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PWGSC
1550, Avenue d'Estimauville
1550, D'Estimauville Avenue
Québec
Québec
G1J 0C7

**SOLICITATION AMENDMENT
MODIFICATION DE L'INVITATION**

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

Comments - Commentaires

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

Issuing Office - Bureau de distribution
TPSGC-PWGSC
601-1550, Avenue d'Estimauville
Québec
Québec
G1J 0C7

Title - Sujet Démantèlement Kathryn Spirit	
Solicitation No. - N° de l'invitation EE517-180542/B	Amendment No. - N° modif. 006
Client Reference No. - N° de référence du client EE517-180542	Date 2017-08-09
GETS Reference No. - N° de référence de SEAG PW-\$QCM-009-17145	
File No. - N° de dossier QCM-7-40071 (009)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-09-07	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
F.O.B. - F.A.B.	
Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Thellend, François	Buyer Id - Id de l'acheteur qcm009
Telephone No. - N° de téléphone (418) 649-2889 ()	FAX No. - N° de FAX (418) 648-2209
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Beauharnois (Québec)	

Instructions: See Herein

Instructions: Voir aux présentes

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

**DISMANTLEMENT OF THE M/V KATHRYN SPIRIT, REMOVAL OF THE
TEMPORARY EMBANKMENT AND SITE REHABILITATION
BEAUHARNOIS (QUEBEC)**

AMENDMENT 006

Content of solicitation amendment 006:

- 1) Addendum 001; and
- 2) Questions and answers 10 to 37.

1) Addendum 001

Addendum 001 consists of the reissue of the Statement of Work to clarify certain elements and to ensure consistency between the French and English versions of the documents.

Bidders are to note that all changes to the original Statement of Work are identified in the new document by the use of **bold and underlined characters**.

2) Questions and answers

Q10) Can a non-incorporated joint venture bid on this project?

A10) Yes, non-incorporated joint ventures may bid on this project. Bidders who are bidding as a joint venture must clearly indicate that they are forming a joint venture and provide the following information:

1. The name of each member of the joint venture;
2. The procurement business number of each member of the joint venture;
3. The name of the venture's representative, i.e. the member chosen by the others to represent the venture, if applicable;
4. The name of the joint venture, if applicable.

The bid and all subsequent contracts must be signed by all members of the joint venture, unless one member has been designated as a representative. The contracting authority may, at any time, require each member of the venture to confirm that the representative has the full power to act as such for the purposes of the request for proposals and all subsequent contracts. If a contract is awarded to a joint venture, all members will be jointly and severally responsible for executing said contract.

Q11) Is it possible to make an agreement with the property owner to extend the nature of the activities to be performed on the access site that has been made available to them by Canada?

A11) Canada will not modify the lease on the access site to extend the nature of the activities that may be performed there. The contractor who is awarded this contract will not have the authority to modify the lease. Therefore, the only activities permitted on the access site are those listed in the statement of work.

Q12) Is it possible to make an agreement with the property owner or other third parties to gain access to additional land, services or infrastructures (other than those not covered in the access agreement) for the purposes of this project?

A12) Canada will not limit contractors who wish to make agreements with third parties for access to land, services and infrastructures.

Q13) Are there any legal issues related to the ship? In other words, is there any risk of claims or prosecution from contractors or providers who performed services or provided materials for former property owners?

A13) Any debts, claims or lawsuits that may have existed between former property owners and their providers are not Canada's responsibility. As specified in solicitation amendment 005, actions performed under this contract are covered by subparagraph 180(1)a) of the *Canada Shipping Act*. Canada is authorized to dismantle and scrap the M/V Kathryn Spirit due to the risk it poses to the environment. However, at no time will Canada be considered the owner of the ship.

The contract that may be awarded following this request for proposal will not include any clauses related to the sale or transfer of ownership of the ship. As a result, any lawsuits, claims or debts, real or alleged, between former owners of the ship and the providers of said ship cannot involve Canada or the contractor mandated by Canada to dismantle the ship.

Q14) Reference: Appendix D - Environmental Effect Assessment, Appendix 11 - Measure 69 - First Nations Community Consultation. Can you confirm that Canada is responsible for these consultations?

A14) The CCG is responsible for all consultations with First Nations communities.

Q15) Can bidders receive a copy of the full version of the lease agreement between Les Investissements Rene St-Pierre Ltd. and Fisheries & Oceans Canada.

A15) No, the full version of the lease agreement will not be provided to the bidders.

Q16) The RFP package contains the St-Pierre / Englobe- Volume 1 – Surveys General Technical Note (January 31, 2017) in English language. Absent from the RFP package was Volume 2 (Figures and tables) and Volume 3 (Appendices 1 to 5) in English language. Please provide Volumes 2 and 3 in English language.

A16) The English documents will soon be made available on the Buy and Sell website.

Q17) Please provide the AutoCAD and shape files used to generate the various site plans.

A17) The files are now available on the Buy and Sell website.

Q18) Can additional permits be obtained from relevant authorities, either Contractor initiates application or Canada obtains on behalf of the Contractor, for example, if the embankment and work site area at the stern and bow need to be enlarged?

A18) As indicated in sections 5.1 and 5.2, the contractor is not permitted to request additional authorizations. PSPC is responsible for obtaining the necessary authorizations and/or permits. Additionally, as indicated in section 7.4, no work that encroaches on the lake bed may be performed outside the embankment. Consequently, no work is allowed outside the embankment.

Q19) Access Site - restricts any treatment or disposal of hazardous waste. Please clarify the definition of 'treatment'. Permissible activities on the Access site according to the Abridged Lease Agreement Section 1 list includes area for installation of a water pumping and treatment system. Please confirm that hydrocarbon water treatment system(s) can be installed and operated on the Access site for treatment of hydrocarbon contaminated water?

A19) The access site must not be used to treat or dispose of hazardous materials or waste. A water treatment system may be installed and used on the access site only for decantation of water that is free from chemical contaminants.

Q20) Please confirm whether the Access Site can be used for temporary stockpiling and storage of ship metal and other debris prior to transport off-site to an approved disposal facility? Storage in this context does not include treatment nor disposal.

A20) The agreement does not allow the site to be used for storage, sorting or cleaning of waste, or any other waste treatment activities. Our agreement states that materials must be transferred off-site, then transported to an appropriate site. The contractor must make their own arrangements if they wish to treat the waste on-site.

Q21) CCG implied during the July 12th site visit that they have a good idea where the water is entering the vessel from. Could CCG please provide information on where the hull is damaged? Is documentation on the recorded damage available for review?

A21) The underwater inspection was not able to determine the condition of the Kathryn Spirit's hull. The contractor must establish a working hypothesis from the reference documents provided in the appendices of the statement of work.

Q22) There are numerous dates and timelines throughout the RFP documents referencing bid submission dates, planning deliverable dates, bid validity date (BA04), Contract Period (BA06), etc. It is also clear Canada expects Contractor to assume liability of the vessel at the time of contract award. Understanding the logistics required and sequence of activities leading up to contract award and following contract but prior to mobilization to site (i.e. documentation preparation and delivery, permits obtained, long lead equipment ordered and delivered, etc.), the timing of when liability switches from Canada to Contractor needs clarification and discussion. It is not clear what the basis for schedule estimation was used by Canada in timelines provided in Section 3 of the Statement of Work.

Questions:

- A) What is the anticipated Contract Award date?
- B) Does Canada have flexibility to extend these dates in Section 3 under the lease of the Access Site?

Answers:

- A22A) The intent is to award the contract as soon as possible following the solicitation closing date given the winning bid's value is within the available level of funding. If the winning bid value is higher than the level of funding, the contract award date cannot be estimated at this time Canada will have to either resolicit, cancel the solicitation or obtain additional funding.
- A22B) Clause 3.2 of the lease lists three options for prolonging the lease by one month. However, clause 2.2 of the lease states that if the work is not able to begin on September 1, 2017, the lessee may delay the start of the lease and extend it for as long as is needed to dismantle the ship and restore the site.

Q23) Lloyd's Register Marine - Vessel Condition Summary (April 2017) - Section 3.3.2 (Page 6) - Risk Assessment - reference is made to a risk assessment report conducted by LRCL in Appendix A. Please provide this LRCL risk assessment report.

A23) The documents will soon be made available on the Buy and Sell website.

Q24) Fisheries and Oceans Canada December 15, 2016 review letter - the letter references details submitted in a proposal dated September 19, 2016 and subsequent emails with additional information provided. Please provide the September 19, 2016 proposal submitted to DFO.

A24) The document is an examination request form that was submitted to Fisheries and Oceans Canada's Fisheries Protections Program under the *Fisheries Act*. The form contains a brief description, a list of the various parts of the project and the anticipated work methods. Any information contained in the form has been provided in the documents for this call for tenders. The form does not provide any new information.

Q25) It was evident during the site visit of July 12, 2017 that some dismantlement had previously occurred and this was also confirmed in the LRCL Vessel Condition Summary report (April 2017). Please provide any previous LRCL Vessel Condition Summary report(s) and/or documentation that describes what dismantling of the Kathryn Spirit has taken place by other contractors.

A25) We do not have any documentation that describes the extent to which the Kathryn Spirit has been dismantled. The contractor must establish a working hypothesis from the aerial photos provided on the PSPC website.

Q26) Where this procurement process is a request for proposal (RFP) and not a tender, it means a level of flexibility by the contracting authority to allow for a range of solutions to be provided from the market and some discretionary judgement in allowing some change in the plans as described in the RFP.

Will Public Services and Procurement Canada (PSPC) accept alternative solutions to their prescribed elements of the work in their RFP, if sound and convincing evidence can be provided (e.g. alternate plan that would save money, improve safety, minimize or stay environmentally neutral)? If alternative solutions can be presented can a proponent submit more than one proposal? Or will the proponent be required to detail the alternate solution within the 40 pages of allowable proposal size? Please provide guidance on how to stay compliant with the proposal formatting requirements.

A26) The statement of work prescribes the minimum performance level that need to be achieved. As far as all restrictions and requirements are met, bidders should optimize work methods, safety and environmental management in order to achieve the required level of performance while keeping the cost as low as possible.

Bidders are allowed to deposit more than one bid in response to this RFP.

Q27) Abridged Lease Agreement - Please clarify location of leased premises as shown in Appendix A. There appears to be a red outlined area as well as a green highlight area closer to the shoreline. What is the significance of the green highlighted area?

A27) Approximate indication of riparian zone



Q28) Abridged Lease Agreement - Condition 9 c) references storage area B1. Please provide clarity on this location and what is permissible in the storage area.

A28) Storage Area B1 is a 300 square meters warehouse. There is no limitation in the Lease as to the usage of that space (it could be storing, vehicles repair shop, interior parking, dining area, etc.) as long as at the end of the job, the warehouse space is left in the same way it was at the beginning.

Q29) Abridged Lease Agreement – Condition 9 – it is understood the lessor is contractually required to provide to the lessee several site services including but not limited site security guard service, access, snow and ice removal, etc.

Questions:

- A) What provisions will be made for the successful bidder to be in control of site security?
- B) What authority will the successful proponent have to direct the standards of site security? This is especially important considering Canada is looking to convey all related liability to the Contractor immediately upon the award of the contract.

Answers:

- R29A) The Lessor is responsible for the control of the access to the site. There are no other provisions in the Lease concerning the on-site security.
- R29B) There is nothing in the Lease limiting the right of the successful proponent to establish its own reasonable safety and security rules on the site within the Leased Area.

Q30) Abridged Lease Agreement – access rights by lessee – section 1 of the lease agreement lists some uses of the Access Site indicating those specifically identified are “among others”. One accepted use of the land is for a land mooring system (bollards).

Questions:

- A) This use is interpreted as any required land based anchoring and pulling system, anchored into soil or bedrock within the Access Site is deemed permissible. Please confirm.
- B) Is there discretion to permit the use of the Jean Raymond in a strategy for anchoring the Kathryn Spirit if such strategy is required in the interest of public and worker safety?
- C) Has there been a process established to assess incidental damage to the Jean Raymond? If there is such a process, can you please describe it or provide documentation that describes the process.

Answers:

- A30A) Yes. Disturbed soil must be characterized and handled according to the applicable regulations.

The connection points on the vessel for a land based anchored system may be such that contact to the barge deck may be unavoidable. Furthermore, the chains or cables when under tension may limit safe access to the Jean Raymond barge.

- A30B) Canada will not limit contractors who wish to make agreements with third parties for access to land, services and infrastructures.
- A30C) No. The contractor is responsible for performing a visual survey of the ship once the contract has been awarded and before work begins.

Q31) Abridged Lease Agreement – access rights by lessor – section 1 of the lease agreement lists some uses of the Access Site indicating those specifically identified are “among others”. Nowhere in the abridged lease is there detail about the rights of the lessor within the Access Site. Interference on the Access Site by landowner (lessor) will impede work progress.

Questions:

- A) If unsuccessful, does the lessor have any access rights on the land or will access to the site be exclusively that of the contractor? If so, please explicitly list and define.
- B) If unsuccessful, does the lessor have any access rights to their barge (Jean Raymond)? If so, please explicitly list and define.
- C) If access is required by lessor to barge or Access Site land, how much advance notice by lessor to the lessee is required? Are there restraints on the lessor's rights of access? If the owner is permitted access rights is there documentation that details the access rights and the conditions that apply? If so, please provide the documentation
- D) Is it contracted that the lessor, if accessing the site, will be subject to the contractor's plans, policies and practices in regards occupation health and safety, environment, and emergency response?

Answers:

- A31A) The lease does not include any clauses relating to the lessor's access to the site. The Civil Code is therefore in effect. It states:
1857. The lessor has the right to ascertain the condition of the leased property, to carry out work thereon and, in the case of an immovable, to have it visited by a prospective lessee or acquirer; he is, however, bound to exercise his right in a reasonable manner.
- A31B) See the answer to question 31A).
- A31C) See the answer to question 31A). The lessor must inform the lessee within a reasonable amount of time.
- A31D) Yes

Q32) Abridged Lease Agreement – Condition 16 – it is understood an environmental site characterization study, including coring may be done before and after the lease ends.

Questions:

- A) Is Canada performing this study or will it be a requirement of the Contractor?
- B) Will any contractor be exempted from this requirement to perform an environmental site characterization study? If so, under what conditions would a contractor be exempted?

Answers:

- A32A) The contractor is responsible for the environmental soil characterization study for the access site, as indicated in section 7.4.
- A32B) No contractor may be exempted from this requirement. Environmental site characterization ensures that the operations performed under this contract do not lead to any additional contamination.

Q33) Statement of Work – Section 5.5 – states Contractor is not authorized to access the old barge (*Jean Raymond*).

Questions:

- A) If the successful bidder, will the owner of the *Jean Raymond* be required to leave the barge in place the entire duration of the project? If so, is there documentation that details the obligations on the owner? If so, please provide copies of the documentation?
- B) If the successful bidder, will the owner of the *Jean Raymond* be able to access barge while the contract work is being carried out or is it required to abide by the same access restrictions?

Answers:

A33A)

A33B) The *Jean Raymond* is privately owned; it would be the responsibility of the owner to make the necessary arrangements to have the *Jean Raymond* moved if deemed necessary. There is no documentation outlining the obligations on the owner. The documentation we have from TC indicates it is a permanent barge. We suspect the owner would have to obtain permission from TC to move the barge. If this scenario occurs, the contractor must meet the applicable requirements of all relevant authorities.

Q34) Statement of Work – Section 8.5 (page 25 of 82) – reference is made to the embankment stone being managed in accordance with the *Regulation respecting hazardous materials, the Regulation respecting contaminated soil storage and contaminated soil transfer stations and the MDDELCC Guide d'intervention – Protection des sols et rehabilitation des terrains contaminés*.

Is it anticipated that the embankment stone could be used as a top cover on a contaminated site? Or will the embankment stone have to be disposed of in a waste disposal site licensed to receive hazardous waste materials?

A34) The contractor is responsible for ensuring that any materials that come from the removal of the embankment are managed according to applicable regulations. The contractor must ensure that these materials are managed properly.

Q35) Statement of Work – Section 5.3 – timing restrictions for in-water work outside the embankment. In the Environmental Effects Assessment (Appendix D), Section 5.5.2.4 (page 54) it recommends avoidance of the May 1-August 15 window, to the extent possible. Considering this is an emergency response project, there exists the potential requirement to perform work during the spring and summer months but under a management plan that will include the use of a subject matter expert performing visual surveys. Please confirm this is permitted as written in the Appendix D document.

A35) Yes, we recommend that an expert perform a visual survey of the work site to detect potential birds' nests before work begins.

Q36) Statement of Work – Section 5.3 – noise concerns are identified as possible impacts on birds during mating or nesting season. There is no identified risk for humans. In the Appendix D report under Section 5.5.1.5, work must be performed within municipal noise and nuisance bylaws.

Questions:

- A) If noise is within (i.e. less than) the municipal bylaws, can it be safely assumed that there are no concerns to birds and restriction due to birds will not apply?
- B) The potential restriction period is April 1 to October 30 (except for August 15 to September 15). This effectively leaves 5 winter months to perform this scope of work. There appears to be a significant disconnect in the timeline provided in Section 3 of the statement of work and the restriction periods listed in Section 5.3. Please provide clarity on whether work can continue year round under management plans.
- C) Is the utilization of bird nesting avoidance techniques permissible to prevent birds from nesting in the adjacent forested park area?

Answers:

- A36A) All restrictions related to migratory birds apply, independently of the restrictions in municipal regulations. The contractor must be familiar with their legal obligations regarding the protection of birds.
- A36B) The restriction period for work in water is March 1 to August 1. All work in water is prohibited during this time. However, work may continue on land during this period. The dates that apply to the nesting period (April 15–August 15) and migration periods (April 1–May 15 and September 15–October 30) mean that the contractor must implement mitigation measures to protect avian wildlife during work.
- A36C) Bird nesting avoidance techniques are not necessary in the municipal park that is adjacent to the work site. However, these techniques may be used on the work site itself.

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006
File No. – N° du dossier
QCM-7-40071

Buyer ID – id de l'acheteur
QCM009

Q37) Please confirm delivery dates of Section 15 deliverables are per the dates listed in the table and not within 10 days following contract award as stated in the first paragraph of Section 15.

A37) Exact – the delivery dates are per the dates listed in the table.

***** The other terms and conditions remain unchanged *****