



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

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**

11 Laurier St. / 11, rue Laurier

Place du Portage, Phase III

Core 0B2 / Noyau 0B2

Gatineau

Quebec

K1A 0S5

Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services Canada**

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

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

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

Comments - Commentaires

Title - Sujet CCG Alfred Needler Disposal	
Solicitation No. - N° de l'invitation F7044-230296/A	Date 2023-07-05
Client Reference No. - N° de référence du client F7044-230296	
GETS Reference No. - N° de référence de SEAG PW-\$MER-006-29111	
File No. - N° de dossier 006mer.F7044-230296	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2023-08-14 Heure Avancée de l'Est HAE	
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Walker, Kimberly	Buyer Id - Id de l'acheteur 006mer
Telephone No. - N° de téléphone (506) 429-2815 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: See Herein	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Marine Emergency Response Division/Division des
Interventions en cas d'urgence maritime

Place du Portage, Phase III

Tower c

11 Laurier Street, 6C2

11, rue Laurier

Gatineau

Gatineau

K1A0S5

Delivery Required - Livraison exigée See Herein – Voir ci-inclus	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	3
1.1 INTRODUCTION	3
1.2 SUMMARY	3
1.3 DEBRIEFINGS.....	4
PART 2 - BIDDER INSTRUCTIONS	5
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	5
2.2 SUBMISSION OF BIDS	6
2.3 ENQUIRIES - BID SOLICITATION	6
2.4 APPLICABLE LAWS	6
2.5 VESSEL VIEWING.....	6
2.6 BIDDERS CHECKLIST.....	7
2.7 BID CHALLENGE AND RECOURSE MECHANISMS	7
ATTACHMENT 1 - VESSEL VIEWING INFORMATION AND INSTRUCTIONS.....	8
ATTACHMENT 2 - BIDDER'S CHECK LIST	9
PART 3 - BID PREPARATION INSTRUCTIONS.....	10
3.1 BID PREPARATION INSTRUCTIONS.....	10
3.2 SECTION I: TECHNICAL BID	10
3.3 SECTION II: FINANCIAL BID	10
3.4 SECTION III: CERTIFICATIONS.....	12
ATTACHMENT 3 – MANDATORY TECHNICAL EVALUATION CRITERIA.....	13
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	25
4.1 EVALUATION PROCEDURES	25
4.2 EVALUATION.....	28
4.3 EVALUATION OF PRICE.....	28
4.4 BASIS OF SELECTION	28
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	29
5.1 CERTIFICATIONS REQUIRED WITH THE BID	29
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION.....	29
ATTACHMENT 4 - FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION	33
PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS.....	34
6.1 SECURITY REQUIREMENTS.....	34
6.2 FINANCIAL CAPABILITY.....	34
6.3 INSURANCE REQUIREMENTS.....	34
PART 7 - RESULTING CONTRACT CLAUSES	35
7.1 REQUIREMENT.....	35
7.2 STANDARD CLAUSES AND CONDITIONS	35
7.3 SECURITY REQUIREMENTS	35
7.4 TERM OF CONTRACT.....	35

Solicitation No. - N° de l'invitation
F7044-230296/A
Client Ref. No. - N° de réf. du client
F7044-230296

Amd. No. - N° de la modif.
File No. - N° du dossier
006mer.F7044-230296

Buyer ID - Id de l'acheteur
006mer
CCC No./N° CCC - FMS No./N° VME

7.5 AUTHORITIES.....	36
7.6 PAYMENT.....	37
7.7 INVOICING INSTRUCTIONS.....	39
7.8 CERTIFICATIONS AND ADDITIONAL INFORMATION	39
7.9 INSURANCE REQUIREMENTS.....	40
7.10 SUBCONTRACTING	45
7.11 ENVIRONMENTAL PROTECTION	45
7.12 FIRE PROTECTION, FIRE FIGHTING AND TRAINING	45
7.13 DIVING OPERATIONS.....	45
7.14 VESSEL TRANSFER	45
7.15 VESSEL POSSESSION	46
7.16 SACC MANUAL CLAUSES	46
7.17 BERTHING, MOORING AND DOCKING (<i>NOT APPLICABLE IF VESSEL IS IN DRY-DOCK</i>).....	46
7.18 MEETINGS, REPORTS AND PROJECT SCHEDULE.....	46
7.19 ISO 9001:2015 - QUALITY MANAGEMENT SYSTEMS.....	48
7.20 APPLICABLE LAWS (<i>WILL BE ADDED AT CONTRACT AWARD</i>).....	48
7.21 PRIORITY OF DOCUMENTS.....	49
7.22 DISPUTE RESOLUTION.....	49
ANNEX A – STATEMENT OF WORK	50
ANNEX B – VESSEL TRANSFER CERTIFICATE	66
ANNEX C – BIDDERS’ QUESTIONS AND CANADA’S RESPONSE	677
ANNEX D – RELEASE, WAIVER, AND ASSUMPTION OF RISK.....	68

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, Bidder's Questions & Canada's responses and other annexes.

1.2 Summary

1. The Canadian Coast Guard (CCG) has a requirement to dispose of, through Ship Breaking, the CCGS Alfred Needler. The Contractor will be required to prepare the vessel for transportation, transport the vessel to the Approved Site and subsequently break (dismantle and dispose or recycle) the vessel in an efficient and environmentally responsible manner in accordance with the Statement of Work – Annex "A".
2. The Contractor will have until **October 30, 2023** to remove the vessel from the Bedford Institute of Oceanography (BIO) in Dartmouth, Nova Scotia, and until **March 1, 2024** to complete the Work.
3. The Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal applied to this requirement.
4. There is a mandatory vessel viewing associated with this requirement. The viewing will held on **July 19, 2022** at the Bedford Institute of Oceanography (BIO) in Dartmouth, Nova Scotia, where the vessel is currently docked. See Part 2, article 2.5 for additional information.
5. Bidders must use the CPC Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.
6. 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*.

Solicitation No. - N° de l'invitation
F7044-230296/A
Client Ref. No. - N° de réf. du client
F7044-230296

Amd. No. - N° de la modif.
File No. - N° du dossier
006mer.F7044-230296

Buyer ID - Id de l'acheteur
006mer
CCC No./N° CCC - FMS No./N° VME

7. The Phased Bid Compliance Process applies to this requirement.

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, by telephone or in person (virtual meeting).

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) 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](#) (2023-06-08), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days
Insert: 120 days

Technical Difficulties of Bid Transmission

Despite anything to the contrary in (05), (06) or (08) of the Standard Instructions, where a Bidder has commenced transmission of its bid through an electronic submission method (such as facsimile or Canada Post Corporation's (CPC) Connect service, or other online service) in advance of the bid solicitation closing date and time, but due to technical difficulties, Canada was unable to receive or decode the entirety of the Bid by the deadline, Canada may nonetheless accept the entirety of the Bid received after the bid solicitation closing date and time, provided that the Bidder can demonstrate the following:

- (i) The bidder contacted Canada in advance of the bid solicitation closing date and time to attempt to resolve its technical difficulties; OR
- (ii) The electronic properties of the Bid documentation clearly indicate that all components of the Bid were prepared in advance of the bid solicitation closing date and time.

Completeness of the Bid

After the closing date and time of this bid solicitation, Canada will examine the Bid to determine completeness. The review for completeness will be limited to identifying whether any information submitted as part of the bid can be accessed, opened, and/or decoded. This review does not constitute an evaluation of the content, will not assess whether the Bid meets any standard or is responsive to all solicitation requirements, but will be solely limited to assessing completeness. Canada will provide the Bidder with the opportunity to submit information found to be missing or incomplete in this review within two business days of notice.

Specifically, the bid will be reviewed and deemed to be complete when the following elements have been submitted by the bidder:

1. That certifications and securities required at bid closing are included.
2. That bids are properly signed, that the bidder is properly identified.
3. Acceptance of the terms and conditions of the bid solicitation and resulting contract.

4. That all documents created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.
5. All certifications, declarations and proofs created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.

2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the bid solicitation.

Bidders must use Canada Post Corporation's (CPC) Connect service to submit their bids. For the National Capital Region (NCR), bidders must register by sending an email to the following address:

tpsgc.pareceptiondessoumissions-apbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

Bids will not be accepted if emailed directly to this email address. This email address is to be used to open a CPC Connect conversation, as detailed in Standard Instructions 2003, or to send bids through a CPC Connect message if the bidder is using its own licensing agreement for CPC Connect service.

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

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority **no later than ten (10)** calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the *Province of Ontario*.

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 Mandatory Vessel Viewing

1. A mandatory vessel viewing will be held at the Bedford Institute of Oceanography in Dartmouth, Nova Scotia on **July 19, 2023**. Bidders must consult the *Attachment 1* for additional information about the vessel viewing and instructions to access the vessel.

2. Bidders should provide, in writing, to the Contracting Authority, the name(s) of the person(s) who will be attending and a list of items they wish to table no later than 12 noon on **July 17, 2023**. Bidders will be required to sign an attendance sheet.

3. Bidders who do not attend the mandatory vessel viewing or do not send a representative will not be given an alternative appointment and their bid will be declared non-responsive.

4. Any clarifications or changes to the bid solicitation resulting from the vessel viewing will be included as an amendment to the bid solicitation.

2.6 Bidders Checklist

Bidders are encouraged to use the Bidder's Checklist found in *Attachment 2* for the preparation of their bid to ensure that all mandatory documentation/information is provided with their bid.

2.7 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.

Attachment 1 – Mandatory Vessel Viewing Information and Instructions

****All bidders must be on the official list sent to Public Services and Procurement Canada (PSPC) in order to attend the Vessel Viewing****

Date: July 26, 2023

Time: 12:00 (sign-in for 11:30) to 17:00

Location: Bedford Institute of Oceanography in Dartmouth, Nova Scotia

- The Contracting Authority or another representative of Canada will meet the attendees at 11:30 near the gate.
 - **Parking:** Attendees must sign-in at the gate. Parking for contractors will be available. A PSPC representative will meet you near the vessel.
 - **Picture ID:** Attendees will need a valid government issued picture ID to present to the commissionaires to access the vessel.
-

The information provided in the SOW with respect to the condition of the vessel is the best information available to CANADA. Bidders are responsible to make their own assessment and ensure the accuracy of such information.

Attendees will be allowed to take any tests, samples, measurements, etc. that will aid them in better understanding the scope of work.

IMPORTANT: The vessel is not properly ventilated, has no shore power and contain various types of Hazardous Materials/Wastes.

All attendees will receive a safety brief and must sign a release form acknowledging that touring the vessel is done at their own risk in advance of the vessel viewing.

Canada will not be supplying any safety gear or power (lighting) to the vessel. Attendees are required to bring flashlights or other lighting devises, and provide their own safety equipment suitable for touring the vessel. **Hard hat, safety boots and personal air/gas monitors are mandatory**, and it is recommended that attendees bring and wear the following during the vessel viewing:

- Eye protection/goggles; and
- Coveralls.

Solicitation No. - N° de l'invitation
F7044-230296/A
Client Ref. No. - N° de réf. du client
F7044-230296

Amd. No. - N° de la modif.
File No. - N° du dossier
006mer.F7044-230296

Buyer ID - Id de l'acheteur
006mer
CCC No./N° CCC - FMS No./N° VME

Attachment 2 - Bidder's Check List

This checklist is added to the bid solicitation to assist bidders in the preparation of their bid. Before submitting their bid, bidders should use this checklist to ensure all mandatory documentation and/or information are provided prior to bid closing. Bidders are not required to provide this check list with their bid.

RFP Ref.	Documentation/information to be provided with the Bid	Incl. with the Bid
General	Cover page of the RFP and all amendments are signed and included with the bid.	<input type="checkbox"/>
Part 2 – 2.4 Applicable Laws	Indicate applicable laws of another province or Canadian territory, if desired.	<input type="checkbox"/>
Part 2 – 2.5 Mandatory Vessel Viewing	Provide names of all person that will attend the vessel viewing. (on or before July 20, 2023)	<input type="checkbox"/>
Part 3 – 3.2 Section I: Technical Bid	All mandatory information or documentation as per the Attachment 3 – Mandatory Technical Evaluation Criteria.	<input type="checkbox"/>
Part 3 – 3.2.1 Contractor representative	Name, title and contact information of the Contractor's representative.	<input type="checkbox"/>
Part 3 – 3.3 Section II: Financial Bid – 3.3.1 Pricing Schedule	Pricing Schedule in accordance with article 3.3.1	<input type="checkbox"/>
Part 3 – 3.5 Section II: Financial Bid – 3.3.2 Electronic Payment of Invoices	Indication of which payment method is preferred, if desired.	<input type="checkbox"/>
Part 5 – 5.1.1 Integrity Provisions	Declaration of convicted offences, if applicable.	<input type="checkbox"/>
Part 5 – 5.2.1 Required Documentation	List of names as per the <i>Ineligibility and Suspension Policy, Article 17.</i>	<input type="checkbox"/>
Part 5 – 5.2.2 Fed. Contractors Program for EE – Bid Certification	Attachment 4 filled out.	<input type="checkbox"/>

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Bidders must submit their bid electronically using CPC Connect system in accordance with section 08 of the [2003](#) standard instructions. The CPC Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

Canada requests that the Bidder submits its bid in separately bound sections as follows:

- Section I: Technical Bid
- Section II: Financial Bid
- Section III: Certifications

Prices must appear in the financial bid only.

3.1.1 Hard Copy Submission

Delivery of bids in hard copy will not be accepted.

3.1.2 Transmission by Facsimile

Bids transmitted by facsimile will not be accepted.

3.2 Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Bidders must submit their technical bid in accordance with the *Attachment 3 – Mandatory Technical Evaluation Criteria*.

3.2.1 Contractor representative

Bidders must provide the name, the title and contact information (telephone and email) of their representative.

The representative will be contacted for any questions or communication required in regards to this Request for Proposals/Contract.

3.3 Section II: Financial Bid

Bidders must submit their financial bid in accordance with the following Pricing Schedule below and the following articles.

Solicitation No. - N° de l'invitation
 F7044-230296/A
 Client Ref. No. - N° de réf. du client
 F7044-230296

Amd. No. - N° de la modif.
 File No. - N° du dossier
 006mer.F7044-230296

Buyer ID - Id de l'acheteur
 006mer
 CCC No./N° CCC - FMS No./N° VME

All prices must appear in Canadian dollars.

3.3.1 Pricing Schedule

Item 1: The firm price include all work subject to this RFP in accordance with the SoW – Annex “A”, and the terms and conditions of the resulting contract. Bidders must provide the following cost breakdown. Additional expense lines may be added as required.

Description	Firm Price
Phase 1 – Preparation and transportation costs	\$ _____
Salary (number of employees _____ and hours _____)	\$ _____
Subcontractors:	
Oil, fuel and bilge water removal	\$ _____
Marine Surveyor	\$ _____
Insurance	\$ _____
Tug and Tug operator	\$ _____
Other (please specify _____)	\$ _____
Phase 2 – Removal of all liquids, equipment, machinery and clean-up	\$ _____
Other (please specify _____)	\$ _____
Phase 3 – Removal of hazmat and decontamination	\$ _____
Salary (number of employees _____ and hours _____)	\$ _____
Subcontractors:	
Crane operator	\$ _____
Removal of hazmat	\$ _____
Transportation of hazmat	\$ _____
Landfill or recycling facilities	\$ _____
Other (please specify _____)	\$ _____
Phase 4 – Ship Breaking	\$ _____
Overhead costs and profits	\$ _____
Other (please specify _____)	\$ _____
	Applicable taxes \$ _____
TOTAL	\$ _____ (CDN)

The firm price must include all costs including any permits/fees for the transportation of the vessel to the Approved Site.

Solicitation No. - N° de l'invitation
F7044-230296/A
Client Ref. No. - N° de réf. du client
F7044-230296

Amd. No. - N° de la modif.
File No. - N° du dossier
006mer.F7044-230296

Buyer ID - Id de l'acheteur
006mer
CCC No./N° CCC - FMS No./N° VME

3.3.2 Electronic Payment of Invoices

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete the following to identify which ones are accepted. If the following is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

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

- VISA Acquisition Card
- MasterCard Acquisition Card
- Direct Deposit (Domestic and International)
- Electronic Data Interchange (EDI)
- Wire Transfer (International Only)
- Large Value Transfer System (LVTS) (Over \$25M)

3.3.3 Exchange Rate Fluctuation

ID	Title – SACC Manual Clause(s)	Eff. date
C3011T	Exchange Rate Fluctuation	2013-11-06

3.4 Section III: Certifications

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

Attachment 3 – Mandatory Technical Evaluation Criteria

A mandatory requirement is described using the words "shall", "must", "will" "is required" or "is mandatory". A bid that does not meet all mandatory requirements will be found non-responsive without any further consideration.

The technical bid should only include the information/documentation required to evaluate the criteria listed below. Any additional information or documentation provided will not be reviewed by the evaluators. In addition, bidders must indicate in the evaluation table of each criteria the location and page number where the information /documentation to evaluate each criteria can be found in the bid.

For the purposes of this Attachment,

- “major” is defined as work which required professional engineering to ensure structural integrity of the vessel during and after construction or refit;
 - the example of a refit project must be on a ‘Vessel’ that is fitted with the equipment and systems for self-propulsion and is capable of overnight accommodation.
 - “ship breaking” is defined as the process of systematically scrapping the entire infrastructure of an obsolete vessel by dismantling and disposing or recycling all its component parts and hazardous materials.
 - “dead ship tow” is defined as the condition under which the main propulsion plant, boilers and auxiliaries are not in operation due to the absence of electrical power.
 - “successful completion of a project” is defined as having completed a project within the timelines and budget of a contract, and without having any environmental accident and injury requiring medical assistance by a medic, nurse or medical doctor.
 - “project water” is defined as any water through natural occurrence (rain, snow, precipitation) or introduced through ship breaking activities (washing, rinsing, cooling) to the vessel or the project area. Water that interacts with the vessel or project area, must be captured, contained, tested, and treated as necessary to remove pollutants prior to discharge of the “project water” into the environment.
-

1. Project Manager

The Bidder must demonstrate the experience of their proposed Project Manager in either:

- Ship breaking; or
- Ship Construction / Major Ship Refit.

Canada may request the resume of the Project Manager. If requested, the Bidder must provide within 48 hours of the request.

1.1 Project Manager Experience – Ship breaking

The Bidder must demonstrate that the proposed Project Manager has successfully completed a minimum of one (1) ship breaking project since July 2013 of a ship with a minimum Lightship Displacement Tonnage (LDT) of 800 MT.

OR

1.2 Project Manager Experience – Ship Construction / Major Ship Refit

The Bidder must demonstrate that the proposed Project Manager has successfully completed a minimum of two (2) ship construction and/or major ship refit projects since July 2013 of ships with a minimum Lightship Displacement Tonnage (LDT) of 800 MT.

If major refit projects are submitted as examples, to qualify for consideration the projects MUST have included major hull and/or structural modification and repair, where structure and ship's systems (e.g. electrical, piping, HVAC, Refrigeration) were modified.

1. Project Manager		
Criteria	Mandatory Criteria – MEETS:	Proposal Page Reference Number
<p>It is mandatory that the Bidder provide evidence of the proposed Project Manager's experience which includes:</p> <p>1.1 A minimum of one (1) ship breaking project since July 2013 on a ship with a minimum Lightship Displacement Tonnage (LDT) of 800 MT.</p> <p style="text-align: center;"><u>OR</u></p> <p>1.2 A minimum of two ship construction and/or major ship refit projects since July 2013 on ships with a minimum Lightship Displacement Tonnage (LDT) of 800 MT.</p>	<p>Y / N</p> <p style="text-align: center;"><u>OR</u></p> <p>Y / N</p>	

2. Ship breaking / Shipbuilding / Ship Refit Experience

The Bidder must demonstrate their experience in either:

- Ship breaking; or
- Shipbuilding / Major Ship Refit

2.1 Ship breaking

The Bidder must demonstrate it has successfully completed a minimum of one (1) ship breaking project since July 2013 of a ship with a minimum Lightship Displacement Tonnage (LDT) of 800 MT by providing an example of a ship breaking project which includes the following:

- a) **Sequencing Plan:** Provide a GANTT chart (in PDF format) or project overview plan that clearly demonstrates all of the following events:
 - i. Date and time of departure and arrival at Contractor's Approved Site (duration of transport);
 - ii. Dates when ship breaking began and was completed;
 - iii. Milestones showing the removal of each significant section and/or deck for the entire vessel; and
 - iv. Completion of all material disposal activities.
- b) **Use of Subcontractors:** Describe all of the work that was completed by subcontractors (if used) in a table format that shows contractor name, description of the work, and location of the work.
- c) **Hazardous Materials:** Describe the procedures, control plans, and record keeping processes used, including how and where the materials were disposed or recycled;

OR

2.2 Shipbuilding / Major Ship Refit

The Bidder must demonstrate it has completed a minimum of two (2) ship construction and/or major ship refits project since July 2013 of a ship with a minimum Lightship Displacement Tonnage (LDT) of 800 MT. Two (2) examples of ship construction and/or major ship refit projects, which include all information identified in **a-b**, must be provided.

- (a) **Sequencing Plan:** Provide a GANTT chart (in PDF format) or project overview plan that clearly demonstrates all of the following events:
 - i. Dates when refit or construction began and was completed;
 - ii. Key milestones achieved during the refit or construction project where significant progress was demonstrated.
- (b) **Use of Subcontractors:** Describe all of the work that was completed by subcontractors (if used) in a table format that shows contractor name, description of the work, and location of the work.

2. Ship breaking / Shipbuilding / Ship Refit Experience		
Criteria	Mandatory Criteria – MEETS:	Proposal Page Reference Number
<p>It is mandatory that the Bidder provide evidence of experience in Shipbreaking or Shipbuilding / Major Ship Refit.</p> <p>2.1 One (1) ship breaking project since July 2013 on a ship with a minimum Lightship Displacement Tonnage (LDT) of 800 MT.</p> <p style="text-align: center;"><u>OR</u></p> <p>2.2 Two (2) ship construction and/or major ship refit projects since July 2013 on a ship with a minimum Lightship Displacement Tonnage (LDT) of 800 MT.</p>	<p>2.1a Y / N 2.1b Y / N 2.1c Y / N</p> <p style="text-align: center;"><u>OR</u></p> <p>1st Ship 2.2a Y / N 2.2b Y / N</p> <p>2nd Ship 2.2a Y / N 2.2b Y / N</p>	

3. Dead Ship Transfer and Towing Experience

The Bidder must demonstrate it has experience in managing a dead ship tow. The Bidder must have managed a minimum of one (1) project that included an unmanned dead ship tow of a vessel with a Lightship Displacement Tonnage of at least 800 MT. The project must have been completed since July 2013.

The Bidder must provide the details of the completed tow. At a minimum, the details must include:

- a) Vessel's Lightship Displacement tonnage (LDT) and vessel particulars (length, beam, draft);
- b) Type of vessel;
- c) Tow distance, route, and date(s) of the tow;
- d) Subcontractor that completed the tow; and
- e) Details of the towing vessel(s) used to complete the tow.

3. Dead Ship Transfer and Towing Experience		
	Mandatory Criteria – MEETS:	Proposal Page Reference Number
It is mandatory that the Bidder provide evidence and understanding of dead ship towing.	3.0a Y / N	
	3.0b Y / N	
	3.0c Y / N	
The Bidder must have completed a minimum of one (1) project that included an unmanned dead ship tow of a vessel with a Lightship Displacement Tonnage of at least 800 MT. The project must have been completed in the since July 2013.	3.0d Y / N	
	3.0e Y / N	

4. Environmental Management Plan

The Bidder must provide one of the following:

- Environmental Protection Plan (EPP); or
- ISO 14001:2015 Certificate.

4.1 Environmental Protection Plan

The Bidder must provide an Environmental Protection Plan (EPP) that demonstrates its commitment to avoidance of adverse environmental impacts through implementation of best practices rooted in pollution prevention and the promotion of sound environmental practices.

The Environmental Protection Plan (EPP) must include all elements identified below:

- a) Description and / or identification of Site(s) for Hazardous Material disposal.
- b) Description and / or identification of any other approved disposal sites (i.e. municipal landfill site).
- c) Description and / or identification of recycling facility.
- d) Description of the method used and details for cleaning the tanks, piping, and bilge.
- e) A description of the method(s) used to capture and contain, conduct testing, and remediate all project water, at the site where ship-breaking activities will occur. Prior to discharging project water, the remediated water must meet the applicable municipal, provincial or federally regulated standards.
- f) Details of the engineering controls and personal protective equipment that will be used to minimize worker exposure to hazardous materials.
- g) Description of the vessel flood monitoring and response plan for the vessel while being transported and while alongside at the Approved Site.

OR

4.2 EMS Certificate and Project Water Management Plan

- a) A copy of the Bidder's current ISO 14001:2015 certificate. **The certificate must be valid for the location where the Work will occur and must be valid at the time of bid submission.**
- b) A description of the method(s) used to capture and contain all project water, and how the treatment and removal of all pollutants prior to the discharge of all project water from the site where ship-breaking activities will occur.

4. Environmental Management Plan		
Criteria	Mandatory Criteria – MEETS:	Proposal Page Reference Number
<p>It is mandatory that the Bidder provide an Environmental Protection Plan (EPP) that demonstrates its commitment to avoidance of adverse environmental impacts through implementation of best practices rooted in pollution prevention and the promotion of sound environmental practices.</p> <p>4.1 Evidence required is in the form of the complete Environmental Protection Plan in PDF format.</p> <p><u>OR</u></p> <p>4.2 A copy of the Bidder's current ISO 14001:2015 certificate and project water management plan.</p>	<p>4.1a Y / N 4.1b Y / N 4.1c Y / N 4.1d Y / N 4.1e Y / N 4.1f Y / N 4.1g Y / N</p> <p><u>OR</u></p> <p>4.2a Y / N 4.2b Y / N</p>	

5. Quality Management System

The Bidder must have in place a Quality Management System (QMS) consistent with the procedures required for by the International Organization for Standardization (ISO) to be ISO 9001:2015 certified.

The Bidder must provide one of the following:

- Quality Manual (or Plan); or
- ISO 9001:2015 Certificate

5.1 QMS

The Bidder must provide evidence of the QMS that it has in place at its Approved Site(s). Evidence required is in the form of the complete Quality Manual (or Plan) in PDF format.

OR

5.2 QMS Certificate

A copy of the Bidder's current ISO 9001:2015 certificate. **The certificate must be valid for the location where the Work will occur and must be valid at the time of bid submission.**

5. Quality Management System		
Criteria	Mandatory Criteria – MEETS:	Proposal Page Reference Number
It is mandatory that the Bidder have in place an Quality Management System (QMS) consistent with the procedures required for by the International Organization for Standardization to be ISO 9001:2015 certified.		
5.1 Evidence required is in the form of the complete Quality Manual (or Plan) in PDF format.	5.1 Y / N	
<u>OR</u>	<u>OR</u>	
5.2 A copy of the Bidder's current ISO 9001:2015 certificate.	5.2 Y / N	

6. Vessel Recycling Facility

The Bidder must provide information for the following sections:

6.1 Vessel Recycling Facility Location and Certification

The Bidder must provide the following information for each facility the Bidder intend(s) on using:

- a) Operating name of the Vessel Recycling Facility (company)
- b) The legal name of the Vessel Recycling Facility (company);
- c) Physical address of Vessel Recycling Facility;
- d) The name of the land or facility owner, if different than the operator;
- e) A written declaration from the Bidder that confirms the Bidder has permission from the facility owner to conduct relevant ship breaking activities and will have continued access to the facility for the entire duration of the project, if the facility is not owned by the Bidder.
- f) A written declaration from the Bidder stating that they have valid land use approval from Canadian municipal, provincial, or federal authority indicating that the site has the required permits / zoning to conduct the Work.

AND

6.2 Water Lot Tenure

The Bidder must provide a written declaration of a valid Water Lot Tenure from a municipal, provincial, or federal authority, indicating that the Bidder or landowner have the required water lot tenure (permit, license, lease) to conduct relevant ship breaking activities at the proposed site(s).

Additionally, the Bidder must provide a written declaration that the following activities are identified and permitted on their Water Lot Tenure at the proposed site(s):

- a) Storage or moorage of the vessel at the site(s);
- b) Removal of the Vessel from the Marine Environment at the site(s);
- c) Ship breaking if the Bidder intends to conduct relevant ship breaking activities while the vessel is on the water.

AND

6.3 Vessel Recycling Facility Description

The Bidder must include a detailed site map for each proposed facility which clearly indicates, at a minimum, the following areas:

- (a) vessel berthing, ship breaking area(s), and staging areas including keel clearance;
- (b) mechanism for removing the vessel from the marine environment (ie. dry-dock, graving dock, marine railway, etc.);
- (c) dismantling areas;
- (d) material holding areas;
- (e) hazardous materials storage areas;
- (f) decontamination areas;
- (g) first aid area(s);
- (h) environmental response materials and personal protective equipment (PPE) location(s); and
- (i) supplier's project office at the Vessel Recycling Facility.

6. Vessel Recycling Facility		
Criteria	Mandatory Criteria – MEETS:	Proposal Page Reference Number
It is mandatory that the Bidder provide information for the Vessel Recycling Facility.	6.1a Y / N 6.1b Y / N 6.1c Y / N 6.1d Y / N	
6.1 At minimum, the Vessel Recycling Facility Plan must include items identified in a-f.	6.1e Y / N 6.1f Y / N	
<u>AND</u>	<u>AND</u>	
6.2 The Bidder must provide a written declaration of a Water Lot Tenure and must include items identified in a-c as applicable. If not applicable it must be stated as not being applicable.	6.2a Y / N 6.2b Y / N 6.2c Y / N	
<u>AND</u>	<u>AND</u>	
6.3 At minimum, the Bidder must provide a clear and concise description of the physical location(s) of the Vessel Recycling Facility which includes all items identified in a-i.	6.3a Y / N 6.3b Y / N 6.3c Y / N 6.3d Y / N 6.3e Y / N 6.3f Y / N 6.3g Y / N 6.3h Y / N 6.3i Y / N	

7. Management Team

At a minimum, the Ship Recycling Plan must include the following management team. The Bidder must provide the name(s) of the individual that will occupy each position.

- (a) Project Manager;
- (b) Finance Manager;
- (c) Quality Control Manager;
- (d) Occupational Health and Safety Manager; and
- (e) Environmental Manager.

7. Management Team		
Criteria	Mandatory Criteria – MEETS:	Proposal Page Reference Number
It is mandatory that the Bidder provide a Ship Recycling Plan that describes the Bidder's management team for the proposed work.	7.1a Y / N 7.1b Y / N 7.1c Y / N 7.1d Y / N 7.1e Y / N	

8. Preliminary Project Schedule

8.1 The Bidder must propose its preliminary project schedule in accordance with the Work Period identified in the Contract, in MS Project or equivalent format. The project schedule must include the Bidder's work breakdown structure, the scheduling of main activities and milestone events (identified as part of the Schedule of Milestones of the resulting contract clauses, Part 7), and any potential problem areas involved in completing the Work. The main activities and milestone events for the vessel must include, at a minimum:

- (a) Submission of Project Plans to Technical and Contract Authorities (Milestone 1)
- (b) preparation prior to transportation of the vessel;
- (c) Care and Custody Transfer (Milestone 2)
- (d) transportation of the vessel;
- (e) arrival of the vessel at the Approved Site (Milestone 3);
- (f) cleaning of the vessel;
- (g) removal, transportation and disposal of Hazardous Materials (including lead paint, if applicable) (Milestone 4, 5 and 6);
- (h) start of dismantling of the vessel;
- (i) completion dismantling of the vessel;
- (j) removal of the vessel from the marine environment; and
- (k) documentation deliverables (Milestone 7).

Note: If the vessel will be transported to multiple sites, this will need to be reflected in the proposed project schedule.

8.2 The schedule must include the dismantling timeline of the vessel structure to indicate the sequence in which major vessel structure and equipment would be removed until completion of the dismantling.

CANADA will only allow work to be completed at the CCG location that is necessary to prepare the vessel for transportation.

8. Preliminary Project Schedule		
Criteria	Mandatory Criteria – MEETS:	Proposal Page Reference Number
8.1 It is mandatory that the Bidder provide a Ship Recycling Plan that describes the Bidder's project schedule for the proposed work.	8.1a Y / N 8.1b Y / N 8.1c Y / N 8.1d Y / N 8.1e Y / N 8.1f Y / N 8.1g Y / N 8.1h Y / N 8.1i Y / N 8.1j Y / N 8.1k Y / N	
8.2 The schedule must include the dismantling timeline of the vessel structure to indicate the sequence in which major vessel structure and equipment would be removed until completion of the dismantling.	8.2 Y / N	

9. Preliminary Transportation Plan

As part of the Ship Recycling Plan, the Bidder must provide a preliminary Transportation Plan to move the vessel from the current location to the proposed storage and Ship breaking site(s). At a minimum, the preliminary Transportation Plan must include the following:

- (a) preparation details, as well as all transportation methods required to transport the vessel from its current location to each of the Bidder's proposed storage and Ship breaking site(s);
- (b) stability considerations during transport and storage;
- (c) anticipated schedule and route including safe harbour(s);
- (d) a description of how the Bidder will monitor the vessel during transportation for flooding, pollution discharge(s), or any other marine emergencies which may occur.

If the vessel will be towed, the following must be included in the preliminary Transportation Plan for each leg of the vessel tow:

- (e) surveys and stability considerations required for safe-to-tow certification/vessel survey for towing;
- (f) towing arrangement contingency plan in case of towline breakage;
- (g) anticipated towing limitations;
- (h) anticipated draft;
- (i) proposed route plan overlayed on a marine chart(s) or digital chart software for the entire tow that provides evidence that the proposed route provides necessary keel clearance at the vessel's anticipated draft..

9. Preliminary Transportation Plan		
Criteria	Mandatory Criteria – MEETS:	Proposal Page Reference Number

Solicitation No. - N° de l'invitation
 F7044-230296/A
 Client Ref. No. - N° de réf. du client
 F7044-230296

Amd. No. - N° de la modif.
 File No. - N° du dossier
 006mer.F7044-230296

Buyer ID - Id de l'acheteur
 006mer
 CCC No./N° CCC - FMS No./N° VME

It is mandatory that the Bidder provide a Ship Recycling Plan that describes the Bidder's preliminary transportation plan for the proposed work.	9.1a	Y / N	
	9.1b	Y / N	
	9.1c	Y / N	
	9.1d	Y / N	
	9.1e	Y / N	
	9.1f	Y / N	
	9.1g	Y / N	
	9.1h	Y / N	
	9.1i	Y / N	

10. Preliminary Recycling Plan

The Bidder must provide a Preliminary Recycling Plan that describes its approach and methodology to complete the Work and outline step-by-step proposed methodology for disposing/recycling of the vessel, including:

- (a) process for the removal and disposal of Hazardous Wastes onboard the ship(s).
- (b) specific equipment needed;
- (c) how the structure of the vessel will be dismantled (sequence); and
- (d) how vessel stability will be maintained and monitored during storage in the water and on land;

10. Preliminary Recycling Plan		
Criteria	Mandatory Criteria – MEETS:	Proposal Page Reference Number
It is mandatory that the Bidder provide a Ship Recycling Plan that describes the Bidder's approach and methodology to complete the proposed work.	10.0a Y / N 10.0b Y / N 10.0c Y / N 10.0d Y / N	

Solicitation No. - N° de l'invitation
F7044-230296/A
Client Ref. No. - N° de réf. du client
F7044-230296

Amd. No. - N° de la modif.
File No. - N° du dossier
006mer.F7044-230296

Buyer ID - Id de l'acheteur
006mer
CCC No./N° CCC - FMS No./N° VME

11. Subcontractor(s)

The Bidder must provide a list of all subcontractors that the Bidder intends to use to complete the Work. For each subcontractor listed, the Bidder must include the following:

- (a) a description of the Work to be performed; and
- (b) the location where the Work will be completed.

11. Subcontractors		
Criteria	Mandatory Criteria – MEETS:	Page Proposal Page Reference Number
It is mandatory that the Bidder provide a list of subcontractors that the Bidder intends to use to complete the proposed work.	11.0a Y / N 11.0b Y / N	

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; and
- (c) Canada will use the Phased Bid Compliance Process described below.

4.1.1 Phased Bid Compliance Process

4.1.1.1 General

(a) Canada is conducting the Phased Bid Compliance Process (PBCP) described below for this requirement.

(b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE.

THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

(c) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) [2003](#) (2023-06-08) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right.

(d) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

4.1.1.2 Phase I: Financial Bid

(a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.

(b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.

(c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.

(d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders must not be entitled to submit any additional information in respect of their Financial Bid.

(e) The Bidders who have been sent a Notice will have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.

(f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments will be identified by the Bidder and only these adjustments will be made. All submitted information must comply with the requirements of this solicitation.

(g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, only that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.

(h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid will be considered non-responsive and will receive no further consideration.

(i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

4.1.1.3 Phase II: Technical Bid

(a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.

(b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bids has failed to meet. A Bidder whose Bids have been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bids have been found responsive to the requirements reviewed at Phase II. Such Bidder will not be entitled to submit any response to the CAR.

(c) A Bidder will have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.

(d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder will identify such additional changes, provided that its response must not include any change to the Financial Bid.

(e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bids, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.

(f) Any changes to the Bids submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, only that part of the original Bid as is permitted in this Section.

(g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder will bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid.

(h) Canada will determine whether the Bids are responsive for the requirements reviewed at Phase II, considering such additional or different information as may have been provided by the Bidder in accordance with this Section. If the Bid (technical) is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bids must be considered non-responsive and will receive no further consideration.

(i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

4.1.1.4 Phase III: Final Evaluation of the Bid

(a) In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

(b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

4.2 Evaluation

4.2.1 Mandatory Technical Criteria

In order to be compliant, bidder's technical bid must, to the satisfaction of Canada, meet all mandatory requirement and provide all information required in *Attachment 3 – Mandatory Technical Evaluation Criteria*.

The Phased Bid Compliance Process will apply to all mandatory technical criteria.

4.2.2 Financial Criteria

In order to be compliant, bidder's financial bid must, to the satisfaction of Canada, meet all requirement and provide all information required under *Part 3, Section III - Financial Bid*.

4.3 Evaluation of Price

ID	Title – SACC Manual Clause(s)	Eff. date
<u>A0220T</u>	Evaluation of Price	2014-06-26

4.4 Basis of Selection

A bid must comply with all requirements of the bid solicitation 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 Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified 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](#) website.

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 *Federal Contractors Program for Employment Equity - Certification - **Attachment 4***, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority a completed **Attachment 4 - Federal Contractors Program for Employment Equity - Certification**, for each member of the Joint Venture.

5.2.3 Work Period

Work must commence and be completed as follows:

- (a) work must commence at contract award date;
- (b) the vessel must be removed from the Bedford Institute of Oceanography in Dartmouth, Nova Scotia and transported to the Approved Site by **October 30, 2023**;
- (c) all Work must be completed and all deliverables received by **March 1, 2024**.

By submitting a bid, the Bidder certifies that it has sufficient material and human resources allocated or available and that the above work period is adequate to complete the Work.

5.2.4 Along-side area/facility Certification

By submitting a bid, the Bidder certifies that for all ship breaking operations to be completed along-side, it will have uninterrupted access to the along-side area/facility for the entire Work Period identified in the Contract.

If requested by the Contracting Authority, the Bidder will have to provide evidence it has the required access for the entire Work Period within 72 hours of the request.

5.2.5 Dry Dock and Equipment Certification

Only applies if the vessel will be dismantled in dry dock.

By submitting a bid, the Bidder certifies that for all ship breaking operations to be completed using dry dock, it will have uninterrupted access to the dry dock for the entire Work Period identified in the Contract.

The Bidder also certifies that all equipment utilized to remove the vessel from the water, including crane(s), dry dock, marine railway, and/or graving dock is certified by a classification society or accredited professional Engineer or Naval Architect. This certification must indicate the maximum weight capacity and be valid for the entire work period, with a schedule to inspect and re-certify.

Before contract award, the Bidder may be required to demonstrate, to the satisfaction of Canada, that the certified capacity of the docking facility, marine railway and graving dock, as applicable, including any means or conveyance to remove the vessel from the water, is adequate for the anticipated loading in accordance with the related dry docking plans and other documents.

The information and documents that may be required are:

- (a) detailed keel block load distribution sketches and blocking stability considerations;
- (b) the supporting calculations to show the adequacy of the proposed docking arrangement;
- (c) valid certification (issued within the past two (2) years) of the capacity and condition of the docking facility to be used for the Work provided by a recognized consultant or classification society.

If required, bidders will have to provide the certification, information and the document within five (5) calendar days after the request by email from the Contracting Authority.

Although a dry docking facility may have a total capacity greater than the vessel to be docked, the weight distribution of the vessel may cause individual block loading to be exceeded. Also, while the physical dimensions of a dry docking facility may indicate acceptability for docking of a specific vessel, other limitations such as spacing of rails on a marine railway, concrete piers of abutments adjoining the dry dock may, preclude the facility from being considered as a possible dry docking site and render the bid non-responsive.

5.2.6 Facilities – Subcontracted Facilities Letter of Agreement

Where the Bidder will be using subcontractor owned facilities, the Bidder certifies that it has an agreement with the owner indicating that he has agreed to make the facility available to the Bidder during the entire Work Period identified in the Contract for the purpose intended.

If requested by the Contracting Authority, the Bidder will have to provide a lease or other contractual documentation signed by the owner within five (5) calendar days of the request.

5.2.7 Health and Safety

By submitting a bid, the Bidder certifies it has an Occupational Health and Safety (OH&S) Management System in place at its Approved Site and has procedures in place to protect its employee from the following elements:

- (a) gas freeing for burning and welding operations;
- (b) performing burning operations on steel and aluminum covered in layers of paint exceeding 0.5% weight-to-weight of lead;
- (c) asbestos abatement;
- (d) handling PCB laden cabling at a concentration exceeding 50 parts per million by weight of PCBs;
- (e) mold abatement; and
- (f) confined space entry.

If requested by the Contracting Authority, the Bidder will have to provide these procedures within five (5) calendar days of the request.

5.2.8 Status and Availability of Resources

ID	Title – SACC Manual Clause(s)	Eff. date
A3005T	Status and Availability of Resources	2010-08-16

5.2.9 Workers Compensation Certification – Letter of Good Standing

The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

If requested by the Contracting Authority, the Bidder must provide, within five (5) calendar days following the request, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account.

Solicitation No. - N° de l'invitation
F7044-230296/A
Client Ref. No. - N° de réf. du client
F7044-230296

Amd. No. - N° de la modif.
File No. - N° du dossier
006mer.F7044-230296

Buyer ID - Id de l'acheteur
006mer
CCC No./N° CCC - FMS No./N° VME

5.2.10 Valid Labour Agreement

Where the Bidder has a labour agreement, or other suitable instrument, in place with its unionized labour, it must be valid for the proposed period of any resulting contract. If requested by the Contracting Authority, documentary evidence of the agreement or suitable instrument must be provided within five (5) calendar days following the request.

Attachment 4 - 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).

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

There are no security requirements associated with this requirement.

6.2 Financial Capability

ID	Title – SACC Manual Clause(s)	Eff. date
<u>A9033T</u>	Financial Capability	2012-07-16

6.3 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 *Part 7 – Resulting Contract Clauses*.

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 Requirement

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

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

[2030](#), (2022-12-01), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

[1031-2](#), (2012-07-16), General Conditions – Contract Cost Principles, apply to and form part of the Contract.

7.2.2 Supplemental General Conditions

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

- (a) Wherever the term "construction" is used, substitute "disposal/recycling";
- (b) Section 5, 9 and 12 are deleted;
- (c) In section 11, delete "Vessel" and substitute "Work"; and
- (d) Delete the text for section 10 and replace with:

Until the completion of the Contract, the Contractor is responsible for and must pay all expenses of wharfage, transportation/towage, dockage, running lines, electric light, heating water and all other charges, fees, expenses and disbursements for or incidental to the disposal/recycling of the vessel.

If there is a conflict between the provisions of [2030](#) and this document, this document prevails.

7.3 Security Requirements

There are no security requirements associated with this requirement.

7.4 Term of Contract

7.4.1 Work Period – Marine

Work must commence and be completed as follows:

- (a) Work must commence at the contract award date;
- (b) The vessel must be transported from the Bedford Institute of Oceanography in Dartmouth, Nova Scotia by **October 30, 2023**;
- (c) All Work must be completed and all deliverables received by **March 1, 2024**.

Solicitation No. - N° de l'invitation
F7044-230296/A
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File No. - N° du dossier
006mer.F7044-230296

Buyer ID - Id de l'acheteur
006mer
CCC No./N° CCC - FMS No./N° VME

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Kimberly Walker, Supply Specialist
Public Services and Procurement Canada (PSPC)
Ship Disposal Division (MNRD)

Tel: 506-429-2815
E-mail: kimberly.walker@pwgsc-tpsgc.gc.ca

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

7.5.2 Project Authority/Technical Authority *(will be provided at contract award)*

The Project Authority/Technical Authority for the Contract is:

Name:
Title:
Address:
Telephone:
E-mail address:

The Project Authority/Technical 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/Technical Authority; however, the Project Authority/Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

7.5.3 Inspection Authority

The Project Authority is the Inspection Authority. The Work, processes, procedures and all deliverables are subject to inspection by the Inspection Authority or representative.

7.5.4 Contractor's Representative *(will be provided at contract award)*

Name:
Title:

Telephone:
E-mail address:

7.6 Payment

7.6.1 Basis of Payment *(info will be provided for contract award)*

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ _____. Customs duties are included and Applicable Taxes are extra.

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

7.6.2 Milestone Payments

1. Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract, up to 90 percent of the amount claimed and approved by Canada if:

- (a) An accurate and complete claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) The total amount for all milestone payments paid by Canada does not exceed 90 percent of the total amount to be paid under the Contract;
- (c) All the certificates appearing on form [PWGSC-TPSGC 1111](#) have been signed by the respective authorized representatives;

2. The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all Work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted.

7.6.3 Schedule of Milestones *(amounts will be added for contract award)*

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

Mil. #	Description	Work Completed / Deliverable(s)	%	Amount
1	Review and Acceptance of Contractor's Plans	Ship Recycling Plan, Environmental Protection Plan, Quality Plan, and Project Schedule documents received and accepted by Canada.	5	
2	Transportation Preparation Complete and Transfer of Care and Custody	Transportation Plan accepted and all certifications for transportation in place. Vessel Transfer Certificate fully signed and executed. (Annex B)	10	

3	Ship Arrival at Contractor Facility	Ship arrival at Contractor facility as witnessed by Canada representative.	5	
4	Hazardous Materials identified, removed, and prepared for transfer	All Hazardous Materials have been identified, removed from the identified location onboard, and have been prepared for transfer to the final remediation site in accordance with all Canadian laws and regulations.	25	
5	Ship completely remediated of Hazardous Waste (except lead paint)	All Hazardous Wastes (except lead paint) identified have been disposed in accordance with the Annex A - SoW.	20	
6	Ship completely remediated of all lead paint	All lead paint has been disposed of in accordance with the SoW. Note: If no lead paint, this milestone can be invoiced with Milestone #5.	5	
7	Completion/acceptance of Work and reception of final deliverables	All work completed and disposal certificates, and all deliverables provided and accepted by Canada.	30	
			100	

7.6.4 Electronic Payment of Invoices (*info will be added for contract award*)

The Contractor accepts to be paid using _____.

7.6.5 SACC Manual Clause

ID	Title – SACC Manual Clause(s)	Eff. date
<u>A9117C</u>	T1204 - Direct Request by Customer Department	2007-11-30
<u>C2000C</u>	Taxes - Foreign-based Contractor	2007-11-30
<u>H4500C</u>	Lien - Section 427 of the Bank Act	2010-01-11

7.6.6 Salvageable Items

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 Canadian Coast Guard marking on salvageable items must be removed as the items are removed from the vessel.

7.7 Invoicing Instructions

1. The Contractor must submit a claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment.

Each claim must show:

- (a) all information required on form [PWGSC-TPSGC 1111](#);
- (b) all applicable information detailed under the section entitled "Invoice Submission" of the general conditions; and
- (c) the description and value of the milestone claimed as detailed in the Contract.

Each claim must be supported by any supporting documentation requested by the Contracting Authority.

2. Applicable Taxes, must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.

3. The Contractor must prepare and certify the claim on form [PWGSC-TPSGC 1111](#), and forward it (electronically via email) to the Project Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.

4. The Project Authority will then forward the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.

5. The Contractor must not submit claims until all work identified in the claim is completed and the associated deliverables have been delivered and approved by Canada.

7.8 Certifications and Additional Information

7.8.1 Compliance

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

7.8.2 Permits, Licenses and Certificates

The Contractor must obtain and maintain valid business licenses and/or permits from municipal, provincial, or federal authority indicating that facilities or sites (including waterside access, if applicable) used for ship breaking activities are authorized and permitted to operate for this purpose for the entire duration of the project.

The Contractor is responsible for any charges imposed by such legislation or regulations. Upon request, the Contractor must provide a copy of any such permit, license or certificate to Canada.

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

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

7.9 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Articles **7.9.1**, **7.9.2**, **7.9.3** and **7.9.4** below. 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.

7.9.1 Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

2. The Commercial General Liability policy must include the following:

- (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
- (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
- (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)

- (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- (j) Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
- (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- (l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- (m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- (n) n/a
- (o) n/a
- (p) n/a
- (q) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- (r) 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.

7.9.2 Marine Liability Insurance

1. The Contractor must obtain protection and indemnity insurance that must include excess collision liability and pollution liability. The insurance must be placed with a member of the International Group of Protection and Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the Marine Liability Act, S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by Worker's Compensation as detailed in paragraph (2.) below.

2. The Contractor must obtain worker's compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the territory or province or state of nationality, domicile, employment, having jurisdiction over such employees. If the Contractor is subject to an additional contravention, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.

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

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

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
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For other provinces and territories, send to:

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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.

7.9.3 Environmental Impairment Liability Insurance

1. The Contractor must obtain Contractors Pollution Liability and Contractors Professional Liability insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$1,000,000 per accident or occurrence and in the annual aggregate.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The Contractors Pollution Liability and Contractors Professional 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 as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - (b) Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - (c) Separation of Insureds: The policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - (d) Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - (e) Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.
 - (f) Storage Tank Third-Party Liability - The policy must extend to off-site third party bodily injury and property damage due to releases from storage tanks (above and below ground). Coverage must include corrective action and clean-up due to releases from storage tanks.

- (g) 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,
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234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

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

7.9.4 Automobile Liability Insurance

1. The Contractor must obtain Automobile 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.
2. The policy must include the following:
 - (a) Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence;
 - (b) Accident Benefits - all jurisdictional statutes;
 - (c) Uninsured Motorist Protection; and
 - (d) 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.

7.10 Subcontracting

Subject to the General Conditions, the Contractor must obtain the Contracting Authority's written consent before subcontracting or permitting the subcontracting of any part of the Work. A subcontract includes a contract entered into by any subcontractor at any tier to perform any part of the Work. Refer to the General Conditions for additional information.

7.11 Environmental Protection

The Contractor and its sub-contractors engaged in the Work on a Canadian vessel must carry out the Work in compliance with applicable municipal, provincial and federal environmental laws, regulations and the guidelines of the International Maritime Organization (IMO) for the Safe and Environmentally Sound Recycling of Ships.

The Contractor must have detailed procedures and processes for identifying, removing, tracking, storing, transporting and disposing of all potential pollutants and hazardous material encountered, to ensure compliance as required above. The Contractor must maintain in force their Environmental Protection procedures through the course of the Contract.

If required by Canada, all waste disposal certificates are to be provided to the Project Authority, with information copies sent to the Contracting Authority. Furthermore, additional evidence of compliance with municipal, provincial and federal environmental laws and regulations is to be furnished by the Contractor to the Contracting Authority when so requested.

The Contractor must have environmental emergency response plans and/or procedures in place. Contractor and subcontractor employees must have received the appropriate training in emergency preparedness and response. Contractor personnel engaging in activities which may cause environmental impacts or potential non-compliance situations, must be competent to do so on the basis of appropriate education, training, or experience.

7.12 Fire Protection, Fire Fighting and Training

The Contractor must maintain in force their fire protection, firefighting and training procedures through the course of the Contract.

7.13 Diving Operations

The Contractor must conduct all diving work in accordance with the Canada Occupational Health and Safety Regulations.

7.14 Vessel Transfer

All pre-tow/lift ship/transfer certifications including the complete tow plan/lift ship, tow/lift ship risk assessment, Marine Hull Surveyor Report, insurance and liability, tow/lift ship company and tug/lift ship particulars including a copy of all permits/fees must be provided to Canada before Care and Custody of the vessel is transferred to the Contractor. The Care and Custody of the vessel will remain with the Contractor until the Work is complete and accepted by Canada.

The Vessel Transfer Certificate is included in **Annex B**.

7.15 Vessel Ownership

If the Contractor is in default in carrying any of its obligations under the Contract, Canada, or its agents, will have the immediate right to enter the shipyard, without first obtaining a court order, to take possession of the vessel and to perform any further work required to enable the vessel to be removed from the shipyard.

7.16 SACC Manual Clauses

ID	Title – SACC Manual Clause(s)	Eff. date
A1009C	Work Site Access	2008-05-12
B6100C	Stability	2008-05-12
A0290C	Hazardous Waste – Vessels	2008-05-12
A9055C	Scrap and Waste Material	2010-08-16
A9019C	Hazardous Waste Disposal	2011-05-16
A9068C	Government Site Regulations	2010-01-11
A2000C	Foreign Nationals	2006-06-16

7.17 Berthing, Mooring and Docking *(not applicable if vessel is in dry-dock)*

In addition to ensuring the stability of the vessel during the completion of the Work, the Contractor must berth and moor the vessel for the duration of the Contract period. The Contractor must supply all mooring lines and labour required in berthing, mooring and casting off for the vessel.

Canada must have unrestricted access to the vessel at all times.

7.18 Meetings, Reports and Project Schedule

7.18.1 Kick-off Meeting

Within 72 hours of contract award, the Contractor must contact the Contracting Authority and the Project Authority to set-up a kick-off meeting. The meeting will take place at the Contractor's facility or as instructed by the Contracting Authority.

The kick-off meeting will be chaired by the Contracting Authority. At the meeting, Canada and the Contractor will introduce key personnel. Parties will review the contractual obligations and the preliminary Ship Recycling Plan and other plans. All concerns by Canada must be addressed by the Contractor and the Plans must be updated accordingly.

The Contractor will have five (5) calendar days to provide the final plans to Canada for approval by the Project Authority before work commence.

Once the Plans are approved by Canada, the Contractor must keep the schedule and the plans updated accordingly. Any change to the schedule or plans must be immediately reported to the Project Authority and the Contracting Authority.

7.18.2 Progress Report

1. The Contractor must submit a monthly progress report, in electronic format, on the progress of the Work, to both the Project Authority and the Contracting Authority.

2. The progress report must contain two parts:

Part 1: The Contractor must answer the following questions:

- (a) is the project on schedule?
- (b) is the project within budget?
- (c) is the project free of any areas of concern in which the assistance or guidance of Canada may be required?
- (d) is the project free of any health and safety incident?
- (e) is the project free of any environmental incident?

Each negative response must be supported with an explanation. If an incident occurred, the response must include preventive measures to ensure such incident will not occur again.

Part 2: A narrative report, brief, yet sufficiently detailed to enable the Project Authority to evaluate the progress of the Work, containing as a minimum:

- (a) a description of the progress of each task and of the Work as a whole during the period of the report. Sufficient sketches, diagrams, photographs, etc., must be included to describe the progress accomplished. For the breaking phase, the progress must show the sections of the vessel (sequence), the planned start and end date, and the completion rate (%);
- (b) an explanation of any variation from the Ship Recycling Plan;
- (c) a description and quantities of reused, recycled and disposed products and materials.

Any deviation from the Ship Recycling Plan (including the schedule and other plans) must be reported to the Contracting Authority and the Project Authority immediately as the deviation is known by the Project Manager.

7.18.3 Progress Meeting

Progress meetings, chaired by the Contracting Authority, will take place at the Contractor's facility or as instructed by the Contracting Authority as and when required, generally bi-weekly. Interim meetings may also be scheduled. Contractor's attendees at these meetings will, as a minimum, be the Project Manager, the Occupational Health & Safety Manager, the Environmental Manager, and the Quality Assurance Manager.

The meetings may be held by videoconference. The Contractor must use a videoconferencing service used by Canada and available to the Contracting Authority and the Project Authority.

7.18.4 Project Schedule

The Contractor must provide a detailed project schedule in MS Project or equivalent format to the Contracting Authority and the Project Authority five (5) calendar days after award of Contract.

The Project Schedule must include the work breakdown structure, the scheduling of the following main activities and identify all milestones listed in the Schedule of Milestone with a target date for each.

The main activities must include, at a minimum:

- (a) target date for each milestone part of the Schedule of Milestones of the resulting contract clauses, Part 7;
- (b) preparation prior to transportation of the vessel;
- (c) transportation of the vessel;
- (d) arrival of the vessel at the Approved Site;
- (e) cleaning the vessel;
- (f) removal, transportation and disposal of Hazardous Materials;
- (g) start and end of dismantling of the vessel (must include the dismantling timeline of the vessel structure to indicate the sequence in which major vessel structure and equipment would be removed until completion of the dismantling);
- (h) removal of the vessel from the marine environment; and
- (i) delivery of deliverables.

The schedule must be updated and provided to Canada when a change to the schedule occur.

7.19 ISO 9001:2015 - Quality Management Systems

In the performance of the Work described in the Contract, the Contractor must comply with the requirements of :

ISO 9001:2015- Quality management systems - Requirements, published by the International Organization for Standardization (ISO), current edition at date of submission of Contractor's bid.

The Contractor's quality management system must address each requirement contained in the standard.

7.20 Applicable Laws *(will be added at contract award)*

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the *Province/Territory of* _____.

7.21 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the Supplemental General Conditions [1028](#) (2010-08-16) Ship Construction - Firm Price, as amended;
- (c) the General Conditions [2030](#) (2022-12-01) - Higher Complexity - Goods;
- (d) the General Conditions [1031-2](#) (2012-07-16) - Contract Cost Principles;
- (e) Annex "A", Statement of Work;
- (f) Annex "B", Vessel Transfer Certificate;
- (g) Annex "C", Bidders' Questions and Canada's Responses; and
- (h) the Contractor's bid dated, _____.

7.22 Dispute Resolution

1. The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
2. 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.
3. 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.
4. Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

Solicitation No. - N° de l'invitation
F7044-230296/A
Client Ref. No. - N° de réf. du client
F7044-230296

Amd. No. - N° de la modif.
File No. - N° du dossier
006mer.F7044-230296

Buyer ID - Id de l'acheteur
006mer
CCC No./N° CCC - FMS No./N° VME

FISHERIES AND OCEANS CANADA CANADIAN COAST GUARD

Annex A – Statement of Work

RECYCLING / DISPOSAL of CCGS Alfred Needler

1. INTRODUCTION	52
2. OBJECTIVE	ERROR! BOOKMARK NOT DEFINED.
3. BACKGROUND	52
4. SCOPE OF WORK	53
5. CONDUCT OF WORK	54
5.1 VESSEL STABILITY	54
5.2 BERTHING, MOORING, AND DOCKING	54
5.3 DETAILED RECORDS	54
5.4 RECOVERABLE ITEMS FOR THE CANADA	54
6. REQUIREMENTS	55
6.1 SITE CONTROL AND SECURITY	55
6.2 FACILITY PARKING	56
6.3 TRANSPORTATION PREPARATION	56
6.4 TRANSPORTATION REQUIREMENTS	56
6.5 STANDARDS, REGULATIONS, AND CODES	56
7. OCCUPATIONAL HEALTH AND SAFETY	57
7.1 HAZARD ASSESSMENTS	57
7.2 SAFETY SUPERVISION AND INSPECTIONS	57
7.3 TRAINING	57
7.4 ACCIDENT REPORTING	58
7.5 SITE RECORDS	58
7.6 NON-COMPLIANCE	58
7.7 HAZARDOUS PRODUCTS	58
7.8 CONFINED SPACES	58
7.9 DIVING OPERATIONS	59
7.10 HOT WORK	60
8. HAZARDOUS MATERIALS AND MISCELLANEOUS ITEMS	60
8.1 GENERAL	60
8.2 PAINT	60
8.3 ASBESTOS CONTAINING MATERIAL	60
8.4 LIQUID OR SEMI-SOLID WASTE	61
8.5 MISCELLANEOUS ITEMS	61
8.6 TRACKING OF MATERIAL	61
9. TRANSPORTATION PLAN	62
10. QUALITY MANAGEMENT PLAN	62
11. DELIVERABLES	62
12. PROJECT COMPLETION	63
13. DEFINITIONS	64
14. REFERENCE DOCUMENTS	64

1. INTRODUCTION

The Canadian Coast Guard (CCG) requires the Contractor to transport, deconstruct, and dispose of the CCGS *Alfred Needler*. The CCGS *Alfred Needler* is a 50.3 meter vessel built in 1982 by Ferguson Industries Limited in Pictou, Nova Scotia. The CCGS *Alfred Needler* is currently located at the Bedford Institute of Oceanography in Dartmouth, Nova Scotia.

Throughout this Statement of Work, the CCGS *Alfred Needler* will be referred to as the “*Vessel*”.

2. OBJECTIVE

The objective is to transport, deconstruct, and dispose of all material associated with the CCGS *Alfred Needler*, in an efficient and environmentally responsible manner that is conforming to Canadian Laws and the terms of the contract.

3. BACKGROUND

The Department of Fisheries and Oceans / Canadian Coast Guard (CCG) has a large fleet of vessels stationed at numerous locations throughout Canada. As these vessels become surplus, through age or changing requirements, the Department must dispose of them in an environmentally responsible manner.

The CCGS *Alfred Needler* was built in 1982 by Ferguson Industries Limited in Pictou, Nova Scotia and was deemed surplus to the fleet in 2023 after 41 years of service. *Vessel* details are as follows:

CCGS <i>Alfred Needler</i>
Length: 50.3 meters Breadth: 11.0 meters Draft: 4.9 meters Gross Tonnage: 958.9 tons Net Tonnage: 225.0 t Build Material: Steel Official Number: 800746 Builder: Ferguson Industries Limited Year Built: 1982

In preparation for disposal of the *Vessel*, a formal and comprehensive environmental survey was conducted and the results are provided in the Environmental Disclosure Report (see **Section 14**). The results outlined in this report can be used as an indication of the environmental status of the *Vessel*.

Prior to the environmental survey, almost all reasonably accessible environmentally hazardous materials, including new materials and waste products were removed from the *Vessel*. However, it must be assumed that the following controlled waste materials are present on the *Vessel* and will require the appropriate mitigation measures by the Contractor to address each:

1. Asbestos
2. Anti-fouling & corrosion inhibiting coatings
3. Compressed gasses
4. Volatile Organic Compounds (adhesives, solvents, etc.)
5. Petroleum, Oil & Lubricants (POL)
6. Metals (Beryllium, Cadmium, Chromium, Copper, Lead Mercury, etc.)

7. Polychlorinated Biphenyl (PCBs) These are within the maximum allowable concentration of PCBs per equipment, 50 parts per million by weight.
8. Fungicides & Pesticides
9. Toxic mould or mildew accumulations.

Note: The Asbestos-Containing Materials Reassessment Report and Lead PMI Report are provided as reference only. Canada is not responsible should the information be different from the Contractor's assessments or if any additional or different hazardous materials are found on the vessel. The Contractor is responsible to conduct its own assessments to determine the types, locations and quantities of hazardous materials found in the *Vessel*.

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.

4. SCOPE OF WORK

The Contractor must:

- a. prepare and arrange for tow or transportation of the *Vessel* from its current location at the Canadian Coast Guard Base in Dartmouth, Nova Scotia to an **Approved Site** ("**Approved Site**") for complete deconstruction and disposal in accordance with Canadian Laws and the terms of the Contract.
- b. take measures to mitigate the risk of fire and flood, and of contaminated materials impacting the environment or the Approved Site during the transportation, deconstruction, and disposal of the *Vessel*.
- c. 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.
- d. ensure all licenses, leases and/or permits from Municipal, Provincial, or a Federal authority indicate that the facilities or sites (including water lot tenure) are authorized and permitted to operate for the entire duration of the project.
- e. recycle any steel, stainless steel, and aluminum or other recyclable materials onboard the *Vessel*. The *Vessel* is considered dismantled once the hull is cut into sections that can be legally transported with equipment available.
- f. dispose of all other non-recyclable materials in an environmentally responsible manner, in compliance with all Federal, Provincial, and Municipal regulations.
- g. complete all work in accordance with Federal, Provincial, and Municipal Regulations.
- h. provide detailed documentation (waybill, material receipt, certificate, etc.) from the receiving facility for all disposed and recycled material indicating final disposition of all materials from the *Vessel* at its final location. This information must be remotely accessible for the duration of the project, in a digital workspace that includes scanned images of the waybills, receipts, etc. as well as a transactional summary by material type that identifies information for each freight shipment. This must be accessible by Canada and updated within five (5) business days of shipment. This information includes, but is not limited to, the following:
 - i. Hazardous Waste Material (solid and liquid),
 - ii. Materials Disposed of at a landfill,

-
- iii. Recycled Materials (ie: Scrap metal), and
 - iv. Reused Materials (ie: Assets and Materials retained for use by the Contractor for future sale and disposition). Note that any salvaged assets and materials must not have any reference (markings, carvings, etc.) to Canada.
 - v. Recoverable Items for Canada (see **Section 5.4**)
- i. Ensure that items identified by Canada are removed from the *Vesse/* and returned to the Crown as per the instructions outlined in **Section 5.4**.
 - j. utilize an accredited Naval Architect to determine the weight of the *Vesse/* after contract award prior to any preparation for transportation activities taking place.

5. CONDUCT OF WORK

5.1 VESSEL STABILITY

The Contractor will be solely responsible to ensure the stability of the *Vesse/* at all times during the Contract. The Contractor must employ or subcontract the services of a Naval Architect to verify and confirm the vessel stability during the ship transportation and dismantling operation.

5.2 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 *Vesse/*. The Contractor must supply all mooring lines and labour required in berthing, mooring, and casting off of the *Vesse/*.

The Contractor will maintain custody and safekeeping of the *Vesse/* at all times in all locations. Canada must have unrestricted access to the *Vesse/* at all times under the supervision of the Contractor for health and safety inspections and surveys.

The location of the *Vesse/* 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 regulations.

5.3 DETAILED RECORDS

Detailed record keeping must provide traceability of all materials that were part of the *Vesse/* and accessible to Canada. It must also include coloured digital photographic documentation of the milestone events. Photographs are to be date/time stamped and be provided with a brief description of what is being shown in the photograph.

5.4 RECOVERABLE ITEMS FOR CANADA

The Contractor is responsible for ensuring that items listed below are removed from the *Vesse/* and safely transported to the appropriate location. These items include:

1. **Anchors (3) and Chains (2):** These items are to be removed as per instructions outlined in the "CCGS Alfred Needler - Anchors & Chain Removal Information" document (**Section 14**). Costs associated with labour for the removals, confined space entry, and crate fabrication are to be included in the overall fixed price. The Contractor may be requested to have onsite Department of Fisheries and Oceans technical support, but those employee fees will be covered by CCG and are not to be included in the overall fixed price.

Destination address for the anchors and chains:

*CCGS Shearwater Storage
130 Magnificent Avenue
Dartmouth, NS, Canada
B2W 1E5*

2. **BRNKL Monitoring System:** The Contractor must remove the BRNKL Monitoring System and associated parts from the *Vessel* as per instructions outlined in the “CCGS Alfred Needler – BRNKL Monitoring System Removal Information” document (**Section 14**). Costs associated with labour for the removals, confined space entry, and crate fabrication are to be included in the overall fixed price. The Contractor may be requested to have onsite Department of Fisheries and Oceans technical support, but those employee fees will be covered by CCG and are not to be included in the overall fixed price.

Destination address for the BRNKL Monitoring System:

*Bedford Institute of Oceanography
1 Challenger Drive
Dartmouth, NS, Canada
B2Y 4A2*

All costs associated with removing and transporting these items, including loading and unloading costs, are to be borne by the Contractor and included in the overall fixed price.

6. REQUIREMENTS

6.1 SITE CONTROL AND SECURITY

Authorized representatives of Canada must have access to any site where any part of the Work is being carried out at any time during working hours to make examinations and such tests of the Work as they may think fit.

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) Post notices and signage at entry points and at other strategic locations identifying entrance onto site is restricted to authorized persons only;
- c) Approve and grant access to the work site only to workers and authorized persons;
- d) Immediately stop unauthorized persons from circulating in inspection/work areas and remove them from the site;
- e) Provide site safety orientation to all persons before granting access. Advise of site conditions, hazards and mandatory safety rules to be observed on site;
- f) 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;

- g) Ensure persons granted access to the site wear appropriate Personal Protective Equipment (PPE) suitable to work and site conditions;
- h) Provide such PPE to authorized persons who require access to perform inspections or other approved purposes;
- i) Ensure workers and other persons granted access are trained as per **Section 7.3**, as warranted.

6.2 FACILITY PARKING

The Contractor must make available two parking spaces, no less than 500 feet from the facility, that can be used by Canada as and when required.

6.3 TRANSPORTATION PREPARATION

The Contractor will only be permitted to complete work required to prepare the *Vessel* for safe transportation at their current location at the Bedford Institute of Oceanography in Dartmouth, Nova Scotia. The *Vessel* must be prepared for transport as recommended in the Transportation Plan (**Section 9.0**) and as required in Transport Canada's "Safety of Dead Ship Towing Operations - SSB No.: 06/2015" to ensure safety of the operation.

6.4 TRANSPORTATION REQUIREMENTS

If the *Vessel* will be towed, 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

6.5 STANDARDS, REGULATIONS, AND CODES

Any plan provided or work completed must be in accordance with all applicable Canadian Legislation (federal, provincial/territorial and municipal), including but not limited to the following:

- a) *Canada Labour Code - Part II - Occupational Health and Safety* and applicable provincial/territorial occupational health and safety laws and regulations;
- b) *Canada Shipping Act, 2001*;
- c) *Canadian Environmental Protection Act, 1999*; and
- d) All applicable Canadian provincial/territorial and municipal regulations in force where the Work is being conducted.

In case of conflict or discrepancy, the more stringent requirements must apply.

7. OCCUPATIONAL HEALTH AND SAFETY

The Contractor must comply with the Maritime Occupational Health and Safety Regulations and Occupational Health and Safety Laws and Regulations in force at the location where the work will be undertaken. In case of conflict or discrepancy the more stringent requirements must apply.

The Contractor is responsible for the health and safety of all persons granted access to the 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.

If requested by Canada, the Contractor must submit a detailed Health and Safety Plan.

7.1 HAZARD ASSESSMENTS

The Contractor must implement and adhere to a Health and Safety Hazard Assessment program as part of the Contract.

The program is to include:

1. A site specific Health and Safety Hazard Assessment must be completed by the Contractor prior to commencing the Work. This assessment must identify risks and hazards resulting from site conditions, weather conditions, and work operations;
2. Regular and ongoing assessments addressing new risks and hazards as work progresses;
3. 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.

7.2 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 in accordance with Provincial health and safety guidelines. All log books or diary and inspection records must be accessible by Canada at any time.

7.3 TRAINING

The Contractor must ensure that all workers 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 (ie: Asbestos worker training, Lead awareness training, and Fall Protection training).

The Contractor must have a mechanism for recording and tracking training certifications for all employees. This mechanism and information must be made available to Canada the entire duration of the Contract.

7.4 ACCIDENT REPORTING

The Contractor must investigate and report the following incidents and accidents to the Contracting Authority and the Technical Authority 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) Any injury for which medical treatment was provided and the cost of which is covered by Workers' Compensation Board or other regulatory agencies of the Province in which the injury was incurred.
- c) Property damage in excess of \$5000.00.

The Contractor must send written reports to the Contracting Authority and the Technical Authority for all above cases within 48 hours of the incident.

7.5 SITE RECORDS

The Contractor must maintain 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 Canada for review.

7.6 NON-COMPLIANCE

The Contractor must immediately address and correct health and safety violations and non-compliance issues.

7.7 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 applicable regulations.

7.8 CONFINED SPACES

The Contractor must:

- a) Carry out all work in confined spaces in compliance with "Maritime Occupational Health and Safety Regulations Part 14 – Confined Spaces" and Provincial Occupational Health and Safety, where applicable;
- b) Conduct hazard assessments for each confined space and address in the Health and Safety Plan before entering confined space;

-
- c) Have a written confined space entry procedure, rescue procedure, and air monitoring procedure for entry in to confined spaces is required, as well as any other 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. Rescue;
 - vi. 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.

7.9 DIVING OPERATIONS

If diving operations are planned, 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 hyperbaric medicine, for all dives.

7.10 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 TA. 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.

8. HAZARDOUS MATERIALS AND MISCELLANEOUS ITEMS

8.1 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, bagged and tagged, 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.

8.2 PAINT

Paint from the *Vessel* 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, 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 Federal and Provincial regulations.

8.3 ASBESTOS CONTAINING MATERIAL

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

8.4 LIQUID OR SEMI-SOLID WASTE

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

8.5 MISCELLANEOUS ITEMS

The *Vessel* may contain numerous miscellaneous items including household garbage, electronics, 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, types, and location of material left on the *Vessel* and to dispose of these items in accordance with all applicable regulations.

8.6 TRACKING OF MATERIAL

The Contractor must track all material associated with the *Vessel*. Therefore, the Contractor must utilize an accredited Naval Architect to determine the weight of the *Vessel* after contract award prior to any preparation for transportation activities taking place. Throughout the project, the Contractor must track all material (which includes waste, salvage, recycled material, etc.), and provide evidence (waybill/material receipt) from appropriate facility for disposed and recycled material. The summary documents must account for the original weight of the *Vessel*. Any additional material weight added to the *Vessel* and disposed of during the disposal process of (ie: ballast, cleaning water, etc.) must also be recorded and account for in the summary documents. It is anticipated that the total disposed weight of the *Vessel* will exceed the determined weight of the *Vessel* at the time of custody transfer.

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 material (hazardous or not) from the time of custody transfer to final disposal. In the database, for all material the Contractor must:

- a) Identify the type of material; and
- b) Identify the weight of material removed from the *Vessel*; and
- c) Identify the secure process for transporting the waste from the *Vessel* to the next location;
- d) Identify the location where the material is to be stored awaiting final disposal; and
- e) Identify the method of secure transport used to transport the material to a facility certified to dispose of the material; and
- f) Identify the facility disposing of the material and provide proof of certification to dispose of the material identified at that location; and
- g) Provide shipping manifest, bill of lading, or tracking number confirming transportation and acceptance of the material by the certified disposal or approved collection facility; and
- h) Provide a detailed description, including weight, of all salvaged materials that will not be sent to a disposal site or collection facility; or
- i) Provide a detailed list, including weight, of all materials disposed of but not sent to a disposal site or collection facility (ie: certified clean water, certified clean concrete, etc.).

If requested, the Contractor must submit to Canada within five (5) days after issuance a digital copy via email 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.

9. TRANSPORTATION PLAN

Prior to transportation operations, the Contractor must submit to the TA for review a detailed Transportation Plan that describes the process to move the *Vessel* from the present location to the Approved Site. At minimum the Transportation Plan must include:

- a) Transportation preparation details for moving both *Vessel* from their present location to the Approved Site including the process to move the *Vessel* from its current location to the Bidder's Approved Site;
- b) Stability considerations during transport;
- c) Anticipated schedule and route including safe harbor(s);
- d) Emergency Preparedness Response;
- e) Oil Pollution Response Plan/Spill Emergency Response Plan;
- f) Co-ordination with regulatory agencies;
- g) Identify all permits required for the voyage (to be included in firm price).

If the *Vessel* will be towed, the following must be included in the Transportation Plan:

- h) Surveys required for safe-to-tow certification/vessel survey for towing;
- i) Vessel condition report;
- j) Towing arrangement;
- k) Towing limitations;
- l) Anticipated draft;
- m) Chart datum to provide evidence that the chosen route maintains necessary keel clearance at the vessel's anticipated draft;
- n) Stability considerations; including certification of a Naval Architect to attest that the vessel is in a stable and safe condition for the tow;
- o) Contingency plan in case of breakage of the towline;
- p) Flood monitoring for the vessel when undertow and response plan.

10. QUALITY MANAGEMENT PLAN

The Contractor must have in place a Quality Management System (QMS) consistent with the procedures required for by the International Organization for Standardization (ISO) to be ISO 9001:2015 certified. It is not the intent of this clause to require that the Contractor be certified to the applicable standard, however, the Contractor's QMS must address each requirement contained in the standard.

The Quality Management Plan must be provided to Canada after contract award. The Quality Management Plan must be maintained and kept separately. The Quality Management Plan must describe how the Contractor will conform to the specified quality requirements of the Statement of Work and resulting contract clauses and specify how the required quality activities are to be carried out, including quality assurance of subcontractors.

11. DELIVERABLES

The Contractor must produce the following deliverables as part of the Contract.

No. SOW	Deliverable	Format	Due Date
-	Ship Recycling Plan	Electronic format (Word or PDF via email)	Final – no more than 14 calendar days after kick off meeting.
8.6	Weight of Vessel	Electronic format (Word or PDF via email)	Weight of the <i>Vessel</i> after contract award prior to any preparation for transportation activities taking place. Weight must be determined by an accredited Naval Architect.
9.0	Transportation Plan	Electronic format (Word or PDF via email)	Final – Before care and custody is transferred and transportation begins.
-	Environmental Protection Plan	Electronic format (Word or PDF via email)	Final – no more than 14 calendar days after contract award.
10.0	Quality Plan	Electronic format (Word or PDF via email)	Final – no more than 14 calendar days after contract award and before the arrival of <i>Vessel</i> at the Approved Site.
8.6	Tracking of Hazardous and Other Waste	Electronic format or hard copies	Ongoing – Database must be updated within five (5) calendar days of action.
-	Project Schedule	Electronic format (Word or PDF via email)	Final – no more than 14 calendar days after contract award.
5.3 & 12.0	Detailed Records	Electronic format (Word or PDF via email)	Upon completion of the Work

12. PROJECT COMPLETION

The project (contract) 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 and 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 Canada and has been recycled/disposed of as per applicable regulations and this Statement of Work.
3. The estimated weight of the vessel per the Naval Architect's calculations has a maximum deviation of five per cent (+/- 5%) from the actual weight removed from the *Vessel*.
4. All Work has been approved by Canada. Completion of the PSPC form 1206 - Acceptance (Vessel Disposal) Certificate, and confirmed receipt of this Certificate by the TA.

13. DEFINITIONS

“**Approved Site**” is any site or facility where the processes occur for cutting up the vessel, handling and disposal of the hazardous waste and where the recycled materials are recycled. It includes a shipyard, dock, dry-dock or other facility where a vessel is stripped and disassembled, and facilities or sites for the disposal of hazardous wastes or other wastes which are authorized or permitted to operate for this purpose by a relevant authority of the province where the site or facility is located.

“**Controlled waste**” is as defined by the laws of the jurisdiction of the waste generator, handling facilities and disposal facilities. Controlled wastes are those wastes to which regulations of the jurisdiction having authority apply. This includes the Canadian federal government, the provincial governments in which the approved site reside, the local governments in which the approved site reside, as well as international conventions that have been adopted by the Government of Canada. controlled wastes include hazardous wastes, non-hazardous, regulated wastes (such as asbestos-containing materials), recyclable materials and non-hazardous, unregulated wastes.

“**Destruction**” is an action that renders an item unusable for its intended or strategic purpose and that is irreversible.

“**Hazardous waste**” is defined by the regulations of the government having jurisdiction at the approved site as defined above.

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

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

“**Recyclable Owner**” of all recyclable material is the Contractor, unless the recyclable material is considered to be museum material decided by Canada.

“**Ship Breaking**” is defined as the process of systematically scrapping the entire infrastructure of an obsolete vessel by dismantling and disposing or recycling of all its component parts and hazardous materials.

“**Waste**” means any material that requires disposal but is not a hazardous waste as defined by the jurisdiction at the location of the approved site.

14. REFERENCE DOCUMENTS

The following documents are attached to support the statement of work:

Please contact the Contracting Authority to receive a copy of the documents.

1. Vessel Information (CCGS Alfred Needler)
2. Transport Canada Current Data Report (CCGS Alfred Needler)
3. Transport Canada Division 3 Report (CCGS Alfred Needler)_
4. CCGS Needler - General Arrangement (Lower, Main, and Shelter Decks)
5. CCGS Needler - General Arrangement (Profile, Foc'sle Deck, and Bridge Deck)

Solicitation No. - N° de l'invitation
F7044-230296/A
Client Ref. No. - N° de réf. du client
F7044-230296

Amd. No. - N° de la modif.
File No. - N° du dossier
006mer.F7044-230296

Buyer ID - Id de l'acheteur
006mer
CCC No./N° CCC - FMS No./N° VME

6. Environmental Disclosure Report - CCGS Alfred Needler (March 24, 2023)
7. Vessel Condition Survey - CCGS Alfred Needler (January 22, 2023)
8. CCGS Alfred Needler - Anchors & Chain Removal Information
9. 511-03 - Bitter End Details
10. 511-04_01 - Anchoring Arrgt & Details
11. CCGS Alfred Needler - BRNKL Monitoring System Removal Information

Canada is not responsible should the condition of the *Vessel* be different than stated in the documents and if different materials and quantities are found in the locations noted or other locations onboard the *Vessel*.

Solicitation No. - N° de l'invitation
F7044-230296/A
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Annex B – Vessel Transfer Certificate

FOR THE CARE AND CUSTODY OF THE CCGS ALFRED NEEDLER

1. In accordance with the terms and conditions of the Contract for the disposal of the CCGS ALFRED NEEDLER, all pre-tow/transportation certifications have been provided to Canada prior to the transfer of Care and Custody of the vessel to the Contractor. Canada has been provided with the complete Transportation Plan; Surveyor Reports; Vessel condition report; Insurance and third party liability; transportation arrangement; and all safe-to-tow certifications (if vessel is towed).

2. The undersigned acknowledge the transfer of Care and Custody of the vessel and all associated responsibilities and liabilities from Canada to _____ for the purpose of the Work to be carried out by _____, including:

- (a) transportation of the vessel to the Approved Site for ship breaking;
- (b) dismantling the vessel; and
- (c) disposing of the vessel for scrap.

3. It is mutually agreed by all parties that the final acceptance of the Work will occur only after _____ presents Canada all disposal certificates and other deliverables as per the Contract.

SIGNED AT _____ ON THE ___ DAY OF _____, 2023 AT ___ HOURS.

FOR THE CANADIAN COAST GUARD:

Print Name: _____ Signature: _____

FOR THE CONTRACTOR:

Print Name: _____ Signature: _____

FOR THE DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA:

Print Name: _____ Signature: _____

Solicitation No. - N° de l'invitation
F7044-230296/A
Client Ref. No. - N° de réf. du client
F7044-230296

Amd. No. - N° de la modif.
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Annex C – Bidders' Questions and Canada's Response

All questions asked during bid solicitation and the answers from Canada will be posted on Buy&Sell in the form of an amendment prior to bid closing.

Solicitation No. - N° de l'invitation
F7044-230296/A
Client Ref. No. - N° de réf. du client
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ANNEX D – RELEASE, WAIVER, AND ASSUMPTION OF RISK

Request for Proposals #: _____

In consideration of my participation in the _____ Vessel viewing at the _____ in _____, on _____, 20__ I, _____, hereby acknowledge and agree to the following:

1. I do hereby release, His Majesty the King in right of Canada, His Heirs, successors, officers, employees, servants, contractors and agents from all liability, and do hereby waive as against His Majesty all recourses, claims, causes of action of any kind whatsoever, in respect of all personal injuries or property losses which I may suffer arising out of or connected with my participation to the Vessel viewing.

2. And, I do hereby acknowledge and agree that,

a) attendees (participants) to the Vessel viewing are exposed to risks and hazards, foreseeable and unforeseeable, some of which are inherent in the very nature of the visit to the Vessel itself;

b) as a result of the aforesaid risks and hazards, I, as a participant, may suffer personal injury, as well as property loss;

c) the offer from His Majesty the King in right of Canada to join this Vessel viewing, in no way constitutes an assumption of liability by His Majesty on my behalf;

d) I nevertheless freely and voluntarily assume all the aforesaid risks and hazards, and that my being a participant is entirely at my own risk;

e) I have carefully read this RELEASE, WAIVER AND ASSUMPTION OF RISK agreement, and that I fully understand and am voluntarily executing same;

f) I understand clearly that my participation in the Vessel viewing, is conditional upon my signing this RELEASE, WAIVER AND ASSUMPTION OF RISK agreement; and

g) this RELEASE, WAIVER AND ASSUMPTION OF RISK agreement is binding on myself, my heirs, my executors and assigns.

DATED: _____, 20__

NAME OF PARTICIPANT SIGNATURE

NAME OF WITNESS SIGNATURE