



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

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

**11 Laurier St. / 11, rue Laurier  
Place du Portage, Phase III**

**Core 0B2 / Noyau 0B2**

**Gatineau**

**Quebec**

**K1A 0S5**

**Bid Fax: (819) 997-9776**

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

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

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

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

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

**Comments - Commentaires**

<b>Title - Sujet</b> Recycling of vessel MV Madeleine	
<b>Solicitation No. - N° de l'invitation</b> T2012-200129/A	<b>Date</b> 2021-03-12
<b>Client Reference No. - N° de référence du client</b> T2012-200129	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$MER-002-28153	
<b>File No. - N° de dossier</b> 002mer.T2012-200129	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Eastern Standard Time EST <b>on - le 2021-03-29</b> Heure Normale du l'Est HNE	
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Pilon, Chantal	<b>Buyer Id - Id de l'acheteur</b> 002mer
<b>Telephone No. - N° de téléphone</b> (613) 894-1817 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> See herein	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

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

Place du Portage, Phase III

Tower c

11 Laurier Street, 6C2

11, rue Laurier

Gatineau

Gatineau

K1A0S5

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

## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>3</b>
1.1 INTRODUCTION.....	3
1.2 SUMMARY .....	3
1.3 DEBRIEFINGS .....	4
<b>PART 2 - BIDDER INSTRUCTIONS .....</b>	<b>4</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	4
2.2 SUBMISSION OF BIDS.....	4
2.3 ENQUIRIES - BID SOLICITATION.....	5
2.4 APPLICABLE LAWS .....	5
2.5 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD .....	5
2.6 MANDATORY BIDDER'S CONFERENCE AND VESSEL VIEWING.....	5
2.7 TRAVEL AUTHORIZATION .....	6
2.8 BIDDERS CHECKLIST .....	6
2.9 CONTRACTOR'S REPRESENTATIVE .....	6
<b>PART 3 - BID PREPARATION INSTRUCTIONS.....</b>	<b>6</b>
3.1 BID PREPARATION INSTRUCTIONS .....	6
3.2 SECTION I: TECHNICAL BID .....	7
3.3 SECTION II: CERTIFICATIONS .....	7
3.4 SECTION III: MANAGEMENT BID .....	7
3.5 SECTION IV: FINANCIAL BID .....	7
4.5 BASIS OF SELECTION.....	12
ATTACHMENT 1 – MANDATORY TECHNICAL EVALUATION CRITERIA.....	13
ATTACHMENT 2 – MANDATORY MANAGEMENT EVALUATION CRITERIA.....	16
ATTACHMENT 3 - BIDDER'S CHECK LIST .....	18
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>19</b>
5.1 CERTIFICATIONS REQUIRED WITH THE BID .....	19
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION .....	19
ATTACHMENT 4 - FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION .....	23
<b>PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS.....</b>	<b>24</b>
6.1 SECURITY REQUIREMENTS .....	24
6.2 FINANCIAL CAPABILITY .....	24
6.3 INSURANCE REQUIREMENTS .....	24
<b>PART 7 - RESULTING CONTRACT CLAUSES .....</b>	<b>25</b>
7.1 REQUIREMENT .....	25
7.2 STANDARD CLAUSES AND CONDITIONS.....	25
7.3 SECURITY REQUIREMENTS .....	25
7.4 TERM OF CONTRACT .....	25
7.5 AUTHORITIES .....	26
7.6 PAYMENT .....	27
7.7 INVOICING INSTRUCTIONS .....	29
7.8 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	30
7.9 INSURANCE REQUIREMENTS .....	30

Solicitation No. - N° de l'invitation  
T2012-200129/A  
Client Ref. No. - N° de réf. du client  
T2012-200129

Amd. No. - N° de la modif.  
File No. - N° du dossier  
002mer.T2012-200129

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

---

7.10	SUBCONTRACTING.....	35
7.11	ENVIRONMENTAL PROTECTION.....	35
7.12	FIRE PROTECTION, FIRE FIGHTING AND TRAINING.....	35
7.13	DIVING OPERATIONS.....	35
7.14	TRANSFER OF CARE AND CUSTODY, AND OWNERSHIP.....	36
7.15	TITLE TO PROPERTY - VESSEL.....	36
7.16	SACC MANUAL CLAUSES.....	36
7.17	BERTHING, MOORING AND DOCKING ( <i>NOT APPLICABLE IF VESSEL IS IN DRY-DOCK</i> ).....	36
7.18	MEETINGS, REPORTS AND PROJECT SCHEDULE.....	36
7.19	APPLICABLE LAWS.....	38
7.20	PRIORITY OF DOCUMENTS.....	38
<b>ANNEX A – STATEMENT OF WORK .....</b>		<b>39</b>
<b>ANNEX B – CARE AND CUSTODY, AND OWNERSHIP TRANSFER CERTIFICATES .....</b>		<b>52</b>
<b>ANNEX C – BIDDER’S QUESTIONS AND CANADA’S RESPONSE .....</b>		<b>55</b>

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, Bidder's Questions & Canada's responses and other annexes.

### **1.2 Summary**

1. Transport Canada has a requirement to dispose of, through Ship Breaking, the MV Madeleine. The Contractor will be required to prepare the vessels for transfer, transfer the vessel to the Approved Site and subsequently break (dismantle and dispose or recycle) the vessel in an efficient and environmentally responsible manner in accordance with the Statement of Work – Annex "A".
2. The Contractor will have until May 31, 2021 to remove the vessel from Port Sydney, Nova Scotia, and from the removal date, twelve (12) months to complete the Work.
3. The Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal applied to this requirement.
4. There is a mandatory bidders' conference and vessel viewing associated with this requirement. The vessel viewing will be held in Cap-aux-Meules, Quebec, where the vessel is currently docked.
5. Due to the current situation with the corona virus, Public Services and Procurement Canada (PSPC) invites companies to pre-qualify by submitting their technical bid and certifications by the closing date of the solicitation. Arrangements for the bidder's conference and the vessel viewing will be done at a later date. Managements bids and financial bids will be requested after the bidder's conference and vessel viewing. Details are herein.

*Note: Only bidders with responsive technical bid (certifications included) will be invited to the bidder's conference and vessel viewing, and to provide management and financial bids.*

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

7. Bidders must use the epost Connect service provided by Canada Post Corporation to transmit their technical bid and certifications electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information. Instructions for the transmission of the management and financial bids will be sent by email to the representative of the Contractor by the Contracting Authority after the conference and the vessel viewing are complete.

8. The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the annex titled *Federal Contractors Program for Employment Equity - Certification*.

### **1.3 Debriefings**

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

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

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

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

The **2003** (2018-05-22), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003 Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 120 days

### **2.2 Submission of Bids**

Technical bids and certification must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Bidders must submit their technical bid and certifications using epost Connect. For bids closing at the Bid Receiving Unit in the National Capital Region (NCR), bidders must register by sending an email to:

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

*Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.*

### **2.3 Enquiries - Bid Solicitation**

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

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

### **2.4 Applicable Laws**

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

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

### **2.5 Improvement of Requirement During Solicitation Period**

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion.

Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 14 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

### **2.6 Mandatory Bidder's Conference and Vessel Viewing**

It is mandatory that all bidders of responsive bids or a representative of the Bidders attend the Bidder's conference and vessel viewing. The bidder's conference will be done by video conference. Arrangements will be made for the vessel viewing to be held at Cap-aux-Meules, Quebec, at a later date. The Contracting Authority will send the details to the representative of the Contractor via email.

Solicitation No. - N° de l'invitation  
T2012-200129/A  
Client Ref. No. - N° de réf. du client  
T2012-200129

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002mer.T2012-200129

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

Bidders will have to communicate with the Contracting Authority no later than 24 hours after receipt of the email to confirm attendance and provide the names(s) of the person(s) who will participate to the conference and attend the vessel viewing. Bidders who do not attend the scheduled Bidder's Conference or Vessel Viewing or do not send a representative will not be given an alternative appointment and their bid will be declared non-responsive.

Any clarifications or changes to the bid solicitation resulting from the Bidder's Conference or vessel viewing will be included as an amendment to the bid solicitation and provided directly to the representative of the Contractor.

## **2.7 Travel Authorization**

Bidders are responsible to verify applicable travel restrictions and ensure they can enter the Province where the vessel is located.

## **2.8 Bidders Checklist**

Bidders are encouraged to use the Bidder's Checklist found in *Attachment 3* for the preparation of their bid to ensure that all mandatory documentation/information is provided with their bid.

## **2.9 Contractor's Representative**

Bidders must provide the name and contact information of the representative for this bid solicitation. All communication relevant to this bid solicitation will be sent to the representative.

Name:  
Title:  
Telephone:  
Email address:

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

#### **3.1.1 Electronic Submission**

##### **3.1.1.1 Technical Bid and Certifications**

Canada requests that bidder submit their technical bid and certifications in accordance with section 08 of the 2003 standard instructions. Bidders must provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid  
Section II: Certifications

*Note: See the Bidder's Check List (Attachment 3) for the list of documents and/or information to be provided with Section I and Section II.*

### **3.1.1.2 Management and Financial Bids**

Subject to the result of the evaluation of the technical bid, the instructions for the transmission of the management and financial bids will be sent by email to the representative of the Contractor by the Contracting Authority after the bidder's conference and vessel viewing.

### **3.1.2 Hard Copy Submission**

Delivery of bids in hard copy will not be accepted.

### **3.1.3 Transmission by Facsimile**

Bids transmitted by facsimile will not be accepted.

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

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

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

Bidders must submit their technical bid in accordance with the *Attachment 1 – Mandatory Technical Evaluation Criteria*.

*Note: Only bidders with responsive technical bid (certifications included) will be invited to attend the bidder's conference and vessel viewing, and provide a management bid and a financial bid. The Contracting Authority will send an email to the representative of the Contractor after the bidder's conference and vessel viewing. Bidders must submit their management bid and financial bid ten (10) days after receipt of the email from the Contracting Authority.*

## **3.3 Section II: Certifications**

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

## **3.4 Section III: Management Bid**

Bidders must submit their management bid in accordance with the *Attachment 2 – Mandatory Management Evaluation Criteria*.

## **3.5 Section IV: Financial Bid**

Bidders must submit their financial bid in accordance with the following Pricing Schedule below and the following articles. All prices must appear in Canadian dollars.



### 3.5.1 Pricing Schedule

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

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

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

### 3.5.2 Electronic Payment of Invoices

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

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

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

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

### 3.5.3 Exchange Rate Fluctuation

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

## 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 Phased Bid Compliance Process

##### 4.1.1.1 General

- (a) Canada is conducting the Phased Bid Compliance Process (PBCP) described below for this requirement.
- (b) Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

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

- (c) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have

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the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.

- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2020-05-28) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).
- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

#### **4.1.1.2 Phase I - Technical Bid**

- (a) In Phase I, Canada's will review the Technical Bid to identify any instances where the Bidder has failed to meet any of the mandatory criteria. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase II.
- (b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase I will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase I. Such Bidder will not be entitled to submit any response to the CAR.
- (c) A Bidder will have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid.
- (e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change

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proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.

- (f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, only that part of the original Bid as is permitted in this Section.
- (g) Additional or different information submitted during Phase I permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase I only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria.
- (h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase I, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid will be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II evaluation.

#### **4.1.1.3 Phase II: Final Evaluation of the Bid (after vessel viewing)**

- (a) In Phase II, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase I for which a representative attended the mandatory bidder's conference and vessel viewing. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical, management and financial evaluation criteria.
- (b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

## **4.2 Technical Evaluation**

### **4.2.1 Mandatory Technical Criteria**

In order to be compliant, Bidder's proposal must, to the satisfaction of Canada, meet all mandatory requirements of the Request for Proposals and provide all information required in *Attachment 1 – Mandatory Technical Evaluation Criteria*.

### **4.3 Management Evaluation**

#### **4.3.1 Mandatory Technical Criteria**

In order to be compliant, Bidder's proposal must, to the satisfaction of Canada, meet all mandatory requirements of the Request for Proposals and provide all information required in *Attachment 2 – Mandatory Management Evaluation Criteria*.

## **4.4 Financial Evaluation**

In order to be compliant, Bidder's proposal must, to the satisfaction of Canada, meet all requirements and provide all information required under *Part 3, Section IV - Financial Bid*.

Solicitation No. - N° de l'invitation  
T2012-200129/A  
Client Ref. No. - N° de réf. du client  
T2012-200129

Amd. No. - N° de la modif.  
File No. - N° du dossier  
002mer.T2012-200129

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

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#### 4.4.1 Evaluation of Price

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

#### 4.5 Basis of Selection

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

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## Attachment 1 – Mandatory Technical Evaluation Criteria

STEP 1 OF THE EVALUATION - In order to be invited to the Bidder's Conference and Vessel Viewing, and submit a management bid and a financial bid, Bidders must meet the following mandatory technical evaluation criteria.

Bidders must submit their Technical Bid in accordance with the [2012 Guidelines for Safe and Environmentally Sound Ship Recycling - Resolution MEPC.210 \(63\)](#) and the following mandatory management criteria:

### 1. Project Manager

The Bidder must demonstrate that the proposed Project Manager to oversee the entire project has completed a minimum of one (1) project in the last ten (10) years *similar in scope and complexity*<sup>1</sup> to this requirement.

*Note: Canada may request the résumé of the Project Manager. If requested, the Bidder must provide within 48 hours of the request.*

### 2. Ship Breaking Experience

The Bidder must have the experience and understanding of Ship Recycling/Breaking and must have successfully completed a minimum of one (1) ship breaking project of similar size and complexity to the MV Madeleine or a vessel weighing a minimum of 8000 tones. The project must have been completed in the last ten (10) years.

2.1 The Bidder must provide the Ship Recycling Plan of the project completed. At a minimum, five (5) of the following elements must be included in the plan:

- (a) Sequencing Plan: Detailing the sequencing plan for sectional/compartmental deconstruction and Breaking (dismantling and disposal or recycling) of the entire ship. Details must include the timelines from arrival to the demolition site to project completion;
- (b) Use of Subcontractors: Describe all of the Work completed by subcontractors;
- (c) Conditions Monitoring Procedures: Describe the processes/procedures to monitor conditions related to the safety of workers (i.e., air quality monitoring, ventilation procedures, fire and first aid procedures);
- (d) Hazardous Materials: Describe the procedures and control plans, including the locations and details regarding how the materials would be disposed of or recycled;
- (e) Permits and Record keeping: Describe the process to attain the appropriate permits and describe the record keeping processes; and
- (f) Destruction of Metals: Detail the processes and equipment used for the dismantling and disposal or recycling of metals.

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<sup>1</sup> Similar scope and complexity means a vessel weighing more than 8000 GT.

### 3. Dead Ship Transfer and Towing Experience

The Bidder must have the experience and understanding of Dead Ship towing and must have completed a minimum of one (1) dead ship tow project of similar size and complexity to the MV Madeleine or a vessel weighing a minimum of 8000 tones. The project must have been completed in the last ten (10) years.

3.1 The Bidder must provide the Tow Plan of the completed project. At a minimum, the plan must include:

- (a) Ship's Principal Dimensions;
- (b) Description of the Ship's condition at time of tow; and
- (c) Tow distance and route. Route description will have to include a detailed description of the process followed for navigation through any controlled waterways or canal systems, including co-ordination with regulatory agencies.

*Note: Dead Ship Condition is defined as the condition under which the main propulsion plant, boilers and auxiliaries are not in operation due to the absence of electrical power.*

### 4. Facilities

The Bidder must have adequate facilities to conduct ship breaking activities.

4.1 The Bidder must provide a complete description and layout of the Approved Site where the ship breaking will be completed. At a minimum, the description and layout must include the following:

- (a) Site map;
- (b) Vessel berthing and staging areas including keel clearance capable of accommodating the vessel subject to this RFP at the vessel's anticipated condition and draft;
- (c) Dismantling area;
- (d) Material holding area;
- (e) Hazardous Materials storage area;
- (f) Decontamination area;
- (g) First Aid Center; and
- (h) Contractor's project office.

4.2 The Bidder must identify in its bid whether it intends to utilize an along-side area or dry-dock for the ship breaking of the vessel.

### 5. Subcontractor(s)

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

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

## 6. Environment Management Plan

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

6.1 The Environmental Protection Plan (EPP) must include the following elements:

- (a) Description and /or identification of Site(s) for Hazardous Material disposal;
- (b) Description and /or identification of any other approved disposal sites (i.e. municipal landfill site);
- (c) Description and /or identification of recycling facility including materials to be recycled as part of this project;
- (d) Copy of the asbestos abatement registration certificate;
- (e) Description of the method of vessel cleaning. The description must include transportation from the work site to the disposal site and the method of packaging and bundling;
- (f) Environmental Contingency Plan – this plan must indicate the process of how contaminants are to be contained and how to deal with situations involving petroleum product leaks in water or on the ground, ozone depleting substance leaks, or fire on the vessel or explosion. Tools and materials to be used and available on board or on the site of work for the duration of the Contract must be identified;
- (g) Provide details on the process for cleaning, removal, and disposal of hazardous materials, hydrocarbon impacted areas and miscellaneous items including, but not limited to; tanks, piping, boilers, engines, shafting, gearing, stern tubes, steering gear, hydraulics, bilge, sonar, areas, black and grey water, hazardous materials, asbestos, polychlorinated biphenyls (PCBs), paint, and other hazardous materials. To also include the engineering controls and personal protective equipment to be used to minimize worker exposure to hazardous materials; and
- (h) Vessel flood monitoring and response plan.



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## Attachment 2 – Mandatory Management Evaluation Criteria

**STEP 2 OF THE EVALUATION** - Bidders that met all the mandatory technical criteria at STEP 1 of the evaluation will be invited to attend the Bidder's Conference and Vessel Viewing, and submit a management bid and a financial bid. Details will be provided to responsive bidder once the evaluation of the STEP 1 is completed.

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Bidders must submit a preliminary Ship Recycling Plan. Bidders must provide the Plan in accordance with the [2012 Guidelines for Safe and Environmentally Sound Ship Recycling - Resolution MEPC.210 \(63\)](#) and the following mandatory management criteria:

### 1. Management Team

1.1 At a minimum, the Ship Recycling Plan must include the following management team. The Bidder must provide the names of the individual that will occupy each position for the entire period of the Contract.

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

1.2 The Bidder must demonstrate that the proposed Project Manager has completed a minimum of one (1) project in the last ten (10) years similar in scope and complexity to this requirement.

*Note: The Project Manager named in Phase I of the evaluation must remain the same.*

### 2. Preliminary Project Schedule

2.1 In part of the Ship Recycling Plan, the Bidder must propose its preliminary project schedule in accordance with the Work Period identified in the Contract, in MS Project or equivalent format. The project schedule must include the Bidder's work breakdown structure, the scheduling of main activities and milestone events, and any potential problem areas involved in completing the Work.

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

2.3 The Bidder's schedule must also provide a target date for each milestone part of the Schedule of Milestones of the resulting contract clauses, Part 7.

*Note: CANADA will only allow work to be completed at the location of the vessel to remove the fuel/oils and bilge liquid from the vessel and prepare the vessel to get a towing certificate, as required by the Contractor's underwriter surveyor.*

### **3. Preliminary Tow Plan**

3.1 In part of the Ship Recycling Plan, the Bidder must provide a preliminary Tow Plan for each leg of the tow to move the vessel from its location to the Bidder's Approved Site. At a minimum, the preliminary Tow Plan must include the following:

- (a) Process to move the vessel from its current location to the Bidder's Approved Site;
- (b) Anticipated schedule and route including safe harbor;
- (c) Surveys required for safe-to-tow certification/vessel survey for towing;
- (d) Vessel condition report;
- (e) Towing arrangement;
- (f) Towing limitations;
- (g) Anticipated draft;
- (h) Chart datum to provide evidence that the chosen route maintains necessary keel clearance at the vessels anticipated draft;
- (i) Stability considerations; including certification of a Naval Architect to attest that the vessel is in a stable and safe condition for the tow;
- (j) Emergency Preparedness Response;
- (k) Oil Pollution Response Plan/Spill Emergency Response Plan;
- (l) Contingency plan in case of breakage of the towline;
- (m) Flood monitoring for vessel when undertow and response plan; and
- (n) Co-ordination with regulatory agencies;
- (o) Identify all permits required for the voyage (to be included in firm price).

### **4. Preliminary Management Plan**

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

- (a) Process for the removal and destruction of Hazardous Wastes onboard the ship. Bidders must address each of the hazardous wastes identified in the Inventory of Hazardous Materials provided at Appendix 1.
- (b) Specific equipment needed.
- (c) How the structure of the vessel will be dismantled (sequence).
- (d) How vessel stability will be maintained and monitored during cleaning and disposal/recycling activities.
- (e) Descriptions of materials to be reused, recycled and disposed of.

### Attachment 3 - Bidder's Check List

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

RFP Ref.	Documentation/information to be provided with the Bid	Incl. with the Bid
General	<i>*Cover page of the RFP and all amendments are signed and included with the bid.</i>	<input type="checkbox"/>
Part 2 – 2.4 Applicable Laws	<i>* Indicate applicable laws of another province or Canadian territory, if desired.</i>	<input type="checkbox"/>
Part 2 – 2.6 Mandatory Bidder's Conference and Vessel Viewing	<i>* Provide names of all person that will attend the bidder's conference and site visit. <b>(Mandatory on or before _____)</b></i>	<input type="checkbox"/>
Part 2 – 2.9 Contractor's representative	Name, title and contact information of the Contractor's representative.	<input type="checkbox"/>
Part 3 – 3.2 Section I: Technical Bid	All mandatory information or documentation of the Attachment 1 – Mandatory Technical Evaluation Criteria.	<input type="checkbox"/>
Part 3 – 3.4 Section II: Management Bid	All mandatory information or documentation of the Attachment 2 – Mandatory Management Evaluation Criteria.	<input type="checkbox"/>
Part 3 – 3.4.2 Electronic Payment of Invoices	<i>*Indication of which payment method is preferred, if desired.</i>	<input type="checkbox"/>
Part 5 – 5.1.1 Integrity Provisions	Declaration of convicted offences, if applicable.	<input type="checkbox"/>
Part 5 – 5.2.1 Required Documentation	<i>*List of names as per the Ineligibility and Suspension Policy, Article 17. (Requested but not mandatory with the Bid. Must be provided prior to contract award.)</i>	<input type="checkbox"/>
Part 5 – 5.2.2 Fed. Contractors Program for EE	<i>*Attachment 4 filled out.</i>	<input type="checkbox"/>

*\* Desired but not mandatory by bid closing.*

*Note: Bidders with responsive technical bid (including certifications) must submit their management bid and their financial bid ten (10) days after receipt of an email notification from the Contracting Authority.*

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## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

### 5.1 Certifications Required with the Bid

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

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

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

### 5.2 Certifications Precedent to Contract Award and Additional Information

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

#### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), 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 [http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969#afed](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed)).

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

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed Federal Contractors Program for Employment Equity - Certification - **Attachment 4**, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed the Attachment 3 - Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

### 5.2.3 Work Period

Work must commence and be completed as follows:

- (a) work must commence at contract award date;
- (b) the vessel must be removed from Port Sydney in Nova Scotia and towed by May 31, 2021;
- (c) all Work must be completed within 12 months after the vessel is towed from its current location.

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

### 5.2.4 Along-side area/facility Certification

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

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

### 5.2.5 Docking Facility Certification

By submitting a bid, the Bidder certifies that for all ship breaking operations to be completed using dry dock, it will have uninterrupted access to the dry dock for the entire Work Period identified in the Contract. The Bidder also certifies that the dry dock is certified to conduct ship breaking operations and capable of accommodating the vessel subject to this RFP.

Bidders may be required to demonstrate to the satisfaction of Canada that the certified capacity of the docking facility, including any means or conveyance to remove the vessel from the water, is adequate for the anticipated loading in accordance with the related dry docking plans and other documents. ~~detailed in the Contract.~~

The information and documents that may be required are:

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

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

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

*Note: The valid certification will be required by the successful bidder within five (5) days after contract award.*

### **5.2.6 Facilities – Permits, Licenses and Certifications for Ship Breaking**

By submitting a bid, the Bidder certifies that:

- (a) it has authorization from the landowner, port or other entity granting authorization to use the facility for ship breaking operations at the Approved Site;
- (b) it has all federal, provincial and municipal permits and licenses to complete the Work in accordance with the Contract; and
- (c) it has procedures in place to ensure that their facility is operated and maintained in a manner that complies with all applicable laws and regulations.

If requested by the Contracting Authority, the Bidder will have to provide within five (5) days of the request, an authorization form signed by the landowner, port or other entity granting authorization and a copy of all permits, licenses or certification required for ship breaking activities at the Approved Site.

### **5.2.7 Facilities – Permits, Licenses and Certifications for Hazardous Materials Handling**

By submitting a bid, the Bidder certifies it is permitted to conduct Hazardous Materials handling, transport, treatment, storage and disposal for each of the Hazardous Material listed in the Inventory of Hazardous Materials – Appendix 1 of the Statement of Work (SOW).

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

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

### **5.2.8 Facilities – Subcontracted Facilities Letter of Agreement**

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

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

## 5.2.9 Health and Safety

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

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

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

## 5.2.10 Status and Availability of Resources

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

## 5.2.11 Workers Compensation Certification – Letter of Good Standing

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

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

## 5.2.12 Valid Labour Agreement

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

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#### Attachment 4 - Federal Contractors Program for Employment Equity – Certification

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

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

Date: \_\_\_\_\_ (YYYY/MM/DD)

(If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

**A.** Check only one of the following:

- A1. The Bidder certifies having no work force in Canada;
- A2. The Bidder certifies being a public sector employer;
- A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act;
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees;
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
- A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

OR

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

**B.** Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

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



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## PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

### 6.1 Security Requirements

There are no security requirements associated with this requirement.

### 6.2 Financial Capability

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

### 6.3 Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in *Part 7 – Resulting Contract Clauses*.

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

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## **PART 7 - RESULTING CONTRACT CLAUSES**

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

### **7.1 Requirement**

The Contractor must perform the Work in accordance with the Statement of Work (SoW) - **Annex "A"**.

### **7.2 Standard Clauses and Conditions**

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

#### **7.2.1 General Conditions**

**2030**, (2020-05-28), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

**1031-2**, (2012-07-16), General Conditions – Contract Cost Principles, apply to and form part of the Contract will apply to determine costs of any work not covered by this Contract.

#### **7.2.2 Supplemental General Conditions**

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

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

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

If there is a conflict between the provisions of 2030 and this document, this document prevails.

### **7.3 Security Requirements**

There are no security requirements associated with this requirement.

### **7.4 Term of Contract**

#### **7.4.1 Work Period – Marine**

Work must commence and be completed as follows:

- (a) Work must commence at the contract award date;
- (b) The vessel must be towed from Port Sydney in Nova Scotia by May 31, 2021;
- (c) All Work must be completed within 12 months after the vessel is towed from its current location to the Approved Site.

Solicitation No. - N° de l'invitation  
T2012-200129/A  
Client Ref. No. - N° de réf. du client  
T2012-200129

Amd. No. - N° de la modif.  
File No. - N° du dossier  
002mer.T2012-200129

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

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## **7.5 Authorities**

### **7.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Chantal Pilon, Supply Team Leader  
Public Services and Procurement Canada (PSAC)  
Marine Navigation and Remedial Division (MNRD)

Place du Portage, Phase III  
11 Laurier Street  
Gatineau, Québec K1A 0S5

Tel: 613-894-1817  
E-mail: chantal.pilon@pwgsc.gc.ca

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

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

The Project Authority for the Contract is:

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

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

### **7.5.3 Inspection Authority**

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

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

Name:  
Title:  
  
Telephone:  
E-mail address:

## 7.6 Payment

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

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

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

### 7.6.2 Milestone Payments

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

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

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

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

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

Mil. #	Description	Deliverable(s)	%	Amount
1	Tow preparation complete	Tow Plan delivered and approved by Canada; Care and Custody form (Annex "B", Part 1) fully executed	5	
2	Vessel arrival at Contractor's Approved Site for ship breaking	Vessel arrival witnessed by Canada; Care and Custody form (Annex "B", Part 2) fully executed	5	
3	Ship 75% remediated of Hazardous Materials	Hazardous Waste Tracking Database delivered. All Hazardous Wastes identified have been	20	

		destroyed in accordance with the SOW		
3	All structures and compartments above the Upper Deck (Zone 1) dismantled	Work completed in accordance with the SOW witnessed by a representative of Canada	15	
4	All structures and compartments above the Main Deck (Zone 2) up to Zone 1 dismantled	Work completed in accordance with the SOW witnessed by a representative of Canada	10	
5	All structures and compartments above the Machinery Deck (Zone 3) up to Zone 2 dismantled	Work completed in accordance with the SOW witnessed by a representative of Canada	5	
6	Areas below Machinery Deck (Zone 4) dismantled	Work completed in accordance with the SOW witnessed by a representative of Canada	5	
7	Ship completely remediated (100%) of Hazardous Wastes	Final Hazardous Waste Tracking Database delivered. All Hazardous Wastes identified have been destroyed in accordance with the SOW	20	
8	100% Work complete	Ship breaking of the vessel completed in accordance with the SOW and all deliverables received and approved by Canada; Care and Custody form (Annex "B", Part 3) fully executed	15	
			100	

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

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

**7.6.5 SACC Manual Clause**

ID	Title – SACC Manual Clause(s)	Eff. date
A9117C	T1204 - Direct Request by Customer Department	2007-11-30
C2000C	Taxes - Foreign-based Contractor	2007-11-30
H4500C	Lien - Section 427 of the Bank Act	2010-01-11
E0008C	Security Deposit Definition - Contract	2018-06-21

### 7.6.6 Salvageable Items

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

### 7.6.7 Contract Financial Security

1. The Contractor must provide one of the following contract financial securities within five (5) calendar days after the date of contract award:

- (a) a performance bond form PWGSC-TPSGC 505 in the amount of **10 percent** of the Contract Price; or
- (b) a performance bond form PWGSC-TPSGC 505 and a labour and material payment bond form PWGSC-TPSGC 506, each in the amount of 10 percent of the Contract Price; or
- (c) a labour and material payment bond form PWGSC-TPSGC 506 in the amount of 10 percent of the Contract Price; or
- (d) a security deposit as defined in clause E0008C in the amount of 10 percent of the Contract Price.

Any bond must be accepted as security by one of the bonding companies listed in Treasury Board Contracting Policy, Appendix L, Acceptable Bonding Companies.

2. Security deposits in the form of government guaranteed bonds with coupons attached will be accepted only if all coupons that are unmatured, at the time the security deposit is provided, are attached to the bonds. The Contractor must provide written instructions concerning the action to be taken with respect to coupons that will mature while the bonds are pledged as security, when such coupons are in excess of the security deposit requirement.

3. If Canada does not receive the required financial security within the specified period, Canada may terminate the Contract for default pursuant to the Contract default provision.

### 7.7 Invoicing Instructions

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

Each claim must show:

- (a) all information required on form PWGSC-TPSGC 1111;
- (b) all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
- (c) the description and value of the milestone claimed as detailed in the Contract;
- (d) all supporting documentation requested by the Contracting Authority.

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

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

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

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

## **7.8 Certifications and Additional Information**

### **7.8.1 Compliance**

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

### **7.8.2 Permits, Licenses and Certificates**

The Contractor must obtain and maintain all permits, licenses and certificates of approval required for the work to be performed under any applicable federal, provincial or municipal legislation. The Contractor is responsible for any charges imposed by such legislation or regulations. Upon request, the Contractor must provide a copy of any such permit, license or certificate to Canada.

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

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

## **7.9 Insurance Requirements**

The Contractor must comply with the insurance requirements specified in Articles **7.9.1**, **7.9.2**, **7.9.3** and **7.9.4** below. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

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

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

The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

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### 7.9.1 Commercial General Liability Insurance

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

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

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



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For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

#### **7.9.2 Marine Liability Insurance**

1. The Contractor must obtain protection and indemnity insurance that must include excess collision liability and pollution liability. The insurance must be placed with a member of the International Group of Protection and Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the Marine Liability Act, S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by Worker's Compensation as detailed in paragraph (2.) below.
2. The Contractor must obtain worker's compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the territory or province or state of nationality, domicile, employment, having jurisdiction over such employees. If the Contractor is subject to an additional contravention, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.
3. The protection and indemnity insurance policy must include the following:
  - (a) Additional insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
  - (b) Waiver of subrogation rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by *THE DEPARTMENT OF TRANSPORT 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.

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

### **7.9.3 Environmental Impairment Liability Insurance**

1. The Contractor must obtain Contractors Pollution Liability and Contractors Professional Liability insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$1,000,000 per accident or occurrence and in the annual aggregate.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The Contractors Pollution Liability and Contractors Professional Liability policy must include the following:
  - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional

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insured should read as follows: Canada, represented by Public Works and Government Services Canada.

- (b) Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
- (c) Separation of Insureds: The policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- (d) Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- (e) Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.
- (f) Storage Tank Third-Party Liability - The policy must extend to off-site third party bodily injury and property damage due to releases from storage tanks (above and below ground). Coverage must include corrective action and clean-up due to releases from storage tanks.
- (g) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

#### **7.9.4 Automobile Liability Insurance**

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
2. The policy must include the following:
  - (a) Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence;
  - (b) Accident Benefits - all jurisdictional statutes;
  - (c) Uninsured Motorist Protection; and
  - (d) Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.

#### **7.10 Subcontracting**

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

#### **7.11 Environmental Protection**

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

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

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

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

#### **7.12 Fire Protection, Fire Fighting and Training**

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

#### **7.13 Diving Operations**

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

#### 7.14 Transfer of Care and Custody, and Ownership

All pre-tow/lift ship/transfer certifications including the complete tow plan/lift ship, tow/lift ship risk assessment, hull surveyor report, insurance and liability, tow/lift ship company and tug/lift ship particulars including a copy of all permits/fees must be provided to Canada before Care and Custody of the ship is transferred to the Contractor. On receipt of all pre-two/lift ship documentation, Canada will transfer the Care and Custody of the ship to the Contractor but will retain ownership of the vessel until the successful completion of the Work.

The forms for the Transfer of *Care and Custody, and Ownership* are included in Annex "B".

#### 7.15 Title to Property - Vessel

If the Contractor is in default in carrying any of its obligations under the Contract, Canada, or its agents, will have the immediate right to enter the shipyard, without first obtaining a court order, to take possession of the vessel and all other property of Canada, including, but not limited to, work-in-process located on the premises, and to perform any further work required to enable the vessel and other such property to be removed from the shipyard.

#### 7.16 SACC Manual Clauses

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

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

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

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

#### 7.18 Meetings, Reports and Project Schedule

##### 7.18.1 Kick-off Meeting

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

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

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

*Note: The Ship Recycling Plan includes the project schedule, the Tow Plan and the Management Plan.*

### **7.18.2 Ship Recycling Plan**

The Ship Recycling Plan includes the following plans:

- (a) Project Schedule
- (b) Tow Plan
- (c) Management Plan

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

### **7.18.3 Progress Reports**

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

2. The progress report must contain two parts:

Part 1: The Contractor must answer the following questions:

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

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

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

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

*Note: Any deviation from the Ship Recycling Plan must be reported both Contract and Project Authorities immediately as the deviation is known by the Project Manager.*

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#### 7.18.4 Progress Meeting

Progress meetings, chaired by the Contracting Authority, will take place at the Contractor's facility or as instructed by the Contracting Authority as and when required, generally once a month after receipt of the progress report. Interim meetings may also be scheduled. Contractor's attendees at these meetings will, as a minimum, be the Project Manager and the Occupational Health, the Quality Assurance Manager.

#### 7.18.5 Project Schedule

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

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

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

#### 7.19 Applicable Laws

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

#### 7.20 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the Supplemental General Conditions 1028 (2010-08-16) Ship Construction - Firm Price, as amended;
- (c) the General Conditions 2030 (2020-05-28) - Higher Complexity - Goods;
- (d) the General Conditions 1031-2 (2012-07-16) - Contract Cost Principles;
- (e) Annex "A", Statement of Work;
- (f) Annex "B", Care and Custody Certificates;
- (g) Annex "C", Bidder's Questions and Canada's Responses;
- (h) the Contractor's bid for Step 1 of the evaluation dated, \_\_\_\_\_;
- (i) the Contractor's bid for Step 2 of the evaluation dated, \_\_\_\_\_.

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## Annex A – Statement of Work For the Recycling of the MV Madeleine Ferry

### 1. Requirement

The Contractor must prepare the MV Madeline for transfer to the Approved Site, tow the vessel to the Approved Site and subsequently dismantle (dispose/recycle) the vessel in an efficient and environmentally responsible manner in accordance with Canadian Laws, regulations and referenced guidelines and approved Ship Recycling Plan.

### 2. Background

The MV Madeleine was constructed in 1981 at the Verolme Cork Dockyard located in Cork, Ireland and was purpose built for service on the Irish Sea between Ireland and the United Kingdom. The vessel was eventually sold to Transport Canada in 1997 for the ferry service between Souris, Prince Edward Island (PE) and Cap-aux-Meules, Quebec (QC) where it remained in service until January 2021.

The MV Madeleine is now moored in Cap-aux-Meules, QC in the care and custody of “Coopérative de Transport Maritime et Aérien (CTMA)”.

### 3. Particulars of the Vessel

The particulars of the vessel are:

Year Constructed:	1981
Class:	Lloyd's Register
Gross Tons:	10,024
Registered Tonnage:	3,007
Length Overall:	123.96 meters
Breadth Molded:	18.6 meters
Breadth Extreme:	18.83 meters
Draft:	4.99 meters
Depth Molded to Upper Deck:	12.55 meters
Depth Molded to Main Deck:	7.09 meters
Lane-meters:	750
Passenger Capacity:	750 passengers and 50 crew
Lightship Weight:	5082.12 Tons
Main engines:	4xMaK, Model 8M551AK 3356 kW@450 RPM
Service Speed (Knots):	20
Bow Ramp:	Yes
Stern Ramp:	Yes



#### 4. Acts, Regulations and Guidelines

The Work must be completed in accordance with all applicable Laws such as, but not limited to:

- (a) Canada Occupational Health and Safety Regulations
- (b) Fishing and Recreational Harbours Act and Regulations
- (c) Canadian Environmental Protection Act (CEPA 1999)
- (d) Canadian Environmental Assessment Act (CEAA)
- (e) Canadian Transportation of Dangerous Goods Act/Regulations
- (f) Fisheries Act
- (g) 2001 Canada Shipping Act (CSA)
- (h) All applicable local, municipal, provincial regulations in force where the Work is being conducted
- (i) 2012 Guidelines for Safe and Environmentally Sound Ship Recycling - Resolution MEPC.210 (63)

*Note: In case of conflict or discrepancy the more stringent requirement will apply.*

#### 5. Priority of Documents

- (a) Canadian Laws and regulations
- (b) Regulations where the Work is being conducted
- (c) The articles of this Statement of Work
- (d) 2012 Guidelines for Safe and Environmentally Sound Ship Recycling (Resolution MEPC.210 (63))
- (e) Approved Ship Recycling Plan

#### 6. Definitions

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

“Competent person” means a person with suitable qualifications, training, and sufficient knowledge, experience and skill, for the performance of the specific work. Specifically, a Competent person may be a trained worker or a managerial employee capable of recognizing and evaluating occupational hazards, risks, and employee exposure to potentially Hazardous Materials or unsafe conditions in a Ship Recycling Facility, and who is capable of specifying the necessary protection and precautions to be taken to eliminate or reduce those hazards, risks, or exposures. The Competent Authority may define appropriate criteria for the designation of such persons and may determine the duties to be assigned to them.

“Controlled waste” is as defined by the laws of the jurisdiction of the waste generator, handling facilities and disposal facilities. Controlled wastes are those wastes to which regulations of the jurisdiction having authority apply.

“Hazardous waste” is defined by the regulations of the government having jurisdiction at the Approved Site as defined above.

“Hazardous material” means any material or substance which is liable to create hazards to human health and/or the environment.

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

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

“Ship Recycling” means the activity of complete or partial dismantling of a ship at a Ship Recycling Facility in order to recover components and materials for reprocessing and re-use, whilst taking care of hazardous and other materials, and includes associated operations such as storage and treatment of components and materials on site, but not their further processing or disposal in separate facilities.

“Ship Recycling Facility” means a defined area that is a site, yard or facility used for the recycling of ships.

“Recycling Company” means the owner of the Ship Recycling Facility or any other organization or person who has assumed the responsibility for operation of the Ship Recycling activity from the owner of the Ship Recycling Facility.

## **7. Conduct of the Work**

### **A. PREPARATION OF THE VESSEL FOR TRANSPORTATION TO THE APPROVED SITE**

#### **A1 - Safety and Security**

It should not be assumed that any of the ladders, guardrails, lifting or towing points remain certified.

#### **A2 - Inventory of Hazardous Materials**

The Contractor must complete an inventory survey of hazardous/polluting wastes onboard the vessel to identify the types of hazardous wastes and other wastes, the quantities and locations. The assessment report must be provided to the Project Authority as an attachment to the Ship Recycling Plan.

*Note: The Appendix 1 is the Hazardous Materials Inventory (HMI) report of the vessel approved by Classification Society completed in March 2021. The Contractor must use the report as a reference guide only. Canada is not responsible for additional hazardous materials found on the vessel (significant or not), if the quantities are different (significant or not) or if such materials are found in other locations not mentioned in the report.*

If requested by Canada, the Contractor must submit within 5 days after issuance, all copies of manifests and transportation of dangerous goods sheets, showing the type/description of materials removed from the vessel for disposal. All waste must be accounted for in a database by the Contractor until the vessel has been properly disposed in accordance with the Ship Recycling Plan.

#### **A3 - Fuel/Oil Tanks and Bilges**

The Contractor must empty all fuel/oil tanks and bilges must be pumped dry as much as possible before the voyage.

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#### **A4 - Removal of Equipment**

Consumable and loose equipment must be removed or secured when removal is not possible.

#### **A5 - Care, Custody and Control**

All pre-tow/lift ship/transfer certifications, including the complete tow plan/lift ship, tow/lift ship risk assessment, hull surveyor report, insurance and third party liability, tow/lift ship company and tug/lift ship particulars including a copy of all permits/fees must be provided to Canada before Care and Custody of a ship is transferred to the Contractor. On receipt of all pre-tow/lift ship certifications, Canada will transfer Care and Custody of the ship to the Contractor for the tow/lift ship, but will retain ownership of the vessel until the successful completion of the Work.

### **B. PREPARATION OF THE VESSEL FOR SHIP BREAKING**

#### **B1 - Removal of /cleaning – Liquids, including fuels and oils**

If the removal of all hazardous wastes and materials such as fuel, oil, asbestos, PCBs and TBT paints, were not removed at the preparation of the vessel for transportation, the Contractor must remove them prior to the start of ship breaking activities.

*Note: If required, change of ballast water for the voyage is allowed.*

The Contractor must test the pollutants to determine concentrations prior to removal of the water from the bilge and ballast tanks.

The Contractor must use solvents to dissolve heavyweight sludge so that most oil and sludge can be pumped out of the vessel.

All compartments must be ventilated continuously and tested for oxygen and the presence of toxics, corrosive, irritants prior to manual cleaning.

Prior to cutting, the vessel must be cleared of all residual materials. This may be carried out prior to arrival or at a cleaning station at the facility. Cleaning of i.e. cargo tanks, bunker and fuel tanks, bilge and ballast compartments, sewage tanks, etc. must be performed in order to ensure that the ship is presented for dismantling in a clean and safe condition.

Wastewater and any used solvents from the cleaning station must be contained and properly treated in accordance with applicable disposal regulations. All combustible liquids and materials must be removed to make the vessel safe for hot work. This process will continue during the entire dismantling process (see next section). During removal, actions must include containment; whilst wet - booms must be placed around the ship, when dry - transfer arrangements (pumping/ pipe-work, etc.) should include arrangements for the containment of any leakage.

*Note: Hazardous wastes and other wastes must be stored and disposed of according to applicable laws and regulations.*

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## **B2 - Removal of Equipment**

All consumable and loose equipment that could not be removed prior to the voyage of the vessel must be removed prior to vessel breaking. Reusable components must be removed as they become accessible.

Fixtures, anchors, chains, engine parts and propellers are examples of components that are removed during this step.

## **B3 - Items to be returned**

A list of items to be returned to Canada is included in Appendix 2. The Contractor must remove those items and store them in a safe location out of the elements until they can be picked up by Canada.

## **B4 - Oil and fuel**

Waste handling - Oil and fuel which have been removed from a ship must be stored in a safe tank arrangement, ensuring leakage detection, overfill monitoring and corrosion protection, in addition to a leakage collection arrangement. The monitoring must include record-keeping.

*Note: It should be noted that local/national regulations may require notification to authorities concerning installation and usage for the storage of flammable or combustible liquids. Regulations may also address the issues of fire-protection and financial responsibilities.*

Used oil must not be mixed with other wastes as this may require the entire amount being managed as hazardous waste. Used oil should be stored in dedicated tanks or containers and must be labelled "Used Oil".

The most environmentally friendly and often most economical way of managing used oil is recycling. Oil and oily wastes that are defined as hazardous waste, either by appearing on a relevant hazardous waste list or by having hazardous waste characteristics (ignitable, corrosive, reactive or toxic), must be managed according to governing national hazardous waste regulations.

## **B5 - Bilge and ballast water**

The vessel must undergo recommended de-ballasting in accordance with IMO Assembly Resolution A.868(20): "Guidelines for the control and management of ships ballast water to minimize the transfer of harmful aquatic organisms and pathogens", unless National regulations apply.

Bilge and ballast water must be collected and disposed of in a water treatment plant where the chemical components can be removed prior to discharge.

## **B6 - Asbestos**

Asbestos materials may be found on the vessel. The removal of Asbestos materials must be completed in accordance with the Canada Occupational Health and Safety Regulations.

All Asbestos containing materials must be removed from the vessel before any other activity that may disturb the materials is carried out.

## **B7 - PCBs**

Wastes containing PCBs at a concentration level of 50 mg/kg or more are considered hazardous waste by the Basel Convention.

All known and suspected PCBs and PCB-containing material must be removed or sampling and chemical analysis of these items must be conducted. If regulated PCB levels are present, the materials must be disposed of according to the criteria set forth in Article 6 of the Stockholm Convention (Part II – Polychlorinated byphenyls).

PCBs or PCB items to be stored must be placed in proper containers, covered and labelled. Temporary storage facilities for PCB-containing waste must have a floor-covering that prevents penetration of PCBs and a curbing that provides sufficient containment volume in the case of a spill, roof and walls that prevent rainwater from reaching the wastes, and no floor drains or other openings that would allow liquids to flow from the area. Disposal requirements may be dependent upon the nature of the source and its concentration.

Removal and disposal of PCB-containing materials must be carried out only by workers who have been specially trained to do this type of work. Workers removing and disposing of PCBs or PCB-containing materials must use appropriate personal protective clothing or equipment that protects against dermal contact with or inhalation of PCBs.

After removal, all equipment and materials should be transported directly to specific storage or work area if further work (finishing, sorting, overhauling, etc.) has to be carried out to prepare the materials for disposal or re-selling.

All solid wastes resulting from the asbestos removal process must be collected and contained in adequate storage/disposal facilities.

PHYSICAL MEASURES TO BE IMPLEMENTED - As for the physical measures that can be implemented to remove PCBs, a distinction has to be made between solid and liquid forms. Physical measures are irrelevant when solid forms of PCB is removed, as it does not represent an immediate hazard. However, safe area suitable for storage must be provided. As for liquid forms of PCB, physical measures can play an important role in preserving the surrounding environment. To prevent possible environmental hazards related to the removal of liquid forms of PCBs from ships, the ship-breaking yard should be equipped with adequate impermeable bottom protection such as concrete or asphalt.

#### **B8 - Other waste streams**

RADIATION SOURCES - Radioactive material may be present on board the ship in liquid level indicators, smoke detectors or emergency signs. These sources generate low-level radioactive waste, but handling and disposal of such waste is usually strictly regulated.

*Warning: Ionizing radiation is hazardous to human health and the environment and can cause severe forms of cancer and/ or damage to genetic material endangering future generations. Any release of radioactive material could increase the radiation exposure to the population and must therefore be avoided.*

TIMBER - Timber can be found in furniture or walls, and timber may for example contain preservation or paint that could have an adverse effect on the environment. The timber must be treated according to national regulations and must be taken care of by approved waste companies.

POLYVINYL CHLORIDE (PVC) - Polyvinyl chloride (PVC) is used in a wide variety of products for different applications and is commonly found in cables, floor coverings and plastic devices of different types. PVC products may contain more than 50% chlorine, and may contain environmentally hazardous additives. A complex mixture of fumes and gases is generated when PVC is burned, depending on the

oxygen availability and other fire conditions. This includes carbon monoxide and dioxins. Indeed all open burning may generate toxic gases and should therefore be prohibited, but PVC is of particular concern because of the chlorine content. Also, large quantities of hydrogen chloride gas are generated when PVC is burned. The hydrogen chloride gas combines with water to form hydrochloric acid in the lungs.

**BATTERIES** - Batteries can contain heavy metals such as Pb, Cd and Ni. Lead-acid batteries also contain sulphuric acid, which is corrosive and can cause severe burns. Batteries can be in flashlights, mobile radios and electrical equipment, but the largest volume of batteries (lead-acid batteries) is found in radio applications, intercoms, fire alarms, emergency start equipment and lifeboats. Batteries in working order will most often be sorted and sold for reuse. Lead alone represents a considerable value, and there is therefore reason to believe that batteries are recycled regardless of their condition. If batteries are undamaged, they will not have an environmental effect. However, the improper storage or disposal of batteries can cause a threat to human health and the environment.

**FREON** - Freon is a Du Pont trade name for chlorofluorocarbons (CFC), which are compounds consisting of chlorine, fluorine and carbon. CFCs are non-toxic, non-flammable compounds that are stable in the troposphere, but in the stratosphere, can be broken down by UV light and deplete the ozone layer. CFCs are used as refrigerants, solvents and foam-blowing agents. Shipborne CFCs have been believed to contribute to up to 10% of global emissions. The United States, Canada, and the Scandinavian countries imposed a ban on the use of CFCs in aerosol-spray dispensers in the late 1970s. In 1987, 27 nations signed the Montreal Protocol, which is a global environmental treaty on reducing substances that deplete the ozone layer. Several amendments have followed, and the use of CFCs, some chlorinated solvents and Halons (chemicals used as fire extinguishing agents) should therefore become obsolete within the next decade. These products and restrictions associated with their use are also addressed in MARPOL (Annex VI).

Other chemicals/ substances/ components that may require special handling are for example:

- Antifreeze fluids
- Solvents/ thinners
- Battery electrolyte
- Evaporator dosing and de-scaling acids
- Corrosion inhibitor
- Compressed gases (acetylene, propane and butane)
- Plastics, as covered by MARPOL
- Boiler/ water treatment chemicals
- Kerosene/ White Spirit
- Anti-freeze compounds
- Engine additives
- Flame retardants
- Miscellaneous chemicals, such as alcohols, methylated spirits, epoxy resins, etc.

*Note: The chemicals/ substances/ components above may have negative effects on the environment.*

After removal, all equipment and materials must be transported directly to specific storage or specific work area if further work (finishing, sorting, overhauling, etc) has to be carried out to prepare the materials for disposal or re-selling.

### **B9 - Hot Work**

Prior to any "hot work" activities, surface coatings must be assessed and removed (in the cutting line), if found to be toxic or highly flammable. All spaces where torch-cutting is to be conducted, must be clarified as "safe for hot work" prior to start-up. This includes areas within, on or adjacent to spaces that contain or have contained combustible or flammable liquids or gases, as well as accessories connected to spaces that contain or have previously contained fuel.

An area or space is "safe for hot work" after concentrations of flammable vapours or gases in the atmosphere are declared to be less than 10 percent of the lower explosive limit. Further, hollow metal containers must be filled with water or be thoroughly cleaned of flammable substances, vented and tested prior to cutting. Sufficient ventilation (through-flow) is required for each hollow structure for the release of any pressure build-up that might occur during heating.

Before hot work commences, The Contractor must have in place the following preventive measures:

- (a) Physically identify all locations onboard the vessel where there is presence of oil, fuel or bilge and ballast water
- (b) All oil tanks/compartments must be cleaned
- (c) All compartments must be tested for the presence of vapours before hot work commences
- (d) Area must be isolated and "no smoking signs" must be put up
- (e) Fire extinguishing equipment must be immediately available

*Warning: All compartments/tanks must be continuously ventilated.*

#### **B10 - Paints and coatings**

The Contractor must conduct an evaluation to determine flammability and toxicity of the paint and coating prior to cutting of the vessel.

All flammable paints/coatings must be removed from the area to be cut prior to metal cutting to prevent ignition. If using flammable liquids for chemical stripping, ventilation must be provided so that concentration of vapors is below 10% of lower explosive limit.

Toxic paints or coatings must be removed at a distance of some 10 cm from the area to be cut, and in an isolated area with as much ventilation as possible. If removal is not possible or feasible, cutting can proceed provided that the operator(s) are equipped with respiratory protective equipment such as air-line respirators.

*Warning: Flammable paints or coatings must not be burned.*

#### **B11 - Methods to remove paints and coatings**

The removal of paints and coatings can be done mechanically, chemically or by abrasive blasting. It is necessary to adopt particular measures to ensure that residues following the removal operation does not enter into the environment e.g. chemical-/ abrasive blasting residues must be collected as well as removed paint-chips.

Three methods are acceptable to remove paints and coatings:

1. Chemical stripping. The application of solvents. Note that solvents are in their own right, usually hazardous and will present a use and disposal challenge.
2. Abrasive blasting. Blasting involves the use of high-pressure equipment and may potentially be dangerous if the condition of the equipment applied is not satisfactory. Periodic checking of pressure equipment/ tools is mandatory. Workers' skin, eyes and hearing are particularly exposed. Abrasive blast

material is a hazardous waste if the material includes hazardous coating residues or is made from slags contaminated with arsenic, lead or cadmium. If abrasive blasting is used, the Contractor must

- (a) Create an enclosed chamber with point extraction to avoid dispersion to air
- (b) Install a vacuum system to filter air
- (c) Limit access to the area
- (d) Provide proper PPE

3. Mechanical removal. Power tools or thermal tools may be applied.

Paint removal operations must be done in a dedicated area with impermeable floor.

All solid wastes resulting from the paint removal process must be collected and contained in adequate storage/disposal facilities. If exposed, storm water discharge facilities must be provided to avoid contamination of storm water runoff.

*Warning: Thermal removal must not be used on paintwork containing PCB.*

For health reasons, proper ventilation must be ensured at all times. The work must be undertaken by staff designated and trained for paint removal and plate cutting operations. The use of special respiratory equipment is mandatory. Firefighting equipment must be accessible prior to any cutting operations.

*Warning: Tributyl tin (TBT) can cause serious environmental impacts. Any leakage to the environment should be avoided. This can be handled efficiently (by operational procedures) at facilities separating the hull from the beach during dismantling.*

## **C. SHIP BREAKING**

### **C1 - Precaution**

Before vessel breaking activities start, the Contractor must ensure:

- (a) Safe access to all areas, compartments, tanks, etc. ensuring breathable atmospheres, and
- (b) Safe conditions for hot work, including cleaning/venting, removal of toxic or highly flammable paints from areas to be cut, and testing/ monitoring before any hot work is performed.

### **C2 - Recycling**

The Contractor must recycling all possible materials.

- (a) **SCRAP METAL** – Scrap metal must be sold to a re-melting/re-rolling company or a scrap metal broker. Coated scrap metal that can't be recycled must be managed and disposed of as hazardous waste.

Recyclable metal that is intermixed with non-metallic material can be recovered by the use of shredders and separators. The remaining nonrecoverable non-metallic materials from the shredding process must be disposed of as hazardous waste as they may contain environmentally hazardous substances, such as asbestos or PCBs.



- (b) COPPER - The Contractor must separate any copper from cable insulation other means than cable-burning.

*Warning: Cable burning to recover copper wire is prohibited.*

- (c) ANODES - The Contractor must extract and sort all anodes for reuse/resale. Heavily corroded anodes must be disposed of as hazardous waste.
- (d) LED - Led (Pb) is toxic and can be found in batteries, paints and in components in motors, generators, piping, cables and others. The Contractor must remove all items containing Led, manipulate, store and disposed of according to applicable regulations.

*Warning: Lead chromate (present in paint pigments) is documented as a carcinogen both to humans and other organisms. It may also damage embryo development and cause infertility. Improper disposal of batteries and paints containing lead can cause a threat to health as well as to the environment.*

- (e) MERCURY - Mercury is a toxic heavy metal and can be found on board ships in thermometers, electrical switches, light fittings and luminescent lamps. Mercury must be handled as hazardous waste.

*Warning: Mercury is a toxic heavy metal and a persistent, bio-accumulative pollutant that affects the nervous system. Accidental spills of mercury can lead to dangerous mercury exposure.*

### **C3 - Completion of Work**

The Work will be considered completed when the following has occurred:

- (a) All hazardous materials are removed and sent to an approved hazardous waste disposal facility for final disposal. Shipping certification and receipt of arrival must be sent to Canada if requested. Final individual trucking waybill for all hazardous materials must be itemized.
- (b) The vessel hull and structure has been broken up into sections no larger than 15m square sections with all internal equipment removed.

### **8. Site Control and Access**

The Contractor must secure the work site at night time to the extent required to protect against unauthorized entry.

### **9. Monitoring of Work**

The Contractor must immediately contact the Contracting Authority and the Project Authority to report any situation that may impede the Work such as finding of an oil spill, identification of an alleged owner, damage or major breakage, sudden deterioration, safety issues, potential of illegal activity, presence of a squatter, etc.

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## 10. Records

The Contractor must maintain a database that tracks all details of reused, recycled and disposed material.

For the hazardous materials, the database must include the following:

- (a) Identify the type of waste;
- (b) Identify the removal process;
- (c) Identify the weight of waste removed from the ship;
- (d) Identify the secure process for transporting the waste from the ship 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 ship with waste accepted at certified disposal facility.

*Note: The Contractor must ensure that all waste by weight removed from the ship matches the waste by weight accepted at appropriate certified disposal facility at the completion of the Work.*

For all reused or recycled materials/equipment, the database must include the following:

- (a) Description of the material/equipment;
- (b) Weight;
- (c) Composition (waste (landfill) 10%, steel (recycled) 90%);

The Contractor must provide a report of all reused and recycled materials/equipment to the Contracting Authority.

Solicitation No. - N° de l'invitation  
T2012-200129/A  
Client Ref. No. - N° de réf. du client  
T2012-200129

Amd. No. - N° de la modif.  
File No. - N° du dossier  
002mer.T2012-200129

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

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## **Appendix 1 – Inventory of Hazardous Materials**

Bidders must contact the Contracting Authority to get the IHM.

Solicitation No. - N° de l'invitation  
T2012-200129/A  
Client Ref. No. - N° de réf. du client  
T2012-200129

Amd. No. - N° de la modif.  
File No. - N° du dossier  
002mer.T2012-200129

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

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## **Appendix 2 - List of Items to be returned**

Bidders must contact the Contracting Authority to get the list of items to be returned.

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**Annex B – Care and Custody, and Ownership Transfer Certificates**

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**PART 1**

**CARE AND CUSTODY TRANSFER CERTIFICATE FOR THE TOWING OF THE VESSEL TO THE APPROVED SITE**

1. In accordance with the terms and conditions of contract number \_\_\_\_\_ for the recycling of the MV Madeleine, all pre-tow certifications have been provided to Canada prior to the transfer of Care and Custody of the vessel to the Contractor. Canada has been provided with:
  - (a) the complete tow plan including a copy of licenses/permits required for the tow;
  - (b) tow risk assessment;
  - (c) Hull Surveyor Report;
  - (d) Insurance for vessel and third party liability;
  - (e) tow company and tug particulars; and
  - (f) all safe-to-tow certifications.
  
2. It is mutually agreed by all parties that the ownership of the vessel will only be transferred to the Contractor after the completed of the Work in accordance with the Contract and when all deliverables have been received and accepted by Canada. of the vessel will occur only after the Contractor presents Canada all certificates as per the Contract in accordance with the Annex "A" - Statement of Work.
  
3. The undersigned acknowledge the transfer of Care and Custody of the vessel from CANADA to \_\_\_\_\_ for the purpose of ship recycling.

Signed at \_\_\_\_\_ in the province of \_\_\_\_\_ on the \_\_ day of \_\_\_\_\_, 2021.

For the Department of Transport Canada:

Print name: \_\_\_\_\_ Signature: \_\_\_\_\_

For the Contractor:

Print name: \_\_\_\_\_ Signature: \_\_\_\_\_

For the Contractor's Insurance Underwriter, \_\_\_\_\_:

Print name: \_\_\_\_\_ Signature: \_\_\_\_\_

Witnessed by Public Services and Procurement Canada:

Print name: \_\_\_\_\_ Signature: \_\_\_\_\_

Solicitation No. - N° de l'invitation  
T2012-200129/A  
Client Ref. No. - N° de réf. du client  
T2012-200129

Amd. No. - N° de la modif.  
File No. - N° du dossier  
002mer.T2012-200129

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

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## PART 2

### CARE AND CUSTODY TRANSFER CERTIFICATE FOR THE ARRIVAL OF THE VESSEL AT THE APPROVED SITE

1. In accordance with the terms and conditions of contract number \_\_\_\_\_ for the recycling of the MV Madeleine, the undersigned acknowledge the transfer of Care and Custody of the MV Madeleine to \_\_\_\_\_.
2. It is acknowledged that the Contractor has delivered the MV Madeleine to its Approved Site for ship breaking.
3. It is mutually agreed by all parties that the ownership of the vessel will only be transferred to the Contractor after the completed of the Work in accordance with the Contract and when all deliverables have been received and accepted by Canada. of the vessel will occur only after the Contractor presents Canada all certificates as per the Contract in accordance with the Annex "A" - Statement of Work.

Signed at \_\_\_\_\_ in the province of \_\_\_\_\_ on the \_\_ day of \_\_\_\_\_, 2021.

For the Department of Transport Canada:

Print name: \_\_\_\_\_ Signature: \_\_\_\_\_

For the Contractor:

Print name: \_\_\_\_\_ Signature: \_\_\_\_\_

Witnessed by Public Services and Procurement Canada:

Print name: \_\_\_\_\_ Signature: \_\_\_\_\_

Solicitation No. - N° de l'invitation  
T2012-200129/A  
Client Ref. No. - N° de réf. du client  
T2012-200129

Amd. No. - N° de la modif.  
File No. - N° du dossier  
002mer.T2012-200129

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

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### **PART 3**

#### **TRANSFER OF OWNERSHIP CERTIFICATE**

1. In accordance with the terms and conditions of contract number \_\_\_\_\_ for the recycling of the MV Madeleine, Canada has been provided with all certificates as per the Contract in accordance with the Annex "A" - Statement of Work.

2. The undersigned acknowledge the transfer of ownership of the MV Madeleine from CANADA to \_\_\_\_\_.

Signed at \_\_\_\_\_ in the province of \_\_\_\_\_ on the \_\_\_ day of \_\_\_\_\_, 2021.

For the Department of Transport Canada:

Print name: \_\_\_\_\_ Signature: \_\_\_\_\_

For the Contractor:

Print name: \_\_\_\_\_ Signature: \_\_\_\_\_

Witnessed by Public Services and Procurement Canada:

Print name: \_\_\_\_\_ Signature: \_\_\_\_\_

Solicitation No. - N° de l'invitation  
T2012-200129/A  
Client Ref. No. - N° de réf. du client  
T2012-200129

Amd. No. - N° de la modif.  
File No. - N° du dossier  
002mer.T2012-200129

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

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### **Annex C – Bidder's Questions and Canada's Response**

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