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This RFSA cancels and supersedes the previous RFSA number EVC01-202003/A. Suppliers that provided an arrangement for EVC01-202003/A are not required to submit a new arrangement. Suppliers that submitted an arrangement for EVC01-202003/A only need to provide any new information requested in EVC01-202003/B. All changes to the EVC01-202003/A and new information to be provided are described in the synopsis below.

## **Synopsis of Changes – February 2024**

### **GENERAL**

In the description of the work to be performed, the word “disposal” has been replaced with “recycling”.

### **PART 1 – GENERAL INFORMATION:**

Clarification has been provided on the recycling of vessels of concern (VOCs) that are considered wrecks that include pollutants, or is an environmental hazard.

### **PART 2 – SUPPLIER INSTRUCTIONS:**

Section 2.6: Supplier’s Conference has been removed as a supplier’s conference was already held in June 2023.

Section 2.7: Former Public Servant - Notification has been added as is required for all intended service contracts.

### **Attachment 2A – Mandatory Evaluation Criteria**

Clarification has been provided regarding demonstrating mandatory criteria. Suppliers may not use subcontractor experience to meet the requirements of the mandatory evaluation criteria other than for dead-vessel towing experience.

### **Attachment 2B – Mandatory Evaluation Criteria Compliance Matrix**

A compliance matrix has been provided to suppliers to indicate where in their arrangement the evaluation team can find responses and supporting documentation.

### **PART 6 – SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES:**

Section A6.5.1: Period of the Supply Arrangement has been modified to reflect a period of five years after issuance for all supply arrangements.

Section A6.6.1: Supply Arrangement Authority has been updated.

Section A6.10.3: Permits, Licenses and Certificates has been updated to include Canada’s ability to request permits, licenses and certificates.

### **Appendix 1 – Vessel Recycling Facility Plan**

Criteria 1.3: Permits, Licenses and Certificates has been modified to include clarification that permits required may be those issued from a federal, provincial or municipal level.

Criteria 2.2: Quality Management Plan has been removed as it was found to duplicate the requirements of Criteria 2.1: Quality Management System.

Criteria 4: Environmental Management has been modified to remove the Green Marine Ship Recycling Certification as an option to meet this criteria.

### **PART B – BID SOLITATION:**

Section B6.4.2: Mandatory Criteria has been modified to include in the bid solicitation process copies of all required permits and tenures required for ship recycling work at the Vessel Recycling Facility named in the Preliminary Vessel Recycling Plan.

Section B6.11 Former Public Servant has been added.

### **PART C – CONTRACT CLAUSES:**

Section C6.38: Proactive Disclosure of Contracts with Former Public Servants has been added

### **ANNEX P – FORMER PUBLIC SERVANT CERTIFICATION:**

Annex P – Former Public Servant Certification has been added.

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**REQUEST FOR SUPPLY ARRANGEMENTS**  
Medium/Large Vessel Recycling Services

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## PART 1 - GENERAL INFORMATION

### 1.1 Introduction

The Request for Supply Arrangements (RFSa) is divided into six parts plus attachments and annexes, as follows:

Part 1 - General Information: provides a general description of the requirement;

Part 2 - Supplier Instructions: provides the instructions applicable to the clauses and conditions of the RFSa;

Part 3 - Arrangement Preparation Instructions: provides suppliers with instructions on how to prepare the arrangement to address the evaluation criteria specified;

Part 4 - Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the arrangement and the basis of selection;

Part 5 - Certifications and Additional Information: includes the certifications and additional information to be provided; and

Part 6 - 6A, Supply Arrangement, 6B, Bid Solicitation, and 6C, Resulting Contract Clauses:

6A, includes the Supply Arrangement (SA) with the applicable clauses and conditions;

6B, includes bidder Instructions, provides the instructions, clauses and conditions applicable to the bid solicitation, the bid solicitation template and the evaluation process within the scope of the SA;

6C, includes general information, the instructions and the conditions, and the resulting contract clauses which will apply to any contract entered into pursuant to the SA.

The Annexes include the Statement of Requirement, the Vessel Recovery Plan, the Vessel Transportation Plan, the Vessel Recycling Plan, the Pricing Schedule, the Service Request Form and other annexes.

### 1.2 Summary

1.2.1 The Government of Canada through this RFSa, intends to establish and maintain SAs with suppliers to provide medium and large Vessel recycling services of any [Vessel](#), requiring dismantlement in a Vessel Recycling Facility, for one or more regions/sub-regions of Canada in accordance with the [Statement of Requirement – Annex A](#).

The RFSa includes two streams:

Stream A – Medium size Vessels with lightship displacement of 300 MT or less; and

Stream B – Large size Vessels with lightship displacement of over 300 MT.

1.2.2 There may be security requirements associated with some of the requirements under this RFSa. For more information on personnel and organization security screening or security clauses, Suppliers should refer to the [Contract Security Program](#) of Public Works and Government Services Canada (PWGSC).

1.2.3 This RFSa is to establish supply arrangements for the delivery of the requirement detailed in the RFSa to the Identified Users across Canada, including geographic areas subject to Comprehensive Land Claims Agreements (CLCAs) and the Nunavut Land Claims Agreement (NLCA).

1.2.4 To meet the Government of Canada's objectives of encouraging Indigenous socio-economic development through federally funded opportunities, resulting bid solicitations from this RFSA may be set aside under the Procurement Strategy for Indigenous Business (PSIB) or may include an Indigenous Participation Plan (IPP). For additional information on PSIB refer to the [Indigenous Business and federal procurement site](#) and for additional information on the Indigenous Participation Plan refer to [Annex H - Indigenous Participation Component](#).

1.2.5 Once SAs are issued and Canada has a requirement, the location of the Vessel will determine the bidder's selection process for the bid solicitation. For example, if the Vessel is located in a area covered by a modern treaty, Canada's obligations under the applicable treaty will take precedence. After the location of the Vessel has been verified for any indigenous considerations, the procurement may be set aside for indigenous Supply Arrangement Holders capable of providing the services in the region where the vessel is located or all Supplier Arrangement could be invited to submit a bid.

1.2.6.a) If the vessel is a Vessel of Concern (VOC) and considered a wreck that include pollutants, or is an environmental hazard, or cannot be towed outside Canadian waters under federal jurisdiction, the work must be performed and completed in Canada.

Any vessel subject to leave Canadian waters under federal jurisdiction is excluded from the scope of this RFSA and resulting Supply Arrangements.

b) If the vessel is not a VOC or a CCG, DFO, DND or RCMP vessel the procurement will be solicited to all qualified suppliers.

1.2.7 Any resulting bid solicitation may be subject to the provisions of the trade agreements. Certain obligations under the trade agreements may not apply where the Vessel is located in the Nunavut region or an area covered by a modern treaty. If a set-aside for Indigenous businesses or an exception used of or relied upon (e.g. any measure adopted or maintained with respect to Indigenous Peoples, set-aside for minority businesses, etc.), some or all aspects of the procurement may not be subject to certain trade agreement obligations.

1.2.8 The Canada Post Corporation (CPC) Connect service must be used by suppliers to transmit their arrangement. Suppliers must refer to [Part 2](#) of the RFSA entitled Supplier Instructions and [Part 3](#) of the RFSA entitled Arrangement Preparation Instructions for further information on using this method.

1.2.9 Any resulting bid solicitation on behalf of the Department of National Defence may be subject to the Controlled Goods Program. For additional information on the Controlled Goods Program or how to register, consult the clause [A9130T](#) of the Standard Acquisition Clauses and Conditions Manual.

1.2.10 Any resulting SA may be used by any Government Department, Departmental Corporation or Agency, or other Crown entity described in the Financial Administration Act (as amended from time to time), and any other party for which the Department of Public Works and Government Services may be authorized to act from time to time under section 16 of the [Department of Public Works and Government Services Act](#) S.C. 1996, c. 16 (each a "Client").

#### 1.4 Debriefings

Suppliers may request a debriefing on the results of the request for supply arrangements process. Suppliers should make the request to the Supply Arrangement Authority within 15 working days of receipt of the results of the request for supply arrangements process. The debriefing may be in writing or by telephone.

#### 1.5 Use of an e-Procurement Solution

Canada is currently developing an online e-Procurement Solution (EPS) for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting SA that is issued under this RFSA, refer to Part 6, [A6.12 – Transition to an e-Procurement Solution \(EPS\)](#).

The Government of Canada's [press release](#) provides additional information.

## PART 2 – SUPPLIER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the RFSA by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](#) issued by PWGSC.

Suppliers who submit an arrangement agree to be bound by the instructions, clauses and conditions of the RFSA and accept the clauses and conditions of the SA and resulting contract(s).

The [2008](#), (2023-06-08), Standard Instructions - Request for Supply Arrangements - Goods or Services, are incorporated by reference into and form part of the RFSA.

Subsection 5.4 of [2008](#), Standard Instructions - Request for Supply Arrangements - Goods or Services, is amended as follows:

DELETE: 60 days  
INSERT: 120 days

### 2.2 Submission of Arrangements

Arrangements must be submitted by the date, time and place indicated in the RFSA.

Suppliers must submit their arrangement using CPC Connect. Suppliers must send an email to:

[tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca)

*Arrangements 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 [2008](#), or to send arrangements through a CPC Connect message if the Supplier is using its own licensing agreement for CPC Connect service.*

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Due to the nature of the RFSA, transmission of arrangements by facsimile or delivery of hard copies to PWGSC will not be accepted.

### **2.3 Federal Contractors Program for Employment Equity - Notification**

The Federal Contractors Program (FCP) for employment equity requires that some suppliers make a formal commitment to Employment and Social Development Canada (ESDC) - Labour to implement employment equity. In addition, in the event that the resulting SA would lead to a contract of \$1,000,000 (taxes included) or above, the Contractor will be subject to additional requirements. Further information on the FCP for employment equity can be found on [Employment and Social Development Canada \(ESDC\) - Labour's](#) website. For additional information about the requirements, consult Part 6, [B6.9.8](#) and [C6.11.4](#).

### **2.4 Enquiries - Request for Supply Arrangements**

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

Suppliers must reference as accurately as possible the numbered item of the RFSA to which the enquiry relates. Suppliers must 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 suppliers do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all suppliers. Enquiries not submitted in a form that can be distributed to all suppliers may not be answered by Canada.

### **2.5 Applicable Laws**

The SA and any contract awarded under the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province of Ontario.

Suppliers may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of the arrangement, 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 suppliers.

*The Supply Arrangement Authority will provide the details of the conference to attendees 24 hours before the conference via email.*

### **2.6 Bid Challenge and Recourse Mechanisms**

Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.

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)

3. 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.

## 2.7 Former Public Servant - Notification

Service contracts awarded to former public servants in receipt of a pension or a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. Therefore, the bid solicitation will require that you provide information that, were you to be the successful bidder, your status with respect to being a former public servant in receipt of a pension or a lump sum payment, will be required to report this information on the departmental websites as part of the published proactive disclosure reports generated in accordance with Treasury Board policies and directives on contracts with former public servants, Contracting Policy Notice 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

## PART 3 - ARRANGEMENT PREPARATION INSTRUCTIONS

### 3.1 Arrangement Preparation Instructions

Suppliers must submit their arrangement in accordance with the following articles (3.1.1 to 3.1.7) and submit the certifications and additional information required under [Part 5](#).

Suppliers are encouraged to use the [Attachment 1 – Supplier Check List](#) for the preparation of their arrangement to help ensure that all information and/or documentation are provided with their arrangement.

#### 3.1.1 Electronic Payment of Invoices

Suppliers willing to accept payment of invoices by Electronic Payment Instruments, should identify which of the following payment methods are accepted. If none are identified, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

- 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)

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

### 3.1.2 Supplier Representative

Suppliers should provide the name and contact information of the person to contact in reference to this RFSA and any resulting supply arrangement.

Name:  
Title:  
Telephone:  
Email address:

### 3.1.3 Procurement Business Number

Suppliers must provide their Procurement Business Number (PBN).

PBN: \_\_\_\_\_

### 3.1.4 Insurance – Proof of Availability

The Supplier must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Supplier can be insured in accordance with the Insurance Requirements specified in clause [C6.15](#).

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

### 3.1.5 Certifications and additional information

Suppliers must submit the certifications and additional information required under [Part 5](#).

### 3.1.6 Mandatory Evaluation Criteria

Suppliers must provide their arrangement in accordance with the [Attachment 2 - Mandatory Evaluation Criteria](#).

*No costs/rates will be evaluated for the issuance of supply arrangements.*

### 3.1.7 Financial Viability

| ID                     | Title – SACC Manual Clause(s) | Eff. Date  |
|------------------------|-------------------------------|------------|
| <a href="#">S0030T</a> | Financial Viability           | 2014-11-27 |

### Attachment 1 – Supplier Check List

This check list is included in the RFSA to assist suppliers in the preparation of their arrangement. Before submitting their arrangement, suppliers should use this check list to help ensure all documentation and/or information are provided with their arrangement prior to the RFSA closing date.

Suppliers are not required to provide this check list with their arrangement.

| RFSA Ref.   | Documentation/information to be included with the Arrangement                           | Incl. with Arrangement   |
|---|---|--------------------------|
| General   | Cover page of the RFSA and all amendments are signed and included with the arrangement. | <input type="checkbox"/> |
| Part 2 – 2.5 Applicable Laws  | Indicate applicable laws of another province or Canadian territory, if desired.         | <input type="checkbox"/> |
| Part 3 – 3.1.1 Electronic Payment of invoices                           | Indicate acceptable method of payment, if desired.                                      | <input type="checkbox"/> |
| Part 3 – 3.1.2 Supplier Representative                                  | Name and contact information of the Supplier or its representative.                     | <input type="checkbox"/> |
| Part 3 – 3.1.3 Procurement Business Number (PBN)                        | Provide Procurement Business Number (PBN)   | <input type="checkbox"/> |
| Part 3 – 3.1.4 Insurance – Proof of Availability                        | Letter from insurance broker or insurance company authorized to do business in Canada.  | <input type="checkbox"/> |
| Attachment 2A – Mandatory Evaluation Criteria                           | All information, documentation and certificates as requested.                           | <input type="checkbox"/> |
| Attachment 2B - Mandatory Evaluation Criteria Compliance Matrix         | Completed matrix with all page numbers listed.  | <input type="checkbox"/> |
| Part 5 – 5.1.1 Integrity Provisions – Declaration of Convicted Offences | Declaration of convicted offences form, if applicable.                                  | <input type="checkbox"/> |
| Part 5 – 5.2.1 Integrity Provisions - Required Documentation            | List of names as per the Ineligibility and Suspension Policy, Article 17.               | <input type="checkbox"/> |
| Part 5 – 5.2.2 Set-aside for Indigenous Business                        | Set-aside for Indigenous Business Certification – Attachment 3, if applicable.          | <input type="checkbox"/> |

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## Attachment 2A – Mandatory Evaluation Criteria

Suppliers must meet the following mandatory evaluation criteria.

Suppliers may not use subcontractor experience to meet the requirements of the mandatory evaluation criteria. Suppliers must be the owner of the Vessel Recycling Facility or have a valid lease to perform vessel dismantling operations and handling of hazardous material.

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

For the purposes of this Request for Supply Arrangements:

- 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.
- Vessel dismantling 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 Vessel 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.

*Suppliers may qualify for two different streams. Stream A include all Vessels with a lightship displacement of 300 metric ton (MT) or less. Stream B include all Vessels with a lightship displacement greater than 300 MT. Suppliers that wishes to qualify for both streams only have to meet the criteria for Stream B. If compliant, the Supplier will automatically qualify for Stream A.*

### **STREAM A – RECYCLING OF VESSELS 300 MT LIGHTSHIP DISPLACEMENT OR LESS**

#### **1. Project Manager**

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

- ✓ Vessel Dismantling or
- ✓ Vessel Construction / Major Ship Refit

The Supplier must demonstrate that the proposed Project Manager has successfully completed a minimum of one (1) Vessel dismantling project since January 2012 on a Vessel with a minimum lightship displacement of 300 MT.

**OR**

The Supplier must demonstrate that the proposed Project Manager has successfully completed a minimum of two (2) Vessel construction and/or major ship refit projects since January 2012 on Vessels with a minimum lightship displacement of 150 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 Vessel's systems (e.g. electrical, piping, HVAC, Refrigeration) were modified.*

*Canada may request the résumé of the Project Manager. If requested, the Supplier must provide within 48 hours of the request by the Supply Arrangement Authority.*

**2. Vessel Dismantling Experience**

*If the Supplier successfully completed a minimum of two (2) Vessel dismantling projects (Vessels with lightship displacement above 150 MT) for the Government of Canada since January 2012, the Supplier doesn't have to provide the following information to meet this criteria. Only the name, size and completion date of the Vessel recycling projects as well as the contact information (name and email address) of the Project Authorities are required.*

Suppliers must demonstrate their experience in either:

- ✓ Vessel Dismantling and/or
- ✓ Vessel Construction/Major Ship Refit

The Supplier must demonstrate their experience and understanding of Vessel dismantling by describing in writing their previous experience in successfully completing a minimum of one (1) Vessel dismantling project since January 2012 on a Vessel with a minimum lightship displacement of 150 MT.

In this description, the Supplier must provide an example of a Vessel dismantling project which includes the following:

- (a) The name, the type and the lightship displacement of the Vessel.
- (b) Sequencing Plan: Provide a GANTT chart or project overview plan that demonstrates all of the following events:
  - i. dates when Vessel dismantling began and was completed;

- ii. milestones showing the removal of each significant section and/or deck for the entire Vessel; and
  - iii. completion of all material disposal activities.
- (c) Conditions Monitoring Procedures: Describe the processes that were in place for monitoring the following conditions by providing the procedures used for addressing and rectifying all of the following identified elements:
- i. air quality monitoring for air borne particles;
  - ii. ventilation;
  - iii. fire and explosion prevention;
  - iv. flood monitoring and Vessel stability; and
  - v. exposure to Hazardous Materials.
- (d) Hazardous Materials: Describe the procedures and control plans used, including how and where the materials were disposed or recycled.
- (e) Permits and Record keeping. Describe the following:
- i. what permits were attained and explain the purpose of the permits; and
  - ii. describe the record keeping processes that were in place to track all disposal of material.

**AND/OR**

The Supplier must demonstrate their experience and understanding of Vessel construction and/or major ship refit by describing in writing their experience in successfully completing a minimum of two (2) Vessel construction and/or major ship refit projects since January 2012 on a Vessel with a minimum lightship displacement of 150 MT.

In this description, the Supplier must provide two (2) examples of previous Vessel construction and/or major ship refit projects which includes the following:

- (a) The name, the type and the lightship displacement of the Vessel.
- (b) Sequencing Plan: Provide a GANTT chart or project overview plan that demonstrates all of the following events:
  - i. dates when refit or construction began and was completed; and
  - ii. key milestones achieved during the refit or construction project where significant progress was demonstrated.
- (c) 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.

(d) Conditions Monitoring Procedures: Describe the processes that were in place for monitoring the following conditions by providing electronic or PDF copies of the procedures used for addressing and rectifying all of the following identified elements:

- i. air quality monitoring for air borne particles;
- ii. ventilation;
- iii. fire and explosion prevention;
- iv. flood monitoring and Vessel stability; and
- v. exposure to Hazardous Materials.

### 3. Dead Vessel Towing Experience

*If the Supplier successfully completed a minimum of two (2) dead Vessel transfer and towing projects (Vessels with a minimum LDT 150 MT) for the Government of Canada since January 2012, the Supplier doesn't have to provide the following information to meet this criteria. Only the name, size and towing date of the dead Vessel transfer and towing projects as well as the contact information (name and email address) of the Project Authority are required.*

The Supplier must demonstrate it has the experience and understanding of managing dead Vessel towing projects. The Supplier must have successfully completed a minimum of one (1) project since 2012 that included an unmanned dead Vessel tow of a Vessel with a minimum lightship displacement of 150 MT.

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

- i. Vessel's Lightship Displacement Tonnage (LDT) and Vessel particulars (length, beam, draft);
- ii. Type of Vessel;
- iii. Description of the Vessel's condition at time of tow;
- iv. Tow distance, route and date of tow;
- v. Subcontractor that completed the tow;
- vi. Name, type and size of the Vessels used to complete the tow; and
- vii. Copy of the Transport Canada or surveyor approved towing plan (if available).

### 4. Capability

Suppliers must submit their Vessel Recycling Facility Plan as per the [Appendix 1 – Vessel Recycling Facility Plan](#). The Suppliers must comply with all applicable Canadian Laws and regulations including provincial/territory and municipal regulations where the Vessel Recycling Facility is located and the [Technical Guidelines for the Environmentally Sound Management of the Full and Partial Dismantling of Ships](#).

*Although Canada will review and may accept the Vessel Recycling Facility Plan, the Supplier is responsible to ensure Vessel recycling activities are completed in accordance with all applicable Canadian Laws and regulations including provincial/territory and municipal regulations. Canada is not responsible to ensure compliance.*

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## **STREAM B- RECYCLING OF VESSELS GREATER THAN 300 MT LIGHTSHIP DISPLACEMENT**

*If the supplier qualifies for Stream B they automatically qualify for Stream A.*

### **1. Project Manager**

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

- a) Vessel Dismantling or
- b) Vessel Construction / Major Ship Refit

The Supplier must demonstrate that the proposed Project Manager has completed a minimum of one (1) Vessel dismantling project since January 2012 on a Vessel with a minimum lightship displacement of 800 MT.

**OR**

The Supplier must demonstrate that the proposed Project Manager has completed a minimum of two (2) Vessel construction and/or major ship refit projects since January 2012 on Vessels with a minimum lightship displacement 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 Vessel's systems (e.g. electrical, piping, HVAC, Refrigeration) were modified.*

*Canada may request the résumé of the Project Manager. If requested, the Supplier must provide within 48 hours of the request by the Supply Arrangement Authority.*

### **2. Vessel Dismantling Experience**

*If the Supplier successfully completed a minimum of two (2) Vessel recycling projects (Vessels with lightship displacement above 800 MT) for the Government of Canada since January 2012, the Supplier doesn't have to provide the following information to meet this criteria. Only the name, size and completion date of the Vessel recycling projects as well as the contact information (name and email address) of the Project Authority are required.*

Suppliers must demonstrate their experience in either:

- ✓ Vessel Dismantling and/or
- ✓ Vessel Construction/Major Ship Refit

The Supplier must demonstrate their experience and understanding of Vessel dismantling by describing in writing their previous experience in completing a minimum of one (1) Vessel dismantling project since January 2012 on a Vessel with a minimum lightship displacement of 800 MT.

In this description, the Supplier must provide an example of a Vessel dismantling project which includes the following:

- (a) The name, the type and the lightship displacement of the Vessel.
- (b) Sequencing Plan: Provide a GANTT chart or project overview plan that demonstrates all of the following events:
  - i. dates when Vessel dismantling began and was completed;
  - ii. milestones showing the removal of each significant section and/or deck for the entire Vessel; and
  - iii. completion of all material disposal activities.
- (c) 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.
- (d) Conditions Monitoring Procedures: Describe the processes that were in place for monitoring the following conditions by providing the procedures used for addressing and rectifying all of the following identified elements:
  - i. air quality monitoring for air borne particles;
  - ii. ventilation;
  - iii. fire and explosion prevention;
  - iv. flood monitoring and Vessel stability; and
  - v. exposure to Hazardous Materials.
- (e) Hazardous Materials: Describe the procedures and control plans used, including how and where the materials were disposed or recycled;
- (f) Permits and Record keeping: Describe the following:
  - i. what permits were attained and explain the purpose of the permits; and
  - ii. describe the record keeping processes that were in place to track all disposed of material.

**AND/OR**

The Supplier must demonstrate their experience and understanding of Vessel construction and/or major ship refit by describing in writing their experience in completing a minimum of two (2) Vessel construction and/or major ship refit projects since January 2012 on a Vessel with a minimum lightship displacement of 300 MT.

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In this description, the Supplier must provide an example of previous Vessel construction and/or major ship refit project which includes the following:

- (a) The name, the type and the lightship displacement of the Vessel.
- (b) Sequencing Plan: Provide a GANTT chart or project overview plan that demonstrates all of the following events:
  - i. dates when refit or construction began and was completed; and
  - ii. key milestones achieved during the refit or construction project where significant progress was demonstrated.
- (c) 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.
- (d) Conditions Monitoring Procedures: Describe the processes that were in place for monitoring the following conditions by providing electronic or PDF copies of the procedures used for addressing and rectifying all of the following identified elements:
  - i. air quality monitoring for air borne particles;
  - ii. ventilation;
  - iii. fire and explosion prevention;
  - iv. flood monitoring and Vessel stability; and
  - v. exposure to Hazardous Materials.

### 3. Dead Vessel Towing Experience

*If the Supplier successfully completed a minimum of two (2) dead Vessel transfer and towing projects (Vessels with a minimum LDT 150 MT) for the Government of Canada since January 2012, the Supplier doesn't have to provide the following information to meet this criteria. Only the name, size and towing date of the dead Vessel transfer and towing projects as well as the contact information (name and email address) of the Project Authority are required.*

The Supplier must demonstrate it has the experience and understanding of dead Vessel towing. The Supplier must have successfully completed a minimum of one (1) project since 2012 that included an unmanned dead Vessel tow of a Vessel with a minimum lightship displacement of 800 MT.

The Supplier 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) Description of the Vessel's condition at time of tow;
- (d) Tow distance, route and time of year;
- (e) Subcontractor that completed the tow;

- (f) Name, type and size of the Vessels used to complete the tow; and
- (g) Copy of the Transport Canada or surveyor approved towing plan.

#### **4. Capability**

Suppliers must submit their Vessel Recycling Facility Plan as per the [Appendix 1 – Vessel Recycling Facility Plan](#). The Suppliers must comply with all applicable Canadian Laws and regulations including provincial/territory and municipal regulations where the Vessel Recycling Facility is located and the [Technical Guidelines for the Environmentally Sound Management of the Full and Partial Dismantling of Ships](#).

*Although Canada will review and may accept the Vessel Recycling Facility Plan, the Supplier is responsible to ensure Vessel recycling activities are completed in accordance with all applicable Canadian Laws and regulations including provincial/territory and municipal regulations. Canada is not responsible to ensure compliance.*

### Attachment 2B – Mandatory Evaluation Criteria Compliance Matrix

The Supplier is requested to indicate where in their arrangement the responses and supporting documentation for the mandatory evaluation criteria can be found.

| Criteria #   | Description                                   | Page(s) Reference # |
|--|---|---------------------|
| <b>Stream A</b>                                    |   |                     |
| 1.   | Project Manager                               |                     |
| 2.   | Vessel Dismantling Experience                 |                     |
| 3.   | Dead Vessel Towing Experience                 |                     |
| <b>Stream B</b>                                    |   |                     |
| 1.   | Project Manager                               |                     |
| 2.   | Vessel Dismantling Experience                 |                     |
| 3.   | Dead Vessel Towing Experience                 |                     |
| <b>Capability - Vessel Recycling Facility Plan</b> |   |                     |
| <b>1.</b>  | <b>Facility Management</b>                    |                     |
| 1.1  | Vessel Recycling Facility Information         |                     |
| 1.2  | Vessel Recycling Facility                     |                     |
| 1.2.1  | Facility Requirements and Related Information |                     |
| 1.2.2  | Alongside Vessel Dismantling                  |                     |
| 1.2.3  | Dry Dock Vessel Dismantling                   |                     |
| 1.3  | Permits, Licenses and Certification           |                     |
| 1.4  | Site Security                                 |                     |
| 1.5  | Service Area                                  |                     |
| <b>2.</b>  | <b>Quality Management</b>                     |                     |
| 2.1  | Quality Management System                     |                     |
| <b>3.</b>  | <b>Health and Safety Management</b>           |                     |
| 3.1  | Occupational Health and Safety System         |                     |
| 3.2  | Health and Safety Hazards and Risks           |                     |
| 3.2.1  | Confined and Enclosed Spaces                  |                     |
| 3.2.2  | Diving Operations                             |                     |
| 3.2.3  | Hot Work                                      |                     |
| 3.2.4  | Welding, cutting, grinding and heating        |                     |
| 3.2.5  | Drums, containers and pressure Vessels        |                     |

|           |  |  |
|-----------|--|--|
| 3.2.6     | Prevention of falling from heights and accidents caused by falling objects |  |
| 3.2.7     | Gear and equipment for rigging and materials handling                      |  |
| 3.2.8     | Housekeeping and illumination  |  |
| 3.2.9     | Exposure Plan  |  |
| 3.3       | Health and Safety Supervision  |  |
| 3.4       | Accident Reporting   |  |
| 3.5       | Emergency Preparedness And Response Plan                                   |  |
| 3.6       | Training Program   |  |
| 3.7       | Site Records   |  |
| <b>4.</b> | <b>Environmental Management</b>  |  |
| 4.1       | Environmental Management System  |  |
| 4.2       | Environmental Protection Plan  |  |
| 4.3       | Environmental Contingency Plan   |  |
| 4.3.1     | Spill Prevention   |  |
| 4.3.2     | Spill response and countermeasures   |  |
| 4.3.3     | Storm-water pollution prevention   |  |
| 4.3.4     | Debris prevention and control  |  |
| 4.4       | Training Program   |  |
| <b>5.</b> | <b>Hazardous Materials</b>   |  |
| 5.1       | Subcontractors   |  |
| 5.2       | Process, Procedures and Methodologies                                      |  |
| 5.3       | Authorized Facility  |  |
| <b>6.</b> | <b>Disposal Database</b>   |  |
| 6.1       | Hazardous Materials and Wastes   |  |
| 6.2       | Equipment, Furniture, Non-Hazardous Materials and Machinery                |  |

## **PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

- (a) arrangements will be assessed in accordance with the entire requirement of the RFSA; and
- (b) an evaluation team composed of representatives of Canada will evaluate the arrangements.

#### **4.1.1 Mandatory Evaluation Criteria**

All mandatory evaluation criteria are included in the [Attachment 2 – Mandatory Evaluation Criteria](#).

#### **4.1.2 Financial Evaluation**

No cost/rate will be evaluated for the issuance of an SA.

### **4.2 Basis of Selection**

In order to be issued an SA, the arrangement must, to the satisfaction of Canada, comply with the requirements of the RFSA and meet all mandatory evaluation criteria of [Attachment 2 – Mandatory Evaluation Criteria](#).

*A mandatory requirement is described using the words "shall", "must", "will" "is required" or "is mandatory".*

## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Suppliers must provide the required certifications and additional information to be issued a supply arrangement.

The certifications provided by suppliers to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an arrangement non-responsive, or will declare a supplier in default if any certification made by the Supplier is found to be untrue whether made knowingly or unknowingly during the arrangement evaluation period, or during the period of any supply arrangement arising from this RFSA and any resulting contracts.

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

### 5.1 Certifications Required with the Arrangement

Suppliers must submit the following duly completed certifications as part of their arrangement.

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

In accordance with the Integrity Provisions of the Standard Instructions, all suppliers must provide with their arrangement, if applicable, the declaration form available on the [Forms for the Integrity Regime](#) website, to be given further consideration in the procurement process.

### 5.2 Certifications Required for the Issuance of a Supply Arrangement and Additional Information

The certifications and additional information listed below should be submitted with the arrangement. If any of these required certifications or additional information is not completed and submitted with the arrangement, the Supply Arrangement Authority will inform the Supplier of a time frame within which to provide the certifications or additional information. Failure to provide the certifications or the additional information listed below within the time frame provided by the Supply Arrangement Authority will render the arrangement 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 property agreement* of the [Ineligibility and Suspension Policy](#), the Supplier must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### 5.2.2 Set-aside for Indigenous Business

Procurements may be set aside under the federal government Procurement Strategy for Indigenous Business (PSIB). For more information on Indigenous business requirements of the Set-aside Program for Indigenous Business see [Annex 9.4](#) of the Supply Manual.

To be considered for any procurement set-aside under the Procurement Strategy for Indigenous Business (PSIB), suppliers must provide the Indigenous Business Certification at [Attachment 3 – Set-Aside for Indigenous Business Certification](#) and be registered in the [Indigenous Business Directory](#).

If requested by the Supply Arrangement Authority, the Supplier must provide the certification at [Attachment 4 – Business Owner Certification - Set-aside for Indigenous Business](#), for each business owner.

*If the supplier is not registered in the [Indigenous Business Directory](#) before submitting its arrangement, the certification ([Attachment 3](#)) can be submitted to the Supply Arrangement Authority at any time once registered, In reference to the RFSA, the certification is required to be considered an indigenous supplier.*

### **5.2.3 Education and Experience**

The Supplier certifies that the information provided in the résumés and the information submitted with the arrangement, including the information pertaining to education, achievements, experience and work history, has been verified by the Supplier to be true and accurate.

### **5.2.4 Workers Compensation Certification – Letter of Good Standing**

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

The Supplier must provide within five (5) calendar days following a request from the Supply Arrangement Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Supplier's good standing account. Failure to comply with the request may result in the arrangement being suspended or cancelled.

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### Attachment 3 – Set-aside for Indigenous Business Certification

1. Procurements may be set aside under the federal government Procurement Strategy for Indigenous Business. For more information on Indigenous business requirements of the Set-aside Program for Indigenous Business see [Annex 9.4](#), of the Supply Manual.
2. Suppliers registered in the [Indigenous Business Directory](#) must provide the following Certification to be considered for any procurement set-aside.
3. If issued a SA, the Supplier:
  - (a) certifies that it meets, and will continue to meet throughout the duration of the SA, the requirements described in [Annex 9.4](#);
  - (b) agrees that any subcontractor it engages to complete any subsequent contract, must satisfy the requirements described in [Annex 9.4](#); and
  - (c) agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in [Annex 9.4](#).
4. The Supplier must check one applicable box below:

( ) The Supplier is an Indigenous business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization. At least 51 per cent of the business is owned and controlled by Indigenous people.

Or

( ) The Supplier is either a joint venture consisting of two or more Indigenous businesses or a joint venture between an Indigenous business and a non-Indigenous business. At least 51 percent of the joint venture is owned and controlled by an Indigenous business or businesses and 33 percent of the value of the Work will be performed by the Indigenous business.
5. The Supplier must, upon request by Canada, provide all information and evidence supporting this certification. The Supplier must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Supplier must provide all reasonably required facilities for any audits.
6. By submitting an arrangement, the Supplier certifies that the information submitted by the Supplier in response to the above requirements is accurate and complete.

*The Supplier must, upon request by Canada, provide all information and evidence supporting this certification. The Supplier must ensure that this evidence is available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Supplier must provide all reasonably required facilities for any audits.*

**Attachment 4 – Business Owner Certification - Set-aside for Indigenous Business**

I am an owner of \_\_\_\_\_ (*insert name of business*), and an Indigenous person, as defined in [Annex 9.4](#) of the *Supply Manual* entitled "*Requirements for the Set-aside Program for Indigenous Business*".

I certify that the above statement is true and consent to its verification upon request by Canada.

\_\_\_\_\_  
Printed name of owner

\_\_\_\_\_  
Signature of owner

\_\_\_\_\_  
Date

*If requested by the Supply Arrangement Authority, the Supplier must provide this certification for each owner who is Indigenous within the timeline prescribed by the Supply Arrangement Authority.*

## PART 6 – SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES

### A. SUPPLY ARRANGEMENT

#### A6.1 Requirement

The Supply Arrangement (SA) covers the Work described in the [Statement of Requirement \(SOR\) – Annex A](#).

#### A6.2 Security Requirements

Any security requirements and applicable clauses will be added to the bid solicitation.

#### A6.3 Standard Clauses and Conditions

All clauses and conditions identified in the SA and resulting contract(s) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](#) issued by PWGSC.

##### A6.3.1 General Conditions

[2020](#), (2022-12-01) General Conditions – Supply Arrangement – Goods or Services, apply to and form part of the SA.

#### A6.4 Periodic Usage Reports

The Supplier must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the SA. This data must include all purchases paid for by a Government of Canada Acquisition Card.

The Supplier must provide this data in accordance with the reporting requirements detailed in [Appendix 2 – Quarterly Usage Report](#). If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Supplier must still provide a "NIL" report.

The quarterly reporting periods are defined as follows:

- 1<sup>st</sup> quarter April 1 to June 30
- 2<sup>nd</sup> quarter July 1 to September 30
- 3<sup>rd</sup> quarter October 1 to December 31
- 4<sup>th</sup> quarter January 1 to March 31

The data must be submitted to the Supply Arrangement Authority no later than 15 calendar days after the end of the reporting period.

*The requested information in the Quarterly Usage Report is subject to change between reporting periods. A revised report template may be provided to suppliers.*

*Failure to provide the period usage reports within the specified timeline could result in suspension of the SA until received.*

## **A6.5 Term of Supply Arrangement**

### **A6.5.1 Period of the Supply Arrangement**

Any resulting SA will be valid for five (5) years. If cancelled prior to the end of the five (5) year term, a notice to notify suppliers will be published on the Government Electronic Tendering Service (GETS).

The period for awarding contracts under the SA will begin after the issuance of the SA.

### **A6.5.2 Land Claims Agreements**

The SA is for the delivery of the requirement detailed in the SA to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements and the Nunavut Land Claims Agreement.

## **A6.6 Authorities**

### **A6.6.1 Supply Arrangement Authority**

The Supply Arrangement Authority is:

Andrea Major, Procurement Team Lead  
Ship Recycling and Related Services  
Defence and Marine Procurement Branch  
Public Services and Procurement Canada (PSPC)

Telephone: 403-796-3230

E-mail address: andrea.major@tpsgc-pwgsc.gc.ca

The Supply Arrangement Authority is responsible for the issuance of the Supply Arrangement, its administration and its revision, if applicable.

### **A6.6.2 Supplier Representative** *(will be inserted at the issuance of the SA)*

The following is the contact person for all matters relating to the Supply Arrangement:

Name:

Title:

Telephone:

Email address:

## A6.7 Identified Users

The Identified Users include any government department, agency or Crown Corporation listed in Schedules I, I.1, II, III, of the *Financial Administration Act* R.S.C., 1985, c. F-11 and any other party for which the *Department of Public Works and Government Services Act* S.C. 1996, c. 16 may be authorized to act from time to time under section 16 of the Department of Public Works and Government Services Act (each a "Client").

## A6.8 On-going Opportunity for Qualification

Suppliers may request to be qualified on an on-going basis in accordance with the requirements of the RFSA including the mandatory technical criteria.

*New suppliers must allow at least 60 calendar days to the Supply Arrangement Authority to complete the evaluation of an arrangement.*

A notice will be posted approximately once a year after issuance of the SA on CanadaBuys. Existing Supply Arrangement Holders will not be required to submit a new arrangement but will have to ensure that any new requirements are met. SAs may be suspended or cancelled if new requirements are not met by suppliers.

## A6.9 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 the Supply Arrangement;
- (b) the [General Conditions 2020](#), (2022-12-01), Supply Arrangement – Goods or Services;
- (c) [Appendix 1– Vessel Recycling Facility Plan](#);
- (d) [Appendix 2 – Quarterly Usage Report](#);
- (e) the Supplier's arrangement dated \_\_\_\_\_ (will be inserted at the issuance of the SA).

## A6.10 Certifications and Additional Information

### A6.10.1 Compliance

Unless specified otherwise, continuous compliance with the certifications provided by the Supplier in its arrangement prior to issuance of the SA, and ongoing cooperation in providing additional information is a condition of the SA. Failure to comply with this condition will result in the Supplier no longer meeting the required qualifications of the SA. Certifications are subject to verification by Canada during the entire period of the SA and of any resulting contract that continues beyond the period of the SA.

### A6.10.2 Updates and Renewal

Once approved by Canada, the Vessel Recycling Facility Plan must be monitored and updated on an on-going basis to reflect any change of the applicable Canadian regulations, standards and business practices.

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The Supplier must provide to the Supply Arrangement Authority all new, updated and renewals of the Vessel Recycling Facility Plan during the period of the SA and of any resulting contract that continues beyond the period of the SA.

#### **A6.10.3 Permits, Licenses and Certificates**

The Supplier must obtain and maintain all permits, licenses and certificates of approval required for the Work to be performed under any applicable Canadian federal, provincial/territorial and municipal regulations and legislation, as applicable.

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

At any time during the period of the SA or any resulting Contract, Canada may request permits, licenses and certificates. Failure to comply with Canadian federal, provincial/territory or municipal regulations will result in the SA being cancelled.

#### **A6.11 Applicable Laws** *(will be inserted at the issuance of the SA)*

The SA and any contract resulting from the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province/territory of \_\_\_\_\_.

#### **A6.12 Transition to an e-Procurement Solution**

During the period of the SA, Canada may transition to an e-Procurement Solution (EPS) for more efficient processing and management of individual contracts for any or all of the SA's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Supplier with at least a three-month notice to allow for any measures necessary for the integration of the SA into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Supplier chooses not to provide the SA of their goods or services through the e-procurement solution, the SA may be set aside by Canada.

#### **A6.13 Electronic Payment of Invoices** *(info will be added for the issuance of the SA)*

The Supplier accepts to be paid using \_\_\_\_\_.

#### **A.6.14 Code of Conduct for Procurement**

As per article 31 of General Conditions 2010C, the Contractor must comply with the [Code of Conduct for Procurement](#).

**PHYSICAL, SEXUAL, VERBAL HARASSMENT AND/OR VIOLENCE, BULLYING, TEASING OR OTHER AGGRESSIVE BEHAVIOURS ARE STRICTLY PROHIBITED IN ALL INTERACTIONS WITH PUBLIC SERVANTS. FAILURE TO DEMONSTRATE COMPLIANCE WILL RESULT IN THE CANCELLATION OF THE SUPPLY ARRANGEMENT.**

Solicitation No. - N° de l'invitation  
EVC01-202003/A  
Client Ref. No. - N° de réf. du client  
EVC01-202003

Amd. No. - N° de la modif.  
File No. - N° du dossier  
002mer.EVC01-202003

Buyer ID - Id de l'acheteur  
002mer  
CCC No./N° CCC - FMS No./N° VME

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### **Appendix 1 – Vessel Recycling Facility Plan**

Suppliers must provide with their arrangement, their Vessel Recycling Facility Plan in accordance with the [Statement of Requirement – Annex A](#) and the requirements of Appendix 1 - Vessel Recycling Facility. The Supplier must use the **same naming convention and numbering structure** as provided in Appendix 1 below.

Suppliers must provide only the information requested. If the Vessel Recycling Facility Plan includes information that was not requested, the Supplier may be asked to revise the Plan to remove the additional information provided.

If attachments, annexes or appendices are provided with the Vessel Recycling Facility Plan, Suppliers must provide a reference sheet that includes the page number where the requested information can be found.

*If the Supplier is issued an SA, the accepted Vessel Recycling Facility Plan will be attached to the SA as Appendix 1.*

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## Appendix 1 - Vessel Recycling Facility Plan

### 1. FACILITY MANAGEMENT

#### 1.1 Vessel Recycling Facility Information

The Vessel Recycling Facility Plan must include the following information:

- (a) operating name of the Vessel Recycling Facility (company)
- (b) the legal name of the Vessel Recycling Facility (company);
- (c) address of Vessel Recycling Facility and other facilities;
- (d) contact list with emails and phone numbers;
- (e) the operating name of the company, if difference than the legal name;
- (f) the organizational structure and the roles, responsibilities and qualifications of management personnel that will oversee the Work. Each must be qualified and competent to conduct the management activities.

At a minimum, the organizational structure must include:

- a Project Manager;
  - a Project Planner/Estimator;
  - a Quality Assurance/Control Manager;
  - an On-Site Supervisor;
  - a Finance Manager;
  - an Occupational Health and Safety Manager; and
  - an Environmental Manager.
- (g) the name of the land or facility owner, if different than the operator.

#### 1.2 Vessel Recycling Facility

##### 1.2.1 Facility Requirements and Related Information

The Vessel Recycling Facility Plan must provide a clear and concise description of the physical location of the facility, docking facility (alongside or dry-dock), all work areas, including acreage and facility access routes. The description must also include other types of equipment such as synchro lift, etc. The Vessel Recycling Facility Plan must also include a detailed drawing or site map showing, at a minimum, the following areas:

- (a) Vessel berthing, Vessel dismantling area(s) and staging areas including keel clearance;
- (b) dry-dock, if applicable;
- (c) dismantling areas;
- (d) material holding areas;
- (e) Hazardous Materials storage areas;
- (f) Controlled Goods storage areas, if applicable;
- (g) decontamination areas;
- (h) First Aid Center;
- (i) environmental emergency response plan, Standard Operating Procedures (SOPs) and environmental response materials and Personal Protective Equipment (PPE) location(s);
- (j) supplier's project office at the Vessel Recycling Facility; and
- (k) any other items required under Canadian federal, provincial/territorial and municipal regulations.

### 1.2.2 Alongside Vessel Dismantling

Where the Vessel Recycling Facility will remove the Hazardous Materials/Wastes and dismantle the Vessel alongside, the Vessel Recycling Facility Plan must include the following:

- (a) maximum width and length of Vessels the dock can accommodate;
- (b) maximum Vessel draft the dock can accommodate;
- (c) validation and inspection report issued within the past two (2) years of the capacity and condition of the alongside area to be used for the Work provided by a marine structural engineer recognized by Canada;
- (d) allowable weight and size of the beaching area(s); and
- (e) any Vessel or docking limitation.

*Unless authorized by Canada, all dock(s) where Vessel dismantling or other related activities are performed must be re-certified every 60 months.*

### 1.2.3 Dry Dock Vessel Dismantling

Where the Vessel Recycling Facility will use dry dock to remove the Hazardous Materials and dismantle the Vessel, the dry dock must be certified to conduct those activities. The Vessel Recycling Facility Plan must include the following:

- (a) dry docking plans including detailed keel block load distribution sketches and blocking stability considerations along with the supporting calculations;
- (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 including cradles and any means or conveyance to remove a Vessel from the water, by a classification society recognized by Canada;
- (d) valid certification of synchro lift, marine railways, turning table and any other equipment used, by a qualified and competent firm; and
- (e) any Vessel or facility limitation.

*Although a dry docking facility may have a total capacity greater than the Vessel to be docked, the weight distribution of a specific 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 bidding on certain requirements. Suppliers may be required to demonstrate or provide additional information on the docking facility to the satisfaction of Canada that the certified capacity of the docking facility is safe for a particular Vessel.*

*Unless authorized by Canada, all dry dock(s) where Vessel dismantling or other related activities are performed must be re-certified every 60 months.*

### **1.3 Permits, Licenses and Certification**

The Vessel Recycling Facility Plan must include a copy of on site-specific permits, licences, and/or certificates that are in effect or obtained prior to the start of Vessel dismantling and recycling activities, including any lease or authorization from a landowner, port or other entity granting authorization, which may include approval from Canadian federal, provincial and municipal authority, to use the facility and waterside for Vessel dismantling and recycling purposes.

The Vessel Recycling Facility Plan must include procedures in place to ensure that the Vessel Recycling Facility is operated and maintained in a manner that complies with all applicable laws and regulations.

### **1.4 Site Security**

The Vessel Recycling Plan must describe the security measures in place to prevent unauthorized access to the Vessel Recycling Facility and the work site where the Vessels will be dismantled (Work Site).

At a minimum, the Vessel Recycling Facility must:

- (a) control each entry point by posting notices that state entrance onto the Work Site is restricted to authorized persons only and requiring that unauthorized visitors sign a log book at each entry point;
- (b) have a system in place to approve and grant access to the Work Site only to workers and other authorized persons;
- (c) stop unauthorized persons from circulating near the Work Site and remove them from the site; and
- (d) secure the Work Site after regular work hours including night time, week-ends and holidays to the extent required to protect against unauthorized entry and provide 24 hour surveillance with a video recording system that provides clear day and night vision to allow identification of all individuals.

*The Vessel Recycling Facility must keep a copy of all video recordings until completion of the Contract and approval of all deliverables by Canada or as specified by Canada.*

## 1.5 Service Area

The Vessel Recycling Facility Plan must include the following table. All region(s) and sub-region(s) where the Supplier can recover and/or transport the Vessel to the Vessel Recycling Facility must be identified.

|   |   |  |
|---|---|--|
| <input type="checkbox"/> Atlantic Region<br><input type="checkbox"/> Labrador<br><input type="checkbox"/> Prince Edward Island<br><input type="checkbox"/> New Brunswick<br><input type="checkbox"/> Newfoundland<br><input type="checkbox"/> Nova Scotia<br><br><input type="checkbox"/> Quebec Region<br><input type="checkbox"/> Abitibi-Témiscamingue<br><input type="checkbox"/> Bas-Saint-Laurent<br><input type="checkbox"/> Capitale Nationale<br><input type="checkbox"/> Centre-du-Québec<br><input type="checkbox"/> Chaudière-Appalaches<br><input type="checkbox"/> Côte Nord<br><input type="checkbox"/> Estrie<br><input type="checkbox"/> Gaspésie<br><input type="checkbox"/> Îles de la Madeleine<br><input type="checkbox"/> Lanaudière<br><input type="checkbox"/> Laurentides<br><input type="checkbox"/> Laval<br><input type="checkbox"/> Mauricie<br><input type="checkbox"/> Montérégie<br><input type="checkbox"/> Montréal<br><input type="checkbox"/> Outaouais<br><input type="checkbox"/> Saguenay Lac Saint Jean | <input type="checkbox"/> Ontario Region<br><input type="checkbox"/> Central East<br><input type="checkbox"/> Central West<br><input type="checkbox"/> Eastern<br><input type="checkbox"/> Northern<br><input type="checkbox"/> Western<br><br><input type="checkbox"/> Prairie and Northern Region<br><input type="checkbox"/> Northern Alberta (North, above 53 degrees)<br><input type="checkbox"/> Southern Alberta (South, below 53 degrees)<br><input type="checkbox"/> Northern Manitoba (North, above 53 degrees)<br><input type="checkbox"/> Southern Manitoba (South, below 53 degrees)<br><input type="checkbox"/> Northern Saskatchewan (North, above 53 degrees)<br><input type="checkbox"/> Southern Saskatchewan (South, below 53 degrees)<br><br><input type="checkbox"/> Arctic Region<br><input type="checkbox"/> Northwest Territories<br><input type="checkbox"/> North of Quebec – Eeyou Istche<br><input type="checkbox"/> Nord du Québec – Jamésie<br><input type="checkbox"/> Nord du Québec – Kativik<br><input type="checkbox"/> Nunavut<br><input type="checkbox"/> Yukon | <input type="checkbox"/> Pacific Region<br><input type="checkbox"/> North Coast - Smith Inlet and north. Includes Queen Charlotte Sound, Haida Gwaii, all the way to Stewart<br><input type="checkbox"/> Vancouver Island West Coast – Cape Scott to Pachena Point Lighthouse<br><input type="checkbox"/> North Vancouver Island – Cape Scott to Seymour Narrows - Interior<br><input type="checkbox"/> Central Vancouver Island – Seymour Narrows to Bowen Island / Howe Sound / across to Nanaimo<br><input type="checkbox"/> South Vancouver Island – Nanaimo including Gulf Islands, Victoria) to Pachena Point Lighthouse<br><input type="checkbox"/> Lower Mainland – Bowen Island and Fraser River<br><input type="checkbox"/> Non-coastal area – Northern Interior of BC (including Prince George)<br><input type="checkbox"/> Non-coastal area – Southern Interior of BC (South of Prince George) |
|---|---|--|

## 2. QUALITY MANAGEMENT

**VESSEL RECYCLING FACILITIES WITH ISO 9001:2008 OR 9001:2015 - QUALITY MANAGEMENT CERTIFICATION AT THE LOCATION WHERE THE VESSEL RECYCLING ACTIVITIES WILL TAKE PLACE ARE ONLY REQUIRED TO PROVIDE A COPY OF THE CERTIFICATION WITH THE ARRANGEMENT; HOWEVER, THE QUALITY MANAGEMENT PLAN (2.2) MUST BE PROVIDED UPON CANADA'S REQUEST BEFORE OR AFTER THE ISSUANCE OF AN SA.**

## 2.1 Quality Management System

The Vessel Recycling Facility must have a Quality Management System in place. The Vessel Recycling Facility is not required to be registered to the ISO 9001:2008 or 9001:2015 standard; however, the Vessel Recycling Facility Quality Management System must address each requirement contained in the standard.

The Vessel Recycling Facility employees (or subcontractors) who are responsible for ensuring quality must have the competence, training, and awareness of the requirements of either ISO 9001:2008 or 9001:2015.

## 3. HEALTH AND SAFETY MANAGEMENT

***VESSEL RECYCLING FACILITIES WITH ISO 45001:2018 – HEALTH AND SAFETY MANAGEMENT CERTIFICATION AT THE LOCATION WHERE THE VESSEL RECYCLING ACTIVITIES WILL TAKE PLACE ARE ONLY REQUIRED TO PROVIDE THE CERTIFICATION; HOWEVER, THE INFORMATION REQUESTED IN ARTICLES 3.2 TO 3.7 (INCLUDING 3.2.1 TO 3.2.9) MUST BE PROVIDED UPON CANADA’S REQUEST BEFORE OR AFTER THE ISSUANCE OF AN SA.***

### 3.1 Occupational Health and Safety System

The Vessel Recycling Facility must provide a description of its Occupational Health and Safety System including a copy of its recognized international standards for occupational safety and health management systems (e.g. OHSAS45011), and any certification awarded, as applicable.

### 3.2 Health and Safety Hazards and Risks

The Vessel Recycling Facility Plan must include detailed procedures and a description of equipment used for the protection of employees from various hazards and risks associated with Vessel dismantling and recycling activities in accordance with the [Canada Occupational Health and Safety Regulations](#) and any health and safety provincial or territorial regulations applicable where the Work is being conducted. The Plan must include, at a minimum, the potential project hazards and risks identified in articles 3.2.1 to 3.2.9.

#### 3.2.1 Confined and Enclosed Spaces

The Vessel Recycling Facility Plan must include procedures to carry out work in confined spaces. The procedures must include:

- (a) Personal Protective Equipment (PPE) used for the safety and emergency evacuation of persons entering confined spaces;
- (b) safe-for-entry procedures;
- (c) safe-for-entry inspection and testing procedures (including details of equipment to be used); and
- (d) safe-for-entry operational measures and monitoring.

*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.*

### 3.2.2 Diving Operations

The Vessel Recycling Facility Plan must have procedures in place to ensure that all dive work is conducted in accordance with the following:

- CSA Z275.2-04 - Occupational Safety Code for Diving Operations
- CSA Z275.4-02 - Competency Standards for Diving Operations
- CSA Z180.1-00 - Compressed Breathing Air and Systems

*For all dives, divers must have a current (less than one year) validated medical examination certificate(s) from a licensed Diving Physician in Canada who is knowledgeable and competent in diving and hyperbolic medicine.*

### 3.2.3 Hot Work

The Vessel Recycling Facility Plan must include procedures to prevent workplace accidents and injuries. The procedures must include at a minimum, the following:

- (a) PPE used for the safety and emergency evacuation of persons completing or supervising hot work;
- (b) flammable atmospheres;
- (c) toxic, corrosive, irritant or fumigated atmospheres and residues;
- (d) burning operations on steel or aluminum covered in layers of paint exceeding .5% weight-to-weight of lead;
- (e) gas freeing for burning and welding operations; and
- (f) safe-for-hot-work procedures including fire safety procedures.

### 3.2.4 Welding, cutting, grinding and heating

The Vessel Recycling Facility Plan must include protection measures for cutting operations, both to avoid the spreading of the contaminants as well as protecting the workers and PPE to be used.

The Vessel Recycling Facility Plan must also include procedures for ventilation, personnel monitoring for heavy-metals exposure, protection of personnel, training, respiratory protection, torch cutting, permits and inspections (including hot-work certification).

### 3.2.5 Drums, containers and pressure Vessels

The Vessel Recycling Facility Plan must include procedures for handling, transporting and storing pressure Vessels containing flammable gases, such as acetylene (C<sub>2</sub>H<sub>2</sub>), propane gas (C<sub>3</sub>H<sub>8</sub>) or oxygen (O<sub>2</sub>) for welding, heating and cutting works, in order to avoid any human injuries, caused by external forces, shock or heat to such Vessel.

Procedures for removing pressure Vessels containing carbon dioxide (CO<sub>2</sub>), nitrogen (N<sub>2</sub>) and other ozone-depleting substances used in fire-fighting and refrigeration systems, and procedures for transporting and storing drums and containers containing hazardous liquids, using appropriate PPEs, must also be described in the Vessel Recycling Facility Plan.

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### **3.2.6 Prevention of falling from heights and accidents caused by falling objects**

The Vessel Recycling Facility Plan must include procedures for using personal flotation devices, guarding deck openings, deck edges and platforms, utilizing personal fall arrest systems and guard rails and ensuring safe access to the Vessel to prevent slip-and-fall accidents and the dropping and scattering of objects.

Procedures for inspecting the equipment and maintaining inspection certificates must be included.

### **3.2.7 Gear and equipment for rigging and materials handling**

The Vessel Recycling Facility Plan must include procedures for testing and inspecting ropes, chains, slings, hooks, chain-falls and hoisting and hauling equipment. It must further include a description of operations using cranes, machines, mobile equipment and aerial and man-lift systems and a list of qualifications required for the operators.

Procedures for inspecting the equipment and maintaining inspection certificates must be included.

### **3.2.8 Housekeeping and illumination**

The Vessel Recycling Facility Plan must include procedures to ensure the work areas, such as alleyways, passageways and hatch openings including temporary deck openings are kept cleared and visible at all time.

### **3.2.9 Exposure Plan**

The Vessel Recycling Facility Plan must include control measures (procedures and equipment) used for the protection of employees from various risks associated with Vessel dismantling and recycling and exposure plan should workers or authorized person be exposed, at a minimum, to the following:

- (a) asbestos and materials containing asbestos exposure;
- (b) mould exposure;
- (c) inorganic lead exposure;
- (d) PCB exposure;
- (e) mercury and heavy metals exposure;
- (f) poor indoor air quality exposure; and
- (g) A-weighted sound pressure level.

### **3.3 Health and Safety Supervision**

The Vessel Recycling Facility Plan must provide the name and contact information of the designated person to be present at the Work Site who will be responsible for supervising the health and safety of the Work in accordance with the [Canada Occupational Health and Safety Regulations](#) and any health and safety provincial or territorial regulations applicable where the Work is being conducted. The person must:

- (a) be certified;
- (b) be responsible, obligated and authorized to stop work as deemed necessary for reasons of health and safety;
- (c) immediately address and correct health and safety violations and non-compliance issues;
- (d) conduct site safety orientation to all workers and other authorized persons prior to granting them access to the Work Site and Vessel;
- (e) conduct Work Site health and safety meetings; and
- (f) conduct regularly scheduled informal safety inspections of the Work Site, note deficiencies and remedial action in a log book or diary and keep inspection reports at the site.

### 3.4 Accident Reporting

The Vessel Recycling Facility Plan must include procedures to investigate and report incidents and accidents in accordance with the [Canada Occupational Health and Safety Regulations](#) and any health and safety provincial or territorial regulations applicable where the Work is being conducted.

### 3.5 Emergency Preparedness And Response Plan

The Emergency Preparedness and Response Plan is a sub-plan of the Vessel Facility Recycling Plan and must be provided with the arrangement. The Emergency Preparedness and Response Plan must be maintained and kept separately.

The Emergency Preparedness and Response Plan must include a summary page at the front of the document for quick access, showing 24-hour contact information (including telephone numbers) for the appropriate contact personnel (such as management personnel and emergency response personnel). The summary page must also show the locations where the Emergency Preparedness and Response Plan is kept at the Vessel Recycling Facility.

The Emergency Preparedness and Response Plan must take into consideration a wide variety of potential scenarios, including, but not limited to, human injuries, environmental accidents, extreme acts of nature and the activities of the surrounding community (such as an emergency at a nearby chemical processing plant), as applicable.

The Emergency Preparedness and Response Plan must do the following:

- (a) ensure that the necessary equipment including fire hydrants, extinguishers, first-aid facilities, clean-up equipment, breathing apparatus, alarms and signals and details of training arrangements that are commensurate with the possible emergency situations likely to occur at the Vessel Recycling Facility and emergency procedures are in place, and that drills are being held on a regular basis;
- (b) provide for the information and internal communication and coordination necessary to protect all people in the event of an emergency at the Vessel Recycling Facility;
- (c) provide information to and ensure communication with appropriate authorities, the surrounding community and the emergency response services;
- (d) provide for first-aid and medical assistance, fire-fighting, evacuation of all people from the Vessel Recycling Facility (including emergency escape route and muster station) and pollution prevention measures such as the response to spills of Hazardous Materials (including the safe handling of spilled or emitted materials and the procedure for cleaning contaminated areas);
- (e) provide visible indications of location of first aid stations, fire control stations and evacuation routes;
- (f) further ensure the provision of relevant information and training to all workers at the Vessel Recycling Facility, at all levels and according to their competence, including regular exercises in emergency prevention, preparedness and response procedures; and
- (g) include procedures for recording of an emergency incident and investigation and corrective actions following an emergency incident.

### 3.6 Training Program

The Vessel Recycling Facility Plan must provide detailed information on the general workforce and job functions and training procedures to ensure the appropriate level of worker safety protection in accordance with the [Canada Occupational Health and Safety Regulations](#) and any health and safety provincial or territorial regulations applicable where the Work is being conducted. The training program must cover all workers and members of the Vessel Recycling Facility, including subcontractor personnel and employees, and must identify the type and frequency of training.

The training program must include appropriate training for tasks and operations performed by the employees including, at a minimum, the following:

- (a) extensive knowledge and communication of information about Hazardous Materials including WHMIS training for the applicable Hazardous Materials;
- (b) job hazard awareness, including handling and management of Hazardous Materials;
- (c) confined spaces entry and surveillance;
- (d) personal protective equipment;
- (e) fire protection and prevention;
- (f) emergency response and evacuation;
- (g) safety and health training including safe use of tools and equipment and site conditions and minimum safety rules to be observed on site; and
- (h) first-aid knowledge and certification.

*The training program must enable workers to safely undertake all operations that they are tasked to do and ensure that all workers at the Vessel Recycling Facility have been provided with the appropriate training prior to performing any Vessel dismantling and recycling operation. The training program must be reviewed periodically and modified as necessary.*

### 3.7 Site Records

The Vessel Recycling Facility Plan must have procedures in place to keep and maintain all health and safety documentation and reports produced as part of the Work in accordance with the [Canada Occupational Health and Safety Regulations](#) and any health and safety provincial or territorial regulations applicable where the Work is being conducted.

*Site records must be provided if requested by Canada at any time during the period of the SA and resulting contracts.*

## 4. ENVIRONMENTAL MANAGEMENT

**VESSEL RECYCLING FACILITIES WITH ISO 14001:2015 - ENVIRONMENTAL MANAGEMENT CERTIFICATION AT THE LOCATION WHERE THE VESSEL RECYCLING ACTIVITIES WILL TAKE PLACE ARE ONLY REQUIRED TO PROVIDE A COPY OF THE CERTIFICATION WITH THE ARRANGEMENT; HOWEVER, THE INFORMATION REQUESTED IN ARTICLES 4.2 TO 4.4 (INCLUDING 4.3.1 TO 4.3.4) MUST BE PROVIDED UPON CANADA'S REQUEST BEFORE OR AFTER THE ISSUANCE OF AN SA.**

#### **4.1 Environmental Management System**

The Vessel Recycling Facility must have in place an Environmental Management System consistent with the procedures of the Environmental Management ISO 14001:2015. At a minimum, the system must address the requirements of Emergency Preparedness and Response and Competence, Training, and Awareness contained in the ISO 14001:2015.

If the Vessel Recycling Facility is certified to the ISO 14001:2015, the Vessel Recycling Facility Plan must include a copy of the certification in the Vessel Recycling Facility Plan. If the Vessel Recycling Facility is not certified to the ISO 14001:2015 standards, the Vessel Recycling Facility Plan must include the processes and maintenance needed to handle potential emergency situations. The Vessel Recycling Facility Plan must include a copy of its recognized international standards for an Environmental Management System and any certification awarded, as applicable, and at a minimum, provide the following records and/or templates:

- (a) action to be taken to prevent or mitigate the consequences of emergency situation;
- (b) periodic testing of any procedures plans and response mechanisms;
- (c) periodic reviews and updates of procedures and plans based on experience;
- (d) provision of relevant information and training to relevant interested parties; and
- (e) Monitoring Plan for air and water pollution.

The Vessel Recycling Facility employees (or subcontractors) who are responsible for environmental impacts avoidance must have the competence, training, and awareness requirements of ISO 14001:2015. The Vessel Recycling Facility Plan must include the processes and maintenance required for the competence, training, and awareness by providing the following records and/or templates:

- (a) Identification of what competencies (skills and abilities) are required for each position in regard to avoidance of environmental impacts;
- (b) Identify what training is required for the position, external and internal; and
- (c) Awareness training for tasks that can lead to potential environmental impacts:
  - i. Conforming to the environmental policies and procedures;
  - ii. Significant environmental aspects and potential impacts;
  - iii. Roles and responsibilities to achieve conformity; and
  - iv. Potential consequences of departure from procedures.

#### **4.2 Environmental Protection Plan**

The Environmental Protection Plan is a sub-plan of the Vessel Facility Recycling Plan and must be provided with the arrangement. The Environmental Protection Plan must be maintained and kept separately.

The Environmental Protection Plan must be developed in a way that demonstrates commitment to avoidance of adverse environmental impacts through implementation of best practices rooted in pollution prevention and the promotion of sound environmental practices for Vessel dismantling and recycling.

The Environmental Protection Plan must meet the requirements of all applicable Canadian federal, provincial/territorial and municipal regulations and demonstrate:

- (a) understanding of the environmental risks associated with Vessel dismantling and recycling;
- (b) capability of managing and disposing all the materials, parts, equipment and machinery of a Vessel in an environmentally sound manner;

- (c) controls are implemented to protect the environment, including with respect to handling and disposing of Hazardous Materials; and
- (d) commitment to avoid adverse environmental impacts through implementation of best practices rooted in pollution prevention and the promotion of sound environmental practices.

The Environmental Protection Plan must cover any recovery site, the Vessel Recycling Facility and any other Approved Site(s) where Work may be performed.

The Environmental Protection Plan must include a description of the method and procedures used to:

- (a) remove liquids including fuels, oils, bilge and ballast water from the Vessel;
- (b) remove any residual liquids; and
- (c) remove the Vessel from the water to protect water from Hazardous Material/Wastes.

### **4.3 Environmental Contingency Plan**

The Environmental Contingency Plan is a sub-plan of the Vessel Facility Recycling Plan and must be provided with the arrangement. The Environmental Protection Plan must be maintained and kept separately.

#### **4.3.1 Spill Prevention**

The Environmental Contingency Plan must include details and procedures for spill prevention. At a minimum the details and procedures must include:

- (a) environmental protection measures to be implemented during transfer and offloading of liquids including black and grey water, oil and fuels (from removal to transportation to Approved Site(s));
- (b) the process of how contaminants are to be contained and how to deal with situations involving petroleum product leaks in water or on the ground, ozone depleting substance leaks, or fire on the Vessel or explosion.
- (c) details on the process for cleaning, removal, and disposal of hydrocarbon impacted areas and miscellaneous items including, but not limited to: tanks, piping, boilers, engines, shafting, gearing, stern tubes, steering gear, hydraulics and bilge;
- (d) Vessel flood monitoring, response and reporting procedures;
- (e) details of the containment and diversionary structures in place to prevent discharged Hazardous Materials from contaminating soil and water;
- (f) facility drainage areas (must be identified on site map or drawing);
- (g) list of equipment readily available for spill clean-up; and
- (h) the history of incidents at the Vessel Recycling Facility.

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#### **4.3.2 Spill response and countermeasures**

The Environmental Contingency Plan must include details and procedures for spill response and countermeasures. At a minimum the details and procedures must include:

- (a) spill response procedures and notification procedures (at a minimum, for oils, fuel, bilge and ballast contaminated liquids, etc.);
- (b) the name of the designated in-house or subcontracted personnel who will be responsible for managing the Environmental Contingency Plan and for responding to spills or similar emergencies, as well as the local authorities (such as the fire department) that may have jurisdiction at the Vessel Recycling Facility;
- (c) 24-hour contact information; and
- (d) both a narrative and graphic description of the Vessel Recycling Facility layout, including but not limited to:
  - o the location of any water bodies or other routes of migration;
  - o the storage location of oil, fuel and other Hazardous Materials;
  - o the types and locations of emergency-response equipment (such as absorbent materials, pumping equipment, personal protective equipment and first-aid equipment, etc.).

#### **4.3.3 Storm-water pollution prevention**

The Vessel Recycling Facility Plan must include a program that provides measures to be implemented and maintained to minimize the potential for storm-water contamination at the Vessel Recycling Facility.

The details for the prevention of storm-water pollution must include:

- (a) the identification of all potential pollutant sources at the Vessel Recycling Facility that could come into contact with storm water, with the nearby receiving waters and with storm water-conveyance systems;
- (b) a site map that depicts such information must be developed and provided with the Vessel Recycling Facility Plan; and
- (c) results of assessment and control measures in place to reduce the threat of storm-water pollution. Control measures must include best management practices, maintenance and inspection programs, employee training and reporting.

Records on maintenance, inspections and employee training must be maintained. Periodic review of the storm-water management program must be completed to determine which best management practices are fulfilling their intended function and for identifying weaknesses in the procedures.

#### **4.3.4 Debris prevention and control**

The Vessel Recycling Facility Plan must include procedures that provides to be implemented and maintained to minimize the potential for debris deposition into the water, including the maintenance of areas from which debris might be transported into the marine environment by wind, storm drains, tides or run-off. Control measures must be implemented to reduce the likelihood of debris deposition.

#### **4.4 Training Program**

The Vessel Recycling Facility Plan must provide detailed information on the general workforce and job functions and training procedures to ensure the appropriate level of environmental protection. The training program must cover all workers and members of the Vessel Recycling Facility, including subcontractor personnel and employees, and must identify the type and frequency of training.

The training program must include appropriate training for tasks and operations performed by the employees including, at a minimum, the following:

(a) knowledge of the applicable Canadian environmental legislation, guidelines and practices; knowledge of any applicable environmental emergency plans, Standard Operating Procedures (SOP), procedures and usage of the environmental/emergency response materials and ability to respond to the appropriate level of environmental emergency; and spill response and countermeasures.

*The training program must enable workers at the Vessel Recycling Facility to undertake all operations in a way to protect and to minimize the risk of endangering the environment including marine species and to respond appropriately to environmental incidents caused by these operations in accordance with Canadian regulations. The training program must be reviewed periodically and modified as necessary.*

## **5. HAZARDOUS MATERIALS**

For each of the Hazardous Material listed in article 5.2, the Vessel Recycling Facility Plan must demonstrate that it is permitted to conduct Hazardous Materials handling, transport, treatment, storage and disposal.

*The Vessel Recycling Facility must comply with any applicable Canadian legislation/regulations in the handling, transport, treatment, storage and disposal of Hazardous Materials/Wastes.*

### **5.1 Subcontractors**

Where subcontractors will be used to handle Hazardous Materials, the Vessel Recycling Facility Plan must include procedures to ensure all subcontractors (including those involved in handling, transport, treatment, storage and disposal) hold valid permits, registrations and/or certificates, as applicable.

### **5.2 Process, Procedures and Methodologies**

The Vessel Recycling Facility Plan must describe the process, control procedures and abatement methodologies used for the removal, labelling, storage, segregation, transport, treatment and disposal, at a minimum, for the following Hazardous Materials in accordance with Canadian federal, provincial/territory and municipal requirements:

- (a) asbestos-containing materials;
- (b) metals (including lead) in paint;
- (c) heavy metals in materials (flashing, solder, anodes, etc.);
- (d) Polychlorinated Biphenyl (PCB) containing materials;
- (e) mercury;
- (f) ozone depleting substances;
- (g) petroleum oil and lubricant residue and residual;
- (h) black and grey water;
- (i) mold; and
- (j) radioactive materials.

*If a subcontractor is engaged to remove, handle and remediate Hazardous Materials, the procedures of the subcontractors must be included in the Vessel Recycling Facility Plan.*

### 5.3 Authorized Facility

In situations where the Hazardous Materials and Wastes are sent off site, the Vessel Recycling Facility Plan must describe procedures to ensure that they are transferred only to a facility authorized to deal with their safe and environmentally sound treatment and disposal.

The Vessel Recycling Facility Plan must identify all off-site management and disposal facilities for each of the Hazardous Material mentioned above, and describe how the materials will be managed at those facilities.

*The authorized facilities must adhere to Canadian federal, provincial/territorial and municipal regulations.*

## 6. DISPOSAL DATABASE

The Vessel Recycling Facility Plan must include procedures for tracking [Hazardous Materials/Wastes](#) and weighing them before they are transported from the Vessel Recycling Facility to their ultimate destination, and for managing and storing [Hazardous Materials/Wastes](#) documentation, including that of subcontractors.

The Vessel Recycling Facility must also use a disposal database to track details of reused, recycled and disposed [Hazardous Materials/Wastes](#), non-Hazardous Materials/Wastes, equipment, machinery, etc. The Vessel Recycling Facility must provide the disposal database to Canada upon request within 48 hours of the request.

### 6.1 Hazardous Materials and Wastes

For each [Hazardous Material/Waste](#) collected from the Vessel, the disposal database must include the following:

- (a) type;
- (b) removal process;
- (c) method of packaging and bundling;
- (d) weight;
- (e) secure process for transportation (to storage and/or disposal site);
- (f) details of shipping manifest, bill of lading or tracking number for transport of [Hazardous Materials/Wastes](#) to the certified facility and acceptance by the certified disposal facility;
- (g) name of facility disposing of Hazardous Materials and certification number (authorization); and
- (h) details of the delta between when the Hazardous Materials/Wastes were removed from the Vessel and accepted at the certified disposal facility.

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## 6.2 Equipment, Furniture, Non-Hazardous Materials and Machinery

Details of all equipment, furniture, parts, non-Hazardous Materials/Wastes and machinery removed from the Vessel must be recorded in the disposal database. For each item collected from the Vessel, the disposal database must include the following:

- (a) description of item;
- (b) quantity;
- (c) weight;
- (d) how it was handled (i.e. re-used, recycled, sold or disposed); and
- (e) composition (e.g. waste (landfill) 10%, steel (recycled) 90%).

*Disposal of items in landfills, or via other final disposal operations must only be done as last resort, and only in controlled facilities.*



## **B. BID SOLICITATION**

### **B6.1 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](#) issued by PWGSC.

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 applies to the bid solicitation.

Subsection 3.a) of Section 01, Integrity Provisions – Bid is deleted in its entirety and replaced with the following:

- a) at the time of submitting an arrangement under RFSA, the Bidder will have already provided a list of names, as requested in Section 17 of the [Ineligibility and Suspension Policy](#). During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of directors.

Subsection 1. of Section 05, Submission of bids is deleted in its entirety and replaced with the following:

Canada requires that each bid, at solicitation closing date and time or upon request from the representative of the Identified User, be signed by the Bidder or the representative named in the SA.

Subsection 2.d) of Section 05, Submission of bids is deleted in its entirety and replaced with the following:

- d) send its bid only to the representative of the Identified User specified in the bid solicitation (Service Request form – Part 1).

Subsection 3. of Section 05, Submission of bids is deleted in its entirety.

Section 06, Late bids is deleted in its entirety and replaced with the following:

Canada will delete bids delivered after the stipulated solicitation closing date and time.

Section 07, Delayed bids is deleted in its entirety.

Section 08, Transmission by facsimile or by CPC Connect is deleted in its entirety and replaced with the following:

Bids may only be sent electronically via email to the representative of the Identified User.

Subsection 2 of Section 20, Further information is deleted in its entirety.

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## **B6.2 Bid Solicitation Process**

The Identified User is responsible for the bid solicitation process and the award of contracts up to their financial delegation limit if the Vessel does not include pollutants.

If the Vessel includes pollutants, the Identified User is responsible for the bid solicitation process and the award of contracts up to \$500,000.00 (applicable taxes included).

Public Services and Procurement Canada (PSPC) is responsible for the bid solicitation process and the award of contracts that exceeds \$500,000.00 (applicable taxes included) if the Vessel includes pollutants or if the planned procurement exceed the financial delegation limit of the Identified User.

*For some requirements, the bid solicitation process (B6.2.1 and B6.2.2) and the resulting contract clauses (Part C. Contract Clauses) may be changed to meet the requirements of the applicable trade agreements and other contractual obligations.*

### **B6.2.1 Selection of Bidders**

The following steps describe the process for the selection of suppliers who have been issued a supply arrangement, to be invited to bid on a requirement:

Step 1 – If the Vessel is located in the Nunavut region or within another area subject to a modern treaty that contains federal procurement obligations, Supply Arrangement Holders within the modern treaty will be invited to bid on the requirement in accordance with Canada's procurement obligations under the applicable agreement.

Step 2 – If no Supply Arrangement Holders exists within the area subject to a modern treaty, the bid solicitation may be either set-aside under the Procurement Strategy for Indigenous Business (PSIB) or opened up to all Supply Arrangement Holders for that region. Non-indigenous Supply Arrangement Holders may be required to provide an Indigenous Participation Plan with the bid. Additional information on the requirement for Indigenous Participation Plans can be found in the [Annex H - Indigenous Participation Component](#).

Step 3 – If the Vessel is located outside the Nunavut region or another area subject to a modern treaty, the bid solicitation may be set-aside under the Procurement Strategy for Indigenous Business (PSIB) or the bid solicitation could be opened up to all Supply Arrangement Holders for that region. Non-indigenous Supply Arrangement Holders may be required to provide an Indigenous Participation Plan with the bid. Additional information on the requirement for Indigenous Participation Plans can be found in the [Annex H - Indigenous Participation Component](#).

*To be considered for a set-aside for indigenous businesses, the business must be registered in the Indigenous Business Directory. The certification for set-aside for indigenous businesses must be provided ([Attachment 3](#)).*

### **B6.2.2 Distribution of Bid Solicitation**

The bid solicitation will be sent directly to the Supplier Representatives, at the email address identified in the Supply Arrangement.

### **B6.3 Bid Preparation Instructions**

[Part 1](#) of the Service Request form is the bid solicitation.

[Part 2](#) of the Service Request form including the preliminary Vessel Recovery Plan (if applicable), the preliminary Vessel Transportation Plan, the preliminary Vessel Recycling Plan, the Pricing Schedule, Insurance Certificate or letter (as per C6.15) and any other mandatory information, documentation and/or certifications requested in Part 1 is the Bidder's bid.

[Part 3](#) of the Service Request form is used to award the contract to the successful bidder.

*All information provided or requested on the Service Request form is referenced by a box number. For each box number, additional information and/or instructions for Bidders are provided in articles [B6.3.1](#) and [B6.3.2](#).*

#### **B6.3.1 Solicitation document – Service Request Form Part 1**

Part 1 of the Service Request form is the solicitation document.

For each of the box number identified in [Part 1](#) of the Service Request form, additional details and/or instructions for the Bidders are as follows:

-----  
**Box 1 – Name of Identified User**

The Identified User (IU) is the department or agency for whom the Work will be carried out under the resulting contract.

*As per the Article A6.7 of the Supply Arrangement, the Identified Users include any government department, agency or Crown Corporation listed in Schedules I, I.1, II, III, of the [Financial Administration Act](#), R.S.C., 1985, c. F-11 and any other party for which the Department of Public Works and Government Services may be authorized to act from time to time under section 16 of the [Department of Public Works and Government Services Act](#) S.C. 1996, c. 16 (each a "Client").*

**Box 2 – Solicitation Date**

The representative of the Identified User will add the date of the Solicitation.

**Box 3 – Solicitation number**

The representative of the Identified User will add the solicitation number. Suppliers should add the solicitation number as a reference to any communication with the representative of the Identified User during the bid solicitation period until contract award.

#### Box 4 – Amendment

If any changes are required to the bid solicitation during the bid solicitation period, the representative of the Identified User will indicate the amendment number associated with the changes before providing the amendment to the Supply Arrangement Holders.

#### Box 5 – Representative of the Identified User

The representative of the Identified User is the representative of the department, agency or organization for whom the Work will be carried out under the resulting contract. The representative of the Identified User is responsible for the bid solicitation process.

#### Box 6 and 7 – Phone and Email

All communication during bid solicitation must be with the representative of the Identified User only. Inquiries should be made using the email address provided.

#### Box 8 – Region of Identified User

The representative of the Identified User will add the Region responsible for accepting the overall work. The regions are as follows:

- Arctic
- Atlantic
- Quebec
- Ontario
- Pacific
- Prairies and Northern
- National Capital

#### Box 9 – Section, Division or Other

The representative of the Identified User may add additional identification information for internal use only.

#### VESSEL PARTICULARS

#### Box 10 – Photograph of Vessel

A photograph of the subject Vessel and the date the photograph was taken will be added. If additional photographs are available, the representative of the Identified User will indicate if they are included with the bid solicitation. Unless indicated otherwise by the representative of the Identified User, the photograph and the date the photograph was taken must be on the cover page of all deliverables delivered under any resulting contract. The statement: "Photograph taken on" must be in front of the date.

#### Box 11 to 16 – Vessel Particulars

The representative of the Identified User will add all known information about the Vessel.

#### Box 17 – Hull Construction Material

The representative of the Identified User will indicate the hull construction material.

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The hull construction materials are as follows:

- Aluminium
- Steel
- Fiberglass, GRP, plastic
- Cement/ferrocement
- Fabric
- Iron
- Rubber
- Timber

Box 18 – Superstructure Construction Material

The representative of the Identified User will indicate the superstructure construction materials.

Box 19 – State of Vessel

The representative of the Identified User will indicate if the Vessel is anchored, berthed, floating, beached, partially submerged or submerged.

Box 20 – Environmental Assessment

The representative of the Identified User will indicate if an environmental assessment of the surroundings of the Vessel was completed and available.

Box 21 – Other

The representative of the Identified User may add any additional information applicable to the Work.

Box 22 – Machinery and Equipment

The representative of the Identified User will provide details on any machinery and equipment might be in the Vessel. If photographs are available, the representative of the Identified User will include them with the bid solicitation.

*Canada is not responsible should the machinery and equipment be different than described or missing from the Vessel.*

#### LOCATION OF VESSEL

Box 23 – Location

The representative of the Identified User will add the city and/or municipality or any other available information to identify the area where the Vessel is located.

Box 24 and 25 – Latitude and Longitude

The representative of the Identified User will add the units that represent the geographic location of the Vessel.

*The latitude and longitude units are provided based on the best knowledge of Canada to aid the Contractor find the location of the Vessel. Canada is not responsible if the units are not exact.*

#### Box 26 and 27 – Accessibility of Vessel and Special Note

The representative of the Identified User will indicate if the Vessel can be accessed by land, by water or if there are no known access route to the Vessel. If photographs are available, the representative of the Identified User will include them with the bid solicitation.

*The accessibility of the Vessel may change due to unforeseen circumstances. Canada is not responsible should the Vessel shift and access changes. The Contractor is responsible for determining the best way to access the Vessel and getting proper authorization, as required, to access the Vessel.*

#### Box 28 – Safety Hazards

The representative of the Identified User will indicate any known safety hazards. The Contractor will have to make its own assessment to determine if different or additional safety hazards exist.

*Canada is not responsible for identifying hazards or for any injury that may occur during the completion of the Work including the preparation to access the Vessel, as applicable.*

#### Box 29 – Hazardous Materials

The representative of the Identified User will provide a list of any Hazardous Materials known to be on or near the Vessel and if possible, estimated quantities.

*Canada is not responsible should different or additional Hazardous Materials be found on or near the Vessel or if the estimated amount, if provided, is different than the actual amounts. The Contractor is responsible for making its own assessment and address each Hazardous Material accordingly.*

### INDIGENOUS CONSIDERATION

#### Box 30 – Modern treaty

The representative of the Identified User will indicate if the Vessel is located in an area subject to a modern treaty.

#### Box 31 – Details of applicable treaty

The representative of the Identified User will provide details of the applicable treaty, if applicable.

*If more than one modern treaty applies, the details of all treaties will be included.*

#### Box 32 –Indigenous Participation Plan (IPP)

The representative of the Identified User will indicate if an Indigenous Participation Plan is required. If “Yes” is checked, Bidders must provide with their bid, an Indigenous Participation Plan in accordance with the instructions provided in the [Indigenous Participation Component – Annex H](#).

#### Box 33 – Indigenous Businesses

The representative of the Identified User will indicate if the procurement is set-aside for Indigenous Businesses. If “Yes” is checked, Bidders must be registered in the Indigenous Business Directory and the [Set-aside for Indigenous Business Certification](#) (Attachment 3 of the RFSA) must have been provided to the Supply Arrangement Authority to receive the bid solicitation.

*Suppliers can register at any time and provide the certification ([Attachment 3](#) of the RFSA) to the Supply Arrangement Authority once registered.*

#### REQUIREMENT

#### Box 34 – Requirement

The representative of the Identified User will indicate which Stream applies to the bid solicitation, and if paint sampling is required.

#### Box 35 – Vessel Transportation

The representative of the Identified User will indicate where the Vessel must be transported. The Vessel may be transported to the following:

- (a) Approved Site for recycling; or
- (b) Secure Site; or
- (c) Secure Site to Approved Site for recycling.

*If the Vessel must be transported to a secure site, the representative of the Identified User will indicate the address of the secure site.*

#### Box 36 – Restriction(s)

The representative of the Identified User will indicate any restriction applicable to the requirement. The restrictions may include, but are not limited to:

- (a) Vessel division at the recovery site not allowed
- (b) Towing the Vessel not allowed

#### Box 37 – Vessel Recovery Plan

If the Vessel is not docked in an accessible area or if the Vessel is partially or completely submerged, the representative of the Identified User will request a preliminary Vessel Recovery Plan with the bid.

#### Box 38 – Security

The representative of the Identified User will indicate if a security requirement applies to the requirement.

If a security requirement applies, the representative of the Identified User will include the clause applicable to the bid solicitation and to the resulting contract. Only bids of bidders meeting the security requirement will be evaluated.

#### Box 39 – Deliverable(s)

The representative of the Identified User will indicate in which format or formats (see 1 to 4 below) to deliver the deliverables, and will indicate if the deliverables must be provided in English, French or in both official languages. Specific delivery instructions may also be provided if required.

- |                              |                               |
|------------------------------|-------------------------------|
| 1. Hard copy                 | 3. Electronic copy on USB Key |
| 2. Electronic copy via email | 4. Other                      |

#### Box 40 – Controlled Goods (DND only)

If the representative of the Identified User indicates that the Vessel contains controlled goods, the following applies to the requirement:

1. As the resulting contract will require the production of or access to controlled goods that are subject to the [Defence Production Act](#), R.S. 1985, c. D-1, bidders are advised that only persons within Canada who are registered, exempt or excluded under the Controlled Goods Program (CGP) are lawfully entitled to examine, possess or transfer controlled goods. Details on how to register under the CGP are available at: [Controlled Goods Program](#) and registration is carried out as follows:

(a) When the bid solicitation includes controlled goods information or technology, the Bidder must be registered, exempt or excluded under the CGP before receiving the bid solicitation. Requests for technical data packages or specifications related to controlled goods should be made in writing to the representative of the Identified User identified in the bid solicitation and must contain the CGP registration number or written proof of exemption or exclusion of the Bidder and of any other person to whom the Bidder will give access to the controlled goods.

(b) When the bid solicitation does not include controlled goods information or technology but the resulting contract requires the production of or access to controlled goods, the successful Bidder and any subcontractor who will be producing or accessing controlled goods must be registered, exempt or excluded under the CGP before examining, possessing or transferring controlled goods.

(c) When the successful Bidder and any subcontractor proposed to examine, possess or transfer controlled goods are not registered, exempt or excluded under the CGP at time of contract award, the successful Bidder and any subcontractor must, within seven (7) working days from receipt of written notification of contract award, ensure that the required application(s) for registration or exemption are submitted to the CGP. No examination, possession or transfer of controlled goods must be performed until the successful Bidder has provided proof, satisfactory to the Contracting Authority, that the successful Bidder and any subcontractor are registered, exempt, or excluded under the CGP.

Failure to provide proof, satisfactory to the representative of the Identified User, that the successful Bidder and any subcontractor are registered, exempt or excluded under the CGP, within thirty (30) days from receipt of written notification of contract award, will be considered a default under the resulting contract except to the extent that Canada is responsible for the failure due to delay in processing the application.

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2. Bidders are advised that all information on the [Application for Registration \(or exemption\) Form](#) will be verified and errors or inaccuracies may cause significant delays and/or result in denial of registration or exemption.

#### Box 41 – Financial Security

If the representative of the Identified User indicates that a security deposit is required, the following applies:

The Bidder is required to provide evidence with its bid that it can provide a security deposit as outlined in clause [C6.25](#). Such evidence must take the form of a letter to be obtained at the sole expense of the Bidder and issued by an approved financial institution on its letterhead to the Minister of Public Works and Government Services and signed by an authorized representative, confirming unequivocally that, upon the Contract being awarded to the Bidder, the approved financial institution will, upon request, provide the Bidder with a form of security deposit, and setting out, at a minimum, the amount of any such security and that the security will be extended and must not expire before 90 days after the completion date indicated in the Contract.

Failure to provide this evidence by the Bidder will result in disqualification of its bid. The cost to the Bidder of the Contract Financial Security is to be indicated in [Annex "E" – Pricing Schedule](#).

If its bid is accepted, the Bidder must provide Contract Financial Security within ten (10) calendar days of contract award.

If, for any reason, Canada does not receive, within the specified period, the required Contract Financial Security described above, Canada may accept another offer, seek new bids, negotiate a contract or not accept any bids, at Canada's sole discretion.

*Refer to the SACC Manual Clause [E0008T](#) for definition of a security deposit and approved financial institution.*

#### Box 42 – Insurance Requirement

Insurance requirement is detailed in clause [C6.15](#). If the representative of the Identified User of the Canadian Coast Guard indicated indicates that the Vessel is considered a wreck in accordance with the *Wrecked, Abandoned or Hazardous Vessels Act* S.C. 2019, c. 1, the Bidder must provide proof that he can obtain the Marine Liability Insurance for Wrecks (see [C6.15.3](#)).

#### Box 43 – Specific Instructions and/or Comments

The representative of the Identified User will include any specific requirements not included in the SOR and any comments to be considered by bidders. The specific requirement may be items from the Vessel to be returned to Canada. A Statement of Work could be added.

## BIDDERS' CONFERENCE AND VESSEL VIEWING

*If Box 38 of the Service Request Form indicates that the requirement includes a security requirement, personnel security screening is required prior to gaining authorized access to PROTECTED information, assets, or sites or CLASSIFIED information, assets or sites. The Bidder's Company Security Officer (CSO) must ensure that the attendee(s) hold a valid security clearance at the required level for the Bidders' Conference and/or Vessel Viewing, if applicable. Failure to comply with the security requirements will result in the representative(s) being denied access to the site.*

### Box 44 – Bidders' Conference

If a mandatory or optional Bidders' Conference is associated with the requirement, the representative of the Identified User will attach [Annex I](#) to the bid solicitation to provide the location, date, time and other details or instructions.

Bidders are required to 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 48 hours prior to the conference. Attendees will be required to sign an attendance sheet.

Any clarifications or changes to the bid solicitation resulting from the bidders' conference will be included as an amendment to the bid solicitation.

*Mandatory Bidders' Conference: Bidders who do not attend the mandatory bidders' conference or do not send a representative will not be given an alternative appointment and their bid will be declared non-responsive.*

*Optional Bidders' Conference: It is recommended that the Bidder or a representative of the Bidder attend the Optional Bidders' Conference. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid.*

### Box 45 – Vessel Viewing

If a mandatory or optional Vessel Viewing is associated with the requirement, the representative of the Identified User will attach [Annex I](#) to the bid solicitation to provide the location, date, time and other details or instructions.

Bidders are required to provide, in writing, to the Contracting Authority, the name(s) of the person(s) who will be attending no later than 48 hours prior to the viewing. Attendees will be required to sign an attendance sheet and the [Release, Waiver, and Assumption of Risk form – Annex J](#).

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

*Mandatory Vessel Viewing: 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.*

*Optional Vessel Viewing: It is recommended that the Bidder or a representative of the Bidder attend the optional Vessel viewing. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid.*

## TIMELINES

*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 48 hours of the request.*

### Box 46 – Work Period

The representative of the Identified User will indicate when the Work must commence, the timelines to recover (if applicable) and transport the Vessel and when the Work must be completed.

### Box 47 – Deliverables

The representative of the Identified User will indicate the date that all deliverables must be provided to the Project Authority for review and approval.

*The Contractor must provide the draft deliverables to Canada prior to the due date. The Contractor should allow a minimum of 72 hours for Canada to review and approve the deliverables. Payment will only be made when all the deliverables are approved by Canada.*

## BASIS OF PAYMENT

### Box 48 – Basis of Payment

The representative of the Identified User will identify which basis of payment applies to the requirement. The basis of payment that could apply to a requirement include:

1. Firm Price
2. Time and Material
3. Combination of Firm Price and Time and Material

If the applicable basis of payment is a combination of Firm Price and Time and Material, the representative of the Identified User will indicate the part(s) of the Work applicable to each one. The Work is divided into the following parts:

1. Recovery
2. Transportation
3. Recycling

*If the Vessel and the Work required can be assessed, the representative of the Identified may chose to base the payment on firm price. If the condition of the Vessel and the location are such that a firm price can't be determined, Canada may decide to base a portion or all of the Work on time and material. See Article [C6.5.1 – Basis of Payment](#) for additional information.*

#### Box 49 – Ceiling Price/Limitation of Expenditure

For any part of the Work based on Time and Material, the representative of the Identified User will indicate if a ceiling price or limitation of expenditure applies.

*If ceiling price is checked, the Bidder must provide a competitive price to complete the Work for no more than the ceiling price identified in Box 49.*

#### Box 50 – Payment

The representative of the Identified User will indicate if the Contractor will be paid the full amount once the Work has been completed and deliverable(s) delivered and accepted by Canada or if progress payments will be made.

*Refer to clause [C6.5.3](#) for single payment conditions and [C6.5.4](#) for milestone payment conditions.*

### SUBMISSION OF BIDS

#### Box 51 – Bid Solicitation Closing Date

Bidders must submit their bid to the representative of the Identified User by the bid solicitation closing date.

*Bids received after this date will be deemed non-responsive and will receive no further consideration.*

#### Box 52 – Enquiry Limit

Enquiries should be received within the time specified. Enquiries received after the specified date may not be answered.

### B6.3.2 Bid – Service Request Form Part 2

Bidders must submit the duly completed and signed Part 2 of the Service Request form and provide the preliminary [Vessel Recovery Plan](#) (if applicable), the preliminary [Vessel Transportation Plan](#), the preliminary [Vessel Recycling Plan](#), the [Pricing Schedule](#), the certification(s), the Insurance certificate or letter from the insurance company or insurance broker and any other mandatory information, documentation or certification requested in the bid solicitation (Part 1 of the Service Request Form) by the bid solicitation closing date.

For each box number identified in [Part 2](#) of the Service Request form, additional details on the information provided and/or instructions for the Bidders are as follows:

#### Box 53 – Company Name

The Bidder must indicate the company name which is providing a bid.

#### Box 54 to 56 – Company Representative, Email and Phone

The Bidder must indicate the name of their company representative and provide the contact information. If there is no company representative, the Bidder must provide their contact information.

*The company representative will be the contact person should additional information or clarification be required to complete the evaluation or to provide the evaluation result. The company representative will also be the contact person for any resulting contract.*

### FINANCIAL PROPOSAL

#### FIRM PRICE

If the basis of payment "Firm Price" is checked at Box 48 of the Service Request form, the Bidder must fill out Box 57 to 60 of the Service Request form as follows:

#### Box 57 to 59 – Subtotal, Tax and Total Firm Price

The Bidder must indicate the firm price (Canadian currency) to complete the Work in accordance with the Service Request form and the SOR. Tax must be shown separately.

*Any travel costs will be borne by the Contractor. The Bidder must include those costs in the bid price.*

#### Box 60 – Unscheduled Hourly Rate

The Bidder must propose the hourly rate that would be applied against unscheduled work, if any. The hourly rate quoted for the unscheduled work is firm, includes administrative overhead (including management fees) and profit, and must remain valid for the entire period of the Contract.

*For any travel required for the unscheduled work, the Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, and private vehicle allowances specified in Appendices B, C and D of the National Joint Council Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel. All travel must have received prior authorization from the representative of the Identified User. All payments are subject to government audit.*

## TIME AND MATERIAL

If the basis of payment "Time and Material" is checked at Box 48 of the Service Request form, the Bidder must fill out Box 61 to 64 of the Service Request form as follows:

### Box 61 – Hourly Rate

The Bidder must propose the hourly rate that will apply to the Work for the entire period of the Contract. The hourly rate is firm and includes administrative overhead costs (including management fees) and profit.

### Box 62 – Approx. hours

The Bidder must provide an estimate of how many hours would be required to complete the Work based on the available information provided by the representative of the Identified User.

*If a contract is awarded, any additional hour(s) required to complete the Work must be pre-approved by the Project Authority and the Contracting Authority.*

### Box 63 – Total Estimated Price (taxes excluded)

The Bidder must indicate the estimated price (Canadian currency) to complete the Work described on the Service Request form in accordance with the SOR. Taxes must be shown separately.

*The price will be adjusted as per the approved Time and Material Report once the Work is completed and approved by Canada.*

*The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, and private vehicle allowances specified in Appendices B, C and D of the National Joint Council Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel. All travel must have received prior authorization from the representative of the Identified User. All payments are subject to government audit.*

### Box 64 – Unscheduled Hourly Rate

The Bidder must indicate the amount of taxes based on the estimated firm price. The hourly rate quoted for the unscheduled work is firm, includes administrative overhead (including management fees) and profit, and must remain valid for the entire period of the Contract.

## COMBINATION

Box 65 – Combination (Firm Price and Time and Material)

If the basis of payment “Combination” is checked at Box 48 of the Service Request form, the Bidder must fill out Box 57 to 64.

*The price will be adjusted as per the approved Time and Material Report once the Work is completed and approved by Canada.*

## CERTIFICATION AND SIGNATURE

Box 66 – Integrity Provisions – Declaration of Convicted Offences

The Bidder must check the appropriate check box and provide any changes to the list of Directors, if any, in accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](#).

Box 67 – Signature

The bid must be signed. By signing the bid, the Bidder certifies:

1. They have read and understand all the terms and conditions applicable to the Work and can perform the Work detailed in the Service Request form in accordance with the SOR and the Vessel Recycling Facility Plan.
2. The price/rate proposed is not in excess of the lowest price charged to anyone else, including the Bidder's most favored customer, for like quality and quantity of the services.

Box 68 – Submission Date

The Bidder must indicate the bid submission date. The bid submission date is the date the bid including any supporting information, documentation and/or certification is sent to the representative of the Identified User.

### B6.3.3 Bid Solicitation Closing Date

Bids must be submitted by the bid solicitation closing date specified on the Service Request form.

*Bids received after this date will be deemed non-responsive without any other consideration.*

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#### **B6.3.4 Submission of Bid**

Bids must be submitted only to the representative of the Identified User at the email address identified in Box 7 of the Service Request form.

#### **B6.4 Evaluation Procedures**

After the solicitation closing date, all bids received will be evaluated in accordance with the entire requirement of the bid solicitation.

An evaluation team composed of representatives of Canada will evaluate the bids.

##### **B6.4.1 Phased Bid Compliance Process**

###### **B6.4.1.1 General**

(a) Canada will conduct the Phased Bid Compliance Process (PBCP) described below for each 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.

###### **B6.4.1.2 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.

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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 must 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.

#### **B6.4.1.3 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 Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has 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 Bid, 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 Bid is 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 is not found responsive for the requirements reviewed at Phase II to the

satisfaction of Canada, then the Bid must be considered non-responsive and will receive no further consideration.

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

#### **B6.4.1.4 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.

#### **B6.4.2 Mandatory Criteria**

In order to be compliant, the Bidder must provide with its bid the following, and meet all mandatory requirements.

1. Part 2 of the Service Request form signed with the date of submission;
2. Copies of all required permits and tenures required for ship recycling work at the Vessel Recycling Facility named in the Preliminary Vessel Recycling Plan.
3. Preliminary Vessel Recovery Plan in accordance with [Annex B](#), if applicable;
4. Preliminary Vessel Transportation Plan in accordance with [Annex C](#);
5. Preliminary Vessel Recycling Plan in accordance with [Annex D](#);
6. Pricing Schedule in accordance with [Annex E](#);
7. Insurance Letter or Certificate by an insurance company/broker in accordance with [C6.15](#);
8. For estimated Contracts over \$1,000,000, the Federal Contractors Program for Employment Equity ([Annex Q](#));
9. Any other information, documentation and/or certification requested in Part 1 or applicable such as:
  - An Indigenous Participation Plan in accordance with [Annex H](#), if applicable;
10. Any changes or revised information in accordance with the section titled Information to be provided when bidding or contracting ([Ineligibility and Suspension Policy](#)), as applicable.

*Canada may reject a bid if the preliminary Vessel Recovery Plan (if applicable), the preliminary Vessel Transportation Plan and the preliminary Vessel Recycling Plan are considered unsafe or represent a risk for the environment, marine species or the health and safety of individuals and/or communities surrounding the Vessel Recycling Facility.*

#### **B6.4.3 Evaluation of Price**

*The price/rate of the bid will be evaluated in Canadian dollars. Applicable taxes excluded.*

### B6.4.3.1 Firm Price

If "Firm Price" is checked at Box 48 of the Service Request form, the bid price will be evaluated as follows:

For evaluation purposes, the hourly rate provided by the Bidder for the unscheduled work will be multiplied by 100 hours\*. The result will be added to the subtotal identified by the Bidder in Box 57 of the Service Request form.

For example (all amounts are fictional):

|   | Bidder 1                   | Bidder 2                   | Bidder 3                   |
|---|----------------------------|----------------------------|----------------------------|
| Firm Price (Box 57)                       | \$150,000                  | \$100,000                  | \$175,000                  |
| Hourly rate for unscheduled Work (Box 60) | \$500 x 100 hrs = \$50,000 | \$350 x 100 hrs = \$35,000 | \$200 x 100 hrs = \$20,000 |
| Amount used for evaluation purposes       | \$200,000                  | \$135,000                  | \$195,000                  |

\*100 hours is used for evaluation purpose only and in no way represents a commitment by Canada.

The responsive bid with the lowest evaluated price (as per above table) will be recommended for contract award.

### B6.4.3.2 Time and Material

If "Time and Material" is checked at Box 48 of the Service Request form, the bid price will be evaluated as follows:

For evaluation purposes, the hourly rate provided by the Bidder in Box 61 of the Service Request form will be multiplied by 500 hours\*, and the hourly rate for unscheduled work provided by the Bidder in Box 64 of the Service Request form will be multiplied by 100 hours\*.

For example (all amounts are fictional):

|   | Bidder 1                    | Bidder 2                    | Bidder 3                   |
|---|-----------------------------|-----------------------------|----------------------------|
| Hourly rate (Box 61)                      | \$450 x 500 hrs = \$225,000 | \$250 x 500 hrs = \$125,000 | \$150 x 500 hrs = \$75,000 |
| Hourly rate for unscheduled Work (Box 64) | \$500 x 100 hrs = \$50,000  | \$350 x 100 hrs = \$35,000  | \$200 x 100 hrs = \$20,000 |
| Amount used for evaluation purposes       | \$275,000                   | \$160,000                   | \$95,000                   |

\*500 hours and 100 hours are used for evaluation purposes only and in no way represents a commitment by Canada.

The responsive bid with the lowest evaluated price (as per above table) will be recommended for award of a contract.

### B6.4.3.3 Combination (Firm Price and Time and Material)

If "Combination" is checked at Box 48 of the Service Request form, the bid price will be evaluated as follows:

For evaluation purposes, the hourly rate provided by the Bidder in Box 61 will be multiplied by 500 hours\*, and the hourly rate for unscheduled work provided by the Bidder in Box 64 on the Service Request form will be multiplied by 100 hours\*.

For example (all amounts are fictional):

|   | Bidder 1                    | Bidder 2                    | Bidder 3                   |
|---|-----------------------------|-----------------------------|----------------------------|
| Subtotal (Box 57)   | \$150,000                   | \$100,000                   | \$180,000                  |
| Hourly rate for unscheduled Work (Box 60) – Firm Price        | \$500 x 100 hrs = \$50,000  | \$350 x 100 hrs = \$35,000  | \$200 x 100 hrs = \$20,000 |
| Hourly rate (Box 61)  | \$450 x 500 hrs = \$225,000 | \$250 x 500 hrs = \$125,000 | \$150 x 500 hrs = \$75,000 |
| Hourly rate for unscheduled Work (Box 64) – Time and Material | \$300 x 100 hrs = \$30,000  | \$250 x 100 hrs = \$25,000  | \$150 x 100 hrs = \$15,000 |
| Amount used for evaluation purposes                           | \$455,000                   | \$285,000                   | \$290,000                  |

\*500 hours and 100 hours are used for evaluation purpose only and in no way represents a commitment by Canada.

The responsive bid with the lowest evaluated price (as per above table) will be recommended for award of a contract.

#### B6.4.3.2 Financial Capability

| ID     | Title – SACC Manual Clause(s) | Eff. date  |
|--------|-------------------------------|------------|
| A9033T | Financial Capability          | 2012-07-16 |

#### B6.5 Basis of Selection

A bid must comply with all requirements of the bid solicitation and meet all mandatory evaluation criteria to be declared responsive. The responsive bid with the lowest estimated price will be awarded the Contract.

#### B6.6 Debriefing

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the representative of the Identified User within 15 calendar days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or virtual.

#### B6.7 Contract Award

##### B6.7.1 Evaluation and Contract - Service Request Form Part 3

Part 3 of the Service Request form is used to award the contract to the successful bidder.

For each box identified in Part 3 of the Service Request form, additional details on the information are as follows:

## CONTRACT AWARD

### Box 69 to 71 – Contracting Authority, Phone and Email

In addition of having the authority to award a contract on behalf of the Identified User, the role and responsibilities of the Contracting Authority in regard to the Contract are detailed at contract clause [C6.6](#).

*Depending on the Contract price, the Project Authority may be the Contracting Authority.*

### Box 72 to 74 – Project Authority, Phone and Email

In addition to being responsible for all matters concerning the technical content of the Work under the Contract, the role and responsibilities of the Project Authority in regard to the Contract are detailed at contract clause [C6.6](#).

### Box 75 to 77 – Procurement Authority, Phone and Email (DND only)

In addition of being responsible for the implementation of tools and processes required for the administration of the Contract, the role and responsibilities of the Procurement Authority in regard to the Contract are detailed at contract clause [C6.6](#).

### Box 78 – Successful Bidder

The Contracting Authority will indicate the name of the lowest priced compliant bid that is being awarded the Contract.

### Box 79 – Financial Security

If a requirement for a financial security was identified in Box 41 of the Service Request Form, the Contracting Authority will indicate the amount to be provided by the Contractor.

### Box 80 – Contract Number

The Contracting Authority will indicate the Contract number.

*The Contractor should add the Contract number as a reference to any communication with the Project Authority and the Contracting Authority. The Contract number must also appear on all invoices and progress claims, if applicable, and deliverables.*

### Box 81 – Contract Subtotal

The Contracting Authority will indicate the subtotal of the Contract without taxes.

*If the applicable basis of payment is firm price, only unforeseen work or unscheduled work may be added to the Contract. The price will not be adjusted based on wrongful planning and forecasting of expenses by the Contractor.*

#### Box 82 – Taxes

The Contracting Authority will indicate the taxes applicable to the Contract subtotal (Box 81).

#### Box 83 – Contract Price

The Contracting Authority will indicate the total price of the Contract (Box 81 and Box 82).

#### Box 84 and 85 – Signature of Contracting Authority and Contract Award Date

The period of the Contract will be from the date of contract award indicated in Box 85 of the Service Request form to the date all deliverables are accepted by Canada as per Box 47 of the Service Request Form.

As soon as the Contractor receives the signed Contract, he must contact the Contracting Authority and the Project Authority to schedule the kick-off meeting to review the preliminary Plans. The Vessel Transportation Plan will be finalized before the transportation of the Vessel. The Contractor must provide all other final Plans to the Project Authority and the Contracting Authority for final approval within 72 hours after the kick-off meeting.

*If the Contractor requires more time to finalize the Plans, a request must be made to the Project Authority.*

### **B6.8 Additional Information for the Preparation of the Bid**

#### **B6.8.1 Transboundary Movements of Hazardous Wastes and their Disposal**

The Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal, apply to and form part of the bid solicitation and resulting contract.

#### **B6.8.2 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 representative of the Identified User, 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. Failure to comply with the request may result in the bid being declared non-responsive.

## **B6.9 Certifications**

### **B6.9.1 Along-side area/facility Certification**

By submitting a bid, the Bidder certifies that for all Vessel dismantling 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 representative of the Identified User, the Bidder will have to provide evidence it has the required access for the entire Work Period within 72 hours of the request.

### **B6.9.2 Docking Facility Certification**

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

The Bidder also certifies that the information provided in the Vessel Recycling Facility Plan is accurate and that the dry dock is certified to conduct Vessel dismantlement and recycling operations and capable of accommodating the Vessel subject to the bid solicitation.

Prior to contract award, the Bidder may be required to demonstrate to the satisfaction of Canada that the certified capacity of the docking facility, 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.

### **B6.9.3 Facilities – Permits, Licenses and Certifications for Vessel Dismantling**

By submitting a bid, the Bidder certifies that:

- (a) it has authorization from the landowner, port or other entity granting authorization to use the facility for Vessel dismantling operations at the Vessel Recycling Facility;
- (b) it has all Canadian federal, provincial/territorial and municipal permits and licenses to complete the Work in accordance with the Contract including waterside when Vessel dismantling is done alongside; and
- (c) it has procedures in place to ensure that their facility is operated and maintained in a manner that complies with all applicable Canadian laws and regulations.

If requested by the representative of the Identified User, the Bidder must provide within five (5) calendar days of the request, an authorization form signed by the landowner, port or other entity granting authorization and a copy of all permits, licenses or certification required for Vessel dismantling activities at the Vessel Recycling Facility.

### **B6.9.4 Facilities – Permits, Licenses and Certifications for Hazardous Materials Handling**

By submitting a bid, the Bidder certifies it is permitted to conduct Hazardous Materials handling, transport, treatment, storage and disposal for each of the Hazardous Material listed in the SOR.

If requested by the representative of the Identified User, the Bidder will have to provide within five (5) calendar days of the request:

- 
- (a) its procedures to ensure that all subcontractors (including those involved in handling, transport, treatment, storage and disposal) hold applicable valid permits, registrations and/or certificates for each Hazardous Materials listed in the SOR; and
  - (b) copies of all federal/provincial/municipal permits and licensing to conduct handling, transport, treatment, storage and disposal for each Hazardous Material from the Bidder's Approved Site to the Hazardous Materials disposal site.

#### **B6.9.5 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 representative of the Identified User, the Bidder will have to provide a lease or other contractual documentation signed by the owner within five (5) calendar days of the request.

#### **B6.9.6 Status and Availability of Resources**

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

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

#### **B6.9.7 Set-aside for Indigenous Business**

The procurement may be set aside under the federal government Procurement Strategy for Indigenous Business (PSIB) in accordance with the [Annex 9.4](#) of the Supply Manual.

If the representative of the Identified User indicated that the procurement is set-aside for Indigenous businesses in Box 33 of the Service Request Form, Suppliers that submitted the [Attachment 3 – Set-Aside for Indigenous Business Certification](#) will be invited to submit a bid.

#### **B6.9.8 Federal Contractors Program for Employment Equity**

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.

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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.

If the resulting contract price is estimated at \$1,000,000 (applicable taxes included) and above, 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 representative of the Identified User the completed [Federal Contractors Program for Employment Equity Certification – Annex O](#), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the representative of the Identified User with the completed certification for each member of the Joint Venture.

#### **B6.9.9 Communication**

The Supplier, its employees and subcontractors must be capable of communicating, orally and in writing, in one of or in both official languages recognized by Canada (English and/or French). By submission of an arrangement, the Supplier certifies that both employees and subcontractors, are fluent in one of or both official languages recognized by Canada (English/French).

#### **B6.10 Insurance Requirement**

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 clause [C6.15](#).

If the information is not provided in the bid, the representative of the Identified User 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 representative of the Identified User and meet the requirement within that time period will render the bid non-responsive.

#### **B6.11 Former Public Servant**

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

#### **Definitions**

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

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

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

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

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

## C. CONTRACT CLAUSES

The Contract will be awarded once Part 3 of the Service Request form is signed by the Contracting Authority and sent to the successful bidder. The terms and conditions applicable to the Contract are as follows:

### C6.1 Requirement

The Contractor must complete the Work described on the Service Request form in accordance with the [Annex A - Statement of Requirement](#), the Vessel Recycling Facility Plan (Appendix 1 of the Supply Arrangement) and the applicable final plans approved by Canada (Vessel Recovery Plan (if applicable), Vessel Transportation Plan, Vessel Recycling Plan, Indigenous Participation Plan (if applicable)).

### C6.2 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](#) issued by Public Works and Government Services Canada (PWGSC).

#### C6.2.1 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 applies to any work not part of the firm price.

#### C6.2.2 Supplemental General Conditions

[1028](#), 2010-08-16, Ship Construction – Firm Price, apply to and form part of the Contract, except that:

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

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

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

### C6.3 Security Requirements

If Box 38 of the Service Request Form is checked, a security requirements applies to this requirement. The applicable security clause is identified in Box 38 of the Service Request Form.

### C6.4 Work Period

Work must start and be completed as follows:

- (a) The Work must start at the date identified in Box 46 of the Service Request Form;

- (b) The Vessel must be recovered by the date identified in Box 46 of the Service Request Form, if applicable;
- (c) The Vessel must be transported from its current location to the Vessel Recycling Facility or to the secure site by the date identified in Box 46 of the Service Request Form;
- (d) All Work must be completed by the date identified in Box 46 of the Service Request Form.

## **C6.5 Payment**

### **C6.5.1 Basis of Payment**

#### **C6.5.1.1 Firm Price**

If the basis of payment is "Firm Price" (Box 48), the Contractor will be paid as follows:

In consideration of the Contractor satisfactorily completed all of its obligations under the Contract, the Contractor will be paid the amount identified in Box 83.

*Travel and living expenses, purchase of material and equipment rental, subcontractor costs, and any other costs to complete the Work are included in the firm price of the Contract.*

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

#### **C6.5.1.2 Time and Material**

If the basis of payment is "Time and Material" (Box 48 of the service request form), the Contractor will be paid as follows:

**TIME:** In consideration of the Contractor satisfactorily completed all of its obligations under the Contract, the Contractor will be paid the hours to complete the Work in accordance with the Time and Material Report approved by Canada at the rate identified in the Contract (Box 61 of the service request form).

**MATERIAL (including equipment rental):** In consideration of the Contractor satisfactorily completed all of its obligations under the Contract, the Contractor will be paid at cost for the material and/or equipment rental required to complete the Work plus a mark-up of 10% before tax.

**SUBCONTRACTOR(S):** In consideration of the Contractor satisfactorily completed all of its obligations under the Contract, if the assistance of subcontractor(s) was required to completed the Work and if approved by Canada, the Contractor will be paid at cost plus a 5% mark-up before tax.

#### **Travel and Living Expenses**

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, and private vehicle allowances specified in Appendices B, C and D of the National Joint Council Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

All travel must have the prior authorization of the Project Authority and the Contract Authority.

All payments are subject to government audit.

Une copie de tout contrat de sous-traitance, facture d'achat de matériel, location d'équipement, feuille de temps ainsi que tout autre document de support doit être remis avec les factures.

A copy of all subcontractor contracts, invoices pour the purchase of material, equipment rental, timesheets and all other supporting document (including travel costs) must be provided with the invoices to Canada. Canada will refuse to make any payment without supporting documentation.

*If the representative of the Identified User checked "Ceiling Price" in Box 49 of the Service Request Form, the Contractor will be paid the maximum amount (ceiling price) identified in Box 49 in accordance with article [C6.5.2.1 – Ceiling Price](#). If the representative of the Identified User checked "Limitation of Expenditure" in Box 49 of the Service Request Form, the Contractor must notify the Contracting Authority and the Project Authority once the amount to complete the Work has reached 75% of the amount identified in Box 49 as per article [C6.5.2.2 – Limitation of Expenditure](#).*

#### **C6.5.1.3 Combination**

If the basis of payment is "Combination" (Box 48), the Contractor will be paid as follows:

- (a) Firm Price: The "Firm Price" portion of the Work will be paid in accordance with [C6.5.1.1](#).
- (b) Time and Material: The "Time and Material" portion of the Work will be paid in accordance with [C6.5.1.2](#).

#### **C6.5.2 Ceiling Price/Limitation of Expenditure**

If "Time and Material" and/or "Combination" is checked in Box 48 of the Service Request form, the following applies.

##### **C6.5.2.1 Ceiling Price**

The Contractor will be paid up to the amount (tax excluded) identified in Box 49 of the Service Request Form for each part of the Work that "Ceiling Price" is checked in Box 49 of the Service Request form to complete the Work. This amount will be added to the subtotal of the Contract (Box 81) before the applicable taxes are added to the total (Box 83).

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

##### **C6.5.2.2 Limitation of Expenditure**

1. For each part of the Work that "Limitation of Expenditure" is checked in Box 49 of the Service Request form, Canada's total liability to the Contractor under the Contract must not exceed the amount (tax excluded) identified in Box 49 of the Service Request Form.

2. No increase in the total liability of Canada or in the price of the Work resulting from any changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these

changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- (a) when it is 75% committed,
- (b) four months before the contract expiry date, or
- (c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

#### **C6.5.2.3 Cost Submission – Limitation of Expenditure or Ceiling Price**

1. If requested by the Contracting Authority or auditor designated by the Contracting Authority, the Contractor must submit to the Contracting Authority or the auditor, a cost submission, upon completion of the Contract or annually for multi-year contracts spanning more than one contractor fiscal year.
2. The cost submission must contain a breakdown of all applicable cost elements as detailed in the Contract and must be signed and certified accurate by the Contractor's Senior Financial Officer, unless stated otherwise in writing.
3. Supporting information for each cost element must be available in sufficient detail to allow for an in-depth audit.

#### **C6.5.3 Single Payment**

If "single payment" in Box 50 is checked, Canada will pay the amount to the Contractor in accordance with the payment provisions of the Contract, if:

- a) an accurate and complete invoice have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) the obligations of the Indigenous Participation Plan have been met, if applicable;
- c) the Contract Close-Out Report, the final Detailed Transactions Sheet and the Indigenous Participants Certifications (if applicable) have been received by Canada;
- d) all such documents have been verified by Canada; and
- e) the Work delivered and all deliverables have been accepted by Canada.

Ceiling Price/Limitation of Expenditure: If "Time and Material" and/or "Combination" is checked in Box 48 of the Service Request form, the invoice for each portion of the Work based on Time and Material must be supported by:

- a) the Time and Material Report;
- b) a copy of the contracts, invoices, receipts, vouchers for all travel and living expenses, if applicable; and
- c) all other support document required or requested by Canada to support the invoice.

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

#### **C6.5.3.1 Invoicing Instructions – Single Payment**

The Contractor must submit the invoice in accordance with the section entitled "Invoice Submission" of the general conditions. The Invoice cannot be submitted until all work identified in the invoice is completed.

The invoice must be sent to the Project Authority and the Contracting Authority for certification and payment.

#### **C6.5.4 Milestone Payment**

If "milestone payment" in Box 50 is checked, Canada will make milestone payments in accordance with the following Schedule of Milestones 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;
- (d) All work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.
- (e) the obligations of the Indigenous Participation Plan have been met, if applicable;
- (f) the Contract Close-Out Report, the final Detailed Transactions Sheet and the Indigenous Participants Certifications (if applicable) have been received by Canada;
- (g) all such documents have been verified by Canada; and
- (h) the Work delivered and all deliverables have been accepted by Canada.

Ceiling Price/Limitation of Expenditure: If "Time and Material" and/or "Combination" is checked in Box 48 of the Service Request form, the invoice for each portion of the Work based on Time and Material must be supported by:

- (a) the Time and Material Report;
- (b) a copy of the contracts, invoices, receipts, vouchers for all travel and living expenses, if applicable; and
- (c) all other support document required or requested by Canada to support the invoice.

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.

### C6.5.4.1 Milestone Schedule

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       | Contractor's Plans                                   | Vessel Recovery Plan (if applicable), Vessel Recycling Plan including the project schedule, and the Indigenous Participation Plan (if applicable) were received and accepted by Canada.  | 5          |        |
| 2       | Vessel recovery and transportation                   | The Vessel was recovered (if applicable), the Vessel Transportation Plan has been approved by Canada and the completed Vessel Transfer certificate was signed by all parties.  | 10         |        |
| 3       | Vessel Arrival at Contractor Facility or Secure Site | Vessel arrival at Contractor facility or secure site witnessed by Canada   | 5          |        |
| 4       | Hazardous Materials/Wastes                           | All Hazardous Materials/Wastes have been identified, removed from the Vessel and prepared for transfer to the final remediation site in accordance with the SOR.   | 25         |        |
| 5       | Vessel completely remediated of all lead paint       | All lead paint has been removed from the Vessel and disposed of in accordance with the SOR.<br><br>Note: If no lead paint, this milestone can be invoiced with Milestone #4.   | 5          |        |
| 6       | Completion and acceptance of Work                    | All Work completed and all deliverables received and accepted by Canada.   | 45         |        |
| 7       | Indigenous Participation Plan (IPP)                  | All obligations described in the IPP have been met and all Indigenous participant certifications have been received, verified and accepted by Canada.<br><br>Note: If an IPP was not required in the bid solicitation, this milestone can be invoiced with Milestone #6. | 5          |        |
|         |  |  | <b>100</b> |        |

*For certain requirements, the Schedule of Milestones is subject to change. If Canada decides to change it, the representative of the Identified User will provide the revised schedule with the Service Request Form.*

#### **C6.5.4.2 Invoicing Instructions – Milestone Payment**

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.

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 to the Project Authority 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.

*Invoices must be sent electronically to the Project Authority and the Contracting Authority.*

#### **C6.5.5 Electronic Payment of Invoices**

The Contractor will be paid in accordance with the instrument identified in Part 6A ([A6.13](#)) of the SA.

#### **C6.6 Authorities**

##### **C6.6.1 Contracting Authority**

The Contracting Authority is identified in Box 69 of the Service Request Form.

The Contracting Authority is responsible for the management of the Contract. 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.

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### **C6.6.2 Project Authority**

The Project Authority is identified in Box 72 of the Service Request Form.

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

### **C6.6.3 Inspection Authority**

Unless otherwise mentioned on the Service Request Form, the Inspection Authority is the Project Authority.

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

### **C6.6.4 Procurement Authority (DND only)**

If the Identified User is the Department of National Defence, the Procurement Authority is identified in Box 75.

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

### **C6.7 Site Regulation**

The Contractor and all individuals performing the Work must comply with all regulations, instructions and directives in force at the site where the Work is performed to recover, transport and dispose the Vessel.

### **C6.8 Subcontractors**

*Subcontracting the recycling of the vessel is not permitted.*

For all phases of the Work (recovery, transportation and recycling), all subcontractors proposed to conduct the Work must be included in the appropriate plan and must be approved by Canada.

If there are any changes required to be made to any of the Plans before the start of the Work or during the Work, the Contractor must immediately advise the Project Authority and Contracting Authority in writing to request approval to change the Plan(s). The Contractor must not, in any event, allow performance of the Work by unauthorized persons.

A copy of the contract with any of the subcontractors may be requested by the Contracting Authority. If requested, the Contractor must provide the contract within the period provided by the Contracting Authority (usually 48 hours).

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## C6.9 Procedures for Unscheduled Work

The following procedures must be followed to add any unscheduled work to the Contract.

If Canada decides to add unscheduled work to the scope of the Work, the Project Authority will provide the information of Part 1 of the [Annex G – Unscheduled Work Request Form](#) to the Contractor. The Contractor must fill out Part 2 and return it to the Project Authority within the timelines indicated on the Unscheduled Work Request form.

Once agreement has been reached and the form is signed by both the Project Authority and the Contracting Authority, the Unscheduled Work Request form will become the Contract Amendment which constitutes the written authorization for the Contractor to proceed with the Work.

*The Contractor must not proceed with the unscheduled work without the written authorization by the Contracting Authority. Any work performed without the Contracting Authority's written authorization will be considered outside the scope of the Contract and no payment will be made for such work.*

Canada reserves the right to negotiate the per diem rate and number of days to complete the unscheduled work.

### C6.9.1 Unscheduled Work Request Form

For each box number identified on the Unscheduled Work Request form, additional details on the information provided and/or instructions for the Contractor are as follows:

#### Part 1 – Description of Unscheduled Work and Timelines

##### Box 1 – Request Number

The request number is used to track the requests for unscheduled work.

##### Box 2 – Contract Number

The Contract Number should be the same as identified in Box 80 of the Service Request form.

##### Box 3 – Name of Vessel

The Project Authority will add the name of the Vessel as reference only.

##### Box 4 – Request Date

The Project Authority will add the date the Unscheduled Work form is sent to the Contractor. Part 1 should include all information as requested on the form.

##### Box 5 – Reason for Unscheduled Work

The Project Authority will add the reason the unscheduled work is required for approval purposes.

##### Box 6 – Description of Unscheduled Work

The Project Authority will describe the Work to be completed.

**Box 7 – Specific tasks, instructions and/or comment**

In addition to completing the Work as per the **Unscheduled Work Request** form, the Contractor must complete the Work in accordance with the specific task(s), instructions and/or comments written in this section.

**Box 8 – Deliverable(s)**

The Project Authority will add the deliverable(s) that the Contractor must deliver. If applicable and if different delivery method applies, the Project Authority will indicate in which of the following methods, the deliverable(s) must be delivered. The Project Authority will also identify if the deliverable(s) must be delivered in French, English or in both official languages, and/or any specific delivery instructions.

- (a) Hard copy and/or
- (b) Electronic copy via email
- (c) Other

**Box 9 – Completion of Work**

The Project Authority will indicate the period in which the **unscheduled Work** must be completed.

**Box 10 – Due Date for Deliverables**

Any deliverable must be provided by the specified date.

**Box 11 – Basis of Payment**

The Contracting Authority will indicate the basis of payment applicable to the requirement.

**Box 12 – Ceiling Price/Limitation of Expenditure**

For any part of the Work based on Time and Material, the Contracting Authority will indicate if a ceiling price or limitation of expenditure applies.

**Box 13 - Timeline**

The Project Authority will add the date the Contractor should provide the duly completed form and signed **Unscheduled Work** form.

**Part 2 – Contractor's Proposal**

**PROPOSED SUBCONTRACTORS**

**Box 14 – Company Name and Description of Work to be completed**

The Contractor must provide the name(s) and the description of work each proposed subcontractor will complete, if applicable.

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## FINANCIAL PROPOSAL

### Box 15 – Pricing Schedule

The Contractor must fill out [Annex E - Pricing Schedule](#) for the unscheduled work.

*Canada reserves the right to negotiate the firm price.*

### Firm Price

If the Contracting Authority or the Project Authority indicated “Firm Price” in Box 11 of the Unscheduled Work Request form, the Contractor must fill out the following boxes (Box 16 to 19).

#### Box 16 to 18 – Subtotal, Tax and Total Firm Price

The Contractor must indicate the subtotal, the tax and the total firm price of its proposal.

*For any travel required for the unscheduled work, the Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, and private vehicle allowances specified in Appendices B, C and D of the [National Joint Council Travel Directive](#), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel. All travel must received prior authorization from the representative of the Identified User. All payments are subject to government audit.*

#### Box 19 – Hours

The Contractor must propose the number of hours to complete the unscheduled work.

*Canada reserves the right to negotiate the number of hours proposed by the Contractor to complete the unscheduled work.*

### Time and Material

If the Contracting Authority or the Project Authority indicates “Time and Material” in Box 11 of the Unscheduled Work Request form, the Contractor must fill out the following boxes (Box 20 to 22).

#### Box 20 – Hourly Rate

The Contractor must indicate the hourly rate indicated in the Contract.

*Canada reserves the right to negotiate the hourly rate charged to complete the unscheduled work.*

#### Box 21 – Approximate Hours

The Contractor must propose the approximate number of hours to complete the unscheduled work.

*Canada reserves the right to negotiate the number of hours proposed by the Contractor to complete the unscheduled work. Payment will be made using the actual hours required to complete the Work approved by Canada.*

#### Box 22 – Total Estimated Price

The Contractor must indicate the total estimated price excluding tax.

*For any travel required for the unscheduled work, the Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, and private vehicle allowances specified in Appendices B, C and D of the [National Joint Council Travel Directive](#), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel. All travel must received prior authorization from the representative of the Identified User. All payments are subject to government audit.*

### Combination

#### Box 23 – Combination (Firm Price and Time and Material)

If the Contracting Authority or the Project Authority indicated "Combination" in Box 11 of the Unscheduled Work Request form, the Contractor must fill out Box 16 to 22.

#### Box 24 – Remarks

The Contractor should add any remark about the Work or other details provided in the Unscheduled Work Request form.

#### Box 25 and 26 – Contractor's Signature and Date

The Contractor must date and sign the form. By signing the form, the Contractor certifies:

1. It has read and understood all the terms and conditions applicable to the unscheduled Work and can perform the Work detailed in the Unscheduled Work Request form.
2. The price proposed is not in excess of the lowest price charged anyone else, including the Contractor's most favored customer, for like quality and quantity of services.

#### Box 27 to 29 – Approval by Project Authority, Signature and Date

Once the Project Authority is satisfied with the Contractor's proposal, they will approve, date and sign the duly completed Unscheduled Work Request form and provide it to the Contracting Authority for review and approval.

*Depending on the Contract price, the Project Authority may be the Contracting Authority.*

Box 30 to 32 – Approval by Contracting Authority, Signature and Date

The Contracting Authority will date and sign the Contract before returning the duly completed Service Request form to the Contractor.

*The Contractor must not start the Work before receiving approval by the Contracting Authority.*

Box 33 and 34 – Previous Contract Price and Revised Contract Price

The Contracting Authority will indicate the Contract price and the revised Contract price.

#### **C6.10 SACC Manual Clauses**

| ID     | Title – SACC Manual Clause(s)                          | Eff. date  |
|--------|--|------------|
| C0711C | Time Verification                                      | 2008-05-12 |
| C0100C | Discretionary Audit – Commercial Goods and/or Services | 2010-01-11 |
| A9117C | T1204 - Direct Request by Customer Department          | 2007-11-30 |
| A2000C | Foreign Nationals (Canadian Contractor)                | 2006-06-16 |
| H4500C | Lien – Section 427 of the Bank Act                     | 2010-01-11 |

#### **C6.11 Certifications and Additional Information**

##### **C6.11.1 Certifications**

Unless specified otherwise, 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.

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### **C6.11.2 Permits, Licenses and Certificates**

The Contractor must obtain and maintain valid business permits, licenses or certificates provided by Canadian municipal, provincial/territorial and Federal authorities indicating that the Vessel Recycling Facility (including waterside access) used for Vessel recycling and dismantling activities are authorized and permitted to operate for this purpose for the entire duration of the Contract.

The Contractor is responsible for any charges imposed by such legislation or regulations. The Contractor must provide a copy of all permits, licenses or certificates to Canada within 48 hours of the request by Canada.

### **C6.11.3 Indigenous Business Certification**

1. If the Contractor identifies as an Indigenous business, the Contractor warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Indigenous Business" detailed in [Annex 9.4](#) of the Supply Manual.

2. The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Supply Arrangement Authority before disposing of any such records or documentation before the expiration of six years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.

3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

### **C6.11.4 Federal Contractors Program for Employment Equity – Default by the Contractor**

If the estimated price of the contract is \$1,000,000 (taxes included) or above, the following applies:

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.

### **C6.12 Applicable Laws**

The Contract will be interpreted and governed, and the relations between the parties determined, by the laws in force in the province/territory identified in the Supply Arrangement.

### **C6.13 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 as amended;

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- (c) the [General Conditions 2030](#) (2022-12-01), Higher Complexity - Goods;
  - (d) the [General Conditions 1031-2](#) (2012-07-16), Contract Cost Principles;
  - (e) Dully completed Part 1 of the Service Request Form and any amendment;
  - (f) [Annex A – Statement of Requirement](#);
  - (g) [Appendix 1 – Vessel Recycling Facility Plan](#);
  - (h) the Contractor's bid (completed Part 2 of the Service Request form duly completed and signed, including all required annexes).

#### **C6.14 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](#)".

#### **C6.15 Insurance – Specific Requirements**

1. The Contractor must comply with the insurance requirements specified in clause C6.15.1, C6.15.2 or C6.15.3 if the Vessel is considered a wreck (see Box 42 of the Service Request Form), C6.15.4 and C6.15.5. The Contractor must maintain the required insurance coverage for the duration of the SA. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.
2. 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.
3. 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. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.
4. Coverage must be placed with an Insurer licensed to carry out business in Canada

##### **C6.15.1 Commercial General Liability Insurance**

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.

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.

### **C6.15.2 Marine Liability Insurance**

*Not applicable to Wrecks as defined by the WAHVA.*

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 IDENTIFIED USER 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),  
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.

### C6.15.3 Marine Liability Insurance for Wrecks

*Only applicable to Wrecks as defined by the WAHVA.*

If Box 42 indicate the Vessel is a wreck, the following applies:

1. The Contractor must obtain protection and indemnity insurance for the entire period of the Contract that must include excess collision liability, pollution liability, and wreck removal liability during the tow of the Vessel from its current location to the Approved, in accordance with the Wrecked, Abandoned or Hazardous Vessels Act, S.C. 2019, c. 1. The insurance must cover both the tug performing the tow and the towed Vessel. 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 IDENTIFIED USER 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.

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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.

#### **C6.15.4 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,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

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

#### **C6.15.5 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

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(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.

#### **C6.16 Confidentiality**

The Contractor must keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work, including any information that is confidential or proprietary to third parties, and all information conceived, developed or produced by the Contractor as part of the Work when copyright or any other intellectual property rights in such information belongs to Canada under the Contract. The Contractor must not disclose any such information without the written permission of Canada. The Contractor may disclose to a subcontractor any information necessary to perform the subcontract as long as the subcontractor agrees to keep the information confidential and that it will be used only to perform the subcontract.

The Contractor agrees to use any information provided to the Contractor by or on behalf of Canada only for the purpose of the Contract. The Contractor acknowledges that all this information remains the property of Canada or the third party, as the case may be.

If the Contract, the Work, or any information referred to in subsection 1 is identified as CONFIDENTIAL or PROTECTED by Canada, the Contractor must at all times take all measures reasonably necessary for the safeguarding of the material so identified, including those set out in the PWGSC Industrial Security Manual and its supplements and any other instructions issued by Canada.

#### **C6.17 Environmental Protection**

The Contractor and its sub-contractors engaged in the Work on a Crown 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 Materials 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 Hazardous Materials/Wastes disposal certificates must be provided to the Project Authority, with copies sent to the Contracting Authority. Furthermore, additional evidence of compliance with municipal, provincial and federal environmental laws and regulations must 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.

#### **C6.18 Fire Protection, Fire Fighting and Training**

Where the Work will be conducted at an Approved Facility, the Contractor must maintain in force their fire protection, firefighting and training procedures through the course of the Contract.

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## **C6.19 Diving Operations**

The Contractor must conduct any diving work in accordance with the *Canada Occupational Health and Safety Regulations* SOR/86-304.

## **C6.20 Meetings and Reporting Requirements**

### **C6.20.1 Kick-off Meeting**

Within 72 hours of contract award, the Contractor must contact the Project Authority and the Contracting 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 Vessel Recycling Plan provided with the Bid. All concerns by Canada must be addressed by the Contractor and the Plan must be updated accordingly.

The Contractor will have five (5) calendar days to provide the final Vessel Recycling Plan (including the project schedule) to Canada for approval by the Project Authority before Work commences. The Contractor must not start any Work under the Contract until the Vessel Recycling Plan is approved by the Project Authority.

*The Vessel Recycling Plan must include the project schedule.*

Once the Vessel Recycling Plan is approved by Canada, the Contractor must keep the Vessel Recycling Plan (schedule included) updated accordingly. Any change to the Plan must be immediately reported to the Project Authority and the Contracting Authority. A revised Plan must be submitted to Canada for approval before any deviation to the Work is done.

### **C6.20.2 Monthly Report**

If the Work is planned to take more than 30 calendar days, the following applies.

1. The Contractor must submit monthly progress reports, in electronic format (by email), on the progress of the Work to the Project Authority and the Contracting Authority.
2. The progress report must contain three (3) 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 at a minimum:

- (a) an explanation of any variation from the approved Vessel Recycling Plan;
- (b) description and quantities of Hazardous Materials and non-Hazardous Materials reused, recycled and disposed; and
- (c) Photographs documenting the Vessel recovery/removal, transportation to secure area for recycling, and copies of weigh scale slips, bills of lading and receipts, etc., for the recycling of the Vessel to an approved site, as applicable.

*Any deviation from the Vessel Recycling Plan approved by Canada must be reported to the Contracting Authority and the Project Authority as soon as the deviation is known by the Contractor.*

Part 3: If an IPP is applicable to the requirement, the Contractor must provide the up to date [Detailed Transactions Sheet – Annex L](#) and [Indigenous Participant Certification – Annex K](#) as part of the report.

### **C6.20.3 Progress Meeting**

If the Work is planned to take more than 30 calendar days, the following applies.

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 once a month after receipt of the progress report. Interim meetings may also be scheduled. Contractor's attendees at these meetings will, at a minimum, be the Project Manager.

### **C6.20.4 Contract Close-Out Report**

1. The Contractor must submit a contract close-out report, in electronic format (by email) to the Project Authority and the Contracting Authority.
2. The progress report must contain three (3) parts:

Part 1: The Contractor must answer the following questions:

- (a) was the project completed on schedule?
- (b) was the project completed within budget?
- (c) was the project completed without any health and safety incident?
- (d) was the project completed without 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 Canada to evaluate the Work completed, containing at a minimum:

- (a) an explanation of any variation from the approved Vessel Recycling Plan;
- (b) description and quantities of Hazardous Materials and non-Hazardous Materials reused, recycled and disposed; and

(c) Photographs documenting the Vessel recovery/removal, transportation to secure area for recycling, and copies of weigh scale slips, bills of lading and receipts, etc., for the recycling of the Vessel to an approved site, as applicable.

*Any deviation from the Vessel Recycling Plan approved by Canada must be included in the Contract Close-Out Report.*

Part 3: If an IPP is applicable to the requirement, the Contractor must provide the final [Detailed Transactions Sheet – Annex L](#) with all Indigenous Participant Certification is not already provided as part of the report and provide an explanation of any variation from the approved Indigenous Participation Plan.

*If the Contractor failed to meet its obligations under the IPP by contract close-out, Canada may extend the period of the Contract until all obligations are met.*

#### **C6.21 Hazardous Materials/Wastes**

1. The Contractor acknowledges that sufficient information has been provided by Canada with respect to the location and estimated amount of Hazardous Materials such as asbestos, lead, PCBs, silica or other Hazardous Materials/Wastes or toxic substances.
2. The price includes all costs associated with the removal, handling, storage, disposal and/or working in the vicinity of Hazardous Materials such as asbestos, lead, PCBs, silica and other Hazardous Materials or toxic substances on board the Vessel, including those costs resulting from the need to comply with applicable Canadian laws and regulations in relation to the removal, handling, disposal or storage of Hazardous Materials or toxic substances.
3. The completion date for the Work takes into account the fact that the removal, handling, storage, disposal and/or working in the vicinity of Hazardous Materials such as asbestos, lead, PCBs, silica and other Hazardous Materials or toxic substances may be affected by the need to comply with applicable Canadian laws or regulations.

*The Contractor must dispose of any [Hazardous Material/Waste](#) removed or uncovered in the performance of the Work in accordance with applicable Canadian laws and regulations.*

#### **C6.22 Scrap and Waste Material**

Despite any other provision of the Contract, scrap and waste materials other than accountable material, derived from the Contract, will revert to the Contractor as part of the Contract Price.

#### **C6.23 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.

## C6.24 Requirements for the Department of National Defence

If the Identified User identified in Box 1 of the Service Request form is the Department of National Defence, the following clauses apply to and form part of the resulting Contract.

### C6.24.1 Defence Production Act

| ID     | Title – SACC Manual Clause(s) | Eff. Date  |
|--------|-------------------------------|------------|
| A9006C | Defence Production Act        | 2012-07-16 |

### C6.24.2 Quality Assurance Representative (QAR)

All work is subject to Government Quality Assurance performed at the Contractor's or Subcontractor's facility, and at the installation site, by the Director of Quality Assurance, or its designated Quality Assurance Representative (QAR).

Director of Quality Assurance  
National Defence Headquarters  
Mgen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, ON K1A 0K2  
E-mail: ContractAdmin.DQA@forces.gc.ca

Within forty-eight (48) hours of contract award, the Contractor must contact the QAR. The name, location and phone number of the QAR can be obtained from the nearest National Defence Quality Assurance Region (NDQAR) listed below:

Atlantic – Halifax 902-427-7224 or 902-427-7150  
Quebec – Montreal 514-732-4410 or 514-732-4477  
Quebec – Quebec City 418-694-5998, ext. 5996  
National Capital Region – Ottawa 819-939-0168  
Ontario – Toronto 416-635-4404, ext. 6081 or 2754  
Ontario – London 519-964-5757  
Manitoba/Saskatchewan – Winnipeg 204-833-2500, ext. 6574  
Alberta – Calgary 403-410-2320, ext. 3830  
Alberta – Edmonton 780-973-4011, ext. 2276  
British Columbia – Vancouver 604-225-2520, ext. 2460  
British Columbia – Victoria 250-363-5662

The Contractor is responsible for performing, or having performed, all inspections and tests necessary to substantiate that the material or services provided conform to the requirements of the Contract. The Contractor must provide, at no additional cost, all applicable test data, all technical data, test pieces and samples as may reasonably be required by the QAR to verify conformity to the requirements of the Contract. The Contractor must forward at its expense such technical data, test data, test pieces and samples to such location as the QAR may direct.

Quality control, inspection and test records that substantiate conformity to the specified requirements, including records of corrective actions, must be retained by the Contractor for three (3) years from the date of completion or termination of the Contract and must be made available to the QAR upon request.

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### C6.24.3 Controlled Goods Program

If Box 40 is checked, the following applies:

As the Contract requires production of or access to controlled goods that are subject to the Defence Production Act R.S. 1985, c. D-1, the Contractor and any subcontractor are advised that, within Canada, only persons who are registered, exempt or excluded under the Controlled Goods Program (CGP) are lawfully entitled to examine, possess or transfer controlled goods. Details on how to register under the CGP are available at the Controlled Goods Program website.

If the Contractor and any subcontractor proposed to examine, possess or transfer controlled goods are not registered, exempt or excluded under the CGP at time of contract award, the Contractor and any subcontractor must, within seven (7) working days from receipt of written notification of the contract award, ensure that the required application(s) for registration or exemption are submitted to the CGP. No examination, possession or transfer of controlled goods must be performed until the Contractor has provided proof, satisfactory to the Contracting Authority, that the Contractor and any subcontractor are registered, exempt or excluded under the CGP.

Failure of the Contractor to provide proof, satisfactory to the Contracting Authority, that the Contractor and any subcontractor are registered, exempt or excluded under the CGP, within thirty (30) days from receipt of written notification of contract award, will be considered a default under the Contract except to the extent that Canada is responsible for the failure due to delay in processing the application. The Contractor and any subcontractor must maintain registration, exemption or exclusion from the CGP for the duration of the Contract and in any event for so long as they will examine, possess or transfer controlled goods.

### C6.25 Financial Security

If Box 41 of the Service Request form is checked, the following articles (C6.25.1 et C25.2) applies to the Contract.

#### C6.25.1 Term of Financial Security

Any bond, bill of exchange, letter of credit or other security provided by the Contractor to Canada in accordance with the terms of the Contract must not expire before 90 days after the completion date indicated in the Contract.

The Contracting Authority may, at its sole discretion, require an extension to the period of the security, for which the Contractor may apply for financial compensation. The Contracting Authority may, at its sole discretion, return the security to the Contractor before the expiration, provided however that no risk will accrue to Canada as a result of the return.

#### C6.25.2 Contract Financial Security

1. The Contractor must provide one of the following contract financial securities within 10 calendar days after the date of contract award:

- (a) a performance bond form PWGSC-TPSGC 505 and a labour and material payment bond form PWGSC-TPSGC 506, each in the amount of 20 percent of the Contract Price; or
- (b) a security deposit as defined in clause E0008C in the amount of 10 percent of the Contract Price.

*Any bond must be accepted as security by one of the bonding companies, in accordance with the Guidance on Source Lists of Companies Licensed to Provide Surety Within Canada*

2. Security deposits in the form of government guaranteed bonds with coupons attached will be accepted only if all coupons that are unexpired, at the time the security deposit is provided, are attached to the bonds. The Contractor must provide written instructions concerning the action to be taken with respect to coupons that will mature while the bonds are pledged as security, when such coupons are in excess of the security deposit requirement.

3. If Canada does not receive the required financial security within the specified period, Canada may terminate the Contract for default pursuant to the Contract default provision.

#### **C6.26 Health and Safety**

The Contractor must comply with the [Canada Occupational Health and Safety Regulations](#) SOR/86-304, and any health and safety provincial or territorial regulations applicable where the Work is being conducted.

The Contractor must enforce compliance by all workers, subcontractors and other persons granted access to each work site.

#### **C6.27 Indigenous Participation Component Records and Documentation**

1. The Contractor must compile records and documentation through the life of the Contract as to its level of achievement in fulfilling the commitments made under the Indigenous Participation Plan (IPP), including but not limited to the following elements:

- (a) total hours and total dollars spent on Indigenous Employment;
- (b) total hours and total dollars spent on Indigenous Training;
- (c) total dollars spent on sub-contracting to firms on the Indigenous Business Directory; and
- (d) location of contractor and sub-contractors / suppliers in an area covered by a Modern Treaty including the Nunavut Settlement Area.

2. The Contractor must keep proper records and documentation relating to the accuracy of the Indigenous Participation Component (IPC) reporting including the Detailed Transactions Sheet provided to Canada. The Contractor must not, without obtaining prior written consent of the Contracting Authority, dispose of any such records or documentation until the expiration of six (6) years after final payment under the Contract, or until settlement of all outstanding claims and disputes (if any), resulting from a dispute under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit, inspection and examination by representatives of Canada, who may make copies and take extracts. The Contractor must provide all facilities for such audits, inspections and examinations, and must furnish all such information as the representatives of Canada may from time to time require with respect to such records and documentation.

#### **C6.28 Disclosure of Information – Indigenous Participation**

The Contractor agrees that Canada may at any time disclose the Indigenous Participation Plan (IPP) and the Detailed Transactions Sheets to third parties, including to Indigenous treaty rights-holders or their designated representatives, Parliamentary Committees, and to any independent professional contracted to determine whether the Contractor has met its contractual obligations related to the IPP. As the IPP and the

Detailed Transactions Sheets could contain information regarding subcontractors and suppliers, the Contractor warrants that it has secured from its subcontractors and suppliers consents to such disclosure by Canada and will continue to obtain consent from additional subcontractors and suppliers throughout the period of the Contract. The Contractor has no right to claim against Canada, its employees, agents or servants, in relation to such disclosures of information.

The Contractor undertakes not to include in the IPP or in the Detailed Transactions Sheets any information that cannot be shared publicly or that could constitute private information under the [Privacy Act](#) R.S.C., 1985, c. P-21 (e.g., name, home address, personal email, telephone number, social security number, driver license number, etc.). However, the Contractor, its subcontractors and its suppliers, must maintain such records for audit purposes in accordance with this Contract.

### **C6.29 Vessel Transfer**

The Care and Custody of the Vessel will be transferred to the Contractor once the final Vessel Transportation Plan containing all required information has been received and accepted by Canada. The Contractor will be responsible for the Vessel until the Work has been completed et accepted by Canada.

The Vessel Transfer Certificate is included in [Annex N](#).

### **C6.30 Vessel Possession**

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.

### **C6.31 Work Site Access**

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.

### **C6.32 Stability**

The Contractor will be solely responsible for the stability and trim of the Vessel during the period the Vessel is in the Contractor's facility, including docking and undocking. The Contractor must maintain weight change information pertinent to the Vessel's stability during the docking period.

### **C6.33 Berthing, Mooring and Docking**

*Clause 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.

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### **C6.34 Site Regulations**

The Contractor must comply with all regulations, instructions and directives in force on the site where the Work is performed.

### **C6.35 ISO 9001:2008/9001:2015 - Quality Management Systems**

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

ISO 9001:2008 – Quality Management Systems – Requirements, published by the International Organization for Standardization (ISO), current edition at date of submission of Contractor's bid; or

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 must have a Quality Management Plan that addresses each requirement contained in the standard.

### **C6.36 Access to Facilities and Equipment**

Canada's facilities, equipment, documentation and personnel are not automatically at the disposal of the Contractor. If access to government premises, computer systems (micro computer network), working space, telephones, terminals, documentation and personnel for consultation is required by the Contractor to perform the Work, the Contractor must advise the Contracting Authority of the need for such access in a timely fashion. If the Contractor's request for access is approved by Canada and arrangements are made to provide access to the Contractor, the Contractor, its Subcontractors, agents and employees must comply with all the conditions applicable at the Work site. The Contractor must further ensure that the facilities and equipment are used solely for the performance of the Contract.

### **C6.37 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.

### **C6.38 Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2019-01 of the Treasury Board Secretariat of Canada.

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**ANNEX A - STATEMENT OF REQUIREMENT**

Medium/Large Vessel Recycling Services

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## ANNEX A - STATEMENT OF REQUIREMENT

### Medium/Large Vessel Recycling Services

#### 1. INTRODUCTION

The Government of Canada is setting up Supply Arrangements with qualified Vessel Recycling Facilities for medium/large Vessel recycling in an efficient and environmentally sound manner.

#### 2. SCOPE OF WORK

This Statement of Requirement (SOR) covers the Work to recover and/or transport and/or dismantle/recycle any Vessel where Vessel dismantling is required, at a Vessel Recycling Facility.

##### 2.1 Condition of the Vessel

The Vessels to be recovered may be anchored/berthed, floating, beached/on land, partially submerged and submerged.

##### 2.2 Vessel Construction Material

Vessels may be constructed with any of the following materials:

- Aluminium
- Steel
- Wood
- Fiberglass/GRP/Plastic
- Cement/ Ferrocement
- Iron
- Timber

#### 3. ACRONYMS

|     |  |
|-----|--|
| ESM | Environmentally Sound Management (ESM) |
| GOC | Government of Canada                   |
| GRP | Glass Reinforced Plastic               |
| IHM | Inventory of Hazardous Materials       |
| IU  | Identified User                        |
| PPE | Personnel Protective Equipment         |

#### 4. TERMINOLOGY AND DEFINITION

“Environmentally Sound Manner” (Environmentally Sound Management) means taking all practicable steps to ensure that deleterious substances and Hazardous Materials/Wastes or other wastes are managed in a manner which will protect human health and the environment against the adverse effects which may result from such Hazardous Materials/Wastes and which abides by all Canadian federal, provincial, municipal regulations.

“Approved Site” means any other site, plant or facility other than the Recycling Facility where the handling and disposal of the Hazardous Materials/Wastes are processed, liquids are treated, and where the recycled materials are recycled, which are authorized or permitted to operate for this purpose by a relevant authority of the province/territory or municipality where the site or facility is located.

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“Competent person or worker” means a person with suitable qualifications, training, and sufficient knowledge, experience and skill, for the performance of the specific work. Specifically, a Competent person may be a trained worker or a managerial employee capable of recognizing and evaluating occupational hazards, risks, and employee exposure to potentially Hazardous Materials or unsafe conditions in a Vessel Recycling Facility, and who is capable of specifying the necessary protection and precautions to be taken to eliminate or reduce those hazards, risks, or exposures.

“Controlled Goods” are material assets designated as controlled goods, as defined in Part 2 of the *Defence Production Act R.S.C., 1985, c. D-1*.

“Controlled Waste” is 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.

“Dead Vessel Tow” consists of a towing Vessel(s) moving a Vessel that is not under its own command and not using its own propelling machinery.

“Deleterious substances” can be any substance that, if added to any water would degrade or alter the water quality such that it could directly or indirectly harm fish, fish habitat, or the use of fish by humans in accordance with the Fisheries Act.

“Hazardous Waste” is defined by the Canadian regulations of the government having jurisdiction at the Approved Site as defined above.

“Hazardous Material” means any material or substance which is liable to create hazards to human health and/or the environment. Refer to the Guidelines for the Environmentally Sound Management of the Full and Partial Dismantling of Ships for a list of Hazardous Materials.

“Recovery Site” means the location of the Vessel at contract award.

“Recyclable material” is defined as 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.

“Recycling Company” is the owner of the Vessel Recycling Facility or any other organization or person who has assumed the responsibility for operation of the Vessel recycling activity from the owner of the Vessel Recycling Facility.

“Vessel Dismantling” means 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.

“Vessel” means any boat, ship or craft of any kind designed, used or capable of being used solely or partly for navigation in, on, through or immediately above water, without regard to method or lack of propulsion or to whether it is under construction or being repurposed or dismantled. It also includes a floating object that is designed to be a Vessel by the regulations (as defined by the *Wrecked, Abandoned or Hazardous Vessels Act (WAHVA)*). Vessel also means wreck.

“Vessel Recycling” means the activity of complete or partial dismantling of a Vessel at a Vessel Recycling Facility in order to recover components and materials for reprocessing and re-use, whilst taking care of hazardous and other materials, and includes associated operations such as storage and treatment of components and materials on site, but not their further processing or disposal in separate facilities.

"Vessel Recycling Facility" is defined as the area where the processes of cutting up the Vessel occur. It includes the shipyard, dock, drydock, waterside or other facility where the Vessel is stripped of Hazardous Materials and disassembled. The Vessel Recycling Facility must be authorized or permitted to operate for this purpose by a relevant authority of the province where the site or facility is located, and approved by Canada.

"Waste" means any material that requires disposal but is not a Hazardous Waste as defined by the Canadian municipal and provincial/territorial regulations where the Vessel Recycling Facility is located.

## 5. APPLICABLE LAWS, STANDARDS, REGULATIONS AND GUIDELINES

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

- (a) All applicable Canadian provincial/territorial and municipal regulations in force where the Work is being conducted including Occupational Health and Safety regulations;
- (b) [Canada Occupational Health and Safety Regulations](#);
- (c) [Canada Shipping Act, 2001](#);
- (d) [Canadian Environmental Protection Act, 1999](#);
- (e) [Ballast Water Regulations, SOR/2021-120](#);
- (f) [Regulations for the Prevention of Pollution from Ships and for Dangerous Chemicals](#);
- (g) [Fisheries Act](#);
- (h) [Species at Risk Act](#);
- (i) [Wrecked, Abandoned or Hazardous Vessels Act](#);
- (j) Etc.

## 6. PRIORITY OF DOCUMENTS

- (a) Canadian Laws and regulations including provincial/territorial Laws and regulations where work is being conducted;
- (b) the articles of this Statement of Requirement;
- (c) the Vessel Recycling Facility Plan and sub-plans accepted by Canada; and
- (d) accepted Plans (Recovery, Transportation and Recycling Plans).
- (e) the Vessel Recycling Facility Plan and sub-plans accepted by Canada;
- (f) accepted Plans (Recovery, Transportation and Recycling Plan); and
- (g) [2012 Guidelines for Safe and Environmentally Sound Ship Recycling - Resolution MEPC.210 \(63\)](#).

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

## 7. CONDUCT OF THE WORK

### 7.1 GENERAL

#### 7.1.1 Vessel Accessibility

The Contractor must provide its own access to the Vessel. Canada will not provide any tools, equipment or transportation to and from the Vessel. The representative of the Identified User will specify on the Service Request Form if the Contractor will be accompanied by the Project Authority or representatives of Canada when boarding the Vessel.

*The Contractor must not assumed that any of the ladders, guardrails, lifting or towing points of the Vessel remain certified.*

## **7.1.2 Health and Safety**

### **7.1.2.1 Site Safety Orientation**

The Contractor must provide site safety orientation to all persons before granting access to the Vessel to provide details on site conditions, hazards and mandatory safety rules to be observed on site.

### **7.1.2.2 Health and Safety Plan**

The Contractor is responsible for the health and safety of all workers, subcontractors and other persons granted access to the work site (recovery site and Vessel Recycling Facility) and must develop a project specific Health and Safety Plan in collaboration with subcontractors, and must address work activities of all trades.

The Contractor must conduct a site specific health and safety assessment before commencing the Work to identify the risks and hazards resulting from all aspects of the Work to be completed including specific considerations for site conditions, weather conditions and work operations to consider prior to any physical activities for the recovery and transportation of the Vessel, and at arrival of the Vessel at the Vessel Recycling Facility.

At a minimum, the Health and Safety Plan must include the hazards and risks identified in the Vessel Recycling Facility Plan accepted by Canada.

*Assessments of each Hazardous Material must be completed by a qualified and competent person.*

The Health and Safety Plan must include three (3) parts with the following information:

#### Part 1 – Hazards

In Part 1, the Contractor must list individual health risks and safety hazards identified by the hazard assessment process.

#### Part 2 – Safety Measures

In Part 2, the Contractor must list all engineering controls, PPE and safe work practices used to mitigate hazards and risks listed in Part 1 of the Plan.

#### Part 3 – Emergency Response

In Part 3, the Contractor must provide operating standards, evacuation and emergency procedures in the occurrence of an accident, incident or emergency related to the health risks and safety hazards listed in Part 1.

The Contractor must prepare the Health and Safety Plan in a three column format, addressing the three parts specified above, as follows:

| Column 1 | Column 2        | Column 3           |
|----------|-----------------|--------------------|
| Part 1   | Part 2          | Part 3             |
| Hazards  | Safety Measures | Emergency Response |

As the Work progresses, the Contractor must review and update the Health and Safety Plan to address new or additional health risks and safety hazards identified by the ongoing hazard assessments when potential hazards or weaknesses in current health and safety practices are identified by an inspector or authorized safety representative, and when the scope of work has been changed.

*Any new finding of hazard(s) must be immediately reported to the Project Authority and the Contracting Authority.*

*Submission of the Health and Safety Plan and any subsequent updates provided to Canada is for review and information purposes only. Canada's receipt and review, including any comments made on the Health and Safety Plan must not be construed to imply approval in part, or in whole, of the Health and Safety Plan by Canada, and must not be interpreted as a warranty of the Health and Safety Plan being complete and accurate, or as a confirmation that all health and safety requirements of the Work have been addressed or that the Health and Safety Plan is compliant with Canadian Laws and regulations.*

*Furthermore, Canada's review of the Plan does not relieve the Contractor of any of its legal obligations for Occupational Health and Safety provisions specified as part of the Work and those required by Canadian federal, provincial/territorial legislation or those which would otherwise be applicable to the Work site(s).*

The Contractor must provide the Health and Safety Plan to Canada for review 10 days after contract award if requested by Canada.

The Contractor must post a copy of the Health and Safety Plan at the Work site(s), and implement and enforce compliance with the requirements of the Health and Safety Plan for the entire duration of the Contract.

### **7.1.3 Environmental Plan**

The Contractor is responsible for ensuring that all phases of the Work are completed in an environmentally sound manner, and must develop a project specific Environmental Plan.

*The Contractor is responsible for obtaining any specific environmental permits required by the Fisheries Act R.S.C., 1985, c. F-14 to remove the Vessel should it disturb the surrounding areas or if the Vessel is in critical habitat areas at per the Species at Risk Act S.C. 2002, c. 29 and any other applicable Canadian legislation.*

In accordance with the Vessel Recycling Facility Plan accepted by Canada, the Contractor must conduct a site specific (recovery location) assessment to identify the risks and hazards to the environment resulting from all aspects of the Work to be completed including specific considerations for:

- (a) site conditions;
- (b) weather conditions;
- (c) work operations to consider prior to any physical activities for the recovery and transportation of the Vessel; and
- (d) arrival of the Vessel at the Vessel Recycling Facility.

*Assessments of risks and hazards to the environment must be completed by a qualified and competent person.*

The Environmental Plan must include three (3) parts with the following information:

Part 1 – Hazards

In Part 1, the Contractor must list individual risks and hazards to the environment identified by the hazard assessment process.

Part 2 – Mitigation Measures

In Part 2, the Contractor must list all mitigation measures that will be in place to mitigate hazards and reduce risks to the environment, listed in Part 1 of the Plan.

Part 3 – Emergency Response

In Part 3, the Contractor must provide operating standards, spill and emergency procedures in the occurrence of an accident, incident or emergency related to the environmental risks and hazards listed in Part 1.

The Contractor must prepare the Environmental Plan in a three column format, addressing the three parts specified above, as follows:

| Column 1 | Column 2            | Column 3           |
|----------|---------------------|--------------------|
| Part 1   | Part 2              | Part 3             |
| Hazards  | Mitigation Measures | Emergency Response |

As the Work progresses, the Contractor must review and update the Environmental Plan to address new or additional risks and hazards to the environment identified by the ongoing hazard assessments, when potential hazards or weaknesses in current environmental protection practices are identified by an inspector or authorized representative, and/or when scope of work has been changed.

*Any new finding of risk(s) or hazard(s) must be immediately reported to the Project Authority and the Contracting Authority.*

*Submission of the Environmental Plan and any subsequent updates provided to Canada is for review and information purposes only. Canada's receipt and review, including any comments made on the Environmental Plan must not be construed to imply approval in part, or in whole, of the Environmental Plan by Canada, and must not be interpreted as a warranty of the Environmental Plan being complete and accurate, or as a confirmation that all environmental requirements of the Work has been addressed or that the Environmental Plan is compliant with Canadian Laws and regulations.*

*Furthermore, Canada's review of the Plan does not relieve the Contractor of any of its legal obligations for environmental protection provisions specified as part of the Work and those required by Canadian provincial legislation or those which would otherwise be applicable to the Work site(s).*

The Contractor must provide the Environmental Plan to Canada for review 10 days after contract award.

The Contractor must post a copy of the Environmental Plan at the Work site(s), and implement and enforce compliance with the requirements of the Environmental Plan for the entire duration of the Contract.

*The Contractor must periodically update the Environmental Plan as needed or required.*

## **7.2 RECOVERY OF THE VESSEL**

If Box 37 of the Service Request Form is checked, the Contractor must recover the Vessel in accordance with the [Vessel Recovery Plan – Annex B](#) accepted by Canada.

## **7.3 PREPARATION AND TRANSPORTATION OF VESSEL**

The Contractor must prepare and transport the Vessel from its current location to the Vessel Recycling Facility or the secure site in accordance with the [Vessel Transportation Plan – Annex C](#) accepted by Canada and the following articles by the date indicated in Box 46 of the Service Request Form.

Unless authorized by Canada, only mandatory preparation work required to prepare the Vessel for safe travel to the Vessel Recycling Facility will be permitted at the current location of the Vessel. All other Work must be completed at the Vessel Recycling Facility.

*The Contractor is responsible for the stability of the Vessel during the preparation and the transportation of the Vessel.*

### **7.3.1 Fees**

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

### 7.3.2 Care and Custody of the Vessel

The transfer of the care and custody of the Vessel will be done once the final Vessel Transportation Plan containing all required information and insurance certificates have been received and accepted by Canada. The Contractor will be responsible for the Vessel until the Work has been completed et accepted by Canada.

### 7.3.3 Survey of Hazardous Materials

The Contractor must complete a survey of Hazardous Materials and polluting Wastes onboard the Vessel to identify the types of Hazardous Materials/Wastes, the quantities and locations. The survey report must be provided to the Project Authority as an attachment to the final [Vessel Recycling Plan – Annex D](#).

*Canada may provide a Hazardous Materials Inventory (HMI) report already completed for the Vessel. The Contractor must use the report as a reference guide only. Canada is not responsible for additional Hazardous Materials found on the Vessel (significant or not), if the quantities are different (significant or not) or if such materials are found in other locations not mentioned in the report.*

### 7.3.4 Removal of liquids, including fuels and oils

The Contractor must remove all liquids including fuels, oils, black and grey water from all compartments of the Vessel including the bilge area and tanks, ballast tanks, void spaces and pipe tunnels, and dispose them in accordance with the [Regulations for the Prevention of Pollution from Ships and for Dangerous Chemicals](#) SOR/2007-86, (Annex I in Division 1 – Oil) under Part XV of the [Canada Shipping Act](#) S.C. 2001, c. 26, the [Ballast Water Regulations](#) SOR/2021-120, and the Vessel Recycling Plan accepted by Canada.

*The bilge area is defined as the interior skin in all compartments under the deck plate, which may have been subject to contact with hydrocarbon based fluid.*

Unless otherwise approved by Canada, all reusable liquids must be sent to an approved treatment facility.

The Contractor must use solvents to dissolve heavyweight sludge so that most oil and sludge can be pumped out of the Vessel.

*The Contractor must install a oil containing boom around the Vessel for all portions of the Work and for the entire period of the Contract.*

Any residual liquids must be protected against leakage, overflow, fire and other potential accidents prior to transportation of the Vessel.

*Oil/fuel must not be mixed with other Wastes as this may require the entire amount of Waste to be managed as Hazardous Material/Waste.*

### 7.3.5 Removal of loose equipment

Any loose equipment must be removed from the Vessel prior to lifting/transportation. If the equipment cannot be removed, it must be properly secured to ensure it doesn't come loose and cause a health and safety or environmental hazard.

### 7.3.6 Debris

Any debris including cargo of the Vessel or debris created as a result of the Work being carried out by the Contractor must be removed by the Contractor prior to leaving the recovery site.

## 7.4 VESSEL ARRIVAL MANAGEMENT

*The Contractor must install a oil containing boom around the Vessel for all portions of the Work and for the entire period of the Contract.*

### 7.4.1 Vessel Inspection

The Contractor must secure the Vessel upon arrival to the Vessel Recycling Facility, inspect the Vessel for any safety hazards and provide safe access and egress in accordance with the Vessel Recycling Plan accepted by Canada.

### 7.4.2 Vessel Access

The Contractor must supply and erect two gangways to access the Vessel complete with safety nets in accordance with Canadian Laws and regulations, while the Vessel is on blocks or alongside the Contractor's Vessel Recycling Facility. There must be two separate and independent means of accessing the Vessel at all times. The gangways must be lighted during the work period after daylight. The Contractor is responsible for the safety of the gangways.

### 7.4.3 Berthing and Mooring

The Contractor is responsible for securing the Vessel alongside at the berth of the facility and ensure the lines are secure at all times. The Contractor is responsible to do verification at regular intervals and during periods of severe weather conditions, or as requested by Canada.

## PREPARATION OF THE VESSEL FOR VESSEL DISMANTLING

The Contractor must prepare the Vessel for Vessel dismantling in accordance with the Vessel Recycling Plan accepted by Canada and the following articles.

### 7.5.1 Resources

The Contractor must provide all personnel, equipment, tools, vehicles, materials, facilities, supervision and any other items and services necessary to clean, dismantle, recycle, and dispose of the Vessel and all Hazardous Materials/Wastes.

### 7.5.2 Survey of Hazardous Materials

If the Vessel was delivered to the Vessel Recycling Facility, the Contractor must complete a survey of Hazardous Materials and polluting Wastes onboard the Vessel to identify the types of Hazardous Materials and Wastes, the quantities and locations. The survey report must be provided to the Project Authority as an attachment to the final [Vessel Recycling Plan – Annex D](#).

*Canada may provide an Hazardous Materials Inventory (HMI) report already completed for the Vessel. The Contractor must use the report as a reference guide only. Canada is not responsible for additional Hazardous Materials found on the Vessel (significant or not), if the quantities are different (significant or not) or if such materials are found in other locations not mentioned in the report.*

### 7.5.3 Removal of liquids, including fuels and oils

The Contractor must remove all liquids including fuels, oils, black and grey water from all compartments of the Vessel including the bilge area and tanks, ballast tanks, void spaces and pipe tunnels, and dispose them in accordance with the [Regulations for the Prevention of Pollution from Ships and for Dangerous Chemicals](#) SOR/2007-86, (Annex I in Division 1 – Oil) under Part XV of the [Canada Shipping Act](#) S.C. 2001, c. 26, the [Ballast Water Regulations](#) SOR/2021-120, and and the Vessel Recycling Plan accepted by Canada.

*The bilge area is defined as the interior skin in all compartments under the deck plate, which may have been subject to contact with hydrocarbon based fluid.*

Unless approved by Canada, all reusable liquids must be sent to an approved treatment facility.

The Contractor must use solvents to dissolve heavyweight sludge so that most oil and sludge can be pumped out of the Vessel.

*Oil/fuel must not be mixed with other Wastes as this may require the entire amount being managed as Hazardous Material/Waste.*

### 7.5.4 Residual liquids including fuels and oils, and cleaning of the tanks

Prior to cutting, the Vessel must be cleared of all residual liquids. Manual cleaning of cargo tanks, bunker and fuel tanks, bilge and ballast compartments, sewage tanks, etc., must be performed in order to ensure that the Vessel is presented for dismantling in a clean and safe condition. Solvents to dissolve heavyweight sludge must be used so that most oil and sludge can be pumped out of the Vessel.

All compartments must be ventilated continuously and tested for oxygen and the presence of toxins, corrosives and irritants prior to manual cleaning.

Wastewater and any used solvents from the cleaning station must be contained and properly treated in accordance with applicable Canadian and/or provincial/territorial or municipal regulations.

All combustible liquids and materials must be removed to make the Vessel safe for hot work. This process must continue during the entire dismantling process.

Fuel tank must be in a gas-free state as per labour code.

During removal, actions must include containment; whilst wet – oil containing boom must be placed around the Vessel, when dry - transfer arrangements (pumping/ pipe-work, etc.) must include arrangements for the containment of any leakage.

#### **7.5.5 Removal of Equipment, Furniture, Materials, Parts and other materials**

All equipment, furniture, materials, parts and other non-Hazardous Materials must be cleaned, removed and transported directly to a specific storage or work area if further work (finishing, sorting, overhauling, etc.) has to be carried out to prepare the materials for reuse, recycling or disposal. Reusable components must be removed as they become available. Fixtures, anchors, chains, engine parts and propellers are examples of components that are removed during this step.

*The representative of the Identified User will identify any equipment and/or material to be returned to Canada, with instructions, in Box 43 of the Service Request Form. The Contractor must remove the items and store them in a safe location out of the elements until they can be picked up by or delivered to Canada.*

*The Contractor is responsible 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.*

#### **7.5.6 Removal of Hazardous Materials**

The Contractor must remove all Hazardous Materials from the Vessel in accordance with Canadian regulations (federal, provincial/territorial and municipal) and the Vessel Recycling Facility Plan accepted by Canada, before any other activity that may disturb the materials is carried out.

The Contractor must ensure proper ventilation at all time.

#### **7.5.7 Potentially containing Hazardous Materials**

The Contractor must dispose any material that is potentially containing Hazardous Materials in accordance with the process indicated in the Vessel Recycling Facility Plan accepted by Canada.

*The Vessel Recycling Facility Plan must be in accordance with all applicable federal, provincial/territorial and municipal regulations.*

#### **7.5.8 Structural Components**

All structural components must be cleaned.

### 7.5.9 Recycling of Materials

The Contractor must make every reasonable effort to recycle, at a minimum, the following materials:

- scrap metal
- copper
- anodes
- lead
- mercury
- plastics
- glass
- aluminum

*Cable burning to recover copper wire is prohibited.*

### VESSEL DISMANTLING

The Contractor must dismantle the Vessel in accordance with the Vessel Recycling Plan accepted by Canada and the following articles.

#### 7.6.1 Inspection

Before Vessel dismantling activities start, the Contractor must ensure:

- (a) safe access to all areas, compartments, tanks, etc. ensuring breathable atmospheres, and
- (b) safe conditions for hot work, including cleaning/venting, removal of toxic or highly flammable paints from areas to be cut, and testing/monitoring before and during any hot work is performed.

#### 7.6.2 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 hot work has stopped. Any hot work carried out onboard the Vessel must be conducted in accordance with the [\*Canada Shipping Act S.C. 2001, c. 26\*](#) and applicable Canadian provincial/ territorial 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 fire watches. All combustible materials must be removed from the area where the burning and welding is taking place.

*Cutting of steel must be done by hydraulic scissors or water jet only.*

#### 7.6.3 Controlled Goods (DND only)

If Box 40 of the Service Request Form indicate that the Vessel includes Controlled Goods, the Contractor must:

- (a) for each controlled good identified by Canada, take a high quality color photograph of all items identified as a controlled good and historical or personal property item and provide them to the Project Authority for verification and disposal or recycling instructions.
- (b) maintain a compartment log to track all identified items as controlled goods. All identified items must be included in a monthly progress report provided to the Contracting Authority and the Project Authority.
- (c) restrict all access to the Vessel, work and storage area (must be a secure storage area) of controlled goods.
- (d) provide 24 hour surveillance using a high quality surveillance system that provides night time vision or security guards. Canada must approve the surveillance system.

Deliverable: A log that tracks all controlled good with high quality color photographs to support findings.

*The Quality Assurance Representative (QAR) must witness the destruction of all Controlled Goods. Additional instructions may be provided in the Service Request Form.*

## **8. TRIM AND STABILITY**

The Contractor is responsible to ensure the stability of the Vessel at all times during the Work. The Contractor must have on staff or subcontract the service of a Naval Architect, registered to practice, as a Professional Engineer, to verify and confirm the Vessel stability during the dismantling operation. The Naval Architect must approve significant changes to the Vessel Recycling Plan, such as an unscheduled movement or removal of weights from the Vessel.

## **9. OFFICE ACCOMMODATION AND FACILITIES**

Unless otherwise specified by Canada, the Contractor must provide office accommodation and facilities to Canada or its representatives at the Vessel Recycling Facility as follows:

- (a) fully enclosed and lockable private office of 150 sq ft minimum with two desks (tables) and suitable chairs
- (b) humidity level to be maintained between 20% and 50%;
- (c) minimum temperature must be 20°C;
- (d) maximum temperature 28°C, with at least a 5°C, differential with outside ambient temperature when outside ambient temperature exceeds 30°C;
- (e) washroom facilities must be within a reasonable distance of the office space; and
- (f) two parking spaces must be provided.

*If the requirement includes Controlled Goods, the Contractor must also provide one lockable filing cabinet.*

## **10. SECURITY OF THE VESSEL**

The Contractor is responsible for safeguarding the Vessel at all time and must provide security measures in accordance with the Vessel Recycling Facility Plan accepted by Canada. At a minimum, the Contractor must:

- (a) control each entry point by posting notices that state entrance onto the Work Site is restricted to authorized persons only and requiring that unauthorized visitors sign a log book at each entry point;
- (b) have a system in place to approve and grant access to the Work Site only to workers and other authorized persons;
- (c) stop unauthorized persons from circulating near the Work Site and remove them from the site; and
- (d) secure the Work Site after regular work hours including night time, week-ends and holidays to the extent required to protect against unauthorized entry and provide 24 hour surveillance with a video recording system that provides clear day and night vision to allow identification of all individuals.

*The Vessel Recycling Facility must keep a copy of all video recordings until completion of the Contract and approval of all deliverables by Canada or as specified by Canada.*

If additional measures are required, the representative of the Identified User will indicate the additional security requirement in Box 43 of the Service Request Form.

*The Contractor must provide the required PPE to authorized persons who require access to perform inspections or other approved purposes.*

### **11. MONITORING OF WORK**

The Contractor must immediately contact the Contracting Authority and the Project Authority to report any situation that may impede the Work such as finding an oil spill, identification of an alleged owner, damage or major breakage, sudden deterioration, safety issues, potential of illegal activity, presence of a squatter, etc.

### **12. DISPOSAL DATABASE**

If requested by Canada, the Contractor must provide the Disposal Database including any supporting documentation such as copies of shipping manifest, bill of lading, etc., in accordance with the Vessel Recycling Facility Plan accepted by Canada.

*The Contractor must ensure that all waste by weight removed from the Vessel matches the waste by weight accepted at appropriate certified disposal facility.*

### **13. COMPLETION OF WORK**

The Work will be considered completed when the following has occurred:

- (a) all Hazardous Materials are removed and sent to approved facilities for final disposal and/or recycling to the satisfaction of Canada;
- (b) unless otherwise approved by Canada or stated on the Service Request Form, the Vessel hull and structure have been broken up into sections no larger than 15 square meters (15m<sup>2</sup>);
- (c) all deliverables have been received and accepted by Canada; and
- (d) final site inspection has been completed by Canada without any pending issues.

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## ANNEX B – VESSEL RECOVERY PLAN

If Box 37 of the Service Request Form indicates that a Vessel Recovery Plan is required, the Bidder must provide a preliminary Vessel Recovery Plan in accordance with the Service Request Form, the Statement of Requirements and this Annex B with the bid.

---

### 1. Methodology

The Bidder must provide a preliminary Vessel Recovery Plan that describes the approach to recover the Vessel.

The preliminary Vessel Recovery Plan must, at a minimum, outline the step-by-step process for the following:

- (a) how to get authorization to conduct the Work (depending on the location of the Vessel);
- (b) how inspection of the Vessel and testing will be conducted before Work commences;
- (c) how the recovery of the Vessel will be completed including stabilizing it in preparation for its transportation.

For each step, any equipment, machinery or environmental protection or safety measures required must be identified and reflected in the Health and Safety Plan and the Environmental Protection Plan.

*Specific equipment and machinery required for each of the above must be described.*

### 2. Subcontractor(s)

The Vessel Recovery Plan must provide a list of all subcontractors the Contractor intends to use to complete the Work. For each subcontractor listed, the following must be included in the Plan:

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

*The Contractor is responsible for ensuring that all subcontractors are properly licensed and insured to complete the Work and that the equipment used is inspected and adequate for the Work to be completed.*

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## ANNEX C – VESSEL TRANSPORTATION PLAN

The Bidder must provide a preliminary Transportation Plan in accordance with the Service Request Form and the Statement of Requirements and this Annex C with the bid.

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### 1. Methodology

The Bidder must provide a preliminary Transportation Plan that describes its approach to prepare and transport the Vessel.

The preliminary Transportation Plan must outline the step-by-step process for the following:

- (a) how the Vessel will be moved from its location to the Vessel Recycling Facility;
- (b) how the liquids will be removed from the Vessel prior to transportation and how leakage of any residual liquids will be prevented;
- (c) how equipment and machinery that can't be moved will be secured;
- (d) how the Vessel stability will be maintained and monitored during transportation of the Vessel; and
- (e) how the air quality will be monitored onboard the Vessel during transportation, including a description of the administrative controls to be used in support of the data collected.

*Specific equipment and machinery required for each of the above must be described.*

#### 1.1 Towing the Vessel

If towing of the Vessel is allowed, (see Box 36 of the Service Request Form) and the Bidder plans to tow the Vessel, the Bidder must provide details for each leg of the tow to move the Vessel from its current location to the Vessel Recycling Facility or secure site (see Box 35 of the Service Request Form). The details must include the following:

- (a) schedule and route including safe harbour;
- (b) surveys required for safe-to-tow certification/Vessel survey for towing;
- (c) Vessel condition report;
- (d) towing arrangement;
- (e) towing limitations;
- (f) anticipated draft;
- (g) chart datum to provide evidence that the chosen route maintains necessary keel clearance at the Vessel's anticipated draft;
- (h) stability considerations, including certification of a Naval Architect to attest that the Vessel is in a stable and safe condition for the tow;
- (i) Emergency Preparedness Response;
- (j) Oil Pollution Response Plan/Spill Emergency Response Plan;
- (k) contingency plan in case of breakage of the towline;
- (l) flood monitoring for Vessel transporting the Vessel and response plan;
- (m) co-ordination with regulatory agencies and spill emergency response; and
- (n) list of all permits required to tow the Vessel to the Vessel Recycling Facility.

*If the Vessel will be moved to temporary storage, unloading or work facility prior to being moved to the Vessel Recycling Facility, a description of all work that will take place at the temporary storage, unloading or work facility must be provided in the plan.*

## 1.2 Carrying the Vessel

If the Bidder plans to carry the Vessel, the Bidder must provide details for each leg to move the Vessel from its current location to the Vessel Recycling Facility or secure site (see Box 35 of the Service Request Form). The details must include the following:

- (a) surveys required to safely lift the Vessel to a barge for its transportation;
- (b) Vessel condition report of the transportation Vessel;
- (c) lifting and transportation arrangement;
- (d) transportation limitations;
- (e) anticipated draft of the transportation Vessel once the Vessel is loaded on;
- (f) chart datum to provide evidence that the chosen route maintains necessary keel clearance at the transportation Vessel anticipated draft;
- (g) stability considerations, including certification of a Naval Architect to attest that the Vessel transporting the Vessel is in a stable and safe condition to transport the Vessel and that the Vessel transported is in a stable and safe condition to be transported;
- (h) emergency Preparedness Response;
- (i) Oil Pollution Response Plan/Spill Emergency Response Plan;
- (j) contingency plan in case of breakage of the transportation Vessel or tow line; and
- (k) co-ordination with regulatory agencies and spill emergency response as applicable.

## 2. Schedule

The preliminary Transportation Plan must provide an anticipated schedule and route including possible safe harbor(s).

## 3. Subcontractor(s)

The preliminary Transportation Plan must provide a list of all subcontractors that will be used to complete the Work. For each subcontractor listed, the following must be included:

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

*The Contractor is responsible to ensure that all subcontractors are properly licensed (including the equipment to be used) and insured to complete the Work.*

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## ANNEX D – VESSEL RECYCLING PLAN

The Bidder must provide a preliminary Vessel Recycling Plan in accordance with the Service Request Form, the Statement of Requirements and this Annex D with the bid.

*The Bidder may reference its current accepted Vessel Recycling Facility Plan if there are no deviations; however, any processes or procedures that deviate or are not included in its current Vessel Recycling Facility Plan, as accepted by Canada, must be described in detail in the Vessel Recycling Plan.*

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### 1. Methodology

The Bidder must provide a preliminary Vessel Recycling Plan that describes the approach to prepare, dismantle and recycling the Vessel.

The preliminary Vessel Recycling Plan must outline the step-by-step process for the following:

- (a) how all known Hazardous Materials will be removed from the Vessel, disposed and/or destroyed (include the inventory of Hazardous Materials provided with the Service Request Form by Canada and the one completed by the Bidder during the Vessel viewing) in accordance with Canadian legislation and regulations in place where the Work is being conducted;
- (b) how the Vessel structure will be dismantled including sequence;
- (c) how the hull of the Vessel will be moved to land to ensure no residues are deposited in water;
- (d) how the Vessel stability will be maintained and monitored during the removal of machinery/equipment and Vessel dismantling activities;
- (e) how the air quality will be monitored onboard the Vessel during cleaning and dismantling activities, including a description of the administrative controls to be used in support of the data collected;
- (f) how the air quality onboard the Vessel and records will be maintained;
- (g) how the materials will be reused, recycling and disposed of (must include a list of all items).

*Specific equipment and machinery required for each of the above must be described.*

### 2. Location of the Vessel

The Vessel Recycling Plan must include the location(s) where the Vessel will be placed during the removal of Hazardous Waste, cleaning and Vessel dismantling operations.

### 3. Arrival of Vessel

The Vessel Recycling Plan must describe the procedures to be implemented to:

- (a) secure the Vessel upon arrival at the Vessel Recycling Facility or secure site, including provisions for mooring, heavy and/or severe weather contingencies, afloat monitoring, stability and flooding and/or sinking prevention methods, as applicable;
- (b) conduct a walk-through (on-board check) of the Vessel in an effort to identify any potential environmental or safety issues; and
- (c) provide safe access and egress.

### 4. Subcontractor(s)

The Vessel Recycling Plan must include a list of all subcontractors that will be used to complete the Work. For each subcontractor listed, the following must be included:

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

*The Contractor is responsible to ensure that all subcontractors are properly licensed (including the equipment to be used) and insured to complete the Work.*

### 5. Management of Hazardous Materials

The Vessel Recycling Plan must include:

- (a) a dismantling sequence that is specific to the Vessel with a description of any specific preparation work to be carried out in sequence such as, the identification of potential hazards and removal of Hazardous Materials, cargo and stores (including equipment) to get the Vessel ready for certification as Safe-for-entry and Safe-for-hot work;
- (b) a copy of the Inventory of Hazardous Materials (IHM) completed during the Vessel viewing, including any variance with the information provided by Canada, if applicable; and,
- (c) details of the approach for managing each Hazardous Material mentioned in the IHM, if different than the approach described in the Vessel Recycling Facility Plan, including a description of how and where the Hazardous Wastes will be processed or disposed of.

*Before removal activities take place, any confined shipboard spaces must not be entered until a Safe-for-entry certificate has been issued by a Competent Person. A Competent Person must visually inspect and test each space on the Vessel to determine the areas which are safe for entry before issuing a certificate and before dismantling activities are commenced.*

## 6. Vessel Specific Conditions

If Vessel-specific conditions require deviation from normal practice, process or procedure included in the Vessel Recycling Facility Plan for managing Hazardous Materials or safe-for-entry and safe-for-hot-work, the appropriate Vessel-specific measures must be described in detail in the Vessel Recycling Plan.

*If no details are provided, it will be assumed that the Contractor will complete the Work in accordance with the Vessel Recycling Facility Plan accepted by Canada.*

## 7. Controlled Goods (DND only)

If Box 40 of the Service Request Form is checked, the Bidder must provide details on the following:

- (a) the process for the removal and destruction of the Controlled Goods identified on the list attached to the Service Request Form;
- (b) the methods used for the destruction of the Controlled Goods; and
- (c) the methods used for the production of destruction certificates.

*Only Suppliers registered with the Controlled Goods Program will be invited to submit a bid for requirements that include Controlled Goods.*

## 8. Preliminary Project Schedule

The Vessel Recycling Plan must include a preliminary project schedule in accordance with the Work Period identified in Box 46 of the Service Request Form, in MS Project or equivalent format.

The project schedule must include the work breakdown structure, the scheduling of main activities, the milestones part of the Schedule of Milestones if the payment method is milestone payments (See Box 50 of the Service Request Form) and any potential problem areas involved in completing the Work. The schedule must include the start and end dates of each activity and milestone.

The main activities include but are not limited to:

- (a) Recovery of Vessel, if applicable
- (b) Removal of liquids
- (c) Transportation of Vessel, if applicable
- (d) Removal of residual liquids
- (e) Removal of non-Hazardous Materials, equipment and machinery
- (f) Cleaning the Vessel
- (g) Removal of Hazardous Materials/Wastes
- (h) dismantling of the Vessel in sequence (major Vessel structure and equipment/machinery removal)
- (i) delivery of all deliverables
- (j) completion of the Work

*Unless approved by Canada, the only Work allowed to be completed at the location of the Vessel is the removal of liquids (fuel/oils, bilge, ballast and other wastes potentially dangerous for the environment) from the Vessel and prepare the Vessel to get a towing certificate, as required by the Contractor's underwriter surveyor and Transport Canada.*

**ANNEX E – PRICING SCHEDULE**

Bidders must complete the pricing schedule of the applicable basis of payment indicated in Box 48 of the Service Request form and submit it with their bid.

**1. FIRM PRICE OR TIME AND MATERIAL**

1.1 Firm Price – Bidders must insert the price of each applicable expense category. The total price of the cost breakdown must equal the subtotal indicated in Box 57 of the Service Request form.

1.2 Time and Material – Bidders must insert the approximate price of each applicable expense category. The total price of the cost breakdown must equal the estimated price indicated in Box 63 of the Service Request form.

| Cost Breakdown                             |       |                                |
|--|-------|--------------------------------|
| Expense Category                           | Price | Additional Information         |
| Labour                                     | \$    | # of employees:                |
| Material                                   | \$    | Description:                   |
| Equipment Rental                           | \$    | Description:                   |
| Travel                                     | \$    | Itinerary:                     |
| Subcontractor(s)                           | \$    | Name and work to be completed: |
| Cost for Financial Security, if applicable | \$    | Description:                   |
| Other                                      | \$    | Type of expense and details:   |
| Other                                      | \$    | Type of expense and details:   |
| Other                                      | \$    | Type of expense and details:   |
| <b>TOTAL</b>                               | \$    |                                |

## 2. COMBINATION

2.1 Combination – Bidders must insert the price of each applicable expense category by basis of payment. The total of the cost breakdown for firm price basis of payment must equal the subtotal indicated in Box 57 of the Service Request form, and the total of the cost breakdown for time and material basis of payment must equal the subtotal indicated in Box 63 of the Service Request form.

| Cost Breakdown – Firm Price                |           |                                |
|--|-----------|--------------------------------|
| Expense Category                           | Price     | Additional Information         |
| Labour                                     | \$        | # of employees:                |
| Material                                   | \$        | Description:                   |
| Equipment Rental                           | \$        | Description:                   |
| Travel                                     | \$        | Itinerary:                     |
| Subcontractor(s)                           | \$        | Name and work to be completed: |
| Cost for financial Security, if applicable | \$        | Description:                   |
| Other                                      | \$        | Type of expense and details:   |
| Other                                      | \$        | Type of expense and details:   |
| Other                                      | \$        | Type of expense and details:   |
| <b>TOTAL</b>                               | <b>\$</b> |                                |
| Cost Breakdown – Time and Material         |           |                                |
| Expense Category                           | Price     | Additional Information         |
| Labour                                     | \$        | # of employees:                |
| Material                                   | \$        | Description:                   |
| Equipment Rental                           | \$        | Description:                   |
| Travel                                     | \$        | Itinerary:                     |
| Subcontractor(s)                           | \$        | Name and work to be completed: |
| Other                                      | \$        | Type of expense and details:   |
| Other                                      | \$        | Type of expense and details:   |
| Other                                      | \$        | Type of expense and details:   |
| Other                                      | \$        | Type of expense and details:   |
| <b>TOTAL</b>                               | <b>\$</b> |                                |

**ANNEX F – SERVICE REQUEST FORM**  
 Medium/Large Vessel Recycling Services

This Service Request form is issued pursuant to the Supply Arrangement EVC01-202003/A. Instructions, and terms and conditions applicable to this form are included within the Supply Arrangement. Should the requirement be for more than one Vessel, the form will be modified to accommodate the requirement.

| Part 1 – Bid Solicitation (to be filled out by the Identified User)  |  |  |  |
|--|--|--|--|
| Box 1 - Department of IU<br>Choose an item.  | Box 2 – Solicitation Date<br>Click here to enter a date.   | Box 3 – Solicitation number<br>Click here to enter text. | Box 4 – Amendment<br>Choose an item.             |
| Box 5 – Representative of IU<br>Click here to enter text.  |  | Box 6 – Phone of IU<br>Click here to enter text.         | Box 7 – Email of IU<br>Click here to enter text. |
| Box 8 - Region of IU<br>Choose an item.  | Box 9 – Section, division or other<br>Click here to enter text.  |  |  |
| Vessel Particulars   |  |  |  |
| Box 10 – Photograph of Vessel<br>  | Box 11 - Name of Vessel<br>Click here to enter text.   |  |  |
|  | Box 12 - Registration or Fisherman #<br>Click here to enter text.  |  |  |
|  | Box 13 - Length overall<br>Click here to enter text. <input type="checkbox"/> ft <input type="checkbox"/> m  |  |  |
|  | Box 14 - Breadth moulded<br>Click here to enter text. <input type="checkbox"/> ft <input type="checkbox"/> m |  |  |
|  | Box 15 - Depth moulded<br>Click here to enter text. <input type="checkbox"/> ft <input type="checkbox"/> m   |  |  |
|  | Box 16 – Type of Vessels<br>Choose an item.  |  |  |
|  | Box 17 – Hull Construction Material<br>Choose an item.   |  |  |
|  | Box 18 – Superstructure Construction Material<br>Choose an item.   |  |  |
|  | Box 19 - State of Vessel<br>Choose an item.  |  |  |
|  | Box 20 – Environmental Assessment<br><input type="checkbox"/> Yes <input type="checkbox"/> No                |  |  |
|  | Box 21 - Other<br>Click here to enter text.  |  |  |
| Box 22 – Machinery & Equipment<br>Is there any machinery and equipment on board? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown<br>If yes, describe the items and indicate their state: Click here to enter text.   |  |  |  |
| Location of Vessel   |  |  |  |
| Box 23 - Location<br>Click here to enter text.   | Box 24 - Lat.<br>Click here to enter text.   | Box 25 - Long<br>Click here to enter text.               |  |
| Box 26 - Accessibility of the Vessel<br>Click here to enter text.  | Box 27 - Special note or specific equipment required to access the Vessel<br>Click here to enter text.       |  |  |
| Box 28 - Safety hazards<br>Click here to enter text.   |  |  |  |
| Hazardous Materials  |  |  |  |
| Box 29 – Hazardous Materials<br>Are there any evidence of Hazardous Materials on the Vessel? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown<br>If yes, does an Inventory of Hazardous Materials exist? <input type="checkbox"/> Yes <input type="checkbox"/> No |  |  |  |

|  |  |
|--|--|
| <b>Indigenous Consideration</b>  |  |
| Box 30 – Modern Treaty<br>The Vessel is located within a modern treaty area  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Box 31 – Details of applicable treaty, if applicable<br>Click here to enter text.  |  |
| Box 32 – Indigenous Participation Plan (IPP)<br>An IPP is required with the Bid  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Box 33 – Indigenous Businesses<br>Bids will be solicited from Indigenous businesses  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <b>Requirement</b>   |  |
| Box 34 – Requirement<br><input type="checkbox"/> Stream 1 – Medium Size Vessel (Vessels of 300 MT or less)<br><input type="checkbox"/> Stream 2 – Large Size Vessel (Vessels more than 300 MT)<br>Include paint sampling: <input type="checkbox"/> Yes <input type="checkbox"/> No   |  |
| Box 35 – Vessel Transportation<br><input type="checkbox"/> Approved Site for recycling <input type="checkbox"/> Secure Site <input type="checkbox"/> Secure Site to Approved Site for recycling<br><br>Secure Site address, if applicable: Click here to enter text.   |  |
| Box 36 – Restriction(s)<br><input type="checkbox"/> On-site division of Vessel not allowed <input type="checkbox"/> Towing of Vessel not allowed<br><input type="checkbox"/> Other: Click here to enter text.  |  |
| Box 37 – Vessel Recovery Plan<br>A Vessel Recovery Plan is required <input type="checkbox"/> Yes <input type="checkbox"/> No   |  |
| Box 38 – Security<br>A security requirement applies to the requirement <input type="checkbox"/> Yes <input type="checkbox"/> No<br>Security requirement bid solicitation clause: Click here to enter text.<br>Security requirement resulting contract clause: Click here to enter text.  |  |
| Box 39 – Deliverable(s)<br>The deliverables must be provided to the representative of the IU in <a href="#">Choose an item.</a> in the following format:<br><input type="checkbox"/> Hard copy <input type="checkbox"/> Elect. copy via email <input type="checkbox"/> Elect. copy on USB key <input type="checkbox"/> Other<br>Specific instructions: Click here to enter text. |  |
| Box 40 – Controlled Goods (DND only)<br>Controlled Goods clauses apply to the requirement <input type="checkbox"/> Yes <input type="checkbox"/> No   |  |
| Box 41 – Financial Security<br>Financial Security applies to this requirement <input type="checkbox"/> Yes <input type="checkbox"/> No   |  |
| Box 42 – Wreck Insurance Requirement (CCG only)<br>Vessel is considered a Wreck as determined by the WAHVA <input type="checkbox"/> Yes <input type="checkbox"/> No<br>If yes, insurance coverage for Wrecks is required.  |  |
| Box 43 – Specific Instructions and / or comments<br>Click here to enter text.  |  |
| <b>Bidders' Conference and Vessel Viewing</b>  |  |
| Box 44 – Bidders' Conference<br>A bidders' conference is <a href="#">Choose an item.</a><br>If mandatory or optional, see attached <a href="#">Annex I</a> for details and instructions.   |  |
| Box 45 – Vessel Viewing<br>A Vessel viewing is <a href="#">Choose an item.</a><br>If mandatory or optional, see attached <a href="#">Annex I</a> for details and instructions.   |  |
| <b>Timelines</b>   |  |
| Box 46 – Work Period<br>Work must commence at <a href="#">contract award</a> or <a href="#">Click here to enter a date.</a><br>If applicable (see Box 37), the Vessel must be recovered by <a href="#">Click here to enter a date.</a>   |  |

|  |   |  |   |                                     |   |   |                       |   |   |                  |   |   |                       |                                     |  |  |  |  |                  |                                     |  |
|--|---|--|---|-------------------------------------|---|---|-----------------------|---|---|------------------|---|---|-----------------------|-------------------------------------|--|--|--|--|------------------|-------------------------------------|--|
| <p>The Vessel must be transported by to the Approved Site or Secure Site (see Box 35) by <a href="#">Click here to enter a date.</a><br/>         The Work must be completed by <a href="#">Click here to enter a date.</a></p>  |   |  |   |                                     |   |   |                       |   |   |                  |   |   |                       |                                     |  |  |  |  |                  |                                     |  |
| <p>Box 47 – Deliverables<br/>         All deliverables must be provided by <a href="#">Click here to enter a date.</a></p>   |   |  |   |                                     |   |   |                       |   |   |                  |   |   |                       |                                     |  |  |  |  |                  |                                     |  |
| <p><b>Basis of Payment</b></p>   |   |  |   |                                     |   |   |                       |   |   |                  |   |   |                       |                                     |  |  |  |  |                  |                                     |  |
| <p>Box 48 – Basis of Payment</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 25%;"><input type="checkbox"/> Firm Price</td> <td style="width: 25%;"><input type="checkbox"/> Time &amp; Material</td> <td style="width: 25%;"><input type="checkbox"/> Combination</td> <td style="width: 25%;">Vessel recovery</td> <td style="width: 12.5%;"><input type="checkbox"/> Firm Price</td> <td style="width: 12.5%;"><input type="checkbox"/> Time &amp; Material</td> </tr> <tr> <td></td> <td></td> <td></td> <td>Vessel transportation</td> <td><input type="checkbox"/> Firm Price</td> <td><input type="checkbox"/> Time &amp; Material</td> </tr> <tr> <td></td> <td></td> <td></td> <td>Vessel recycling</td> <td><input type="checkbox"/> Firm Price</td> <td><input type="checkbox"/> Time &amp; Material</td> </tr> </table> |   |  |   | <input type="checkbox"/> Firm Price | <input type="checkbox"/> Time & Material        | <input type="checkbox"/> Combination                        | Vessel recovery       | <input type="checkbox"/> Firm Price             | <input type="checkbox"/> Time & Material                    |                  |   |   | Vessel transportation | <input type="checkbox"/> Firm Price | <input type="checkbox"/> Time & Material |  |  |  | Vessel recycling | <input type="checkbox"/> Firm Price | <input type="checkbox"/> Time & Material |
| <input type="checkbox"/> Firm Price  | <input type="checkbox"/> Time & Material  | <input type="checkbox"/> Combination   | Vessel recovery   | <input type="checkbox"/> Firm Price | <input type="checkbox"/> Time & Material        |   |                       |   |   |                  |   |   |                       |                                     |  |  |  |  |                  |                                     |  |
|  |   |  | Vessel transportation   | <input type="checkbox"/> Firm Price | <input type="checkbox"/> Time & Material        |   |                       |   |   |                  |   |   |                       |                                     |  |  |  |  |                  |                                     |  |
|  |   |  | Vessel recycling  | <input type="checkbox"/> Firm Price | <input type="checkbox"/> Time & Material        |   |                       |   |   |                  |   |   |                       |                                     |  |  |  |  |                  |                                     |  |
| <p>Time and Materiel / Combination</p>   |   |  |   |                                     |   |   |                       |   |   |                  |   |   |                       |                                     |  |  |  |  |                  |                                     |  |
| <p>Box 49 – Ceiling Price/Limitation of Expenditure</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 33%;">Vessel recovery, if applicable</td> <td style="width: 33%;"><input type="checkbox"/> Ceiling Price \$ _____</td> <td style="width: 33%;"><input type="checkbox"/> Limitation of Expenditure \$ _____</td> </tr> <tr> <td>Vessel transportation</td> <td><input type="checkbox"/> Ceiling Price \$ _____</td> <td><input type="checkbox"/> Limitation of Expenditure \$ _____</td> </tr> <tr> <td>Vessel recycling</td> <td><input type="checkbox"/> Ceiling Price \$ _____</td> <td><input type="checkbox"/> Limitation of Expenditure \$ _____</td> </tr> </table>   |   |  |   | Vessel recovery, if applicable      | <input type="checkbox"/> Ceiling Price \$ _____ | <input type="checkbox"/> Limitation of Expenditure \$ _____ | Vessel transportation | <input type="checkbox"/> Ceiling Price \$ _____ | <input type="checkbox"/> Limitation of Expenditure \$ _____ | Vessel recycling | <input type="checkbox"/> Ceiling Price \$ _____ | <input type="checkbox"/> Limitation of Expenditure \$ _____ |                       |                                     |  |  |  |  |                  |                                     |  |
| Vessel recovery, if applicable   | <input type="checkbox"/> Ceiling Price \$ _____                                       | <input type="checkbox"/> Limitation of Expenditure \$ _____  |   |                                     |   |   |                       |   |   |                  |   |   |                       |                                     |  |  |  |  |                  |                                     |  |
| Vessel transportation  | <input type="checkbox"/> Ceiling Price \$ _____                                       | <input type="checkbox"/> Limitation of Expenditure \$ _____  |   |                                     |   |   |                       |   |   |                  |   |   |                       |                                     |  |  |  |  |                  |                                     |  |
| Vessel recycling   | <input type="checkbox"/> Ceiling Price \$ _____                                       | <input type="checkbox"/> Limitation of Expenditure \$ _____  |   |                                     |   |   |                       |   |   |                  |   |   |                       |                                     |  |  |  |  |                  |                                     |  |
| <p>Box 50 – Payment<br/>         Single Payment <input type="checkbox"/> Milestone Payment <input type="checkbox"/></p>  |   |  |   |                                     |   |   |                       |   |   |                  |   |   |                       |                                     |  |  |  |  |                  |                                     |  |
| <p><b>Submission of Bids</b></p>   |   |  |   |                                     |   |   |                       |   |   |                  |   |   |                       |                                     |  |  |  |  |                  |                                     |  |
| <p>Box 51 – Bid Solicitation Closing Date<br/>         Bidders must submit their bid, Part 2 of this form, duly completed and signed with the preliminary Vessel Recovery Plan (if applicable), the preliminary Vessel Transportation Plan, the preliminary Vessel Recycling Plan, the Pricing Schedule, the Insurance letter or certificate and any other required document to the representative of the IU by <a href="#">Click here to enter a date.</a> Bids received after this date will be deemed non-responsive without any other consideration.</p>   |   |  |   |                                     |   |   |                       |   |   |                  |   |   |                       |                                     |  |  |  |  |                  |                                     |  |
| <p>Box 52 – Enquiry Period<br/>         All enquiries in regard to the Bid Solicitation should be submitted in writing to the representative of the IU no later than <b>Choose an item.</b> prior to the bid solicitation closing date specified above. Enquiries received after this date may not be answered.</p>  |   |  |   |                                     |   |   |                       |   |   |                  |   |   |                       |                                     |  |  |  |  |                  |                                     |  |
| <p><b>Part 2 – Bid</b></p>   |   |  |   |                                     |   |   |                       |   |   |                  |   |   |                       |                                     |  |  |  |  |                  |                                     |  |
| <p>Box 53 - Company name<br/> <a href="#">Click here to enter text.</a></p>  | <p>Box 54 – Company rep. and title<br/> <a href="#">Click here to enter text.</a></p> | <p>Box 55 – Email<br/> <a href="#">Click here to enter text.</a></p>                                   | <p>Box 56 – Phone<br/> <a href="#">Click here to enter text.</a></p>                              |                                     |   |   |                       |   |   |                  |   |   |                       |                                     |  |  |  |  |                  |                                     |  |
| <p><b>Financial Proposal</b></p>   |   |  |   |                                     |   |   |                       |   |   |                  |   |   |                       |                                     |  |  |  |  |                  |                                     |  |
| <p>Firm Price</p>  |   |  |   |                                     |   |   |                       |   |   |                  |   |   |                       |                                     |  |  |  |  |                  |                                     |  |
| <p>Box 57 – Subtotal<br/>         \$ <a href="#">Click here to enter text.</a></p>   | <p>Box 58 – Tax<br/>         \$ <a href="#">Click here to enter text.</a></p>         | <p>Box 59 – Total Firm Price<br/>         \$ <a href="#">Click here to enter text.</a></p>             | <p>Box 60 – Unscheduled Hourly Rate<br/>         \$ <a href="#">Click here to enter text.</a></p> |                                     |   |   |                       |   |   |                  |   |   |                       |                                     |  |  |  |  |                  |                                     |  |
| <p>Time and Material</p>   |   |  |   |                                     |   |   |                       |   |   |                  |   |   |                       |                                     |  |  |  |  |                  |                                     |  |
| <p>Box 61 – Hourly Rate<br/>         \$ <a href="#">Click here to enter text.</a></p>  | <p>Box 62 – Approx. hours<br/> <a href="#">Click here to enter text.</a></p>          | <p>Box 63 – Total Est. Price (tax excl.)<br/>         \$ <a href="#">Click here to enter text.</a></p> | <p>Box 64 – Unscheduled Hourly Rate<br/>         \$ <a href="#">Click here to enter text.</a></p> |                                     |   |   |                       |   |   |                  |   |   |                       |                                     |  |  |  |  |                  |                                     |  |
| <p>Combination</p>   |   |  |   |                                     |   |   |                       |   |   |                  |   |   |                       |                                     |  |  |  |  |                  |                                     |  |
| <p>Box 65 – Combination (Firm Price and Time and Material)<br/>         The Bidder must provide all information requested in Box 57 to 64 inclusively, in accordance with Box 48 - Basis of Payment.</p>   |   |  |   |                                     |   |   |                       |   |   |                  |   |   |                       |                                     |  |  |  |  |                  |                                     |  |
| <p><b>Certification and Signature</b></p>  |   |  |   |                                     |   |   |                       |   |   |                  |   |   |                       |                                     |  |  |  |  |                  |                                     |  |
| <p>Box 66 – Integrity Provisions - Declaration of Convicted Offences<br/>         The Bidder certifies that no changes to the list of directors have been made and that no <input type="checkbox"/> Yes <input type="checkbox"/> No director has been convicted of any offenses since the issuance of a supply arrangement.</p>  |   |  |   |                                     |   |   |                       |   |   |                  |   |   |                       |                                     |  |  |  |  |                  |                                     |  |
| <p>Box 67 – Signature</p>  |   | <p>Box 68 – Submission Date</p>  |   |                                     |   |   |                       |   |   |                  |   |   |                       |                                     |  |  |  |  |                  |                                     |  |

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005mer  
CCC No./N° CCC - FMS No./N° VME

| <b>Part 3 – Contract Award</b>   |   |   |
|--|---|---|
| Box 69 – Contracting Authority (CA)<br>Click here to enter text.       | Box 70 – Phone<br>Click here to enter text.           | Box 71 – Email<br>Click here to enter text.                 |
| Box 72 – Project Authority (PA)<br>Click here to enter text.           | Box 73 – Phone<br>Click here to enter text.           | Box 74 – Email<br>Click here to enter text.                 |
| Box 75 – Procurement Authority (DND only)<br>Click here to enter text. | Box 76 – Phone<br>Click here to enter text.           | Box 77 – Email<br>Click here to enter text.                 |
| Box 78 – Successful Bidder<br>Click here to enter text.                | Box 79 – Security Deposit (if applicable)<br>\$ _____ | Box 80 – Contract Number<br>Click here to enter text.       |
| Box 81 - Contract subtotal (without tax)<br>\$ _____                   | Box 82 - Tax<br>\$ _____                              | Box 83 - Contract Price (tax included)<br>\$ _____          |
| Box 84 – Signature of Contracting Authority                            |   | Box 85 – Contract award date<br>Click here to enter a date. |

**ANNEX G – UNSCHEDULED WORK REQUEST FORM**

Medium/Large Vessel Recycling Services

|  |   |  |   |
|--|---|--|---|
|  |   | Box 1 - Request #<br><a href="#">Click here to enter text.</a>                             |   |
|  |   | Box 2 - Contract #<br><a href="#">Click here to enter text.</a>                            |   |
| Box 3 – Name of Vessel<br><a href="#">Click here to enter text.</a>  |   | Box 4 - Request Date<br><a href="#">Click here to enter a date.</a>                        |   |
| <b>Part 1 - Description of Unscheduled Work and Timelines</b>  |   |  |   |
| Box 5 - Reason for Unscheduled Work<br><a href="#">Click here to enter text.</a>   |   |  |   |
| Box 6 – Description of Unscheduled Work<br><a href="#">Click here to enter text.</a>   |   |  |   |
| Box 7 – Specific tasks, instructions and/or comment<br><a href="#">Click here to enter text.</a>   |   |  |   |
| Box 8 – Deliverable(s)<br>List of deliverable(s): <a href="#">Click here to enter text.</a><br>The final version of deliverable(s) must be provided to the Project Authority in Choose an item. in the following format: <input type="checkbox"/> Hard copy <input type="checkbox"/> Electronic copy via email <input type="checkbox"/> Electronic copy on USB key <input type="checkbox"/> Other<br>Specific delivery instructions: <a href="#">Click here to enter text.</a> |   |  |   |
| Box 9 – Completion of Work<br>The Work must be completed by <a href="#">Click here to enter a date.</a>  |   |  |   |
| Box 10 - Due date for deliverables<br>All deliverable(s) must be provided to the Contracting Authority and the Project Authority by <a href="#">Click here to enter a date.</a>  |   |  |   |
| Box 11 – Basis of Payment<br><input type="checkbox"/> Firm Price <input type="checkbox"/> Time and Material <input type="checkbox"/> Combination   |   |  |   |
| Box 12 – Ceiling Price/Limitation of Expenditure<br><input type="checkbox"/> Ceiling Price <input type="checkbox"/> Limitation of Expenditure  |   |  |   |
| Box 13 – Timeline<br>The Contractor should provide the proposal to complete the unscheduled work to the Project Authority by <a href="#">Click here to enter a date.</a>   |   |  |   |
| <b>Part 2 – Contractor’s Proposal</b>  |   |  |   |
| <b>Proposed Subcontractors</b>   |   |  |   |
| Box 14 – Company Name and Description of Work to be completed<br><a href="#">Click here to enter text.</a>   |   |  |   |
| <b>Financial Proposal</b>  |   |  |   |
| Box 15 – Pricing Schedule<br>The Contractor must provide the <b>Annex E – Pricing Schedule.</b>  |   |  |   |
| <b>Firm Price</b>  |   |  |   |
| Box 16 – Subtotal (without tax)<br>\$ <a href="#">Click here to enter text.</a>  | Box 17 - Tax<br>\$ <a href="#">Click here to enter text.</a>        | Box 18 - Total Firm Price<br>\$ <a href="#">Click here to enter text.</a>                  | Box 19 - Hours<br><a href="#">Click here to enter text.</a> |
| <b>Time and Material</b>   |   |  |   |
| Box 20 – Hourly Rate<br>\$ <a href="#">Click here to enter text.</a>   | Box 21 – Approx. hours<br><a href="#">Click here to enter text.</a> | Box 22 – Total Est. Price (taxes included)<br>\$ <a href="#">Click here to enter text.</a> |   |
| <b>Combination</b>   |   |  |   |
| Box 23 - Combination (Firm Price and Time and Material)<br>The Bidder must provide all information requested in Box 16 to 22 inclusively, in accordance with Box 11 - Basis of payment.  |   |  |   |

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|  |   |  |
|--|---|--|
| Box 24 – Remarks   |   |  |
| Box 25 - Contractor's Signature  |   | Box 26 – Date  |
| <b>Part 3 - Acceptance and Contract Amendment</b>  |   |  |
| Box 27 - Approval by Project Authority<br><input type="checkbox"/> Yes <input type="checkbox"/> No     | Box 28 - Signature                                  | Box 29 – Date<br><a href="#">Click here to enter a date.</a> |
| Box 30 – Approval by Contracting Authority<br><input type="checkbox"/> Yes <input type="checkbox"/> No | Box 31 – Signature                                  | Box 32 - Date<br><a href="#">Click here to enter a date.</a> |
| Box 33 - Previous Contract Price<br><a href="#">Click here to enter text.</a>                          | <b>Box 34</b><br>Revised Contract Price (tax incl.) | \$ <a href="#">Click here to enter a date.</a>               |

## ANNEX H – INDIGENOUS PARTICIPATION COMPONENT

### 1. Purpose and Goal

- (a) The Indigenous Participation Component (IPC) is a mechanism designed to meet the Government of Canada's objectives of encouraging Indigenous socio-economic development through federal contracting opportunities. The IPC is also designed to encourage Industry Respondents to contribute to creating long-term sustainable and meaningful socio-economic benefits for Indigenous peoples, businesses and communities.
- (b) The IPC's main goal consists of Indigenous Business Development and encourages prime contractors to contribute and invest in building and developing viable Indigenous business capacity by procuring goods and services from Indigenous businesses qualified under the Procurement Strategy for Indigenous Business (PSIB). Prime contractors or their subcontractors are also encouraged to demonstrate how they intend to maximize the use of Indigenous firms such as identify the work intended to be carried out by Indigenous businesses including contract and supply chain management.
- (c) The IPC also encourages the use of Indigenous Employment. Prime contractors are encouraged to demonstrate how Indigenous employment will be maximized and include details pertaining to Indigenous recruitment and retention strategies and related job activities such as the work to be carried out by each position.

*Bidders may wish to contact Employment and Social Development Canada (ESDC) to find out about Indigenous Labour Programs.*

- (d) The IPC also consists of Indigenous Training and Skills Development. Prime contractors are encouraged to demonstrate how training opportunities and skills development will be maximized for Indigenous persons such as how they intend to provide on-the job training, in-house training as well as succession plans.
- (e) When there is a lack of Indigenous business capacity, the prime contractor may consider other relevant measures (indirect benefits) such as, but not limited to specialized training, career development, scholarships and community outreach to help Indigenous communities in meeting their economic development needs. In support of the IPC, Bidders are encouraged to reach out to Indigenous businesses and communities.

### 2. Definitions

#### Indigenous Business:

For the purpose of this bid solicitation, in order to be considered an Indigenous Business, the business must be registered with the federal government's PSIB and meet one of the following:

- A band as defined by the *Indian Act R.S.C., 1985, c. I-5*; or
- A sole proprietorship; or

- A limited company, a cooperative, a partnership or not-for-profit organization in which Indigenous persons have at least 51% ownership and control; or
- A joint-venture consisting of two (2) or more Indigenous businesses or an Indigenous business and a non-Indigenous business, provided that the Indigenous business or businesses have at least 51% ownership and control of the joint venture.

#### Indigenous Person:

An Indigenous Person means a First Nation, Métis or Inuit person who is a Canadian citizen and resident in Canada. In order to be considered an Indigenous person, one of the following must be met:

- (a) registration under the *Indian Act R.S.C., 1985, c. I-5*; or
- (b) membership in a recognized national, provincial or territorial Indigenous organization; or
- (c) recognition as Indigenous, Métis or Inuit from the relevant local Indigenous community; or
- (d) enrolment or entitlement to be enrolled pursuant to a comprehensive land claim agreement, or
- (e) membership or entitlement to membership in a group with an accepted comprehensive claim.

#### Direct Benefits:

Direct Benefits are transactions incurred by the Contractor during performance of the Work that include:

- (a) Indigenous Business Subcontracting – Subcontracting a portion of the Work, or goods or services required by the Contractor to deliver the Work, to a qualified Indigenous business.
- (b) Indigenous Employment – Full-time, Part-time and Casual employment of Indigenous persons.
- (c) Indigenous Training and Skills Development – Training opportunities and skills development for Indigenous persons, such as on-the job training, or in-house training.

#### Indirect Benefits:

Indirect Benefits are relevant socio-economic measures, other than Direct Benefits, such as, but not limited to, specialized training, career development, scholarships, and community outreach programs to help local Indigenous communities meet their economic development needs.

*For the purpose of this solicitation, the purchase of goods and services from Indigenous businesses not directly related to the recycling of the Vessel, will be considered as indirect IPCs.*

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### Indigenous Participation Component (IPC) Transactions:

The total value of all transactions incurred by the Contractor on Direct and Indirect Benefits.

#### 3. Criteria

If the representative of the Identified User indicates that an Indigenous Participation Plan (IPP) is required with the bid at Box 32 of the Service Request Form, the Bidder must submit an Indigenous Participation Plan in accordance with the following:

1. Indigenous Participation Components must be categorized as either Direct Benefit or Indirect Benefit.

*Direct Benefits are preferable to Indirect Benefits. All IPCs (Direct and Indirect) must be in the form of quantifiable transactions.*

2. The total value of all IPC transactions incurred by the Contractor on Direct and Indirect Benefits must be for a **minimum of 5%** of the Bidder's financial bid price (tax excluded).

*Direct and Indirect Benefits must be presented separately.*

3. The IPP must include a Small Business Subcontracting Sub-Plan, a Human Resources Sub-Plan and an On-the-Job Training, Skills Development, Apprenticeship Sub-Plan, as applicable.

3.1 Small Business Subcontracting Plan – The Bidder must identify Indigenous businesses/subcontractors that will be participating in the Contract, and include as much detail as possible about the Work to be performed by that company, including the dollar value.

3.2 Human Resources Sub-Plan - If the Bidder intends to hire Indigenous employees, the IPP must include a Human Resources Sub-Plan. The Bidder must identify the number of Indigenous employees they will hire on a part-time, casual and full-time basis, and include as much detail as possible about the Work to be performed by each employee, including monthly salary (excluding employee benefits paid by the employer).

3.3 On-the-Job Training, Skills Development, Apprenticeship Sub-Plan – If the Contractor will provide on-the-job training, skills development and/or apprenticeship opportunities to Indigenous employees, the IPP must include an On-the-Job Training, Skills Development, Apprenticeship Sub-Plan. The Bidder must identify the name, the type of training, time and breakdown of cost (travel, course fee, learning materials) for each Indigenous employee, and include as much detail as possible about the Work the employee will be able to do once the training is completed.

*The Contractor must submit the **Detailed Transactions Sheet – Annex L** monthly to show progress. Once the Contract is completed, the dollar value of the Small Business Subcontracting Sub-Plan, the Human Resources Sub-Plan and the On-the-Job Training, Skills Development, Apprenticeship Sub-Plan must correspond to the totals of the final Detailed Transactions Sheet. Each Indigenous subcontractor, employee or individual must sign the **Indigenous Participant Certification – Annex K**. The Contractor must provide the certification(s) with the monthly Detailed Transactions Sheet.*

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The Contractor must provide additional evidence to confirm the businesses and any named person is Indigenous in accordance with the definitions in article 2 of this document at any time when requested by Canada.

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**ANNEX I – BIDDERS' CONFERENCE AND VESSEL VIEWING**  
**Details and Instructions**

*The representative of the Identified User will provide the details and instructions for the mandatory or optional Bidders' Conference and Vessel Viewing with the Service Request Form.*

**\*\*\*All bidders/attendees must be on the official list sent to the representative of the Identified User in order to attend the Bidders' Conference and/or Vessel Viewing\*\*\***

---

Date: \_\_\_\_\_  
Time: \_\_\_\_\_  
Location: \_\_\_\_\_

**Administration:**

1. Will participants be required to bring government issued picture ID (e.g. drivers licence)?

Yes \_\_\_\_ No \_\_\_\_

2. What time should attendees arrive prior to the start of the conference/viewing? \_\_\_\_\_

3. Are there specific instructions to gain access to the site?

Yes \_\_\_\_ No \_\_\_\_

If yes, please indicates specific instructions: \_\_\_\_\_

4. Will attendees be required to be escorted during the visit?

Yes \_\_\_\_ No \_\_\_\_

5. Is parking limited? Please provide any parking instructions.

Yes \_\_\_\_ No \_\_\_\_

If yes, please provide any parking instructions: \_\_\_\_\_

**\*\*\*The information provided in the Service Request Form with respect to the condition of the Vessel is the best information available to CANADA at the time of release. Bidders are responsible for ensuring the accuracy of such information\*\*\***

### Mandatory or Optional Bidders' Conference

The Bidders' Conference will serve to review the Service Request Form and all technical information related to the requirement, as applicable. Bidders will have the opportunity to ask questions related to the bid package.

Bidders will have access to the following technical data:

- General arrangement drawings? Yes \_\_\_\_ No \_\_\_\_
- Docking and trim and stability data? Yes \_\_\_\_ No \_\_\_\_
- Environmental assessments? Yes \_\_\_\_ No \_\_\_\_
- Access to the incident boards for the Vessel, laying out all compartments? Yes \_\_\_\_ No \_\_\_\_
- Other: \_\_\_\_\_

### Mandatory or Optional Vessel Viewing

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

**IMPORTANT:** Vessel Viewing attendees are required to provide their own safety equipment suitable for touring the Vessel under the stated condition. Canada will not be supplying any safety gear. It is recommended that attendees wear the following during the site visit:

- Hard hat (mandatory);
- Safety boots (mandatory);
- Eye protection such as security glasses;
- Personal air monitoring equipment;
- Flashlight; and
- Coveralls.

Attendees will:

1. be escorted during the Vessel viewing. The escort will not answer any questions. Only questions answered through the formal process of the bid solicitation will form part of the bid solicitation and resulting contract?

Yes \_\_\_\_ No \_\_\_\_

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

Yes \_\_\_\_ No \_\_\_\_

3. Other details and/or Instructions: \_\_\_\_\_

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**ANNEX J – RELEASE, WAIVER, AND ASSUMPTION OF RISK**

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



### Certification for Indigenous Businesses

#### Indigenous Business definition:

For the purpose of this Contract, in order to be considered an Indigenous Business, the business must be registered in the Indigenous Business Directory and meet one of the following:

- A band as defined by the *Indian Act* R.S.C., 1985, c. I-5; or
  - A sole proprietorship; or
  - A limited company, a cooperative, a partnership or not-for-profit organization in which Indigenous persons have at least 51% ownership and control; or
  - A joint-venture consisting of two (2) or more Indigenous businesses or an Indigenous business and a non-Indigenous business, provided that the Indigenous business or businesses have at least 51% ownership and control of the joint venture.
- 

#### Certification:

I certify that I am the owner of an Indigenous Business in accordance with the above definitions and

have provided goods and/or services to \_\_\_\_\_ between the period of

name of business

\_\_\_\_\_ and \_\_\_\_\_.

MM/DD/YYYY

MM/DD/YYYY

\_\_\_\_\_  
Printed name of business owner

\_\_\_\_\_  
Signature of business owner

\_\_\_\_\_  
Date

**ANNEX L – DETAILED TRANSACTIONS SHEET**

Reporting Period: from \_\_\_\_\_ to \_\_\_\_\_ (date format: YYYY-MM-DD)

| A - Indigenous Project Resources Employed by the Contractor |             |              |              |                             |                            |
|---|-------------|--------------|--------------|-----------------------------|----------------------------|
| Indigenous Person's Name                                    | Rate of Pay | Hours Worked | *Amount Paid | Type of Work (e.g. Welding) | Direct or Indirect Benefit |
|   |             |              |              |                             |                            |
|   |             |              |              |                             |                            |

\*Full salary before income tax without mark-up, overheads or G&A, etc.

| B - On-the-Job Training, Skills Development, Apprenticeship provided by the Contractor |                      |                     |   |                            |
|--|----------------------|---------------------|---|----------------------------|
| Indigenous Person's Name   | Resource Description | Cost (tax included) | Training, Skills Development or Apprenticeship Provided | Direct or Indirect Benefit |
|  |                      |                     |   |                            |
|  |                      |                     |   |                            |

| C - Subcontract – Services from Indigenous Business acquired by the Contractor |                        |     |                            |                     |                            |
|--|------------------------|-----|----------------------------|---------------------|----------------------------|
| Indigenous Business Name   | Subtotal (without tax) | Tax | Amount Paid (tax included) | Service Description | Direct or Indirect Benefit |
|  |                        |     |                            |                     |                            |
|  |                        |     |                            |                     |                            |

| D - Subcontract – Goods from Indigenous Business acquired by the Contractor |                        |     |                            |                   |                            |
|---|------------------------|-----|----------------------------|-------------------|----------------------------|
| Indigenous Business Name  | Subtotal (without Tax) | Tax | Amount Paid (tax included) | Goods Description | Direct or Indirect Benefit |
|   |                        |     |                            |                   |                            |
|   |                        |     |                            |                   |                            |

| E - Other Benefits provided to Indigenous Communities provided by the Contractor |             |                     |                            |
|--|-------------|---------------------|----------------------------|
| Indigenous Contact   | Amount Paid | Benefit Description | Direct or Indirect Benefit |
|  |             |                     |                            |
|  |             |                     |                            |

Total Direct Benefits \$ \_\_\_\_\_

Total Indirect Benefits \$ \_\_\_\_\_

Indigenous Participation Component Benefits for this period: \$ \_\_\_\_\_

Previous period total Benefits: \$ \_\_\_\_\_

Outstanding amount to be met: \$ \_\_\_\_\_

Solicitation No. - N° de l'invitation  
EVC01-202003/B  
Client Ref. No. - N° de réf. du client  
EVC01-202003

Amd. No. - N° de la modif.  
File No. - N° du dossier  
002mer.EVC01-202003

Buyer ID - Id de l'acheteur  
005mer  
CCC No./N° CCC - FMS No./N° VME

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### ANNEX M – TIME AND MATERIAL REPORT

Prior to performing any Work under the Contract, the Contractor must complete Part 1 for any part of the Work based on the basis of payment time and material, and complete Part 2 once the Work is completed.

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#### Part 1 – Prior to performance of Work

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

Contract number: \_\_\_\_\_

Vessel name or reference: \_\_\_\_\_

Planned Work:

Recovery of Vessel

Transportation of Vessel

Recycling of Vessel

Deviation(s) from the approved Vessel Recycling Plan: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Start time: \_\_\_\_\_ Planned hours to complete the planned Work: \_\_\_\_\_

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Project Authority or representative of Canada  
Signature

Comment(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Solicitation No. - N° de l'invitation  
EVC01-202003/B  
Client Ref. No. - N° de réf. du client  
EVC01-202003

Amd. No. - N° de la modif.  
File No. - N° du dossier  
002mer.EVC01-202003

Buyer ID - Id de l'acheteur  
005mer  
CCC No./N° CCC - FMS No./N° VME

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**Part 2 – Completion of the Work**

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

Contract number: \_\_\_\_\_

Vessel name or reference: \_\_\_\_\_

Deviation(s) from the approved Vessel Recycling Plan: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Completion time: \_\_\_\_\_ Total hours to complete the planned Work: \_\_\_\_\_

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Project Authority or representative of Canada  
Signature

Comment(s): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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**ANNEX N – VESSEL TRANSFER CERTIFICATE**

FOR THE CARE AND CUSTODY OF THE \_\_\_\_\_

1. In accordance with the terms and conditions of the Contract no. \_\_\_\_\_ for the recycling of the \_\_\_\_\_, the final Vessel Transportation Plan and the insurance certificate have been provided to Canada and accepted.

2. The undersigned acknowledges 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:

- transportation of the Vessel to the Approved Site or the Secure Site;
- dismantlement and the recycling of the Vessel, if applicable; and
- the sale, the reuse, the recycling or the disposal of the scrap and other materials, if applicable.

3. It is mutually agreed by all parties that the final acceptance of the Work will occur only after the completion of all work in accordance with the Service Request Form and the Statement of Requirement, and when all deliverables have been received and approved by Canada.

SIGNED AT \_\_\_\_\_ ON THE \_\_\_ DAY OF \_\_\_\_\_, 20\_\_ AT \_\_\_\_\_ HOUR.

FOR THE DEPARTMENT OF \_\_\_\_\_:

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

FOR THE CONTRACTOR:

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

FOR PUBLIC SERVICES AND PROCUREMENT CANADA (PSPC) (ONLY WHEN PSPC IS THE CONTRACTING AUTHORITY):

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

## ANNEX O - FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

*Bidders must provide the following certification with their bid if the estimated price of the Contract is \$1,000,000 (taxes included) and above.*

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

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

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

Complete both A and B.

A. Check only one of the following:

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

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

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

**OR**

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

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

**OR**

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

## ANNEX P – FORMER PUBLIC SERVANT CERTIFICATION

### Former Public Servant in Receipt of a Pension

As per the definitions provided in [B6.11](#),

Is the Bidder a FPS in receipt of a pension?

Yes ( ) No ( )

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

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

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

### Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

Yes ( ) No ( )

If so, the Bidder must provide the following information:

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