



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

Bid Receiving/Réception des soumissions

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

Proposal to: Fisheries and Oceans Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and services listed herein and on any attached sheets at the price(s) set out therefor.

Proposition à : Pêches et Océans Canada

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

<b>Title / Titre</b> Ship Recycling of the "Trailer Princess" and Marine Pollution Abatement		<b>Date</b> June 9, 2022
<b>Solicitation No. / N° de l'invitation</b> 30002936		
<b>Client Reference No. / No. de référence du client(e)</b> 30002936		
<b>Solicitation Closes / L'invitation prend fin</b> <b>At / à :</b> 14 :00 PDT (Pacific Daylight Time) / HAE (Heure Avancée du Pacifique) <b>On / le :</b> June 24, 2022		
<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> Mazen Obeid <b>Email / Courriel:</b> <a href="mailto:Mazen.Obeid@dfo-mpo.gc.ca">Mazen.Obeid@dfo-mpo.gc.ca</a> Cc : <a href="mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca">DFOtenders-soumissionsMPO@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, the Basis of Payment, the Evaluation Criteria, the Federal Contractors Program for Employment Equity - Certification, the Insurance Requirements, and any other annexes.

### **1.2. Summary**

#### **Objective:**

The objective of the contract is to salvage, lighter of bulk pollutants, remove from the marine environment and deconstruct the Vessel while properly disposing of hazardous materials/pollutants. As a result the hazardous conditions created by this Vessel will be eliminated.

#### **Background:**

The vessel was constructed as a tank landing craft for the Second World War. The vessel was then converted to a roll-on / roll-off ferry, before being converted again to a helicopter landing barge.

On February 14, 2022, Emergency Management British Columbia reported a sunken vessel in the Discovery Industrial Park waterfront, near the "old pulp mill site". The owner's representative described the threat as 200gal of unspecified diesel, two 2000L propane tanks with unknown quantity of propane, and unknown quantity and type of hydrocarbons in the hull. A sheen was observed in the vicinity of the vessel by CCG the following day.

ER believes the vessel to be grounded, bow heavy, listing slightly to port. ER conducted an initial onboard assessment and observed an unknown quantity of recoverable product in two openings to below-deck spaces. A barge and vacuum truck were contracted to the response; CCG ER attempted to use a skimmer in the open hatches in conjunction with the vacuum truck removing hydrocarbons from the fuel tanks on the aft deck. The following product amounts were removed on the following days:

- 2022-02-18; 12,000L gasoline, diesel, Jet A removed from barge.
- 2022-02-19; 34,000L removed from fuel tanks; 500L removed from interior hull.



- 2022-02-20; 800L liquid product recovered from interior hull.

ER has contracted for hull patching in order to mitigate pollution discharged from the Trailer Princess via one large crack on the starboard side of the hull, however, pollution discharge continues.

### Scope of Work:

The Contractor must:

- a.) remove the Bulk Oil from the Vessel;
- b.) refloat and salvage the Vessel in its current location of 50°04'21.7"N, 125°17'24.4"W at Discovery Industrial Park, Campbell River, BC utilizing a method that does not cause further damage to the environment, and ensure proper permitting and approvals from the appropriate body are sought and received in order to conduct the work;
- c.) remove the Vessel from its current location of 50°04'21.7"N, 125°17'24.4"W at Discovery Industrial Park, Campbell River, BC utilizing a method that does not cause further damage to the environment, and ensure proper permitting and approvals from the appropriate body are sought and received in order to conduct the work;
- d.) relocate the Vessel to a **CCG Approved Site** ("**Approved site**") to complete, deconstruction, and disposal;
- e.) take measures to mitigate the risk of fire, and of contaminated materials impacting the marine environment or the Approved Site during the salvaging, lightering, transporting, deconstruction, and disposal of the Vessel;
- f.) ensure that all pollutants, contaminated materials, waste (hazardous, controlled or not) and debris be disposed of in a manner compliant with all Federal, Provincial and Municipal laws and policies with documentation provided to substantiate this requirement. It is the Contractor's full and sole responsibility to ensure that the aforementioned policies and laws are understood and adhered to;
- g.) any steel, stainless steel and aluminum or other recyclable materials on board the Vessel should be recycled;
- h.) all other non-recyclable materials must be disposed of in an environmentally responsible manner, in compliance with all Federal, Provincial and Municipal regulations. The Contractor must not incinerate any part of the Vessel or its contents;
- i.) all work, including dive work if applicable, must be completed in accordance with Federal, Provincial and Municipal Regulations;
- j.) provide CCG with a written report and photo documentation of the Vessel disposal process from start to finish, capturing milestone events and any unanticipated events or obstacles encountered during contract work. Milestone events include, but are not limited to, the following:
  - a. lightering of the vessel;
  - b. refloat/salvage of the vessel;
  - c. removal of the Vessel from the marine environment;
  - d. arrival at Approved Site;
  - e. start of dismantling; and
  - f. completion of dismantling;



- k.) provide detailed documentation (receipts/invoices) showing quantity and cost/revenue for disposed and recycled material, including, but not limited to, the following:
- a. Hazardous Waste Material (solid);
  - b. Hazardous Waste Material (liquid); and
  - c. Scrap Metal;

#### **1.2.1. 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.

#### **1.2.2. The Federal Contractors Program**

"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**

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



## 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](#) (22-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### 2.2. Submission of Bids

Bids must be submitted by the date, time and place indicated on page 1 of the bid solicitation. Due to the nature of the bid solicitation, bids transmitted by facsimile to DFO will not be accepted.

### 2.3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **7 (seven)** calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

### 2.4. Applicable Laws

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

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

### 2.5. 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, 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 their bid:

- a) use 8.5 x 11 inch (216 mm x 279 mm), letter-sized, 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**

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 attached at Attachment 1 to Part 3.

**3.1.2. Exchange Rate Fluctuation**

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

**3.1.3. SACC Manual Clauses**

**Section III: Certifications**

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



## ATTACHMENT 1 TO PART 3 – PRICING TABLE

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

The volumetric data included in this pricing schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

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.

### **Definition of a Day/Proration**

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:

$$\text{(Hours worked} \times \text{applicable firm per diem rate)} \div 7.5 \text{ hours}$$

- i. All proposed personnel must be available to work outside normal office hours during the duration of the Contract.
- ii. No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.

### **1.0 Professional Fees**

The Contractor will be paid all-inclusive fixed time rates as follows:

Description	Firm Rate (A)	Estimated Level of Effort (B)	Total (A x B)
Labour	\$	360 Hours	\$
Equipment	\$	360 Hours	\$
<b><i>Labour and Equipment Total Combined Rate (taxes not included)</i></b>			<b><i>\$</i></b>



## **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**

Attached at Annex "D"

##### **4.1.2. Financial Evaluation**

Attached at Attachment 1 to Part 3

SACC *Manual* Clause [A0220T](#) (2014-06-26), Evaluation of Price-Bid

### **4.2. Basis of Selection - Mandatory Technical Criteria [A0031T](#) (2010-08-16)**

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 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. 31 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/canada/esdc/labour) 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 [A3005T](#) (2010-08-16)**

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

#### **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](#), 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;

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



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

### **6.1. Security Requirements**

There is no security requirement applicable to the Contract.

#### **Escort required at DFO site(s)**

- 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. 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](#) (2022-05-12), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

Subsection 12 of [2035](#) (2013-03-21) General Conditions - Higher Complexity - Services - Invoice Submission, is amended as follows:

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

1. Invoices must be submitted in the Contractor's name to [DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca](mailto:DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca), Cc: **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 (DFO employee who initiated the order or to whom the goods were sent. **Note:** Invoice will be return to the Contractor if that information is not provided);
  - i. Description of the goods or services supplied (provide details of expenditures (such as item, quantity, unit of issue, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
  - j. Deduction for holdback, if applicable;
  - k. The extension of the totals, if applicable; and
- l. If applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.



3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

### 7.2.2. Supplemental General Conditions

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.

4013 (2021-11-29) Compliance with on-site measures, standing orders, policies, and rules applies to and forms part of the Contract.

### 7.3. Security Requirements

7.3.1. There is no security requirement applicable to the Contract.

#### Escort required at DFO site(s)

- 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).

### 7.4. Term of Contract

#### 7.4.1. Period of the Contract

The period of the Contract is from date of Contract Award to \_\_\_\_\_ inclusive. (*To be completed at contract award*)

### 7.5. Authorities

#### 7.5.1. Contracting Authority

The Contracting Authority for the Contract is:



Mazen Obeid  
Contracting Officer  
Procurement Services and Procurement Hub  
Fisheries and Oceans Canada  
Government of Canada

200 Kent Street  
Ottawa, ON K1A 0E6  
Cell phone: (613) 299-2564  
E-mail: [Mazen.Obeid@dfo-mpo.gc.ca](mailto:Mazen.Obeid@dfo-mpo.gc.ca)

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

**7.5.2. Project Authority**

The Project Authority for the Contract is: (*To be completed at contract award*)

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

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

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

**7.5.3. Contractor's Representative**

The Contractor's Representative for the Contract is: (*To be completed at contract award*)

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

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

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

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



## 7.7. Payment

### 7.7.1. Basis of Payment – Fixed time rate – Limitation of Expenditure

The Contractor will be paid for the Work performed, in accordance with the Basis of payment at annex B, to a limitation of expenditure of \$\_\_\_\_\_ (*To be completed at contract award*). Customs duties are included and Applicable Taxes are included.

### 7.7.2. Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$\_\_\_\_\_ (*To be completed 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. four months 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.

### 7.7.3. Methods of Payment – Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice 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 performed has been accepted by Canada.

### 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: TBD 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 British Columbia.

## 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 [4014](#) (2021-11-29) Suspension of the work;
- (c) the general conditions [2035](#) (22-05-12) General Conditions - 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 completed at contract award*)

## 7.12. Insurance – Specific Requirements [G1001C](#) (2013-11-06)

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

### **7.13. 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](#)".

### **7.14 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.



## ANNEX "A" - STATEMENT OF WORK

### 1. INTRODUCTION

The "**Trailer Princess** ("Vessel") is a 300' steel-hulled commercial barge, currently located at Discovery Industrial Park, Campbell River, BC, at approximately 50°04'21.7"N, 125°17'24.4"W

The **Canadian Coast Guard ("CCG") Environmental Response Program ("ER")** determined that the Vessel presents an ongoing threat to the marine environment caused by the discharge of pollutants.

### 2. OBJECTIVE

The objective of the contract is to salvage, lighter of bulk pollutants, remove from the marine environment and deconstruct the Vessel while properly disposing of hazardous materials/pollutants. As a result the hazardous conditions created by this Vessel will be eliminated.

### 3. BACKGROUND

The vessel was constructed as a tank landing craft for the Second World War. The vessel was then converted to a roll-on / roll-off ferry, before being converted again to a helicopter landing barge.

On February 14, 2022, Emergency Management British Columbia reported a sunken vessel in the Discovery Industrial Park waterfront, near the "old pulp mill site". The owner's representative described the threat as 200gal of unspecified diesel, two 2000L propane tanks with unknown quantity of propane, and unknown quantity and type of hydrocarbons in the hull. A sheen was observed in the vicinity of the vessel by CCG the following day.

ER believes the vessel to be grounded, bow heavy, listing slightly to port. ER conducted an initial onboard assessment and observed an unknown quantity of recoverable product in two openings to below-deck spaces. A barge and vacuum truck were contracted to the response; CCG ER attempted to use a skimmer in the open hatches in conjunction with the vacuum truck removing hydrocarbons from the fuel tanks on the aft deck. The following product amounts were removed on the following days:

- 2022-02-18; 12,000L gasoline, diesel, Jet A removed from barge.
- 2022-02-19; 34,000L removed from fuel tanks; 500L removed from interior hull.
- 2022-02-20; 800L liquid product recovered from interior hull.

ER has contracted for hull patching in order to mitigate pollution discharged from the Trailer Princess via one large crack on the starboard side of the hull, however, pollution discharge continues.

### 4. SCOPE

The Contractor must:

- I.) remove the Bulk Oil from the Vessel;
- m.) refloat and salvage the Vessel in its current location of 50°04'21.7"N, 125°17'24.4"W at Discovery Industrial Park, Campbell River, BC utilizing a method that does not cause further damage to the



- environment, and ensure proper permitting and approvals from the appropriate body are sought and received in order to conduct the work;
- n.) remove the Vessel from its current location of 50°04'21.7"N, 125°17'24.4"W at Discovery Industrial Park, Campbell River, BC utilizing a method that does not cause further damage to the environment, and ensure proper permitting and approvals from the appropriate body are sought and received in order to conduct the work;
  - o.) relocate the Vessel to a **CCG Approved Site** (“**Approved site**”) to complete, deconstruction, and disposal;
  - p.) take measures to mitigate the risk of fire, and of contaminated materials impacting the marine environment or the Approved Site during the salvaging, lightering, transporting, deconstruction, and disposal of the Vessel;
  - q.) ensure that all pollutants, contaminated materials, waste (hazardous, controlled or not) and debris be disposed of in a manner compliant with all Federal, Provincial and Municipal laws and policies with documentation provided to substantiate this requirement. It is the Contractor’s full and sole responsibility to ensure that the aforementioned policies and laws are understood and adhered to;
  - r.) any steel, stainless steel and aluminum or other recyclable materials on board the Vessel should be recycled;
  - s.) all other non-recyclable materials must be disposed of in an environmentally responsible manner, in compliance with all Federal, Provincial and Municipal regulations. The Contractor must not incinerate any part of the Vessel or its contents;
  - t.) all work, including dive work if applicable, must be completed in accordance with Federal, Provincial and Municipal Regulations;
  - u.) provide CCG with a written report and photo documentation of the Vessel disposal process from start to finish, capturing milestone events and any unanticipated events or obstacles encountered during contract work. Milestone events include, but are not limited to, the following:
    - a. lightering of the vessel;
    - b. refloat/salvage of the vessel;
    - c. removal of the Vessel from the marine environment;
    - d. arrival at Approved Site;
    - e. start of dismantling; and
    - f. completion of dismantling;
  - v.) provide detailed documentation (receipts/invoices) showing quantity and cost/revenue for disposed and recycled material, including, but not limited to, the following:
    - a. Hazardous Waste Material (solid);
    - b. Hazardous Waste Material (liquid); and
    - c. Scrap Metal;



## 5. TECHNICAL SPECIFICATIONS

### 5.1 Vessel Particulars

Name of Vessel	"Trailer Princess"
Type of Vessel	Commercial barge
Length (feet)	300'
Construction	Steel

### 5.2 Certifications

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

## 6. TASKS AND RESPONSIBILITIES

The successful Contractor must:

- a) Remove the Bulk Oil from the Vessel;
- b) Salvage, prepare and remove the Vessel from its current location to the Approved Site for dismantling and recycling, obtaining any surveys and assessments as required to complete this operation safely and without the risk of the Vessel sinking or discharging pollutants on route to the Approved Site;
- c) Develop a comprehensive plan that mitigates risk of fire during transport, dismantling and recycling of the Vessel. Within this plan must be an emergency response plan, created with the assistance of local fire department and first responders, to respond to a toxic fire event. This plan must be inclusive to the entire operation;
- d) Dismantle the Vessel as required to safely remove all pollutants from tanks, hoses, pipes, void spaces and other areas where they may have accumulated;
- e) Take all reasonable measures to ensure that no contaminated materials impact the land or marine environment, surrounding infrastructure or public safety at any point during contract work;
- f) Dispose of all pollutants, debris, contaminated material and waste (hazardous, controlled or not) in a manner compliant with all Federal, Provincial and Municipal laws and policies and provide documentation to substantiate that this has been done;
- g) The Contractor must provide all personnel, insurance, equipment, tools, vehicles, materials, facilities, supervision and any other items and services necessary to clean, dismantle, recycle, and dispose of the Vessel in its entirety including any and all wastes, hazardous or not.
- h) Provide and arrange for all travel, meals and accommodation for all personnel employed or subcontracted by the Contractor.

### 6.1 Vessel Stability

The Contractor will be solely responsible to ensure the stability of the Vessel at all times during the work. The Contractor must employ or subcontract the service of a Naval Architect; registered to practice, to verify and confirm the Vessel stability during the ship transport and recycling operation. The Naval Architect must approve significant changes to the Work Plan (Section 10.1), such as an unscheduled movement or removal of weights from the vessel.

The Contractor must include in their bid, all considerations for the impact on the overall Vessel stability due to the removal of engines, equipment, structural steel sections, or concrete filled tanks from the vessel. Therefore, and because of the nature of this work, the Contractor must identify in the Work Plan,



the sequence in which the dismantling work will occur. The Contractor must indicate the dismantling timeline of the Vessel structure to indicate the sequence in which major Vessel structure and equipment are being removed.

## 6.2 Salvage/Recycle

All debris and waste must be removed from the Vessel and disposed of in accordance with Federal and Provincial regulations. The remainder of the Vessel structure, including all equipment, machines and other components installed or contained within or on the structure, and the structure itself, must be cleaned, removed, recycled, reused and/or disposed of in accordance with Federal and Provincial regulations.

It is the Contractor's sole responsibility for determining the value of all salvageable portions of the vessel, including but not limited to: steel, main engine, generator, pumps, valves, pipes, hatches, portholes, furniture, winches, ropes, chains, anchors, cable wiring, etc.

Any equipment removed from the Vessel becomes the property of the Contractor.

No part of the vessel in piece or in whole can be turned over to the vessel owner or any other member of the public.

## 6.3 Bulk Oil Removal

The Contractor must plan and implement all aspects of the bulk oil removal from the "Trailer Princess". This includes the requirements to:

- a.) Review all applicable documentation provided by CCG that may assist in planning and executing the tasks;
- b.) Liaise and communicate directly with any necessary local, Provincial, and Federal regulator to ensure compliance;
- c.) Provide appropriate pumps / vacuums, hoses, valves, and tanks to transfer bulk oils from the Trailer Princess to the Contractor's barge or shoreside tankage;
- d.) Ensure any water discharged back into the marine environment is first cleaned by an oily water separator and that discharge meets MARPOL regulations;
- e.) Provide necessary personnel to operate oil transfer equipment;
- f.) Provide naval architecture and/or marine engineering staff throughout the oil removal and towing operation to:
  - i. review current condition and stability of the vessel;
  - ii. incorporate stability findings into bulk oil removal plan;
  - iii. monitor stability of the Vessel and guide personnel during the oil removal;
- g.) Provide CCG with full access to the naval architect and/or marine engineer throughout the oil removal operation;
- h.) Provide necessary personnel and equipment to access tankage and void spaces and for confined space entry and rescue;
- i.) Transport and dispose of recovered oils at an approved waste disposal facility of the Contractor's choosing following appropriate waste disposal regulations;

## 6.4 Berthing, Mooring, and Docking

The Contractor is responsible for maintaining all material and labour required for handling, berthing, mooring and dry-docking (if applicable) of the vessel. The Contractor must supply all mooring lines and labour required in berthing, mooring, and casting off of the vessel.



The Contractor must berth and moor the Vessel for the duration of the contract period. The TA must have unrestricted access to the Vessel at all times under the supervision of the Contractor for health and safety.

The location of the Vessel for the duration of the deconstruction and disposal process must be at the Approved Site for the type of work intended and must be in compliance with Federal, Provincial and Municipal requirements.

### **6.5 Bilge and Compartment Cleaning**

The bilge area is defined as the interior skin in all compartments under the deck plate, which may have been subject to contact with hydrocarbon based fluid. The Contractor must remove all oily wastewater from the Vessel and dispose of it in accordance with the applicable laws and regulations.

### **6.6 Ballast Tanks and Void Spaces**

Ballast tanks, void spaces and pipe tunnels were not designed to carry or contain any hydrocarbon based fluid but these spaces are required to be emptied of their contents, and are expected to have contained oily water in this instance.

The tanks may contain liquid, therefore the Contractor must follow all confined space safety requirements and exercise caution while emptying the remaining liquid ashore and assure that it meets applicable disposal regulations.

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

## **7 CONSTRAINTS**

### **7.1 Location of Approved Site**

The Approved Site must be located within the permissible towing distance and conditions for the vessel, as approved by Transport Canada, and the Vessel must be prepared for the tow as recommended in the Conditions Report (Appendix 2), and as required to ensure safety of the towing operation.

### **7.2 Site Control and Access**

The Contractor shall ensure the PA (Project Authority) has unrestricted access to the worksite and Vessel at all times during the contract period. The worksite includes both the current location of the Vessel prior to relocation, and the Approved Site.

The Contractor must:

- a) Control the work site and entry points to inspection/work areas. Maintain a log of persons entering and exiting these areas;
- b) Delineate and isolate inspection/work areas from other areas of site by use of means acceptable to applicable standards, norms, and regulations;
- c) Post notices and signage at entry points and at other strategic locations identifying entrance onto site is restricted to authorized persons only;
- d) Approve and grant access to the work site only to workers and authorized persons;
- e) Immediately stop unauthorized persons from circulating in inspection/work areas and remove them from the site;



- f) Provide site safety orientation to all persons before granting access. Advise of site conditions, hazards and mandatory safety rules to be observed on site;
- g) Secure work site at after working hours to the extent required to protect against unauthorized entry. Provide security guards where protection cannot be achieved by other means;
- h) Ensure persons granted access to the site wear appropriate **personal protective equipment ("PPE")** suitable to work and site conditions;
- i) Provide such PPE to authorized persons who require access to perform inspections or other approved purposes;
- j) Ensure workers and other persons granted access are trained as per Section 8.4 as warranted.

### **7.3 Vessel Preparation for Tow**

The Contractor will be permitted to complete any mandatory work required to prepare the Vessel for tow at its current location, according to the Tow Assessment.

In the event that any vessels are tied up to the "Trailer Princess" at the commencement of contract work, the Contractor must contact the PA, who will coordinate their relocation.

### **7.4 Towing Requirements**

Prior to towing operations commencing:

- a.) The Contractor must supply to the PA an approved tow plan for the Vessel. For detailed requirements of the tow plan, refer to Section 10.2: Tow Plan – Dead Vessel Transfer
- b.) The Vessel must undergo a pre-tow inspection/assessment.

The Contractor must obtain and pay all fees for certificates, surveyors, and pilotage authorities, deemed necessary by the applicable regulations and any insurance for any required towing operation.

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

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

### **7.5 Stakeholder Engagement**

Prior to the commencement of contract work, it is the responsibility of the Contractor to engage with stakeholders, local port authority and regional municipal governments, making them aware of the work that will be occurring at the Approved Site.

### **7.6 Use of Subcontractors**

All Subcontractors used by the Contractor must be directly supervised by the Contractor. The Contractor remains responsible for ensuring that any work completed by a Subcontractor is done according to the requirements of this Statement of Work, adheres to the terms and conditions of the contract, and is undertaken following all applicable Federal, Provincial and Municipal laws and policies.

### **7.7 Standards, Regulations and Codes**

The following legislative, code and standards that are in effect for this project include, but are not limited to:

- a) Environmental Management Act and Contaminated Sites Regulations;
- b) Fishing and Recreational Harbours Act and Regulations;



- c) Canadian Environmental Protection Act (“CEPA 1999”);
- d) Canadian Environmental Assessment Act (“CEEA”);
- e) Basel Convention on the Control of Trans boundary Movements of Hazardous Wastes and their Disposal Export and Import of Hazardous Waste and Hazardous Recyclable Material;
- f) Export and Import of Hazardous Waste and Hazardous Recyclable Material Regulations, CEPA 1999;
- g) Canadian Transportation of Dangerous Goods Act/Regulations;
- h) Canadian Fisheries Act;
- i) Occupational Health and Safety Act and Regulations of British-Columbia;
- j) Labour Standards Code of British-Columbia;
- k) CSA Canada Shipping Act 2001;
- l) Technical Guidelines for the Environmentally Sound Management of the Full and Partial Dismantling of Ships – Basel Convention 2003 (“UNEP”) as amended;
- m) Provincial Government, Workers' Compensation Board Municipal Statutes and Authorities;
- n) Canada Labour Code, Part II ; and
- o) Environmental Management Act, Hazardous Waste Regulation – BC REG 243/2016.
- p) Environmental Response Arrangement Regulations

## 8. OCCUPATIONAL HEALTH AND SAFETY

The Contractor must comply with the Occupational Health and Safety Laws and Regulations in force in the Province or Provinces in which the work will be undertaken. Custody of the Vessel directly from Canada to the Contractor will take place at the time of Transfer of Care and Custody of the Vessel to the Contractor and from that point on, the Provincial Occupational Health and Safety Laws and Regulations will take precedence over the Canada Labour Code Part II. The Canada Shipping Act 2001 requirements still apply to hazardous activities on the vessel.

The PA may do periodic checks to see if the work site is in compliance with all health and safety requirements.

The Contractor is responsible for health and safety of all persons granted access each worksite, of property and for protection of persons and public circulating adjacent to work operations to the extent that they may be affected by conduct of the Work.

The Contractor must enforce compliance by all workers, subcontractors and other persons granted access to each work site with safety requirements of Contract Documents, applicable Federal, Provincial, and local statutes, regulations, and ordinances, and with the site-specific Health and Safety Plan (section 10.4).

The Contractor must provide fire protection in accordance with applicable Acts and Regulations for the duration of the contract.

### 8.1 Hazard Assessments

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

The program is to include:

- a) A site specific Health and Safety Hazard Assessment must be completed by the Contractor before commencing the project. This assessment must identify risks and hazards resulting from site conditions, weather conditions and work operations;
- b) Regular and ongoing assessments addressing new risks and hazards as work progresses;
- c) The Contractor must conduct hazard assessment when the scope of work has been changed and when potential hazard or weakness in current health and safety practices are identified by



an inspector or by an authorized safety representative. Potential hazards must be identified and addressed in the project specific Health and Safety Plan.

## **8.2 Health and Safety Meetings**

The Contractor must provide site safety orientation to all workers and other authorized persons prior to granting them access to the Approved Site or to the vessel. Specific occupational health and safety meetings are to be conducted by the Contractor in accordance with the Provincial Occupational Health and Safety requirements.

## **8.3 Safety Supervision and Inspections**

The Contractor must designate at least one person to be present at the work site during all work periods who is responsible for supervising health and safety of the work. This person is to be certified and competent in Occupational Health and Safety as defined in the Provincial Occupational Health and Safety Act. The Contractor must assign responsibility, obligation and authority to such designated person to stop work as deemed necessary for reasons of health and safety. The Contractor must conduct regularly scheduled informal safety inspections of work site, note deficiencies and remedial action taken in a log book or diary and keep inspection reports at the site. The PA must be made aware of the name and contact number of this person.

## **8.4 Training**

The Contractor must ensure that all workers and other persons granted access to each site are competently trained and knowledgeable on:

- a) Safe use of tools and equipment;
- b) How to wear and use Personal Protective Equipment;
- c) Safe work practices and procedures to be followed in carrying out work;
- d) Site conditions and minimum safety rules to be observed on site, as given at site orientation sessions;
- e) Workplace Hazardous Materials Identification System ("WHMIS") training for the applicable hazardous materials;
- f) The Health and Safety Plan ("HSP");
- g) Specific hazard procedures and controls, as warranted by the nature of the work, hazards of the worksite and hazardous wastes onboard the vessel. Eg: Asbestos worker training, Lead awareness training, and Fall Protection training.

## **8.5 Accident Reporting**

The Contractor must investigate and report the following incidents and accidents to the PA and the appropriate department (ie. WorkSafeBC), as required by applicable regulations:

- a) Those as required by Provincial Occupational Safety and Health Act and Regulations.
- b) Injury requiring medical aid as defined in the Canadian Dictionary of Safety Terms-1987, published by the Canadian Society of Safety Engineers ("C.S.S.E") as follows:
- c) Medical Aid Injury: any minor injury for which medical treatment was provided and the cost of which is covered by Workers' Compensation Board of the province in which the injury was incurred.
- d) Property damage in excess of \$5000.00.
- e) Those which require notification to Workers Compensation Board or other regulatory agencies as stipulated by applicable law or regulations.

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



## 8.6 Site Records

The Contractor must maintain on each site a copy of all health and safety documentation and reports specified to be produced as part of the work and received from authorities having jurisdiction. The Contractor must upon request, make this material available to the PA for review.

## 8.7 Non-Compliance

The Contractor must immediately address and correct health and safety violations and non-compliance issues. Negligence or failure to follow occupational health and safety provisions specified in the Contract Documents and of those of applicable laws and regulations will result in corrective measures taken by the Crown against the Contractor.

## 8.8 Hazardous Products

The Contractor must comply with requirements of WHMIS. The Contractor must keep **Safety Data Sheets** (“SDS”) for all products used at the site, in accordance with regulations.

## 8.9 Confined Spaces

The Contractor must:

- a) Carry out all work in confined spaces in compliance with Provincial Occupational Safety and Health Regulations and the Canada Shipping Act 2001;
- b) Conduct hazard assessments for each confined space and address in Health and Safety Plan before entering confined space;
- c) A written confined space entry procedure, rescue procedure and air monitoring; procedure for each confined space is required, as well as any other provincial regulatory requirements. The written plans must include, but are not limited to, the following elements:
  - i. Entry permit system;
  - ii. Isolation of energy;
  - iii. Atmospheric testing;
  - iv. Ventilation and purging;
  - v. Hot work (e.g. welding, cutting, grinding, use of non-explosion proof electrical equipment, or any other work that could produce a source of ignition);
  - vi. Rescue;
  - vii. Means of entering and exiting.
- d) Provide and maintain equipment and PPE as required for the safety and emergency evacuation of persons entering confined spaces.
- e) Provide training to persons who will be entering the confined space, attendant personnel and rescue personnel. The level of training (beyond basic confined space entry) required must be specific to suit the type and conditions of the particular confined space and must meet applicable regulatory requirements.
- f) Where workers of more than one employer will perform work in the same confined space, prepare a co-ordination document and provide to each employer.

Where work is done in areas such as bilge, tanks or space with no mechanical ventilation, there must be a Gas Free Certificate issued by a Marine Chemist or a person who is qualified and certified to operate the testing equipment. The Gas Free Certificate must be posted at the entrance of the compartment and must specify, “safe for persons” or “safe for hot work” as appropriate.



## 8.10 Diving Operations

If diving operations are planned, the Contractor must submit to the PA for review, a detailed Dive Plan prior to dive operations commencing. The plan must be accompanied by all certifications and qualifications for divers (including standby), dive supervisors, and dive tenders.

The Contractor must:

- a) Conduct all diving work to comply fully with the requirements of the Provincial Diving Regulations, Occupational Health and Safety Regulations (Part 24), and CSA Z275.2-04, "Occupational Safety Code for Diving Operations", CSA Z275.4-02, "Competency Standards for Diving Operations" and CSA Z180.1-00, "Compressed Breathing Air and Systems." The Contractor must comply with Divisions I and II for Type 2 Dives as defined in Part XVIII of the Canada Labour Code for Diving Operations;
- b) Ensure dive personnel meet the minimum competency requirements of the CSA Z275.4-02 and all divers possess a valid Category 1 Diving Certificate;
- c) Ensure dive personnel have a current (less than one year) validated medical examination certificate(s) from a licensed Diving Physician in Canada (Provincial Equal) who is knowledgeable and competent in diving and hyperbolic medicine, for all dives.

## 8.11 Hot Work

The Contractor must provide fire extinguishers (and any other related equipment) and fire watches during any hot work and for a minimum of 30 minutes after work has stopped. Any hot work carried out onboard the Vessel during the contract must be conducted in accordance with the Canada Shipping Act 2001, and applicable Provincial Acts and Regulations. Both the front (welder side) and back side of a deck or a bulkhead being cut or welded must be visually monitored continuously by the fire watches. All combustible materials must be removed from the area where the burning and welding is taking place.

The compartment(s) affected must be certified gas free by a Marine Chemist or a person who is qualified and certified to operate the testing equipment. The Contractor must provide all certificates to the PA. Certificates must specify, "Safe for persons" or "safe for hot work" as appropriate. The Contractor must post a copy of all certificates at the entrance to the affected spaces;

# 9. HAZARDOUS MATERIALS AND MISCELLANEOUS ITEMS

## 9.1 General

The use of Subcontractors for any part of the process of working with or managing hazardous materials does not relieve the Contractor of its responsibilities. In all matters covered by this Statement of Work, the Contractor must ensure, and maintain records to document, the safe and environmentally sound management of hazardous wastes by Subcontractors.

All hazardous materials must be removed from the Vessel by the Contractor in accordance with applicable regulations. The hazardous materials must be containerized and transported to a facility certified by the authority having jurisdiction to dispose of these materials.

The Contractor must provide all WHMIS Safety Data Sheets for any material furnished by the Contractor during the course of the work of the contract.



## 9.2 Site Certification

The storage, treatment, recycling, and disposal facilities must meet the requirements of the Environmental Management Act, Hazardous Waste Regulation – BC REG 243/2016. The Contractor must provide documentation demonstrating that these facilities are registered under this regulation, as required.

## 9.3 Paint

Paint on board may contain contaminants such as lead, mercury, arsenic, PCBs, and cadmium. All loose and flaky paint must be scraped off, vacuumed and disposed in accordance with applicable regulations. Paints exceeding Provincial leachate criteria must be handled as a hazardous material and in accordance with all regulations.

Painted surfaces containing concentrations of PCBs >50 mg/kg must be removed and handled and disposed as a Hazardous waste containing PCBs in accordance with Federal and Provincial regulations.

Lead (leach ability greater than 5.0 mg/L) contained in paints on materials that will be disposed of at a landfill must be removed and disposed of in accordance with Provincial requirements. All hazardous materials must be handled, packaged and disposed of in accordance with applicable Provincial/Federal regulations.

## 9.4 Asbestos Containing Material (“ACM”)

It is the Contractor's responsibility to determine the quantity and type of asbestos containing material onboard (if any) and remove and dispose of this material in accordance with all applicable regulations.

## 9.5 Liquid or Semi-Solid Waste

Liquid or semi-solid waste may be present on board the vessel. The Contractor must dispose of all liquid or semi-solid waste containers found in the Vessel in accordance with the applicable regulations.

## 9.6 Miscellaneous Items

The Vessel may contain numerous miscellaneous items including household garbage, E-waste, and sewage. The Contractor must remove and dispose of these items in accordance with the applicable regulations.

It is the Contractor's responsibility to determine the quantity and types of material left on board and to dispose of these items in accordance with all applicable regulations.

## 9.7 Tracking of Hazardous and other Waste

The tracking of material disposal and recycling is required under the following regulations:

1. Environmental Management Act;
2. Environmental Management Act – Contaminated Sites Regulations;
3. Import and Export of Hazardous Waste and Hazardous Recyclable Material Regulations.

The Contractor must maintain a database that tracks all waste (hazardous or not) from the point of transfer to Contractor Care and Custody to final disposal. In the database, for each item identified in the HA (or subsequently identified), the Contractor must:

- a) Identify the type of waste;
- b) Identify the removal process;
- c) Identify the weight of waste removed from the vessel;



- d) Identify the secure process for transporting the waste from the Vessel to the next location;
- e) Identify the location where the waste is to be stored awaiting final disposal;
- f) Identify the method of secure transport used to transport the waste to a facility certified to dispose of the waste;
- g) Provide shipping manifest, bill of lading or tracking number for transport of waste to the certified facility;
- h) Identify the facility disposing of the waste and provide their certification number to dispose of the waste identified;
- i) Provide shipping manifest, bill of lading or tracking number confirming delivery and acceptance of the waste by the certified disposal facility;
- j) Track the delta of waste removed from the Vessel with Waste accepted at certified disposal facility. The Contractor must ensure that all waste by weight removed from the Vessel matches the waste by weight accepted at appropriate certified disposal facility at the completion of the Work.

The Contractor must submit to the PA within 5 days after issuance a copy of all manifests and Transportation of Dangerous Goods sheets, showing the type/description of materials removed from the Vessel for disposal. The certificates must indicate the quantity removed, any testing conducted, and the location of disposal. All waste must be accounted for in a database by the Contractor until the Vessel has been properly disposed in accordance with the Statement of Work.

## 10. REQUIRED PLANS

As part of the work required, the Contractor must provide the following plans for review and approval by the PA. Deliverable dates are indicated in Section 13 of this Statement of Work.

### 10.1 Work Plan

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

- a) Outline the steps for proposed dewatering/refloat/salvage of the Vessel;
- b) Outline the steps of removing the Bulk Oil on the Vessel;
- c) Location/details of Approved Site;
- d) The process to move the Vessel from its present location to the Approved Site. Vessel preparation for towing or lift vessel/towed floating dock operation, stability considerations, towing arrangement, towing limitations, contingency plan in case of breakage of the towline, co-ordination with regulatory agencies and spill emergency response, including a fire response plan for the Vessel under tow;
- e) Details of air quality monitoring and describe the administrative controls to be used in support of the data collected. The Contractor must provide a written procedure identifying how adequate air quality will be provided onboard the Vessel and how the records will be maintained;
- f) Outline the step-by-step proposed methodology for disposing of the vessel, including specific equipment needed. The methodology must include details on how the Vessel structure will be dismantled, steps to dispose of/recycle parts and materials, and how Vessel stability will be maintained and monitored during cleaning, dismantling and disposal activities.



## 10.2 Tow Plan - Dead Vessel Transfer

Prior to towing operations, if required, the Contractor must submit to the PA for review an approved Towing Plan that describes the process to move the Vessel from the present location to the Approved Site. At minimum the Tow Plan must include:

- a) Towing arrangement for the “Trailer Princess”, including secondary/emergency tow arrangements;
- b) Vessel preparation plan to ensure the Vessel is ready for towing and is seaworthy, including mitigations/repairs recommended by the Pre-Tow Inspection and/or Vessel Condition Report or Vessel Surveys;
- c) Planned use of towing and assist tug(s) during the voyage, and Vessel details including certifications/registrations;
- d) Mitigation measures to deal with any unexpected ingress of water during the tow, including but not limited to the use of emergency salvage pumps;
- e) Monitoring measures to check for any ingress of water during the tow;
- f) Planned schedule and route of the tow, with, to the greatest extent possible, avoidance of sensitive marine areas;
- g) Weather forecast limitations;
- h) Contingency plan to cover the onset of adverse weather, particularly in respect to arrangements for heaving to or taking shelter;
- i) Valid Provincial license for transporting hazardous waste.

The Tow plan must be approved by Transport Canada.

## 10.3 Environmental Protection Plan (“EPP”)

The Contractor must have in place an environmental management system consistent with the procedures required for the Environmental Management System ISO 14001-latest edition – Requirements published by the International Organization for Standardization (ISO). It is not the intent of this clause to require that the Contractor be registered to the applicable standard, however, the Contractor’s environmental management system must address each requirement contained in the standard.

The Contractor must develop an EPP that demonstrates the Contractor’s commitment to avoidance of adverse environmental impacts through implementation of best practices rooted in pollution prevention and the promotion of sound environmental practices for the project to be undertaken. This plan must include identification and description of the Approved Site or Sites where the work will be completed and must address all of the following for each site, at minimum:

- a) Indicate the method of Vessel cleaning, transportation from the work site to the disposal site, and the method of packaging and bundling of waste and recyclable materials;
- b) Environmental Contingency Plan – this plan must indicate the process of how contaminants are to be contained and how to deal with situations involving petroleum product leaks in water or on the ground, ozone depleting substance leaks, or fire on the Vessel or explosion. Tools and materials to be used and available on board or on the site of work for the duration of the contract must be identified;
- c) Provide details on the process for cleaning, removal, and disposal of hazardous materials, hydrocarbon impacted areas and miscellaneous items including, but not limited to: controlled wastes, tanks, piping, engines, shafting, gearing, stern tubes, steering gear, hydraulics, bilge areas, black and grey water, asbestos, polychlorinated biphenyls (“PCBs”), paint, and other hazardous materials. Also briefly include the engineering controls and personal protective equipment to be used to minimize worker exposure to hazardous materials.



#### 10.4 Health and Safety Plan (“HSP”)

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

The Contractor must provide key personnel in their management organization to deal with Health and Safety related issues. The names and addresses and a 24/7 telephone number of the responsible team must be provided to the PA. The Health and Safety Response Team (“HSRT”) must be instructed on how to initiate first action in the case where petroleum or hazardous discharge occurs or in which any other situation, incident or accident should occur. The Contractor must provide a revised list of names in the event of personnel changes in the HSRT.

The Contractor must develop the HSP in collaboration with any hired Subcontractors, address work activities of all trades, and implement and enforce compliance with the HSP for entire duration of the contract.

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

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

The HSP must include detailed procedures on all potential project hazards including but not limited to:

- a) Work in confined and enclosed spaces;
- b) Diving operations;
- c) Working in close proximity to water;
- d) Scaffolds, ladders and other aloft working surfaces.
- e) Cutting, welding and heating;
- f) Personnel protective equipment (PPE);
- g) Fall protection;
- h) Gear and equipment for rigging and handling material;
- i) Air quality measurement and log keeping;
- j) Escape route from work area and location of first aid station(s);
- k) Lead Exposure Control Plan
- l) PCB Exposure Control Plan.
- m) Mold Exposure Control Plan.
- n) Mercury and Heavy Metals Exposure Control Plan.
- o) Asbestos Exposure Control Plan, and
- p) Ozone Depleting Substances Exposure Control Plan

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

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

The HSP must contain three parts with following information:

Part 1 – Hazards:



List of individual health risks and safety hazards identified by hazard assessment process.

Part 2 - Safety Measures:

Engineering controls, personal protective equipment and safe work practices used to mitigate hazards and risks listed in Part 1 of Plan.

Part 3a - Emergency Response:

Detailed standard operating procedures, evacuation procedures and emergency procedures in the occurrence of an accident, incident or emergency. Include response to all hazards listed in Part 1 of the HSP. Evacuation measures to complement the Facility's existing Emergency Response and Evacuation Plan should one exist.

List names and telephone numbers of officials to contact including:

- a) Contractor and all Subcontractors.
- b) Federal and Provincial Departments as stipulated by laws and regulations of authorities having jurisdiction and local emergency resource organizations, as needed based on nature of emergency.
- c) Officials from Canada as provided.

Part 3b – HSP Site Communications:

Procedures used on site to share work related safety issues between workers, Subcontractors, and General Contractor. The Contractor must prepare the HSP in a three column format, addressing the three parts specified above, as follows:

Column 1	Column 2	Column 3
Part 1	Part 2	Part 3a/3b
Identified Hazard	Control Measures	Emergency Measures & Implemented Communications

Note:

Submission of the HSP and any subsequent updates to the PA is for review and information purposes only. The PA's receipt and review, including any comments made on the HSP must not be construed to imply approval in part, or in whole, of the HSP by the PA and must not be interpreted as a warranty of the HSP being complete and accurate, or as a confirmation that all health and safety requirements of the work has been addressed or that the HSP is legislatively compliant. Furthermore, the PA's review of the HSP must not relieve the Contractor of any of his/her legal obligations for Occupational Health and Safety provisions specified as part of the Work and those required by Provincial legislation or those which would otherwise be applicable to the site of the work.

**10.4.1 Inorganic Lead Exposure Control Plan**

The Contractor must:

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



#### **10.4.2 Polychlorinated Biphenyl (“PCB”) Exposure Control Plan**

The Contractor must:

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

#### **10.4.3 Indoor Air Quality and Mold Exposure Control Plan**

The Contractor must:

- a) Conduct a risk assessment of the worksite and activities. The assessment must be conducted by a person qualified in indoor air quality and mold removal activities;
- b) Implement an indoor air quality and a mold exposure control plan in accordance with Provincial Occupational Safety and Health Regulations for workers that are exposed to poor air quality and/or mold;

#### **10.4.4 Mercury and Heavy Metals Exposure Control Plan**

The Contractor must:

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

#### **10.4.5 Asbestos Exposure Control Plan**

The Contractor must:

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

#### **10.4.6 Ozone Depleting Substances Exposure Control Plan**

The Contractor must:

- a) Conduct a risk assessment of the worksite and activities. The assessment must be conducted by a person qualified in ozone depleting substance removal activities.
- b) Implement an ozone depleting substances exposure control plan in accordance with Provincial Occupational Safety and Health Regulations for workers that may be exposed to ozone depleting substances;

#### **10.4.7 Fire Protection Plan**

The Contractor must submit a Fire Protection Plan for the proposed work. At minimum, the plan must address the following elements:

- a) Emergency response procedures for site personnel, including coordination of efforts with local first responders and fire departments to respond to a toxic fire event, (and contingencies), during transport, dismantling and disposal of the vessel;
- b) Training of site personnel on emergency response procedures;



- c) Mitigation of fire risk during transport, dismantling and recycling of the vessel, taking into consideration the identified presence of highly flammable/toxic foam insulation. This includes:
  - i. Sequence of Vessel dismantling;
  - ii. Method of foam removal / planned use of tools;
  - iii. Process for the compartment(s) to be certified safe for hot work after foam removal (when applicable).

## **11. CONDUCT OF WORK**

### **11.1 General**

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

Ownership of all recyclable materials and waste will be passed directly from the CCG to the Contractor upon Contract award.

The Vessel must not be sold to a broker and must be recycled/disposed of in accordance with the intent of this Statement of Work.

### **11.2 Salvage/Recycling**

Canada assumes no responsibility for the quality or quantity of any material to be removed under this project. Any assumptions made regarding the salvage value of any and all materials under this contract are by the Contractor only. All estimates of quality and quantity of salvaged materials are to be made by the Contractor. No consideration for payment will be made to the Contractor as a result of the Contractor receiving less than assumed salvage value of any materials. The Contractor is free to take its own samples of material onboard the Vessel during the arranged site visit for the purpose of determining the quality and quantity of Waste onboard.

The Contractor must consult with the Provincial Department of Environment and Conservation on whether proposed salvage activities require registration under the Provincial Environmental Assessment Regulations. Should the project require registration and an environmental assessment, the Contractor must include the appropriate timeline for project release from the Province in the schedule prior to start of the work. Any costs related to this registration are the responsibility of the Contractor.

### **11.3 Detailed Records**

The Contractor must keep and maintain detailed records of all work done, including, but not limited to: materials used, contract services, travel costs, salaries and overtime, vehicle and boat costs, pollution counter measures and other equipment, volumes of disposed products and associated costs. This record keeping must also include digital photographic documentation of the towing, dismantling, and recycling of the vessel. Photos are to be date/time stamped and be provided with a brief description of what is being shown in the photo.

The Contractor must also keep and maintain detailed records of quantities of, and revenues received from the sale of scrap metals and other materials.

### **11.4 Project Schedule**

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



vessel, initial surveys, inspections, identification and safe removal and disposal of hazardous materials, dismantling and salvage.

The schedule must be in tabular format with a Gantt chart and must include:

- a) Original duration in calendar days (baseline);
- b) Remaining duration;
- c) Percentage completed;
- d) Original and revised start and finish date for each task in relation to all work identified under this statement of work.

The schedule must be updated to reflect the work progression on a bi-weekly basis until the completion of all tasks.

## 12. DELIVERABLES

The Contractor must produce the following deliverables:

No. SOW	Deliverable	Format	Due Date
10.1	Work Plan	Electronic format or hard copies	No more than 14 calendar days after contract award.
10.2	Tow Plan – Dead Vessel Transfer	Electronic format or hard copies	No more than 14 calendar days after contract award.
10.3	Environmental Protection Plan	Electronic format or Hard Copies	No more than 14 calendar days after contract award.
10.4	Health and Safety Plan	Electronic format or Hard Copies	No more than 14 calendar days after contract award
11.4	Project Schedule	Gantt Chart, Electronic format	No more than 14 calendar days after contract award.
9.7	Tracking of hazardous and other waste	Electronic format or hard copies	Ongoing - within 14 days of action
8.9, 8.10 8.11 9.7 13	Certificates	Electronic format or hard copies	Upon completion
11.3	Detailed records	Electronic format or hard copies	Upon completion

## 13. PERIOD OF WORK / SCHEDULE

The Contractor must prepare the Vessel for transfer and remove the Vessel to the Approved Site within 45 days of receiving the approval of the Work plan, Towing plan, Environmental Protection Plan and the Health and Safety Plan.

Timeline for complete bulk oil removal, dismantling of the vessel, disposal/recycling of materials and delivery of the Vessel Disposal certificate must be provided by the Contractor.



## 14. PROJECT COMPLETION

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

1. All hazardous and/or controlled material is removed and has arrived at an approved hazardous waste disposal facility for final disposal. Shipping certification and receipt of arrival must be accounted for. Final individual weights for all hazardous materials must be itemized. Disposal certification must be provided for hazardous material.
2. The Vessel structure has been broken up into sections with all internal equipment , including all onboard stores, as witnessed by the PA and has been recycled/disposed of as per applicable regulations and this Statement of Work.
3. Completion of the PSPC form 1206 - Acceptance (Vessel Disposal) Certificate, and confirmed receipt of this Certificate by the PA.



## **ANNEX “B” - BASIS OF PAYMENT**

*The winning bidder's rates will be included here at the time of contract award*



**ANNEX "1" to PART 5 OF THE BID SOLICITATION  
FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION**

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

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

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

Complete both A and B.

A. Check only one of the following:

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

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

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

**OR**

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

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

**OR**

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



## ANNEX "C" - INSURANCE REQUIREMENTS

### G2001C – Commercial General Liability Insurance.

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Fisheries and Oceans Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
  - n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
  - o. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.



**For the province of Quebec, send to:**

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

**For other provinces and territories, send to:**

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

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

*G5003C – Marine Liability Insurance.*

1. The Contractor must obtain protection and indemnity insurance that must include excess collision liability and pollution liability. The insurance must be placed with a member of the International Group of Protection and Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the [Marine Liability Act](#), S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by Worker's Compensation as detailed in paragraph (2.) below.
2. The Contractor must obtain worker's compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the territory or province or state of nationality, domicile, employment, having jurisdiction over such employees. If the Contractor is subject to an additional contravention, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.
3. The protection and indemnity insurance policy must include the following:
  - a. Additional insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by 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 and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
  - c. Notice of cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - d. Cross liability and separation of insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.  
*(Contracting officers must insert the following option, if applicable.)*



- 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,  
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234 Wellington Street, East Tower  
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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.



## ANNEX "D" EVALUATION CRITERIA

### **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.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

**Please note bidders must complete the following charts and include with their bid submission.**



Item	Mandatory Technical Criteria	Project 1	Project 2	Criteria Met / Criteria Not Met	Remarks
1.	<p><b>Vessel Salvage, Transportation, Deconstruction and Disposal Experience:</b></p> <p>The Bid must demonstrate that the Bidder has managed the successful completion of two projects, each of which included the salvage, lightering, transportation, deconstruction and disposal of a different vessel. The bidder can submit details for more than two project examples, if required to demonstrate the required experience to meet the sub-criteria below.</p> <p>One of the vessels must have been greater than 100 foot length overall.</p>				
1.1	<p><b>The Bid must include the Work Plan for each of the two projects that the bidder managed.</b></p> <p>At a minimum, each Work Plan must include:</p> <p>Description of the Vessel including its:</p>				
	a. Name (if applicable)				
	b. Size:				
	c. Construction material:				
	d. Description of the Vessel state (eg. listing, beached, partially submerged, submerged):				
	e. Description of mitigation measures taken to prevent contamination or pollution during the removal of the Vessel from the marine environment:				
	f. Description of the method(s) used to transport the Vessel from the recovery site to the disposal site:				
	g. Description of mitigation measure(s) taken to prevent contamination or pollution associated with transporting the Vessel from the recovery site to the disposal site:				



	<p>h. Description of mitigation measure(s) taken to prevent contamination or pollution associated with dismantling and deconstructing the Vessel</p>				
	<p>i. Description of how and where the Vessel or structure was dismantled/disposed:</p>				
	<p>j. How and where materials were disposed of and/or recycled:</p>				
	<p>k. Description of how and where possible hazardous materials were:</p> <p style="padding-left: 40px;">Identified:</p> <p style="padding-left: 40px;">Assessed:</p> <p style="padding-left: 40px;">Disposed of:</p>				
	<p>l. Customer's name:</p> <p style="padding-left: 40px;">Current contact information:</p> <p style="padding-left: 40px;">The bid evaluation team may contact the identified customer(s) to verify the details.</p>				
	<p>m. The Bid must indicate the timeframe of each project (in weeks).</p>				
Item	Mandatory Technical Criteria	Project 1	Project 2	Criteria Met / Criteria Not Met	Remarks
1.2	<p><b>The Bid must include Transportation Plans for each of the two previous projects that the bidder managed.</b></p> <p>The Bidder must submit Transportation Plans, for each previous project ,with their Bid that details at minimum:</p> <p>a. Method of transporting the Vessel to disposal site:</p>				



	<p>b. Risk Mitigation measures that were undertaken:</p> <p>This may include details such as personnel to monitor the transport of the Vessel or provision of salvage pumps and monitoring for ingress of water and stability during the tow if applicable</p>				
	<p>c. Environmental Protection Measures that were undertaken during transport, to prevent leaks or spills during transit:</p>				
	<p>d. Sea state or weather restrictions that limited the transportation operations (if applicable):</p>				
	<b>Mandatory Technical Criteria</b>	<b>Current Bid</b>	<b>Criteria Met / Criteria Not Met</b>	<b>Remarks</b>	
2.	<p><b>Lightering, Salvage, Transportation, Deconstruction and Disposal Plan:</b></p> <p>The Bidder must provide a summary of their methodology for the current project. Their overall approach will cover these aspects, and be evaluated based on the following answers:</p> <p>a. Proposed method of salvaging the vessel:</p>				
	<p>b. Proposed method of lightering the vessel:</p>				
	<p>c. Proposed method of rigging and removing Vessel from the marine environment:</p>				



	<p>d. Proposed method of transporting Vessel to the Approved site:</p>			
	<p>e. Description of how and where the Vessel will be dismantled/disposed:</p>			
	<p>f. List of proposed equipment/vessels to be utilized as part of the salvage spread to include, but not limited to tugs, barges, dry docks..</p>			
<p>3.</p>	<p><b>Estimated Timeline to Complete Project</b></p> <p>The Bidder must provide a preliminary project schedule that includes:</p> <ul style="list-style-type: none"> <li>a. total number of days required to complete the proposed undertaking</li> </ul> <p>(completion is defined as all elements of the proposed undertaking are delivered upon)</p> <p>Bidder to assume the evaluation process will take 45 days from the solicitation closing date to date of Contract Award</p>			
<p>4.</p>	<p><b>Workers' Compensation Certification - Letter of Good Standing</b></p> <p>The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.</p>			



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The Bidder must provide a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account.			
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**ANNEX "E"**  
**SUBCONTRACTOR LIST**

<b>Number</b>	<b>Name of Supplier</b>	<b>Supplier Address</b>