



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

Bid Receiving/Réception des soumissions

Procurement Hub | Centre d'approvisionnement
Fisheries and Oceans Canada | Pêches et Océans Canada
200 Kent Street | 200 rue Kent
Ottawa, ON, K1A 0E6

Email / Courriel : DFO.Tenders-Soumissions.MPO@dfo-mpo.gc.ca
Cc: Gloria.TsakaKipuni@dfo-mpo.gc.ca

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Proposal to: Fisheries and Oceans Canada

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

Proposition à : Pêches et Océans Canada

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

Title / Titre Removal and Deconstruction of "Western Star", "Haida Royal", "Tanner's Quest", "Montego Bay" and three (3) waste bins in Haida Gwaii, BC		Date May 9, 2024
Solicitation No. / N° de l'invitation 30005140A		
Client Reference No. / No. de référence du client(e) 30005140A		
Solicitation Closes / L'invitation prend fin At / à : 2 P.M. ET (Eastern Time / HE (Heure de l'Est) On / le : June 10, 2024		
F.O.B. / F.A.B. Destination	Taxes See herein — Voir ci-inclus	Duty / Droits See herein — Voir ci-inclus
Destination of Goods and Services / Destinations des biens et services See herein — Voir ci-inclus		
Instructions See herein — Voir ci-inclus		
Address Inquiries to : / Adresser toute demande de renseignements à : Gloria Tsaka Kipuni, Contracting Officer Email / Courriel: DFO.tenders-soumissions.MPO@dfo-mpo.gc.ca Gloria.TsakaKipuni@dfo-mpo.gc.ca		
Delivery Required / Livraison exigée See herein — Voir en ceci	Delivery Offered / Livraison proposée	
Vendor Name, Address and Representative / Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur		
Telephone No. / No. de téléphone	Facsimile No. / No. de télécopieur	
Name and title of person authorized to sign on behalf of Vendor (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)		
Signature	Date	



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REISSUE OF A BID SOLICITATION

This bid solicitation cancels and supersedes previous bid solicitation number 30005140 dated March 8, 2024 with a closing of April 8, 2024 at 14:00 ET.

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement applicable to the Contract.

Escort required at DFO site(s)

- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have access to PROTECTED or CLASSIFIED information/assets.
- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have unescorted access to restricted access areas of Fisheries and Oceans Canada facilities, or Canadian Coast Guard vessels.
- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT remove any PROTECTED or CLASSIFIED information/assets from DFO site(s).
- Subcontracts or arrangements with a third party are not to be awarded without the prior written permission of the Contracting Authority (i.e. a new SRCL must be submitted and processed following the same procedure as for the initial contract).

1.2 Statement of Work

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

1.3 Procurement Strategy for Indigenous Business

1.3.1 Conditional Set-Aside under the Federal Government Procurement Strategy for Indigenous Business (PSIB)

This is an open tender. However, it will be conditionally set-aside under the Government of Canada's Procurement Strategy for Indigenous Business (PSIB) if two or more bids have been received by Indigenous businesses who are certified under the Procurement Strategy for Indigenous Business (PSIB) criteria and who may be listed in the Government of Canada's Indigenous Business Directory (<https://www.sac-isc.gc.ca/eng/1100100033057/1610797769658>).

If your Indigenous business is not yet registered in the Indigenous Business Directory, please do so at the link provided above. If bids from two or more Indigenous businesses are compliant with the terms of the Request for Proposal, the contracting authority will limit the competition to those Indigenous businesses and will not consider bids from any non-Indigenous businesses that may have been submitted.

If the bids from the Indigenous businesses are found to be non-compliant or non-responsive or are withdrawn, such that fewer than two compliant bids from Indigenous businesses remain, bids from all of the non-Indigenous businesses that had submitted bids will then be considered by the contracting authority.



1.4 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within **15 working days** from receipt of the results of the bid solicitation process. The debriefing may be in writing or by telephone.

1.5 Trade Agreements

The requirement is subject to the World Trade Agreement (WTO), Canada-Chile Free Trade Agreement (CCFTA), Canada-Colombia Free Trade Agreement, Canada-Peru Free Trade Agreement (CPFTA), Canada-Panama Free Trade Agreement, Canada-Korea Free Trade Agreement (CKFTA), Canada-Honduras Free Trade Agreement, and the Canadian Free Trade Agreement (CFTA).



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

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

The [2003](#) (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

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

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

Delete: 60 days
Insert: 120 days

2.2 Submission of Bids

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

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

2.3 Enquiries - Bid Solicitation

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

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



eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

2.4 Applicable Laws

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

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

2.5 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the award of certain federal contracts under \$30,300 for goods and \$121,200 for services. If you have concerns regarding the award of a federal contract below these dollar amounts, you may contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.

(c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

2.6 Technical Difficulties of Bid Transmission

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

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



2.7 Completeness of the Bid

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

Completeness of the Bid Checklist

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

Complete (Y/N) (to be completed by Contracting Authority)	Action Taken
	Certifications and securities required at bid closing are included.
	Bids are properly signed, that the bidder is properly identified.
	Acceptance of the terms and conditions of the bid solicitation and resulting contract.
	All documents created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.
	All certifications, declarations and proofs created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that the Bidder submit **all** its **email** bid in separately saved sections as follows and **prior to the bid closing date, time and location**:

- Section I:** **Technical Bid** (one soft copy in PDF format)
Section II: **Financial Bid** (one soft copy in PDF format)
Section III: **Certifications** (one soft copy in PDF format)

Important Note:

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

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

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

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

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

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

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

Section I: Technical Bid

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B".

Section III: Certifications

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



Fisheries and Oceans
Canada

Pêches et Océans
Canada

Solicitation No. – N° de l'invitation :
[3005140A](#)

3.1.2 Exchange Rate Fluctuation

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



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Refer to annex "C"

4.1.2 Financial Evaluation

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

4.2 Basis of Selection

4.2.1 Basis of Selection - Mandatory Technical Criteria - A0031T (2010-08-16)

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



PART 5 - CERTIFICATIONS

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions – Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources



SACC Manual clause A3005T (2010-08-16) Status and Availability of Resources

5.2.3.2 List of Names for Integrity Verification Form

Bidders must complete the List of Names for Integrity Verification form found in Attachment 2 to Part 5.

5.2.3.3 Contractor's Representative

The Contractor's Representative for the Contract is:

Name: _____
Title: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail: _____

5.2.3.4 Supplementary Contractor Information

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

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

- a) The legal name of the entity or individual, as applicable (the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code:

- b) The status of the contractor (individual, unincorporated business, corporation or partnership:

- c) For individuals and unincorporated businesses, the contractor's SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number:

- d) For corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown:



5.2.4 Former Public Servant – Competitive Bid

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

Definitions

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

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of



the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

The following certification signed by the contractor or an authorized officer:

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

Signature

Print Name of Signatory



ATTACHMENT 2 TO PART 5 LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

Requirements

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

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

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

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



PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

Escort required at DFO site(s)

- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have access to PROTECTED or CLASSIFIED information/assets.
- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have unescorted access to restricted access areas of Fisheries and Oceans Canada facilities, or Canadian Coast Guard vessels.
- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT remove any PROTECTED or CLASSIFIED information/assets from DFO site(s).
- Subcontracts or arrangements with a third party are not to be awarded without the prior written permission of the Contracting Authority (i.e. a new SRCL must be submitted and processed following the same procedure as for the initial contract).

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

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

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

6.3.1 General Conditions

6.3.1.1 **2010C** (2022-12-01), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

6.3.1.2 Subsection 10 of **2010C** (2013-03-21), General Conditions - Services (Medium Complexity) – Invoice submission, is amended as follows:

Delete: 2010C 10 (2013-03-21) Invoice submission
Insert: **Invoice submission**



1. Invoices must be submitted in the Contractor's name to DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca with a cc to: *(to be provided at Contract award)*. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
 - a. Contractor's Name and remittance physical address;
 - b. Contractor's CRA Business Number or Procurement Business Number (PBN);
 - c. Invoice Date;
 - d. Invoice Number;
 - e. Invoice Amount (broken down into item and tax amounts);
 - f. Invoice Currency (if not in Canadian dollars);
 - g. DFO Reference Number (PO Number or other valid reference number);
 - h. DFO Contact Name (DFO employee who initiated the order or to whom the goods were sent. **Note:** Invoice will be return to the Contractor if that information is not provided);
 - i. Description of the goods or services supplied (provide details of expenditures (such as item, quantity, unit of issue, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
 - j. deduction for holdback, if applicable;
 - k. the extension of the totals, if applicable; and
 - l. if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to July 31, 2024.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Gloria Tsaka Kipuni
Title: Contracting Specialist
Department: Fisheries and Oceans Canada
Directorate: Materiel and Procurement Services
Address: 200 Kent Street, Ottawa, ON, K1A 0E6



Telephone: 343-598-4182
 E-mail address: Gloria.TsakaKipuni@dfo-mpo.gc.ca

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

6.5.2 Project Authority *(to be inserted at Contract award)*

The Project Authority for the Contract is:

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

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

6.5.3 Contractor's Representative *(to be inserted at Contract award)*

Name: _____
 Title: _____
 Organization: _____
 Address: _____
 Telephone: _____
 Facsimile: _____
 E-mail address: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Payment

6.7.1 Basis of Payment – Firm Price

For the Work described in the Statement of Work in Annex A when all the Work is subject to this basis of payment and in consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm price of \$ _____ *(insert the amount at Contract award)*. Customs duties are included and applicable taxes are extra.



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

6.7.2 Auditing

Canada reserves the right to recover amounts and make adjustments to amounts payable to the Contractor where an examination of the Contractor's records has identified amounts allocated to the Contract that are not in accordance with the Contract terms.

Where the results of an examination indicate that an overpayment by Canada has occurred, such overpayment is due and payable on the date indicated in the notice of overpayment.

6.7.3 Methods of Payment

6.7.3.1 Single Payment

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

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

6.7.4 Electronic Payment of Invoices – Contract

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

- i. Acquisition Card;
- ii. Direct Deposit (Domestic and International)

6.8 Invoicing Instructions

- 6.8.1 The Contractor must submit invoices in accordance with subsection 6.3.1.2 entitled "Invoice Submission" above. Invoices cannot be submitted until all work identified in the invoice is completed.
- 6.8.2 Payments will be made provided that the invoice(s) are emailed to DFO Accounts Payable at DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca with a cc to: *[insert the name of the Project/Technical Authority and the AP Coder]* and provides the required information as stated in subsection 6.8.1 above.

6.9 Certifications and Additional Information

6.9.1 Compliance

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

6.9.2 SACC Manual Clauses



SACC Manual clause [A3015C](#) (2014-06-26), Certification – Contract

6.10 Applicable Laws

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

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions [2010C](#) (2022-12-01), General Conditions - Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex D, Insurance Conditions;
- (f) the Contractor's bid dated _____ (to be inserted at Contract award)

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

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

OR

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

6.13 Insurance - Specific Requirements

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

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

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

6.14 SACC Manual Clauses

SACC Manual clause [A9016C](#) (2014-06-26) Hazardous Waste Disposal – Specific Requirements
SACC Manual clause [A9039C](#) (2008-05-12) Salvage



6.15 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".
- (e) The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, *either Party* may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.
- (f) The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the administration of certain federal contracts, regardless of dollar value. If you have concerns regarding the administration of a federal contract, you may contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.

6.16 Environmental Considerations

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

- a) Paper consumption:
 - Provide and transmit draft reports, final reports in electronic format. Should printed material be required, double sided printing in black and white format is the default unless otherwise specified by the Project Authority.
 - Printed material is requested on minimum recycled content of 30% and/or certified as originating from a sustainably managed forest.
 - Recycle unneeded printed documents (in accordance with Security requirements).
- b) Travel requirements:
 - The Contractor is encouraged to use video and/or teleconferencing where possible to cut down unnecessary travel.
 - Use of Properties with Environmental Ratings: Contractors to the Government of Canada may access the PWGSC Accommodation directory, which includes Eco-Rated properties. When searching for accommodation, Contractors can go to the following link and search for properties with Environmental Ratings, identified by Green Keys or Green Leafs that will honour the pricing for Contractors.
 - Use public transportation or another method of green transportation as much as possible.



**ANNEX A
STATEMENT OF WORK**

**FISHERIES AND OCEANS CANADA
CANADIAN COAST GUARD**

**Removal and Deconstruction of “Western Star”,
“Haida Royal”, “Tanner’s Quest”, “Montego Bay” and
three (3) waste bins.**

Date: March 25, 2024

Version 1.0



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1. INTRODUCTION

The “**Western Star**” (“**Vessel**”) is an 87 foot Wooden Fishing Vessel, currently secured along the Masset Delkatla Slough Harbor, Haida Gwaii, BC.

The **Canadian Coast Guard (“CCG”) Marine Environmental & Hazards Response (“MEHR”)** determined that the vessel is a threat to the marine and terrestrial environments.

The poor condition of the vessel has created a serious risk of the vessel sinking, presenting a significant hazard to the Masset Delkatla Slough Harbor Authority infrastructure, other small crafts in the facility, and to local environmental sensitivities. The vessel likely has popped bottom planks and evidence of severe rot is present. All hydrocarbons have been removed from the Western Star. Towing is not an option due to questionable hull condition and the high risk of flooding under tow.

There are three additional vessels on the hard at Masset Delkatla Slough Harbor that need to be deconstructed in place and disposed of:

- a. The “**Haida Royal**” is a 46 foot Fishing Vessel;
- b. The “**Tanner’s Quest**” is a 38 foot Fishing Vessel; and
- c. The “**Montego Bay**” is a 32 foot Fishing Vessel.

Three large waste bins containing previously deconstructed vessels need to be transported and disposed of. The waste bins are 20 feet x 8 feet x 8 feet.

The Contractor is to load the Western Star, all waste from the additional vessels after deconstruction and the three storage bins onto a Barge. After transporting the Western Star, the contractor is to deconstruct and dispose of the vessel within timelines set out by CCG.

CCG will provide a designated contact who will act as **Technical Authority (“TA”)** for the duration of the contract.

2. OBJECTIVE

CCG is requiring a qualified contractor to remove, relocate, deconstruct and dispose of the vessels and waste in an efficient, safe and environmentally responsible manner to eliminate hazards to local marine and terrestrial environments.

As a result the hazardous conditions created by these Vessels will be eliminated. When possible, the contractor is to utilize local sub-contractors.

3. SCOPE OF THE REQUIREMENT

- a. Do not tow Western Star as a dead ship. All parts of the vessel must be placed onto a barge for transportation. The contractor may remove and deconstruct the vessels in place, but no part of the vessels may become stranded or sink during this process. For example, the contractor may choose to remove the vessels cabin, wheelhouse and engine/machinery to lighten the vessels;
- b. Follow all appropriate regulations, use qualified personnel, and follow industry best practices;
- c. Capture photographs depicting the vessels overall conditions, prior to removal, relocation, deconstruction, and disposal;

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- d. Take measures to mitigate the risk of the vessels sinking from the time of the contract award until the vessels are deconstructed from the marine environment;
- e. Have appropriate personnel and equipment to remove, relocate, deconstruct and dispose of the vessels and waste (crane, barge, excavator, waste bins, cutting equipment etc.);
- f. Take all reasonable measures to separate waste streams (recyclables, garbage, hazardous material);
- g. Engage in removal efforts at the direction of the CCG TA;
- h. Dispose of all pollutants, contaminated materials, waste (hazardous, controlled or not) and debris in a manner compliant with all Federal, Provincial and Municipal laws and policies with documentation provided to substantiate this requirement. It is the Contractor's full and sole responsibility to ensure that the aforementioned policies and laws are understood and adhered to;
- i. Provide CCG with a report and photo documentation of the entire process from start to finish; and
- j. Provide CCG with an invoice that includes a detailed breakdown of costs* including (but not limited to) the following, as applicable:
 - i. labour: salaries and overtime;
 - ii. towing;
 - iii. all equipment costs: including vehicle, fuel and boat costs;
 - iv. storage fees;
 - v. pollution countermeasures;
 - vi. materials;
 - vii. transportation;
 - viii. disposal fees:
 - ix. travel (if applicable); and
 - x. any other costs/fees to complete the scope of work.

*costs must be substantiated with receipts or hours and corresponding hourly rates where applicable.

4. ACCESS TO SITE

The Contractor must allow CCG Representative(s), including First Nations representatives, access to the work site for the duration of the contract. CCG will designate representatives for this purpose (if determined necessary by CCG).

5. OPERATIONAL ENVIRONMENT

The Western Star is currently secured along the Masset Delkatla Slough Harbor, Haida Gwaii, BC. (Approximately 540 04.58' N, 1320 84.86' W). There is roadway access down to the Harbor. The three additional vessels and three waste bins are on the hard at Masset Delkatla Slough Harbor, Haida Gwaii, BC.

6. CONTRACTOR'S OBLIGATIONS

- a. Prepare and remove the Vessels from their current location to the Approved Site for dismantling and recycling, obtaining any surveys and assessments as required to complete this operation safely and without the risk of the Vessels sinking or discharging pollutants on route to the Approved Site;
- b. Develop a comprehensive plan that mitigates risk of fire during transport, dismantling and recycling of the Vessels. Within this plan must be an emergency response plan, created



- with the assistance of local fire department and first responders, to respond to a toxic fire event. This plan must be inclusive to the entire operation;
- c. Dismantle the Vessels as required to safely remove all pollutants from tanks, hoses, pipes, void spaces and other areas where they may have accumulated;
 - d. Take all reasonable measures to ensure that no contaminated materials impact the land or marine environment, surrounding infrastructure or public safety at any point during contract work;
 - e. Dispose of all pollutants, debris, contaminated material and waste (hazardous, controlled or not) in a manner compliant with all Federal, Provincial and Municipal laws and policies and provide documentation to substantiate that this has been done;
 - f. The Contractor must provide all personnel, insurance, equipment, tools, vehicles, materials, facilities, supervision and any other items and services necessary to clean, dismantle, recycle, and dispose of the Vessels in their entirety including any and all wastes, hazardous or not.
 - g. Provide and arrange for all travel, meals and accommodation for all personnel employed or subcontracted by the Contractor.
 - h. The Contractor must notify and seek the approval of the TA if any cost overruns are anticipated. Any costs overruns must be authorized in writing by the TA and a formal amendment to the contract by the contracting authority;
 - i. The Contractor must provide a copy of a Worksafe BC clearance letter from sub-contractors, before commencement of the work, where applicable (indicating the status of active and in good standing).

6.1 Salvage/Recycle

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

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

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

No part of the vessels in piece or in whole can be turned over to the vessel's owners or any other member of the public.

6.2 Berthing, Mooring and Docking

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

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

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



6.3 Bilge and Compartment Cleaning

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

6.4 Ballast Tanks and Void Spaces

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

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

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

7. CONSTRAINTS

7.1 Site Control and Access

The Contractor shall ensure the TA has unrestricted access to the worksite and Vessels at all times during the contract period. The worksite includes both the current location of the Vessels prior to relocation, and the Approved Site.

The Contractor must:

- a) Control the work site and entry points to inspection/work areas. Maintain a log of persons entering and exiting these areas;
- b) Delineate and isolate inspection/work areas from other areas of site by use of means acceptable to applicable standards, norms, and regulations;
- c) Post notices and signage at entry points and at other strategic locations identifying entrance onto site is restricted to authorized persons only;
- d) Approve and grant access to the work site only to workers and authorized persons;
- e) Immediately stop unauthorized persons from circulating in inspection/work areas and remove them from the site;
- f) Provide site safety orientation to all persons before granting access. Advise of site conditions, hazards and mandatory safety rules to be observed on site;
- g) Secure work site at after working hours to the extent required to protect against unauthorized entry. Provide security guards where protection cannot be achieved by other means;
- h) Ensure persons granted access to the site wear appropriate **personal protective equipment ("PPE")** suitable to work and site conditions;
- i) Provide such PPE to authorized persons who require access to perform inspections or other approved purposes;
- j) Ensure workers and other persons granted access are trained as per Section 8.4 as warranted.



7.2 Stakeholder Engagement

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

7.3 Use of Subcontractors

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

7.4 Standards, Regulations and Codes

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

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

8. OCCUPATIONAL HEALTH AND SAFETY

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

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

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



The Contractor must enforce compliance by all workers, subcontractors and other persons granted access to each work site with safety requirements of Contract Documents, applicable Federal, Provincial, and local statutes, regulations, and ordinances, and with the site-specific Health and Safety Plan (section 10.3).

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

8.1 Hazard Assessments

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

The program is to include:

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

8.2 Health and Safety Meetings

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

8.3 Safety Supervision and Inspections

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

8.4 Training

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

- a) Safe use of tools and equipment;
- b) How to wear and use PPE;
- c) Safe work practices and procedures to be followed in carrying out work;
- d) Site conditions and minimum safety rules to be observed on site, as given at site orientation sessions;



- e) **Workplace Hazardous Materials Identification System ("WHMIS")** training for the applicable hazardous materials;
- f) **The Health and Safety Plan ("HSP")**;
- g) Specific hazard procedures and controls, as warranted by the nature of the work, hazards of the worksite and hazardous wastes onboard the vessel. Eg: Asbestos worker training, Lead awareness training, and Fall Protection training.

8.5 Accident Reporting

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

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

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

8.6 Site Records

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

8.7 Non-Compliance

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

8.8 Hazardous Products

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

8.9 Confined Spaces

The Contractor must:

- a) Carry out all work in confined spaces in compliance with Provincial Occupational Safety and Health Regulations and the Canada Shipping Act 2001;



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

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

8.10 Diving Operations

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

The Contractor must:

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

8.11 Hot Work



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

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

9. HAZARDOUS MATERIALS AND MISCELLANEOUS ITEMS

9.1 General

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

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

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

9.2 Site Certification

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

9.3 Paint

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

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

Lead (leach ability greater than 5.0 mg/L) contained in paints on materials that will be disposed of at a landfill must be removed and disposed of in accordance with Provincial requirements. All hazardous materials must be handled, packaged and disposed of in accordance with applicable Provincial/Federal regulations. Given the age of the Western Star vessel there is a high likelihood of lead paint.



9.4 Asbestos Containing Material (“ACM”)

It is the Contractor's responsibility to determine the quantity and type of asbestos containing material onboard (if any) and remove and dispose of this material in accordance with all applicable regulations. Given the age of the Western Star vessel there is a high likelihood of asbestos.

9.5 Liquid or Semi-Solid Waste

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

9.6 Miscellaneous Items

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

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

9.7 Tracking of Hazardous and other Waste

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

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

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

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

The Contractor must submit to the TA within 5 days after issuance a copy of all manifests and Transportation of Dangerous Goods sheets, showing the type/description of materials removed from the Vessels for disposal. The certificates must indicate the quantity removed, any testing conducted, and the



location of disposal. All waste must be accounted for in a database by the Contractor until the Vessels has been properly disposed in accordance with the Statement of Work.

10. REQUIRED PLANS

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

10.1 Work Plan

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

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

10.2 Environmental Protection Plan ("EPP")

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

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

- a) Indicate the method of Vessel cleaning, transportation from the work site to the disposal site, and the method of packaging and bundling of waste and recyclable materials;



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

10.3 Health and Safety Plan (“HSP”)

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

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

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

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

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

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

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



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

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

The HSP must contain three parts with following information:

Part 1 – Hazards:

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

Part 2 - Safety Measures:

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

Part 3a - Emergency Response:

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

List names and telephone numbers of officials to contact including:

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

Part 3b – HSP Site Communications:

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

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

Note:

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



provisions specified as part of the Work and those required by Provincial legislation or those which would otherwise be applicable to the site of the work.

10.4.1 Inorganic Lead Exposure Control Plan

The Contractor must:

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

10.4.2 PCB Exposure Control Plan

The Contractor must:

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

10.4.3 Indoor Air Quality and Mold Exposure Control Plan

The Contractor must:

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

10.4.4 Mercury and Heavy Metals Exposure Control Plan

The Contractor must:

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

10.4.5 Asbestos Exposure Control Plan

The Contractor must:

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



10.4.6 Ozone Depleting Substances Exposure Control Plan

The Contractor must:

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

10.4.7 Fire Protection Plan

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

- a) Emergency response procedures for site personnel, including coordination of efforts with local first responders and fire departments to respond to a toxic fire event, (and contingencies), during transport, dismantling and disposal of the vessels;
- b) Training of site personnel on emergency response procedures;
- c) Mitigation of fire risk during transport, dismantling and recycling of the vessels, taking into consideration the identified presence of highly flammable/toxic foam insulation. This includes:
 - i. Sequence of Vessel dismantling;
 - ii. Method of foam removal / planned use of tools;
 - iii. Process for the compartment(s) to be certified safe for hot work after foam removal (when applicable).

11. CONDUCT OF WORK

11.1 General

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

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

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

11.2 Salvage/Recycling

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

The Contractor must consult with the Provincial Department of Environment and Conservation on whether proposed salvage activities require registration under the Provincial Environmental Assessment Regulations. Should the project require registration and an environmental assessment, the Contractor



must include the appropriate timeline for project release from the Province in the schedule prior to start of the work. Any costs related to this registration are the responsibility of the Contractor.

11.3 Detailed Records

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

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

11.4 Project Schedule

The project must have a Master Work Schedule which is the schedule for the entire project. The Master Work Schedule must include all tasks required for Vessel disposals including; schedule milestones, deliverables, all subcontract work and activities, preparation for transporting the vessels, transporting the vessels, initial surveys, inspections, identification and safe removal and disposal of hazardous materials, dismantling and salvage.

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

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

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

12. DELIVERABLES

The Contractor must produce the following deliverables:

No. SOW	Deliverable	Format	Due Date
10.1	Work Plan	Electronic format or hard copies	No more than 7 calendar days after contract award.
10.2	Environmental Protection Plan	Electronic format or Hard Copies	No more than 7 calendar days after contract award.
10.3	Health and Safety Plan	Electronic format or Hard Copies	No more than 7 calendar days after contract award
11.4	Project Schedule	Gantt Chart, Electronic format	No more than 7 calendar days after contract award.



9.7	Tracking of hazardous and other waste	Electronic format or hard copies	Ongoing - within 7 days of action
8.9, 8.10 8.11 9.7 13	Certificates	Electronic format or hard copies	Upon completion
11.3	Detailed records	Electronic format or hard copies	Upon completion

13. PERIOD OF WORK / SCHEDULE

The Contractor must prepare the Vessel for transfer and remove the Vessel to the Approved Site within 7 days of receiving the approval of the Work plan, EPP and the Health and Safety Plan.

Timeline for complete vessel salvage, dismantling of the vessels, disposal/recycling of materials and delivery of the Vessel Disposal certificates must be provided by the Contractor, but is expected to be undertaken as soon as feasibly possible after contract award.

14. PROJECT COMPLETION

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

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



**APPENDIX A
PICTURES**

1. Western Star







2. Montego Bay

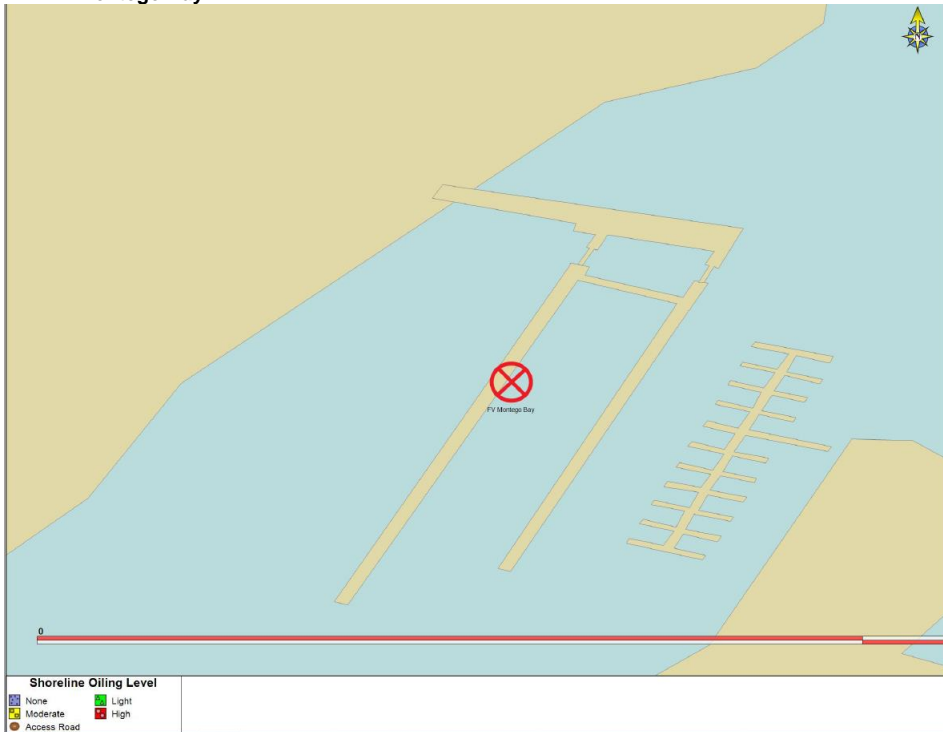




Image 1: Montego Bay (Forward profile)



Image 2 : Montego Bay (Starboard side, rotten deck area)





Image 3: Montego Bay (Stern view)



Image 4: Montego Bay (Steering Compartment, free floating hydraulic oil)



3. Tanners's Quest



Image 1 : Tanner's Quest (Bow profile)





Image 2 : Tanner's Quest (Bilge area)



Image 3 : Tanner's Quest (Steering Gear, sludge)





Image 4: Tanner's Quest (Port Side, some hull deterioration)



4. Haida Royal

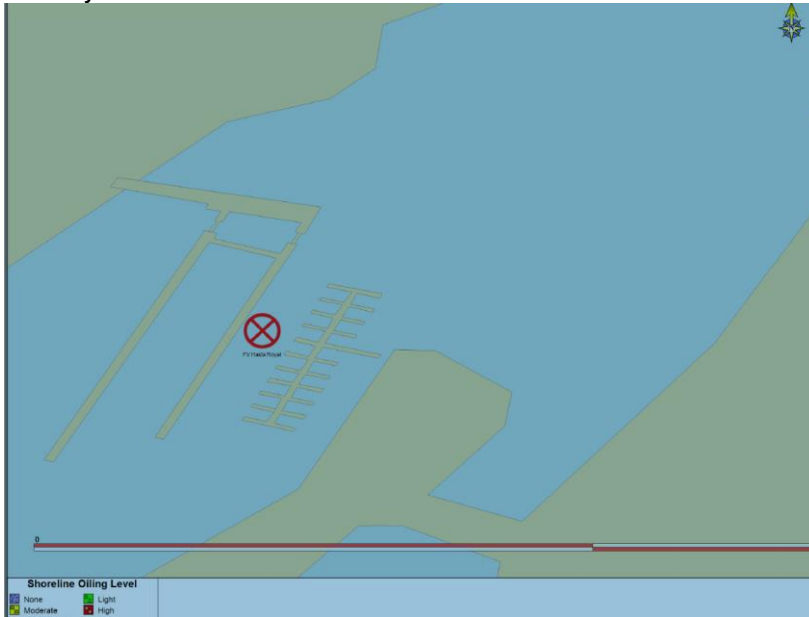




Image 1 : Haida Royal (Bow profile)



Image 2 : Haida Royal (Bilge space, stern)





Image 3 : Haida Royal (Aft Deck)





ANNEX " B "
BASIS of PAYMENT

The rates listed are to be all-inclusive, GST/HST extra.

DESCRIPTION	TOTAL FIRM PRICE (GST/HST EXTRA)
Removal and Deconstruction of "Western Star"	\$
Mobilization	\$
Demobilization	\$
Removal and Deconstruction of "Haida Royal"	\$
Removal and Deconstruction of "Tanner's Quest"	\$
Removal and Deconstruction of "Montego Bay"	\$
Removal of Waste Bins	\$
Total	\$

Breakdown of Firm Price

The bidder should include a breakdown of the costs for the firm all-inclusive prices quoted in the rows Table of above. If the Bidder does not provide a breakdown of the costs for the firm all-inclusive prices with their bid, Canada reserves the right to ask for a breakdown to be provided prior to Contract award



**ANNEX "C"
EVALUATION CRITERIA**

MANDATORY TECHNICAL CRITERIA

The Bid must demonstrate that it meets each mandatory technical criterion identified below with supporting documentation such as permits, licenses, certificates of qualifications, letters of authenticity from industry associations, technical brochures, as applicable.

Canada will not make any assumptions regarding unclear or incomplete responses. Canada will only evaluate documentation provided as part of the Bid submission and in accordance with Part 2.7 Completeness of the Bid. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the Bid.

Failure to include supporting documentation to verify claims will render the Bid non-responsive.

The Bid must meet all mandatory technical evaluation criteria to be declared responsive.

MANDATORY TECHNICAL CRITERIA

Refer to CanadaBuys attachment titled: " 30005140A – Evaluation Criteria "



ANNEX "D"
INSURANCE CONDITIONS

Marine Liability Insurance

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

Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Fisheries and Oceans Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)



- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- o. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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