



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada

Pacific Region

401 - 1230 Government Street
Victoria, B.C.

V8W 3X4

Bid Fax: (250) 363-3344

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

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

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Public Works and Government Services Canada - Pacific
Region

401 - 1230 Government Street

Victoria, B. C.

V8W 3X4

Title - Sujet MV Sun Sea - Vessel Disposal		
Solicitation No. - N° de l'invitation 47419-194116/A	Date 2019-03-15	
Client Reference No. - N° de référence du client 47419-194116		
GETS Reference No. - N° de référence de SEAG PW-\$XLV-211-7701		
File No. - N° de dossier XLV-8-41224 (211)	CCC No./N° CCC - FMS No./N° VME	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-05-08		Time Zone Fuseau horaire Pacific Daylight Saving Time PDT
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>		
Address Enquiries to: - Adresser toutes questions à: Buchan, Torrey		Buyer Id - Id de l'acheteur xlv211
Telephone No. - N° de téléphone (250) 216-2092 ()		FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Canada Border Services Agency See herein		

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée See Herein	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

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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, and any other annexes.

1.2 Summary

The Canada Border Services Agency has a requirement to dispose of, through Ship Breaking, the MV Sun Sea. The Contractor will be required to prepare the ship for transfer, transfer the vessel to the Approved Site, and subsequently break (dismantle and dispose or recycle) the vessel 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 is an optional Bidders' Conference and Site Visit associated with this requirement.

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

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 [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

The requirement is subject to a preference for Canadian goods and/or services.

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

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XLV-8-41224

Buyer ID - Id de l'acheteur
xlw211
CCC No./N° CCC - FMS No./N° VME

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

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 (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The 2003 standard instructions is amended as follows:

- Section 08, entitled Transmission by facsimile or by epost Connect, is amended as follows:
subsection 2. is deleted entirely and replaced with the following:

2. epost Connect

- Unless specified otherwise in the bid solicitation, bids may be submitted by using the [epost Connect service](#) provided by Canada Post Corporation.
 - PWGSC, National Capital Region: The only acceptable email address to use with epost Connect for responses to bid solicitations issued by PWGSC headquarters is:

tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

or, if applicable, the email address identified in the bid solicitation.
 - PWGSC regional offices: The only acceptable email address to use with epost Connect for responses to bid solicitations issued by PWGSC regional offices is identified in the bid solicitation.
- To submit a bid using epost Connect service, the Bidder must either:
 - send directly its bid only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
 - send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, (in order to ensure a response), an email that includes the bid solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
- If the Bidder sends an email requesting epost Connect service to the specified Bid Receiving Unit in the bid solicitation, an officer of the Bid Receiving Unit will then initiate an epost Connect conversation. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access and action the message within the conversation. The Bidder will then be able to transmit its bid afterward at any time prior to the solicitation closing date and time.
- If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the epost Connect conversation open until at least 30 business days after the solicitation closing date and time.

- e. The bid solicitation number should be identified in the epost Connect message field of all electronic transfers.
- f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a bidder not have a Canadian mailing address, they may use the Bid Receiving Unit address specified in the solicitation in order to register for the epost Connect service.
- g. For bids transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
 - i. receipt of a garbled, corrupted or incomplete bid;
 - ii. availability or condition of the epost Connect service;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the bid;
 - v. failure of the Bidder to properly identify the bid;
 - vi. illegibility of the bid;
 - vii. security of bid data; or,
 - viii. inability to create an electronic conversation through the epost Connect service.
- h. The Bid Receiving Unit will send an acknowledgement of the receipt of bid document(s) via the epost Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or the Bid Receiving Unit. This acknowledgement will confirm only the receipt of bid document(s) and will not confirm if the attachments may be opened nor if the content is readable.
- i. Bidders must ensure that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in epost Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the epost Connect system.
- j. A bid transmitted by epost Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with section 05.

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.

2.2.1 Hard Copy Bid Submission

Bid Receiving Unit
Public Services and Procurement Canada
401 – 1230 Government Street
Victoria, B.C. V8W 3X4
Bid Facsimile: 250-363-3344

2.2.2 Electronic Bid Submission

Electronic address for epost Connect service:

TPSGC.RPReceptiondessoumissions-PRBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

All bids to be delivered electronically to BRUs must be through the use of epost Connect service in order to meet Canada's privacy security requirements.

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 British Columbia.

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 Optional Bidders' Conference

A bidders' conference will be held at 1611 Main Street, Vancouver, British Columbia V6A 2W5 on **April 4, 2019**. The conference will begin at **10:00AM PDT**. The scope of the requirement outlined in the bid solicitation will be reviewed during the conference and questions will be answered. It is recommended that bidders who intend to submit a bid attend or send a representative.

Bidders are requested to communicate with the Contracting Authority before the conference to confirm attendance. Bidders should 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 **April 3, 2019 at 2:00PM PDT**.

Any clarifications or changes to the bid solicitation resulting from the bidders' conference will be included as an amendment to the bid solicitation. Bidders who do not attend will not be precluded from submitting a bid.

2.7 Optional Site Visit

It is recommended 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 100 Annacis Park Way, Delta, BC on **April 3, 2018**. The site visit will begin at 10:00AM PDT.

Bidders are requested to communicate with the Contracting Authority no later than **April 2, 2019 at 2:00PM PDT** to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from

submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

2.8 Work Period - Marine

Work must commence and be completed as follows:

Commence: _____ (contract award date).
Complete: _____ (maximum December 31, 2019).

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 proposed work period must accompany the bid. If a beaching scenario is proposed, proof of use of the facility for the entire proposed work period 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 5 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 or 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 Former Public Servants – Competitive Bid

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

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian

Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension?

Yes () No ()

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

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

Yes () No ()

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;

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-
- f. period of lump sum payment including start date, end date and number of weeks;
 - g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. Bidders must provide their bid in a single transmission. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications
Section IV: Additional Information

If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid – 2 copies
Section II: Financial Bid – 1 copy
Section III: Certifications – 1 copy
Section IV: Additional Information – 1 copy

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

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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

- (a) use 8.5 x 11 inch (216mm 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>).

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.

3.3 Section II: Financial Bid

3.3.1 Financial Bid Presentation

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

3.3.2 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.

3.3.3 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.

3.3.4 Contract Financial Security

Bidders must provide their cost for Contract 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.

3.4 Section III: Certifications

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

3.5 Section IV: 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 and 3GA Ltd. will evaluate the bids. 3GA Ltd. has been contracted to provide a technical expert to serve on the technical evaluation team. The representative from 3GA Ltd. will not have access to the financial bids of the bidders.
- (c) The evaluation team will determine first if there are two or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

4.2 Technical Evaluation

The technical bids will be evaluated in accordance with Annex "N", Technical Evaluation Plan.

4.3 Financial Evaluation

4.3.1 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 II - Financial Bid**.

4.3.2 Evaluation of Price

A0220T (2014-06-26), Evaluation of Price

4.4 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 III - CERTIFICATIONS AND ADDITIONAL INFORMATION**.

4.5 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 IV - SECURITY, FINANCIAL AND OTHER REQUIREMENTS**.

4.6 Basis of Selection

- 1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria.
- 2. Bids not meeting (a) or (b) will be declared non-responsive.
- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60 % for the technical merit and 40 % for the price.
- 4. To establish the technical merit score, each responsive proposal will be prorated against the highest evaluated technical score and the ratio of 60 %.

5. To establish the pricing score, each responsive bid will have its financial bid examined and the proposed price for evaluation will then prorated against the lowest evaluated price and the ratio of 40 %.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing Score	$45,000 / 55,000 \times 40,000 = 32.73$	$45,000 / 50,000 \times 40,000 = 36.00$	$45,000 / 45,000 \times 40,000 = 40.00$
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#)" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\)](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) - [Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#)" 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#)" list during the period of the Contract.

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

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

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.

5.2.3.2 Canadian Content

This procurement is conditionally limited to Canadian goods and Canadian services.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the goods and services offered are Canadian goods and Canadian services, as defined in clause [A3050T](#), may be considered.

Failure to provide this certification completed with the bid will result in the goods and services offered being treated as non-Canadian goods and non-Canadian services.

The Bidder certifies that:

() a minimum of 80 percent of the total bid price consist of Canadian goods and Canadian services as defined in paragraph 5 of clause [A3050T](#).

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.(9), Example 2, of the [Supply Manual](#).

5.2.3.2.1 Canadian Content Definition

SACC *Manual* clause [A3050T](#) (2014-11-27), Canadian Content Definition.

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

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

6.2 Financial Capability

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

6.3 Contract Financial Security

The Bidder must provide evidence with its bid that it can provide Contract Financial Security as outlined in Part 7, Article 7.13. 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.

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 must be indicated in **Annex "J" - Financial Bid Presentation Sheet**.

6.4 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.

6.5 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.

The Bidder must provide, within 48 hours 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.

Solicitation No. - N° de l'invitation
47419-194116/A
Client Ref. No. - N° de réf. du client
47419-194116

Amd. No. - N° de la modif.
File No. - N° du dossier
XLV-8-41224

Buyer ID - Id de l'acheteur
xlv211
CCC No./N° CCC - FMS No./N° VME

6.6 Valid Labour Agreement

If the Bidder has a labour agreement, or other suitable instrument, in place with its unionized labour or workforce, it must be valid for the proposed period of any resulting contract. Before contract award and within *five (5) working days* of written notification by the Contracting Authority the Bidder must provide evidence of that agreement.

6.7 List of Proposed Subcontractors

If the bid includes the use of subcontractors, the Bidder agrees, upon written request from the Contracting Authority, to provide a list of all subcontractors including a description of the things to be purchased, a description of the work to be performed by specification section and the location of the performance of that work. The list should not include the purchase of off-the-shelf items, software and such standard articles and materials as are ordinarily produced by manufacturers in the normal course of business, or the provision of such incidental services as might ordinarily be subcontracted in performing the Work.

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 (2018-06-21), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

7.2.2 Supplemental General Conditions

1031-2 (2017-07-16) Contract Cost Principles, and

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”;
- 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.

7.3 Security Requirements

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. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/**PWGSC**.
3. The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/**PWGSC**.
5. The Contractor 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:

Commence: _____ (contract award date).
Complete: _____ (no later than December 31, 2019).

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:

Name: Torrey Buchan
Title: Supply team leader
Organization: Public Works and Government Services Canada
Acquisitions Marine, Procurement Branch – Pacific Region
Address: 1230 Government Street, Victoria, British Columbia, Canada, V8W 3X4
Telephone: 250-216-2092
E-mail: Torrey.Buchan2@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 Technical Authority

The Technical Authority for the Contract is provided at the time of contract award.

Name: TBD
Title: TBD
Organization: TBD
Address: TBD
Telephone: TBD
Facsimile: TBD
E-mail: TBD

The Technical Authority named above 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 Technical Authority, however the Technical 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 Inspection Authority

The Inspection Authority for the Contract is provided at the time of contract award.

Name: TBD
Title: TBD
Organization: TBD
Address: TBD
Telephone: TBD
Facsimile: TBD
E-mail: TBD

The Inspection Authority is responsible for inspection of the Work and acceptance of the finished work. The Inspection Authority will be represented on-site by an assigned On-Site Inspector and any other departmental inspectors who will from time to time be assigned in support of the designated inspector.

7.5.4 Contractor's Representative

Name and telephone numbers of the person responsible for contractual matters:

Name: _____
Telephone: _____
Email address: _____

Name and telephone numbers of the person responsible for invoicing matters:

Name: _____
Telephone: _____
Email address: _____

7.6 Payment

7.6.1 Basis of Payment – Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in **Annex “B” - Basis of Payment and Schedule of Milestones** for a cost of \$ _____. 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 Schedule of Milestones**.

7.6.4 Electronic Payment of Invoices – Contract *(if applicable)*

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);

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 Technical Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.
4. The Technical 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 Certifications and Additional Information

7.8.1 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.

7.8.2 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.

7.8.3 Canadian Content Certification *(if applicable)*
SACC Manual Clause A3060C (2008-05-12), Canadian Content Certification.

7.9 Applicable Laws

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

7.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 1031-2 (2017-07-16) Contract Cost Principles;
- (c) the supplemental general conditions 1028 (2010-08-16) Ship Construction - Firm Price, as amended;
- (d) the general conditions 2030 (2018-06-21) General Conditions - Higher Complexity - Goods;
- (e) Annex "A", Statement of Work;
- (f) Annex "B", Basis of Payment and Schedule of Milestones;
- (g) Annex "C", Security Requirements Check List;
- (h) Annex "D", Insurance Requirements;
- (i) Annex "E", Bidders' Questions & Answers;
- (j) Annex "F", Vessel Transfer Certificate;
- (k) Annex "G", Project Management Services;
- (l) Annex "H", Meeting Agenda and Minutes Procedure;
- (m) Annex "I", Subcontractor List;
- (n) the Contractor's bid dated _____.

7.11 Foreign Nationals (Canadian Contractor)
A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

7.12 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.

7.13 Contract Financial Security

7.13.1 Financial Security Requirement

1. The Contractor must provide the following contract financial security within five (5) calendar days after the date of contract award:

A performance bond (form PWGSC-TPSGC 505) and a labour and material payment bond (form PWGSC-TPSGC 506), each in the amount of 50 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. 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.

7.13.2 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 Work Period completion date indicated in the Contract. For clarity, the expiration date of the aforementioned financial security must be amended, at the Contractor's cost, to reflect the requirements of this paragraph in the event the Work Period completion date is extended.

In any instance other than an amended Work Period completion date, the Contracting Authority can, at its sole discretion, require an extension to the period of the security. The Contractor can apply for financial compensation to pay for this extension.

Provided that no risk will accrue to Canada as a result, the Contracting Authority can, at its sole discretion, return the financial security to the Contractor before the expiration date indicated in the Contract.

7.14 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.

7.15 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 sub-contract purchase order is to be passed to the Contracting Authority. In addition, the Contractor must monitor progress of sub-contracted work and inform the Inspection Authority or designate on pertinent stages of work to permit inspection when considered necessary by the Inspector.

7.16 Inspection and Acceptance

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

7.17 Environmental Protection

The Contractor and its sub-contractors engaged in the Work on a Canadian Government 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.

All waste disposal certificates are to be provided to the Inspection Authority or designate, 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 plans and procedures in place for oil spill and other environmental emergency responses. 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.

7.18 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 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.

7.19 Care, Custody and Control

Refer to **Annex "F" - VESSEL TRANSFER CERTIFICATE**

7.20 Meetings

7.20.1 Contract Award Meeting

A Contract Award meeting will be convened and chaired by the Contracting Authority at the Contractor's Approved Site up to two (2) weeks before the commencement of the work period.

7.20.2 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 Technical 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 "H" – Meeting Agenda and Minutes** unless expressly excused by the Contracting Authority.

The Contractor shall provide Meeting Minutes in accordance with **Annex "H" – 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.

7.20.3 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.

7.21 Progress Reports

1. The Contractor must submit monthly reports, in electronic format, on the progress of the Work, to both the Technical 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 Technical 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.

7.22 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.

7.23 ISO 9001:2008 Quality Management Systems

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)

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

The IA 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 IA 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 IA the equipment necessary for all validation purposes. Contractor personnel must be made available for operation of such equipment as required.

When the IA 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 IA, together with relevant technical data as the IA may request.

The Contractor must notify the IA 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"*.

7.24 Project Schedule

The Contractor must provide a detailed project schedule in MS Project format or equivalent to the Contracting Authority and the Technical Authority no later than 10 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 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.**

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.

7.25 Outstanding Work and Acceptance

The acceptance of vessels must be in accordance with form PWGSC-TPSGC 1206, Acceptance (Vessel Disposal).

The Inspection Authority or designate, in conjunction with the Contractor, will prepare a list of outstanding work items at the end of the work period. This list will form the annexes to the formal acceptance document for the vessel. A contract completion meeting will be convened by the Inspection Authority on the work completion date to review and sign off the Acceptance Document.

A holdback of twice the estimated value of outstanding work will be held until completion of the Work. Applicable Taxes will be calculated on this outstanding work holdback amount and paid at the time that the outstanding work holdback is released.

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

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

7.27 Stability

The Contractor will be solely responsible for the stability and trim of the ship during the period the vessel is in the Contractor's facility, including docking and undocking. The Contractor must maintain weight change information pertinent to the vessel's stability during the docking period.

7.28 SACC Manual Clauses

B9028C (2007-05-25), Access to Facilities and Equipment;
A9055C (2010-08-16), Scrap and Waste Material;
A9019C (2011-05-16), Hazardous Waste Disposal;
A1009C (2008-05-12), Work Site Access;
H4500C (2010-01-11), Lien – Section 427 of the Bank Act.

Solicitation No. - N° de l'invitation
47419-194116/A
Client Ref. No. - N° de réf. du client
47419-194116

Amd. No. - N° de la modif.
File No. - N° du dossier
XLV-8-41224

Buyer ID - Id de l'acheteur
xlw211
CCC No./N° CCC - FMS No./N° VME

ANNEX "A" - STATEMENT OF WORK

CANADIAN BORDER SERVICES AGENCY

DECONSTRUCTION AND DISPOSAL OF THE

MV SUN SEA

SPEC Number: CBSA-01

Rev: 0

1. INTRODUCTION

1.1 OVERVIEW

This contract is for the Ship Breaking of the MV Sun Sea. The Contractor is to ship break the vessel in an efficient and environmentally responsible manner in accordance with Canadian Laws and the terms of this contract. Once mutilated compartment by compartment, the vessel including all contents, becomes the property of the contractor as waste. No part of the vessel or equipment must be retained by Canada. The vessel is considered destroyed once all the vessel and its content are destroyed and recycled (as applicable) as witnessed by the Technical Authority.

The Contractor must refer to Appendix 1 and be familiar with the acronyms and definitions herein.

1.2 OBJECTIVE

The Canada Border Services Agency (CBSA) currently has a requirement for the dismantling and disposal of one vessel named MV Sun Sea.

The Contractor is to prepare the vessel for transfer, transfer it to the Approved Site and dismantle (dispose/recycle) the vessel in an efficient and environmentally responsible manner that is conforming to Canadian Laws and the terms of the contract.

1.3 BACKGROUND

The MV Sun Sea was arrested in BC waters in August 2010 after having transported several hundred migrants to Canada. This vessel continues to be held at the Public Services and Procurement Canada (PSPC) Marine Base located at 100 Annacis Parkway, Delta, BC pending its final disposition.

The Government of Canada has made the determination that the MV Sun Sea must be disposed of in an environmentally sound manner, in a Canadian facility, in accordance with Canadian law.

In preparation for the Ship Breaking, the amount of Hazardous materials on board the vessel was inventoried to permit the issuance of an Inventory of Hazardous Materials (IHM). This consists of the vessel's details and the inventory of the hazardous and potentially hazardous materials on board, in accordance with Classification Society requirements. The assessment was completed in a manner set out by Classification Societies and MEPC guidelines. That report and other documentation related to the IHM is included as a reference to this SOW.

2. VESSEL PARTICULAR

2.1 SPECIFICATIONS

Name of Vessel	M.V. "Sun Sea"
IMO #	8017748
Year Built	1980
Type of Vessel	General Cargo
Builder	Matsuura Zosensho, Japan
Gross Tonnage	767
Net Tonnage	403
Length	52.4 m
Breadth	11.01 m
Depth	5.2 m
Construction	Steel

2.2 CONTROLLED WASTES

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

- a) Mold is present throughout the vessel;
- b) Asbestos-containing materials;
- c) Metals (including lead) in paint;
- d) Heavy metals in materials (flashing, solder, anodes etc.);
- e) Polychlorinated Biphenyl (PCB)-containing materials including PCBs in paint and cabling coating, and suspected to be in ventilation gasket; light ballasts and suspect transformers;
- f) Mercury in electronic products; gauges and fluorescent lamps;
- g) Ozone depleting substances (possible);
- h) Petroleum oil and lubricant residue;
- i) Silica – boiler brickwork;
- j) Radioactive materials within equipment (e.g. smoke detectors and navigation equipment).

2.3 CERTIFICATIONS

As the vessel is out of service for an extended period of time, it should be assumed that none of the ladders, guardrails, lifting or towing points are certified.

2.4 WASTE MANAGEMENT

In preparation for the disposal of the MV Sun Sea an Inventory of Hazardous Materials has been carried out on board the vessel on January 29, 2016. All environmental samplings have been verified by a third party for completeness. The report for the vessel is included as a reference to this SOW.

Waste materials that are present on the vessel and as part of the vessels intrinsic structure include but are not limited to:

- a) Hydrocarbons, fuel and oily water
- b) Garbage
- c) Black water and grey water
- d) Paints
- e) Firefighting Equipment
- f) Refrigerants/Ozone Depleting Substances
- g) Polychlorinated Biphenyls (PCBs) containing equipment and materials
- h) Other hazardous material (including asbestos, mercury and lead)

3. CONSTRAINTS

3.1 LOCATION OF APPROVED SITE

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

- i) Approved to complete this type of work, and;
- ii) Has completed this type of work previously (documented proof required)

As a result of a pre-tow inspection conducted by a 3rd party marine surveyor in June 2016, the vessel has been deemed safe for towing within the waters of Southern British-Columbia only. Therefore, the work must be conducted at an Approved Site within British-Columbia.

“Waters of southern British Columbia” is defined as: Not outside the lines drawn between the following points and/or places: Cape Flattery and Owen Point; Cape Sutil and Mexicana Point; Cape James and Allison Harbour. Not to navigate on the coastal waters and inlets of the West Coast of Vancouver Island between Owen Point and Cape Sutil. Not to navigate on the Fraser River, East of the mouth of the Sumas River.

3.2 STANDARDS, REGULATIONS AND CODES

While not exhaustive, the following legislative, codes, standards and guidelines are to be applied where applicable to the location and conduct of this project:

- a) Environment Act of British-Columbia;
- b) Fishing and Recreational Harbours Act and Regulations;
- c) Canadian Environmental Protection Act (CEPA 1999);
- d) Canadian Environmental Assessment Act (CEEA);
- e) 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;
- f) Export and Import of Hazardous Waste and Hazardous Recyclable Material Regulations, CEPA 1999;

- g) Canadian Transportation of Dangerous Goods Act/Regulations;
- h) Canadian Fisheries Act;
- i) Occupational Health and Safety Act and Regulations of British-Columbia;
- j) Labour Standards Code of British-Columbia;
- k) CSA Canada Shipping Act 2001;
- l) Technical Guidelines for the Environmentally Sound Management of the Full and Partial Dismantling of Ships – Basel Convention 2003 (UNEP) as amended;
- m) Provincial Government, Workers' Compensation Board Municipal Statutes and Authorities;
- n) Any other Local, Municipal, Provincial and Federal Code, Standard, Regulation, Guideline, By-law or Ordinance having jurisdiction;
- o) Canada Labour Code, Part II ;
- p) Hong Kong International Convention for the Safe and Environmentally Sound Recycling of Ships
- q) IMO Guidelines on Ship Recycling
- r) Clean-Up Standard for Ocean Disposal of Vessel, Environment Canada, December 2007
Clean-Up Guideline for Ocean Disposal of Vessel, Environment Canada, July 2001.

3.3 VESSEL ACCESS

The vessel is currently located at the Public Works Government Services Canada (PWGSC) Marine Base located at 100 Annacis Parkway, Delta, BC

The contractor will need to meet the occupational health and safety (OHS) regulation for accessing the vessel. (i.e. Personal Protective equipment are required). Vessel dismantling (partial or entire) at this facility is prohibited. The Contractor must transfer the ship to an Approved Site for the deconstruction. The contractor will be allowed only to remove the gangway and vessel cable for tow away purpose.

3.4 WASTE MATERIALS

In preparation for the disposal of the MV Sun Sea an Inventory of Hazardous Materials has been carried out on board the vessel on January 29, 2016. All environmental samplings have been verified by a third party for completeness. The report for the vessel is included as an appendix to this SOW.

Waste materials that are present on the vessel and as part of the vessels intrinsic structure include but are not limited to:

- i) Hydrocarbons, fuel and oily water
- j) Garbage
- k) Black water and grey water
- l) Paints
- m) Firefighting Equipment
- n) Refrigerants/Ozone Depleting Substances
- o) Polychlorinated Biphenyls (PCBs) containing equipment and materials
- p) Other hazardous material (including asbestos, mercury and lead)

3.5 REGIONAL STAKEHOLDER ENGAGEMENT

The Contractor, during the dismantling/deconstruction phase, must report periodically to local Jurisdictions, such harbor authority, municipalities, etc so that they are kept aware as to how the dismantling/deconstruction is proceeding.

3.6 PROJECT MANAGEMENT

The Contractor must have the personnel to draw upon to complete the project and must be required to implement a project management system for the duration of the contract.

4. OTHER REQUIRMENTS

4.1 OCCUPATIONAL HEALTH AND SAFETY REQUIREMENTS

4.1.1 General

The Contractor must comply with the Occupational Health and Safety Laws and Regulation in force in the province of British-Columbia. Custody of the vessel direct from Canada to the Contractor will take place at the time of transfer of Care and Custody of the Vessel 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.

4.1.2 Responsibility

The Contractor must 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 the extent that they may be affected by conduct of the Work.

The Contractor must 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.

4.1.3 Site Control and Access

The Contractor must:

- s) Control the work site and entry points to inspection/work areas. Maintain a log of persons entering and exiting these areas.
- t) Delineate and isolate inspection/work areas from other areas of site by use by use of means acceptable to applicable standards, norms, and regulations.
- u) Post notices and signage at entry points and at other strategic locations identifying entrance onto site to be restricted to authorized persons only.
- v) Approve and grant access to the work site only to workers and authorized persons.

- w) Immediately stop unauthorized persons from circulating in inspection/work areas and remove them from the site.
- x) Provide site safety orientation to all persons before granting access. Advise of site conditions, hazards and mandatory safety rules to be observed on site.
- y) 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.
- z) Ensure persons granted access to site wear appropriate personal protective equipment (PPE) suitable to work and site conditions.
- aa) Provide such PPE to authorized persons who require access to perform inspections or other approved purposes.
- bb) Ensure workers and other persons granted access are trained as per Section 4.1.7 as warranted.

4.1.4 Hazard Assessments

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

The program is to include:

- cc) The Contractor must 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.
- dd) The Contractor must perform ongoing assessments addressing new risks and hazards as work progresses.
- ee) The Contractor must 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.

4.1.5 Health and Safety Meetings

The Contractor must 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.

4.1.6 Safety Supervision and Inspections

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

4.1.7 Training

The Contractor must 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 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) Workplace Hazardous Materials Identification System (WHMIS) training for the applicable hazardous materials.
- f) The Health and Safety Plan (HSP)
- g) Specific hazard procedures and controls, as warranted. Eg: Asbestos worker training, Lead awareness training, and Fall Protection training.

4.1.8 Accident Reporting

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

- ff) Those as required by Provincial Occupational Safety and Health Act and Regulations.
- gg) 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:
 - b) 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.
 - c) Property damage in excess of \$5000.00.
 - d) Those which require notification to Workers Compensation Board or other regulatory agencies as stipulated by applicable law or regulations.

The Contractor must send written reports to Canada for all above cases.

4.1.9 Site Records

The Contractor must 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 must upon request, make available to authorized safety representative, for review.

4.1.10 Non-compliance

The Contractor must 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 against the Contractor.

4.1.11 Hazardous Products

The Contractor must comply with requirements of WHMIS. The Contractor must keep Materials Safety Data Sheets (MSDS) for all products used at the site.

4.1.12 Confined Spaces

The Contractor must:

- a) Carry out work in confined spaces in compliance with Provincial Occupational Safety and Health Regulations;
- b) Conduct hazard assessments for each confined space and address in Health and Safety Plan before entering confined space.
 - At minimum, a written confined space entry procedure, rescue procedure and air monitoring procedure for each confined space is required, as well as any other provincial regulatory requirements.
 - The written plans should consider, but not be limited to, the following elements:
 - Entry permit system
 - Isolation of energy
 - Atmospheric testing
 - Ventilation and purging
 - Hot work (e.g. welding, cutting, grinding, use of non-explosion proof electrical equipment, or any other work that could produce a source of ignition)
 - Rescue
 - Means of entering and exiting
- 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 the confined space, attendant personnel and rescue personnel. Training to be specialized instructions beyond (basic confined space entry information) as required to suit type and conditions of confined space and must meet applicable regulatory requirements.
- e) Where workers of more than one employer will perform work in the same confined space, prepare a co-ordination document and provide to each employer.

Any entry into confined spaces onboard the vessel during the contract period must be conducted in accordance with the Provincial Occupational Safety and Health Regulations and Canada Shipping Act 2001. Where work is done in areas such as bilge, tanks or space with no mechanical ventilation, there must 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 must be posted at the entrance of the compartment and must specify, "safe for persons" or "safe for hot work" as appropriate.

4.1.13 Diving Operations

Where required, the Contractor must:

- a) 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 must comply with Divisions I and II for Type 2 Dives as defined in Part XVIII of the Canada Labour Code for Diving Operations.
- b) ensure dive personnel meet the minimum competency requirements of the CSA Z275.4-02 and all divers possess a valid Category 1 Diving Certificate.
- c) ensure dive personnel 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.

4.1.14 Hot work

The Contractor must 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 must be conducted in accordance with the Canada Shipping Act 2001, 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.

4.2 HAZARDOUS MATERIALS AND MISCELLANEOUS ITEMS

4.2.1 General

Under this item, hazardous material means all materials as identified in the Hazardous Material Assessment (IHM) 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 IHM and any available reports are included in the Appendices of this statement of work.

The use of subcontractors for any part of the process of working with or managing Hazardous Materials does not relieve the Contractor of its responsibilities. In all matters covered by this statement of work, the Contractor must ensure, and maintain records to document, the safe and environmentally sound management of Hazardous wastes by subcontractors.

All hazardous materials must 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.

The IHM 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 IHM is the best information available to Canada on the hazardous materials within the vessel at the time of sampling. The IHM is based on a non-intrusive survey and best marine practices estimates and as such is an estimate of quantities of materials. The Contractor must survey the vessel to identify actual quantities of hazardous materials any other hazardous material present on the vessel and must dispose of this material in accordance with federal and provincial regulations.

4.2.2 Paint

Paint on board may contain contaminants such as lead, mercury, arsenic, PCBs, and cadmium. All loose and flaky paint must 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 must 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.

4.2.3 Asbestos Containing Material (ACM):

The IHM report indicates that asbestos may be present throughout the vessel. The report, as well as subsequent sampling information, is provided and is to be used as by the Contractor as a reference only. The Contractor must 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.

4.2.3 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 IHM report included as an Appendix to this Statement of Work. The Contractor must dispose of all liquid or semi-solid waste containers found in the vessel in accordance with the applicable regulations.

4.2.4 Mercury and other metals

The drencher room contains a quantity of uncontrolled liquid mercury below and in behind a gauge panel located in this area. The mercury poses a risk to personnel who may spend extended period of time in this enclosed space, and as such the space has been locked and identified as containing a hazard. Contractors are to allot resources to deal with this hazardous material prior to or during the destruction of the vessel.

Mercury, lead, chromium and cadmium are found at numerous locations on the vessels as per the IHM report included as an Appendix to this Statement of Work. The Contractor must dispose of all hazardous metals found in the vessel in accordance with the applicable regulations.

4.2.5 Miscellaneous Items

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

The Contractor must make reference to the IHM report for the identification and location of noted debris. The IHM reports are only presented as reference and it is the Contractor'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.

4.2.6 Tracking of Hazardous and other Waste

The Contractor must 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 must:

- b) Identify the type of Waste;
- c) Identify the removal process;
- d) Identify the weight of Waste removed from the vessel;
- e) Identify the secure process for transporting the Waste from the vessel to the next location;
- f) Identify the location where the Waste is to be stored awaiting final disposal;
- g) Identify the method of secure transport used to transport the Waste to a facility certified to dispose of the Waste;
- h) Provide shipping manifest, bill of lading or tracking number for transport of Waste to the certified facility;
- i) Identify the facility disposing of the Waste and provide their certification number to dispose of

the Waste identified;

- j) Provide shipping manifest, bill of lading or tracking number confirming delivery and acceptance of the Waste by the certified disposal facility;
- k) Track the delta of Waste removed from the vessel with Waste accepted at certified disposal facility. The Contractor must ensure that all Waste by weight removed from the vessel matches the Waste by weight accepted at appropriate certified disposal facility at the completion of the Work.

The Contractor must 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 must indicate the quantity removed, any testing conducted, and the location of disposal. All Waste must be accounted for in a database by the Contractor until the vessel has been properly disposed in accordance with the Statement of Work.

5. CROWN SUPPORT

As required to perform the Work and at the discretion of the Project Authority, CBSA will endeavour to provide Contractor personnel with:

- a) Relevant internal documentation; see Appendix 1 for the Environmental Assessment, hull survey, etc.; and
- b) Access to CBSA personnel to support delivery of work.

6. REQUIRED PLANS

As part of the work required, the Contractor must provide the following plans for review and approval by the Technical Authority. Deliverable dates are indicated in section 8 of this Statement of Work.

6.1 WORK PLAN

This plan shall describe the Contractor's approach and methodology with respect to the proposed work. This plan shall, at a minimum, indicate:

- a. Location/details of Approved Site
- b. The process to move the vessel from the present location to the Approved Site. Vessel survey for towing or lift vessel/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.)
- c. 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.

- d. 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 indicate steps to dispose/recycle parts and materials, etc. Finally, the methodology must reference how vessel stability will be maintained and monitored during cleaning and disposal activities.

6.2 TOW PLAN- DEAD VESSEL TRANSFER

The Contractor must submit to the Crown for review a Tow Plan that details the process to move the vessel from the present location to the Contractor's Approved Site. At minimum the Tow Plan must address:

- a) Schedule and route including safe harbour;
- b) Surveys required for safe-to-tow certification/Vessel survey for towing;
- c) Vessel condition report;
- d) Towing arrangement;

Additionally the Contractor must follow the Transport Canada Marine Safety, Ship safety bulletin:

No: 06/2015- Safety of Dead Ship Towing operations
No: 13/1988 -Safety of towed ships and other floating objects

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 to 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.

6.3 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-latest edition – 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 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: controlled

wastes, tanks, piping, engines, shafting, gearing, stern tubes, steering gear, hydraulics, bilge, areas, black and grey water, 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.

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.

6.4 HEALTH AND SAFETY PLAN

The Contractor must develop a written, site-specific Project Health and Safety Plan (HSP) for the Approved Site or Sites where work is to take place, based on their site specific Health and Safety Hazard Assessment Program, prior to commencement of work.

The Contractor must 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 must be provided to the Crown. The Health and Safety Response Team (HSRT) must 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 must 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 must provide a project specific Health and Safety Plan to the Crown in accordance with the statement of work.

The HSP must 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 (PPE).
- 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.

- n) Mercury and heavy metals exposure control plan, and
- o) Asbestos exposure control plan.

The exposure control plans referenced in k), l), m), n) and o) should at a minimum consider the following:

- a) Clear delineation of responsibilities
- b) Clearly defined hazard, its location and /or the activities which may contribute to exposure
- c) Control methods to be used, considering all methods (engineering controls, administrative controls, personal protective equipment)
- d) Acceptable work practices, hygiene practices and housekeeping measures
- e) Training
- f) Medical surveillance (where applicable)

The HSP must contain four (4) 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 3 - 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:

- Contractor and all Subcontractors.
- 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.
- Officials from Canada as provided.

Part 4 – HSP Site Communications

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

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

The Contractor must revise and update the HSP as required.

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

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

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

Note:

Submission of the HSP and any subsequent updates to Canada is for review and information purposes only. Canada's receipt and review, including any comments made on the HSP must not be construed to imply approval in part, or in whole, of the HSP by Canada and must 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 HSP must 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.

6.4.1 Inorganic lead exposure control plan

The Contractor must:

- p) Conduct a risk assessment of the worksite and activities. The assessment must be conducted by a person qualified in inorganic lead removal activities,
- q) Implement a lead exposure control plan in accordance with Provincial Occupational Safety and Health Regulations for workers that are exposed to lead.
- r) The plan should account for a means to wash / decontaminate skin and work clothes prior to leaving the work site.

6.4.2 Polychlorinated biphenyl (PCB) exposure control plan

The Contractor must:

- s) Conduct a risk assessment of the worksite and activities. The assessment must be conducted by a person qualified in PCB removal activities,
- t) Implement a PCB exposure control plan in accordance with Provincial Occupational Safety and Health Regulations for workers that are exposed to PCBs.

6.4.3 Indoor air quality and mold exposure control plan

The Contractor must:

- u) Conduct a risk assessment of the worksite and activities. The assessment must be conducted by a person qualified in indoor air quality and mold removal activities,
- v) 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;

6.4.5 Mercury and heavy metals exposure control plan

The Contractor must:

- w) Conduct a risk assessment of the worksite and activities. The assessment must be conducted by a person qualified in mercury / heavy metals removal activities,
- x) Implement a mercury and heavy metals exposure control plan in accordance with Provincial Occupational Safety and Health Regulations for workers that may be exposed to mercury or heavy metals;

6.4.6 Asbestos exposure control plan

The Contractor must:

- y) Conduct a risk assessment of the worksite and activities. The assessment must be conducted by a person qualified in asbestos abatement activities,
- z) Implement an asbestos exposure control plan in accordance with Provincial Occupational Safety and Health Regulations for workers that may be exposed to asbestos.

7. CONDUCT OF WORK

7.1 SHIPBREAKING

7.1.1 General

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

Canada shall supply any available technical documents and drawings related to the vessel.

The Contractor will be required to be the Recyclable Owner and Waste Owner. The ownership of all Recyclable Materials and Waste will be passed directly from CBSA to the Contractor upon awarding of the contract

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

7.1.2 Salvage / Recycling

All Hazardous material, Hazardous waste, Waste, debris and hydrocarbon-based fluid must 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 must 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 must not be sold to a broker and must be disposed/recycled in accordance with the intent of this statement of work.

The Contractor must 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 must include the appropriate timeline for project release from the Province in the schedule prior to start of the work.

7.1.3 Detail records

The Contractor must keep and maintain detailed records of quantities of, and revenues received from the sale of scrap metals and other materials and provide them to the Technical Authority.

7.2 SPECIFICATION OF WORK

7.2.1 Personnel

The Contractor must 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.

7.2.2 Trim and Stability

The Contractor will be solely responsible to ensure the stability of the vessel at all times during the work. The Contractor must 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 Ship Breaking operation should this work be done while the vessel is afloat. The Naval Architect must approve significant changes to the Management Plan, such as an unscheduled movement or removal of weights from the vessel.

7.2.3 Hazardous Wastes

The Contractor must provide all WHMIS MSDS for any material furnished by the Contractor during the course of the work of the contract. The Contractor must 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 must indicate the quantity removed, any testing conducted, and the location of disposal. All Waste must be accounted for in a database by the Contractor until the vessel has been properly disposed in accordance with the Statement of Work.

7.2.4 Ownership

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

The Contractor must pay for all federal, provincial and municipal taxes and dumping fees (tipping fees) at the municipal / regional landfill, PCB disposal facility and controlled waste handling and disposal facilities during the course of this project.

7.2.5 Regulatory

In addition to various provincial and federal regulations regarding hazardous materials, the Contractor must 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:

- The disposal of hazardous materials in appropriate waste containers.
- The transport of hazardous materials to an Approved Site.
- Any and all requirements, which may exist regarding notifications of the presence of hazardous materials.
- The asbestos work must be done by a registered asbestos abatement contractor.
- Disposal of PCBs must be via incineration conducted by a registered PCB disposal contractor.
- The requirements for training of Contractor's personnel conducting the hazardous materials abatement work.

7.2.6 Salvage/Recycle

The Contractor must 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 statement of work must be removed and dispose of this material according to all appropriate regulations for the jurisdiction under which the Contractor operates. The remaining asset must be cleaned and dismantled, recycled or disposed of in accordance with the requirements of the Statement of Work. Ballast onboard and any used by the contractor in the transfer and stabilisation of the vessel must be disposed of in accordance with the overall objectives of this project. . 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.

7.2.7 Dismantling sequence and stability

The Contractor must 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 must identify in the Management Plan in Section 6, the sequence in which the dismantling work will occur. The Contractor must 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.

7.2.8 Berthing, Mooring, and Docking

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

The Contractor must berth and moor the vessel for the duration of the contract period. Canada and the Inspection Authority must 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 must be at an Approved Site for the type of work intended and must be in accordance with federal, provincial and/or municipal requirements.

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

7.2.9 Services

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

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

7.2.10 Bilge and Compartment Cleaning

The bilge area is defined as the interior skin in all compartments under the deck plate, any liquid in the bige area must be assumed to be contaminated with hydrocarbon and classified as oily bilge waste water. The Contractor must remove all bilge oily wastewater from the vessel and dispose of it in accordance with the applicable laws and regulations.

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

7.2.11 Ballast tanks and void Spaces

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 must follow all confined space safety requirements and exercise caution while emptying the remaining liquid ashore and assure that it meets applicable disposal regulations.

Please note that some of the ballast tanks have been used for sewage tanks during the vessel transit to Canada. Contractor are to consider these tanks as sewage tanks accordingly.

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

7.2.12 Diesel Oil Tanks and Oil Tanks

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

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

The Contractor must remove and dispose all oil contained elsewhere on the vessel including within engines, gearboxes, piping, equipment, controllable pitch systems, vessel main shafting, and any and all storage containers.

7.2.13 Black and Grey water Systems and tanks

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

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

7.3 PROJECT SCHEDULE

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

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

8. DELIVERABLES

The Contractor must produce the following deliverables:

No. SOW	Deliverable	Format	Due Date
6.1	Work Plan	Electronic format or hard copies	Preliminary in Bid No more than 30 calendar days after contract award.
6.2	Towing Plan	Electronic format or hard copies	Preliminary in Bid No more than 30 calendar days after contract award.
6.3	Environmental Protection Plan	Electronic format or Hard Copies	Preliminary in Bid No more than 30 calendar days after contract award.
6.4	Health and Safety Plan	Electronic format or Hard Copies	Preliminary in Bid No more than 30 calendar days after contract award.
7.3	Project Schedule	Gantt Chart , Electronic format	Preliminary in Bid No more than 30 calendar days after contract award.
4.2.6	Tracking of hazardous and other waste	Electronic format or hard copies	Ongoing - within 5 days of action

4.1.12, 6.2, 7.2.3 and 10	Certificates	Electronic format or hard copies	Upon completion
7.1.3	Detail record	Electronic format or hard copies	Upon completion

9. PERIOD OF WORK / SCHEDULE

The Contractor must prepare and transfer the vessel to the Contractor's deconstruction site within 30 days of receiving the approval on the Work plan, Towing plan, Environmental protection plan and the Health and Safety Plan being approved.

10. PROJECT COMPLETION

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

- a) 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 must be itemized. Disposal certification must be provided for hazardous material.
- b) The vessel hull and structure has been broken up into sections with all internal equipment witnessed, including all onboard stores, as witnessed by representative of Canada.
- c) Completion of the Vessel Disposal Certificate.

APPENDIX 1 to ANNEX A - REFERENCE DOCUMENTS

The following reference documents are available by request of the Contracting Authority:

3GA M.V. "Sun Sea" Inventory of Hazardous Materials Report;

M/V "Sun Sea" Pre-Tow Inspection

APPENDIX 2 to ANNEX A - ACRONYMS AND DEFINITION

1. Acronyms

aa)	ACM	Asbestos Containing Materials
bb)	HSP	Health and Safety Plan
cc)	HSRT	Health and Safety Response Team
dd)	IA	Inspection Authority
ee)	MSDS	Materials Safety Data Sheet
ff)	OH&S	Occupational Health and Safety
gg)	PCB	Polychlorinated Biphenyls
hh)	PSPC	Public Services and Procurement Canada
ii)	WHMIS	Workplace Hazardous Materials Identification System
jj)	CBSA	Canada Border Services Agency

2. Definitions

“Approved Site” is any site or facility where the processes occur for cutting up the vessel, handling and disposal of the Hazardous waste and where the recycled materials are recycled. It includes a shipyard, dock, dry-dock or other facility where a vessel 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 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.

“Destruction” is an action that renders an item unusable for its intended 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.

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

“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 considered to be Museum material.

“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.

“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 CBSA to the Contractor upon Contract Award.

ANNEX "B" – BASIS OF PAYMENT AND SCHEDULE OF MILESTONES
(To be completed at contract award)

Mil.	Description	Work Completed / Deliverable(s) Received	%	Milestone Payment
Financial Security				
0	Financial Security	Financial Security cost payment (tax not applicable)	N/A	\$
Disposal of the MV SUN SEA				
1	Submission of Disposal Plans	Work Plan, Environmental Protection Plan, Health and Safety Plan, Project Schedule documents received and accepted by Canada	5%	\$
2	Tow Preparation Complete	Tow Plan accepted and all certifications for tow in place.	5%	\$
3	Transfer of Care and Custody	Care and Custody form, Annex F fully signed and executed	5%	\$
4	Ship Arrival at Contractor Facility	Ship arrival at Contractor facility as witnessed by Canada representative.	5%	\$
5	Hazardous Materials identified, removed and prepared for transfer	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.	25%	\$
6	Ship completely remediated of Hazardous Waste	Final Hazardous Waste Tracking Database delivered. All Hazardous Wastes identified have been disposed in accordance with the SOW.	25%	\$
7	Final Transfer of Ownership to Contractor & Completion of Work	All work completed and disposal certificates and detail records provided. PWGSC 1206 Acceptance document fully signed and executed.	30%	\$

No other costs will be allowed under this contract without the approval of the Contracting Authority.
GST is extra.

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ANNEX “C” - Security Requirements Checklist

A copy of the Security Requirements Checklist can be obtained by contacting the Contracting Authority.

ANNEX "D" – INSURANCE REQUIREMENTS

D.1 Commercial General Liability Insurance

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

- m. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises. *(if applicable)*
- n. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
- o. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- p. 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.

D.2 Marine Liability Insurance

1. The Contractor must obtain protection and indemnity insurance that must include excess collision liability and pollution liability. The insurance must be placed with a member of the International Group of Protection and Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the [Marine Liability Act](#), S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by Worker's Compensation as detailed in paragraph (2.) below.
2. The Contractor must obtain worker's compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the territory or province or state of nationality, domicile, employment, having jurisdiction over such employees. If the Contractor is subject to an additional contravention, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.

3. The protection and indemnity insurance policy must include the following:

- a. Additional insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
- b. Waiver of subrogation rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Canada Border Services Agency and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
- c. Notice of cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
- d. Cross liability and separation of insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- e. Litigation rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), R.S.C. 1985, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.
- f.

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.

D.3 Errors and Omissions Liability Insurance

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The following endorsement must be included:

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

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ANNEX “E” – BIDDERS’ QUESTIONS & ANSWERS

Note to Bidders: Upon contract award, this annex will include a list of the questions from bidders during the solicitation period, and the responses from Canada.			
Item	Reference	Question	Answer

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ANNEX "F" - VESSEL TRANSFER CERTIFICATE

TRANSFER OF CARE AND CUSTODY OF THE MV SUN SEA

1. In accordance with the terms and conditions of contract number **47419-194116/001/XLV** for the Disposal of the **MV SUN SEA**, all pre-tow certifications have been provided to Canada prior to the transfer of Care and Custody of the **MV SUN SEA** to the Contractor. With respect to the **MV SUN SEA**, Canada has been provided with the complete Tow Plan; Surveyor Reports; Vessel condition report; Insurance (for ships) and third party liability; tow arrangement; and all safe-to-tow certifications.
2. In accordance with the terms and conditions of contract number **47419-194116/001/XLV**, the undersigned acknowledge the transfer of Care and Custody of the **MV SUN SEA** and all associated responsibilities and liabilities from CANADA to ____CONTRACTOR____ for the purpose of towing the vessel to the Approved Site for Ship Breaking to dismantle and dispose for scrap.
3. It is mutually agreed by all parties that the final Acceptance of the work conducted on the MV SUN SEA will occur only after ____CONTRACTOR____ presents Canada all disposal certificates as per the Contract in accordance with the Annex "A" - Statement of Work.

SIGNED AT.....

ON THE DAY OF..... 20.....

AT HOURS.

FOR CANADA BORDER SERVICES AGENCY:

Print Name: _____ Signature: _____

FOR CONTRACTOR:

Print Name: _____ Signature: _____

FOR PUBLIC WORKS AND GOVERNMENT SERVICES CANADA:

Print Name: _____ Signature: _____

ANNEX `G` - PROJECT MANAGEMENT SERVICES

G.1 Contractor's Project Management Services - Intent

- a. Job titles used in this Annex are for clarity within this document only. The Contractor is free to choose job titles that suit their organization.
- b. The Contractor, through their Project Management Team, is responsible to discharge the duties and supply the deliverables required in the Contract and the Statement of Work.
- c. Project Management is considered to encompass the direction and control of such functions as engineering, planning, purchasing, manufacturing, assembly, overhauls, installations and test and trials.

G.2 Project Manager

- a. The Contractor must supply an experienced Project Manager (PM) dedicated to this project and delegate to him/her full responsibility to manage the project.
- b. The PM must have experience in managing a project of this nature.

G.3 Project Management Team

- a. Other than the Project Manager, the Contractor may assign and vary other job descriptions to suit their organization; provided however that the collective resume of their Project Management Team must provide for effective control of the project elements including but not limited to:
 - i. Project Management
 - ii. Quality Assurance
 - iii. Material Management
 - iv. Planning and Scheduling
 - v. Estimating
 - vi. Safety and Environmental Management
 - vii. Subcontracts Management

G.4 Reports

- a. The following Management Reports and Documentation are to be prepared and maintained by the Contractor and submitted to the Crown in accordance with the Contract or upon request by the Contracting Authority:
 - i. Production Work Schedule
 - ii. Inspection Summary Report
 - iii. Growth Work Summary

ANNEX `H` - MEETING AGENDA AND MINUTES PROCEDURE

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

The Contractor must 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>1. Format The Agenda must be prepared in the Contractor's format.</p> <p>2. Content The Agenda must include the following:</p> <ul style="list-style-type: none">a. The scope, purpose and objectives of the meeting;b. Topics to be discussed;c. Time, date, location and anticipated duration;d. Contractor attendees;e. Subcontractor attendees (if required); andf. Need for any Government/Contractor documentation to be presented at the review. <p>3. Additional Information The agenda must include any general information that aids in understanding.</p>
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>1. Format The Meeting Minutes must be prepared in the Contractor's format. The format of the first report submitted is subject to approval by the Contract Authority and Technical Authority, and once approved, will become the standard for future reports.</p> <p>2. Content The minutes must include the following information:</p> <ul style="list-style-type: none">a. A copy of the approved agenda (if modified since acceptance by Canada);b. A list of all attendees detailing title and contact number;c. A record of discussion of all items tabled and action taken;d. A record of decisions;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;f. The proposed date, time and location of any follow-up meeting;

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			<p>g. Signature blocks for both Contractor and Government responsible representatives; and</p> <p>h. Copies of all data and information tabled at the meeting appended to the minutes (unless excused by Canada).</p> <p><i>The Meeting Minutes must include a disclaimer that the minutes are a record of discussions only and do not constitute approval for contractual changes.</i></p> <p>3. Additional Information The minutes must include any general information that aids in understanding of the topics discussed or presented.</p>
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ANNEX “I” – SUBCONTRACTOR LIST

SOW Article Reference	Description of Goods/Services (Including Make, Model Number as applicable)	Name of Supplier	Address of Supplier

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ANNEX “J” – FINANCIAL BID PRESENTATION SHEET

1. Price for Evaluation		
Item	Description	Total (CAD\$)
(A)	Firm Price – Disposal of the MV Sun Sea – For all work in accordance with the Contract and all supporting Annexes including the Statement of Work and Project Management Services.	\$ _____
(B)	Cost of Financial Security	\$ _____
(C)	Total Evaluated Price [(A) + (B)]	\$ _____

GST (as applicable) is extra.

ANNEX "K" - 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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ANNEX "L" - ELECTRONIC PAYMENT INSTRUMENTS

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);

ANNEX "M" – BID PACKAGE CHECKLIST

Table M.1 Mandatory Bid Deliverables

Regardless of requirements specified elsewhere in this bid solicitation and its associated Annexes, the following are the documents that must be submitted with the bid by the solicitation closing date and time. The bid must be compliant on each item to be considered responsive:

M: Mandatory submission with the bid.

48 Hrs: Must be provided within **48 hours** of the written request.

5 days: Must be provided within **5** of the written request.

No.	Solicitation Reference	Description	Document Submission Period	Document provided
1	Front Page	Request for Proposal document part 1 page 1 completed and signed;	Mandatory with the bid	<input type="checkbox"/>
2	Part 3 - Section 3.2	Section I - Technical Bid, <u>including all information required to evaluate the bid against the criteria of Annex N</u>	Mandatory with the bid	<input type="checkbox"/>
4	Part 3 – Section 3.3 Annex J	Section II - Financial Bid - Annex J - Financial Bid Presentation Sheet, completed	Mandatory with the bid	<input type="checkbox"/>
5	Part 5 – Section 5.1.1	Integrity Provisions – Declaration of Convicted Offences, <u>only required if applicable to the bidder</u>	Mandatory with the bid	<input type="checkbox"/>
6	Part 6 – Section 6.3	Contract Financial Security letter	Mandatory with the bid	<input type="checkbox"/>

Table M.2 Supporting Bid Deliverables

Regardless of requirements specified elsewhere in this bid solicitation and its associated Annexes, the following are the supporting documents that can be submitted after the solicitation closing date and time. Upon written request of the Contracting Authority, the following supporting documents must be submitted within the time periods specified herein.

No.	Solicitation Reference	Description	Document Submission Period	Document provided
1	Part 2 – Section 2.10	Former Public Servant, section completed	Within 48 hours of written request	<input type="checkbox"/>
2	Part 5 – Section 5.2.1	Integrity Provisions – Required Documentation, List of Names	Within 48 hours of written request	<input type="checkbox"/>
3	Part 5 – Section 5.2.3.2	Declaration of Canadian Content (if applicable)	Within 48 hours of written request	<input type="checkbox"/>
4	Part 6 – Section 6.4	Letter of Insurability	Within 48 hours of written request	<input type="checkbox"/>
5	Part 6 – Section 6.5	Workers Compensation Certification – Letter of Good Standing	Within 48 hours of written request	<input type="checkbox"/>
6	Part 6 – Section 6.7, Annex I	List of Proposed Subcontractors	Within 48 hours of written request	<input type="checkbox"/>

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7	Part 2 – Section 2.4	Applicable laws	Within 48 hours of written request	<input type="checkbox"/>
8	Part 7 – Section 7.5.3	Contractor's representative	Within 48 hours of written request	<input type="checkbox"/>
9	Part 6 – Section 6.3	Insurance requirement	Within 48 hours of written request	<input type="checkbox"/>
10	Annex L	Electronic Payment Instruments, completed	Within 48 hours of written request	<input type="checkbox"/>
11	Annex K	Federal Contractors Program for Employment Equity - Certification	Within 48 hours of written request	<input type="checkbox"/>
12	Part 2 – Section 2.9	Docking Facility Certification (if applicable)	5 business days of written request	<input type="checkbox"/>
13	Part 6 – Section 6.6	Valid Labour Agreement	5 business days of written request	<input type="checkbox"/>

ANNEX "N" – TECHNICAL EVALUATION PLAN

N.1 Technical Bid Preparation

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.

N1.1 Technical Bid Scoring Scheme for Point Rated Criteria

The following table provides a description of the scheme used to score each Point Rated criterion;

Points	Rating level
0	Unsatisfactory; No details provided of how the Bidder meets the criterion; and/or No examples provided (where applicable to the criterion)
1	Incomplete or limited explanation of how the Bidder meets the criterion; Response is inadequate in certain areas. Response would likely be ineffective in this aspect. and/or One experiential example provided with insufficient detail (where applicable to the criterion)
2	Poor explanation of how the Bidder meets the criterion; and/or One experiential example provided with minimal details (where applicable to the criterion)
3	Acceptable and adequate explanation of how the Bidder meets the criterion; Overall, response is sufficient. Response demonstrates some weaknesses but none of major significance. and/or One experiential example provided with sufficient detail (where applicable to the criterion)
4	Good explanation of how the Bidder meets the criterion; Response is without any significant exceptions, complete. and/or Multiple experiential examples provided with sufficient detail (where applicable to the criterion)
5	Excellent and in-depth and specific explanation of how the Bidder meets the criterion; Response demonstrates no weaknesses. and/or Multiple experiential examples provided in great detail (where applicable to the criterion)

N.2 Technical Evaluation Criteria

N.2.1 Ship Breaking Experience

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.

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

- 1) Describing in writing their experience in Ship Breaking projects of similar size and complexity to the MV Sun Sea which have been completed since March 15, 2009; and by
- 2) Providing a disposal plan for a Ship Breaking project completed since March 15, 2009. The disposal plan should have included, at minimum, 5 of the following elements:
 - a. Sequencing Plan: Detailing the sequencing plan for sectional/compartmental Ship Breaking (dismantling and disposal or recycling) of the entire vessel. 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.

N.2.2 Dead Ship Transfer and Towing Experience

Dead Ship Condition is defined as the condition under which the main propulsion plant, boilers and auxiliaries of the vessel are not in operation due to the absence of electrical power.

The Bidder must demonstrate its experience and understanding of towing vessel(s) in a Dead Ship Condition by providing a list of projects completed since March 15, 2009 commensurate with the length and complexity of the proposed tow of the MV Sun Sea to its Approved Site(s) for Ship Breaking.

For each project listed, the Bidder should 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.

N.2.3 Environmental Handling Experience

The Bidder must demonstrate its experience in the handling and disposal of Hazardous Wastes, and describe its environmental management system as details in the subsections below.

N.2.3.1 Environmental Management Systems

The Contractor must have in place an environmental management system consistent with the procedures required for the Environmental Management System ISO 14001-latest edition – 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 should address each requirement contained in the standard.

The Bidder must describe the environmental management system, modeled on ISO 14001, that it has in place at its Approved Site(s).

N.2.3.2 Disposal of Hazardous Wastes

The Bidder must provide 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. The Bidder should 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. Sewage

N.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 providing evidence of the suitability of its facilities as defined in the subsections below.

N.2.4.1 Temporary facilities

As applicable, the Bidder should provide a complete description of the temporary storage, unloading or work facility to be used after the transfer of Care and Custody of the MV Sun Sea to the Contractor at 100 Annacis Parkway, Delta, B.C. 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 MV Sun Sea at the 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

N.2.4.2 Approved Shipbreaking Site

The Bidder must provide the details of the Approved Site for Ship Breaking.

The Bidder should 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 MV Sun Sea at the 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

The Bidder must identify in its bid where it intends to utilize an along-side area and / or dry-dock / Haul out facility for the Ship Breaking of the MV Sun Sea.

N.2.4.3 Facilities – Along-side

If the Bidder proposes utilizing an along-side area (not applicable to dry dock operations) as part of the Ship Breaking project, the Bidder must:

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.

N.2.4.4 Facilities – Dry Dock / Haul Out

If the Bidder proposes utilizing a dry dock (not applicable to along-side operations) as part of the Ship Breaking project, the Bidder must:

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.

- a. Demonstrate that the dry dock is certified and capable of accommodating the MV Sun at the expected conditions during the anticipated Ship Breaking period; and
- b. 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 MV Sun Sea.

N.2.4.5 Permits, Licenses and Certifications for Ship Breaking

The Bidder must demonstrate they are permitted to conduct Ship Breaking operations at their approved site by 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.

N.2.4.6 Permits, licenses and certifications for Hazardous Materials handling

For each of the Hazardous Materials listed in the Inventory of Hazardous Materials (IHM), the Bidder must demonstrate they are permitted to conduct Hazardous Materials handling, transport, treatment, storage and disposal by 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 IHM their Approved Site(s).

This includes any site-specific permits, licenses, and/or certificates.

N.2.4.7 Subcontracted Facilities Letter of Agreement

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

N.2.5 Subcontractor - List

If the Bidder intends to use Subcontractors to perform any part of the Work, the Bidder must provide a list of all Subcontractors.

For each subcontractor listed, the Bidder should include the following:

- a. A description of the work to be performed;
- b. The location of the performance of subcontractor work; and
- c. 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 – the required Work Period.

N.2.6 Project Plan

The Bidder must provide a Project Plan that describes the Bidder's approach and methodology for the Work required in Annex "A" - Statement of Work. The plan should:

- 1) Indicate the process to move the vessel from 100 Annacis Parkway, Delta, B.C. to the Bidder's Approved Site for Ship Breaking. For the MV Sun Sea, 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.

NOTE: Canada will only allow work to be completed at 100 Annacis Parkway, Delta, B.C. which is required to prepare the vessel for a towing certificate, as required by the Contractor's underwriter's surveyor.

- 2) Provide a draft tow plan **for each leg of the tow** to move the vessel from 100 Annacis Parkway, Delta, B.C. 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, and considering information contained in the "MV Sun Sea Pre-Tow Inspection Report":
 - a. Pre-tow preparation;
 - b. Anticipated schedule and route including safe harbor;
 - c. Surveys required for safe-to-tow certification/Vessel survey for towing;
 - d. Vessel condition report;
 - e. Towing arrangement;
 - f. Towing limitations;
 - g. Anticipated draft;
 - h. Chart datum to provide evidence that the chosen route maintains necessary keel clearance at the ship's anticipated draft;
 - i. Stability considerations; including certification of a Naval Architect to attest that the vessel is in a stable and safe condition for the tow.
 - j. Emergency Preparedness Response;
 - k. Oil Pollution Response Plan/Spill Emergency Response Plan;
 - l. Contingency plan in case of breakage of the towline;
 - m. Flood monitoring for vessel when undertow and response plan; and
 - n. 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) Provide 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 IHM provided for the MV Sun Sea. Details for the methods of tracking, transport and destruction of the Hazardous Wastes identified in the IHM for the MV Sun Sea must be included.

N.2.7 Preliminary Project Schedule

The Bidder must prepare a Preliminary Schedule in MS Project format or equivalent that clearly follows a work breakdown structure of the activities described in the Project Plan.

The Preliminary Project Schedule should 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, at minimum, identify all milestones listed in **Annex "B" - Basis of Payment and Milestone Payment Plan** and be in accordance with the required Work Period.

The Contractor must prepare and transfer the vessel to the Contractor's deconstruction site within 30 days of receiving the approval on the Final Work Plan, Towing Plan, Environmental Protection Plan and the Health and Safety Plan.

N.2.8 Project Management Services

The Bidder must provide the details of the project management services that will form part of their proposal.

N.2.8.1 Project Resources

The Bidder must provide evidence of its management organization by providing a recent organizational chart that identifies the following management functions and responsible personnel intended on being assigned to this project;

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

The Bidder should provide the names, brief resumes, and a list of duties for each of the resources to be allocated to this project to demonstrate that each of the project management functions listed above are met.

N.2.8.2 Project Manager

The Bidder must demonstrate that the proposed Project Manager has completed a minimum of one Ship Breaking project since March 15, 2009 similar in scope and complexity to this requirement.

N.2.9 Health and Safety

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

1. Provide evidence of good standing with the provincial work safe authority.
2. Describe the Occupational Health and Safety (OH&S) management system that it has in place at its Approved Site; and
3. Demonstrate how it protects workers at the Approved Site by identifying procedures for the following elements:
 - a. Gas freeing for burning and welding operations;
 - b. Hot work, performing burning operations on steel and aluminum covered in layers of paint containing elements such as lead, chromium, cadmium, and copper;
 - c. Asbestos abatement;
 - d. Handling PCB laden electrical equipment and cabling;
 - e. Mold abatement;
 - f. Sewage;
 - g. Oily water and waste oil; and
 - h. Confined space entry.

N.2.10 Preliminary Environment Protection 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) should 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.

The Preliminary Environmental Protection Plan should also describe the procedures in place to ensure that their facility is operated and maintained in a manner that complies with all applicable laws and regulations.

The Preliminary Environmental Protection Plan should also describe 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 IHM.

N.3 Scoring Grid

The following table provides a checklist summarizing the mandatory and point rated scoring.

Item	Section	Rating where appropriate	Mandatory? (Yes / No)	Notes regarding Mandatory inclusion in bid and point ratings.
N.2.1	Ship Breaking Experience	0 to 5	Yes	It is mandatory that the Bidder provide a description of ship breaking experience, thereafter the bid will be rated.
N.2.2	Dead Ship Transfer and Towing Experience	0 to 5	Yes	It is mandatory that the Bidder provide examples of dead ship towing experience, thereafter the bid will be rated.
N.2.3	Environmental Handling Experience	-	-	See subsections below
N.2.3.1	Environmental Management Systems	0 to 5	Yes	The Bidder's EMS must be modeled on ISO 14001, thereafter the bid will be rated.
N.2.3.2	Disposal of Hazardous Wastes	0 to 5	Yes	It is mandatory that the Bidder provide at least 1 example of a project that included their disposal of hazardous materials in at least 4 elements, thereafter the bid will be rated
N.2.4	Facilities	-	-	See subsections below
N.2.4.1	Temporary facilities	0 to 5	Only if applicable	Details only required if a temporary facility is required as part of the Bidder's project plan
N.2.4.2	Approved Shipbreaking Site	0 to 5	Yes	The Bidder must provide the details of the Approved Site for Ship Breaking, the

Solicitation No. - N° de l'invitation
47419-194116/A
Client Ref. No. - N° de réf. du client
47419-194116

Amd. No. - N° de la modif.
File No. - N° du dossier
XLV-8-41224

Buyer ID - Id de l'acheteur
xlv211
CCC No./N° CCC - FMS No./N° VME

Item	Section	Rating where appropriate	Mandatory? (Yes / No)	Notes regarding Mandatory inclusion in bid and point ratings.
				specific details of which will be rated
N.2.4.3	Facilities – Along-side	0 to 5	Only if applicable	Details only required if an alongside facility is required as part of the Bidder's project plan
N.2.4.4	Facilities – Dry Dock / Haul Out	0 to 5	Only if applicable	Details only required if a Dry Dock / Haul Out facility is required as part of the Bidder's project plan
N.2.4.5	Permits, Licenses and Certifications for Ship Breaking	-	Yes	It is mandatory that the Bidder provide evidence of the permits for all its ship breaking facilities identified above that shows it has Permits to conduct ship breaking
N.2.4.6	Permits, licenses and certifications for Hazardous Materials handling	-	Yes	It is mandatory that the Bidder provide evidence of the permits for all hazardous material handling identified in the IHM.
N.2.4.7	Subcontracted Facilities Letter of Agreement	-	Only if applicable	If applicable, the Bidder must provide a letter of agreement regarding use of subcontractor facilities.
N.2.5	Subcontractor - List	-	Only if applicable	If applicable, the Bidder must provide a list of subcontractors
N.2.6	Project Plan	0 to 5	Yes	It is mandatory that the Bidder provide a Project plan showing all the components of the project, thereafter the project plan will be rated.

Item	Section	Rating where appropriate	Mandatory? (Yes / No)	Notes regarding Mandatory inclusion in bid and point ratings.
N.2.7	Preliminary Project Schedule	0 to 5	Yes	It is mandatory that the Bidder present a project schedule that details the milestones listed under Annex B, thereafter the schedule will be rated
N.2.8	Project Management Services	-	-	See subsections below
N.2.8.1	Project Resources	0 to 5	Yes	It is mandatory that the Bidder provide an organization chart, thereafter further details on the proposed project resources will be rated
N.2.8.2	Project Manager	0 to 5	Yes	It is mandatory that the Bidder provide a project manager having completed a minimum of one shipbreaking project, thereafter the project manager's qualifications and experience will be rated
N.2.9	Health and Safety	0 to 5	Yes	It is mandatory that the Bidder provide a WorkSafe compliance letter, thereafter the H&S plan will be rated
N.2.10	Preliminary Environment Protection Plan (EPP)	0 to 5	Yes	It is mandatory that the Bidder provide a Preliminary EPP, thereafter the EPP will be rated
	Maximum Point Rating	70		