboard (beyond one domestic fridge)? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| 40 | Are there Unexploded Explosive Ordnance (UXO)/munitions onboard? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| 41 | Is there evidence of garbage onboard that could become a health or environmental issue? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |

ANNEX B – SUPPLIER IDENTIFICATION FORM

General Supplier/Business Information

1. What is the legal name of the Supplier/Business? _____
2. What is the operating name of the Supplier/Business? _____
3. What is the Supplier's Procurement Business Number (PBN)? _____

Business/firm Identification

4. Is the business/firm an Indigenous business/firm? ☐ Yes ☐ No
5. Is the business registered in the Government of Canada's Indigenous Business Directory? ☐ Yes ☐ No

Business/Firm Location

6. Is your business located within a territory covered by a modern treaty? ☐ Yes ☐ No

If yes, please specify which modern treaty applies: _____

-
7. Is your business located within the Nunavut Settlement Area? ☐ Yes ☐ No

ANNEX C – SUPPLIER SERVICE TABLE

Suppliers will be evaluated based on the boxes checked in the following table. The type of vessels, streams of work and categories are defined in the Statement of Requirement.

Type of Vessels

| | | | | |
|---|--------------------------|--------------------------|--|--------------------------|
| 1. What type of vessels do you want to be pre-qualified for? Please check the applicable boxes. | | | | |
| Yachts and Pleasure Craft | Fishing Vessels | Tugs and Barges | Commercial Work Boats and Government Vessels | Cargos |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Stream of Work

| | | | |
|---|--------------------------|--------------------------|--------------------------|
| 2. What stream(s) of work do you want your business to be pre-qualified for? Please check the applicable boxes. | | | |
| Stream A | Stream B | Stream C | Stream D |
| Vessel Condition Survey | Towing Assessment | Remediation Assessment | Disposal Assessment |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Category

| | | | | | | | |
|--|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|------------------------------|--------------------------|
| 3. If you answered Stream A at Question 2 above, for what category do you want your business to be pre-qualified for? Please check the applicable boxes. | | | | | | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| Basic Survey | Hazardous Material | Stability | Structural Integrity | Risk Assessment | Safety & Security | Financial Analysis & Options | Dive Survey |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Hull Construction Material

| | | | | | | | |
|---|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| 4. No pre-qualification is required for this item. Which hull construction materials does your business wish to include in its supply arrangement? Please check the applicable boxes. | | | | | | | |
| A | B | C | D | E | F | G | H |
| Aluminum | Steel | Wood | Fiberglass GRP, Plastic | Rubber | Fabric | Iron | Concrete |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Region(s)/Sub-region(s)

| 5. No pre-qualification is required for this item. Where can you provide the service(s)? Please check the boxes | | |
|---|--|--|
| <input type="checkbox"/> Atlantic Region <input type="checkbox"/> Labrador <input type="checkbox"/> Prince Edward Island <input type="checkbox"/> New Brunswick <input type="checkbox"/> Newfoundland <input type="checkbox"/> Nova Scotia <input type="checkbox"/> Quebec Region <input type="checkbox"/> Abitibi-Témiscamingue <input type="checkbox"/> Bas-Saint-Laurent <input type="checkbox"/> Capitale Nationale <input type="checkbox"/> Centre-du-Québec <input type="checkbox"/> Chaudière-Appalaches <input type="checkbox"/> Côte Nord <input type="checkbox"/> Estrie <input type="checkbox"/> Gaspésie <input type="checkbox"/> Îles de la Madeleine <input type="checkbox"/> Lanaudière <input type="checkbox"/> Laurentides <input type="checkbox"/> Laval <input type="checkbox"/> Mauricie <input type="checkbox"/> Montérégie <input type="checkbox"/> Montréal <input type="checkbox"/> Outaouais <input type="checkbox"/> Saguenay Lac Saint Jean | <input type="checkbox"/> Ontario Region <input type="checkbox"/> Central East <input type="checkbox"/> Central West <input type="checkbox"/> Eastern <input type="checkbox"/> Northern <input type="checkbox"/> Western <input type="checkbox"/> Prairie and Northern Region <input type="checkbox"/> Northern Alberta (North, above 53 degrees) <input type="checkbox"/> Southern Alberta (South, below 53 degrees) <input type="checkbox"/> Northern Manitoba (North, above 53 degrees) <input type="checkbox"/> Southern Manitoba (South, below 53 degrees) <input type="checkbox"/> Northern Saskatchewan (North, above 53 degrees) <input type="checkbox"/> Southern Saskatchewan (South, below 53 degrees) <input type="checkbox"/> Arctic Region <input type="checkbox"/> Northwest Territories <input type="checkbox"/> North of Quebec – Eeyou Istche <input type="checkbox"/> Nord du Québec – Jamésie <input type="checkbox"/> Nord du Québec – Kativik <input type="checkbox"/> Nunavut <input type="checkbox"/> Yukon | <input type="checkbox"/> Pacific Region <input type="checkbox"/> North Coast - Smith Inlet and north. Includes Queen Charlotte Sound, Haida Gwaii, all the way to Stewart <input type="checkbox"/> Vancouver Island West Coast – Cape Scott to Pachena Point Lighthouse <input type="checkbox"/> North Vancouver Island – Cape Scott to Seymour Narrows - Interior <input type="checkbox"/> Central Vancouver Island – Seymour Narrows to Bowen Island / Howe Sound / across to Nanaimo <input type="checkbox"/> South Vancouver Island – Nanaimo including Gulf Islands, Victoria) to Pachena Point Lighthouse <input type="checkbox"/> Lower Mainland – Bowen Island and Fraser River <input type="checkbox"/> Non-coastal area – Northern Interior of BC (North of Prince George), Southern Interior <input type="checkbox"/> Non-coastal area – Southern Interior |

ANNEX D – QUALIFIED AND APPROVED INDIVIDUAL FORM

This form must be filled out for each proposed individual and provided with the arrangement. For each proposed individual, suppliers must also provide all information, documentation and certificates as requested in [Attachment 2 – Mandatory Evaluation Criteria](#) for each type of vessels and stream/category of work suppliers wish to include in their supply arrangement.

Name of proposed individual: _____ Function: _____

Phone: _____ Email: _____

Company, if subcontractor: _____

| | | |
|--|--------------------------|--------------------------|
| 1. To be approved by Canada, the proposed individual must be <u>fluent</u> in one or both official languages recognized by Canada. Please check the appropriate box. | | |
| English | French | English and French |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

| | | | | |
|---|--------------------------|--------------------------|--|--------------------------|
| 2. What type of vessels do you want this individual to be pre-qualified for? Please check the applicable boxes. | | | | |
| Yachts and Pleasure Crafts | Fishing Vessels | Tugs and Barges | Commercial Work Boats and Government Vessels | Cargos |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

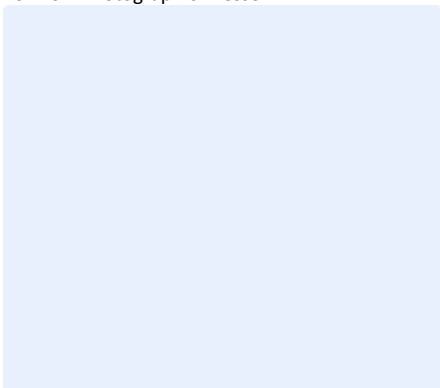
| | | | |
|---|--------------------------|--------------------------|--------------------------|
| 3. What stream(s) of work do you want this individual to be pre-qualified for? Please check the applicable boxes. | | | |
| Stream A | Stream B | Stream C | Stream D |
| Vessel Condition Survey | Towing Assessment | Remediation Assessment | Disposal Assessment |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

| | | | | | | | |
|--|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|------------------------------|--------------------------|
| 4. If you answered Stream A at Question 2 above, for what category do you want this individual to be pre-qualified for? Please check the applicable boxes. | | | | | | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| Basic Survey | Hazardous Material | Stability | Structural Integrity | Risk Assessment | Safety & Security | Financial Analysis & Options | Dive Survey |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

ANNEX E – SERVICE REQUEST FORM

Marine Technical Services

This Service Request form is issued pursuant to the Supply Arrangement EVC01-202002/A. Instructions, and terms and conditions applicable to this form are included within the Supply Arrangement.

| Part 1 – Bid Solicitation (to be filled out by the Identified User) | | | |
|---|--|--|--|
| Box 1 - Name of IU Choose an item. | Box 2 – Solicitation Date Click here to enter a date. | Box 3 – Solicitation number Click here to enter text. | Box 4 – Amendment Choose an item. |
| Box 5 – Representative of IU Click here to enter text. | | Box 6 – Phone of IU Click here to enter text. | Box 7 – Email of IU Click here to enter text. |
| Box 8 - Region of IU Choose an item. | Box 9 – Section, division or other Click here to enter text. | | |
| Vessel Particulars | | | |
| Box 10 – Photograph of Vessel  | Box 11 - Name of Vessel Click here to enter text. | Box 19 - Gross tonnage Click here to enter text. | |
| | Box 12 - Builder Click here to enter text. | Box 20 - Length overall Click here to enter text. <input type="checkbox"/> ft <input type="checkbox"/> m | |
| | Box 13 - Registration or Fisherman # Click here to enter text. | Box 21 - Breadth moulded Click here to enter text. <input type="checkbox"/> ft <input type="checkbox"/> m | |
| | Box 14 – Hull Construction Material Choose an item. | Box 22 - Depth moulded Click here to enter text. <input type="checkbox"/> ft <input type="checkbox"/> m | |
| | Box 15 – Superstructure Construction Choose an item. | Box 23 – Type of Vessels Choose an item. | |
| | Box 16 - Lightship Click here to enter text. | Box 24 - Owner <input type="checkbox"/> Known <input type="checkbox"/> Unknown | |
| | Box 17 - Draught Click here to enter text. | Box 25 – 30 Day Notice, if posted Click here to enter a date. | |
| | Box 18 - Port of Registry Click here to enter text. | Box 26 - State of Vessel Choose an item. | |
| Box 27 - Distinctive features and state of the vessel Click here to enter text. | | | |
| Location of Vessel | | | |
| Box 28 - Location Click here to enter text. | Box 29 - Lat. Click here to enter text. | Box 30 - Long Click here to enter text. | |
| Box 31 - Accessibility of the vessel Choose an item. | Box 32 - Special note on the accessibility (e.g. ladder required, etc.) Click here to enter text. | | |
| Box 33 - Safety hazards Click here to enter text. | | | |
| Indigenous Consideration | | | |
| Box 34 – Modern Treaty The vessel is located in a area covered by a modern treaty (including NSA). | | | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Box 35 – Details of applicable treaty, if applicable Click here to enter text. | | | |
| Box 36 – Indigenous Participation Plan (IPP) An IPP is required with the Bid (see attached instructions). | | | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Box 37 – Indigenous Business es (PSIB) Procurement is set-aside for indigenous businesses (Certification required – Annex G or Annex H). | | | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Timelines | | | |
| Box 38 - Availability of vessel The Work must be completed on the vessel from Click here to enter a date. to Click here to enter a date. | | Box 39 – Review of draft deliverable(s) The Supplier must allow Choose an item. day(s) for the review of any draft deliverables. | |
| Box 40 - Due date for deliverables Final copy of approved deliverable(s) (by the IU rep.) must be provided by Click here to enter a date. | | | |

Solicitation No. - N° de l'invitation
EVC01-202002/D
Client Ref. No. - N° de réf. du client
EVC01-202002

Amd. No. - N° de la modif.
File No. - N° du dossier
003mer. EVC01-202002

Buyer ID - Id de l'acheteur
003mer
CCC No./N° CCC - FMS No./N° VME

| Requirement | | |
|---|--|--|
| Box 41 – Streams of work | <input type="checkbox"/> Category 5 – Risk Assessment | <input type="checkbox"/> Stream B – Towing Assessment |
| <input type="checkbox"/> Stream A – Vessel Condition Survey | <input type="checkbox"/> Risk questionnaire (Appendix 1) | <input type="checkbox"/> Stream C – Remediation Assessment |
| <input type="checkbox"/> Category 1 – Basic Survey | <input type="checkbox"/> Category 6 – Safety & Security | <input type="checkbox"/> Stream D – Disposal Assessment |
| <input type="checkbox"/> Category 2 – Hazardous Material | <input type="checkbox"/> Category 7 – Financial Analysis & Options | |
| <input type="checkbox"/> Category 3 – Stability of Vessel | <input type="checkbox"/> Category 8 – Dive Survey | |
| <input type="checkbox"/> Category 4 – Structural Integrity | | |
| Box 42 – Specific tasks, instructions and/or comment Click here to enter text. | | |
| Box 43 – Deliverable(s) The final version of deliverables must be provided to the representative of the IU in <u>Choose an item.</u> in the following format: <input type="checkbox"/> Hard copy <input type="checkbox"/> Electronic copy via email <input type="checkbox"/> Electronic copy on USB key Specific delivery instructions: Click here to enter text. | | |
| Box 44 - Bid Solicitation Closing Date 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. | | |

Solicitation No. - N° de l'invitation
EVC01-202002/D
Client Ref. No. - N° de réf. du client
EVC01-202002

Amd. No. - N° de la modif.
File No. - N° du dossier
003mer. EVC01-202002

Buyer ID - Id de l'acheteur
003mer
CCC No./N° CCC - FMS No./N° VME

| Part 2 – Bid | | | |
|--|--|--|---|
| Box 45 - Company name Click here to enter text. | Box 46 – Company representative Click here to enter text. | Box 47 - Email Click here to enter text. | Box 48 - Phone Click here to enter text. |
| Individuals that will perform the Work | | | |
| Box 49 - Name Click here to enter text. Click here to enter text. Click here to enter text. | Box 50 - Function Click here to enter text. Click here to enter text. Click here to enter text. | Box 51 – Company, if applicable Click here to enter text. Click here to enter text. Click here to enter text. | Box 52 - Email Click here to enter text. Click here to enter text. Click here to enter text. |
| Financial Proposal | | | |
| Box 53 - Firm Price \$ Click here to enter text. | Box 54 - Tax \$ Click here to enter text. | Box 55 - Total Firm Price \$ Click here to enter text. | Box 56 – Unscheduled Work Rate \$ Click here to enter text. /hours |
| Certification and Signature | | | |
| Box 57 – Integrity Provisions - Declaration of Convicted Offences The Bidder certifies no changes to the list of directors have been made and has not been convicted of any offenses since the issuance of a supply arrangement. <input type="checkbox"/> Yes <input type="checkbox"/> No | | | |
| Box 58 – Signature | | Box 59 – Submission Date | |

Solicitation No. - N° de l'invitation
EVC01-202002/D
Client Ref. No. - N° de réf. du client
EVC01-202002

Amd. No. - N° de la modif.
File No. - N° du dossier
003mer. EVC01-202002

Buyer ID - Id de l'acheteur
003mer
CCC No./N° CCC - FMS No./N° VME

Part 3 – Evaluation and Contract Award

Evaluation Result

Box 60 – General Evaluation

Choose an item.

Box 61 – Evaluation of Price

Choose an item.

Contract Award

Box 62 - Contracting Authority (CA)

Click here to enter text.

Box 63 - Phone

Click here to enter text.

Box 64 – Email

Click here to enter text.

Box 65 - Project Authority (PA)

Click here to enter text.

Box 66 – Phone

Click here to enter text.

Box 67 – Email

Click here to enter text.

Box 68 – Successful Bidder

Click here to enter text.

Box 69 – Contract Price

Click here to enter text. (Tax incl.)

Box 70 – Contract Number

Click here to enter text.

Box 71 – Signature of Contracting Authority

Box 72 – Contract award date

Click here to enter a date.

ANNEX F – UNSCHEDULED WORK REQUEST FORM
Marine Technical Services

| | | | | | | | | | | | | | | | | |
|--|--|---|---|---|--|--|--|--|---|---|---|--|--|--|---|--|
| Box 73 - Request # Click here to enter text. | | | | | | | | | | | | | | | | |
| Box 74 - Contract # Click here to enter text. | | | | | | | | | | | | | | | | |
| Box 75 - Name of Vessel Click here to enter text. | Box 76 - Request Date Click here to enter a date. | | | | | | | | | | | | | | | |
| Part 1 - Description of Unscheduled Work and Timelines | | | | | | | | | | | | | | | | |
| Box 77 - Reason for Unscheduled Work Click here to enter text. | | | | | | | | | | | | | | | | |
| Box 78 - Streams of work <table border="0"> <tr> <td><input type="checkbox"/> Stream A – Vessel Condition Survey</td> <td><input type="checkbox"/> Category 5 – Risk Assessment</td> <td><input type="checkbox"/> Stream B – Towing Assessment</td> </tr> <tr> <td><input type="checkbox"/> Category 1 – Basic Survey</td> <td><input type="checkbox"/> Risk questionnaire (Appendix 1)</td> <td><input type="checkbox"/> Stream C – Remediation Assessment</td> </tr> <tr> <td><input type="checkbox"/> Category 2 – Hazardous Material</td> <td><input type="checkbox"/> Category 6 – Safety & Security</td> <td><input type="checkbox"/> Stream D – Disposal Assessment</td> </tr> <tr> <td><input type="checkbox"/> Category 3 – Stability of Vessel</td> <td><input type="checkbox"/> Category 7 – Financial Analysis & Options</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Category 4 – Structural Integrity</td> <td><input type="checkbox"/> Category 8 – Dive Survey</td> <td></td> </tr> </table> | | <input type="checkbox"/> Stream A – Vessel Condition Survey | <input type="checkbox"/> Category 5 – Risk Assessment | <input type="checkbox"/> Stream B – Towing Assessment | <input type="checkbox"/> Category 1 – Basic Survey | <input type="checkbox"/> Risk questionnaire (Appendix 1) | <input type="checkbox"/> Stream C – Remediation Assessment | <input type="checkbox"/> Category 2 – Hazardous Material | <input type="checkbox"/> Category 6 – Safety & Security | <input type="checkbox"/> Stream D – Disposal Assessment | <input type="checkbox"/> Category 3 – Stability of Vessel | <input type="checkbox"/> Category 7 – Financial Analysis & Options | | <input type="checkbox"/> Category 4 – Structural Integrity | <input type="checkbox"/> Category 8 – Dive Survey | |
| <input type="checkbox"/> Stream A – Vessel Condition Survey | <input type="checkbox"/> Category 5 – Risk Assessment | <input type="checkbox"/> Stream B – Towing Assessment | | | | | | | | | | | | | | |
| <input type="checkbox"/> Category 1 – Basic Survey | <input type="checkbox"/> Risk questionnaire (Appendix 1) | <input type="checkbox"/> Stream C – Remediation Assessment | | | | | | | | | | | | | | |
| <input type="checkbox"/> Category 2 – Hazardous Material | <input type="checkbox"/> Category 6 – Safety & Security | <input type="checkbox"/> Stream D – Disposal Assessment | | | | | | | | | | | | | | |
| <input type="checkbox"/> Category 3 – Stability of Vessel | <input type="checkbox"/> Category 7 – Financial Analysis & Options | | | | | | | | | | | | | | | |
| <input type="checkbox"/> Category 4 – Structural Integrity | <input type="checkbox"/> Category 8 – Dive Survey | | | | | | | | | | | | | | | |
| Box 79 - Specific tasks, instructions and/or comment Click here to enter text. | | | | | | | | | | | | | | | | |
| Box 80 - Deliverable(s) The final version of deliverables must be provided to the Project Authority in Choose an item. in the following format: <input type="checkbox"/> Hard copy <input type="checkbox"/> Electronic copy via email <input type="checkbox"/> Electronic copy on USB key Specific delivery instructions: Click here to enter text. | | | | | | | | | | | | | | | | |
| Box 81 - Availability of Vessel The Work must be completed on the vessel from Click here to enter a date. to Click here to enter a date. | Box 82 - Review of Draft Deliverable(s) The Contractor must allow Choose an item. days for the review of any draft deliverables. | | | | | | | | | | | | | | | |
| Box 83 - Due date for deliverables Final copy of approved deliverable(s) (by the Project Authority) must be provided by Click here to enter a date. | | | | | | | | | | | | | | | | |
| Box 84 - Timeline The Contractor should provide the proposal to complete the unscheduled work to the Project Authority by: Click here to enter a date. | | | | | | | | | | | | | | | | |
| Part 2 – Contractor's Proposal | | | | | | | | | | | | | | | | |
| Individuals that will perform the Work | | | | | | | | | | | | | | | | |
| Box 85 - Name Click here to enter text. | Box 86 - Function Click here to enter text. | | | | | | | | | | | | | | | |
| Box 87 - Company, if applicable Click here to enter text. | Box 88 - Email Click here to enter text. | | | | | | | | | | | | | | | |
| Box 89 - Hours Click here to enter text. | Box 90 - Hourly Rate Click here to enter text. | | | | | | | | | | | | | | | |
| Box 91 - Sub-total Click here to enter text. | Box 92 - Tax Click here to enter text. | | | | | | | | | | | | | | | |
| Box 93 - Total Click here to enter text. | Box 94 - Remarks | | | | | | | | | | | | | | | |
| Box 95 - Contractor's Signature | | | | | | | | | | | | | | | | |
| Box 96 - Date Click here to enter a date. | | | | | | | | | | | | | | | | |
| Part 3 - Acceptance and Contract Amendment | | | | | | | | | | | | | | | | |
| Box 97 - Approval by Project Authority <input type="checkbox"/> Yes <input type="checkbox"/> No | Box 98 - Signature | | | | | | | | | | | | | | | |
| Box 99 - Date Click here to enter a date. | Box 100 - Approval by Contracting Authority <input type="checkbox"/> Yes <input type="checkbox"/> No | | | | | | | | | | | | | | | |
| Box 101 - Signature | Box 102 - Date Click here to enter a date. | | | | | | | | | | | | | | | |
| Box 103 - Previous Contract Price Click here to enter text. | Box 104 Revised Contract Price (tax incl.) | | | | | | | | | | | | | | | |
| \$ Click here to enter text. | | | | | | | | | | | | | | | | |

ANNEX G – SET-ASIDE FOR INDIGENOUS BUSINESS CERTIFICATION

1. Indigenous suppliers registered with the federal government's Procurement Strategy for Indigenous Business (PSIB) must provide this completed certification with the bid. For more information on Indigenous business requirements of the Set-aside Program for Indigenous Business see [Annex 9.4](#), Supply Manual.

2. The Bidder:

- (a) certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
- (b) agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
- (c) agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.

3. The Bidder must check the applicable box below:

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

OR

() The Bidder is either a joint venture consisting of two or more Indigenous businesses or a joint venture between an Indigenous business and a non-Indigenous business. At least 51 per cent of the joint venture is owned and controlled by an Indigenous business or businesses and 33 per cent of the value of the work will be performed by the Indigenous business.

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

5. By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

ANNEX H – INDIGENOUS BUSINESS CERTIFICATON

An Indigenous business meeting the following definition must provide this completed certification with their bid.

Indigenous Business definition:

A business can include a sole proprietorship, limited company, co-operative, partnership, or not for profit organization. To be considered an Indigenous business, at least 51 per cent of the firm is owned and controlled by Indigenous People

If a firm is starting a joint venture or consortium, at least 51 per cent of the joint venture or consortium must be controlled and owned by an Indigenous business or businesses, as defined above.

Indigenous person means a Canadian citizen who is ordinarily resident in Canada and who is:

- registered under the Indian Act; or
- included on a Band List pursuant to the Indian Act; or
- a member of an affiliate of the Métis National Council or the Congress of Indigenous Peoples; or
- enrolled under a comprehensive land claims agreement; or
- a member of an Indigenous group with a comprehensive land claim that has been accepted by the Government of Canada; or
- acknowledged by an established Indigenous community in Canada as having Indigenous ancestry.

Certification:

I certify that I own an Indigenous business in accordance with the definition within this form and consent to its verification upon request by Canada.

Printed name of owner

Signature of owner

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

ANNEX I – INDIGENOUS PARTICIPATION PLAN (IPP)

Where practical and in accordance with modern treaty obligations (if applicable), an Indigenous Participation Plan (IPP) will be incorporated into resulting contracts.

If “yes” is checked at Box 36 of the Service Request Form, non-Indigenous owned businesses invited to bid on the solicitation must complete the following table and submit it with their bid. The representative of the IU will indicate which goods and/or services should be procured from Indigenous owned businesses. Bidders may add other purchases to the list. If the Bidder can't meet all of the requirements listed, they must contact the representative of the IU during the bid solicitation period and provide a valid justification why they can't meet the requirement.

The goods and services that might be subject to the Indigenous Participation Plan (IPP) include but are not limited to transportation, food/beverage, accommodation, car and equipment rental, guide, etc. If the Bidder intends to use a subcontractor to complete any part of the Work, preference must be given to an Indigenous owned business.

At the end of the Contract, as part of the deliverables, the Contractor will be required to complete the last column of the table (Column C) to confirm that all requirements were met. Supporting documentation may be required.

To be considered an Indigenous owned business, the business must meet the eligibility criteria of PSIB. For additional information, refer to [Annex 9.4](#) of the Supply Manual.

| Column A – Description of good and/or service to be procure from an Indigenous owned business | Column B – Confirmation by the Bidder that all requirements will be met | Column C – Confirmation by the Contractor that all requirements were met |
|---|---|--|
| | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |

Column A must be filled out by the representative of the Identified User. Bidders may add additional good(s) and/or service(s) to be procured during the Contract period.

Column B must be filled out by the Bidder to confirm that the goods and/or services indicated in Column A will be procured during the Contract period from Indigenous owned businesses. If the Bidder can't meet all of the requirements listed, they must contact the representative of the IU during the bid solicitation period and provide a valid justification why it can't meet the requirement.

Column C must be filled out by the Contractor at the end of the Contract to confirm that the goods and/or services listed in Column A were procured from Indigenous owned businesses.

ANNEX J - FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

Bidders must provide the following certification with their bid if the estimated price of the Contract is \$1,000,000 (taxes included) and above.

I, the Bidder, by submitting the present information to the representative of the Identified User, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

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

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

Complete both A and B.

A. Check only one of the following:

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

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

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

OR

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

B. Check only one of the following:

- ☐ B1. The Bidder is not a Joint Venture.

OR

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