



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

Bid Receiving/Réception des soumissions

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

Proposal to: Fisheries and Oceans Canada

We hereby offer to sell to 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 and services listed herein and on any attached sheets at the price(s) set out therefor.

Proposition à : Pêches et Océans Canada

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

Title / Titre EX HMCS Cormorant- Permanent Removal of Threat of Pollution to the Marine Environment		Date September 16, 2020
Solicitation No. / N° de l'invitation FP802-200064A		
Client Reference No. / No. de référence du client(e) FP802-200064A		
Solicitation Closes / L'invitation prend fin At / à : 2:00 p.m. EDT (Eastern Daylight Time) On / le : September 28, 2020		
F.O.B. / F.A.B. Destination	Taxes See herein — Voir ci- inclus	Duty / Droits See herein — Voir ci- inclus
Destination of Goods and Services / Destinations des biens et services See herein — Voir ci-inclus		
Instructions See herein — Voir ci-inclus		
Address Inquiries to : / Adresser toute demande de renseignements à : Stephane Julien Senior Contracting Officer Email / Courriel: stephane.julien2@dfo-mpo.gc.ca		
Delivery Required / Livraison exigée See herein — Voir en ceci	Delivery Offered / Livraison proposée	
Vendor Name, Address and Representative / Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur		
Telephone No. / No. de téléphone	Facsimile No. / No. de télécopieur	
Name and title of person authorized to sign on behalf of Vendor (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)		
Signature	Date	





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THIS BID SOLICITATION SUPERSEDES PREVIOUS BID SOLICITATION NUMBER FP802-200064 DATED JUNE 29, 2020 WITH A CLOSING OF AUGUST 24, 2020 AT 2:00 PM EDT. THE PREVIOUS SOLICITATION WAS CANCELLED DUE TO NONE OF THE BIDS MEETING THE TECHNICAL REQUIREMENT.

A DEBRIEFING OR FEEDBACK SESSION WILL BE PROVIDED UPON REQUEST TO BIDDERS WHO BID ON THE PREVIOUS SOLICITATION.

NO EXTENSION TO THE BID SOLICITATION WILL BE GRANTED DUE TO THE FOLLOWING FACTORS:

- **URGENT NATURE OF THIS REQUIREMENT;**
- **IMMINENT THREAT TO THE MARINE ENVIRONMENT;**
- **THE REQUIREMENT WAS PREVIOUSLY POSTED FOR MORE THAN 40 DAYS;**
- **FEDERAL ACTS AND LEGISLATION MANDATING THE DEPARTMENT TO TAKE MEASURES TO PREVENT POLLUTION; AND**
- **THERE IS A LIMITED WEATHER WINDOW FOR THIS OPERATION.**

IMPORTANT NOTE: DUE TO SAFETY CONCERNS, IT WILL NOT BE POSSIBLE TO ORGANIZE A SITE VISIT. HOWEVER, THERE WILL BE A BIDDERS CONFERENCE SCHEDULED FOR MONDAY SEPTEMBER 21, 2020 @ 12:00PM EST. THE CONFERENCE WILL BE RECORDED.

TO JOIN THIS MEETING PLEASE CLICK ON THE FOLLOWING LINK:

[Join Microsoft Teams Meeting](#)

[Learn more about Teams](#) | [Meeting options](#)

PART 1 - GENERAL INFORMATION

1.1. Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;



Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and

Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

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

1.2. Summary

- 1.2.1 Environmental Response, Canadian Coast Guard – Atlantic Region has the urgent requirement regarding the EX HMCS Cormorant currently located in Bridgewater, Nova Scotia, to have all bulk pollutants removed from the vessel as identified in Table 1 of the Condition Survey, Pollution Risk Assessment and Towage Assessment Report 10 & 27, July 2019 (Annex 1); the vessel prepared for towage to a dismantling and recycling facility, and final dismantle and recycling of vessel to permanently eliminate the threat posed by the vessel. An all-inclusive contract is the preferred option for this operation.
- 1.2.2 The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).
- 1.2.3 "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.

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. The debriefing will be in writing.



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) 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 (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 120 days

2.2 Submission of Bids

Bids must be submitted by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to DFO will not be accepted.

2.3 Former Public Servant

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

Definitions

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

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or



- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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



2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than (10) 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.

2.5 Applicable Laws

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

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

2.6 Work Period – Marine

Work must commence and be completed as follows:

Commence: _____ (contract award date).

Complete: _____ (maximum 9 months).

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.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

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

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

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

Important Note:

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

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

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

Section I: Technical Bid

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings.

To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with the Basis of Payment Annex "B" .

3.1.2 Electronic Payment of Invoices – Bid

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

If Annex "C" 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.

3.1.3 Exchange Rate Fluctuation

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

3.1.4 SACC Manual Clauses



Section III: Certifications

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



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

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

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

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

The Bidder must provide in their bid the evidence that he or she meets each mandatory criterion mentioned below.

The following mandatory criteria will be assessed:

Criteria No.	Criteria Description	Cross Reference to Proposal with Page number
M1	<p>The bidder MUST have a minimum of 60 months experience in the Marine Salvage or Offshore Industry, within the last 15 years of date of bid closing and MUST demonstrate experience by providing a detailed account of previously completed pollutant assessment and removal operations on derelict vessels, on two (2) separate occasions together with references.</p> <p>Each project MUST have the following information:</p> <ol style="list-style-type: none"> 1. The name of the client organization (to whom the services were provided); 2. The name, title, telephone number and email address of Project Authority; (For validation Purposes) 3. Description of the type and scope of services that meets the identified criteria by the resource. 4. Dates and duration of the project (indicating the years and months of engagement and the start and end dates of the work). 	Page #: _____



	Bidders MUST complete and provide the attached Annex M1 to clearly demonstrate their experience.	
M2	<p>Key personnel* MUST have a minimum of two (2) years' experience in pollutant removal, marine survey and stability assessments, vessel deconstruction and recycling operations completed in the last 5 years of date of bid close date and provide specific details thereof.</p> <p>Bidder MUST supply as a minimum the following information:</p> <ol style="list-style-type: none"> 1. Provide details of the proposed management & organization for the project with a chain of command, positions, roles and responsibilities and linkages with the Canadian Coast Guard (CCG) and other agencies/entities on site. 2. Provide full details of key personnel proposed to undertake the operation with summary CVs (no more than 2 pages), highlighting qualifications and experience. <p>Key personnel* is defined as a project manager or anyone that requires a certificate in their field i.e. Marine Chemist, Naval Arch, Tug operator etc.</p>	Page #: _____
M3	<p>The Bidder MUST provide a response plan before bid closing that demonstrates how they will perform the removal of the EX HMCS Cormorant in accordance with the Statement of Work (Annex A). <u>The response plan must include all of the following items:</u></p> <p>M3.1. PREPARATION OF VESSEL AND BULK POLLUTANT REMOVAL</p> <p>3.1.1 Develop Bulk Pollutant Removal Plan</p> <ol style="list-style-type: none"> 3.1.1.1 Prior to towage, assessment, inspection and pumping of compartments and/or tanks not accessed during London Offshore Consultants (LOC) survey. 3.1.1.2 Removal of all bulk and residual pollutants. 3.1.1.3 Dive survey to verify the condition of the hull, sea chests are blanked and secured, rudder position secured mid-ships position and propeller locked. 3.1.1.4 Tow connection. 3.1.1.5 Establishment of visual marking scheme on hull to identify any changes in vessel draft changes during tow operations. 3.1.1.6 Use of submersible pumps. 3.1.1.7 Tug equipment and crew. 3.1.1.8 Access points to board vessel. 	<p>Page #: _____</p> <p>Page #: _____</p> <p>Page #: _____</p> <p>Page #: _____</p> <p>Page #: _____</p> <p>Page #: _____</p> <p>Page #: _____</p>



	<p>M3.2. TOW PLAN AND TOWAGE TO SHIP RECYCLING YARD TASKS (ANNEX 4 & 5)</p> <p>3.2.1 Supply an Tow Plan which contain as a minimum:</p> <p>3.2.1.1 Towing arrangement. 3.2.1.2 Towing gear 3.2.1.3 Required insurance certificates 3.2.1.4 Voyage plan 3.2.1.5 Contingencies 3.2.1.6 Necessary approvals</p>	<p>Page #: _____ Page #: _____ Page #: _____ Page #: _____ Page #: _____</p>
	<p>M3.3. DISMANTLE AND RECYCLE VESSEL</p> <p>3.3.1 How the vessel will be dismantled and recycled in a safe environmental manner and in accordance with all applicable Canadian legislation. 3.3.2 How will all material removed from the vessel be disposed of.</p>	<p>Page #: _____ Page #: _____</p>
M4	<p>Timeline of Operations</p> <p>The bidder must provide a timeline in the form of a Gantt Chart or equivalent that demonstrates how the operation will be completed within 9 months of award of contract. Minimum resources and personnel assigned to each step of the Gantt Chart or equivalent must be included.</p> <p>An equivalent could be something such as a project management timeline. Anything that would include the same information as a Gantt Chart but with a different layout/formatting.</p>	<p>Page #: _____</p>

4.2 Basis of Selection

4.2.1 Mandatory Technical Criteria

SACC Manual Clause [A0031T](#) (2010-08-16), Basis of Selection – Mandatory Technical Criteria



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 Additional Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex 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

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

5.2.3.2 Education and Experience

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

Signature

Date



PART 6 - OTHER REQUIREMENTS

6.1 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 E .

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.

6.2 List of 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

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

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

2035 (2020-05-28), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

Subsection 12 of 2035 (2020-05-28), General Conditions – Higher Complexity - Services – Invoice Submission, is amended as follows:

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

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



7.2.2 Supplemental General Conditions

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

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

- a) Wherever the term “construction” is used, substitute “disposal”;
- 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

7.3.1 The following security requirements (SRCL and related clauses provided by Contract Security Program) apply and form part of the Contract.

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

7.4 Term of Contract

7.4.1 Work Period - Marine

Work must commence and be completed as follows:

Commence: _____ (contract award date).

Complete: _____ (maximum 9 months).

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

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Stephane Julien
Title: Senior Contracting Officer
Fisheries and Oceans Canada
Directorate: Materiel and Procurement Services
Address: 200 Kent Street



Ottawa, Ontario K1A 0E6
Telephone: 343-548-5181
E-mail address: stephane.julien2@dfo-mpo.gc.ca

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

7.5.2 Project Authority

The Project Authority for the Contract is: *[To be provided at time of Contract award]*

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

Telephone: _____
E-mail address: _____

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

7.5.3 Contractor's Representative

The Contractor's Representative for the Contract is: *[To be provided at time of Contract award]*

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

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

7.6 Proactive Disclosure of Contracts with Former Public Servants

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 web sites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada Payment.

7.7 Payment

7.7.1 Basis of Payment

7.7.1.1 In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ **(To be inserted at contract award)**. Customs duties are included and Applicable Taxes are extra.



7.7.1.2 All prices and amounts of money in the Contract are exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable, unless otherwise indicated. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims for goods supplied or work performed and will be paid by Her Majesty. The Contractor agrees to remit to Canada Revenue Agency any GST or HST paid or due.

7.7.1.3 Any payment by Her Majesty under this contract is subject to there being an appropriation for the fiscal year in which the payment is to be made.

7.7.2 Limitation of price

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

7.7.3 Method of Payment – Milestone Payments

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:

- a. an accurate and complete claim for payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

7.7.4 SACC Manual Clauses

SACC Manual clause A9117C (2007-11-30) T1204 – Direct Request by Customer Department
SACC Manual clause C2000C (2007-11-30) Taxes - Foreign-based Contractor

7.7.5 Electronic Payment of Invoices – Contract

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

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

7.8 Invoicing Instructions

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

7.8.2 Payments will be made provided that the invoice(s) are emailed to DFO Accounts Payable at DFO.invoicing-facturation.MPO@canada.ca with a cc to: *[To be provided at time of Contract award]* insert the name of the Project/Technical Authority and provides the required information as stated in subsection 7.7.1 above.

7.9 Certifications and Additional Information

7.9.1 Compliance



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

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

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

7.9.3 SACC Manual Clauses

SACC Manual clause [A0285C](#) (2007-05-25) Workers Compensation
SACC Manual clause [A3015C](#) (2014-06-26) Certifications - Contract

7.10 Applicable Laws

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

7.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions [1028](#) (2010-08-16) - Ship Construction - Firm Price
- (c) the general conditions [2035](#) (2020-05-28), General Conditions – Higher Complexity - Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, ELECTRONIC PAYMENT INSTRUMENTS
- (g) Annex D, FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION
- (h) Annex E, Insurance Requirements;
- (i) Annex F Departmental Diving Safety Procedures
- (j) the Contractor's bid dated _____ *insert date of bid* [*If the bid was clarified or amended, insert at the time of contract award*]: “, as clarified on _____ **or**, as amended on _____ *and insert date(s) of clarification(s) or amendment(s)*

7.12 Foreign Nationals (Foreign Contractor)

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

7.13 Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex E. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance



policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.14 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 Environmental Protection

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

7.17 SACC Manual clause [A9068C](#) (2010-01-11) Government Site Regulations

7.18 SACC Manual clause [A9056C](#) (2008-05-12), Supervision of Fueling and Disembarking Fuel

7.19 SACC Manual clause [A0290C](#) (2008-05-12) Hazardous Waste – Vessels

7.20 SACC Manual clause [A9047C](#) (2008-05-12) Title to Property – Vessel

7.21 SACC Manual clause [A9039C](#) (2008-05-12) - Salvage



**ANNEX "A" - STATEMENT OF WORK
EX HMCS Cormorant**



April 24, 2020

1 BACKGROUND

The vessel, CORMORANT is an all-steel vessel which was built in Italy in 1963 as a stern trawler named the ASPA QUATRO. It was acquired by Canadian Department of National Defense in July 1975 and converted into a dive support vessel. It was renamed HMCS CORMORANT and given the designation ASL 20. The vessel was decommissioned in July 1997. In June 1998 the vessel was purchased from the Government of Canada by Dominion Shipping Inc. of Brownsville, Texas. It is understood that they intended to convert the vessel for use in the offshore industry as a dive support vessel. It is unclear what, if any, work was carried out but around 2000 the vessel was secured in its current location in Bridgewater. In 2009 it appears that the vessel was sold to Cormorant Marine Services Corporation a company based in Nevada. The new owner started work to re-activate the vessel but it appears that all efforts were stopped circa 2013. News articles suggest that around this time the vessel was sold to the Port of Bridgewater for a nominal sum. As a result of Court Order dated November 8th, 2020, the Port of Bridgewater and 3092714 Nova Scotia Limited are identified as vessel owner(s).

The vessel has been identified as being at risk of sinking and polluting Bridgewater Harbour and the Lahave River.



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

2 SCOPE OF WORK

2.1 Environmental Response, Canadian Coast Guard – Atlantic Region has the urgent requirement regarding the EX HMCS Cormorant currently located in Bridgewater, Nova Scotia, to have all bulk pollutants removed from the vessel as identified in Table 1 of the *Condition Survey, Pollution Risk Assessment and Towing Assessment Report 10 & 27, July 2019* (Annex 1); the vessel prepared for towing to a dismantling and recycling facility, and final dismantle and recycling of vessel to permanently eliminate the threat posed by the vessel. An all-inclusive contract is the preferred option for this operation.

2.3 Description of work requested

- 2.3.1 Make vessel safe for access (e.g. Air quality, evidence of mold present), asbestos management plan, fire watch plan)
- 2.3.2 Remove bulk pollutants
- 2.3.3 Stabilize vessel for tow
- 2.3.4 Develop tow plan
- 2.3.5 Removal of submarine (if required)
- 2.3.6 Tow vessel to recycling facility
- 2.3.7 Dismantle and recycle vessel

3 TASK / TECHNICAL SPECIFICATIONS

An experienced contractor is required to make vessel safe for access, provide asbestos management plan, provide fire watch plan, remove bulk pollutants, stabilize vessel for tow, develop and supply a tow plan, allow removal of submarine from vessel if required (optional) tow vessel to a recycling facility and dismantle the EX HMCS Cormorant. The following is a detailed description of work to be conducted:

General

Contractor must take into consideration vessel traffic requirements throughout the duration of the operation and CCG will issue a Notice to Shipping. Environmental limiting factors are *2.5 meter sea state and 25 knots wind speed*. For guidance a tow tug with a minimum bollard pull of 20MT should be utilized for tow operations, however contractor to include towing resistance calculation as part of the tow plan to confirm suitability of nominated tug. (Refer to Annex 4 – Updated Requirements for Towing).

Given the age of the vessel, it is highly likely that asbestos would have been used in the original construction. It is not known if any sampling or remediation has been done during the life of the vessel. The contractor is to prepare an Asbestos Management Plan as it would be prudent to assume the presence of asbestos until proven otherwise.

Contractor to produce a timeline and Safety Plan for operations based on individual task.

Contractor is to guarantee that all equipment and personnel will be available as required throughout the duration of the operation. The contractor must have contingency plans in place to account for the possibility of delays due to loss of equipment and/or personnel.

The contractor must have all required personnel and resources on site for the start of Objective #1 operations within 3 weeks of the contract award and commence operations, start Objective #2 operations within 72 hours of completion of objective #1, and complete Objective #3 operations within 9 months of the date that the contract is awarded.



3.1 OBJECTIVE # 1– PREP VESSEL / BULK POLLUTANT REMOVAL

TASKS

- 4.2.1 Develop Bulk Pollutant Removal Plan based on table (Annex 2) of LOC Report
- 4.2.2 Prior to towage, compartments / tanks not accessed during London Offshore Consultants (LOC) survey are to be inspected and pumped as required.
- 4.2.3 All bulk pollutants need to be removed from vessel prior to towage. Removal of any fuel oil (diesel), lube oil from tank and crank cases from auxiliary machinery, removal of hydraulic oil from storage tank and all associated hydraulic equipment, and residual oils remaining in all machinery compartments. Removal of other pollutants where possible including, but not limited to, drums, pails, non-secure tanks, free floating oil, etc.
- 4.2.4 All loose items to be removed or secured prior to towage.
- 4.2.5 All side shell penetrations are to be sealed
- 4.2.6 A dive survey should be conducted to verify the condition of the hull underwater areas. Fwd. Sea Chests are to be blanked, rudder positions confirmed and secured in mid-ships position and propeller locked. Note: Aft sea chests in way of main propulsion motor room have been blanked but the security of the blanks should be confirmed during the dive survey.
- 4.2.7 A tow connection forward is to be established. Given the limited breath of the vessel a single leg bridle may be the best option.
- 4.2.8 An emergency back-up tow connection is to be established c/w floating messenger line and pick up buoy.
- 4.2.9 Painted marks or similar should be placed on the hull just above the waterline forward so any change in draft can be readily seen from tow vessel during the tow operations.
- 4.2.10 Submersible pumps are to be located in major compartments and rigged ready for use. If electrically powered, then a suitable sized generator is to be provided, connected to the pumps.
- 4.2.11 The tug should be equipped with a work boat to allow tug crew to board the vessel to activate the pumps if leakage is detected. Tow vessel is to have sufficient crew to allow for a boarding party and crew to operate the tow vessel safely while the boarding party are operating pumps.
- 4.2.12 Access points to allow easy boarding are to be established on both sides of vessel.
- 4.2.13 Stability Model for vessel to be used to develop appropriate stability plan for tow operations.

3.2 OBJECTIVE # 2– TOW PLAN AND TOWAGE TO SHIP RECYCLING YARD TASKS (ANNEX 4 & 5)

- 3.3.1 Supply an approved Tow Plan which should contain as a minimum:
 - 3.3.1.1 Towing arrangement
 - 3.3.1.2 Appropriate towing gear
 - 3.3.1.3 Required certificates
 - 3.3.1.4 Voyage plan
 - 3.3.1.5 Contingencies



3.3.1.6 Necessary approvals

3.3.2 Towage to Ship Recycling Yard

3.3.2.1 Marine Insurance Survey conducted by a recognized Marine Warranty Surveyor / Company

3.3.2.2 Valid Wreck Removal Salvage Insurance Certificate

3.3.2.3 Compliance with the Towage Requirements outlined in Annex 5 throughout the tow.

3.4 OBJECTIVE # 3 – DISMANTLE AND RECYCLE VESSEL

3.4.1 The vessel is to be dismantled and recycled in a safe environmental manner and in accordance with all applicable Canadian legislation. All material removed from the vessel is to be disposed through licensed recycling companies.

3.4.2 Vessel is to be removed from the water (preferred option) or pulled ashore and diked for dismantling and recycling. No floating dismantling will be accepted

3.4.3 Recycling of the vessel is to be completed within 9 months of the date the contract is awarded.

4 APPLICABLE DOCUMENTS

LOC – EX HMCS Cormorant Condition Survey, Pollution Risk Assessment & Towage Assessment 10 & 27 July, 2019 (Annex 1)

LOC –EX HMCS Stability Assessment (Annex 3)

Coast Guard Incident Commander and /or staff will monitor the pollutant removal by the contracted company. Included in the control is direction of operations and overall safety. Contractor is to supply a safety plan to CCG for review.

The contractor will be responsible for recovery, onboard vessel storage and disposal of all pollutants during the operation are the responsibility of contractor. (Waste disposal plan).

5 SPECIFICATIONS AND STANDARDS

5.1 The work is to be performed using the skills of certified contractors.

5.2 The successful bidder **must** agree to obtain all permits, licenses and government approvals to conduct the work as specified in the Statement of Work

6 METHOD AND SOURCE OF ACCEPTANCE

CCG will be maintaining command and control of all operations. Completion of the Bulk Pollutant Removal Plan will be determined satisfactory only after inspection by the CCG Incident Commander and / or staff.

7 REPORTING REQUIREMENTS

Contractor will be constantly monitored by CCG Incident Commander and staff throughout the pollutant removal and tow operations.

8 PROJECT MANAGEMENT CONTROL PROCEDURES

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



9 CHANGE MANAGEMENT PROCEDURES

All changes must be made in writing and agreed to by both parties.

10 LOCATION OF WORK

The Work will be performed in Bridgewater, Nova Scotia.

11 TRAVEL REQUIRMENTS

The Crown will not reimburse the Contractor or Resources for any travel and/or living expenses as part of this Contract.

SEE ATTACHED.

ANNEX 1: EX HMCS CORMORANT CONDITION SURVEY, POLLUTION RISK ASSESSMENT
& TOWAGE ASSESSMENT

ANNEX 2: TANK SOUNDINGS AFTER REMEDIAL WORK, DECEMBER, 2019

ANNEX 3: STABILITY ASSESSMENT (UNKNOWN EMPTY/ FULL)

ANNEX 4: REQUIREMENTS FOR TOWAGE

ANNEX 5: VALID WRECK REMOVAL SALVAGE INSURANCE CERTIFICATE



ANNEX “B” - BASIS of PAYMENT

The pricing provided in the bid will be incorporated into the resulting Basis of Payment of the Contract.

TABLE 1

Item	Description	All Inclusive Firm Price (CAD\$)
MILESTONE 1	Completion of the bulk pollutant removal, preparation of the vessel, and tow to recycling facility. (excluding the Asbestos removal. See Table 2)	\$
MILESTONE 2	See Table 2 below	
MILESTONE 3	Upon completion of the recycling of the vessel.	\$
Total (excluding taxes)		\$

TABLE 2

MILESTONE 2 (if asbestos is found) Asbestos removal Note: the estimated amount is for evaluation purposes only.	Estimated Quantity:	All-inclusive Unit Price (CAD\$)
	10 Cubic Meters	\$ _____ / Cubic Meter
		TOTAL: \$ _____ (Total = 10 x \$/Cubic Meter)

GRAND TOTAL BID SUBMISSION (Excluding applicable taxes)

GRAND TOTAL = TABLE 1 + TABLE 2 =	\$
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ANNEX "C" to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

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

- Acquisition Card;
- Direct Deposit (Domestic and International);



ANNEX "D" to PART 5 OF THE BID SOLICITATION

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

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

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

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

Complete both A and B.

A. Check only one of the following:

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

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

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

OR

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

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

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



ANNEX “E” - INSURANCE REQUIREMENTS

1.1 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 **\$5,000,000** 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. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
- n. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

1.2 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 the Department of Fisheries and Oceans/Canadian Coast Guard 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.

For the province of Quebec, send to:

*Director Business Law Directorate,
Quebec Regional Office (Ottawa),
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284 Wellington Street, Room SAT-6042,
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234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8*

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



1.3 ENVIRONMENTAL IMPAIRMENT LIABILITY INSURANCE

1. The Contractor must obtain Pollution Legal Liability – Fixed Site Coverage 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. 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 Pollution Legal Liability – Fixed Site Coverage 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. 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.
 - c. Separation of Insureds: The policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - d. Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - e. Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.
 - f. 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*



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