



**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  
200 Kent Street | 200 rue Kent  
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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).

<b>Title / Titre</b> In-Situ Fishing Vessel Disposal		<b>Date</b> January 24, 2022
<b>Solicitation No. / N° de l'invitation</b> 30001907		
<b>Client Reference No. / No. de référence du client(e)</b> 30001907		
<b>Solicitation Closes / L'invitation prend fin</b> <b>At / à : 2:00 pm / 14h 00</b> EST (Eastern Standard Time / HNE (Heure Normale de l'Est) <b>On / le : March 7, 2022 / le 7 mars 2022</b>		
<b>F.O.B. / F.A.B.</b> Destination	<b>Taxes</b> See herein — Voir ci-inclus	<b>Duty / Droits</b> See herein — Voir ci-inclus
<b>Destination of Goods and Services / Destinations des biens et services</b> See herein — Voir ci-inclus		
<b>Instructions</b> See herein — Voir ci-inclus		
<b>Address Inquiries to : / Adresser toute demande de renseignements à :</b> Richard Soulliere Senior Contracting Officer / Agent de contrats supérieur <b>Email / Courriel:</b> <a href="mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca">DFOtenders-soumissionsMPO@dfo-mpo.gc.ca</a> & <a href="mailto:Richard.soulliere@dfo-mpo.gc.ca">Richard.soulliere@dfo-mpo.gc.ca</a>		
<b>Delivery Required / Livraison exigée</b> See herein — Voir en ceci	<b>Delivery Offered / Livraison proposée</b>	
<b>Vendor Name, Address and Representative / Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur</b>		
<b>Telephone No. / No. de téléphone</b>	<b>Facsimile No. / No. de télécopieur</b>	
<b>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)</b>		
<b>Signature</b>	<b>Date</b>	



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## **PART 1. - GENERAL INFORMATION**

### **1.1. Introduction**

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

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

The Annexes include the Statement of Work, Basis of Payment, the Federal Contractors Program for Employment Equity - Certification, Covid-19 Vaccination Requirements – Certification, and the Insurance Requirements.

### **1.2. Summary**

#### **1.2.1. Brief Description**

The Department of Fisheries and Oceans (DFO) requires the fishing vessel, Hamilton Banker, to be disposed in-situ. The vessel is located near Colliers, NL and the work includes having all recoverable pollutants removed from the vessel, preparing the site for dismantling, final disposal of the vessel and contents at recognized recycling centers, worksite remediation, and planning all of these elements. DFO's aim is to ensure the permanent elimination of the threat of pollution posed by the vessel. The Work must be completed within four months of contract award.

#### **1.2.2. Comprehensive Land Claims Agreements**

This bid solicitation is to establish a contract for the delivery of the requirement detailed in the bid solicitation excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside the resulting contract.



### **1.2.3. COVID-19 vaccination requirement**

This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification in annex 1 to part 5 as part of the bid will render the bid non-responsive.

### **1.2.4. Federal Contractors Program for Employment Equity**

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 may be in writing or by telephone.

### **1.4 Trade Agreements**

This requirement is subject to the following trade agreements:

- Canadian Free Trade Agreement (CFTA),
- Canada-Chile Free Trade Agreement (CCFTA),
- Canada-Columbia Free Trade Agreement (CCoIFTA),
- Canada-Honduras Free Trade Agreement (CHFTA),
- Canada-Korea Free Trade Agreement (CKFTA),
- Canada-Panama Free Trade Agreement (CPanFTA),
- Canada-Peru Free Trade Agreement (CPFTA),
- Canada-United Kingdom Trade Continuity Agreement (CUKTCA),
- Canada-Ukraine Free Trade Agreement (CUFTA),
- Comprehensive Economic and Trade Agreement (CETA),
- Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), and
- World Trade Organization Agreement on Government Procurement (WTO-AGP).



## PART 2. - BIDDER INSTRUCTIONS

### 2.1. Standard Instructions, Clauses and Conditions

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

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

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

The 2003 (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 3.a) of Section 01, Integrity Provisions - Bid of the Standard Instructions 2003 incorporated by reference above is deleted in its entirety and replaced with the following:

- a. at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the [Ineligibility and Suspension Policy](#). During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names“.

### 2.2. Submission of Bids

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

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

### 2.3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) 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 Newfoundland & Labrador.

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 seven (7) calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

## 2.6. Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.



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

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

Canada requests that the Bidder submit **all** its **email** bid in separately saved sections as follows and **prior to the bid closing date and time to the email addresses indicated** on page 1:

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

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

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

#### **Important Note:**

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

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

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

#### **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.

#### **Section II: Financial Bid**

**3.1.1.** Bidders must submit their financial bid in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3. All amounts must be in Canadian Dollars and exclude Applicable Taxes.

#### **3.1.2. Exchange Rate Fluctuation**

**C3011T** (2013-11-06), Exchange Rate Fluctuation applies to this requirement.

#### **Section III: Certifications**

Bidders must submit the certifications and additional information required under Part 5 and the signed and completed cover page of this solicitation.





### ATTACHMENT 1 TO PART 3 – PRICING SCHEDULE

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

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

The firm all-inclusive price of each milestone are subject to maximum amounts stated in article 1.1 (below).

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

#### 1.0 Table of Milestones

Milestone #	Description	Firm All-inclusive Price
1	Planning work and mobilisation of resources to worksite	\$_____ (a)
2	Completion of the bulk pollutant / hazardous and noxious substance removal and site preparation	\$_____ (b)
3	Completion of the deconstruction of the vessel	\$_____ (c)
4	Satisfactory remediation of the site	\$_____ (d)
<b>Total Evaluated Price</b> ( = a + b + c + d; Applicable Taxes extra)		\$_____

1.1 The maximum value of each milestone is as follows:

- Milestone **1** = **15%** of the total evaluated price
- Milestone **2** = **20%** of the total evaluated price
- Milestone **3** = **50%** of the total evaluated price
- Milestone **4** = **15%** of the total evaluated price



**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 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**

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

Bidders' proposals must clearly demonstrate that they meet all mandatory requirements for the proposal to be considered for further evaluation. Each criterion should be addressed separately. Proposals not meeting any mandatory criteria will be declared non-responsive.

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

The bidder should clearly cross-reference each mandatory technical criterion to their proposal. **Contact Authorities for each referenced project must have either managed the project or have direct knowledge of the work performed by the proposed resource.** Canada reserves the right to validate any information provided in the bid.

The following mandatory criteria will be assessed:

<b>Mandatory Technical Criteria</b>		
<b>Criterion No.</b>	<b>Description</b>	<b>Cross Reference to Proposal with Page number</b>
M1	<p>The Bidder <b>MUST</b>;</p> <ul style="list-style-type: none"> <li>a. have a minimum of <b>60</b> months (5 years) experience in the Marine Salvage or Marine Industry, within the last one hundred eighty months (<b>15</b> years) from the date of bid closing and</li> <li>b. Demonstrate that it has completed pollutant removal, dismantling and disposal / recycling operations on steel hulled vessels, on two (2) separate occasions within the last 120 months (10 years) together with references.</li> </ul> <p>Each referenced project for both a. and b. <b>MUST</b> have the following information:</p>	<p>Page #: _____</p>



	<p>1. The name of the organization (to whom the services were provided);</p> <p>2. The name, title, telephone number and email address of the Contact Authority (for validation Purposes);</p> <p>3. Description of the type and scope of services that meets the identified criteria; and</p> <p>4. Dates and duration of the project (start date (MM/YY) to end date (MM/YY)).</p>	
<p>M2</p>	<p>The Bidder must identify key personnel* that <b>MUST</b> have a minimum of twenty four months (two (2) years' experience in pollutant removal, marine survey and stability assessments, steel hull vessel deconstruction and recycling operations completed in the last one hundred and twenty months (10 years) from the date of bid closing and provide specific details specified below.</p> <p>Bidder <b>MUST</b> provide as a minimum the following information:</p> <ol style="list-style-type: none"> <li>1. Details of the proposed management &amp; 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.</li> <li>2. Full details of key personnel proposed to undertake the operation, with summary CVs that must contain specific project information (no more than 2 pages), highlighting qualifications and experience removing pollutants, dismantling and disposal / recycling operations and deconstructing on steel hulled vessels.</li> </ol> <p>Key personnel* is defined as a project manager or anyone that requires a certificate (<b>a copy to be supplied with the technical bid</b>) in their field i.e. Marine Chemist, Naval Arch, Tug operator etc.</p>	<p>Page #: _____</p>
<p>M3</p>	<p>The Bidder <b>MUST</b> provide a response plan that demonstrates how they will perform the removal of the <b>FV HAMILTON BANKER</b> in accordance with the Statement of Work (Annex A). <u>The response plan must include all of the following items:</u></p>	
	<p><b>M3.1. ACCESSING THE VESSEL AND BULK POLLUTANT REMOVAL</b></p> <p><b>3.1.1 Develop Bulk Pollutant Removal Plan</b></p> <ol style="list-style-type: none"> <li>3.1.1.1 Accessing the vessel.</li> <li>3.1.1.2 Necessary permits and approvals, identifying process and timeline to obtain upon award of contract</li> <li>3.1.1.3 Assessment, inspection and pumping of compartments and/or tanks</li> <li>3.1.1.4 Removal of all bulk and residual pollutants.</li> </ol>	<p>Page #: _____</p> <p>Page #: _____</p> <p>Page #: _____</p> <p>Page #: _____</p>



	<p>3.1.1.5 Supply an organizational chart for the team who will be onsite and off-site to manage the project and perform the work.</p>	<p>Page #: _____</p>
	<p><b>M3.2. DISMANTLE AND RECYCLE VESSEL</b></p> <p>3.2.1 Method statement to detail how the vessel will be dismantled and recycled in a safe environmental manner and in accordance with all applicable Canadian legislation.</p> <p>3.2.2 Method statement to detail how all asbestos and HNS materials to be removed from the vessel and disposed.</p>	<p>Page #: _____</p> <p>Page #: _____</p>
	<p><b>M3.3. Timeline of Operations</b></p> <p>3.3.1 The bidder must provide a timeline in the form of a Gantt Chart (or equivalent) that demonstrates how the operation will be completed within 4 months of award of contract. Minimum resources and personnel assigned to each step of the Gantt Chart or equivalent must be included. 7 day operational work week required subject to adequate weather conditions.</p>	<p>Page #: _____</p>
<p>M4</p>	<p>The bidder must identify in a short statement whether or not marine vessels and/or marine operating platforms will be used in their proposed approach to complete the Work.</p> <p>If marine vessels and/or marine operating platforms <b>are included</b> in the bidder's proposed approach, the Bidder <b>must also provide</b> proof of Marine Liability Insurance that is valid as of bid closure.</p> <p>If the Bidder <b>does not have valid Marine Liability Insurance</b> as of bid closure, marine vessels and/or marine operating platforms must NOT be included in the bidder's proposed approach, including any responses to all other technical criteria.</p>	<p>Page #: _____</p>

## 4.2. Basis of Selection

### 4.2.1. Mandatory Technical Criteria

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.



## **PART 5. - CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

### **5.1. Certifications Required with the Bid**

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

#### **5.1.1. Integrity Provisions – Declaration of Convicted Offences**

In accordance with the 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.

#### **5.1.2. Additional Certifications Required with the Bid**

##### **5.1.2.1. COVID-19 vaccination requirement certification**

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached at Annex 2 to Part 5 to this bid solicitation, to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.

### **5.2. Certifications Precedent to Contract Award and Additional Information**

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

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

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



## 5.2.2. Federal Contractors Program for Employment Equity - Bid Certification

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

### 5.2.3.2. Education and Experience

SACC Manual clause [A3010T](#) (2010-08-16) Education and Experience applies to this solicitation.

### 5.2.3.3. Contractor's Representative

The Contractor's Representative for any resulting contract will be: (bidder to insert details)

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

### 5.2.3.4. Supplementary Contractor Information

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

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



- a) The legal name of the entity or individual, as applicable (the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code:
- \_\_\_\_\_
- b) The status of the contractor (individual, unincorporated business, corporation or partnership:
- \_\_\_\_\_
- c) For individuals and unincorporated businesses, the contractor's SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number:
- \_\_\_\_\_
- d) For corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown:
- \_\_\_\_\_

#### 5.2.4. 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.

As per the above definitions, is the Bidder an FPS? **Yes ( ) No ( )**

"*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 **Yes** was selected, please indicate the Date of Termination of employment from the Public Service for the applicable resource(s): \_\_\_\_\_

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.

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.

**The following certification signed by the Contractor or an authorized officer:**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Signatory





## **PART 6. - SECURITY, FINANCIAL AND OTHER REQUIREMENTS**

### **6.1. Security Requirements**

1. Before award of a contract, the following conditions must be met:
  - (a) the Bidder'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;
  - (b) 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. Insurance Requirements**

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

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



## PART 7. - RESULTING CONTRACT CLAUSES

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

### 7.1. Statement of Work

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

### 7.2. Standard Clauses and Conditions

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

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

#### 7.2.1. General Conditions

[2035](#) (2021-12-02), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

Subsection 12 of [2035](#) (2021-12-02) General Conditions - Higher Complexity - Services - Invoice Submission, is amended as follows:

Delete: [2035 12](#) (2021-12-02), Invoice Submission

Insert: **Invoice Submission**

1. Invoices must be submitted in the Contractor's name to [DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca](mailto:DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca) and c.c. the Technical Authority. 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



- I. 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.

#### **7.2.1.1. Suspension of the Work**

1. The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to 180 days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these 180 days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under section 29 or section 30.
2. When an order is made under subsection 1, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.
3. When an order made under subsection 1 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

#### **7.2.2. Supplemental General Conditions**

##### **7.2.2.1. 4013 (21-11-29) - Compliance with On-site Measures, Standing Orders, Policies, and Rules**

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

#### **7.3. Security Requirements**

- 7.3.1. The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply to and form part of the Contract:
  1. The Contractor and all individuals assigned to work on the Contract or arrangement MUST NOT have access to PROTECTED or CLASSIFIED information/assets.
  2. The Contractor 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.



3. The Contractor and all individuals assigned to work on the Contract or arrangement MUST NOT remove any PROTECTED or CLASSIFIED information/assets from DFO site(s).
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. Period of the Contract**

The period of the Contract is from date of Contract to August 31, 2022 inclusive.

#### **7.5. Authorities**

##### **7.5.1. Contracting Authority**

The Contracting Authority for the Contract is:

Name: Richard Soulliere  
Title: Senior Contracting Officer  
Department of Fisheries and Oceans Canada  
Directorate: Materiel and Procurement Services

Telephone: 343-576-2873  
E-mail address: [Richard.soulliere@dfo.gc.ca](mailto:Richard.soulliere@dfo.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 *[will be identified at contract award]*.

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. Contractor's Representative**

The Contractor's Representative for the Contract *[will be determined at contract award]*.

#### **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 websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

## 7.7. Payment

### 7.7.1. Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not \$ \_\_\_\_\_ *[to be provided at contract award]*. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75% committed, or
  - b. one month before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### 7.7.2. Milestone Payments – Subject to Holdback

1. Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract, up to 10% of the amount claimed by the Contractor and approved by Canada if:
  - a. an accurate and complete claim for payment and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
  - b. the total amount for all milestone payments paid by Canada does not exceed 100% percent of the total amount to be paid under the Contract; and
  - c. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.
2. The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all Work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted.



### 7.7.3. Schedule of Milestones

The schedule of milestones for which payments will be made in accordance with the Contract is as follows:

Milestone #	Description	Firm Amount	Due Date
1	Planning work and mobilisation of resources to worksite	[to be included in the financial proposal]	[based on the technical proposal and mutually agreed upon by the Contractor and Technical Authority]
2	Completion of the bulk pollutant / hazardous and noxious substance removal and site preparation	[to be included in the financial proposal]	
3	Completion of the deconstruction of the vessel	[to be included in the financial proposal]	
4	Satisfactory remediation of the site	[to be included in the financial proposal]	
			Within four months of contract award*

\* The due date for milestone 4 may be changed at the discretion of the Technical Authority and, if the revised due date is beyond the Period of the Contract, this will be effected by an administrative amendment to the Contract.

### 7.7.4. 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@DFO-MPO.gc.ca](mailto:DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca) with a cc to the Technical Authority and provides the required information as stated in subsection 7.8.1 above.

### 7.9. Certifications and Additional Information

#### 7.9.1 Compliance

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

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

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour,



the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

#### 7.10. Applicable Laws

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

#### 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 [4013](#) (2021-11-29) Compliance with on-site measures, standing orders, policies, and rules;
- (c) the general conditions [2035](#) (2012-12-02) Higher Complexity Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Insurance Requirements;
- (g) the Contractor's bid dated [*to be added at contract award*].

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

SACC *Manual* clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor) applies to the Contract if the Contractor is a Canadian Contractor.

**OR**

SACC *Manual* clause [A2001C](#) (2006-06-16) Foreign Nationals (Foreign Contractor) applies to the Contract if the Contractor is NOT a Canadian Contractor.

#### 7.13. Insurance – Specific Requirements

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

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

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



#### 7.14. Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

#### 7.15. Environmental Considerations

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

a) Paper consumption:

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

b) Travel requirements:

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

#### 7.16. Identification Protocol Responsibilities

1. The Contractor will be responsible for ensuring that any of its resources, representatives or subcontractors complies with the following self-identification requirements:
  - a) Contractors who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify if they are a Contractor prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not a Government of Canada employee;
  - b) During the performance of any Work at a Government of Canada site, the Contractor must be clearly identified at all times as being a Contractor; and
  - c) If a Contractor requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as a Contractor in all electronic mail including the signature block as well as under





"Properties". This identification protocol must also be used in all other correspondence, communication, and documentation;

2. If Canada determines that the Contractor are in breach of any obligation stated in this clause, upon written notice from Canada the Contractor must submit a written action plan describing the corrective measures it will implement to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client or the Contracting Authority, and twenty working days to rectify the underlying problem.
3. In addition to any other rights it has under the Contract, Canada may terminate the Contract for default if the corrective measures required of the Contractor described above are not met.

#### **7.17. SACC Manual Clause**

SACC Manual Clause [A9039C](#) (2008-05-12) Salvage applies to and forms part of the Contract.



## ANNEX A - STATEMENT OF WORK

### 1. Project Title

Disposal In-Situ of the Fishing Vessel Hamilton Banker

### 2. Scope

Environmental Response, Canadian Coast Guard – Atlantic Region (CCG – ER) has the requirement regarding the F/V Hamilton Banker currently located Colliers, NL, to have all recoverable pollutants removed from the vessel; site preparation completed for vessel dismantling and final disposal of the vessel and its contents at recognized recycling facilities to permanently eliminate *the threat of pollution* posed by the vessel and the worksite remediated.

### 3. Definitions

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

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

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

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

### 4. Background

The fishing vessel, HAMILTON BANKER, is an all-steel fishing vessel which was built in Norway in 1977. The vessel was retrofitted in Marystown, NL in 1985 and worked as part of the NL mid-shore fleet for various companies until it sank in Harbour Grace in June 2006. After the vessel had been refloated, the vessel was sold to the current owner and towed to Colliers, NL where the vessel remained moored since 2006. Since its arrival in Colliers the vessel's interior accommodations and work areas have been partially dismantled.

On Saturday, January 18, 2020 the Canadian Coast Guard (CCG) received a report via Labrador MCTS from Mr. John Cabot that his vessel the FV Hamilton Banker had gone adrift during a winter storm on January 17, 2020 and grounded approximately ½ KM from the dock in Colliers, NL. No pollution reported at the time of the report.

Feb 24, 2020 two assessments were completed. A *ROV Hull Survey* completed by Pro-Dive Marine Services and a *Condition Survey, Pollution Risk, Vessel Removal, Towage and Disposal Assessment* completed by London Offshore Consulting (LOC). The results of each survey were documented and reports received by the CCG on Feb 26 and April 23 respectively.



On September 22<sup>nd</sup>, 2021 a second underwater survey was completed by ABL Canada and Pro-Dive Marine Services. During this assessment, it was determined that there was no significant change in the condition of the underwater portion of the vessel, however an additional hull breach was identified.

## 5. Summary of Work Required

The Contractor must:

1. Develop a Project Timeline and Safety Plan based on the individual tasks;
2. Produce a Site Preparation and Remediation Plan;
3. Produce a Method Statement and overall strategy to dispose of the vessel and its contents in-situ including:
  - a. Site specific pollution response plan,
  - b. Bulk oil pollutant and oily water removal and disposal plan,
  - c. Hazardous materials inventory (e.g. asbestos, batteries etc.) and disposal plan,
  - d. Vessel Dismantling Plan,
  - e. Detailed waste management / recycling plan, and
  - f. Site Restoration; and
4. Conduct and manage the work approved by the Technical Authority for all the above items subject to other articles in the Statement of Work. More details are provided throughout the Statement of Work.

## 6. Requirements

### *i. Summary*

The Contractor must make the site and the vessel safe for access, prepare the worksite to allow for the operation (including access), remove bulk pollutants and oily water, dismantle the vessel in-situ, dispose the vessel and its contents following an approved waste management plan, remove work-related items from the site, and return the site back to its original condition upon conclusion of the Work.

Note: This site is considered a Government of Canada worksite for this operation.

### *ii. General*

The Contractor must take into consideration the location of the vessel, disruption to the community of Colliers(noise, traffic management,) as well as marine traffic requirements throughout the duration of the operation.

It is the responsibility of the Contractor to ensure all operations are in compliance with Federal, Provincial, and Municipal legislation and permit requirements in the location of the vessel.

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 Asbestos and Hazardous Material management plans as it would be prudent to assume the presence of asbestos and hazardous materials until proven otherwise. For the purpose of this proposal an amount of two (2) metric tons of asbestos and the presence of leaded paint will be assumed to be on board. Any additional amounts of asbestos above two metric tons will be pro-rated based on the price per ton.

The Contractor must have a containment boom in place prior to the commencement of the Work, and maintained throughout the duration of the project. The boom must be configured to provide containment of any release from the vessel, machinery or worksite.



If the Contractor uses marine vessels and/or marine operating platforms to complete any portion of the Work, then the Contractor must have valid Marine Liability Insurance.

- iii. **Objective # 1** – Develop a project timeline (Gantt chart) and safety plan based on the individual tasks

**Tasks** – The Contractor must:

1. Identify the individual tasks that will be completed for the operation as a whole;
2. Develop a site safety plan based on the individual tasks and include weather limitations for site work;
3. Develop a Timeline for the project based on a 7 day work week and identify any critical tasks that may introduce a stoppage or delay to the operation. The schedule must have vessel removal completed within 4 months of contract award;
4. Produce organization charts are to be provided for both in-field personnel and off-site personnel involved with the project. Any proposed changes to personnel identified in the organization charts during the operation are to be discussed with the CCG in advance;
5. Identify resources to support plan; and
6. Mobilize to site and start work within 3 weeks from date of award of contract.

- iv. **Objective # 2** – Site preparation and remediation

**Tasks** – The Contractor must:

1. Produce a plan that identifies the construction methods and materials for the building of an equipment access and worksite for the purpose of this operation;
2. Obtain all required permits for the project;
3. Consider site remediation options (removal of contractor works) in the development of the site preparation plan;
4. Ensure site preparations are of sufficient durability to withstand the environmental forces that could be encountered during the operation;
5. Ensure that equipment access have a minimal impact on the roads and traffic in the area adjacent to the worksite;
6. Ensure that equipment access should take into account any outfalls and culverts;
7. Produce a plan that identifies the deconstruction methods for removal/remediation of the worksite(s); and
8. Identify in the plan the tasks that will be marine based and land based.



- v. **Objective # 3** – Produce a method statement and overall strategy to dispose of vessel and its contents in-situ including a:
- a. Site specific pollution response plan;
  - b. Pollutant removal and disposal plan;
  - c. Hazardous materials inventory (e.g. asbestos, batteries etc.) and disposal plan;
  - d. Vessel Dismantling Plan; and
  - e. Detailed waste management / recycling plan.

**Tasks** - The Contractor must:

**a. Develop a site-specific pollution response plan by:**

1. Taking into consideration the estimated volume of pollutants and oily water mixture, as well as potential from required onsite equipment, develop a site specific pollution response plan; and
2. Including equipment to be onsite, as well as equipment that is available to the Contractor to respond to an incident.

**b. Develop a pollutant and oily water removal and disposal plan by:**

1. Including, but not limited to, the removal of any fuel oil (diesel), lube oil from tank and crank cases, 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.;
2. Considering prior to dismantling, compartments / tanks are to be inspected and pumped as required;
3. Removing all accessible pollutants from the vessel prior to vessel dismantling process. Pollutants that are not accessible until the dismantling operation begins must be removed from the vessel as soon as feasible;
4. Addressing the potential removal of any fuel oil (diesel), lube oil from tank and crank cases from auxiliary machinery, removal of hydraulic oil from storage tank and all associated hydraulic equipment, and residual oils remaining in all machinery compartments. Removal of other pollutants where possible including, but not limited to; drums, pails, non-secure tanks, free floating oil, etc.; and
5. Sealing all side shell penetrations.

**c. Develop a hazardous materials inventory and disposal plan by:**

1. Identifying and conducting an inventory hazardous material and developing a plan for disposal; and
2. Disposing of hazardous materials through licensed recycling/waste management companies.



**d. Develop a vessel dismantling plan by:**

1. Ensuring the vessel is dismantled and recycled in a safe environmental manner and in accordance with all applicable Canadian legislation. All material removed from the vessel must be disposed through licensed recycling/waste management companies;
2. Identifying the method to recycle the vessel (e.g hydraulic shears or “cut and drop method”); and
3. Developing a method statement for the deconstruction work developed that is provided to the Technical Authority.

**e. Develop a detailed waste management and recycling plan by:**

1. Identifying types of pollutants, garbage, recyclable materials and their estimated volumes; and
2. Producing a list of licensed receiving facilities that are to be used to dispose of identified materials.

**7. Reference Documents**

Vessel Drawings were not able to be found by CCG or ABL

London Offshore Consulting – Condition Survey

Pro Dive Marine Services – *ROV Hull Survey*

Drone Video – [The Hamilton Banker. Colliers, Newfoundland - YouTube](https://www.youtube.com/watch?v=YuzBXn5Lh28&t=2s)  
(<https://www.youtube.com/watch?v=YuzBXn5Lh28&t=2s> )

**8. Monitoring**

CCG - ER staff will monitor the pollutant removal by the Contractor.

The Contractor must be responsible for recovery, onboard vessel storage and disposal of all pollutants during the Period of the Contract.

**9. Specifications and Standards**

The Work must be performed using the skills of experienced contractors for the pollutant removal and deconstruction operations and certified contractors for waste management and recycling requirements.

**10. Method and Source of Acceptance**

Completion of the Bulk Pollutant Removal Plan will be determined satisfactory only after inspection and acceptance by CCG personnel.



## 11. Reporting Requirements

The Contractor will be constantly monitored by CCG Incident Commander and relevant CCG staff throughout the all stages of the Work.

The Contractor must submit a daily report to the CCG Incident Commander that includes any major milestones achieved, all work completed that day including any pollution removed and plans for the next 24 hours. This report must be submitted to the CCG Incident Commander by 1700LT each day.

The Contractor must produce a final report when the Work is completed. The report must contain the following:

- Summary of actions taken;
- Quantity of pollutants removed;
- Inventory of Hazardous Materials;
- Site remediation activities; et
- Pictures and videos.

## 12. Project Management Control Procedures

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

## 13. Change Management Procedures

All changes must be made in writing and agreed to by the Technical Authority and the Contractor. The Work cannot proceed until a contract amendment authorizes the commencement of any changes to the Work.

## 14. Travel and Living Expenses

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



## ANNEX B – BASIS OF PAYMENT

All prices entered in the table below are in Canadian dollars (CAD).

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

### 1.0 Table of Milestones

Milestone #	Description	Firm All-inclusive Price
1	Planning work and mobilisation of resources to worksite	\$ [to be taken from the financial bid] (a)
2	Completion of the bulk pollutant / hazardous and noxious substance removal and site preparation	\$ [to be taken from the financial bid] (b)
3	Completion of the deconstruction of the vessel	\$ [to be taken from the financial bid] (c)
4	Satisfactory remediation of the site	\$ [to be taken from the financial bid] (d)
<b>Sub-Total:</b> ( = a + b + c + d ; Applicable Taxes extra)		\$ [to be taken from the financial bid]

1.2 The maximum value of each milestone is as follows:

- Milestone 1 = 15% of the sub-total
- Milestone 2 = 20% of the sub-total
- Milestone 3 = 50% of the sub-total
- Milestone 4 = 15% of the sub-total





## ANNEX C - INSURANCE REQUIREMENTS

1. The Contractor **must** obtain Commercial General Liability Insurance **and** Insurance for Wreck Removal and maintain them 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.

The Commercial General Liability Insurance policy must include all of 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: Her Majesty the Queen in Right of Canada, as represented by Fisheries and Oceans Canada.
  - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - (c) 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.
  - (d) Cross Liability/Separation of Insured's: 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) 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.
  - (f) Employees and, if applicable, Volunteers must be included as Additional Insured.
  - (g) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - (h) Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - (i) 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.
  - (j) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - (k) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
  - (l) Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
2. If the Contractor uses marine vessels and/or marine operating platforms to complete any portion of the Work, then the Contractor must have valid Marine Liability Insurance as follows:
    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 sub-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 Fisheries and Oceans Canada.
  - b. Waiver of subrogation rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Fisheries & Oceans 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),  
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.

3. 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.



## ANNEX 1 to PART 5

### 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 2 to PART 5  
COVID-19 VACCINATION REQUIREMENT – CERTIFICATION**

**COVID-19 Vaccination Requirement Certification**

I, \_\_\_\_\_ (first and last name), as the representative of \_\_\_\_\_ (name of business) pursuant to 3000 1907, warrant and certify that all personnel that \_\_\_\_\_ (name of business) will provide on the resulting Contract who access federal government workplaces where they may come into contact with public servants will be:

- (a) fully vaccinated against COVID-19;
- (b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the Canadian Human Rights Act, subject to accommodation and mitigation measures that have been presented to and approved by Canada; or
- (c) partially vaccinated against COVID-19 for a period of up to 10 weeks from the date of their first dose and subject to temporary measures that have been presented to and approved by Canada, immediately after which period the personnel will meet the conditions of (a) or (b) or will no longer access federal government workplaces where they may come into contact with public servants under this Contract;

until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by \_\_\_\_\_ (name of business) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the \_\_\_\_\_ (name of business) has certified to their compliance with this requirement. I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Signatory

*Optional*

For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below is not a substitute for completing the mandatory certification above.

Initials: \_\_\_\_\_

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.