



**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  
Ottawa, ON, K1A 0E6

**Email / Courriel** : [DFOtenders-soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca) and  
[Martin.Larocque@dfo-mpo.gc.ca](mailto:Martin.Larocque@dfo-mpo.gc.ca)

**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).

**This Request for Proposal does not contain any security requirements.**

<b>Title / Titre</b> Fishing Vessel Hydra Mariner Dismantling and Disposal		<b>Date</b> April 29, 2022
<b>Solicitation No. / N° de l'invitation</b> 30002089		
<b>Client Reference No. / No. de référence du client(e)</b> 30002089		
<b>Solicitation Closes / L'invitation prend fin</b> <b>At / à : 14 :00</b> <b>EST (Eastern Standard Time / HNE (Heure Normale de l'Est))</b> <b>On / le : May 30, 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> Martin Larocque, Procurement Specialist (Consultant) <b>Email / Courriel:</b> <a href="mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca">DFOtenders-soumissionsMPO@dfo-mpo.gc.ca</a> AND <a href="mailto:Martin.larocque@dfo-mpo.gc.ca">Martin.larocque@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 Security Requirements**

There is no security requirement associated with this bid solicitation.

### **1.2 Statement of Work**

The work to be performed is described in Annex A Statement of Work

### **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**

The requirement is subject to the, Atlantic Procurement Agreement, Canada-Chile Free Trade Agreement (CCFTA), Canada-Colombia Free Trade Agreement, Canada-Peru Free Trade Agreement (CPFTA), World Trade Organization-Agreement on Government Procurement (WTO-AGP), Canada-Panama Free Trade Agreement, Canada-Korea Free Trade Agreement (CKFTA), Canada - Ukraine Free Trade Agreement (CUFTA), Canada - European Union Comprehensive Economic and Trade Agreement (CETA), Canada-Honduras Free Trade Agreement, the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), and the Canadian Free Trade Agreement (CFTA).

### **1.5 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 as part of the bid will render the bid non-responsive.



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## 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 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 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 90 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.

#### 2.2.1 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 favor a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 5 calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

### 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 5 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 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.

## 2.5 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.



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

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

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### **Section I: Technical Bid**

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

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

Bidders must submit their financial bid in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3.

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

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



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## ATTACHMENT 1 TO PART 3, PRICING SCHEDULE

The Bidder must complete this pricing schedule and include it in its financial bid.

The firm all-inclusive lot price must include all operating costs, labor, supplies, vessel(s), equipment, supervision, plant, tools, apparatus and other accessories, sampling service (if required), professional services, facilities, transportation to and from disposal facility, disposal of materials, fees to cover any legislative or other fees to complete the work and any required travel and living expenses necessary to execute the disposal and removal of the vessel Raymond and Marilyn as described in Annex A Statement of Work.

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.

**FIRM LOT BID PRICE:** *\$(bidder to complete)*

**APPLICABLE TAXES (NS 15%):** *\$(bidder to complete)*



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## 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 and Point Rated Technical Criteria

Refer to annex "C"

#### 4.1.2 Financial Evaluation

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price-Bid applies to and forms part of this Request for Proposal

### 4.2 Basis of Selection

#### 4.2.1 Basis of Selection – Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum of **45** points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of **70** points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70 % for the technical merit and 30 % for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70 %.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30 %.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.





8. The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equal 135 and the lowest evaluated price is \$45,000 (45).

<b>Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)</b>				
		<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>		115/135	89/135	92/135
<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
	<b>Pricing Score</b>	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30.00$
<b>Combined Rating</b>		84.18	73.15	77.70
<b>Overall Rating</b>		<b>1st</b>	<b>3rd</b>	<b>2nd</b>



## PART 5 - CERTIFICATIONS

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 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 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.

#### COVID-19 Vaccination Requirement Certification

I, \_\_\_\_\_ (*first and last name*), as the representative of  
\_\_\_\_\_ (*name of business*) pursuant to  
\_\_\_\_\_ (*insert solicitation number*), 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: \_\_\_\_\_

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.

**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.

**5.2.3 Additional Certifications Precedent to Contract Award**

**5.2.3.1 Education and Experience**

SACC Manual clause [A3010T](#) (2010-08-16) Education and Experience applies and forms part of this Request for Proposal.

**5.2.3.2 List of Names for Integrity Verification Form**

Bidders must complete the List of Names for Integrity Verification form found in Attachment 1 to Part 5.

**5.2.3.3 Contractor's Representative**

The Contractor's Representative for the Contract is:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 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.

"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](#) ,



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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.

### 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

---

Print Name of Signatory



## ATTACHMENT 1 TO PART 5 LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

### Requirements

Section 17 of the [\*Ineligibility and Suspension Policy\*](#) (the Policy) requires suppliers, regardless of their status under the Policy, to submit a list of names with their bid or offer. The required list differs depending on the bidder's organizational structure:

- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- Privately owned corporations must provide a list of the owners' names.
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners.
- Suppliers that are a partnership do not need to provide a list of names.

Suppliers may use this form to provide the required list of names with their bid or offer submission. Failure to submit this information with a bid or offer, where required, will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement. Please refer to [Information Bulletin: Required information to submit a bid or offer](#) for additional details.

List of names for [integrity verification form](#)



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## PART 6 - RESULTING CONTRACT CLAUSES

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

### 6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

- The supplier and all individuals assigned to work on the contract or arrangement **MUST NOT** have access to PROTECTED or CLASSIFIED information/assets.
- 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.
- 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).
- 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).

### 6.2 Statement of Work

The Work to be performed is detailed under Annex A, Statement of Work.

### 6.3 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>) issued by Public Works and Government Services Canada.

#### 6.3.1 General Conditions

6.3.1.1 2010C (2021-12-02), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

6.3.1.2 Subsection 10 of 2010C (2021-12-02), General Conditions - Services (Medium Complexity) – Invoice submission, is amended as follows:

Delete: 2010C 10 (2013-03-21), 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) with **a copy to TBD**. 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: **TBD** (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.

## 6.4 Term of Contract

### 6.4.1 Period of the Contract

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

## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Martin Larocque  
Title: Procurement Specialist (Consultant)  
Department: Fisheries and Oceans Canada  
Directorate: Materiel and Procurement Services  
Address: 200 Kent Street,  
Ottawa, ON K1A 0E6  
Telephone: **TBD**  
E-mail address: [Martin.Larocque@dfo-mpo.gc.ca](mailto:Martin.Larocque@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.



### 6.5.2 Project Authority

The Project Authority for the Contract is: **TBD**

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.

### 6.5.3 Contractor's Representative **TBD**

The Contractor's Representative for the Contract is:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 Address: \_\_\_\_\_

Telephone: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 E-mail address: \_\_\_\_\_

## 6.6 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.

## 6.7 Payment

### 6.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price as specified in Annex B, Basis of Payment for a cost of \$ **(to be determined)**. Customs duties are included and Applicable Taxes are extra.

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

### 6.7.2 Limitation of Price

SACC Manual clause [C6000C](#) (2017-08-17) Limitation of Price applies.



### 6.7.3 Method of Payment

#### 6.7.3.1 Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

#### 6.7.4 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using Direct Deposit (Domestic and International).

### 6.8 Invoicing Instructions

**6.8.1** The Contractor must submit invoices in accordance with subsection 6.3.1.2 entitled “Invoice Submission” above. Invoices cannot be submitted until all work identified in the invoice is completed.

**6.8.2** Payments will be made provided that:

The invoice(s) must be emailed to DFO Accounts Payable, at the email address indicated below:

Email: [DFO.invoicing-facturation.MPO@dfo-mpo.gc.ca](mailto:DFO.invoicing-facturation.MPO@dfo-mpo.gc.ca) with a copy to: **TBD**

### 6.9 Certifications and Additional Information

#### 6.9.1 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.

### 6.10 Applicable Laws

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

### 6.11 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 general conditions 2010C (2021-12-02), Conditions - Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Evaluation criteria



- 
- (f) Annex D, Insurance Conditions
  - (g) Annex E, Federal Contractors Program for employment Equity - Certification
  - (h) the Contractor's bid dated \_\_\_\_\_ : “, as clarified on \_\_\_\_\_ **or**, as amended on \_\_\_\_\_  
*and insert date(s) of clarification(s) or amendment(s)*

## 6.12 Foreign Nationals (Canadian Contractor) OR (Foreign Contractor)

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

OR

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

## 6.13 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](#)".

## 6.14 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 Project 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.



### **6.15 Insurance – Specific Requirements**

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

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

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

### **6.16 SACC Manual Clause**

SACC Manual Clause **A9041C** (2008-05-12) Salvage



## Annex “A” Statement of Work

### Fishing Vessel Hydra Mariner Dismantling and Disposal



#### 1. Project Title

Dismantling and disposal of the fishing vessel Hydra Mariner

#### 2. Scope

Environmental Response, Canadian Coast Guard (CCG ER)– Atlantic Region has the requirement regarding the F/V Hydra Mariner currently located Wright’s Cove, NS. CCG ER requires all recoverable pollutants be removed from the vessel, site preparation completed for vessel dismantling, 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 vessel, Hydra Mariner is an all-steel, 38 meter fishing vessel. The vessel has been moored in Wright's Cove NS for the last number of years. During adverse weather conditions experienced on January 16<sup>th</sup>-17<sup>th</sup>, 2021, the vessel broke free of its mooring and ran aground on the eastern side of Navy Island in Wrights Cove, Dartmouth, NS.

The vessel has experienced water ingress through an unidentified location. The Engine Room and accommodation spaces of the vessel remain flooded and the vessel has been deemed to be tidal. There continues to be oil surfacing in the Engine Room. Canadian Coast Guard Environmental Response has removed all accessible fuel from the port and starboard fuel tanks found midship. The forward fuel tanks were found to be empty during the initial assessment of the vessel. Canadian Coast Guard continues to skim the Engine Room to remove bulk pollutants as required.

Navy Island is located in Wrights Cove, Halifax Harbour, directly across from the Dartmouth Yacht Club. The mooring field for the Yacht Club is directly adjacent to the current location of the Hydra Mariner and is a high traffic area for pleasure vessels. There is no road access to the Island so all work taking place will need to be conducted by water access.

Navy Island is a privately leased Island. Any work taking place must be approved by the land owner prior to commencing operations.

A disposal assessment was conducted October 15<sup>th</sup> 2021, Annex A- *AqualisBraemar LOC Group- Hydra Mariner Disposal Assessment*

#### **5. Summary of work required**

- 1. Develop a timeline and Safety Plan based on the individual tasks**
- 2. Produce a site preparation and remediation plan**
- 3. Produce strategy and procedures to dispose of vessel and its contents in-situ including;**
  - a. Site specific pollution response plan**
  - b. Pollutant and oily water removal and disposal plan**
  - c. Vessel Dismantling Plan**
  - d. Detailed waste management / recycling plan**
  - e. Site Restoration**

#### **6. Requirements**

##### **i. Summary**

The Contractor must make the site and vessel safe for access, prepare the worksite to allow for the operations including access, remove bulk pollutants and oily water, dismantle the vessel in-situ, dispose



of the vessel and its contents following a pre-established waste management plan, and removal of contractor works to restore site to original condition upon conclusion of the disposal operation.

## **ii General**

Contractor must take into consideration the location of the vessel and marine traffic requirements throughout the duration of the operation.

It is the responsibility of the contractor to ensure all operations are in compliance with Canadian legislation and permit requirements in the location of the vessel.

An inventory of Hazardous Materials conducted on the vessel has found the presence of both asbestos and lead. Other hazardous materials were found throughout the assessment. The inventory along with estimated quantities can be found in *Annex B- IHM MV Hydra Mariner*.

## **iii. Objective # 1– Develop a timeline 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;
3. Develop a Timeline for the project based on a 7 day work week, Identify any critical tasks that may introduce a stoppage or delay to the operation;
4. Produce organization charts for both in-field personnel and off-site personnel involved with the project;
5. Identify resources to support plan; and
6. Mobilize to site and start work within 2 weeks from award of contract.

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

### **Tasks – The Contractor must:**

1. Identify if any preparation needs to be made to the site on Navy Island including any access pads for heavy machinery if applicable;;
2. Produce a plan, as required, that identifies the construction methods and materials for the building of an equipment access and worksite for the purpose of this operation;
3. Obtain all required permits for the project;
4. Consider site remediation options in the development of the site preparation plan;
5. Ensure site preparations are of sufficient durability to withstand the environmental forces that could be encountered during the operation;
6. Ensure that equipment access have a minimal impact on the vessel traffic in the area.
7. Produce a plan that identifies the deconstruction methods to remove any installed structures or pads for vessel removal works and remediate the site to as found condition.
8. Identify in the plan the tasks that will be marine based and land based.

## **v. Objective # 3– Produce strategy and procedures to dispose of vessel and its contents in-situ including;**

- a. Site specific pollution response plan**
- b. Pollutant removal and disposal plan**
- c. Vessel Dismantling Plan**
- d. Detailed waste management / recycling plan**





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**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.
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 the removal of contaminated water in the flooded compartments of the vessel.
2. Considering prior to dismantling, compartments / tanks not accessed during *AqualisBraemar LOC Group- Hydra Mariner Disposal Assessment* must be inspected and pumped as required.
3. Removing all accessible pollutants from the vessel prior to the 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.
5. All side shell penetrations must be sealed

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

1. Identify and inventory hazardous material and develop a plan for disposal.
2. Disposal of hazardous materials through licensed recycling/waste management companies.

**d. Develop a Vessel Dismantling Plan**

1. The vessel must be 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. Contractor must identify the method to recycle the vessel (e.g hydraulic shears or “cut and drop method”)
3. Method statement for the deconstruction work to be developed and provided to CCG- ER for this task.

**e. Develop a Detailed waste management / recycling plan**

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

**7. Applicable Documents**

Appendix A- *AqualisBraemar LOC Group- Hydra Mariner Disposal Assessment*

Appendix B- *GEMTEC/ MRS UXO Survey of Navy Island*



## **8. Monitoring**

CCG, ER staff will monitor the pollutant removal by the Contractor. Contractor is to supply a safety plan to CCG for review.

The Contractor must be responsible for recovery, onboard vessel storage and disposal of all pollutants during the operation. (Waste disposal plan).

## **9. Specifications and Standards**

The work is to be performed using the skills of certified contractors as applicable following all applicable legislation.

All tasks must be completed following the applicable recommendations found in the UXO Survey conducted on Navy Island, Annex E- *GEMTEC/MRS UXO Survey of Navy Island*. The bidder must clearly demonstrate in all plans provided how these recommendations will be followed.

## **10. Method and Source of Acceptance**

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

## **11. Reporting Requirements**

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

The Contractor is required to 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 is to be submitted to the CCG Incident Commander by 1700LT each day.

The Contractor must provide CCG- ER with an final report within 10 business days of completing the operation.

## **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. 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 contractor, CCG ER, and the contracting officer. Work cannot proceed until a contract amendment authorizes the commencement of the work changes.

## **14. Travel and Living Expenses**

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



**Appendix A**

**Disposal Assessment**

**(see in Attachment)**

**Appendix B**

**Survey Report**

**(see in Attachment)**



**ANNEX "B"**  
**BASIS of PAYMENT**

**Contract Period From Contract Award to July 31, 2022**

The Contractor will be paid firm lot price as follows, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

Item	Description	Firm Lot Price (all inclusive)
1.	Vessel Dismantling and Disposal as stated in the Annex A - Statement of Work.	\$ _____
<b>Price (Applicable Taxes excluded):</b>		<b>\$ _____</b>



**ANNEX "C"  
EVALUATION 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. 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.

NOTE for Project Timeframe include date and total months.

- i. Bidders are advised that the month(s) of experience listed for a project whose timeframe overlaps that of another referenced project will only be counted once. For example, Project 1 timeframe is July 2019 to December 2019; Project 2 timeframe is October 2019 to January 2020; the total months of experience for these two project references is seven (7) months.
- ii. The bidder should clearly Cross Reference each Mandatory & Point Rated Technical Criterion to its Proposal.

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 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.**

The following mandatory criteria will be assessed:

<b>Mandatory Technical Criteria</b>		
<b>Criteria No.</b>	<b>Criteria Description</b>	<b>Cross Reference to Proposal with Page number</b>
M1	<p>The Bidder <b>MUST</b> :</p> <p>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.</p> <p>Each referenced project <b>MUST</b> have the following information:</p> <ol style="list-style-type: none"> <li>1. The name of the organization (to whom the services were provided);</li> <li>2. The name, title, telephone number and email address of the Contact Authority; (For validation Purposes)</li> </ol>	<p>Page #: _____</p>



	<p>3.Description of the type and scope of services that meets the identified criteria; and 4.Dates and duration of the project (Start date (MM/YY) to end date (MM/YY)).</p>	
M2	<p>The Bidder <b>MUST</b> :</p> <p>demonstrate that it has completed pollutant removal and dismantling operations of steel hulled vessels, on two (2) separate occasions within the last 120 months (10 years)</p> <p>Each referenced project <b>MUST</b> have the following information:</p> <ol style="list-style-type: none"> <li>1. The name of the organization (to whom the services were provided);</li> <li>2. The name, title, telephone number and email address of the Contact Authority; (For validation Purposes)</li> <li>3.Description of the type and scope of services that meets the identified criteria; and</li> <li>4.Dates and duration of the project (Start date (MM/YY) to end date (MM/YY)).</li> </ol>	
M3	<p>The Bidder must identify Key personnel* that <b>MUST</b> have a minimum of twenty four months (2 years) experience, in pollutant removal, marine survey and stability assessments, Steel hull vessel deconstruction and recycling operations completed in the last one hundred twenty months (10 years) from the date of bid closing and provide specific details specified below. Experience demonstrated for each person is expected to be relevant to their proposed role in the project.</p> <p>Bidder <b>MUST</b> supply as a minimum the following information for personnel identified as “Key personnel”:</p> <ol style="list-style-type: none"> <li>1. Provide 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. Provide full details of key personnel proposed to undertake the operation with summary CVs (no more than 2 pages), highlighting qualifications and experience removing pollutants from and deconstructing vessels.</li> <li>3. Provide certificates and degrees for all key personnel applicable to their roles in the operation</li> </ol> <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 #: _____



M4	<p>The Bidder <b>MUST</b> provide an operations plan that demonstrates how they will perform the removal of the <b>FV Hydra Mariner</b> as described in the Statement of Work (Annex A). <u>The response plan must include all of the following items:</u></p>	Page #: _____
	<p><b>M4.1. ACCESSING THE VESSEL AND BULK POLLUTANT REMOVAL</b></p> <p><b>4.1.1 Develop Bulk Pollutant Removal Plan</b></p> <p>4.1.1.1 Accessing the vessel. 4.1.1.2 Assessment, inspection and pumping of compartments and/or tanks 4.1.1.3 Removal of all bulk and residual pollutants. 4.1.1.4 Supply an Organizational Chart for the team who will be onsite to manage the project and perform the work.</p>	<p>Page #: _____ Page #: _____ Page #: _____ Page #: _____ Page #: _____</p>
	<p><b>M4.2. DISMANTLE AND RECYCLE VESSEL</b></p> <p>4.2.1 Method statement to detail how the vessel will be dismantled, transported and recycled in a safe environmental manner and in accordance with all applicable Canadian legislation.</p> <p>4.2.2 Method statement to detail how all asbestos and HNS materials to be removed from the vessel and disposed of.</p>	Page #: _____
	<p><b>M4.3. HSE Manuals</b></p> <p>The bidder must include the following safety documentation in the bid package:</p> <p>4.3.1 Provide details of Quality Management System Manual 4.3.2 Provide details of Health &amp; Safety Manual 4.3.3 Provide details of Site Safety Plan 4.3.4 Provide details of Project Hazard Identification 4.3.5 Provide details of proposed medivac plan</p>	<p>Page #: _____ Page #: _____ Page #: _____ Page #: _____ Page #: _____</p>
	<p><b>M4.4. Timeline of Operations</b></p> <p>4.4.1 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 is required subject to adequate weather conditions.</p>	Page #: _____



**Point Rated Technical Criteria**

**PROPOSAL FORMAT AND CONTENT**

Proposals must address detailed method statement, descriptions and specifications of methodology, equipment, craft and personnel (including sub-contractors).

Time estimates are requested and deliverables required from the contractor are listed. Bidders must include the following information in their proposal, and provide the bid page number or section that contains the information for ease of evaluation and verification that the criteria have been met.

Simply repeating the statement will not be acceptable. Proposals which do not provide the required information or do not clearly show how they meet the requirement will be deemed non-responsive and not evaluated further.

**Organization of Proposal**

The bidders proposal is to be organized into two parts:

- Part A – Financial
- Part B - Technical Proposal

The Bidder **MUST** achieve a minimum score of **45 points** overall in the Point- Rated Criteria. Any bid which fails to meet the minimum required score on the Point-Rated Criteria will be deemed non-compliant and given no further consideration.

#	Rated Criteria	Max Points	Proposal Page #
R1	<p>The Bidder should demonstrate that they have completed in-situ dismantling of steel hulled vessels in the last 10 years (120 months)</p> <p>2 project = 10 points 3 projects = 15 points 4 + projects = 20 points</p>	/20	
R2	<p>The Bidder should demonstrate that the proposed Project Manager has experience working on projects related to pollution response and vessel deconstruction within the last 10 years (120 months) from date of bid closing</p> <p>2 project = 10 points 3 projects = 15 points 4 + projects = 20 points</p>	/20	





#	Rated Criteria	Max Points	Proposal Page #
R3	<p>The Bidder should demonstrate the level of involvement of an Unexploded Ordnance (UXO) specialist throughout their planning process and planned operations:</p> <p>UXO Specialist consulted in the creation of the vessel removal plan- 10pts</p> <p>UXO specialist contracted to be on site for operations involving ground disturbance- 20 pts</p>	/30	
	<b>MINIMUM POINTS REQUIRED</b>	<b>45</b>	
	<b>TOTAL POINTS</b>	<b>70</b>	



## ANNEX "D" INSURANCE CONDITIONS

1. The Contractor must obtain Commercial General Liability Insurance and Insurance for Wreck Removal, 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.
  - 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)
  - 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.
  - p. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
  - q. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.



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3. 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:
- 3.1 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.
- 3.2 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.
- 3.3 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 and 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.
  - e. 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.
4. 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.

5. 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.



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

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

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

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

Complete both A and B.

A. Check only one of the following:

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

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

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

**OR**

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

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

**OR**

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