



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

**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**  
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Place du Portage, Phase III  
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Gatineau  
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K1A 0S5  
Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

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

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

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

**Comments - Commentaires**

<b>Title - Sujet</b> Disposal of former PRE and QUEST	
<b>Solicitation No. - N° de l'invitation</b> W8482-171396/A	<b>Date</b> 2017-03-14
<b>Client Reference No. - N° de référence du client</b> W8482-171396	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$ISM-010-26234	
<b>File No. - N° de dossier</b> 010ism.W8482-171396	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2017-04-26</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Passmore, Russ	<b>Buyer Id - Id de l'acheteur</b> 010ism
<b>Telephone No. - N° de téléphone</b> (819) 420-2917 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

In-Service Support Marine / Soutien en Service Maritime  
11 Laurier St. / 11, rue Laurier  
Place du Portage, Phase III  
6C2  
Gatineau  
Quebec  
K1A 0S5

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

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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, the Insurance Requirements, and any other annexes.

### 1.2 Summary

The Department of National Defence has a requirement dispose of, through Ship Breaking, the former HMCS PRESERVER, a *Protecteur*-class auxiliary oil replenishment (AOR) ship and the former CFAV QUEST, an Auxilliary General Oceanographic Research (US DoD) / Oceanographic Research Ship (DND). The contractor will be required to prepare the ships for transfer, transfer each to the Approved Site(s), demilitarize the Controlled Goods, return any museum material, and subsequently break (dismantle and dispose or recycle) the vessels in an efficient and environmentally responsible manner that is conforming to Canadian Laws and the terms of the contract.

**NOTE: Ship Breaking is defined as the process of systematically scrapping the entire infrastructure of an obsolete vessel by dismantling and disposing or recycling of all its component parts and hazardous materials.**

There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

There is a **mandatory** Bidders' Conference and Site Visit associated with this requirement where personnel security screening is required prior to gaining access to **CONTROLLED GOODS AND PROTECTED** information, assets or sites. Consult Part 2 – Bidder Instructions.

In accordance with the Basel Convention, the Canadian Environmental Protection Act (1999), the Export and Import of Hazardous Waste and Hazardous Recyclable Material Regulations SOR/2005-149 and the Operational Requirements of the Government of Canada the sourcing strategy relating to this procurement will be restricted to Canadian companies.

Solicitation No. - N° de l'invitation  
W8482-171396  
Client Ref. No. - N° de réf. du client  
W8482-171396

Amd. No. - N° de la modif.  
File No. - N° du dossier  
W8482-171396

Buyer ID - Id de l'acheteur  
010ism  
CCC No./N° CCC - FMS No./N° VME

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The requirement is subject to the provisions of Agreement on Internal Trade (AIT).

This procurement is subject to the Controlled Goods Program. The *Defence production Act* defines Canadian Controlled Goods as certain goods listed in Canada's Export Control List, a regulation made pursuant to the Export and Import Permits Act (EIPA).

The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the annex titled [Federal Contractors Program for Employment Equity - Certification](#).

### **1.3 Debriefings**

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

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

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

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

The [2003](#) (2016-04-04) 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 only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit 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 PWGSC will not be accepted.

### **2.3 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later 10 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 Ontario.

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 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 14 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

## 2.6 Mandatory Bidders' Conference

A bidders' conference will be held at CFB HALIFAX on **March 27, 2017**. The scope of the requirement outlined in the bid solicitation will be reviewed during the conference and questions will be answered. Bidders who intend to submit a bid must attend or send a representative. Bidders must communicate with the Contracting Authority before the conference to confirm attendance. Bidders must provide, in writing, to the Contracting Authority, the name(s) of the person(s) who will be attending and a list of issues they wish to table no later than **March 20, 2016**.

Bidders will be required to sign an attendance sheet. Bidders should confirm in their bid that they have attended the Bidder Conference. Bidders who do not attend the mandatory bidders' conference or do not send a representative will not be given an alternative appointment and their bid will be declared non-responsive. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

Further information regarding the Bidders' Conference is provided in **Annex "H" - Bidders' Conference and Site Visit Information**.

## 2.7 Mandatory Site Visit

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at CFB HALIFAX on **March 27-31, 2017**

Bidders must communicate with the Contracting Authority no later than **March 20, 2016** to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders will be required to sign an attendance sheet. Bidders should confirm in their bid that they have attended the site visit. Bidders who do not attend the mandatory site visit or do not send a representative will not be given an alternative appointment and their bid will be declared non-responsive. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation

Further information regarding the Mandatory Site Visit is provided in **Annex "H" - Bidders' Conference and Site Visit Information**.

## 2.8 Work Period - Marine

Work must commence and be completed as follows for the former HMCS PRESERVER:

Commence: at contract award date.  
Complete: 18 MONTHS from date of contract award.

The Contractor must remove the former HMCS PRESERVER from the HALIFAX DOCKYARD Jetty no more than 45 calendar days after Contract award.

Work must commence and be completed as follows for the former CFAV QUEST:

Commence: Former CFAV QUEST will be made available to the Contractor on: SEPTEMBER 1, 2017.  
Complete: 18 months from date the former CFAV QUEST is made available to the Contractor.

The Contractor must remove the vessel from the CFB HALIFAX DOCKYARD Jetty no later than 45 calendar days after the former CFAV QUEST has been made available to the Contractor.

By submitting a bid, the Bidder certifies that they have sufficient material and human resources allocated or available and that the above work period is adequate to both complete the known work and absorb a reasonable amount of unscheduled work. If a Dry dock proposal is submitted to conduct the work, proof of use for the duration of the 18 month contract, per ship must accompany the bid. If a beaching scenario is proposed, proof of use for the facility for the entire 18 months per ship must accompany the bid.

## 2.9 Docking Facility Certification

Before contract award, the successful Bidder may be required to demonstrate to the satisfaction of Canada that the certified capacity of the docking facility, including any means or conveyance to remove the vessel from the water, is adequate for the anticipated loading in accordance with the related dry docking plans and other documents detailed in the Contract. The successful Bidder will be notified in writing and will be allowed a reasonable period of time to provide detailed keel block load distribution sketches and blocking stability considerations, along with the supporting calculations to show the adequacy of the proposed docking arrangement.

Before contract award and within 10 calendar days of written notification by the Contracting Authority, the successful Bidder must provide current and valid certification of the capacity and condition of the docking facility to be used for the Work. The certification must be provided by a recognized consultant or classification society and must have been issued within the past two years.

Although a dry docking facility may have a total capacity greater than the vessel to be docked, the weight distribution of the vessel may cause individual block loading to be exceeded. Also, while the physical dimensions of a dry docking facility may indicate acceptability for docking of a specific vessel, other limitations such as spacing of rails on a marine railway, concrete piers of abutments adjoining the dry dock may, preclude the facility from being considered as a possible dry docking site and render the bid non-responsive.

## 2.10 Controlled Goods

As the resulting contract will require the production of or access to controlled goods that are subject to the *Defence Production Act*, R.S. 1985, c. D-1, bidders are advised that within Canada only persons who are registered, exempt or excluded under the Controlled Goods Program (CGP) are lawfully entitled to examine, possess or transfer controlled goods. Details on how to register under the CGP are available at: [Controlled Goods Program](#) and registration is carried out as follows:

- a. When the bid solicitation includes controlled goods information or technology, the Bidder must be registered, exempt or excluded under the CGP before receiving the bid solicitation. Requests for

technical data packages or specifications related to controlled goods should be made in writing to the Contracting Authority identified in the bid solicitation and must contain the CGP registration number or written proof of exemption or exclusion of the Bidder and of any other person to whom the Bidder will give access to the controlled goods.

- b. When the bid solicitation does not include controlled goods information or technology but the resulting contract requires the production of or access to controlled goods, the successful Bidder and any subcontractor who will be producing or accessing controlled goods must be registered, exempt or excluded under the CGP before examining, possessing or transferring controlled goods.
- c. When the successful Bidder and any Subcontractor proposed to examine, possess or transfer controlled goods are not registered, exempt or excluded under the CGP at time of contract award, the successful Bidder and any Subcontractor must, within seven (7) working days from receipt of written notification of contract award, ensure that the required application(s) for registration or exemption are submitted to the CGP. No examination, possession or transfer of controlled goods must be performed until the successful Bidder has provided proof, satisfactory to the Contracting Authority, that the successful Bidder and any Subcontractor are registered, exempt, or excluded under the CGP.

Failure to provide proof, satisfactory to the Contracting Authority, that the successful Bidder and any Subcontractor are registered, exempt or excluded under the CGP, within thirty (30) days from receipt of written notification of contract award, will be considered a default under the resulting contract except to the extent that Canada is responsible for the failure due to delay in processing the application.

Bidders are advised that all information on the Application for Registration (or exemption) Form will be verified and errors or inaccuracies may cause significant delays and/or result in denial of registration or exemption.

### **PART 3 - BID PREPARATION INSTRUCTIONS**

#### **3.1 Bid Preparation Instructions**

- Section I: Technical Bid (3 hard copies) (and 2 soft copies on USB key)
- Section II: Management Bid (3 hard copies) (and 2 soft copies on USB key)
- Section III: Financial Bid (2 hard copies) (and 1 soft copy on USB key)
- Section IV: Certifications (2 hard copies), as required in PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION
- Section V: Additional Information (2 hard copies), as required in PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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) 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](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). 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.

### 3.2 Section I: Technical Bid

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

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

The Bidder must demonstrate to the satisfaction of Canada, that it or its Subcontractor(s), meet each of the mandatory criteria by providing substantial information to describe completely and in detail how the requirement is met or addressed. The elements submitted in response to this RFP will be mandatory deliverables required for contract award and will be required to remain in place for the complete duration of the contract that may result from this solicitation process.

**NOTE: Ship Breaking is defined as the process of systematically scrapping the entire infrastructure of an obsolete vessel by dismantling and disposing or recycling of all its component parts and hazardous materials.**

#### 3.2.1 Ship Breaking Experience

The Bidder must demonstrate their experience and understanding of Ship Breaking by:

- 1) Describing in writing its experience in Ship Breaking projects of similar size and complexity to the former HMCS PRESERVER or CFAV QUEST which have been completed in the last 10 years; and by
- 2) Providing a disposal plan for a project completed in the last 10 years. The disposal plan must have included, at minimum, 5 of the following elements:
  - a. Sequencing Plan: Detailing the sequencing plan for sectional/compartamental deconstruction and Breaking (dismantling and disposal or recycling) of the entire ship. Detail must include the timelines from arrival to the demolition site to project completion;
  - b. Use of Subcontractors: Describe all of the work that was completed by subcontractors;

- c. Conditions Monitoring Procedures: Describe the processes that were in place for monitoring conditions as they related to worker safety and procedures used for addressing and rectifying identified issues (i.e., air quality monitoring, ventilation procedures, fire and first aid procedures);
- d. Hazardous Materials: Describe the procedures and control plans used, including how and where the materials were disposed or recycled;
- e. Permits and Record keeping: describe the process for attaining the appropriate permits and describe the record keeping processes that were in place; and
- f. Destruction of Metals: Detail the processes and equipment used for the dismantling and disposal or recycling of metals.

### **3.2.2 Dead Ship Transfer and Towing Experience**

- 1) The Bidder must demonstrate its experience and understanding of Dead Ship towing by providing a list of Dead Ship tow projects completed within the last 10 years. Dead Ship Condition is defined as the condition under which the main propulsion plant, boilers and auxiliaries are not in operation due to the absence of electrical power.

For each project listed the Bidder must include, at minimum, the following:

- a. Ship's Principal Dimensions;
  - b. Description of the Ship's condition at time of tow; and
  - c. Tow distance and route. Route description must include a detailed description of the process followed for navigation through any controlled waterways or canal systems, including co-ordination with regulatory agencies.
- 2) The Bidder must demonstrate in 3.3.2 section 1) that its experience is commensurate with the length and complexity of the proposed tow of the former HMCS PRESERVER and CFAV QUEST to its Approved Site(s) for Ship Breaking.

### **3.2.3 Environmental Handling Experience**

The Bidder must demonstrate its experience in the handling and disposal of Hazardous Wastes by:

- 1) Describing the environmental management system, modeled on ISO-14001, that it has in place at its Approved Site; and by
- 2) Providing at least one example of a project that required the handling and disposal of Hazardous Wastes and Materials that has been completed within the last 10 years. Bidders must demonstrate in the example(s) provided that the project required handling and disposal of, at minimum, 4 of the following elements:
  - a. Asbestos-containing materials;
  - b. Metals (including lead) in paint;
  - c. Heavy metals in materials (flashing, solder, anodes etc.);
  - d. Polychlorinated Biphenyl (PCB)- containing materials;
  - e. Mercury in electronic products;
  - f. Ozone depleting substances;
  - g. Petroleum oil and lubricant residue and residual;
  - h. Radioactive materials

### 3.2.4 Facilities

The Bidder must provide evidence that it has access to appropriate facilities to complete the Work detailed in **Annex "A" - Statement of Work** by:

- 1) The Bidder must provide a complete description of any temporary storage, unloading or work facility to be used after the transfer of Care and Custody of former HMCS PRESERVER and CFAV QUEST to the Contractor at CFB Halifax and prior to towing the vessel to the Bidder's Approved Site for Ship Breaking. The description and layout must include, at minimum, the following:
  - a. Site map;
  - b. Vessel berthing and staging areas including keel clearances capable of accommodating the former HMCS PRESERVER and CFAV QUEST at each ship's anticipated condition and draft;
  - c. Dismantling area;
  - d. Material holding area;
  - e. Hazardous Materials storage area;
  - f. Controlled Goods storage area;
  - g. Contractor's project office; and
  - h. Canada's project office at the Contractor's Approved Site
  
- 2) Provide a complete description and layout of the Bidder's Approved Site for Ship Breaking including, at minimum, the following:
  - a. Site map;
  - b. Vessel berthing and staging areas including keel clearances capable of accommodating the former HMCS PRESERVER and CFAV QUEST at each ship's anticipated condition;
  - c. Dismantling area;
  - d. Material holding area;
  - e. Hazardous Materials storage area;
  - f. Controlled Goods storage area;
  - g. Contractor's project office; and
  - h. Canada's project office at the Contractor's Approved Site
  
- 3) The Bidder must identify in its bid whether it intends to utilize an along-side area or dry-dock for the Ship Breaking of the former HMCS PRESERVER and CFAV QUEST.

#### 3.2.5a Facilities – Along-side (not applicable to dry dock operations)

For Ship Breaking operations to bid utilizing an along-side area (not applicable to dry dock operations) the Bidder must:

- 1) Provide evidence in the form of a signed statement to certify that the Bidder has uninterrupted access to the along-side area/facility for the entirety of the project in accordance with the Bidder's anticipated schedule and Part 7, Section 7.4.1 Work Period - Marine.

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### **3.2.5b Facilities – Dry Dock (not applicable to along-side operations)**

For Ship Breaking operations to bid utilizing a dry dock (not applicable to along-side operations) the Bidder must:

- 1) Provide evidence in the form of a signed statement to certify that the Bidder has uninterrupted access to the dry dock for the entirety of the project in accordance with the Bidder's anticipated schedule and Part 7, Section 7.4.1 Work Period - Marine;
- 2) Demonstrate that the dry dock is certified and capable of accommodating the former HMCS PRESERVER and CFAV QUEST at the expected conditions during the anticipated Ship Breaking period; and
- 3) Specify the dry dock certification validity period and indicate subsequent inspection schedules.

#### **IMPORTANT NOTICE:**

Although a dry docking facility may have a total capacity greater than the vessel to be docked, the weight distribution of the vessel may cause individual block loading to be exceeded. Also, while the physical dimensions of a dry docking facility may indicate acceptability for docking of a specific vessel, other limitations such as spacing of rails on a marine railway, concrete piers of abutments adjoining the dry dock may preclude the facility from being considered as a possible dry docking site and render a facility inadequate. Consequently, it is recommended that companies exercise due diligence in order to ensure that their facilities will be adequate to dry-dock the former HMCS PRESERVER and CFAV QUEST.

### **3.2.6 Facilities – Permits, Licenses and Certifications for Ship Breaking**

The bidder must demonstrate they are permitted to conducted Ship Breaking operations at their approved site by:

- 1) Describing the procedures in place to ensure that their facility is operated and maintained in a manner that complies with all applicable laws and regulations; and
- 2) Providing copies of all federal/ provincial/ municipal permits and licensing to conduct Ship Breaking at their Approved Site for Ship Breaking. This includes any site-specific permits, licenses, and/or certificates that are in effect or obtained prior to the start of Ship Breaking, including any authorization from a landowner, port or other entity granting authorization to use the facility for Ship Breaking purposes.

### **3.2.7 Facilities – Permits, licenses and certifications for Hazardous Materials handling**

For each of the Hazardous Materials listed in the Environmental Assessment for the former HMCS PRESERVER and CFAV QUEST, the bidder must demonstrate they are permitted to conduct Hazardous Materials handling, transport, treatment, storage and disposal by:

- 1) Describing procedures to ensure that all subcontractors (including those involved in handling, transport, treatment, storage and disposal) hold valid permits, registrations and/or certificates, as applicable for each Hazardous Material listed in the Environmental Assessment; and
- 2) Providing copies of all federal/ provincial/ municipal permits and licensing to conduct handling, transport (from Bidder's Approved Site to HazMat disposal site), treatment, storage and disposal for each of the Hazardous Materials listed in the Environmental Assessment at their Approved Site(s). This includes any site-specific permits, licenses, and/or certificates.

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### 3.2.8 Facilities – Subcontracted Facilities Letter of Agreement

Where the Bidder will be using Subcontractor owned facilities, the Bidder must:

- 1) Provide evidence in the form of a letter, signed by an authorized representative of the proposed Subcontractor, indicating that the Subcontractor has agreed to make the facility available to the Bidder during the anticipated Work Period and in accordance with the Bidder's Preliminary Schedule and Part 7, Section 7.4.1 Work Period - Marine.

### 3.2.9 Subcontractor - List

If the Bidder intends to use Subcontractors to perform any part of the Work, the Bidder must:

- 1) Provide a list of all Subcontractors; and
- 2) For each subcontractor listed, the Bidder must include the following:
  - a. A description of the work to be performed;
  - b. The location of the performance of subcontractor work; and
  - c. Indicate that a Letter of Agreement from the subcontractor is provided with the Bid.

### 3.2.10 Subcontractor – Letters of Agreement

If the Bidder intends to use Subcontractors to perform any part of the Work, the Bidder must:

- 2) Provide evidence in the form of a letter, signed by an authorized representative of the proposed Subcontractor, indicating that the Subcontractor has agreed to perform the Work identified during the anticipated Work Period and in accordance with the Bidder's Preliminary Schedule and Part 7, Section 7.4.1 Work Period - Marine.

### 3.2.11 Preliminary Project Schedule

The Bidder must include with their proposal a Preliminary Schedule in MS Project format or equivalent that clearly demonstrates an understanding of the scope of work.

The Preliminary Project Schedule must indicate the sequence and the completion dates of major project milestones, deliverables, and project tasks based on a contract award as "day 0." The Preliminary Project Schedule must include the Bidder's work breakdown structure, the scheduling of main activities and milestone events, and any potential problem areas involved in completing the Work. The Preliminary Project Schedule must, at minimum, identify all milestones listed in **Annex "B" - Basis of Payment and Milestone Payment Plan and be in accordance with Part 7, Section 7.4.1 Work Period – Marine.**

**NOTE: CANADA will only allow work to be completed at CFB HALIFAX which is required to prepare the vessel for a towing certificate, as required by the Contractor's underwriter's surveyor.**

### 3.2.12 Preliminary Management Plan

The bidder must provide a Preliminary Management Plan that describes the bidders approach and methodology for the Work required in **Annex "A" - Statement of Work** by:

- 1) Indicate the process to move each vessel from CFB HALIFAX to the Bidder's Approved Site for Ship Breaking . For each of the former HMCS PRESERVER and CFAV QUEST the Bidder must:
  - a. Indicate if the vessel will be moved to temporary storage, unloading or work facility prior to being moved to the Bidder's Approved Site for Ship Breaking ; and
  - b. Describe all work that will take place at the temporary storage, unloading or work facility.

- 2) Provide a draft tow plan **for each leg of the tow** to move the vessel from CFB HALIFAX to the Bidder's Approved Site for Ship Breaking by providing a draft tow plan for that demonstrates how the bidder will address each of the following:
  - a. Anticipated schedule and route including safe harbor;
  - b. Surveys required for safe-to-tow certification/Vessel survey for towing;
  - c. Ship condition report;
  - d. Towing arrangement;
  - e. Towing limitations;
  - f. Anticipated draft;
  - g. Chart datum to provide evidence that the chosen route maintains necessary keel clearance at the ship's anticipated draft;
  - h. Stability considerations; including certification of a Naval Architect to attest that the vessel is in a stable and safe condition for the tow.
  - i. Emergency Preparedness Response;
  - j. Oil Pollution Response Plan/Spill Emergency Response Plan;
  - k. Contingency plan in case of breakage of the towline;
  - l. Flood monitoring for vessel when undertow and response plan; and
  - m. Co-ordination with regulatory agencies.
- 3) Outline step-by-step proposed methodology for disposing of the vessel, including specific equipment needed. The description must detail how the vessel structure will be dismantled. The description must also reference how vessel stability will be maintained and monitored during cleaning and disposal activities.
- 4) Details of air quality monitoring onboard the ship during dismantling operations, including a description of the administrative controls to be used in support of the data collected. The Bidder must provide a written procedure identifying how adequate air quality will be provided onboard the vessel and how the records will be maintained.
- 5) Provide details on the process for the removal and destruction of Hazardous Wastes onboard the ship. Bidders must address each of the Hazardous Wastes identified in the Environmental Assessment (EA) provided for the former HMCS PRESERVER and CFAV QUEST. Details for the methods of tracking, transport and destruction of the Hazardous Wastes identified in the EA provided for the former HMCS PRESERVER and CFAV QUEST must be included.

### 3.2.13 Quality Plan

The Bidder must submit a Quality Plan with their bid. The Quality Plan must be in the same format that will be used after award of contract in be in accordance with **Part 7 - Section 7.37 - Quality Plan**.

The Quality Plan may reference other documents. Where referenced documents do not already exist, but are required by the Quality Plan, the plan must identify them and also identify when, how and by whom they will be prepared and approved. The documents referenced in the Quality Plan must be made available within 5 business days when requested by Canada.

### 3.2.14 Health and Safety

The Bidder must demonstrate its commitment to the safety of its workers by providing the following:

- 1) The Bidder must describe in writing the Occupational Health and Safety (OH&S) management system that it has in place at its Approved Site; and
- 2) The Bidder must demonstrate how it protects workers at the Approved Site by identifying procedures for at least 3 of the following elements:
  - a. Gas freeing for burning and welding operations;

- b. Performing burning operations on steel and aluminum covered in layers of paint exceeding 0.5% weight-to-weight of lead;
- c. Asbestos abatement;
- d. Handling PCB laden cabling at a concentration exceeding 50 parts per million by weight of PCBs;
- e. Mold abatement; and
- f. Confined space entry

### **3.2.15 Preliminary Environment Management Plan**

The bidder must submit a preliminary Environmental Protection Plan (EPP) that demonstrates the Bidder's commitment to avoidance of adverse environmental impacts through implementation of best practices rooted in pollution prevention and the promotion of sound environmental practices.

The preliminary Environmental Protection Plan (EPP) must include the following elements:

- a. Description and /or identification of Site(s) for Hazardous Material disposal.
- b. Description and /or identification of any other approved disposal sites. (i.e. municipal landfill site)
- c. Description and /or identification of recycling facility including materials to be recycled as part of this project.
- d. Copy of the asbestos abatement registration certificate.
- e. Description of the method of vessel cleaning. The description must include transportation from the work site to the disposal site and the method of packaging and bundling.
- f. Environmental Contingency Plan – this plan shall indicate the process of how contaminants are to be contained and how to deal with situations involving petroleum product leaks in water or on the ground, ozone depleting substance leaks, or fire on the vessel or explosion. Tools and materials to be used and available on board or on the site of work for the duration of the contract shall be identified.
- g. Provide details on the process for cleaning, removal, and disposal of hazardous materials, hydrocarbon impacted areas and miscellaneous items including, but not limited to; tanks, piping, boilers, engines, shafting, gearing, stern tubes, steering gear, hydraulics, bilge, sonar, areas, black and grey water, hazardous materials, asbestos, polychlorinated biphenyls (PCBs), paint, and other hazardous materials. To also include the engineering controls and personal protective equipment to be used to minimize worker exposure to hazardous materials; and
- h. Vessel flood monitoring and response plan.

## **3.3 Section II: Management Bid**

### **3.3.1 Management Capability**

In their management bid, Bidders must describe their management capability and experience. The Bidder must describe how their previous experience with similar projects will be applied to the Ship Breaking of the former HMCS PRESERVER and CFAV QUEST.

### **3.3.2 Project Management**

The Bidder will be evaluated for its Project Management capabilities. The Bidder must provide:

- 1) Details of its project management system. The project management system must include, at a minimum, a description of the following:
  - a. Risk management system;
  - b. Schedule and planning tools; and
  - c. Cost control and monitoring system.
- 2) At least one example, for a project completed in the last ten years, of project management system documents generated for a Ship Breaking project comparable in scope and complexity to the proposed disposal of the former HMCS PRESERVER and CFAV QUEST, including a written project summary describing in detail the successful experience in planning, organizing and completing the project.

### 3.3.3 Management Team Personnel

The Bidder must provide details of its management organization by providing a recent Management organizational chart that identifies a minimum of 7 management personnel intended on being assigned to this project. Personnel must include:

- a. Finance Manager
- b. Production Manager
- c. Quality Control Manager
- d. Project Manager
- e. Planner/Estimator
- f. Health and Safety Manager
- g. On site Supervisor

### 3.3.4 Project Manager

The Bidder must demonstrate that the proposed Project Manager has completed a minimum of one project in the last ten years similar in scope and complexity to this requirement.

## 3.4 Section III: Financial Bid

### 3.4.1 Financial Bid Presentation

Bidders must submit their financial bid in accordance with **Annex "F" - Financial Bid Presentation Sheet**. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

### 3.4.2 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete **Annex "L" - Electronic Payment Instruments**, to identify which ones are accepted.

If Annex "L" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

### 3.4.3 Exchange Rate Fluctuation

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

### **3.4.4 Financial Security**

Bidders must provide their cost for Financial Security in their Financial Bid, attached at **Annex "F" - Financial Bid Presentation Sheet**, based on the type of Financial Security specified in accordance with Part 6, Article 6.3.

### **3.5 Section IV: Certifications**

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

### **3.6 Section V: Additional Information**

Bidders must submit the certifications and additional information as required in PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

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

### **4.1 Evaluation Procedures**

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

### **4.2 Technical Evaluation**

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

In order to be compliant, Bidder's proposal must, to the satisfaction of Canada, meet all requirements and provide all information required under **Part 3, Section I - Technical Bid**.

### **4.3 Management Evaluation**

#### **4.3.1 Mandatory Management Criteria**

In order to be compliant, Bidder's proposal must, to the satisfaction of Canada, meet all requirements and provide all information required under **Part 3, Section II- Management Bid**.

### **4.4 Financial Evaluation**

#### **4.4.1 Mandatory Financial Criteria**

In order to be compliant, Bidder's proposal must, to the satisfaction of Canada, meet all requirements and provide all information required under **Part 3, Section III - Financial Bid**.

#### **4.4.2 Evaluation of Price**

[A0220T](#) (2014-06-26), Evaluation of Price

### **4.5 Certifications and Additional Information**

In order to be compliant, Bidder's proposal must, to the satisfaction of Canada, meet all requirements and provide all information required under **Part 3, Section IV - CERTIFICATIONS AND ADDITIONAL INFORMATION**.

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#### **4.6 Security, Financial and Other Requirements**

In order to be compliant, Bidder's proposal must, to the satisfaction of Canada, meet all requirements and provide all information required under **Part 3, Section V - SECURITY, FINANCIAL AND OTHER REQUIREMENTS**.

#### **4.7 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 recommended for award of a contract.

### **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 [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 with its bid the required documentation, as applicable, 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 specified will render the bid non-responsive.

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

In accordance with 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

Solicitation No. - N° de l'invitation  
W8482-171396  
Client Ref. No. - N° de réf. du client  
W8482-171396

Amd. No. - N° de la modif.  
File No. - N° du dossier  
W8482-171396

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

([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969#afed](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed)).

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

#### 5.2.3.2 Status and Availability of Resources

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

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

## PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

### 6.1 Security Requirements

1. Before award of a contract, the following conditions must be met:

- (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;

2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

3. For additional information on security requirements, Bidders should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

## 6.2 Financial Capability

*SACC Manual* clause [A9033T](#) (2012-07-16) Financial Capability

## 6.3 Security for Performance

The Bidder must provide evidence with its bid that it can provide Contract Financial Security as outlined in Part 7, Article 7.17. Such evidence must take the form of a letter to be obtained at the sole expense of the Bidder and issued by an approved surety or financial institution on its letterhead to the Minister of Public Works and Government Services and signed by an authorized representative, confirming unequivocally that, upon the Contract being awarded to the Bidder, the surety or financial institution will, upon request, provide the Bidder with a form of Contract Financial Security as outlined above, and setting out, at a minimum, the amount of any such security and that the security will be extended and must not expire before 90 days after the completion date indicated in the contract.

Failure to provide this evidence by the Bidder will result in disqualification of its bid. The cost to the Bidder of the Contract Financial Security is to be indicated in **Annex "F" - Financial Bid Presentation Sheet**.

If this bid is accepted, the Bidder shall be required to provide Contract Financial Security within **ten (10) calendar days** of Contract Award as outlined in Part 7, Article 7.17.

If, for any reason, Canada does not receive, within the specified period, the required Contract Financial Security described above, Canada may accept another offer, seek new bids, negotiate a contract or not accept any bids, as Canada may deem advisable.

### 6.3.1 SACC Manual Clauses

*SACC Manual* clause [E0008T](#) (2014-09-25) Security Deposit Definition – Bid

## 6.4 Controlled Goods Requirement

*SACC Manual* clause [A9130T](#) (2014-11-27) Controlled Goods Program

## 6.5 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 "D" - Insurance Requirements**.

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

## 6.6 Workers Compensation Certification – Letter of Good Standing

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

Solicitation No. - N° de l'invitation  
W8482-171396  
Client Ref. No. - N° de réf. du client  
W8482-171396

Amd. No. - N° de la modif.  
File No. - N° du dossier  
W8482-171396

Buyer ID - Id de l'acheteur  
010ism  
CCC No./N° CCC - FMS No./N° VME

The Bidder must provide, within 5 days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

## 6.7 Valid Labour Agreement

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. Documentary evidence of the agreement or suitable instrument must be provided on or before bid closing date.

## 6.8 Diving Operations

The Contractor shall conduct all diving work to comply fully with the requirements of the Provincial Diving Regulations and CSA Z275.2-04, "Occupational Safety Code for Diving Operations", CSA Z275.4-02, "Competency Standards for Diving Operations" and CSA Z180.1-00, "Compressed Breathing Air and Systems." The Contractor shall comply with Divisions I and II for Type 2 Dives as defined in Part XVIII of the Canada Labour Code for Diving Operations.

Dive personnel shall meet the minimum competency requirements of the CSA Z275.4-02 and all divers must possess a valid Category 1 Diving Certificate.

Divers shall have a current (less than one year) validated medical examination certificate(s) from a licensed Diving Physician in Canada (Prov. Equal) who is knowledgeable and competent in diving and hyperbolic medicine, for all dives.

## PART 7 - RESULTING CONTRACT CLAUSES

\*\*\*\*\*THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT\*\*\*\*\*

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 **Annex "A" - Statement of Work**.

### 7.2 Standard Clauses and Conditions

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

#### 7.2.1 General Conditions

[2030](#) (2016-04-04), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

#### 7.2.2 Supplemental General Conditions

1028 (2010-08-16) Ship Construction – Firm Price, apply to and form part of the Contract.

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

a) Wherever the term "construction" is used, substitute "disposal";

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CCC No./N° CCC - FMS No./N° VME

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b) Section 5, 9 and 12 are deleted.

c) In section 11, delete "Vessel" and substitute "Work";

d) Delete the text for section 10 and replace with:

Until the completion of the Contract, the Contractor is responsible for and must pay all expenses of wharfage, towage, dockage, running lines, electric light, heating water and all other charges, fees, expenses and disbursements for or incidental to the disposal of the Vessel.

If there is a conflict between the provisions of 2003 and this document, this document prevails.

### 7.3 Security Requirements

7.3.1 The following security requirements apply and form part of the Contract.

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid **Designated Organization Screening (DOS)**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

2. This contract includes access to **controlled goods**. Prior to access, the contractor must be registered in the Controlled Goods Program of Public Works and Government Services Canada.

3. The Contractor/Offeror personnel requiring access to sensitive work site(s) must **EACH** hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.

4. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PWGSC.

5. The Contractor/Offeror must comply with the provisions of the:

- (a) Security Requirements Check List and security guide (if applicable), attached at Annex "C";
- (b) Industrial Security Manual (Latest Edition).

### 7.4 Term of Contract

#### 7.4.1 Work Period – Marine

Work must commence and be completed as follows for the former HMCS PRESERVER:

Commence: at contract award date.

Complete: 18 MONTHS from date of removal from CANADA facility.

The Contractor must remove the former HMCS PRESERVER from the HALIFAX DOCKYARD Jetty no more than 45 calendar days after Contract award.

Work must commence and be completed as follows for former CFAV QUEST:

Commence: The former CAVF QUEST will be made available to the Contractor on:

SEPTEMBER 1, 2017.

Complete: 18 months from date of removal from CANADA facility.

The Contractor must remove the vessel from the HALIFAX DOCKYARD Jetty no later than 45 calendar days after EX-QUEST has been made available to the Contractor.

**NOTE: CANADA will only allow work to be completed at CFB HALIFAX which is required to prepare the vessel for a towing certificate, as required by the Contractor's underwriter's surveyor.**

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

## **7.5 Authorities**

### **7.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Russ Passmore  
Marine Systems  
Public Works and Government Services Canada  
Place du Portage III 6C2-26  
Tel: 819-420-2917  
Cell: 613-316-3751  
E-mail: russ.passmore@pwgsc-tpsgc.gc.ca

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

### **7.5.2 Project Authority**

The Project Authority for the Contract is:

*To be completed at contract award.*

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 Quality Assurance Authority (DND) – Canadian-based Contractor**

All work is subject to Government Quality Assurance performed at the Contractor's or Subcontractor's facility, and at the installation site, by the Director of Quality Assurance, or its designated Quality Assurance Representative (QAR).

Director of Quality Assurance  
National Defence Headquarters  
MGen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, ON K1A 0K2  
E-mail: [ContractAdmin.DQA@forces.gc.ca](mailto:ContractAdmin.DQA@forces.gc.ca)

Within forty-eight (48) hours of contract award, the Contractor must contact the QAR. The name, location and phone number of the QAR can be obtained from the nearest National Defence Quality Assurance Region (NDQAR) listed below:

- \_ Atlantic - Halifax 902-427-7224 or 902-427-7150
- \_ Quebec - Montreal 514-732-4410 or 514-732-4477

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- \_ Quebec - Quebec City 418-694-5998, ext. 5996
- \_ National Capital Region - Ottawa 819-939-0168
- \_ Ontario - Toronto 416-635-4404, ext. 6081 or 2754
- \_ Ontario - London 519-964-5757
- \_ Manitoba/Saskatchewan - Winnipeg 204-833-2500, ext. 6574
- \_ Alberta - Calgary 403-410-2320, ext. 3830
- \_ Alberta - Edmonton 780-973-4011, ext. 2276
- \_ British Columbia - Vancouver 604-225-2520, ext. 2460
- \_ British Columbia - Victoria 250-363-5662

The Contractor is responsible for performing, or having performed, all inspections and tests necessary to substantiate that the material or services provided conform to the requirements of the Contract. The Contractor must provide, at no additional cost, all applicable test data, all technical data, test pieces and samples as may reasonably be required by the QAR to verify conformity to the requirements of the Contract. The Contractor must forward at its expense such technical data, test data, test pieces and samples to such location as the QAR may direct.

Quality control, inspection and test records that substantiate conformity to the specified requirements, including records of corrective actions, must be retained by the Contractor for three (3) years from the date of completion or termination of the Contract and must be made available to the QAR upon request.

#### 7.5.4 Procurement Authority

*To be completed at contract award.*

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

#### 7.5.5 Contractor's Representative

*To be completed at contract award.*

### 7.6 Payment

#### 7.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in **Annex "B" - Basis of Payment and Milestone Payment Plan** for a cost of \$ \_\_\_\_\_ (to be filled 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.

#### 7.6.2 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 90 percent of the amount claimed and approved by Canada if:

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

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.

### 7.6.3 Schedule of Milestones

The schedule of milestones for which payments will be made in accordance with the Contract is attached at **Annex "B" - Basis of Payment and Milestone Payment Plan**.

### 7.6.4 Electronic Payment of Invoices – Contract

*(To be completed at contract award.)*

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

### 7.7 Invoicing Instructions

1. The Contractor must submit a claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment.  
Each claim must show:
  - a) all information required on form [PWGSC-TPSGC 1111](#);
  - b) all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
  - c) the description and value of the milestone claimed as detailed in the Contract.
2. Applicable Taxes, must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.
3. The Contractor must prepare and certify one original and two (2) copies of the claim on form [PWGSC-TPSGC 1111](#), and forward it to the Project Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the

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Work takes place.

4. The Project Authority will then forward the original and two (2) copies of the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.
5. The Contractor must not submit claims until all work identified in the claim is completed.

## **7.8 Liens - Section 427 of the Bank Act**

1. If any lien under section 427 of the [Bank Act](#), S.C.. 1991, c. 46, exists in respect to any materials, parts, work-in-process, or finished work for which the Contractor intends to claim payment, the Contractor agrees to inform the Contracting Authority without delay and agrees, unless instructed otherwise by the Contracting Authority, either:
  - a. to cause the bank to remove such lien and to provide the Contracting Authority with written confirmation from the bank; or,
  - b. to provide to the Contracting Authority an undertaking from the bank that the bank will not make any claim under section 427 of the [Bank Act](#) on materials, parts, work-in-process, or finished work in respect of which payment is made to the Contractor under the Contract.
2. Failure to inform the Contracting Authority of such lien or failure to implement paragraph 1(a) or (b) above will constitute default under the default section of the general conditions and will entitle Canada to terminate the Contract.

## **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 \_\_\_\_\_. (*Insert the name of the province or territory as specified by the Bidder in its bid, if applicable.*)

### **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.

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- (a) the Articles of Agreement;
  - (b) the supplemental general conditions 1028 (2010-08-16) Ship Construction - Firm Price, as amended;
  - (c) the general conditions 2030 (2016-04-04) General Conditions - Higher Complexity - Goods;
  - (d) Annex A, Statement of Work;
  - (e) Annex B, Basis of Payment and Milestone Payment Plan;
  - (f) Annex C, Security Requirements Check List;
  - (g) Annex D, Federal Contractors Program for Employment Equity - Certification;
  - (h) Annex E, Insurance Requirements;
  - (i) Annex G, Vessel Transfer Certificates;
  - (j) Annex I, Bidder Questions and Canada Responses; and
  - (k) Annex M, Meeting Agenda and Minutes
  - (l) the Contractor's bid dated \_\_\_\_\_, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award:* ", as clarified on \_\_\_\_\_ " **or** ", as amended on \_\_\_\_\_ " *and insert date(s) of clarification(s) or amendment(s)*).

## 7.12 Defence Contract

SACC Manual clause [A9006C](#) (2012-07-16) Defence Contract

## 7.13 Foreign Nationals (Canadian Contractor)

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

## 7.14 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex "D". 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.

## 7.15 Controlled Goods Program

As the Contract requires production of or access to controlled goods that are subject to the *Defence Production Act* R.S. 1985, c. D-1, the Contractor and any Subcontractor are advised that, within Canada, only persons who are registered, exempt or excluded under the Controlled Goods Program (CGP) are lawfully entitled to examine, possess or transfer controlled goods. Details on how to register under the CGP are available at: <http://ssi-iss.tpsgc-pwgsc.gc.ca/dmc-cgd/index-eng.html>

When the Contractor and any Subcontractor proposed to examine, possess or transfer controlled goods are not registered, exempt or excluded under the CGP at time of contract award, the Contractor and any Subcontractor must, within seven (7) working days from receipt of written notification of the contract award, ensure that the required application(s) for registration or exemption are submitted to the CGP. No examination, possession or transfer of controlled goods must be performed until the Contractor has provided proof, satisfactory to the Contracting Authority, that the Contractor and any Subcontractor are registered, exempt or excluded under the CGP.

Failure of the Contractor to provide proof, satisfactory to the Contracting Authority, that the Contractor and any Subcontractor are registered, exempt or excluded under the CGP, within thirty (30) days from receipt of written notification of contract award, will be considered a default under the Contract except to the extent that Canada is responsible for the failure due to delay in processing the application. The Contractor and any Subcontractor must maintain registration, exemption or exclusion from the CGP for the duration of the Contract and in any event for so long as they will examine, possess or transfer controlled goods.

## **7.16 Limitation of Liability**

- 1) This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its Subcontractors, agents, and representatives, and any of their employees.
- 2) Whether the claim is based in contract, tort, or another cause of action, the Contractor's liability for all damages suffered by Canada caused by the Contractor's performance of or failure to perform the Contract is limited to \$10,000,000.00 per incident or occurrence, to an annual aggregate of \$20,000,000.00 for damages caused in one year of carrying out of the Contract, each such year starting on the date coming into force of the contract or its anniversary, and to a total maximum liability of \$40,000,000.00.

This limitation of the Contractor's liability does not apply to:

- (a) any infringement of intellectual property rights; or
  - (b) any breach of warranty obligations.
- 3) Each Party agrees that it is fully liable for any damages that it causes to any third party in connection with the Contract, regardless of whether the third party makes its claim against Canada or the Contractor. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada for that amount.

## **7.17 Contract Financial Security**

### **7.17.1 Term of Financial Security**

Any bond, bill of exchange, letter of credit or other security provided by the Contractor to Canada in accordance with the terms of the Contract must not expire before 90 days after the completion date indicated in the Contract.

The Contracting Authority may, at its sole discretion, require an extension to the period of the security, for which the Contractor may apply for financial compensation. The Contracting Authority may, at its sole discretion, return the security to the Contractor before the expiration, provided however that no risk will accrue to Canada as a result of this.

### **7.17.2 Contract Financial Security**

1. The Contractor must provide one of the following contract financial securities within 10 calendar days after the date of contract award:
  - a) a performance bond form [PWGSC-TPSGC 505](#) and a labour and material payment bond form

- PWGSC-TPSGC 506, each in the amount of 20 percent of the Contract Price; or
- b) a security deposit as defined in clause E0008C in the amount of 10 percent of the Contract Price.

Any bond must be accepted as security by one of the bonding companies listed in [Treasury Board Contracting Policy, Appendix L](#), Acceptable Bonding Companies.

2. Security deposits in the form of government guaranteed bonds with coupons attached will be accepted only if all coupons that are unmatured, at the time the security deposit is provided, are attached to the bonds. The Contractor must provide written instructions concerning the action to be taken with respect to coupons that will mature while the bonds are pledged as security, when such coupons are in excess of the security deposit requirement.
3. If Canada does not receive the required financial security within the specified period, Canada may terminate the Contract for default pursuant to the Contract default provision.  
Any bond must be accepted as security by one of the bonding companies listed in [Treasury Board Contracting Policy, Appendix L](#), Acceptable Bonding Companies.
2. Security deposits in the form of government guaranteed bonds with coupons attached will be accepted only if all coupons that are unmatured, at the time the security deposit is provided, are attached to the bonds. The Contractor must provide written instructions concerning the action to be taken with respect to coupons that will mature while the bonds are pledged as security, when such coupons are in excess of the security deposit requirement.
3. If Canada does not receive the required financial security within the specified period, Canada may terminate the Contract for default pursuant to the Contract default provision.

### 7.17.3 Security Deposit Definition - Contract

E0008C (2010-08-16) Financial Security Definition

### 7.18 Licensing

The Contractor must obtain and maintain all permits, licenses and certificates of approval required for the work to be performed under any applicable federal, provincial or municipal legislation. The Contractor is responsible for any charges imposed by such legislation or regulations. Upon request, the Contractor must provide a copy of any such permit, license or certificate to Canada.

### 7.19 Sub-contracts and Sub-contractor List

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

When the Contractor sub-contracts work, a copy of the contract is to be passed to the Contracting Authority. In addition, the Contractor must monitor progress of sub-contracted work and inform the Quality Assurance Authority on pertinent stages of work to permit inspection when considered necessary by the Inspection Authority.

### 7.20 Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection

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Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

### **7.21 Environmental Protection**

The Contractor and its sub-contractors engaged in the Work on a Crown vessel must carry out the Work in compliance with applicable municipal, provincial and federal environmental laws, regulations and industry standards.

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

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

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

### **7.22 Government Site Regulations**

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

### **7.23 Access to Facilities and Equipment**

Canada's facilities, equipment, documentation and personnel are not automatically at the disposal of the Contractor. If access to government premises, computer systems (micro computer network), working space, telephones, terminals, documentation and personnel for consultation is required by the Contractor to perform the Work, the Contractor must advise the Contracting Authority of the need for such access in a timely fashion. If the Contractor's request for access is approved by Canada and arrangements are made to provide access to the Contractor, the Contractor, its Subcontractors, agents and employees must comply with all the conditions applicable at the Work site. The Contractor must further ensure that the facilities and equipment are used solely for the performance of the Contract.

### **7.24 Scrap and Waste Material**

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

### **7.25 Hazardous Waste**

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

2. The price includes all costs associated with the removal, handling, storage, disposal and/or working in the vicinity of hazardous materials such as asbestos, lead, PCBs, silica and other hazardous materials or toxic substances on board the vessel, including those costs resulting from the need to comply with

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applicable laws and regulations in relation to the removal, handling, disposal or storage of hazardous materials or toxic substances.

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

### **7.26 Hazardous Waste Disposal**

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

### **7.27 Fire Protection, Fire Fighting and Training**

The Contractor must maintain in force their fire protection, firefighting and training procedures through the course of the Contract.

### **7.28 Care, Custody and Control**

Refer to **Annex "G" - VESSEL TRANSFER CERTIFICATES**.

### **7.29 Work Site Access**

Authorized representatives of Canada must have access to any site where any part of the Work is being carried out at any time during working hours to make examinations and such tests of the Work as they may think fit.

### **7.30 Vessel - Access by Canada**

Canada reserves the right to have its personnel carry out limited work on equipment on board the vessel. This work will be carried out at times mutually acceptable to Canada and the Contractor.

### **7.31 Title to Property - Vessel**

If the Contractor is in default in carrying any of its obligations under the Contract, Canada, or its agents, will have the immediate right to enter the shipyard, without first obtaining a court order, to take possession of the vessel and all other property of Canada, including, but not limited to, work-in-process located on the premises, and to perform any further work required to enable the vessel and other such property to be removed from the shipyard.

### **7.32 Stability**

B6100C (2008-05-12) - Stability

### **7.33 Docking Facility Certification**

B9006T (2008-05-12) - Docking Facility Certification

### **7.34 Release Documents**

#### **7.34.1 Release Documents – Distribution**

D5620C (2012-07-16) - Release Documents – Distribution

### 7.34.2 Release Documents (DND) - Canadian-based Contractor

D5606C (2012-07-16) - Release Documents (DND) - Canadian-based Contractor

### 7.35 Meetings

#### 7.35.1 Contract Award Meeting

A contract award meeting chaired by the Contracting Authority may be held at a time to be determined. At the meeting, the contractor will table its management organisation chart and may introduce the referenced personnel. Parties will review/discuss the "after contract award" deliverables and will present ways forward.

#### 7.35.2 Progress Meeting

Progress meetings, chaired by the Contracting Authority, will take place at the Contractor's facility as and when required, generally once a month. Interim meetings may also be scheduled. Contractor's attendees at these meetings will, as a minimum, be its Contract (Project) Manager, Production Manager (Superintendent) and Quality Assurance Manager. Progress meetings will generally incorporate technical meetings to be chaired by the Project Authority.

During all meetings and reviews at the Contractor's facility, the Contractor shall provide Canada with a suitable meeting room to caucus and access to a telephone, fax, PC workstation, printer and photocopier.

The Contractor shall provide Agendas in accordance with **Annex "M" – Meeting Agenda and Minutes** unless expressly excused by the Contracting Authority.

The Contractor shall provide Meeting Minutes in accordance with **Annex "M" – Meeting Agenda and Minutes** for all meetings, unless expressly excused by the Contracting Authority. The Contractor shall include as part of the minutes, a record of decisions. Canada and the Contractor shall sign off minutes upon completion of all meetings.

#### 7.35.3 Progress Review Meetings

Progress review meeting shall encompass total project status as of the review date. The Contractor, at a minimum, must report on the following:

- a. Progress to date;
- b. Variation from planned progress and the corrective action to be taken during the next reporting period;
- c. A general explanation of foreseeable problems and proposed solutions, including an assessment of their impact on the contract in terms of schedule, technical performance and risk. The proposed solution should include the effort involved and the consequences to the schedule (Risk Register);
- d. Proposed changes to the schedule;
- e. Progress on action items, problems or special issues;
- f. Deliverables submitted prior to PRM;
- g. Milestones (technical and financial);
- h. Activities planned for the next reporting period;
- i. Status of any change notifications and requests;
- j. Any changes to the PMP; and
- k. Other business as mutually agreed to by CANADA and the Contractor.

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### 7.36 Progress Reports

1. The Contractor must submit monthly reports, in electronic format, on the progress of the Work, to both the Project Authority and the Contracting Authority.
2. The progress report must contain three parts:
  - a. Part 1: The Contractor must answer the following three questions:
    - i. Is the project on schedule?
    - ii. Is the project within budget?
    - iii. Is the project free of any areas of concern in which the assistance or guidance of Canada may be required?Each negative response must be supported with an explanation.
  - b. Part 2: A narrative report, brief, yet sufficiently detailed to enable the Project Authority to evaluate the progress of the Work, containing as a minimum:
    - i. A description of the progress of each task and of the Work as a whole during the period of the report. Sufficient sketches, diagrams, photographs, etc., must be included, if necessary, to describe the progress accomplished.
    - ii. An explanation of any variation from the work plan.
    - iii. A description of trips or conferences connected with the Contract during the period of the report.
    - iv. A description of any major equipment purchased or constructed during the period of the report.

### 7.37 Quality Plan

No later than 15 days after the effective date of the Contract, the Contractor must submit for acceptance by Canada a Quality Plan prepared according to the latest issue (at contract date) of ISO 10005:2005 "Quality management systems - Guidelines for quality plans". The Quality Plan must describe how the Contractor will conform to the specified quality requirements of the Contract and specify how the required quality activities are to be carried out, including quality assurance of Subcontractors. The Contractor must include a traceability matrix from the elements of the specified quality requirements to the corresponding paragraphs in the Quality Plan.

The documents referenced in the Quality Plan must be made available when requested by Canada.

If the Quality Plan was submitted as part of the bidding process, the Contractor must review and, where appropriate, revise the submitted plan to reflect any changes in requirements or planning which may have occurred as a result of pre-contract negotiations.

Upon acceptance of the Quality Plan by Canada, the Contractor must implement the Quality Plan. The Contractor must make appropriate amendments to the Quality Plan throughout the term of the contract to reflect current and planned quality activities. Amendments to the Quality Plan must be acceptable to Canada.

### 7.38 ISO 9001:2008 Quality Management Systems - Requirements (Quality Assurance Code Q)

In the performance of the Work described in the Contract, the Contractor must comply with the requirements of: *ISO 9001:2008 - Quality management systems - Requirements*, published by the International Organization for Standardization (ISO), current edition at date of submission of Contractor's bid. It is not intended that the Contractor be registered to ISO 9001; however, the Contractor's quality management system must address all requirements appropriate to the scope of the Work. Only exclusions in accordance with clause 1.2 of ISO 9001 are acceptable.

Assistance for Government Quality Assurance (GQA)

Solicitation No. - N° de l'invitation  
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Client Ref. No. - N° de réf. du client  
W8482-171396

Amd. No. - N° de la modif.  
File No. - N° du dossier  
W8482-171396

Buyer ID - Id de l'acheteur  
010ism  
CCC No./N° CCC - FMS No./N° VME

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The Contractor must provide the Quality Assurance Representative (QAR) with the accommodation and facilities required for the proper accomplishment of GQA and must provide any assistance required by the QAR for evaluation, verification, validation, documentation or release of product.

The QAR must have the right of access to any area of the Contractor's or Subcontractor's facilities where any part of the Work is being performed. The QAR must be afforded unrestricted opportunity to evaluate and verify Contractor conformity with quality system procedures and to validate product conformity with the requirements of the Contract. The Contractor must make available for reasonable use by the QAR the equipment necessary for all validation purposes. Contractor personnel must be made available for operation of such equipment as required.

When the QAR determines that GQA is required at a Subcontractor's facilities, the Contractor must provide for this in the purchasing document and forward copies to the QAR, together with relevant technical data as the QAR may request.

The Contractor must notify the QAR of non-conforming product received from a Subcontractor when the product has been subject to GQA.

For the design, development or maintenance of software, the Contractor must interpret the requirements of ISO 9001:2008 "Quality management systems - Requirements", according to the guidelines of the latest issue (at contract date) of ISO/IEC 90003:2004 "Software engineering - Guidelines for the application of ISO 9001:2000 to computer software".

### **7.39 Project Schedule**

The Contractor must provide a detailed project schedule in MS Project format or equivalent to the Contracting Authority and the Project Authority five (5) days after award of Contract.

The Project Schedule must indicate the sequence and the completion dates of major project milestones, deliverables, and project tasks based on a contract award as "day 0." The Preliminary Project Schedule must include the Bidder's work breakdown structure, the scheduling of main activities and milestone events, and any potential problem areas involved in completing the Work. The Project Schedule/Plan must, at minimum, identify all milestones and include target dates for each listed in **Annex "B" - Basis of Payment and Milestone Payment Plan and be in accordance with Part 7, Section 7.4.1 Work Period – Marine.**

NOTE: Canada will only allow work at the CFB HALIFAX that is required to prepare the vessel for a towing certificate, as required by the Contractor's underwriter's surveyor.

The schedule is to be regularly updated and available in the Contractor's office for review by Canada's authorities to determine the progress of the Work.

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Buyer ID - Id de l'acheteur  
010ism  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX "A" - STATEMENT OF WORK**

# **DISMANTLING / DISPOSAL OF SHIPS**

## **Former HMCS *PRESERVER* (PRE) And Former CFAV *QUEST***

Specification

Date: 13 FEB 2017

## ANNEX A

### Reference Documents

#### Protecteur Class

509-H-02-51430-01, PTR Class Docking Plan

HMCS PRESERVER SABILITY DATA/DRAWING

509-H-27-41297-01, PRE Mooring and Towing Arrangement

9251641, PRE General Arrangement (6 Sheets)

9665018, PTR Class Incident Board

Protecteur Class Manual of Trim and Stability- will be made available upon confirmation that contractor is controlled goods certified

#### AGOR –CFAV QUEST

201-H02-4200, Docking Plan (3 shts)

AVOR-MTS-01, Quest Stability Data/Drawing

9659165, General Arrangement

9659230, Fire Fighting Arrangement

CFAV QUEST Manual of Trim and Stability- will be made available upon confirmation that contractor is controlled goods certified

#### Critical Electronic Documentation, Reports that form part of this Statement of Work:

**Doc 1** Former HMCS *PRESERVER* - Controlled Goods Removal and Disposal Instructions

**Doc 2** Former CFAV *QUEST* - Controlled Goods Removal and Disposal Instructions

**Doc 3** Former HMCS *PRESERVER* – Museum Material Removal and Return Instructions

**Doc 4** Former CFAV *QUEST* – Museum Material Removal and Return Instructions

**Doc 5** Former HMCS *PRESERVER* - Environmental Assessment

**Doc 6** Former CFAV *QUEST* - Environmental Assessment

## ANNEX A

### 1.0 PROJECT OVERVIEW

#### 1.1 Introduction

This SOW is for the dismantling and disposal of (1) PROTECTEUR Class ship and (1) Auxiliary General Oceanographic Research (US DoD) Oceanographic Research Ship (DND) Specifically they are, Former HMCS *PRESERVER*, and Former CFAV *QUEST*.

The Former HMCS *PRESERVER* and Former CFAV *QUEST* are located at HMC Dockyard Halifax, NS.

The Contractor is to prepare each ship for transfer, transfer it to the Approved Site, demilitarize the controlled goods, return the museum material, and subsequently dismantle (dispose/recycle) the vessel in an efficient and environmentally responsible manner that is conforming to Canadian Laws and the terms of the contract.

#### 1.2 Background

Former HMCS *PRESERVER*

The Former HMCS *PRESERVER* was built by Saint John Drydock and Shipbuilding Co. Ltd. The ship was commissioned 07 August 1970. She was last refit in HALIFAX, NS, at IRVING Shipyards in 2011 and reactivated to high readiness in summer of 2011. Former HMCS *PRESERVER* last sailed in 2014, but remained alongside Halifax as a fueler for the Fleet, using only her electric fueling pumps. She last pumped fuel in September 2016. All fuel tanks were pumped dry at that time. Her decommissioning and paying off ceremony was 21 October 2016. The current homeport of the Former HMCS *PRESERVER* is Canadian Forces Base (CFB) Halifax NS.

A database reflecting all spares and fitted systems to be removed has been prepared, and is referred to as the Master Equipment List (MEL). The database illustrates all systems and subsystems by Equipment Register Numbers (ERN), North Atlantic Treaty Organisation Stock Numbers (NSNs) and includes the location on board and accompanying pictures of the equipment.

In preparation for the disposal of the Former HMCS *PRESERVER* a formal and comprehensive Environmental Assessment (EA) has been carried out on board the ship. All environmental samplings have been verified by a third party for completeness. The EA for Former HMCS *PRESERVER* is included as a reference to this SOW. The EA is designed as a tool to help in the bid, and it is a snapshot of the ship at this time. Further comprehensive sampling may have to be done by the winning bidder.

The following controlled waste materials are present on the ships and the appropriate mitigation measures for each must be addressed by the Contractor:

- Mold is may be present on the ship;
- Asbestos-containing materials;
- Metals (including lead) in paint;
- Heavy metals in materials (flashing, solder, anodes etc.);
- Polychlorinated Biphenyl (PCB)-containing materials including PCBs in paint and cabling coating, and suspected to be in ventilation gasket;
- Mercury in electronic products;
- Ozone depleting substances (possible);
- Petroleum oil and lubricant residue;
- Silica – boiler brickwork.

**Health and Safety:** The possibility exists that asbestos and/or PCBs may be present. None of the ladders, guardrails, lifting or towing points remain in certification.

## ANNEX A

### Former CFAV *QUEST*

The Former CFAV *QUEST* is an Auxilliary General Oceanographic Research (US DoD) Oceanographic Research Ship (DND), and is now known as Former CFAV *QUEST*. She was built at Burrard Dry Dock Ltd, laid down 02 Oct 1967, and launched 09 July 1968. She was commissioned at Burrard Dry Dock 21 August 1969. The current homeport of the Former CFAV *QUEST* is Canadian Forces Base (CFB) Halifax NS. The last refit was conducted in 2013, and she stopped sailing in 2014.

In preparation for the disposal of the Former CFAV *QUEST* a formal and comprehensive Environmental Assessment (EA) has been carried out on board the ship by Naval Engineering Test Establishment (NETE) All environmental samplings have been verified by a third party for completeness. The EA for Former CFAV *QUEST* is included as a reference to this SOW.

A database reflecting all spares and fitted systems to be removed has been prepared. The database illustrates all systems and subsystems by Equipment Register Numbers (ERN), North Atlantic Treaty Organisation (NATO) Stock Numbers (NSNs) and includes the location on board and accompanying pictures of the equipment.

The following controlled waste materials are present on the ships and the appropriate mitigation measures for each must be addressed by the Contractor:

- Mold may be present throughout the vessel;
- Asbestos-containing materials;
- Metals (including lead) in paint;
- Heavy metals in materials (flashing, solder, anodes etc.);
- Polychlorinated Biphenyl (PCB)-containing materials including PCBs in paint and cabling coating, and suspected to be in ventilation gasket.
- Mercury in electronic products;
- Ozone depleting substances (possible);
- Petroleum oil and lubricant residue;
- Silica – boiler brickwork.

**NOTE:** None of the ladders, guardrails, lifting or towing points remain in certification on either Former HMCS *PRESERVER* or Former CFAV *QUEST*.

## 2.0 PREAMBLE

### 2.1 Particulars of the Vessel



Type Name	The Canadian Forces Auxiliary Vessel QUEST (AGOR- 172)
Name	CFAV QUEST
Year Built	Commissioned 21 AUGUST 1969
Principal Dimensions	
Length O.A	71.6m (235 ft)
Length B.P.	
Breadth Moulded	12.8 m (42 ft)
Depth Mld.	4.6m (15 ft)
Tonnages:	
Displacement	Approximately 2130 tons

## ANNEX A

MAIN POWER: *Quest* is a diesel electric, twin shaft, twin rudder ship. She is equipped with two 10-cylinder Fairbanks-Morse 38D8 driving two GE electric motors. This gives the ship a speed of 15 knots (28 km/h; 17 mph). The vessel has an effective range of 10,000 nautical miles (19,000 km; 12,000 mi) at 12 knots (22 km/h; 14 mph) for 35 days.

ELECTRICAL: (2) two Detroit Diesel Generators, and (!) Solar Saturn Gas turbine generator.



Type Name	The Protecteur-class replenishment oilers
Name	HMCS PRESERVER
Year Built	Commissioned 07 August 1970
Principal Dimensions	
Length O.A	171.9 m (564 ft)
Length B.P.	162.5 m (533 ft)
Breadth Moulded	23.2 m (76 ft)
Depth Mld.	12.3 m (40.5 ft)
Tonnages:	
Displacement	Approximately 22,200 LT

## 2.2 Definitions

### Acronyms

AGOR	Auxiliary General Oceanographic Research (US DoD)
ACGIH	American Conference of Governmental Industrial Hygienists
ACM	Asbestos Containing Materials
CSODV	Clean-up Standard for Ocean Disposal of Vessel, Environment Canada
CGODV	Clean-up Guideline for Ocean Disposal of Vessel, Environment Canada
CFAV	Canadian Forces Auxiliary Vessel
DND	Department of National Defence
HMCS	Her Majesty's Canadian Ship
HSP	Health and Safety Plan
HSRT	Health and Safety Response Team
IA	Inspection Authority (NDQAR and/or FLEETWAY Personnel)
IEC	Environment Canada Designated Inspector
LCM	Lead Containing Materials
MSDS	Materials Safety Data Sheet
NDQAR	National Defence Quality Assurance Representative
OH&S	Occupational Health and Safety
OD box	Oil Distribution box
PCB	Polychlorinated Biphenyls

## ANNEX A

Port	Port side
PRE	PRESERVER
PRO	PROTECTEUR
PWGSC	Public Works and Government Services Canada
SOIQ	Solicitation of Interest Qualification
Stbd	Starboard side
TCMS	Transport Canada Marine Safety
U/W	Underwater
WCB	Worker's Compensation Board
WHMIS	Workplace Hazardous Materials Identification System

### Definitions

“**Approved Site**” is any site or facility where the processes occur for cutting up the ship, handling and disposal of the hazardous waste and where the recycled materials are recycled. It includes a shipyard, dock, drydock or other facility where a ship is stripped and disassembled, and facilities or sites for the disposal of hazardous wastes or other wastes which are authorized or permitted to operate for this purpose by a relevant authority of the province where the site or facility is located.

“**Contractor**” is the legal entity that will contract with Canada to undertake the work.

“**Controlled goods**” are materiel assets designated as controlled goods, as defined in Part 2 of the *Defence Production Act*,

“**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. This includes the Canadian federal government, the provincial governments in which the Approved Site reside, the local governments in which the Approved Site reside, as well as international conventions that have been adopted by the Government of Canada. Controlled wastes include hazardous wastes, non-hazardous, regulated wastes (such as asbestos-containing materials), recyclable materials and non-hazardous, unregulated wastes.

“**Demilitarization**” is an action that renders an item unusable for its intended military or strategic purpose and that is irreversible.

“**Hazardous waste**” is defined by the regulations of the government having jurisdiction at the Approved Site as defined above.

“**Hazardous material**” is any material that may pose a hazard to workers during the work.

“**ITAR**” is the U.S International Traffic in Arms Regulations that control the export and import of defence articles and services.

“**Museum material**” is material that will be removed by the Contractor, returned to DND and is owned by DND.

“**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.

“**Recyclable Owner**” of all Recyclable material is the Contractor, unless the Recyclable material is Museum material.

“**Waste**” means any material that requires disposal but is not a hazardous waste as defined by the jurisdiction at the location of the approved site.

“**Waste Owner**” The Contractor is the Waste Owner after ownership of the waste is passed to the Contractor direct from DND to the Contractor upon Contract Award.

## ANNEX A

### 2.3 Standards, Regulations, and Codes

The following legislative, code and standards shall be in effect for this project.

Environment Act 1994-95, c. 1, s. 1. of the Province of Nova Scotia

Environment Act of the province where the Approved Site is located (to be completed at time of Contract Award) \_\_\_\_\_

Fishing and Recreational Harbor Act and Regulations

Canadian Environmental Protection Act (CEPA 1999)

Canadian Environmental Assessment Act (CEEA)

Clean-Up Standard for Ocean Disposal of Vessel, Environment Canada, December 2007

Clean-Up Guideline for Ocean Disposal of Vessel, Environment Canada, July 2001

Basel Convention on the Control of Trans boundary Movements of Hazardous Wastes and their Disposal

Export and Import of Hazardous Waste and Hazardous Recyclable Material

Regulations, CEPA 1999

Transportation Act/Regulations of Dangerous Goods

Canadian Fisheries Act

Nova Scotia Occupational Health and Safety Act and Regulations

Occupational Health and Safety Act and Regulations of the province where the Approved Site is located (to be completed at time of Contract Award) \_\_\_\_\_

Asbestos Abatement Regulations, 111/98

Labour Standards Code of the province where the Approved Site is located (to be completed at time of Contract Award) \_\_\_\_\_

TP 127 Ship Electrical Standard

Collision Regulations CSA

Canada Shipping Act

Provincial Government, Workers' Compensation Board

Municipal Statutes and Authorities

Any other Local, Municipal, Provincial and Federal Code, Standard, Regulation, Guideline, By-law or Ordinance having jurisdiction.

Defence Production Act (DPA)

## ANNEX A

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

These standards shall be considered an integral part of the specifications and shall be read in conjunction with the drawings and specifications. The Contractor shall be familiar with their contents and requirements as related to the work and materials specified. Additionally, the Contractor shall adhere to any other Federal, Provincial and Local regulations that apply to this work.

### **3.0 DISPOSAL**

#### **3.1 General**

The Contractor will assume any expenses in relation to the work described in this specification and will be responsible for any item's cost of cleaning and removing as defined in this specification.

#### **3.2 Salvage / Recycling**

All controlled goods, hazardous material, waste, debris and hydrocarbon-based fluid shall be removed from the vessel and disposed of in accordance with provincial and federal regulations. All structural components above the main deck, from the main deck to the keel and all equipment, machinery and other components installed on or contained in the structure shall be cleaned, removed, recycled, reused and / or disposed of in accordance with applicable regulations.

CANADA assumes no responsibility for the quality or quantity of any material to be removed under this project. Any assumptions made regarding the salvage value of any and all materials under this contract are by the Contractor only. All estimates of quality and quantity of salvaged materials are to be made by the Contractor. No consideration for payment will be made to the Contractor as a result of the Contractor receiving less than assumed salvage value of any materials. The Contractor is free to take its own samples of material onboard the vessel during the arranged site visit for the purpose of determining the quality and quantity of waste onboard.

The vessel shall not be sold to a broker and shall be disposed/recycled in accordance with the intent of this specification.

Note: The Contractor should consult with the Provincial Department of Environment and Conservation on whether proposed salvage activities require registration under the Provincial Environmental Assessment Regulations. Should the project require registration and an environmental assessment, the Contractor shall include the appropriate timeline for project release from the Province in the schedule prior to start of the work.

### **4.0 QUALITY MANAGEMENT REQUIREMENTS**

The Contractor must have in place a quality management system consistent with the procedures required for the Quality Management System ISO 9001-2008 – Requirements published by the International Organization for Standardization (ISO) with the exclusion of requirement 7.3 – Design and Development. It is not the intent of this clause to require that the Contractor be registered to the applicable standard; however, the Contractor's quality management system must address each requirement contained in the standard. The Inspection Authority must have the right of access to any area of the Contractor's or Subcontractor's facilities where any part of the Work is being performed. The Inspection Authority must be afforded unrestricted opportunity to evaluate and verify Contractor conformity with Quality System procedures and to validate conformity with contract requirements.

## ANNEX A

### 5.0 OCCUPATIONAL HEALTH AND SAFETY REQUIREMENTS

#### 5.1 General

The Contractor shall comply with the Occupational Health and Safety Laws and Regulation in force in the province or provinces in which work will be undertaken. Custody of the vessel direct from CANADA to the Contractor will take place at the time of transfer of Care and Custody of the Ship to the Contractor and from that point on, the Provincial Occupational Health and Safety Laws and Regulations will take precedence over the Canada Labour Code Part II. The Canada Shipping Act requirements still apply to hazardous activities on the Vessel.

A CANADA representative may do periodic checks to see if the work site is in compliance with all health and safety requirements.

#### 5.2 Responsibility

The Contractor shall be responsible for health and safety of persons on each site, of property and for protection of persons and public circulating adjacent to work operations to extent that they may be affected by conduct of the Work.

The Contractor shall enforce compliance by all workers, subcontractors and other persons granted access to each work site with safety requirements of Contract Documents, applicable Federal, Provincial, and local statutes, regulations, and ordinances, and with the site-specific Health and Safety Plan.

#### 5.3 Site Control and Access

The Contractor shall:

- a. Control the work site and entry points to inspection/work areas.
- b. Delineate and isolate inspection/work areas from other areas of site by use of appropriate means.
- c. Post notices and signage at entry points and at other strategic locations identifying entrance onto site to be restricted to authorized persons only.
- d. Approve and grant access to the work site only to workers and authorized persons.
- e. Immediately stop unauthorized persons from circulating in inspection/work areas and remove them from the site.
- f. Provide site safety orientation to all persons before granting access. Advise of site conditions, hazards and mandatory safety rules to be observed on site.
- g. Secure work site at night time to extent required to protect against unauthorized entry. Provide security guard where protection cannot be achieved by other means.
- h. Ensure persons granted access to site wear appropriate personal protective equipment (PPE) suitable to work and site conditions.
- i. Provide such PPE to authorized persons who require access to perform inspections or other approved purposes.

## ANNEX A

### 5.4 Hazard Assessments

The Contractor shall implement and carry out a Health and Safety Hazard Assessment program as part of the work.

The program is to include:

- a. The Contractor shall conduct a site specific Health and Safety Hazard Assessment before commencing the project and during the course of work, identifying risks and hazards resulting from site conditions, weather conditions and work operations.
- b. The Contractor shall perform ongoing assessments addressing new risks and hazards as work progresses.
- c. The Contractor shall conduct hazard assessment when the scope of work has been changed and when potential hazard or weakness in current health and safety practices are identified by an inspector or by an authorized safety representative. Potential hazards must be identified and addressed in the project specific Health and Safety Plan.

### 5.5 Health and Safety Meetings

The contractor shall provide site safety orientation to all workers and other authorized persons prior to granting them access to the vessel.

Specific occupational health and safety meetings are to be conducted by the Contractor in accordance with the Provincial Occupational Health and Safety requirements.

### 5.6 Health and Safety Plan

The contractor shall develop a written, site-specific Project Health and Safety Plan (HSP) for the Approved Site or Sites where work is to take place including the DND wharf, based on their site specific Health and Safety Hazard Assessment Program per Paragraph 5.4 above, prior to commencement of work.

The Contractor shall provide key personnel in their management organization to deal with Health and Safety related issues. The names and addresses and a 24/7 telephone number of the responsible team shall be provided to the Crown. The Health and Safety Response Team (HSRT) shall be instructed on how to initiate first action in the case where petroleum or hazardous discharge occurs or in which any other situation, incident or accident should occur. The Contractor shall provide a revised list of names in the event of personnel changes in the HSRT. The Contractor is responsible for the health and safety of all workers, subcontractors and other persons granted access to the work site and shall provide a project specific Health and Safety Plan to the Crown in accordance with the specification. The HSP shall give detailed procedures on all potential project hazards including but not limited to:

- a. Work in Confined and Enclosed Space.
- b. Diving Operations.
- c. Working in close proximity to water.
- d. Scaffolds, Ladders and other aloft working surfaces.
- e. Cutting, welding and heating.
- f. Personnel protective Equipment.
- g. Fall Protection.
- h. Gear and Equipment for rigging and handling material.
- i. Air quality measurement and log keeping.
- j. Escape route from work area and location of First Aid Station.
- k. Lead exposure control plan
- l. PCB exposure control plan.
- m. Mold exposure control plan, and
- n. Mercury and heavy metals exposure control plan.

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The HSP shall contain three (3) parts with following information:

### Part 1 - Hazards

List of individual health risks and safety hazards identified by hazard assessment process.

### Part 2 - Safety Measures

Engineering controls, personal protective equipment and safe work practices used to mitigate hazards and risks listed in Part 1 of Plan.

### Part 3a - Emergency Response

Detail standard operating procedures, evacuation procedures and emergency procedures in the occurrence of an accident, incident or emergency.

- Include response to all hazards listed in Part 1 of Plan.

- Evacuation measures to complement the Facility's existing Emergency Response and

Evacuation Plan should one exist.

- List names and telephone numbers of officials to contact including:

- a. Contractor and all Subcontractors.
- b. Federal and Provincial Departments as stipulated by laws and regulations of authorities having jurisdiction and local emergency resource organizations, as needed based on nature of emergency.
- c. Officials from CANADA as provided.

### Part 3b – HSP Site Communications

Procedures used on site to share work related safety issues between workers, subcontractors, and General Contractor.

The Contractor shall prepare the HSP in a three column format, addressing the three parts specified above, as follows:

Column 1	Column 2	Column 3
Part 1	Part 2	Part 3a/3b
Identified Hazard	Control Measures	Emergency Measures & Implemented Communications

The Contractor shall develop the HSP in collaboration with subcontractors. The HSP shall address work activities of all trades.

The Contractor shall revise and update the HSP as required.

The Contractor shall implement and enforce compliance with requirements of the HSP for entire duration of work to completion.

As work progresses, the Contractor shall review and update the HSP to address additional health risks and safety hazards identified by ongoing hazard assessments.

## ANNEX A

The Contractor shall post copy of the HSP and all updates at the site.

Note: Submission of the Health and Safety Plan and any subsequent updates to CANADA is for review and information purposes only. CANADA'S receipt and review, including any comments made on the H&S Plan shall not be construed to imply approval in part, or in whole, of the HSP by CANADA, and shall not be interpreted as a warranty of the HSP being complete and accurate, or as a confirmation that all health and safety requirements of the work has been addressed or that the HSP is legislatively compliant. Furthermore, CANADA'S review of the Plan shall not relieve the Contractor of any of his/her legal obligations for Occupational Health and Safety provisions specified as part of the Work and those required by provincial legislation or those which would otherwise be applicable to the site of the work.

### 5.7 Safety Supervision and Inspections

The contractor shall designate one person to be present at the work site who is responsible for supervising health and safety of the Work. The person is to be certified and competent in Occupational Health and Safety as defined in the Provincial Occupational Health and Safety Act.

The contractor shall assign responsibility, obligation and authority to such designated person to stop work as deemed necessary for reasons of health and safety.

The Contractor shall conduct regularly scheduled informal safety inspections of work site, note deficiencies and remedial action taken in a log book or diary and keep inspection reports at the site.

### 5.8 Training

The Contractor shall ensure that all workers and other persons granted access to each site are competently trained and knowledgeable on:

- a. Safe use of tools and equipment.
- b. How to wear and use personal protective equipment (PPE).
- c. Safe work practices and procedures to be followed in carrying out work.
- d. Site conditions and minimum safety rules to be observed on site, as given at site orientation sessions.
- e. WHMIS training for the applicable hazardous materials.

### 5.9 Accident Reporting

The Contractor shall investigate and report the following incidents and accidents:

- a. Those as required by Provincial Occupational Safety and Health Act and Regulations.
- b. Injury requiring medical aid as defined in the Canadian Dictionary of Safety Terms-1987, published by the Canadian Society of Safety Engineers (C.S.S.E) as follows:
  - (1) Medical Aid Injury: any minor injury for which medical treatment was provided and the cost of which is covered by Workers' Compensation Board of the province in which the injury was incurred.
  - (2) Property damage in excess of \$5000.00.
  - (3) Those which require notification to Workers Compensation Board or other regulatory agencies as stipulated by applicable law or regulations.

The Contractor shall send written reports to CANADA for all above cases.

### 5.10 Site Records

The Contractor shall maintain on each site a copy of all health and safety documentation and reports specified to be produced as part of the work and received from authorities having jurisdiction. The Contractor shall upon request, make available to authorized safety representative, for review.

## ANNEX A

### 5.11 Non-compliance

The Contractor shall immediately address and correct health and safety violations and non-compliance issues.

Negligence or failure to follow occupational health and safety provisions specified in the Contract Documents and of those of applicable laws and regulations will result in corrective measures taken by the Crown/ISSC against the General/Prime Contractor.

#### CAUTION

**Paragraphs 5.12 to 5.18 contain additional requirements for hazardous activities that are commonly associated with the Ship Breaking processes and hazards that are already known to exist on the Former HMCS *PRESERVER*, and Former CFAV *QUEST*.**

### 5.12 Hazardous Products

The contractor shall comply with requirements of Workplace Hazardous Materials Information System (WHMIS). The Contractor shall keep MSDS data sheets for all products used at the site.

### 5.13 Confined Spaces

The Contractor shall:

- a. carry out work in confined spaces in compliance with:
  - (1) Provincial Occupational Safety and Health Regulations;
- b. Conduct hazard assessments and address in Health and Safety Plan before entering confined space.
- c. Provide and maintain equipment and PPE as required for the safety and emergency evacuation of persons entering confined spaces.
- d. Provide training to persons who will be entering and to those persons who will be assisting in the confined space entry process. Training to be specialized instructions beyond (basic confined space entry information) as required to suit type and conditions of confined space.

Any entry into confined spaces onboard the vessel during the contract period shall be conducted in accordance with the Provincial Occupational Safety and Health Regulations and Canada Shipping Act. Where work is done in areas such as bilge, tanks or space with no mechanical ventilation, there shall be a Gas Free Certificate issued by a Marine Chemist or a person who is qualified and certified to operate the testing equipment. The Gas Free Certificate shall be posted at the entrance of the compartment and shall specify, "safe for persons" or "safe for hot work" as appropriate.

### 5.14 Diving Operations

The Contractor shall conduct all diving work to comply fully with the requirements of the Provincial Diving Regulations and CSA Z275.2-04, "Occupational Safety Code for Diving Operations", CSA Z275.4-02, "Competency Standards for Diving Operations" and CSA Z180.1-00, "Compressed Breathing Air and Systems." The Contractor shall comply with Divisions I and II for Type 2 Dives as defined in Part XVIII of the Canada Labour Code for Diving Operations.

Dive personnel shall meet the minimum competency requirements of the CSA Z275.4-02 and all divers must possess a valid Category 1 Diving Certificate.

Divers shall have a current (less than one year) validated medical examination certificate(s) from a licensed Diving Physician in in Canada (Prov. Equal) who is knowledgeable and competent in diving and hyperbolic medicine, for all dives.

## ANNEX A

### 5.15 Hotwork

The Contractor shall provide fire extinguishers (any other related equipment) and fire watches during any hot work and for a minimum of 30 minutes after work has stopped. Any hot work carried out onboard the vessel during the contract shall be conducted in accordance with The Canada Shipping Act, and applicable Provincial Acts and Regulations. Both the front (welder side) and back side of a deck or a bulkhead being cut or welded must be visually monitored continuously by the fire watches. All combustible materials must be removed from the area where the burning and welding is taking place.

### 5.16 Inorganic Lead Exposure Control Plan

The Contractor shall:

- a. conduct a risk assessment of the worksite and activities. The assessment shall be conducted by a person qualified in inorganic lead removal activities,
- b. implement a lead exposure control plan in accordance with Provincial Occupational Safety and Health Regulations for workers that are exposed to lead;

### 5.17 PCB Exposure Control Plan

The Contractor shall:

- a. conduct a risk assessment of the worksite and activities. The assessment shall be conducted by a person qualified in PCB removal activities,
- b. implement a PCB exposure control plan in accordance with Provincial Occupational Safety and Health Regulations for workers that are exposed to PCBs;

### 5.18 Indoor air quality and Mold Exposure Control Plan

The Contractor shall:

- a. conduct a risk assessment of the worksite and activities. The assessment shall be conducted by a person qualified in indoor air quality and mold removal activities,
- b. implement an indoor air quality and a mold exposure control plan in accordance with Provincial Occupational Safety and Health Regulations for workers that are exposed to poor air quality and/or mold;

## 6.0 DETAILED WORK PLAN

Work must commence and be completed as follows for the former HMCS PRESERVER:

Commence: at contract award date.  
Complete: 18 MONTHS from date of contract award.

The Contractor must remove the former HMCS PRESERVER from the HALIFAX DOCKYARD Jetty no more than 45 calendar days after Contract award.

Work must commence and be completed as follows for the former CFAV QUEST:

Commence: Former CFAV QUEST will be made available to the Contractor on: SEPTEMBER 1, 2017.  
Complete: 18 months from date the former CFAV QUEST is made available to the Contractor.

The Contractor must remove the vessel from the CFB HALIFAX DOCKYARD Jetty no later than 45 calendar days after the former CFAV QUEST has been made available to the Contractor.

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### 6.2 Detailed Work Plan

A Detailed Work Plan shall be submitted for review to CANADA fourteen (14) days prior to commencement of the work. The plan shall include:

#### 6.2.1 Environmental Protection Plan:

The Contractor must have in place an environmental management system consistent with the procedures required for the Environmental Management System ISO 14001-2004 – Requirements published by the International Organization for Standardization (ISO). It is not the intent of this clause to require that the Contractor be registered to the applicable standard; however, the Contractor's environmental management system must address each requirement contained in the standard.

The Contractor shall develop and submit an Environmental Protection Plan (EPP) that demonstrates the Contractor's commitment to avoidance of adverse environmental impacts through implementation of best practices rooted in pollution prevention and the promotion of sound environmental practices for the project to be undertaken. This plan shall include identification and description of the Approved Site or sites where the work will be completed and must address all of the following for each site, at minimum:

- a. Indicate the method of vessel cleaning, transportation from the work site to the disposal site, and the method of packaging and bundling.
- b. Environmental Contingency Plan – this plan shall indicate the process of how contaminants are to be contained and how to deal with situations involving petroleum product leaks in water or on the ground, ozone depleting substance leaks, or fire on the vessel or explosion. Tools and materials to be used and available on board or on the site of work for the duration of the contract shall be identified.
- c. Provide details on the process for cleaning, removal, and disposal of hazardous materials, hydrocarbon impacted areas and miscellaneous items including, but not limited to; tanks, piping, boilers, engines, shafting, gearing, stern tubes, steering gear, hydraulics, bilge, sonar, areas, black and grey water, hazardous materials, asbestos, polychlorinated biphenyls (PCBs), paint, and other hazardous materials. Also briefly include the engineering controls and personal protective equipment to be used to minimize worker exposure to hazardous materials.

#### 6.2.2 Management Plan

This plan shall describe the Contractor's approach and methodology with respect to the proposed work. This plan shall:

- a. Indicate the process to move the vessel from the present location to the Approved site. (i.e. Vessel survey for towing or lift ship/towed floating dock operation, stability considerations, towing arrangement, towing limitations, contingency plan in case of breakage of the towline, co-ordination with regulatory agencies and spill emergency response.)
- b. Details of air quality monitoring and describe the administrative controls to be used in support of the data collected. The contractor shall provide a written procedure identifying how adequate air quality will be provided onboard the vessel and how the records will be maintained.
- c. Outline step-by-step proposed methodology for disposing of the vessel, including specific equipment needed. The description shall detail how the vessel structure will be dismantled. The description shall also reference how vessel stability will be maintained and monitored during cleaning and disposal activities.
- d. Provide details on the process for the removal and destruction of controlled goods on board the ship as listed in Appendices 1 and 2. Details of methods of destruction of the controlled goods as well production of destruction certificates are to be included.

#### 6.2.3. Work Schedule

The project shall have a Master Work schedule which is the schedule for the entire project. The Master Work schedule will include all tasks required for each ship disposal including; schedule milestones, deliverables, all subcontract work and activities, preparation for transporting the vessel, transporting the vessel, initial surveys,

## ANNEX A

inspections, identification and safe removal and disposal of hazardous materials, dismantling and salvage. The schedule shall be in tabular format with a Gantt chart and shall include:

- a. Original duration in calendar days. (baseline)
- b. Remaining duration.
- c. Percentage completed.
- d. Original and revised start and finish date for each task in relation to all work identified under this specification.

The schedule shall be updated to reflect the work progression every month until the completion of all tasks.

### 6.2.4 Tow Plan

The Contractor must submit to the Crown for review a comprehensive Tow Plan for each ship that details the process to move the vessel from the present location to the Contractor's Approved Site. If there are more than (1) leg in the tow process, and the ship is docked or anchored anywhere in the journey, each leg is a separate line item, which must be approved by CANADA. If different tugs are used in the tow process, CANADA must approve the new tug. A comprehensive leg by leg and safe haven report must accompany the tow plan. CANADA will conduct a final tow risk analysis with all the pre- tow data, no later than 7 days prior to the tow. CANADA will have the final say on the go-no go- tow certification. At a minimum the Tow Plan must address no later than 14days prior to the tow items "**a**" through "**k**" below . These items below included in the tow plan will include a risk analysis by CANADA. At 24 hours prior to the tow all final certification must be submitted to CANADA. This includes insurance, underwriter certification, Transport Canada certification, London Off- Shore certification, final TUG certification:

The comprehensive tow plan must include:

- a) Schedule and route including safe harbour;
- b) Surveys required for safe-to-tow certification/Vessel survey for towing;
- c) Ship condition report;
- d) Towing arrangement;
- e) Towing limitations;
- f) Stability considerations;
- g) Emergency Preparedness Response;
- h) Oil Pollution Response Plan/Spill Emergency Response Plan;
- i) Contingency plan in case of breakage of the towline;
- j) Flood monitoring for vessel when undertow and response plan; and
- k) Co-ordination with regulatory agencies.

## 7.0 OFFICE ACCOMMODATION AND FACILITIES

The contractor shall provide office accommodation and facilities for the Crown and Crown representatives as follows:

- a. The office shall be private, fully enclosed and lockable with:
  - Two executive desks and suitable chairs
  - One lockable filing cabinet
  - A minimum of 150 sq. ft.
  - Relative humidity to be maintained between 20% and 50%
  - Minimum temperature 20C
  - Maximum temperature 28°C, with at least a 5°C, differential with outside ambient temperature when outside ambient temperature exceeds 30°C.
  - Telephone services shall be supplied and maintained at each desk
- b. Washroom facilities shall be within a reasonable distance of the office space
- c. Two parking spaces shall be provided

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### 8.0 SPECIFICATION OF WORK

#### 8.1 General Requirements

##### Approved Site(s)

The Contractor shall identify the location where the cleaning, salvaging /recycling work and hazardous waste disposal will be done. This location(s) will be defined as the Approved Site(s) and shall meet the following requirement(s):

##### Personnel

The Contractor shall provide all personnel, insurance, equipment, tools, vehicles, materials, facilities, supervision and any other items and services necessary to clean, dismantle, recycle, and dispose of the vessel and any and all hazardous wastes.

##### Towing

The Contractor will be required to transport the vessel to the Contractor's site of work. The Contractor shall obtain and pay all fees for certificates, surveyors, and pilotage authorities, deemed necessary by the applicable regulations and any insurance for any required towing operation. The Contractor shall provide Canada, prior to moving the vessel, a voyage certificate for the intended destination from an approved surveyor stating that the vessel is safe to transport in accordance with the chosen method of transport.

##### Trim and Stability

The Contractor will be solely responsible to ensure the stability of the vessel at all times during the work. The Contractor shall have on staff or subcontract the service of a Naval Architect; registered to practice, as a Professional Engineer, to verify and confirm the vessel stability during the dismantling operation should this work be done while the vessel is afloat. The Naval Architect shall approve significant changes to the Management Plan, such as an unscheduled movement or removal of weights from the vessel.

##### Hazardous Wastes

The Contractor shall provide all WHMIS MSDS sheets for any material furnished by the Contractor during the course of the work of the contract.

The Contractor shall submit to Canada within 5 days after issuance, all copies of manifests and Transportation of Dangerous Goods sheets, showing the type/description of materials removed from the vessel for disposal. The certificate shall indicate the quantity removed, any testing conducted, and the location of disposal. All waste shall be accounted for in a database by the Contractor until the vessel has been properly disposed in accordance with the Statement of Work.

##### Ownership

Any equipment removed from the vessel shall become the property of the Contractor except as specifically identified in prior to contract award.

The Contractor shall pay for all Federal, Provincial and Municipal Taxes and dumping fees (tipping fees) at the Municipal Landfill, PCB disposal facility, and controlled waste handling and disposal facilities during the course of this project.

##### Regulatory

In addition to various provincial and federal regulations regarding hazardous materials, the Contractor shall comply with all directives and requirements issued by the Provincial Departments regarding the removal, transport, placement and disposal of hazardous materials for various locations, including:

- a. The disposal of hazardous materials in appropriate waste containers.
- b. The transport of hazardous materials to an approved site.
- c. Any and all requirements, which may exist regarding notifications of the presence of hazardous materials.
- d. The asbestos work shall be done by a registered asbestos abatement contractor.
- e. Disposal of PCBs shall be via incineration conducted by a registered PCB disposal contractor.

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- f. The requirements for training of Contractor's Personnel conducting the hazardous materials abatement work.

### **8.2 Salvage/Recycle**

#### **8.2.1 General**

The Contractor shall remove all liquid from bilges, tanks and receivers and dispose of this material according to all appropriate regulations for the jurisdiction under which the Contractor operates. Hazardous materials identified in the specification shall be removed and disposed of this material according to all appropriate regulations for the jurisdiction under which the Contractor operates. The remaining asset shall be cleaned and dismantled, recycled or disposed of in accordance with the requirements of the Statement of Work. The disposition of the ballast in the tanks will be provided to the Contractor at the time of the site visit. It is the responsibility of the Contractor to dispose of all liquid waste removed from the vessel.

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

#### **8.2.2 Technical**

The Contractor shall include in the scope of work, all considerations for the impact on the overall vessel stability due to the removal of engines, equipment or structural steel sections from the vessel. Therefore, and because of the nature of this work, the Contractor shall identify in the Management Plan in Section 6, the sequence in which the dismantling work will occur. The Contractor shall indicate in the Master Work Schedule the Dismantling Timeline of the vessel structure to indicate the sequence in which major vessel structure and equipment are being removed until completion of this item.

### **8.3 Preparation for Transportation**

The vessel shall be removed from the DND jetty, HALIFAX DOCK YARD within 45 days, as stated in the Contract. Any mandatory preparation work required to permit safe travel while the vessels are being transported will be permitted at the DND wharf at the Contractor's expense. All other work as specified shall be completed at the Contractor's Approved site of work. The Contractor is responsible for the provision for all resources and services required to complete the mandatory preparation work.

All pre-tow certifications, including providing the Crown the complete tow plan, tow risk assessment, Hull surveyor report, Insurance (for ships) and third party liability, tow company and tug particulars shall be provided to Canada before Care and Custody of a ship is transferred to the Contractor. On receipt of all pre-tow certifications, Canada will transfer Care and Custody of the ships to the contractor for the tow, but shall retain ownership of the ships through the final dismantling in the shipyard.

### **8.4 Berthing, Mooring, and Docking**

#### **8.4.1 General**

The Contractor shall be responsible for all material and labour required for handling, berthing, mooring and dry-docking (if applicable) for the vessel(s).

#### **8.4.2 References**

201-H02-4200, Docking Plan (3 shts)  
AVOR-MTS-01, Quest Stability Data/Drawing  
9659165, General Arrangement

509-H-02-51430-01, PTR Class Docking Plan  
HMCS PRESERVER STABILITY DATA/DRAWING  
509-H-27-41297-01, Mooring and Towing Arrangement  
9251641, General Arrangement  
9665018, PTR Class Incident Board

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### **8.4.3 Berthing and Mooring**

The Contractor shall berth and moor the vessel for the duration of the contract period. Canada and the Inspection Authority shall have unrestricted access to the vessel at all times under the supervision of the Contractor for Health and Safety reasons.

The location of the vessel for the duration of the contract shall be at an authorized site for the type of work intended and shall be in accordance with Federal, Provincial and/or Municipal requirements.

The Contractor shall supply all mooring lines and labour required in berthing, mooring, and casting off for the vessel.

### **8.4.4 Services**

The Contractor shall supply and erect two gangways complete with safety nets for each vessel in compliance with the Canada Labour Code while the vessel is on the blocks or alongside the Contractor's place of work. There shall be two separate and independent means of accessing the vessel at all times. The gangways shall be lighted during the work period after daylight. The Contractor shall be responsible for the safety of the gangways.

The Contractor shall provide fire protection in accordance with applicable Acts and Regulations for the duration of the contract while workers are on board the vessel.

## **8.5 BILGE AND COMPARTMENT CLEANING**

### **8.5.1 General**

The bilge area is defined as the interior skin in all compartments under the deck plate, which may have been subject to contact with hydrocarbon based fluid. The Contractor shall remove all bilge oily wastewater from the vessel and dispose of it in accordance with the applicable laws and regulations.

### **8.5.2 References**

There are no specific drawings of these spaces other than a General Arrangement Drawing (provided for each ship). The Contractor shall trace out the system to perform the requirements of this item.

### **8.5.3 Technical**

The Contractor shall be responsible for the removal and disposal of oily water from bilge area within the vessel.

## **8.6 Ballast tanks and void Spaces**

### **8.6.1 General**

Ballast tanks, void spaces and pipe tunnels were not designed to carry or contain any hydrocarbon based fluid but these spaces are required to be emptied of their contents.

The tanks may contain liquid, therefore the Contractor shall follow all confined space safety requirements and exercise caution while emptying the remaining liquid ashore and assure that it meets applicable disposal regulations.

### **8.6.2 References**

There are no specific drawings of these spaces other than a General Arrangement Drawing (provided for each ship). The Contractor shall trace out the system to perform the requirements of this item.

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### **8.6.3 Technical**

If any of the tanks are found to contain hydrocarbon based fluid then these tanks shall be dealt with in accordance with applicable disposal regulations.

### **8.7 Diesel Oil Tanks and JP5 Tanks**

#### **8.7.1 General**

Each vessel is fitted with diesel oil and JP5 tanks. Fluid remaining in all tanks shall be removed ashore and disposed of in accordance with applicable disposal regulations.

#### **8.7.2 References**

There are no specific drawings of these spaces other than a General Arrangement Drawing (provided for each ship). The Contractor shall trace out the system to perform the requirements of this item

#### **8.7.3 Technical**

The Contractor shall open all the tanks and remove the remaining diesel oil, oil or wastewater. Different fluid types shall not be mixed to reduce disposal cost.

The remaining of the work for this section shall be done as per the specification

### **8.8 Black and Grey water Systems**

#### **8.8.1 General**

The Contractor shall pump out the black and grey water systems and dispose of the fluid ashore in accordance with applicable disposal regulations.

#### **8.8.2 References**

There are no specific drawings of these spaces other than a General Arrangement Drawing (provided for each ship). The Contractor shall trace out the system to perform the requirements of this item

#### **8.8.3 Technical**

The Contractor shall open all the tanks and remove the remaining black and grey water from the vessel black and grey water system and associated tanks.

The remaining work for this section shall be done as per the specification.

### **8.9 Hazardous Materials and Miscellaneous Items**

#### **8.9.1 General**

Under this item, hazardous material means all materials as identified in the Environmental Assessment (EnvA) reports provided with the SOW, materials identified by subsequent sampling reports completed by the Contractor, all controlled waste and/or otherwise regulated material or substances for which exposure will, or may, result in a health hazard,. The EA and any available reports are included in the Appendices of this specification.

All hazardous materials shall be removed from the vessel by the Contractor in accordance with applicable regulations. The hazardous materials must be containerized and transported to a facility certified by the authority having jurisdiction to dispose of these materials.

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The EA and subsequent sampling reports show the location of these products on board the vessel. Quantities and volumes of hazardous materials contained in consultant sampling reports and referenced in this document are approximate only.

The EA is the best information available to Canada (AT TIME OF SAMPLING) on the hazardous materials within the vessel. The environmental information is not final, and is only meant to aid contractors in the bid process. The Contractor shall survey the vessel to identify actual quantities of hazardous materials any other hazardous material present on the vessel and shall dispose of this material in accordance with federal and provincial regulations.

### **8.9.2 Paint**

Paint on board may contain contaminants such as lead, mercury, arsenic, pcbs, and cadmium. All loose and flaky paint shall be scraped off, vacuumed and disposed in accordance with applicable regulations. Paints exceeding Provincial leachate criteria must be handled as a hazardous material and in accordance with all regulations.

Painted surfaces containing concentrations of PCBs >50 mg/kg must be removed and handled and disposed as a hazardous waste containing PCBs in accordance with Federal and Provincial regulations.

PCBs (greater than 0.05 mg/kg) contained in paint on metals for recycling at a foundry must be removed and handled accordingly. Lead (leachability greater than 5.0 mg/L) contained in paints on materials that will be disposed of at a landfill shall be removed and disposed of in accordance with Provincial requirements. All hazardous materials must be handled, packaged and disposed of in accordance with applicable Provincial/Federal regulations.

### **8.9.3 Asbestos Containing Material (ACM):**

The EnvA report indicates that asbestos may be present throughout the ships. The EnvA report as well as subsequent sampling information is provided in Appendix. The Contractor shall remove and dispose of all asbestos in accordance with applicable Provincial/Federal regulations. As asbestos may be present on the vessels, it is the Contractor's responsibility to determine the quantity and type of asbestos containing material onboard and dispose of this material in accordance with all applicable regulations.

### **8.9.4 Liquid or Semi Solid Waste**

Liquid or semi solid waste such as paste and grease containers are found at numerous locations on the vessels as per the EA report included as an Appendix to this Statement of Work. The Contractor shall dispose of all liquid or semi solid waste containers found in the vessel in accordance with the applicable regulations.

### **8.9.5 Miscellaneous Items**

The vessel contains numerous miscellaneous items of all types that were identified under the EA report. The Contractor shall remove and dispose of these items in accordance with the applicable regulations.

The Contractor shall make reference to the EA report for the identification and location of noted debris. The EA reports are only presented as reference and it is the bidder's responsibility to determine the quantity and types of material left on board and to dispose of these items in accordance with all applicable regulations.

### **8.9.6 Tracking of Hazardous and other Waste**

The Contractor shall maintain a database that tracks all Hazardous and other Waste from the point of transfer to Contractor Care and Custody to final disposal. In the database, for each item identified in the EA (or subsequently identified), the Contractor shall:

- 1) Identify the type of waste;
- 2) Identify the removal process;
- 3) Identify the weight of waste removed from the ship;
- 4) Identify the secure process for transporting the waste from the ship to the next location;
- 5) Identify the location where the waste is to be stored awaiting final disposal;

## ANNEX A

- 6) Identify the method of secure transport used to transport the waste to a facility certified to dispose of the waste;
- 7) Provide shipping manifest, bill of lading or tracking number for transport of waste to the certified facility;
- 8) Identify the facility disposing of the waste and provide their certification number to dispose of the waste identified;
- 9) Provide shipping manifest, bill of lading or tracking number confirming delivery and acceptance of the waste by the certified disposal facility;
- 10) Track the delta of waste removed from the ship with waste accepted at certified disposal facility. The contractor must ensure that all waste by weight removed from the ship matches the waste by weight accepted at appropriate certified disposal facility at the completion of the Work.

The Contractor shall submit to the Crown within 5 days after issuance, all copies of manifests and Transportation of Dangerous Goods sheets, showing the type/description of materials removed from the vessel for disposal. The certificate shall indicate the quantity removed, any testing conducted, and the location of disposal. All waste shall be accounted for in a database by the Contractor until the vessel has been properly disposed in accordance with the Statement of Work.

### 8.10 Controlled Goods

Canada has developed a Master Equipment List (MEL) for both ships that itemizes all equipment and stores left onboard. The MEL details equipment by showing pictures, equipment location, description and demilitarization instructions for both controlled and non-controlled items. The database shall be made available at the shipyard, and shall be controlled by the Inspection Authority.

The Contractor is required to demilitarize the controlled goods (mutilate and destroy), in the most efficient and safe manner, either in situ while dismantling the sections of the ship, or by removing off the ship first and then destroying at the jetty, pier, dry-dock or alongside facility. The Contractor shall destroy/ demilitarize (in accordance with the instructions below) all equipment and stores throughout each compartment and storerooms. NDQAR shall witness the destruction of all 379 compartments on EX Algonquin, and 427 compartments (including tanks) on EX Protecteur. Once items are demilitarized and cut up, as witnessed by the Inspection Authority. The material is considered waste and becomes the property of the contractor as weight. All equipment identified as controlled goods in the Appendices to the SOW, on both ships, are to be totally mutilated and will NOT be returned to Canada. If the Contractor encounters equipment not listed in the MEL, the Inspection Authority shall be notified immediately for demilitarization instructions.

Destruction/Mutilation of equipment or stores left in storerooms shall be witnessed by Canada representative. All remaining stores left, either on shelves or in tri-walls shall be taken out and destroyed in the same manner. All controlled goods shall be demilitarized with an Inspection Authority in attendance in accordance with the instructions provided in Appendix 5.

A Crown representative shall be on site during normal working hours to witness the demilitarizing of the controlled goods that were stockpiled in a secure location, or destroyed / demilitarized onboard. Complete demilitarization instructions for each piece of equipment shall be available on site through Inspection Authority. Once equipment is mutilated and demilitarized, in accordance with the CTAT Manual instructions provide within the Excerpt below, the pieces are considered waste and become the property of the contractor.

For Former HMCS *PRESERVER*: the entire ship, once mutilated compartment by compartment, becomes the property of the contractor as waste. With the exception of the anchor, no equipment shall be retained by Canada.

**THE HULL, OF EITHER FORMER HMCS *PRESERVER* OR Former CFAV *QUEST IS* CONSIDERED DEMILITARIZED ONCE THE HULL IS CUT UP INTO 15 METRE SQUARE SECTIONS AS WITNESSED BY the Inspection Authority**. Contractor's Master Work Schedule must indicate the methods and equipment to be used to remove and demilitarize the Controlled goods.

Some materials listed in the appendices may be removed by Canada prior to contract award. The Contractor can confirm which materials remain onboard through the MEL.

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The contractor shall complete certificates of destruction for all materials listed in Appendices 1 and 2 and provide them to Canada. The total quantities destroyed shall be shown including the serial number(s). The format for the certificate of destruction is at Appendix 5. All known serial numbers are verified in the MEL database, and shall be cross referenced upon removal.

The Contractor shall provide to Canada photographs of the controlled goods on the vessel, in storage and after the disposal instructions have been carried out. The contractor must provide sufficient photographs to show proof that the materials have been destroyed in accordance with the instructions, and witnessed by the Inspection Authority.

A witness provided by Canada must sign the “Certificate of Demilitarization” for all items. The witness shall attest that the item was demilitarized before signing the certificate. The Contractor shall inform Canada 48 hours in advance of any destruction to allow time to co-ordinate witness attendance.

Demilitarization Requirement	Type of Demilitarization Instructions Required	Comments
<p>Total destruction or mutilation of the item to preclude its restoration to a usable state as per informal/generic demilitarization instructions provided by the item’s TA or authorized person named by the CTAT Office.</p> <p><b>DMC of D (Cdn and Foreign origin items)</b></p>	<p>(1) <b>INFORMAL:</b> Provide demilitarization criteria (i.e. cut item in four pieces not longer than 6 inches each), to meet demilitarization requirements. Demilitarization certificate (DND form 2586) Part 1A can be used to provide informal demilitarization instructions.</p>	<p>(1) Ensure the item cannot be restored or repaired to a usable condition. Ensure information on the characteristics, performance or manufacturing method of the item cannot be extracted when required. The minimum criteria of the demilitarization shall be indicated.</p> <p><b>Note 1:</b> Possible methods of demilitarization are breaking, cutting, crushing, neutralizing, perforating, pulverizing, punching, shattering, shredding, slashing, smashing, or smelting. The personnel performing the demilitarization should determine the method (not the criteria) of demilitarization, usually based on the condition of the item.</p> <p><b>Note 2:</b> The demilitarization requirement cannot be used as demilitarization instructions. Demilitarization instructions must refer to demilitarization criteria (end result) required to meet the demilitarization requirement.</p> <p>(2) As per demilitarization instructions.</p>

Excerpt from CTAT Manual, C-02-007-000/AG-001, Page 2G-2

### 8.10.1 Tracking of Controlled Goods

The Contractor shall maintain a database that tracks all controlled goods from the point of transfer to Contractor Care and Custody to demilitarization and final disposal. In the database, for each item identified in the MEL (or subsequently identified) as a controlled good, the Contractor shall:

- 11) itemize the controlled good by serial number;
- 12) identify the location of the controlled good on the ship;
- 13) describe the removal process of the controlled good;
- 14) identify the secure process for transport to a location other than the ship;
- 15) identify the location where the item is stored while awaiting demilitarization;
- 16) detail the process for demilitarization of the controlled good;
- 17) identify the witness to demilitarization; and
- 18) identify the certificate of destruction number for reference.

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### 9.0 Project Completion

The work will be considered complete when the following has occurred:

- a. Vessels transported to Contractor facility.
- b. All controlled good have been either witnessed mutilated, destroyed in accordance with the CTAT instructions, or removed and mutilated in safe location, in accordance with the instructions at Appendices 1 and 2.
- c. All specified retention equipment including museum items have been returned to Canada.
- d. All hazardous and/or controlled material is removed and has arrived at an approved hazardous waste disposal facility for final disposal. Shipping certification and receipt of arrival must be accounted for. Final individual weights for all hazardous materials shall be itemized.
- e. The vessel hull and structure has been broken up into sections no larger than 15m square sections with all internal equipment witnessed, including all onboard stores, as witnessed by NDQAR or representative of Canada.
- f. Completion of the Ship Disposal Certificate.

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Amd. No. - N° de la modif.  
File No. - N° du dossier  
W8482-171396

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## **ANNEX "B" - Basis of Payment and Milestone Payment Plan**

Annex B – Basis of Payment and Milestone Payment Plan

(To be completed at Contract Award)

Contract Firm Price		
A)	For all work in accordance with the Contract and Annex "A" - Statement of Work	
B)	Applicable Taxes for line A) only	
C)	Cost of Financial Security as per Part 7 - 7.16	
D)	Total Firm Price Taxes Included A) + B) + C)	

Milestone	Milestone Description	Objective Evidence	Milestone Value	Milestone Value Tax included
0	Financial Security	Delivery of Financial Security in accordance with the contract		Tax exempt

Milestones Payment Plan for the former HMCS PRESERVER									
Milestone	Ship	Milestone Description	Objective Evidence	Percentage of A) Known Work	Milestone Value	Tax Province	Tax %	Tax Value	Milestone value - taxes included
1	fmr PRE	Tow Preparation Complete	Tow Plan submitted and all certifications for tow in place.	4					
2	fmr PRE	Transfer of Care and Custody	Care and Custody form, Appendix 1, fully executed.	5					
3	fmr PRE	Ship arrival at Contractor facility	Ship arrival at Contractor facility as witnessed by Canada representative.	10					
4	fmr PRE	Contractor has demilitarized 50% percent of Controlled Goods.	The Contractor has demilitarized 50% percent of Controlled Goods, per the Master Equipment List (MEL), in accordance with the demilitarization instructions contained in the SOW and MEL. All associated demilitarization certificateds are available for verification of demilitarization in the MEL.	3					
5	fmr PRE	Contractor has demilitarized 75% percent of Controlled Goods.	The Contractor has demilitarized 75% percent of Controlled Goods, per the Master Equipment List (MEL), in accordance with the demilitarization instructions contained in the SOW and MEL. All associated demilitarization certificateds are available for verification of demilitarization in the MEL.	2					
6	fmr PRE	Contractor has demilitarized 100% percent of Controlled Goods.	The Contractor has demilitarized 100% percent of Controlled Goods, per the Master Equipment List (MEL), in accordance with the demilitarization instructions contained in the SOW and MEL. All associated demilitarization certificateds are available for verification of demilitarization in the MEL.	2.5					
7	fmr PRE	Hazardous Materials identified, removed from location onboard, and prepared for transfer to final remediation site.	For frames 1-70: all Hazardous Materials have been identified, have been removed from the identified location onboard, and have been prepared for transfer to the final remediation site in accordance with all laws and regulations.	2					

Annex B – Basis of Payment and Milestone Payment Plan

(To be completed at Contract Award)

8	fmr PRE	Hazardous Materials identified, removed from location onboard, and prepared for transfer to final remediation site.	For frames 70-145: all Hazardous Materials have been identified, have been removed from the identified location onboard, and have been prepared for transfer to the final remediation site in accordance with all laws and regulations.	2					
9	fmr PRE	Ship completely remediated of Hazardous Waste(s).	Final Hazardous Waste Tracking Database delivered. All Hazardous Wastes identified have been destroyed in accordance with the SOW.	6					
10	fmr PRE	Final Demilitarization Certificate	Final demilitarization certificate fully executed and delivered to Canada. All Controlled Goods have been demilitarized in accordance with the SOW and as witnessed by NDQAR.	10					
11	fmr PRE	Final Transfer of Ownership to Contractor and Completion of work.	All Work complete. Care and Custody form, Appendix 2, fully executed.	3.5					
Totals for fmr PRE				50					

Milestones Payment Plan for the former CFAV QUEST

Milestone	Ship	Milestone Description	Objective Evidence	Percentage of A) Known Work	Milestone Value	Tax Province	Tax %	Tax Value	Milestone value - taxes included
12	fmr QUEST	Tow Preparation Complete	Tow Plan submitted and all certifications for tow in place.	4					
13	fmr QUEST	Transfer of Care and Custody	Care and Custody form, Appendix 1, fully executed.	5					
14	fmr QUEST	Ship arrival at Contractor facility	Ship arrival at Contractor facility as witnessed by Canada representative.	10					
15	fmr QUEST	Contractor has demilitarized 50% percent of Controlled Goods.	The Contractor has demilitarized 50% percent of Controlled Goods, per the Master Equipment List (MEL), in accordance with the demilitarization instructions contained in the SOW and MEL. All associated demilitarization certificateds are available for verification of demilitarization in the MEL.	3					
16	fmr QUEST	Contractor has demilitarized 75% percent of Controlled Goods.	The Contractor has demilitarized 75% percent of Controlled Goods, per the Master Equipment List (MEL), in accordance with the demilitarization instructions contained in the SOW and MEL. All associated demilitarization certificateds are available for verification of demilitarization in the MEL.	2					

Annex B – Basis of Payment and Milestone Payment Plan

(To be completed at Contract Award)

17	fmr QUEST	Contractor has demilitarized 100% percent of Controlled Goods.	The Contractor has demilitarized 100% percent of Controlled Goods, per the Master Equipment List (MEL), in accordance with the demilitarization instructions contained in the SOW and MEL. All associated demilitarization certificateds are available for verification of demilitarization in the MEL.	2.5					
18	fmr QUEST	Hazardous Materials identified, removed from location onboard, and prepared for transfer to final remediation site.	For frames 1-60: all Hazardous Materials have been identified, have been removed from the identified location onboard, and have been prepared for transfer to the final remediation site in accordance with all laws and regulations.	2					
19	fmr QUEST	Hazardous Materials identified, removed from location onboard, and prepared for transfer to final remediation site.	For frames 60-120: all Hazardous Materials have been identified, have been removed from the identified location onboard, and have been prepared for transfer to the final remediation site in accordance with all laws and regulations.	2					
20	fmr QUEST	Ship completely remediated of Hazardous Waste(s).	Final Hazardous Waste Tracking Database delivered. All Hazardous Wastes identified have been destroyed in accordance with the SOW.	6					
21	fmr QUEST	Final Demilitarization Certificate	Final demilitarization certificate fully executed and delivered to Canada. All Controlled Goods have been demilitarized in accordance with the SOW and as witnessed by NDQAR.	10					
22	fmr QUEST	Final Transfer of Ownership to Contractor and Completion of work.	All Work complete. Care and Custody form, Appendix 2, fully executed.	3.5					
Totals for QUEST				50	\$0.00			\$0.00	\$0.00

	Milestone Value for A) Known Work	Total tax	Total milestone value tax included
Contract Totals			

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Amd. No. - N° de la modif.  
File No. - N° du dossier  
W8482-171396

Buyer ID - Id de l'acheteur  
010ism  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX "C" - Security Requirements Checklist**

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Government of Canada

Gouvernement du Canada

Contract Number / Numéro du contrat

W8482-171396

Security Classification / Classification de sécurité  
UNCLASSIFIED

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

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



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat

W8482-171396

Security Classification / Classification de sécurité  
UNCLASSIFIED

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

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
Document Number / Numéro du document :

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

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

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

Special comments:

Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscrubbed personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No / Non  Yes / Oui

If Yes, will unscrubbed personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  
*Unscrubbed pers. may only access public/reception zone*

No / Non  Yes / Oui

SM

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

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

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

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

**PRODUCTION**

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

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

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

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

UNCLASSIFIED

Canada



Contract Number / Numéro du contrat <b>W8482-171396</b>
Security Classification / Classification de sécurité <b>UNCLASSIFIED</b>

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

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

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

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.
12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat <b>W8482-171396</b>
Security Classification / Classification de sécurité <b>UNCLASSIFIED</b>

**PART D - AUTHORIZATION / PARTIE D - AUTORISATION**

<b>13. Organization Project Authority / Chargé de projet de l'organisme</b>			
Name (print) - Nom (en lettres moulées) <b>Mr. Mike Stege</b>		Title - Titre <b>MWVA 6-4</b>	Signature 
Telephone No. - N° de téléphone <b>(819) 939-3499</b>	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel <b>Michael.Stege@forces.gc.ca</b>	Date <b>18 Jan/2017</b>
<b>14. Organization Security Authority / Responsable de la sécurité de l'organisme</b>			
Name (print) - Nom (en lettres moulées) <b>Sasa Medjovic</b>		Title - Titre <b>DDSO - Industrial Security Senior Security Analyst</b>	Signature 
Telephone No. - N° de téléphone <b>Tel: 613-996-0286</b>	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel <b>E-mail: sasa.medjovic@forces.gc.ca</b>	Date <b>2017-Jan 18</b>
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
<b>16. Procurement Officer / Agent d'approvisionnement</b>			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
<b>17. Contracting Security Authority / Autorité contractante en matière de sécurité</b>			
Name (print) - Nom (en lettres moulées) <b>Jennifer Fygon Mackey</b>		Title - Titre <b>Contract Security Officer</b>	Signature 
Telephone No. - N° de téléphone <b>613-952-1541</b>	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date <b>Jan 31/17</b>

Solicitation No. - N° de l'invitation  
W8482-171396  
Client Ref. No. - N° de réf. du client  
W8482-171396

Amd. No. - N° de la modif.  
File No. - N° du dossier  
W8482-171396

Buyer ID - Id de l'acheteur  
010ism  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX "D" - INSURANCE**

**ANNEX “D”  
INSURANCE REQUIREMENTS**

**G2001C (2014-06-26) 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 Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. N/A
- o. N/A
- p. N/A
- q. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- r. Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

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

**For other provinces and territories, send to:**

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

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

1. The Contractor must obtain Protection & Indemnity (P&I) insurance that must include excess collision liability and pollution liability. The insurance must be placed with a member of the International Group of Protection and Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the [Marine Liability Act](#), S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by Worker's Compensation as detailed in paragraph (2.) below.
2. The Contractor must obtain Worker's Compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the Territory or Province or state of nationality, domicile, employment, having jurisdiction over such employees. If the Contractor is assessed any additional levy, extra assessment or super-assessment by a Worker's Compensation Board, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.
3. The Protection and Indemnity insurance policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
  - b. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by THE DEPARTMENT OF NATIONAL DEFENCE and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
  - c. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
  - d. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - e. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

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

**For other provinces and territories, send to:**

*Senior General Counsel,  
Civil Litigation Section,*

*Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8*

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.

### **G2040C (2014-06-26) Environmental Impairment Liability Insurance**

1. The Contractor must obtain Contractors Pollution Liability and Contractors Professional Liability insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$5,000,000 per accident or occurrence and in the annual aggregate.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The Contractors Pollution Liability and Contractors Professional Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
  - b. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - c. Separation of Insureds: The policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - d. Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - e. Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the

Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.

- f. Storage Tank Third-Party Liability - The policy must extend to off-site third party bodily injury and property damage due to releases from storage tanks (above and below ground). Coverage must include corrective action and clean-up due to releases from storage tanks.
- g. Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.
- h. Asbestos, Polychlorinated Biphenyl (PCB), Lead & Mold Abatement: To provide coverage for the removal and disposal of asbestos, Polychlorinated Biphenyl (PCB), Lead and Mold material.
- i. **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.

**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.

#### **G2020C (2014-03-01) Automobile Liability Insurance**

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
2. The policy must include the following:
  - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
  - b. Accident Benefits - all jurisdictional statutes
  - c. Uninsured Motorist Protection
  - d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

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W8482-171396

Amd. No. - N° de la modif.  
File No. - N° du dossier  
W8482-171396

Buyer ID - Id de l'acheteur  
010ism  
CCC No./N° CCC - FMS No./N° VME

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**ANNEX "E" - FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY –  
CERTIFICATION**

## ANNEX "E" - 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)

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File No. - N° du dossier  
W8482-171396

Buyer ID - Id de l'acheteur  
010ism  
CCC No./N° CCC - FMS No./N° VME

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## **Annex "F" - Financial Bid Presentation Sheet**

**ANNEX "F"**

**FINANCIAL BID PRESENTATION SHEET**

<b>Price for Evaluation</b>		
A)	For all work in accordance with the Contract and Annex "A" - Statement of Work, taxes excluded:	\$ _____
B)	Cost of Financial Security as per Part 6 - 6.3	\$ _____
C)	Total Evaluated Price A) + B)	\$ _____

Solicitation No. - N° de l'invitation  
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W8482-171396

Amd. No. - N° de la modif.  
File No. - N° du dossier  
W8482-171396

Buyer ID - Id de l'acheteur  
010ism  
CCC No./N° CCC - FMS No./N° VME

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**Annex "G" - VESSEL TRANSFER CERTIFICATES**

**ANNEX "G"**  
**CARE AND CUSTODY TRANSFER CERTIFICATE**  
**Former HMCS PRESERVER**

1. In accordance with the terms and conditions of contract number **W8482-171396 Disposal of the former HMCS PRESERVER and CFAV QUEST**, all pre-tow certifications have been provided to Canada prior to the transfer of Care and Custody of the former HMCS PRESERVER to the Contractor. With respect to the former HMCS PRESERVER, Canada has been provided with the complete tow plan; tow risk assessment; Hull Surveyor Report; Insurance (for ships) and third party liability; tow company and tug particulars; and all safe-to-tow certifications.
2. It is mutually agreed by all parties that the final ownership transfer of the former HMCS PRESERVER, with the exception of any Controlled Goods/ITAR items, will occur only after the Contractor presents Canada all disposal certificates as per the Contract and Annex "A" Statement of Work.
3. In accordance with the terms and conditions of contract number **W8482-171396 Disposal of the former HMCS PRESERVER and CFAV QUEST**, the undersigned acknowledge the transfer of Care and Custody of the former HMCS PRESERVER from CANADA to (       CONTRACTOR NAME       ) for the purpose of dismantling and disposal for scrap;

**SIGNED AT**       TBD       **PROVINCE**       TBD       **ON**  
**THE**       TBD       **DAY OF**       TBD       **201X AT**       TBD       **HOURS.**

For: Department of National Defence

Print name: \_\_\_\_\_ Signed: \_\_\_\_\_

For: (       CONTRACTOR NAME       )

Print name: \_\_\_\_\_ Signed: \_\_\_\_\_

For: CONTRACTOR'S INSURANCE UNDERWRITER (       COMPANY NAME       )

Print name: \_\_\_\_\_ Signed: \_\_\_\_\_

Witnessed by: Public Services and Procurement Canada

Print name: \_\_\_\_\_ Signed: \_\_\_\_\_

**ANNEX "G"**  
**CARE AND CUSTODY TRANSFER CERTIFICATE**  
**Former CFAV QUEST**

4. In accordance with the terms and conditions of contract number **W8482-171396 Disposal of the former HMCS PRESERVER and CFAV QUEST**, all pre-tow certifications have been provided to Canada prior to the transfer of Care and Custody of the former CFAV QUEST to the Contractor. With respect to the former CFAV QUEST, Canada has been provided with the complete tow plan; tow risk assessment; Hull Surveyor Report; Insurance (for ships) and third party liability; tow company and tug particulars; and all safe-to-tow certifications.
5. It is mutually agreed by all parties that the final ownership transfer of the former CFAV QUEST, with the exception of any Controlled Goods/ITAR items, will occur only after the Contractor presents Canada all disposal certificates as per the Contract and Annex "A" Statement of Work.
6. In accordance with the terms and conditions of contract number **W8482-171396 Disposal of the former HMCS PRESERVER and CFAV QUEST**, the undersigned acknowledge the transfer of Care and Custody of the former CFAV QUEST from CANADA to (Company Name) for the purpose of dismantling and disposal for scrap;

**SIGNED AT** \_\_\_\_\_ **TBD** \_\_\_\_\_ **PROVINCE** \_\_\_\_\_ **TBD** \_\_\_\_\_ **ON**

**THE** \_\_\_\_\_ **TBD** \_\_\_\_\_ **DAY OF** \_\_\_\_\_ **TBD** \_\_\_\_\_ **201X AT** \_\_\_\_\_ **TBD** \_\_\_\_\_ **HOURS.**

For: Department of National Defence

Print name: \_\_\_\_\_ Signed: \_\_\_\_\_

For: COMPANY NAME

Print name: \_\_\_\_\_ Signed: \_\_\_\_\_

For: CONTRACTOR'S INSURANCE UNDERWRITER ( \_\_\_\_\_ COMPANY NAME \_\_\_\_\_ )

Print name: \_\_\_\_\_ Signed: \_\_\_\_\_

Witnessed by: Public Services and Procurement Canada

Print name: \_\_\_\_\_ Signed: \_\_\_\_\_

**ANNEX "G"**  
**CARE AND CUSTODY TRANSFER CERTIFICATE**  
**FOR THE PURPOSE OF TOWING**

1. In accordance with the terms and conditions of contract **W8482-171396 Disposal of the former HMCS PRESERVER and CFAV QUEST** and for the purpose of towing the former HMCS PRESERVER to the ( CONTRACTOR NAME ) facility in ( LOCATION ) the undersigned, on behalf of ( CONTRACTOR NAME ) acknowledge the transfer of Care and Custody of the former HMCS PRESERVER from ( CONTRACTOR NAME ) to ( TOW SUBCONTRACTOR COMPANY NAME ).
2. ( CONTRACTOR NAME ) maintains all obligations under contract **W8482-171396 Disposal of the former HMCS PRESERVER and CFAV QUEST**. The Contractor is responsible for performing the Contract and Canada is not responsible to any subcontractor. The Contractor is responsible for any matters or things done or provided by any subcontractor under the Contract and for paying any subcontractors for any part of the Work they perform.
3. It is mutually agreed by all parties that the final ownership transfer of the former HMCS PRESERVER to ( CONTRACTOR NAME ), with the exception of any Controlled Goods/ITAR items, will occur only after ( CONTRACTOR NAME ) presents Canada all disposal certificates as per the Contract and Annex "A" Statement of Work.

**SIGNED AT** TBD **PROVINCE** TBD **ON**

**THE** TBD **DAY OF** TBD **201X AT** TBD **HOURS.**

For: ( CONTRACTOR NAME )

Print name: \_\_\_\_\_ Signed: \_\_\_\_\_

For: ( TOW SUBCONTRACTOR COMPANY NAME )

Print name: \_\_\_\_\_ Signed: \_\_\_\_\_

-----  
Witnessed by: Department of National Defence

Print name: \_\_\_\_\_ Signed: \_\_\_\_\_

Witnessed by: Public Services and Procurement Canada

Print name: \_\_\_\_\_ Signed: \_\_\_\_\_

**ANNEX "G"**  
**CARE AND CUSTODY TRANSFER CERTIFICATE**  
**FOR THE PURPOSE OF TOWING**

4. In accordance with the terms and conditions of contract **W8482-171396 Disposal of the former HMCS PRESERVER and CFAV QUEST** and for the purpose of towing the former CFAV QUEST to the ( CONTRACTOR NAME ) facility in ( LOCATION ) the undersigned, on behalf of ( CONTRACTOR NAME ) acknowledge the transfer of Care and Custody of the former CFAV QUEST from ( CONTRACTOR NAME ) to ( TOW SUBCONTRACTOR COMPANY NAME ).
5. ( CONTRACTOR NAME ) maintains all obligations under contract **W8482-171396 Disposal of the former HMCS PRESERVER and CFAV QUEST**. The Contractor is responsible for performing the Contract and Canada is not responsible to any subcontractor. The Contractor is responsible for any matters or things done or provided by any subcontractor under the Contract and for paying any subcontractors for any part of the Work they perform.
6. It is mutually agreed by all parties that the final ownership transfer of the former CFAV QUEST to ( CONTRACTOR NAME ), with the exception of any Controlled Goods/ITAR items, will occur only after ( CONTRACTOR NAME ) presents Canada all disposal certificates as per the Contract and Annex "A" Statement of Work.

**SIGNED AT** TBD **PROVINCE** TBD **ON**

**THE** TBD **DAY OF** TBD **201X AT** TBD **HOURS.**

For: ( CONTRACTOR NAME )

Print name: \_\_\_\_\_ Signed: \_\_\_\_\_

For: ( TOW SUBCONTRACTOR COMPANY NAME )

Print name: \_\_\_\_\_ Signed: \_\_\_\_\_

-----  
Witnessed by: Department of National Defence

Print name: \_\_\_\_\_ Signed: \_\_\_\_\_

Witnessed by: Public Services and Procurement Canada

Print name: \_\_\_\_\_ Signed: \_\_\_\_\_

**ANNEX "G"**  
**CARE AND CUSTODY TRANSFER CERTIFICATE**  
**FMR HMCS PRESERVER ARRIVAL AT APPROVED SITE FOR SHIP BREAKING**

1. In accordance with the terms and conditions of contract number **W8482-171396 Disposal of the former HMCS PRESERVER and CFAV QUEST**, the undersigned acknowledge the transfer of Care and Custody HMCS PRESERVER from (           TOW SUBCONTRACTOR COMPANY NAME           ) on behalf of (           CONTRACTOR NAME           ) to (           CONTRACTOR NAME           ).
2. In accordance with the terms and conditions of contract number **W8482-171396 Disposal of the former HMCS PRESERVER and CFAV QUEST**, it is acknowledged that the Contractor has delivered the former HMCS PRESERVER to its Approved Site for Ship Breaking.
3. It is mutually agreed by all parties that the final ownership transfer of the former HMCS PRESERVER to (           CONTRACTOR NAME           ), with the exception of any Controlled Goods/ITAR items, will occur only after (           CONTRACTOR NAME           ) presents Canada all disposal certificates as per the Contract and Annex "A" Statement of Work.

**SIGNED AT**           TBD           **PROVINCE**           TBD           **ON**  
**THE**           TBD           **DAY OF**           TBD           **201X AT**           TBD           **HOURS.**

For: (           TOW SUBCONTRACTOR COMPANY NAME           )

Print name: \_\_\_\_\_ Signed: \_\_\_\_\_

For: (           CONTRACTOR NAME           )

Print name: \_\_\_\_\_ Signed: \_\_\_\_\_

-----  
Witnessed by: Department of National Defence

Print name: \_\_\_\_\_ Signed: \_\_\_\_\_

Witnessed by: Public Services and Procurement Canada

Print name: \_\_\_\_\_ Signed: \_\_\_\_\_

**ANNEX "G"**  
**CARE AND CUSTODY TRANSFER CERTIFICATE**  
**FMR CFAV QUEST ARRIVAL AT APPROVED SITE FOR SHIP BREAKING**

4. In accordance with the terms and conditions of contract number **W8482-171396 Disposal of the former HMCS PRESERVER and CFAV QUEST**, the undersigned acknowledge the transfer of Care and Custody CFAV QUEST from (           TOW SUBCONTRACTOR COMPANY NAME           ) on behalf of (           CONTRACTOR NAME           ) to (           CONTRACTOR NAME           ).
5. In accordance with the terms and conditions of contract number **W8482-171396 Disposal of the former HMCS PRESERVER and CFAV QUEST**, it is acknowledged that the Contractor has delivered the former CFAV QUEST to its Approved Site for Ship Breaking.
6. It is mutually agreed by all parties that the final ownership transfer of the former CFAV QUEST to (           CONTRACTOR NAME           ), with the exception of any Controlled Goods/ITAR items, will occur only after (           CONTRACTOR NAME           ) presents Canada all disposal certificates as per the Contract and Annex "A" Statement of Work.

**SIGNED AT**           TBD           **PROVINCE**           TBD           **ON**  
**THE**           TBD           **DAY OF**           TBD           **201X AT**           TBD           **HOURS.**

For: (           TOW SUBCONTRACTOR COMPANY NAME           )

Print name: \_\_\_\_\_ Signed: \_\_\_\_\_

For: (           CONTRACTOR NAME           )

Print name: \_\_\_\_\_ Signed: \_\_\_\_\_

-----  
Witnessed by: Department of National Defence

Print name: \_\_\_\_\_ Signed: \_\_\_\_\_

Witnessed by: Public Services and Procurement Canada

Print name: \_\_\_\_\_ Signed: \_\_\_\_\_

**ANNEX "G"**  
**TRANSFER OF OWNERSHIP CERTIFICATE**  
**Fmr HMCS PRESERVER**

1. In accordance with the terms and conditions of contract number **W8482-171396 Disposal of the former HMCS PRESERVER and CFAV QUEST**, Canada has been provided with all disposal certificates as per the Contract and Annex "A" Statement of Work.
2. In accordance with the terms and conditions of contract number **W8482-171396 Disposal of the former HMCS PRESERVER and CFAV QUEST**, the undersigned acknowledge the transfer of ownership of the former HMCS PRESERVER from CANADA to (      CONTRACTOR NAME      ) for the purpose of dismantling and disposal for scrap.

**SIGNED AT** \_\_\_\_\_ **PROVINCE** \_\_\_\_\_ **ON**  
**THE** \_\_\_\_\_ **DAY OF** \_\_\_\_\_ **20XX AT** \_\_\_\_\_ **HOURS.**

For: Department of National Defence

Print name: \_\_\_\_\_ Signed: \_\_\_\_\_

For: (      CONTRACTOR NAME      )

Print name: \_\_\_\_\_ Signed: \_\_\_\_\_

Witnessed by: Public Services and Procurement Canada

Print name: \_\_\_\_\_ Signed: \_\_\_\_\_

**ANNEX "G"**  
**TRANSFER OF OWNERSHIP CERTIFICATE**  
**Fmr CFAV QUEST**

3. In accordance with the terms and conditions of contract number **W8482-171396 Disposal of the former HMCS PRESERVER and CFAV QUEST**, Canada has been provided with all disposal certificates as per the Contract and Annex "A" Statement of Work.
4. In accordance with the terms and conditions of contract number **W8482-171396 Disposal of the former HMCS PRESERVER and CFAV QUEST**, the undersigned acknowledge the transfer of ownership of the former CFAV QUEST from CANADA to ( CONTRACTOR NAME ) for the purpose of dismantling and disposal for scrap.

**SIGNED AT** \_\_\_\_\_ **PROVINCE** \_\_\_\_\_ **ON**  
**THE** \_\_\_\_\_ **DAY OF** \_\_\_\_\_ **20XX AT** \_\_\_\_\_ **HOURS.**

For: Department of National Defence

Print name: \_\_\_\_\_ Signed: \_\_\_\_\_

For: ( CONTRACTOR NAME )

Print name: \_\_\_\_\_ Signed: \_\_\_\_\_

Witnessed by: Public Services and Procurement Canada

Print name: \_\_\_\_\_ Signed: \_\_\_\_\_

Solicitation No. - N° de l'invitation  
W8482-171396  
Client Ref. No. - N° de réf. du client  
W8482-171396

Amd. No. - N° de la modif.  
File No. - N° du dossier  
W8482-171396

Buyer ID - Id de l'acheteur  
010ism  
CCC No./N° CCC - FMS No./N° VME

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## **Annex "H" - Bidders' Conference and Site Visit Information**

## **Annex "H" - Bidder Conference and Site Visit Information**

Bidder Conference and Site Visit Information for the  
Disposal of the former HMCS PRESERVER and CFAV QUEST  
March 27-31, 2017  
CFB Halifax - HMC Dockyard – Halifax, Nova Scotia

The following provides information relevant to the Bidder Conference and Site Visit for the Disposal of the former HMCS PRESERVER and CFAV QUEST:

\*\*\*All bidders must be on the official list sent to Public Works and Government Services Canada in order to attend the Bidder Conference and Site Visit\*\*\*

### **Mandatory Bidder Conference**

Date: March 27, 2017  
Time: 08:30-17:00  
Location: CFB Halifax - HMC Dockyard  
Rainbow Gate (South Gate)

Administration: Bidders will need picture ID to show the commissionaire at the main gate to gain access. Attendees will be required to meet at 08:30 at the Rainbow Gate (South Gate). Attendees will be escorted from the gate to meeting/site visit locations.

Parking: Limited – first come, first served. It is recommended that attendees travel by taxi as parking on the base is limited.

The Bidder Conference will serve to review the Request for Proposal, Statement of Work and all technical information related to the bid package. Bidders will have the opportunity to ask questions related to the bid package and presentation. Bidders will also receive a safety brief and have the opportunity sign a release form in advance of the Site Visit.

**NOTE: Where time permits, the Site Visit schedule will be moved forward to provide greater flexibility.**

Bidders shall have access to the following technical data, if requested, for the duration of the Conference and Site Visits:

- general arrangement drawings;
- docking and trim and stability data;
- environmental assessments;
- access to the master equipment database; and
- access to the incident boards for the ship, laying out all compartments and access routes.

**NOTE: Where a Bidder is not Controlled Goods qualified, in accordance with the Controlled Goods Regulations, no Controlled data or drawings shall be transferred until proof of registration is provided to Canada.**

**Mandatory Site Visit**

Ship: Former HMCS PRESERVER  
Date: March 27-28, 2017  
Time: 08:30-17:00  
Location: CFB Halifax - HMC Dockyard  
Rainbow Gate (South Gate)

Administration: Bidders will need picture ID to show the commissionaire at the main gate to gain access. Attendees will be required to meet at 08:30 at the Rainbow Gate (South Gate). Attendees will be escorted from the gate to meeting/site visit locations.

Parking: Limited – first come, first served. It is recommended that attendees travel by taxi as parking on the base is limited.

All Attendees shall receive a safety brief and shall sign a release form acknowledging that touring the ship is done at their own risk.

Attendees will be escorted during their site visit. The escort will not answer any questions. Only questions answered through the formal Question and Answer process will form part of the RFP and resulting contract. Attendees will have access to the Master Equipment database, available in the theatre, through the week to aide in answering questions regarding equipment, storerooms and engineering systems.

Attendees are welcome to take any, tests, samples, measurements etc. that will aid them in better understanding the scope of work. Bidders are to note that the information provided in the RFP and SOW with respect to the condition of the ship is the best information available to CANADA at the time of release. Bidders are responsible to ensure the accuracy of such information.

**IMPORTANT:** As noted in the Request for Proposal and accompanying Environmental Assessments, the ships contain various types of Hazardous Wastes. Site Visit attendees are required to provide their own safety equipment suitable for touring the ships under the stated conditions.

Canada will not be supplying any safety gear. It is recommended that attendees consider the following safety equipment for the Site Visit(s):

- hard hat (mandatory);
- safety boots (mandatory);
- eye protection/goggles;
- personal air monitoring equipment;
- flashlight; and
- coveralls.

### **Mandatory Site Visit**

Ship: Former CFAV QUEST  
Date: March 29-30, 2017  
Time: 08:30-17:00  
Location: CFB Halifax - HMC Dockyard  
Rainbow Gate (South Gate)

Administration: Bidders will need picture ID to show the commissionaire at the main gate to gain access. Attendees will be required to meet at 08:30 at the Rainbow Gate (South Gate). Attendees will be escorted from the gate to meeting/site visit locations.

Parking: Limited – first come, first served. It is recommended that attendees travel by taxi as parking on the base is limited.

All Attendees shall receive a safety brief and shall sign a release form acknowledging that touring the ship is done at their own risk.

Attendees will be escorted during their site visit. The escort will not answer any questions. Only questions answered through the formal Question and Answer process will form part of the RFP and resulting contract. Attendees will have access to the Master Equipment database, available in the theatre, through the week to aide in answering questions regarding equipment, storerooms and engineering systems.

Attendees are welcome to take any, tests, samples, measurements etc. that will aid them in better understanding the scope of work. Bidders are to note that the information provided in the RFP and SOW with respect to the condition of the ship is the best information available to CANADA at the time of release. Bidders are responsible to ensure the accuracy of such information.

**IMPORTANT:** As noted in the Request for Proposal and accompanying Environmental Assessments, the ships contain various types of Hazardous Wastes. Site Visit attendees are required to provide their own safety equipment suitable for touring the ships under the stated conditions.

Canada will not be supplying any safety gear. It is recommended that attendees consider the following safety equipment for the Site Visit(s):

- hard hat (mandatory);
- safety boots (mandatory);
- eye protection/goggles;
- personal air monitoring equipment;
- flashlight; and
- coveralls.

**Optional Conference Close-out**

Date: March 31, 2017  
Time: 08:30 - TBD  
Location: CFB Halifax - HMC Dockyard  
Rainbow Gate (South Gate)

Administration: Bidders will need picture ID to show the commissionaire at the main gate to gain access. Attendees will be required to meet at 08:30 at the Rainbow Gate (South Gate). Attendees will be escorted from the gate to meeting/site visit locations.

Parking: Limited – first come, first served. It is recommended that attendees travel by taxi as parking on the base is limited.

Bidders will have the opportunity to review any documentation provided during the conference and are welcome pose any questions to CANADA. At the discretion of the Contracting Authority, the conference will be officially closed.

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## **Annex "I" - Bidders' Questions and Answers**

## **ANNEX I**

### **BIDDER QUESTIONS AND CANADA RESPONSES**

Completed and updated during the solicitation process.

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## **Annex "J" - Deliverables Checklist**

**Annex J - Deliverables Checklist**

<b>Deliverables Due at Bid Closing - Mandatory Criteria</b>				
<b>Item</b>	<b>RFP Reference(s)</b>	<b>Description</b>	<b>Met (Yes / No)</b>	<b>Bid Reference / Section</b>
1	PART 2 - 2.2	Bid Received by date and time on the front page of the solicitation		
2	PART 2 - 2.6, 2.7	Attendance at Mandatory Bidder Conference and Mandatory Site Visit		
3	PART 3 - 3.2.1	Ship Breaking Experience		
4	PART 3 - 3.2.2	Dead Ship Transfer and Towing Experience		
5	PART 3 - 3.2.3	Environmental Handling Experience		
6	PART 3 - 3.2.4	Facilities		
7	PART 3 - 3.2.5a	Facilities – Along-side (not applicable to dry dock operations)		
8	PART 3 - 3.2.5b	Facilities – Dry Dock (not applicable to along-side operations)		
9	PART 3 - 3.2.6	Facilities – Permits, Licenses and Certifications for Ship Disposal		
10	PART 3 - 3.2.7	Facilities - Permits, licenses and certifications for Hazardous Materials handling		
11	PART 3 - 3.2.8	Facilities – Subcontracted Facilities Letter of Agreement		
12	PART 3 - 3.2.9	Subcontractor - List		
13	PART 3 - 3.2.10	Subcontractor – Letters of Agreement		
14	PART 3 - 3.2.11	Preliminary Project Schedule		
15	PART 3 - 3.2.12	Preliminary Management Plan		
16	PART 3 - 3.2.13	Quality Plan		
17	PART 3 - 3.2.14	Health and Safety		
18	PART 3 - 3.2.15	Preliminary Environment Management Plan		
19	PART 3 - 3.3.1	Management Capability		
20	PART 3 - 3.3.2	Project Management		
21	PART 3 - 3.3.3	Management Team Personnel		
22	PART 3 - 3.3.4	Project Manager		
23	PART 3 - 3.4.1	Financial Presentation - completed Annex "F"		
24	PART 3 - 3.4.2	Electronic Payment of Invoices – Bid		
25	PART 3 - 3.4.4	Financial Security		
26	PART 3 - 3.4.5	Financial Presentation - completed Annex "M"		
27	PART 5	Integrity Provisions - required documentation in accordance with the Ineligibility and Suspension Policy		
28	PART 6 - 6.3 / PART 7.17	Contract Financial Security - Letter issued by an approved surety or financial institution in accordance with PART 6 - 6.3		
29	PART 6 - 6.5	Insurance Requirements - Letter from an insurance broker or an insurance company in accordance with Part 6 - 6.5		
30	PART 6 - 6.6	Workers Compensation Certification – Letter of Good Standing		
31	PART 6 - 6.7	Valid Labour Agreement		

<b>Deliverables Due for Contract Award</b>				
<b>Item</b>	<b>RFP Reference(s)</b>	<b>Description</b>	<b>Met (Yes / No)</b>	<b>Bid Reference / Section</b>
32	PART 2 - 2.9	Docking Facility Certification		
33	PART 2 - 2.10 / PART 6 - 6.1 / PART 7 - 7.3	Controlled Goods Registration - Contractor and any Subcontractor proposed to examine, possess or transfer controlled goods are registered, exempt or excluded under the CGP.		
34	PART 5	All certifications required under PART 5 - Certifications		
35	PART 6 - 6.1	Valid Organization Security Clearance in accordance with Part 7 - 7.3.1		
36	PART 6 - 6.2	Financial Capability, where required.		

<b>Initial Contract Deliverables</b>				
<b>Item</b>	<b>Reference(s)</b>	<b>Description</b>	<b>Due</b>	<b>Received (Yes/No)</b>
37	PART 7 - 7.14	Certificate of Insurance	10 days after Contract Award	
38	PART 7 - 7.17	Financial Security	10 days after Contract Award	
39	PART 7 - 7.37	Quality Plan	15 days after Contract Award	
40	PART 7 - 7.39	Project Schedule	5 days after Contract Award	
41	Statement of Work - Annex "A"	Detailed Work Plan	14 days prior to commencing the Work	

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## **Annex "K" - Integrity Declaration Form**



## Integrity Declaration Form

An Integrity Declaration Form must be submitted **only** when:

1. the supplier, one of its affiliates<sup>1</sup> or a proposed first-tier subcontractor<sup>2</sup> has been charged with or convicted of a criminal offence in a country other than Canada that, to the best of the supplier’s knowledge and belief, may be similar to one of the listed offences in the [Ineligibility and Suspension Policy](#) (the “Policy”); and/or
2. the supplier is unable to provide any of the certifications required by the [Integrity Clauses](#).

### Instructions for Submitting an Integrity Declaration Form

1. Please complete the Integrity Declaration Form by providing the information requested in the table, below. Put the completed Form in a sealed envelope labeled, “Protected B,” and addressed to:

Integrity, Departmental Oversight Branch  
 Public Works and Government Services Canada  
 11 Laurier Street, Place du Portage, Phase III, Tower A, 10A1 – room 105  
 Gatineau (Québec), Canada K1A 0S5

2. Include the sealed envelope with your bid submission, offer or lease.

### SECTION 1: SUPPLIER INFORMATION

Supplier’s legal name:	
Supplier’s address:	
Supplier’s procurement business number (PBN):	
Lease or solicitation number:	
Date of bid, offer submission date or closing date of Invitation to Offer: (YYYY-MM-DD)	

<sup>1</sup> Please refer to the Policy for the definition of affiliate. An affiliate of a business entity includes persons, such as the senior officers of the business entity, and associated entities such as parent companies and subsidiaries.

<sup>2</sup> The term “first-tier subcontractor” is defined in section 16(a) of the Policy. A proposed first-tier subcontractor is a first-tier subcontractor that is identified by name in a bid submission, offer, lease, etc. by a supplier in a procurement process or real property transaction.



## SECTION 2: FOREIGN CRIMINAL OFFENCES

If applicable, please provide a complete list of all foreign criminal charges and convictions pertaining to yourself, your affiliates and your proposed first-tier subcontractors that, to the best of your knowledge and belief, may be similar to one of the domestic criminal offences listed in the Policy.

If there is more than one potentially similar foreign charge or conviction, please identify all additional charges and convictions, including the information below, in a separate document under the heading Foreign Criminal Offences, to be included with this Form.

Name of party with charge or conviction	
Relationship of party to supplier	
Foreign country and jurisdiction where charge/conviction occurred	
Specify whether charge or conviction	
Section number and law under which charge/conviction occurred	
Date of charge/conviction (YYYY-MM-DD)	
Domestic offence that may be similar	
Additional Comments:	

Additional charges/convictions are identified in a separate document included with this Form:  
Yes  No

## SECTION 3: INABILITY TO PROVIDE A CERTIFICATE

### A. INABILITY TO CERTIFY AS TO FOREIGN CRIMINAL CHARGES AND CONVICTIONS

If you are unable to certify that you have provided the required list of all foreign criminal charges and convictions, you must explain why. The explanation should be provided in a separate document under the heading Inability to Certify as to Foreign Criminal Charges



and Convictions, to be included with this Form. PWGSC may request additional information from you.

An explanation regarding foreign criminal charges and convictions is provided in a separate document included with this Form: Yes  No

**B. INABILITY TO CERTIFY AS TO DOMESTIC CRIMINAL OFFENCES AND OTHER CIRCUMSTANCES**

If a criminal offence or other circumstance described in the Policy applies to you, one of your affiliates or a proposed first-tier subcontractor, you must identify that offence or circumstance, below. By marking a box beside an offence, you are acknowledging that the identified party, be it you, an affiliate or a first-tier subcontractor, has been charged with, convicted of or pleaded guilty to, that offence. In the row titled Comments, you must identify the affected party by name and specify how the particular offence you have identified applies to the named party.

Offence	Supplier	Affiliate	Subcontractor
<b>Financial Administration Act</b>			
80(1)(d): False entry, certificate or return	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
80(2): Fraud against Her Majesty	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
154.01: Fraud against Her Majesty	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Criminal Code</b>			
121: Frauds on the government and contractor subscribing to election fund	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
124: Selling or purchasing office	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
380: Fraud – committed against Her Majesty	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
418: Selling defective stores to Her Majesty	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Criminal Code</b>			
119: Bribery of judicial officers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
120: Bribery of officers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
346: Extortion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
367: Punishment for forgery	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
368: Use, trafficking or possession of a forged document	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
382: Fraudulent manipulation of stock exchange transactions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
382.1: Prohibited insider trading	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
397: Falsification of books and documents	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
422: Criminal breach of contract	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
426: Secret commissions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



462.31: Laundering proceeds of crime	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
467.11: Participation in activities of criminal organization	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
467.12: Commission of offence for criminal organization	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
467.13: Instructing commission of offence for criminal organization	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Competition Act</b>			
45: Conspiracies, agreements or arrangements between competitors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
46: Foreign directives	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
47: Bid rigging	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
49: Agreements or arrangements of federal financial institutions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
52: False or misleading representation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
53: Deceptive notice of winning a prize	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Corruption of Foreign Public Officials Act</b>			
3: Bribing a foreign public official	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4: Accounting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5: Offence committed outside Canada	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Controlled Drugs and Substances Act</b>			
5: Trafficking in substance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6: Importing and exporting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7: Production of substance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Lobbying Act</b>			
Registration of Lobbyists			
5: Consultant Lobbyists	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7: In-house Lobbyists (Corporations and Organizations)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Income Tax Act</b>			
239: False or deceptive statements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Excise Tax Act</b>			
327: False or deceptive statements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Other Circumstances (Specify):</b>			



**Comments:**

**C. INABILITY TO CERTIFY AS TO A DETERMINATION OF INELIGIBILITY OR SUSPENSION**

If you are aware of a determination of ineligibility or suspension with respect to yourself, one of your affiliates or a proposed first-tier subcontractor, you should explain the circumstances of your participation in the competitive process. With respect to an ineligible or suspended subcontractor, then you should include a copy of the written consent to propose the ineligible or suspended subcontractor.

If you are otherwise unable to certify that you are unaware of a determination of ineligibility or suspension with respect to yourself, one of your affiliates or a proposed first-tier subcontractor you must explain why.

All required explanations should be provided in a separate document under the heading Inability to Certify as to a Determination of Ineligibility or Suspension, to be included with this Form. PWGSC may request additional information from the supplier.

An explanation regarding a determination of ineligibility or suspension is provided in a separate document included with this Form: Yes  No

**Declaration**

I, (name) \_\_\_\_\_, (position) \_\_\_\_\_, of (supplier's name) \_\_\_\_\_ declare that the information provided in this Form is, to the best of my knowledge and belief, true, accurate and complete. I am aware that a false or misleading certification or declaration will result in my proposal or offer being deemed non-responsive. I am also aware that Canada may terminate a contract or real property agreement for default when a supplier has provided a false or misleading certification or declaration and, further to the Policy, the supplier will be ineligible for award of a contract or real property agreement for 10 years.

\_\_\_\_\_  
Signature



Public Works and  
Government Services  
Canada

Travaux publics et  
Services gouvernementaux  
Canada

**Protected B** *when completed*

## **With Thanks**

We appreciate your interest in doing business with the Government of Canada and your understanding of the additional steps that must be taken to protect the integrity of Canada's procurement and real property processes.



## Guidance Document for the Declaration Form

This Integrity Declaration Form (the “Form”) is for use by bidders in procurement processes and by vendors, purchasers, tenants and lessors in real property transactions. In this Form, the term “supplier” includes bidders, vendors, purchasers, tenants and lessors. The term “party” is used in this Form to include suppliers, affiliates and first-tier subcontractors.

The Integrity Clauses contained in instruments involved in procurement processes and real property transactions (the “Integrity Clauses”) require a supplier to submit an Integrity Declaration Form in two circumstances:

1. when the supplier, one of its affiliates<sup>3</sup> or a proposed first-tier subcontractor<sup>4</sup> has been charged with or convicted of a criminal offence in a country other than Canada that, to the best of the supplier’s knowledge and belief, may be similar to one of the listed offences in the *Ineligibility and Suspension Policy* (the “Policy”); and
2. when the supplier is unable to provide any of the certifications required by the Integrity Clauses.

An Integrity Declaration Form must be submitted only when one or both of these circumstances apply to the supplier. When no Form is submitted, it will be understood to mean that neither of these two circumstances apply to the supplier.

A supplier that provides a false or misleading certification or declaration will have its proposal or offer deemed non-responsive. Canada may also terminate a contract or real property agreement for default in such circumstances. Moreover, further to the Policy, a supplier will be ineligible for award of a contract or real property agreement for 10 years.

### 1. Foreign Criminal Offences

The Policy provides, among other things, that a supplier may be ineligible for award of a contract or real property agreement when the supplier or one of its affiliates has been convicted of an offence listed in the Policy or of a similar offence in a foreign jurisdiction. The Integrity Clauses require a supplier to provide a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first-tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the domestic criminal offences listed in the Policy. The domestic offences listed in the Policy, including their section numbers, are identified in section B of this form, under the heading Inability to Certify as to Domestic Criminal Offences and Other Circumstances. PWGSC

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<sup>3</sup> Please refer to the Policy for the definition of affiliate. An affiliate of a business entity includes persons, such as the senior officers of the business entity, and associated entities such as parent companies and subsidiaries.

<sup>4</sup> The term “first-tier subcontractor” is defined in section 16(a) of the Policy. A proposed first-tier subcontractor is a first-tier subcontractor that is identified by name in a bid submission, offer, lease, etc. by a supplier in a procurement process or real property transaction.



determines whether a foreign offence and an offence listed in the Policy are similar. PWGSC may seek additional information from a supplier for purposes of making this determination.

If there is more than one potentially similar foreign charge or conviction, please identify all additional charges and convictions, including all necessary information, in a separate document under the heading Foreign Criminal Offences, to be included with this Form.

## **2. Inability to Provide a Certificate**

The Integrity Clauses provide that, by submitting a bid or offer, a supplier is certifying to the truth of six statements. Generally speaking, a supplier is certifying that:

1. it has read and understands the Policy, including that it may be declared ineligible to enter into a contract or real property agreement with Canada in certain circumstances;
2. none of those circumstances that will or may result in the supplier being ineligible to enter, or suspended from entering, a contract or real property agreement apply to it; and
3. it has provide a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first-tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the domestic offences listed in the Policy.

When a supplier is unable to provide any of the six certifications required by the Integrity Clauses, it must complete and submit this Form with its bid or offer.

### **A. Inability to Certify as to Foreign Criminal Charges and Convictions**

As noted above, the Integrity Clauses require a supplier to provide a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first-tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the domestic criminal offences listed in the Policy. The complete list of foreign criminal charges and convictions, if any, must be submitted using this Form. By submitting a bid or offer, a supplier is certifying that it has provided a complete list of all such foreign criminal charges and convictions, if any.

If a supplier is unable to certify that it has provided the required list of all foreign criminal charges and convictions, it must explain why. The explanation should be provided in a separate document under the heading Inability to Certify as to Foreign Criminal Charges and Convictions, to be included with this Form. PWGSC may request additional information from the supplier.



## **B. Inability to Certify as to Domestic Criminal Offences and Other Circumstances**

The Integrity Clauses require a supplier to certify that none of the domestic criminal offences listed in sections 6(a) to (c) of the Policy, as identified in section 3.B of this form, and other circumstances described in the Policy, that will or may result in a determination of ineligibility or suspension, apply to it, one of its affiliates or a proposed first-tier subcontractor. A criminal offence applies to a party where the party has been charged with, convicted of or pleaded guilty to, the offence in the past three years and has not received a pardon for the offence.<sup>5</sup> Other circumstances identified in the Policy that will or may result in ineligibility or suspension include entering into a first-tier subcontract with an ineligible or suspended supplier [Policy, s. 6(d)], providing a false or misleading certification or declaration [Policy, s. 6(e)] and breaching a term or condition of an Administrative Agreement with PWGSC [Policy, s. 7(c)].

When a criminal offence or other circumstance described in the Policy applies to a supplier, one of its affiliates or a proposed first-tier subcontractor, the supplier must identify that offence or circumstance. By marking a box beside an offence, a supplier is acknowledging that the identified party, be it the supplier, an affiliate or a first-tier subcontractor, has been charged with, convicted of or pleaded guilty to, that offence. In the row titled Comments, the supplier must identify the affected party by name and specify how the particular offence it has identified applies to the named party.

## **C. Inability to Certify as to a Determination of Ineligibility or Suspension**

The Integrity Clauses require a supplier to certify that it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it, one of its affiliates or a proposed first-tier subcontractor. The process for determining the status of a party under the Policy is described in section 16(b) of the Policy. When a supplier is unable to provide this certification, it must complete this Form.

Under section 15 of the Policy, titled Public Interest Exception (“PIE”), a contracting authority may enter into a contract or real property agreement with an ineligible or suspended supplier in narrow circumstances if the relevant Deputy Head or equivalent considers that doing so is in the public interest. Subject to receiving a PIE, an ineligible or suspended supplier that participates in a competitive solicitation or real property transaction will be declared non-responsive [Policy, s. 13(c)]. A supplier seeking a PIE in a competitive process would be unable to certify as to the absence of a determination with respect to itself.

Similarly, under section 16(e) of the Policy, a supplier may seek, in advance, the written consent of the relevant Deputy Head or equivalent to propose an ineligible or suspended

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<sup>5</sup> See, Policy, section 8, for information on pardons. A pardon would apply only to a conviction.



first-tier subcontractor in a competitive process. Such request should be made through the named contracting or real property authority. A supplier that has obtained, in advance, written consent to use an ineligible or suspended first-tier subcontractor would be unable to certify as to the absence of a determination with respect to the subcontractor.

It should be noted, however, that a Deputy Head or equivalent cannot provide consent to contract with a supplier that has lost its capacity to contract with Canada, further to subsection 750(3) of the *Criminal Code*. Similarly, consent cannot be provided for a supplier to enter into a first-tier subcontract with a subcontractor that has lost its capacity to receive any benefit under a contract between Canada and any other person, further to subsection 750(3) of the *Criminal Code*.

When a supplier is aware of a determination of ineligibility or suspension with respect to itself, one of its affiliates or a proposed first-tier subcontractor it should explain the circumstances of its participation in the competitive process. If the supplier is seeking a PIE, it should explain why it is in the public interest to be awarded the contract. With respect to an ineligible or suspended subcontractor, the supplier should include a copy of the written consent to propose the ineligible or suspended subcontractor.

When a supplier is otherwise unable to certify that it is unaware of a determination of ineligibility or suspension with respect to itself, one of its affiliates or a proposed first-tier subcontractor it must explain why.

All required explanations should be provided in a separate document under the heading Inability to Certify as to a Determination of Ineligibility or Suspension, to be included with this Form. PWGSC may request additional information from the supplier.

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## **ANNEX "L" - ELECTRONIC PAYMENT INSTRUMENTS**

## **ANNEX "L" - ELECTRONIC PAYMENT INSTRUMENTS**

*As indicated in Part 3, clause 3.1.2, the Bidder must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.*

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

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

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## **ANNEX "M" – MEETING AGENDA AND MINUTES**

**Annex M - Meeting Agenda and Minutes**

The Contractor shall provide Agendas in accordance with Data Item Deliverable (DID) 001 unless expressly excused by the Contracting Authority.

The Contractor shall provide Meeting Minutes in accordance with DID 002 for all meetings unless expressly excused by the Contracting Authority.

DID#	TITLE	DESCRIPTION	PREPARATION INSTRUCTIONS
001	Meeting Agendas	The Meeting Agenda provides an outline of purpose, objectives and areas to be formally discussed at meetings.	<p><b>1. Format</b> The Agenda shall be prepared in the Contractor's format.</p> <p><b>2. Content</b> The Agenda shall include the following:</p> <ul style="list-style-type: none"> <li>a. The scope, purpose and objectives of the meeting;</li> <li>b. Topics to be discussed;</li> <li>c. Time, date, location and anticipated duration;</li> <li>d. Contractor attendees;</li> <li>e. Subcontractor attendees (if required); and</li> <li>f. Need for any Government/Contractor documentation to be presented at the review.</li> </ul> <p><b>3. Additional Information</b> The agenda shall include any general information that aids in understanding.</p>

DID#	TITLE	DESCRIPTION	PREPARATION INSTRUCTIONS
002	Meeting Minutes	The Meeting Minutes records significant discussion, actions, decisions, and all pertinent information necessary to provide a complete and accurate record of the proceedings.	<p><b>1. Format</b> The Meeting Minutes shall be prepared in the Contractor's format. The format of the first report submitted shall be subject to approval by the Contract Authority and Project Authority, and once approved, shall become the standard for future reports.</p> <p><b>2. Content</b> The minutes shall include the following information:</p> <ul style="list-style-type: none"> <li>a. A copy of the approved agenda (if modified since acceptance by Canada);</li> <li>b. A list of all attendees detailing title and contact number;</li> <li>c. A record of discussion of all items tabled and action taken;</li> <li>d. A record of decisions;</li> <li>e. Specific identification of action items arising from discussions, including the name and job title of each person required to take action on outstanding items and a scheduled time for response;</li> <li>f. The proposed date, time and location of any follow-up meeting;</li> <li>g. Signature blocks for both Contractor and Government responsible representatives; and</li> <li>h. Copies of all data and information tabled at the meeting appended to the minutes (unless excused by Canada).</li> </ul> <p>The Meeting Minutes shall include a disclaimer that the minutes are a record of discussions only and do not constitute approval for contractual changes.</p> <p><b>3. Additional Information</b> The minutes shall include any general information that aids in understanding of the topics discussed or presented.</p>