



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À :**

Bid Receiving/Réception des soumissions

Procurement Hub | Centre
d'approvisionnement
Fisheries and Oceans Canada | Pêches et
Océans Canada
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**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Proposal to: Fisheries and Oceans Canada

We hereby offer to sell to His Majesty the King in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and services listed herein and on any attached sheets at the price(s) set out therefor.

Proposition à : Pêches et Océans Canada

Nous offrons par la présente de vendre à Sa Majesté le Roi du chef du Canada du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux appendices ci-jointes, les biens et les services énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Title / Titre Permanent elimination of the threat of pollution posed by the Tug Craig Trans.		Date October 3, 2023
Solicitation No. / N° de l'invitation 30004869		
Client Reference No. / No. de référence du client(e) 30004869		
Solicitation Closes / L'invitation prend fin At / à : 14 :00 EDT (Eastern Time) / HAE (Heure de l'Est) On / le : October 17, 2023		
F.O.B. / F.A.B. Destination	Taxes See herein — Voir ci-inclus	Duty / Droits See herein — Voir ci-inclus
Destination of Goods and Services / Destinations des biens et services See herein — Voir ci-inclus		
Instructions See herein — Voir ci-inclus		
Address Inquiries to : / Adresser toute demande de renseignements à : Mazen Obeid Email / Courriel: DFO.Tenders-Soumissions.MPO@dfo-mpo.gc.ca Cc: Mazen.Obeid@dfo-mpo.gc.ca		
Delivery Required / Livraison exigée See herein — Voir en ceci	Delivery Offered / Livraison proposée	
Vendor Name, Address and Representative / Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur		
Telephone No. / No. de téléphone	Facsimile No. / No. de télécopieur	
Name and title of person authorized to sign on behalf of Vendor (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)		
Signature	Date	



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PART 1. - GENERAL INFORMATION

1.1. Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Federal Contractors Program for Employment Equity - Certification, and the Insurance Requirements.

1.2. Summary

Marine Environmental and Hazards Response, Canadian Coast Guard (CCG MEHR)– Atlantic Region requires the services of a Contractor eliminate the threat of pollution and permanently dispose of the Tug Craig Trans, currently located in Marie-Joseph, NS. In order to permanently eliminate the threat of pollution by the vessel, CCG MEHR requires the following:

- i. all recoverable pollutants be removed from the vessel,
- ii. site and vessel preparation completed for vessel dismantling or towing,
- iii. final disposal of the vessel and its contents at recognized recycling facilities and;
- iv. remediation of the worksite

Scope of Work

The Contractor must:

- i Develop a timeline and Safety Plan based on the individual tasks
- ii Gain approval from the landlord of where the vessel is located, as required.
- iii Produce a site preparation and remediation plan
- iv Produce strategy and procedures to dispose of vessel and its contents including, but not limited to, the following:
 - a. Site specific pollution response plan
 - b. Pollutant and oily water removal and disposal plan
 - c. Vessel Dismantling Plan for Pollution Access and Removal
 - d. Detailed waste management / recycling plan



- e. Site Security – Provision of 24hr/ day week onsite site security upon Contract Award and maintain it during the entirety of the operation
- f. Site Restoration if applicable

Period of the Contract

The period of contract is from date of Contract award to February 28, 2024.

Comprehensive Land Claims Agreement

This procurement is not subject to any Comprehensive Land Claims Agreement

Security Requirement

No Security clearance required, escort required at DFO sites.

1.3 Procurement Strategy for Indigenous Business

1.3.1 Conditional Set-Aside under the Federal Government Procurement Strategy for Indigenous Business (PSIB)

This is an open tender. However, it will be conditionally set-aside under the Government of Canada's Procurement Strategy for Indigenous Business (PSIB) if two or more bids have been received by Indigenous businesses who are certified under the Procurement Strategy for Indigenous Business (PSIB) criteria and who may be listed in the Government of Canada's Indigenous Business Directory (<https://www.sac-isc.gc.ca/eng/1100100033057/1610797769658>).

If your Indigenous business is not yet registered in the Indigenous Business Directory, please do so at the link provided above. If bids from two or more Indigenous businesses are compliant with the terms of the Request for Proposal, the contracting authority will limit the competition to those Indigenous businesses and will not consider bids from any non-Indigenous businesses that may have been submitted.

If the bids from the Indigenous businesses are found to be non-compliant or non-responsive or are withdrawn, such that fewer than two compliant bids from Indigenous businesses remain, bids from all of the non-Indigenous businesses that had submitted bids will then be considered by the contracting authority.

1.4. Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within **15 working days** from receipt of the results of the bid solicitation process. The debriefing may be in writing or by telephone.



PART 2. - BIDDER INSTRUCTIONS

2.1. Standard Instructions, Clauses and Conditions

As this solicitation is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual Standard Acquisition Clauses and Conditions manual (SACC) clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

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, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 120 days

2.2. Submission of Bids

Bids must be submitted by the date, time and place indicated on page 1 of the bid solicitation. Due to the nature of the bid solicitation, bids transmitted by facsimile to DFO will not be accepted.

2.3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **7 (seven) calendar days** before the bid closing date. Enquiries received after that time may not be answered.

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

2.4. Applicable Laws

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

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



2.5. Bid Challenge and Recourse Mechanisms

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

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the award of certain federal contracts under \$30,300 for goods and \$121,200 for services. If you have concerns regarding the award of a federal contract below these dollar amounts, you may contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.

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



PART 3. - BID PREPARATION INSTRUCTIONS

3.1. Bid Preparation Instructions

Canada requests that the Bidder submit **all** its **email** bid in separately saved sections as follows and **prior to the bid closing date, time and location**:

Section I: Technical Bid (one soft copy in PDF format)

Section II: Financial Bid (one soft copy in PDF format)

Section III: Certifications (one soft copy in PDF format)

Important Note:

The maximum size per email (including attachments) is limited to 10MB. If the limit is exceeded, your email might not be received by DFO. It is suggested that you compress the email size to ensure delivery. Bidders are responsible to send their proposal and to allow enough time for DFO to receive the proposal by the closing period indicated in the RFP. Emails with links to bid documents will not be accepted.

For bids transmitted by email, DFO will not be responsible for any failure attributable to the transmission or receipt of the email bid. DFO will send a confirmation email to the Bidders when the submission is received.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- a) use 8.5 x 11 inch (216 mm x 279 mm), letter-sized, paper;
- b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a complete, concise and clear manner to perform the work.

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

Section II: Financial Bid



Bidders must submit their financial bid in accordance with the Pricing Schedule detailed below in Attachment 1 to Part 3.

3.1.1. Exchange Rate Fluctuation

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

Section III: Certifications

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



ATTACHMENT 1 TO PART 3 – PRICING TABLE

The Bidder must complete this pricing schedule and include it in its financial bid. Any applicable taxes in the table below are extra. The firm rates marked in the table below will form the basis of payment for any resulting contract with the winning bid.

All prices entered in the table below must be in Canadian dollars (CAD). Any resulting contract will NOT permit exchange rate fluctuation mitigation.

Under any resulting contract, Canada will not accept travel and living expenses that may need to be incurred by the Contractor for any relocation of resources required to satisfy its contractual obligations.

The rates specified below, when quoted by the Bidder, include the total estimated cost of all travel and living expenses that may need to be incurred for:

- a. travel between the successful bidder's place of business and the work site; and
- b. the relocation of resources

To satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.

The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

1.0 Table of Milestones

Milestone #	Description	Firm all-inclusive price <i>[to be completed by bidder]</i>
1	Mobilization of marine assets and personnel to the wreck site and site set-up	\$ _____
2	Completion of the bulk pollutant / hazardous waste removal*	\$ _____
3	Completion of deconstruction/removal of the vessel (vessel removed from the marine environment)	\$ _____
Total Evaluated Price (Applicable Taxes extra)		\$ _____

* The Bidder **must** provide the following rates specific to Milestone #2:

Description	Estimated Units (A)	Firm Rate (B) <i>[to be completed by bidder]</i>	Total Firm All-Inclusive Price (AxB) <i>[to be completed by bidder]</i>
Hydrocarbon disposal	10,000 Litres	\$ _____ /Litre	\$ _____



Contaminated Water	50,000 Litres	\$ _____ /Litre	\$ _____
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Canada has made its best effort to estimate the amount of contaminated water needed to be removed from the vessel. Canada will only pay for the actual amount of contaminated water removed by the contractor and supported by invoices from the processing facility. If the amount of contaminated water exceeds the initial estimated amount of 50,000 litres, Canada will pay the Bidder for additional litres based on the bidder's submitted rate per litre.

1.1 The maximum value of each milestone is as follows

- Milestone 1 = 20% of the total evaluated price
- Milestone 2 = 40% of the total evaluated price
- Milestone 3 = 40% of the total evaluated price

1.2 Breakdown of Milestone Pricing

The bidder **should** include a breakdown of the costs for the firm all-inclusive prices quoted in the Table of Milestone. If the Bidder does not provide a breakdown of the costs for the firm all-inclusive prices with their bid, Canada reserves the right to ask for a breakdown to be provided prior to Contract award.

1.3 Milestone Payments – Subject to Holdback

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract, up to 10% of the amount claimed by the Contractor and approved by Canada if:

- a) an accurate and complete claim for payment and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.
- c) The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all Work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted.



PART 4. - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the Technical and Financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1. Technical Evaluation

4.1.1.1. Mandatory Technical Criteria

Refer to Attachment 1 to Part 4.

4.1.1.2. Point Rated Technical Criteria

Refer to Attachment 1 to Part 4.

4.1.2. Financial Evaluation

Refer to Attachment 1 to Part 3.

4.2. Basis of Selection - Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of **35 points** overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of **60 points**.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of **points available** multiplied by the ratio of 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 20 and the lowest evaluated price is \$45,000 (45).



Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)			
	Bidder		
	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	13/20	18/20	8/20
Bid Evaluated Price	\$55,000.00	\$50,000.00	\$45,000.00
Calculations			
Technical Merit Score	$13/20 \times 70 = 45.50$	$18/20 \times 70 = 63.00$	$8/20 \times 70 = 28.00$
Pricing Score	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30.00$
Combined Rating	70.05	90.00	58.00
Overall Rating	2nd	1st	3rd



ATTACHMENT 1 TO PART 4 – EVALUATION CRITERIA

Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bidders' Proposals must clearly demonstrate that they meet all Mandatory Requirements for the proposal to be considered for further evaluation. Proposals not meeting the mandatory criteria will be excluded from further consideration.

The Crown reserves the right to validate all information provided in the bid.

NOTE for Project Timeframe include date and total months.

- i. Bidders are advised that the month(s) of experience listed for a project whose timeframe overlaps that of another referenced project will only be counted once. For example, Project 1 timeframe is July 2019 to December 2019; Project 2 timeframe is October 2019 to January 2020; the total months of experience for these two project references is seven (7) months.
- ii. The bidder should clearly Cross Reference each Mandatory & Point Rated Technical Criterion to its Proposal.

The Bidder must include the following table in their proposal, indicating that their proposal meets the mandatory criteria, and providing the proposal page number or section that contains information to verify that the criteria has been met.

The bidder should clearly Cross Reference each Mandatory Technical Criterion to Proposal. **Contact Authorities for each referenced project must have either managed the project or have direct knowledge of the work performed by the proposed resource.**

The following mandatory criteria will be assessed:

Criteria No.	Mandatory Criteria	Meets Criteria (Yes/No) <i>(Evaluation Team to complete)</i>	Proposal Page No. <i>(Bidder to complete)</i>
M1	<p>The Bidder MUST :</p> <p>Have a minimum of 60 months (5 years) experience in the Marine Salvage or Marine Industry, within the last one hundred eighty months (15 years) from the date of bid closing.</p> <p>To demonstrate this, the bidder must provide a list of relevant projects conducted, with a minimum of 2 projects.</p> <p>Each referenced project MUST have the following information:</p>		



	<p>1. The name of the organization (to whom the services were provided);</p> <p>2. The name, title, telephone number and email address of the Contact Authority; (For validation Purposes)</p> <p>3. Description of the type and scope of services that meets the identified criteria; and</p> <p>4. Dates and duration of the project (Start date (MM/YY) to end date (MM/YY)).</p>		
<p>M2</p>	<p>The Bidder MUST :</p> <p>Have completed pollutant removal and dismantling operations of steel hulled vessels, on at least two (2) separate occasions within the last 120 months (10 years).</p> <p>To demonstrate this, the bidder must provide a list of relevant operations conducted.</p> <p>Each referenced operation MUST have the following information:</p> <p>1. The name of the organization (to whom the services were provided);</p> <p>2. The name, title, telephone number and email address of the Contact Authority; (For validation Purposes)</p> <p>3. Description of the type and scope of services that meets the identified criteria; and</p> <p>4. Dates and duration of the project (Start date (MM/YY) to end date (MM/YY)).</p>		
<p>M3.1</p>	<p>The Bidder must identify Key personnel* that MUST have a minimum of twenty four months (2 years) experience, in pollutant removal, marine survey and stability assessments, Steel hull vessel deconstruction and recycling operations completed in the last one hundred twenty months (10 years) from the date of bid closing and provide the specific details as specified below.</p> <p>Each referenced project MUST have the following information:</p> <p>1. The name of the organization (to whom the services were provided);</p>		



	<p>2. The name, title, telephone number and email address of the Contact Authority; (For validation Purposes)</p> <p>3. Description of the type and scope of services that meets the identified criteria; and</p> <p>4. Dates and duration of the project (Start date (MM/YY) to end date (MM/YY)).</p>		
<p>M3.2</p>	<p>Experience demonstrated for each person is expected to be relevant to their proposed role in the project.</p> <p>The Bidder MUST supply as a minimum, the following information for personnel identified as “Key personnel”:</p> <ol style="list-style-type: none"> 1. Details of the proposed management & organization for the project with a chain of command, positions, roles and responsibilities and linkages with the Canadian Coast Guard (CCG) and other agencies/entities on site. 2. Full details of key personnel proposed to undertake the operation with summary CVs, highlighting qualifications and experience removing pollutants from and deconstructing vessels. 3. Certificates and degrees for all key personnel applicable to their roles in the operation <p>Key personnel* is defined as a project manager or anyone that requires a certificate in their field i.e. Marine Chemist, Naval Arch, Tug operator etc.</p>		
<p>M4</p>	<p>The Bidder MUST provide an operations plan that demonstrates how they will perform the removal of the Tug Craig Trans as described in the Statement of Work (Annex A). <u>The response plan must include all of the following items</u></p>		
<p>M4.1</p>	<p>The bulk pollutant removal plan must indicate how the Bidder will perform the following:</p> <ol style="list-style-type: none"> i. Accessing the vessel. ii. Assessment, inspection and pumping of compartments and/or tanks iii. Removal of all bulk and residual pollutants. 		



	<p>iv. Supply an Organizational Chart for the team who will be onsite to manage the project and perform the work.</p>		
M4.2	<p>The Vessel dismantling and recycling plan must include:</p> <ul style="list-style-type: none"> i. Method statement to detail how the vessel will be dismantled, transported and recycled in a safe environmental manner and in accordance with all applicable Canadian legislation and; ii. Method statement to detail how all asbestos and HNS materials will be removed from the vessel and disposed of. 		
M4.3	<p>The bidder must include the following safety documentation in the bid package:</p> <ul style="list-style-type: none"> i. Details of Quality Management System Manual; ii. Details of Health & Safety Manual; iii. Details of Site Safety Plan; iv. Details of Project Hazard Identification and; v. Details of proposed medivac plan. 		
M4.4	<p>The bidder must provide a timeline in the form of a Gantt Chart or equivalent that demonstrates how the operation will be completed within 3 months of contract award. Minimum resources and personnel assigned to each step of the Gantt Chart or equivalent must be included. The timeline must be based on a 7 day operational work week subject to adequate weather conditions.</p>		

Points Rated Technical Criteria

The Bidder **MUST** achieve a minimum score of **35 points** overall in the Point- Rated Criteria. Any bid which fails to meet the minimum required score on the Point-Rated Criteria will be deemed non-compliant and given no further consideration.

Criteria No.	Point-Rated Criteria	Evaluation Grid	Reference to proposal <i>(Bidder to complete)</i>
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<p>R1</p>	<p>The Bidder should have experience conducting in-situ dismantling of steel hulled vessels in the last 10 years (120 months). The Bidder should demonstrate this experience by providing the details of at least 2 relevant projects.</p> <p>Each referenced project MUST have the following information:</p> <ol style="list-style-type: none"> 1. The name of the organization (to whom the services were provided); 2. The name, title, telephone number and email address of the Contact Authority; (For validation Purposes) 3. Description of the type and scope of services that meets the identified criteria; and 4. Dates and duration of the project (Start date (MM/YY) to end date (MM/YY)). 	<p>2 projects = 10 points 3 projects = 15 points 4 + projects = 20 points</p>	
<p>Assessed score for R1 <i>(evaluation team to complete)</i></p>			<p>/20</p>
<p>R2</p>	<p>The Bidder's proposed Project Manager should have experience working on projects related to pollution response and vessel deconstruction within the last 10 years (120 months) from date of bid closing. The Bidder should demonstrate this experience by providing the details of at 2 relevant projects that the Project Manager was involve with.</p> <p>Each referenced project MUST have the following information:</p> <ol style="list-style-type: none"> 1. The name of the organization (to whom the services were provided); 2. The name, title, telephone number and email address of the Contact Authority; (For validation Purposes) 3. Description of the type and scope of services that meets the identified criteria; and 4. Dates and duration of the project (Start date (MM/YY) to end date (MM/YY)). 	<p>2 projects = 10 points 3 projects = 15 points 4 + projects = 20 points</p>	
<p>Assessed score for R2 <i>(evaluation team to complete)</i></p>			<p>/20</p>



R3	<p>The Bidder should demonstrate that they have previously completed pollution and vessel disposal operations in remote* locations. The Bidder should demonstrate this experience by providing the details of at least 2 relevant remote projects.</p> <p>Each referenced project MUST have the following information:</p> <ol style="list-style-type: none"> 1. The name of the organization (to whom the services were provided); 2. The name, title, telephone number and email address of the Contact Authority; (For validation Purposes) 3. Description of the type and scope of services that meets the identified criteria; and 4. Dates and duration of the project (Start date (MM/YY) to end date (MM/YY)). 	<p>2 projects = 10 points</p> <p>3 projects = 15 points</p> <p>4 + projects = 20 points</p>	
<p>R1 + R2 + R3 – Maximum of 60 points (Minimum number of points = 35) <i>(evaluation team to complete)</i></p>			<p>/60</p>

* A Remote Site is a location which is outside of a 150km radius of a large** municipality, Or a location that is only accessible by vessel or aircraft.

** Large municipality is a city/town with a minimum population of 50,000 people.



PART 5. - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1. Certifications Required with the Bid

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

5.1.1. Integrity Provisions – Declaration of Convicted Offences

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

5.2. Certifications Precedent to Contract Award and Additional Information

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

5.2.1. Integrity Provisions – Required Documentation

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

5.2.2. Federal Contractors Program for Employment Equity - Bid Certification

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

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 Contracting Authority with a completed annex [Federal Contractors Program for Employment Equity - Certification](#), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.2.3. Additional Certifications Precedent to Contract Award

5.2.3.1. Status and Availability of Resources

SACC Manual clause [A3005T](#) (2010-08-16), Status and Availability of Resources

5.2.3.2. Education and Experience

SACC Manual clause [A3010T](#) (2010-08-16) Education and Experience

5.2.3.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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



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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

5.2.3.4 List of Names for Integrity Verification Form

Bidders must complete the List of Names for Integrity Verification form found in Attachment 1 to Part 5.

5.2.3.5 Contractor's Representative

The Contractor's Representative for the Contract is:

Name: _____
 Title: _____
 Address: _____
 Telephone: _____
 Facsimile: _____
 E-mail: _____

5.2.3.6 Supplementary Contractor Information

Pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments made by departments and agencies under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T4-A supplementary slip.

To enable the Department of Fisheries and Oceans to comply with this requirement, the Contractor hereby agrees to provide the following information which it certifies to be correct, complete, and fully discloses the identification of this Contractor:

- a) The legal name of the entity or individual, as applicable (the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code:



b) The status of the contractor (individual, unincorporated business, corporation or partnership):

c) For individuals and unincorporated businesses, the contractor's SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number:

d) For corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown:

The following certification signed by the contractor or an authorized officer:

"I certify that I have examined the information provided above and that it is correct and complete"

Signature

Print Name of Signatory



ATTACHMENT 1 TO PART 5 LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

Requirements

Section 17 of the *Ineligibility and Suspension Policy* (the Policy) requires suppliers, regardless of their status under the Policy, to submit a list of names with their bid or offer. The required list differs depending on the bidder or offeror's organizational structure:

- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- Privately owned corporations must provide a list of the owners' names.
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners.
- Suppliers that are a partnership do not need to provide a list of names.

Suppliers may use this form to provide the required list of names with their bid or offer submission. Failure to submit this information with a bid or offer, where required, will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement. Please refer to [Information Bulletin: Required information to submit a bid or offer](#) for additional details.

List of names for [integrity verification form](#)



PART 6. - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1. Security Requirements

There is no security requirement applicable to the Contract.

Escort required at DFO site(s)

- The supplier and all individuals assigned to work on the contract or arrangement **MUST NOT** have access to PROTECTED or CLASSIFIED information/assets.
- The supplier and all individuals assigned to work on the contract or arrangement **MUST NOT** have unescorted access to restricted access areas of Fisheries and Oceans Canada facilities, or Canadian Coast Guard vessels.
- The supplier and all individuals assigned to work on the contract or arrangement **MUST NOT** remove any PROTECTED or CLASSIFIED information/assets from DFO site(s).
- Subcontracts or arrangements with a third party are not to be awarded without the prior written permission of the Contracting Authority (i.e. a new SRCL must be submitted and processed following the same procedure as for the initial contract).

6.2. Insurance Requirements

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

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



PART 7. - RESULTING CONTRACT CLAUSES

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

7.1. Statement of Work

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

7.2. Standard Clauses and Conditions

As this contract is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this contract, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

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

7.2.1. General Conditions

[2035](#) (2022-12-01), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

Subsection 12 of [2035](#) (2022-12-01) General Conditions - Higher Complexity - Services - Invoice Submission, is amended as follows:

Delete: [2035 12](#) (2013-03-21), Invoice Submission
Insert: **Invoice Submission**

1. Invoices must be submitted in the Contractor's name to DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca with a cc to: ***(to be provided at Contract award)*** The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
 - a. Contractor's Name and remittance physical address;
 - b. Contractor's CRA Business Number or Procurement Business Number (PBN);
 - c. Invoice Date;
 - d. Invoice Number;
 - e. Invoice Amount (broken down into item and tax amounts);
 - f. Invoice Currency (if not in Canadian dollars);
 - g. DFO Reference Number (PO Number or other valid reference number);
 - h. DFO Contact Name (DFO employee who initiated the order or to whom the goods were sent. **Note:** Invoice will be return to the Contractor if that information is not provided);
 - i. Description of the goods or services supplied (provide details of expenditures (such as item, quantity, unit of issue, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
 - j. Deduction for holdback, if applicable;
 - k. The extension of the totals, if applicable; and
 - l. If applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.



3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

7.3. Security Requirements

There is no security requirement applicable to the Contract.

Escort required at DFO site(s)

- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have access to PROTECTED or CLASSIFIED information/assets.
- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have unescorted access to restricted access areas of Fisheries and Oceans Canada facilities, or Canadian Coast Guard vessels.
- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT remove any PROTECTED or CLASSIFIED information/assets from DFO site(s).
- Subcontracts or arrangements with a third party are not to be awarded without the prior written permission of the Contracting Authority (i.e. a new SRCL must be submitted and processed following the same procedure as for the initial contract).

7.4. Term of Contract

7.4.1. Period of the Contract

The period of the Contract is from date of Contract Award to 28 February, 2024.

7.5. Authorities

7.5.1. Contracting Authority

The Contracting Authority for the Contract is:

Mazen Obeid
Senior Contracting Officer
Procurement Services
Fisheries and Oceans Canada
Government of Canada

200 Kent Street
Ottawa, ON K1A 0E6
Cell phone: (613) 299-2564
E-mail: Mazen.Obeid@df-mpo.gc.ca



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

7.5.2. Project Authority

The Project Authority for the Contract is: *(to be provided at Contract award)*

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____
E-mail address: _____

In their absence, the Project Authority is: *(to be provided at Contract award)*

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____
E-mail address: _____

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.

7.5.3. Contractor's Representative *(to be provided at Contract award)*

The Contractor's Representative for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail address: _____

7.6. Proactive Disclosure of Contracts with Former Public Servants *(if applicable)*

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



7.7. Payment

7.7.1. Basis of Payment – Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a Firm Price, as specified in Annex "B" for a cost of \$ _____ (*To be inserted at contract award*). Customs duties are included and Applicable Taxes are extra.

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

7.7.2 Method of Payment – Milestone Payments - Subject to holdback

1. Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract, up to 90% percent of the amount claimed and approved by Canada if:
 - a. an accurate and complete claim and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - b. the total amount for all milestone payments paid by Canada does not exceed 90 percent of the total amount to be paid under the Contract;
 - c. all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.
2. The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all Work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted.

7.7.2.1 Schedule of Milestones

Milestone #	Description	Firm all-inclusive price <i>[to be inserted at Award]</i>
1	Mobilization of marine assets and personnel to the wreck site and site set-up	\$ _____
2	Completion of the bulk pollutant / hazardous waste removal*	\$ _____
3	Completion of deconstruction/removal of the vessel (vessel removed from the marine environment)	\$ _____
Total Evaluated Price (Applicable Taxes extra)		\$ _____



7.7.2.2 The maximum value of each milestone is as follows

- Milestone 1 = 20% of the total evaluated price
- Milestone 2 = 40% of the total evaluated price
- Milestone 3 = 40% of the total evaluated price

7.7.2.3 Breakdown of Milestone Pricing *(to be inserted at Award)*

7.7.3 Electronic Payment of Invoices – Contract

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

- i. Acquisition Card;
- ii. Direct Deposit (Domestic and International)

7.7.4 Auditing

SACC Manual clause [C1004C](#) (2022-12-01), Auditing

7.8 Invoicing Instructions

7.8.1 The Contractor must submit invoices in accordance with subsection 7.2.1 entitled “Invoice Submission” above. Invoices cannot be submitted until all work identified in the invoice is completed.

7.8.2 Payments will be made provided that the invoice(s) are emailed to DFO Accounts Payable at DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca with a cc to: *(to be provided at Contract award)* and provides the required information as stated in subsection 7.8.1 above.

7.9. Certifications and Additional Information

7.9.1 Compliance

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

7.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

7.10. Applicable Laws

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



7.11. 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 [2035](#) (2022-12-01), General Conditions - Higher Complexity - Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements and
- (f) the Contractor's bid dated _____ *(to be inserted at Contract award)*

7.12. Foreign Nationals (Canadian Contractor) **OR** (Foreign Contractor)

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

OR

SACC Manual clause [A2001C](#) (2006-06-16) Foreign Nationals (Foreign Contractor)

7.13. Insurance – Specific Requirements

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

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

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

7.14. 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](#)”.



- (e) **Dispute Resolution (i.e. “mediation”) clause**, to be inserted in *federal contracts*: The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties’ representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, *either Party* may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca
- (f) **Review of complaint clause re: contract “administration”**, to be inserted in *federal contracts*: The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the administration of certain federal contracts, regardless of dollar value. If you have concerns regarding the administration of a federal contract, you may contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.

7.15. Environmental Considerations

As part of Canada's policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired, Contractors should:

a) Paper consumption:

- Provide and transmit draft reports, final reports in electronic format. Should printed material be required, double sided printing in black and white format is the default unless otherwise specified by the Project Authority.
- Printed material is requested on minimum recycled content of 30% and/or certified as originating from a sustainably managed forest.
- Recycle unneeded printed documents (in accordance with Security requirements).

b) Travel requirements:

- The Contractor is encouraged to use video and/or teleconferencing where possible to cut down unnecessary travel.
- Use of Properties with Environmental Ratings: Contractors to the Government of Canada may access the PWGSC Accommodation directory, which includes Eco-Rated properties. When searching for accommodation, Contractors can go to the following link and search for properties with Environmental Ratings, identified by Green Keys or Green Leafs that will honour the pricing for Contractors.
- Use public transportation or another method of green transportation as much as possible.



ANNEX "A" - STATEMENT OF WORK

1. Project Title

Permanent elimination of the threat of pollution posed by the Tug Craig Trans.

2. Definitions

"Competent person" means a person with suitable qualifications, training, and sufficient knowledge, experience and skill, for the performance of the specific work. Specifically, a competent person may be a trained worker or a managerial employee capable of recognizing and evaluating occupational hazards, risks, and employee exposure to potentially Hazardous Materials or unsafe conditions in a Ship Recycling Facility, and who is capable of specifying the necessary protection and precautions to be taken to eliminate or reduce those hazards, risks, or exposures. The Competent Authority may define appropriate criteria for the designation of such persons and may determine the duties to be assigned to them.

"Controlled waste" is as defined by the laws of the jurisdiction of the waste generator, handling facilities and disposal facilities. Controlled wastes are those wastes to which regulations of the jurisdiction having authority apply.

"Hazardous material" means any material or substance which is liable to create hazards to human health and/or the environment.

"Recyclable material" is any material that is intended for reuse or recovery for reuse, and includes scrap and waste materials other than accountable material, derived from the Contract.

3. Background

The Tug Craig Trans is an all-steel ocean going tug built in 1945 with a GRT of 298 and a LOA of 34.87 m. In 2012, the vessel was on passage to Montreal, Canada when it encountered heavy weather conditions off the coast of Nova Scotia and was diverted to Halifax. On December 19 2012, while berthed in Halifax, a Port State inspection was administered with numerous deficiencies noted and resulted in the vessel being detained.

The vessel was eventually abandoned by its owners and relocated within Halifax Harbour from December 2012 until June 2017. On August 26th 2015, the vessel was placed under arrest and subsequently the Federal Court of Canada ordered it to be sold at auction. The Craig trans was auctioned off on February 17, 2017 and on approximately June 2, 2017 the tug was towed out of Halifax Harbour bound for Marie Joseph where it remains to date.

Beginning May 27, 2023 CCG MEHR responded to reports of pollution concerning the Craig Trans which lead to the vessel being encircled with containment boom and lined with sorbent material to capture released pollution. A monitoring plan has been maintained weekly and will continue until Contract award. This was a temporary measure taken to decrease the risk of pollution while a permanent solution could be obtained.

In June of 2023 a response plan was received from the owner of the Craig Trans. This plan was deemed unreasonable. To date, there has not been any significant progress to permanently remove the threat of pollution.



The vessel has been identified as being at risk of polluting in Marie-Joseph NS. The permanent elimination of the threat to pollute will be made under the Minister of Fisheries, Oceans and the Canadian Coast Guard' authorities pursuant to paragraph 180 of the *Canada Shipping Act, 2001*.

All communications with the landowner will be handled by CCG- MEHR

Note: Vessel internal spaces are considered to be confined spaces and all internal spaces should be considered unsafe for access unless ventilated and tested prior to entry.

4. Objective

Marine Environmental and Hazards Response, Canadian Coast Guard (CCG MEHR)– Atlantic Region requires the services of a Contractor eliminate the threat of pollution and permanently dispose of the Tug Craig Trans, currently located in Marie-Joseph, NS. In order to permanently eliminate the threat of pollution by the vessel, CCG MEHR requires the following:

- i. all recoverable pollutants be removed from the vessel,
- ii. site and vessel preparation completed for vessel dismantling or towing,
- iii. final disposal of the vessel and its contents at recognized recycling facilities and;
- iv. remediation of the worksite

5. Summary of work required

The Contractor must:

- i. Develop a timeline and Safety Plan based on the individual tasks
- ii. Gain approval from the landlord of where the vessel is located, as required.
- iii. Produce a site preparation and remediation plan
- iv. Produce strategy and procedures to dispose of vessel and its contents including, but not limited to, the following:
 - a. Site specific pollution response plan
 - b. Pollutant and oily water removal and disposal plan
 - c. Vessel Dismantling Plan for Pollution Access and Removal
 - d. Detailed waste management / recycling plan
 - e. Site Security – Provision of 24hr/ day week onsite site security upon Contract Award and maintain it during the entirety of the operation
 - f. Site Restoration if applicable

6. Requirements

The Contractor must make the site and vessel safe for access, prepare the worksite to allow for the operations including access, remove bulk pollutants and oily water, dismantle the vessel in-situ/tow to facility, dispose of the vessel and its contents following a pre-established waste management plan, and removal of contractor works to restore site to original condition upon conclusion of the disposal operation.

Contractor must take into consideration the location of the vessel and marine traffic requirements throughout the duration of the operation.



It is the responsibility of the contractor to ensure all operations are in compliance with Canadian legislation and permit requirements in the location of the vessel.

Due to the age of the vessel all contractors should assume the presence of asbestos and lead paint.

For all objectives of this work, any and all plans must be submitted to the Project Authority for approval prior to their execution.

Objective # 1: Develop a timeline and Safety Plan based on the individual tasks

The Contractor **must**:

1. Identify the individual tasks that will be completed for the operation as a whole;
2. Develop a site safety plan based on the individual tasks;
3. Develop a Timeline for the project based on a 7 day work week, Identify any critical tasks that may introduce a stoppage or delay to the operation;
4. Produce organization charts for both in-field personnel and off-site personnel involved with the project;
5. Provide on-site security 24/7 beginning upon contract award, for the duration of the operation;
6. Identify resources to support plan; and
7. Mobilize to site and start work within 3 weeks from award of contract.

Objective # 2: Site preparation and remediation

The Contractor **must**:

1. Identify if any preparation needs to be made to the site in Marie-Joseph, including any access pads for heavy machinery or mooring arrangements for work barges if applicable;
2. Produce a plan or tow plan, as required, that identifies the construction methods and materials for the building of an equipment access and worksite for the purpose of this operation or how the use of spud barges etc. will be used to dismantle the vessel from the water;
3. Obtain all required permits and insurances for the project;
4. Consider site remediation options in the development of the site preparation plan;
5. Ensure site preparations are of sufficient durability to withstand the environmental forces that could be encountered during the operation;
6. Ensure that equipment access have a minimal impact on the vessel traffic in the area.
7. Produce a plan that identifies the deconstruction methods to remove any installed structures or pads for vessel removal works and remediate the site to as found condition.
8. Identify in the plan the tasks that will be marine based, land based and/or conducted offsite.

Objective # 3: Produce strategy and procedures to dispose of vessel and its contents including;

The Contractor **must** produce:



1. Site specific pollution response plan;
2. Pollutant removal and disposal plan;
3. Vessel Dismantling Plan for Pollution Access and Removal and a;
4. Detailed waste management / recycling plan

The Contractor **must**:

- I. Develop and execute a site specific pollution response plan by:
 - a) Taking into consideration Pollutants and oily water mixture located within the vessel, as well as potential pollutants from required onsite equipment.
 - b) Including equipment to be onsite, as well as equipment that is available to the contractor to respond to an incident
- II. Develop and execute a pollutant and oily water removal and disposal plan by:
 - a) Including the removal of contaminated water in the flooded compartments of the vessel.
 - b) Removing all accessible pollutants from the vessel prior to the vessel dismantling process. Pollutants that are not accessible until the dismantling operation begins must be removed from the vessel as soon as feasible.
 - c) Addressing the potential removal of any fuel oil (diesel), lube oil from tank and crank cases from auxiliary machinery, removal of hydraulic oil from storage tank and all associated hydraulic equipment, and residual oils remaining in all machinery compartments. Removal of other pollutants where possible including, but not limited to; drums, pails, non-secure tanks, free floating oil, etc.
- III. Develop and execute a hazardous materials inventory and disposal plan
 - a) Identify and inventory hazardous material and develop a plan for disposal.
 - b) Disposal of hazardous materials through licensed recycling/waste management companies.
- IV. Develop and execute a Vessel Dismantling Plan for Pollution Access and Removal
 - a) The vessel must be dismantled and recycled in a safe environmental manner and in accordance with all applicable Canadian legislation. All material removed from the vessel must be disposed through licensed recycling/waste management companies.
 - b) Contractor must identify the method to recycle the vessel (e.g hydraulic shears, cutting by torch, or sectioning the vessel with cutting wire)
 - c) Method statement for the deconstruction work to be developed and provided to CCG- MEHR for this task.
- V. Develop and execute a Detailed waste management / recycling plan
 - a) Identify types of pollutants, garbage, recyclable materials and their estimated volumes.



- b) Produce a list of licensed receiving facilities that are to be used to dispose of identified materials.
- VI. Maintain a detailed record of the quantity (in Liters) of any contaminated water, including oily water, fuel oil, including diesel, lube, hydraulic and all residual oils, removed from the vessel. The Contractor must retain invoices from the recycling company, showing the amount of contaminated water and fuel oil that was processed from this specific Vessel.

7. Safety Plan and Waste Disposal Plan

Completion of the Bulk Pollutant Removal Plan will be deemed satisfactory only after inspection and acceptance by the Project Authority.

8. Method and Source of Acceptance

The Contractor must produce a safety plan to CCG for review and approval. The Contractor will be responsible for recovery, onboard vessel storage and disposal of all pollutants during the operation. (Waste disposal plan).

9. Reporting Requirements

The contract will be constantly managed by CCG Incident Commander (Project Authority) and staff throughout the all stages of this project.

The Contractor is required to submit a daily performance report to the CCG Incident Commander that includes any major milestones achieved, all work completed that day including any pollution removed and plans for the next 24 hours. This report is to be submitted to the CCG Incident Commander by 2000 LT each day.

The Contractor must provide CCG- MEHR with a final report within 10 business days of completing the operation.

10. Project Management Control Procedures

The detection, control or removal of any pollutant must be verified by the Contractor and will be managed at all times. Contractor must provide CCG Incident Commander copies of all disposal receipts for fluids/pollutants removed from the vessel.

11. Change Management Procedures

All changes must be made in writing and agreed to by the contractor, CCG MEHR, and the contracting officer. Work cannot proceed until a contract amendment authorizes the commencement of the work changes.

12. Travel and Living Expenses

The Contractor will not be reimbursed for any travel and living expenses incurred in the performance of the work described in this Statement of Work.



ANNEX “B” - BASIS OF PAYMENT
(to be completed at Contract award)

Travel and Living Expenses: The Contractor will not be reimbursed for any travel and living expenses incurred in the performance of the work described in this Statement of Work.

1.0 Table of Milestones

Milestone #	Description	Firm all-inclusive price
1	Mobilization of marine assets and personnel to the wreck site and site set-up	\$ _____
2	Completion of the bulk pollutant / hazardous waste removal*	\$ _____
3	Completion of deconstruction/removal of the vessel (vessel removed from the marine environment)	\$ _____
Total Evaluated Price (Applicable Taxes extra)		\$ _____

* The Bidder **must** provide the following rates specific to Milestone #2:

Description	Estimated Units (A)	Firm Rate (B)	Total Firm All-Inclusive Price (AxB)
Hydrocarbon disposal	10,000 Litres	\$ _____ /Litre	\$ _____
Contaminated Water	50,000 Litres	\$ _____ /Litre	\$ _____

Canada has made its best effort to estimate the amount of contaminated water needed to be removed from the vessel. Canada will only pay for the actual amount of contaminated water removed by the contractor and supported by invoices from the processing facility. If the amount of contaminated water exceeds the initial estimated amount of 50,000 litres, Canada will pay the Bidder for additional litres based on the bidder's submitted rate per litre.

1.1 The maximum value of each milestone is as follows

- Milestone 1 = 20% of the total evaluated price
- Milestone 2 = 40% of the total evaluated price



- Milestone 3 = 40% of the total evaluated price

1.2 Breakdown of Milestone Pricing *(to be completed at Contract award)*



ANNEX "C" – INSURANCE REQUIREMENTS

G2001C – 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 Fisheries and Oceans 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. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
 - o. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.



For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

G5003C – Marine Liability Insurance.

1. The Contractor must obtain protection and indemnity insurance that must include excess collision liability and pollution liability. The insurance must be placed with a member of the International Group of Protection and Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the Marine Liability Act, S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by Worker's Compensation as detailed in paragraph (2.) below.
2. The Contractor must obtain worker's compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the territory or province or state of nationality, domicile, employment, having jurisdiction over such employees. If the Contractor is subject to an additional contravention, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.
3. The protection and indemnity insurance policy must include the following:
 - a) Additional insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b) Waiver of subrogation rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Fisheries and Oceans Canada and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
 - c) Notice of cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - d) Cross liability and separation of insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.



- e) Litigation rights: Pursuant to subsection 5(d) of the Department of Justice Act, R.S.C. 1985, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

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



**ANNEX "1" to PART 5 OF THE BID SOLICITATION
FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION**

I, the Bidder, by submitting the present information to the Contracting Authority, 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)