



RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**
Cabot Place, Phase II, 2nd Floor
Box 4600
St. John's, NL
A1C 5T2
Bid Fax: (709) 772-4603

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

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

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

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

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

Comments - Commentaires

Title - Sujet Manolis L Assessment	
Solicitation No. - N° de l'invitation F6813-150013/A	Date 2016-04-27
Client Reference No. - N° de référence du client F6813-150013	
GETS Reference No. - N° de référence de SEAG PW-\$XAQ-031-6571	
File No. - N° de dossier XAQ-6-39008 (031)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-06-08	
Time Zone Fuseau horaire Newfoundland Daylight Saving Time NDT	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Baird, Janice	Buyer Id - Id de l'acheteur xaq031
Telephone No. - N° de téléphone (709) 772-2999 ()	FAX No. - N° de FAX (709) 772-4603
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF FISHERIES AND OCEANS DONOVANS INDUSTRIAL PARK 1 SOUTHERN CROSS RD BOX 5667 ST JOHNS Newfoundland and Labrador A1C5X1 Canada	

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

PWGSC / TPGSC - Nfld. Region
Cabot Place, Phase II, 2nd Floor
Box 4600
St. John's, NL
A1C 5T2

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

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification, the Insurance Requirements, and any other annexes.

1.2 Summary

Manolis L Wreck Assessment

Public Works and Government Services Canada on behalf of the Canadian Coast Guard (CCG), St. John's, NL, requires an experienced salvage/offshore contractor to conduct an assessment on the wreck of the Manolis L which is located at Notre Dame Bay, Newfoundland in a water depth of approximately 70 meters. The purpose of this assessment is to identify where the bunkers and oils are located and estimate the quantity thereof. In addition, an assessment of the hull and how the wreck is resting on the seafloor is also required. All work on site must be completed by September 15, 2016 and all deliverables submitted by September 30, 2016. The period of contract is from the date of award to September 30, 2016. All work to be in accordance with the Statement of Work attached at Annex A.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

The Federal Contractors Program (FCP) for employment equity applies to this procurement; see 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 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

Bids must be submitted 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.

2.3 Former Public Servant

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

Definitions

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

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

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

"pension" means a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the *Supplementary Retirement*

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Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

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2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 5 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.

2.5 Applicable Laws

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

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.

2.6 Basis for Canada's Ownership of Intellectual Property

The client, Fisheries and Oceans, CCG Response has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the *Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts*:

- the main purpose of the Contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination;

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation instructions

Canada requests that Bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (5 hard copies)

Section II: Financial Bid (5 hard copies)

Section III: Certifications (1 hard copies)

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

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

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

Section I: Technical Bid

In their technical bid, Bidders should 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.

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with the Basis of Payment in Annex B. The total amount of Applicable Taxes must be shown separately.

3.1.2 Electronic Payment of Invoices – Bid

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If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex E Electronic Payment Instruments, to identify which ones are accepted.

If Annex E Electronic Payment Instruments 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.

3.1.3 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

3.1.4 SACC Manual Clauses

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in Annex F.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

SACC Manual Clause A0220T (2014-06-26), Evaluation of Price

4.2 Basis of Selection – Minimum Point Rating

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory technical evaluation criteria; and
 - c. obtain the required minimum of 70 percent overall (1050) of the points for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 1500 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the *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 *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).

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.

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

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

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

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

5.2.3.2 Education and Experience

SACC Manual clause A3010T (2010-08-16) Education and Experience

5.2.3.3 Workers Compensation

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.

The Bidder must provide, within 2 days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

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PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Insurance Requirements

Insurance - Proof of Availability Prior to Contract Award

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

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 Statement of Work – Contract

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

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

2035 (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.2.2 Supplemental General Conditions

4007 (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

7.3 Security Requirements

7.3.1 There is no security requirement applicable to the Contract.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from _____ (*fill in start date of the period*) to September 9, 2016 Inclusive.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Janice Baird, Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
John Cabot Building, 7th Floor
10 Barter's Hill
St. John's, NL A1C 5T2

Telephone: 709-772-2999
Facsimile: 709-772-4603
E-mail address: janice.baird@pwgsc.gc.ca

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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

Use the following clause when the term "Project Authority" will be included in the contract. If the term "Technical Authority" will be used instead, use SACC Manual clause A1030C.

The Project Authority for the Contract is:

Name: _____
Title: _____
Department of Fisheries and Oceans/CCG
Address: _____

Telephone: ____-____-____
Facsimile: ____-____-____
E-mail address: _____

(Insert or delete as applicable)

In its absence, the Project Authority is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____-____-____
Facsimile: ____-____-____
E-mail address: _____

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

7.5.3 Contractor's Representative

Fill in or delete as applicable

Name: _____
Title: _____

Telephone: ____-____-____
Facsimile: ____-____-____
E-mail address: _____

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7.6 Proactive Disclosure of Contracts with Former Public Servants

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

7.7 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit prices as specified in Annex B, for a cost of \$ _____. Customs duties are excluded 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.

7.7.1 Limitation of Price

SACC Manual clause C6000C (2011-05-16) Limitation of Price

7.7.2 Method of Payment

SACC Manual clauses

H1000C (2008-05-12) Single Payment
C2000C (2007-11-30) Taxes - Foreign-based Contractor

7.7.3 Electronic Payment of Invoices – Contract

Insert the following clause, if applicable, where payment of invoices will be made using electronic payment instruments, Refer to Annex "X" Electronic Payment Instruments, where the Bidder indicated which electronic payment instruments are accepted. Contracting officers must reproduce below, the information from Annex "X" Electronic Payment Instruments, in which were identified electronic payment instruments accepted by the Contractor and renumber accordingly.

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

7.7.4 Discretionary Audit

SACC Manual clause

C6000C (2010-01-11) Discretionary Audit - Commercial Goods and/or Services

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7.7.5 Time Verification

SACC Manual clause

C0711C (2008-05-12) Time Verification

7.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
 - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

7.9 Certifications and Additional Information

7.9.1 Compliance

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

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

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

7.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. (*Insert the name of the province or territory as specified by the Bidder in its bid, if applicable.*)

7.11 Priority of Documents

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

- (a) the Articles of Agreement;

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- (b) the supplemental general conditions 4007 (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information;
- (c) the general conditions 2035 (2016-04-04), General Conditions - Higher Complexity - Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Federal Contractors Program for Employment Equity - Certification;
- (g) Annex D, Insurance Requirements;
- (h) the Contractor's bid dated _____, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award.*), as clarified on _____ " or ", as amended on _____ " and insert date(s) of clarification(s) or amendment(s)).

7.12 Insurance Requirements

Insurance – Specific Requirements

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

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

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

ANNEX A

STATEMENT OF WORK

CANADIAN COAST GUARD

Wreck of General Cargo Vessel "MANOLIS L"

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FIGURES

- Figure 1 Sinking Location*
- Figure 2 Colour Coded Tank Plan*
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Scope

Objective

On 17th January 1985, the general cargo vessel "MANOLIS L" was on voyage from Botwood Newfoundland and Labrador (NL), loaded with 2,990 tonnes of newsprint. She ran aground and sank in an area known as Blow Hard Rock, Notre Dame Bay, Newfoundland in a water depth of about 70 meters.

At the time of sinking the vessel had approximately 462 tonnes of Bunker C fuel oil (HFO), 60 tonnes of diesel and 22.5 tonnes of lube oil in various tanks, according to a Transport Canada Report dated April 1985.

For 28 years the wreck lay dormant on the seabed, but in April 2013 oil (Bunker C) was reported on sea birds and on the shoreline in the Change Island area. CCG conducted an assessment and identified the wreck of "MANOLIS L" as the source of the oil. Subsequent surveys of the wreck identified three areas where oil was being released. Sealing devices were installed on the hull and have proven successful in controlling and containing these releases. However, the presence of oil in the wreck poses a risk to the marine environment. As such, the CCG is initiating measures to conduct a detailed assessment of the wreck and its associated risks.

CCG requires an experienced salvage/offshore contractor to conduct an assessment on the wreck in order to identify where the bunkers and oils are located and estimate the quantity thereof. In addition, an assessment of the hull and how the wreck is resting on the seafloor is also required.

To provide the necessary expertise for this type of operation a separate Special Casualty Representative (SCR) contract will be awarded to advise CCG on aspects relating to Requests for Proposal (RFP), bid evaluations and assessment operations. It will be necessary for the Contractor to work closely with the SCR in order for this project to be successful.

The assessment project must be undertaken in 2016, as soon as operationally feasible, bearing in mind the potentially inclement weather conditions the north east coast of Newfoundland and Labrador normally encounters throughout the fall and winter months.

This SOW sets out to provide general particulars of the wreck, cargo and bunkers/oils on board at the time of sinking. Thereafter it sets out the specific technical requirements in a scope of work and calls for a detailed method statement, time and cost estimates with associated details. Deliverables required from the contractor are listed. Submission details are provided and an explanation is provided as to how the Proposals will be assessed and evaluated. It is stressed that this RFP is for an **assessment only**.

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Background

Environmental Response, Canadian Coast Guard (CCG) – Atlantic Region has been responding to the “MANOLIS L” pollution incident located in the Blow Hard Rocks area since April 2013. There have been two main phases to this response.

The initial assessment consisted of onsite operations (both surface and sub-surface) regarding reports of oil and oiled bird sightings in the Blow Hard Rocks area in Notre Dame Bay. This phase was accomplished with government owned resources and did not require any specific contractual services.

The next phase required an emergency contracting process to address the sub surface leak that was identified. Quotes from local diving contractors were solicited with the capability to supply an Underwater Remotely Operated Vehicle (ROV) to investigate the source. The source of the leak was identified as the sunken Freighter “MANOLIS L”. This vessel sank in January 1985 in approximately 70 meters of water.

Once the source was identified, additional funding was requested to perform a sealing operation to stop the release of oil from the vessel. On May 28, 2013 the sealing operation was successfully conducted using the combined services and resources of the Canadian Coast Guard and a local dive contractor. The ROV from the local dive contractor was instrumental in the placement of the sealing device and conducted a further hull survey to confirm no further releases of oil. At that time, CCG committed to conducting a follow up survey to check the integrity of the seal in one month towards the end of June.

During the last week of June 2013 the follow up survey to assess the integrity of the seal was carried out. The previous seal was holding but a small weep was detected approximately 30 meters towards the severely damaged bow section. Due to the damage in the area of the vessel, a similar sealing action as previously undertaken was deemed impractical. CCG officials made the decision to deploy a cofferdam system to contain and collect the escaping oil.

In July 2013 the cofferdam collection system was successfully installed, another hull survey was completed and the integrity of the weight neoprene seal was verified. A follow up dive in late fall was commissioned to check the cofferdam and recheck the integrity of the weight neoprene seal and hull survey.

In October 2013 CCG returned to the site of the “MANOLIS L” to carry out the check of the cofferdam, weighted seal integrity and re-survey the hull. CCG believed that immediate requirements had been addressed and were looking at longer term options over the winter months.

Toward the end of November and early December 2013 reports from hunters of oiled birds in the Fogo Island were received. On December 02, 2013 a sheen was observed at the “MANOLIS L” location. Analysis of the bird carcasses at the Environment Canada Lab confirmed the oil related to wreck. In mid- December 2013, a slight weather window allowed for an emergency ROV dive that confirmed the previously placed cofferdam system had moved. In early January 2014 a redesigned cofferdam system was successfully deployed to once again arrest the release of oil from the wreck.

In June/July 2014 as a part of the maintenance plan for "MANOLIS L", CCG were back on site to conduct another hull assessment, check the integrity of the weighted neoprene seals and to remove the oil collected from the cofferdam (1300 liters) and replace the unit with another. No additional leaks were observed and the integrity of the sealing conduits was sound. Additional hull survey work was also undertaken at this time. Hull thickness measurements, survey of the debris field and hull contact with the sea bed were assessed. A complete hull survey was also conducted using high definition camera technology. Current and temperature meters installed in January 2014 were recovered, data downloaded and meters redeployed on location. There was significant ice and ice berg activity in the area of operations that delayed the start of operations during this operational time frame.

In November 2014, Coast Guard returned to the wreck location to remove any oil collected by the cofferdam, check the integrity of the seals and to survey the hull. The survey identified a small crack located at the stern of the hull which was the source of a small release of oil during a recent storm surge that generated strong underwater currents. With the abatement of the storm surge and underwater currents, no oil was detected. Due to inclement weather and poor sea conditions, operations were suspended. In December 2014, sea conditions improved and Coast Guard successfully removed oil from the cofferdam (1270 liters), replaced the cofferdam with another slightly modified unit, placed four weighted seals on the small crack that was discovered at the stern of the vessel, and surveyed the hull. This concluded its pre-winter operations on the "MANOLIS L".

In May 2015, Coast Guard as part of the on-going monitoring of the Manolis L, Canadian Coast Guard Environmental Response conducted scheduled post winter ice operations and successfully removed oil from the cofferdam (594.5 liters) and installed a replacement cofferdam on June 02, 2015. A HD hull survey was also conducted.

In October 2015 CCG were back at the Manolis L site to conduct Pre Winter Ice Operations. This operation follows the schedule in the Monitoring Plan for the Manolis L. Operations consisted of an initial survey of the sealing conduits, hull survey for any additional leaks and the raising and pumping of the cofferdam (446 liters). A refurbished cofferdam was then replaced back on the hull, sealed up with weighted seals and a detailed hull survey was conducted. The survey showed no release of oil.

Since the start of the cofferdam oil removal operations in May 2014 there have been a total of four operations undertaken with a total of 3,610.50 liters recovered.

"MANOLIS L"

"MANOLIS L" was a general cargo vessel built in 1980, owned by Dunnet Bay Shipping, flew the Liberian flag and was classed with Det Norsk Veritas (DNV).

She had the following principle particulars:

Gross Tonnage – 5,453

Deadweight – 7,790

Length Overall – 121.85m

Breadth Moulded– 17.61m

Depth – 9.910m

Draft (summer) – 7.724m

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The Cargo

The vessel was carrying a cargo of newsprint paper at the material time from Botwood and was on voyage to Quebec to top off the cargo before continuing on to Europe. It is reported that cargo was stowed as follows:

No.1 Hold - 1,911 rolls 1,477 tonnes

No.2 Hold - 1,947 rolls 1,513 tonnes

Total Cargo 2,990 tonnes

(Ref: Transport Canada Report April 1985)

Bunkers and Oils

Departure Condition

On departure Botwood, NL the following bunkers were reported as being on board:

Heavy Fuel Oil (IFO 380) **464.4 tonnes**

Diesel Oil **60.9 tonnes**

Lube Oil **22.54 tonnes**

(Ref: Transport Canada Report April 1985)

At The Time of Sinking

At the time of sinking, the bunkers were reported to be:

Heavy Fuel Oil **462.0 tonnes**

Diesel Oil **60.0 tonnes**

(Lube Oil assumed to very similar to departure figure but not stated)

(Ref: Transport Canada Report April 1985)

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Storage of Bunkers

The tables below show where the bunkers and oils might have been stored at the material time.

Heavy Fuel Oil

5.0	Port Inner Double Bottom	63.8
5.1	Starboard Inner Double Bottom	63.8
5.2	Port Inner Double Bottom	64.8
5.3	Starboard Inner Double Bottom	64.8
1.0	Port Inner Double Bottom	92.9
5.4	Port Outer Double Bottom	92.9
5.5	Starboard Outer Double Bottom	93.0
Total		515.4

1.1	Overflow Tank Engine Room	31.0
1.2	Daily Service Port	20.1
1.3	Daily Service Starboard	20.2
1.4	Settling Tank Port	27.3
1.5	Settling Tank Starboard	27.2
Total		125.8

Diesel Oil

Tank No	Description	Capacity (tonnes)
0.1	Starboard Inner Double Bottom	58.0

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0.2	Overflow Tank ER	27.5
0.3	Daily Service/Settling Tank ER	4.8
0.5	Daily Service/Settling Tank ER	4.3
0.7	Storage Tank ER	2.6
0.8	Storage Tank ER	0.9
Total		98.1

Lubricating Oil

Tank No	Description	Capacity (tonnes)
2.0	Lube Oil, Circulating tank ER	2.9
2.1	Bilge Oil, Aft end ER	10.1
2.2	Misc. Oil, Aft end ER	8.7
2.4	Lube Oil, Aft end ER	12.4
2.5	Lube Oil, Aft end ER	12.4
2.6	Cylinder oil, Aft end ER	10.1
2.8	Mud tank, Forward end ER	12.3

Figures 2, 3 & 4 below illustrate the various tanks where oils, ballast and fresh water could be stored.

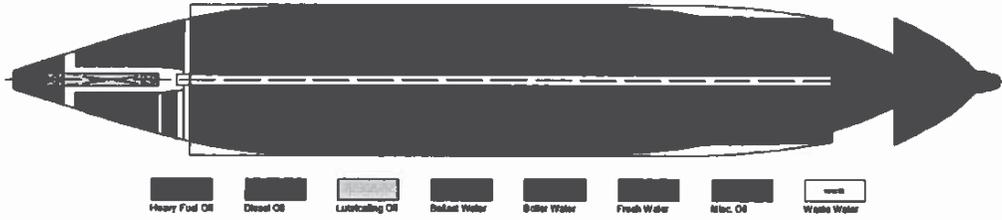


Figure 2 -- Colour Coded Tank Plan

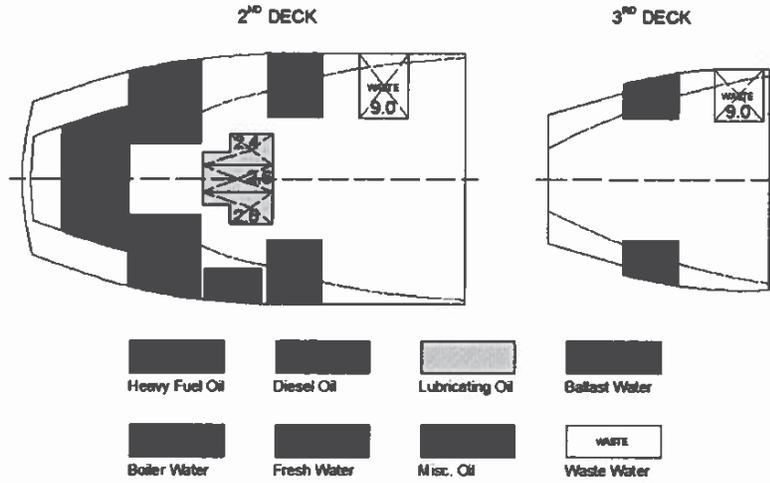


Fig 3 - Extract From Tank Plan Showing Daily Service & Settling Tanks

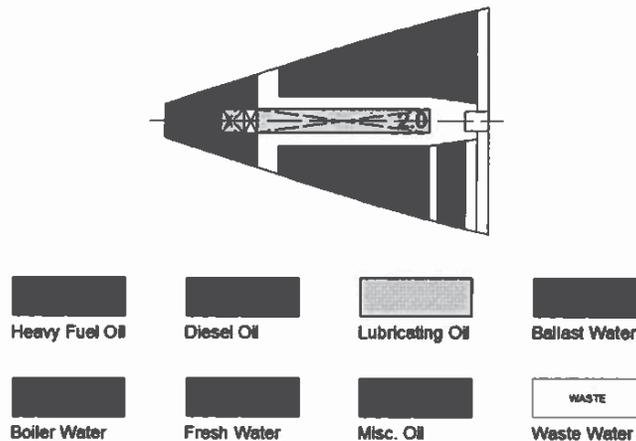


Figure 4 – HFO Overflow Tank

The precise disposition of the bunkers and their quantities at the time of sinking is not known but a considered arrangement suitable for the voyage was provided in the LOC Report dated 28th March 2014 under Section 4.1 of that Report. It will also be appreciated that oil will have migrated within the vessel during the grounding and sinking and subsequently over the passage of time.

Abbreviations

24/7 – Operational 24 hours a day, 7 days a week

CCG – Canadian Coast Guard

ICS – Incident Command System

JHA – Job Hazard Analysis

JSA – Job Safety Analysis

SCR – Special Casualty Representative

HFO – Heavy Fuel Oil

ROV – Underwater Remotely Operated Vehicle

OSC – On-scene Commander

TC – Transport Canada

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EC – Environment Canada

ER – Engine Room

BIMCO – Baltic and International Maritime Council

HSE – Health Safety & Environment

LOC – London Offshore Consultants (Canada) Ltd

3D – Three dimensional

Applicable Documents

As part of this Statement of Work, a series of supporting documentation is being provided to ensure that bidders have all the required information to develop an appropriate proposal and effective work plan. This includes all archival and operational information the CCG has collected since 2013.

The list of supporting documentation is as follows:

- 1) ROV Support Operations Report prepared by Seaforth Geo-surveys Inc. dated July 2014.
- 2) Video Footage of ROV Survey 00001 – 00007 inclusive
- 3) Video footage 00015-00020 – inclusive
- 4) VTS_TS
- 5) VTS 01_1; VTS 02_1; VTS 03_1; VTS 04_1; VTS 05_1;
- 6) VTS 02_1; VTS 02_2
- 7) VTS 01_6; 01_7; 01_8; 01_9
- 8) VTS 01_1; 01_02; 01_3.; 01_04
- 9) Steel plan longitudinal (See Notes 1 & 2 below for plans & drawings information)
- 10) Steel plan main sections
- 11) Tank plan
- 12) General Arrangement - Plan side
- 13) General Arrangement - Plan decks
- 14) Loading plan (deadweight scale) – See Note 2 below
- 15) Sectional areas (2 off)
- 16) Neptun type vessel information
- 17) 10 year hindcast weather
- 18) Reports of Proceedings
- 19) Transport Canada Investigation Report
- 20) Mooring positions on location
- 21) LOC Reports dated February 2014 & January 2015
- 22) 3D images of "MANOLIS L" on sea-floor

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Note 1 - The Owners of "MANOLIS L" are no longer in business and the shipyard is part of another group. Enquiries have been made of owners of a sister vessel owned by Russian interests for additional drawings, and in particular the shell expansion plan, but without success. Bidders are invited to make their own enquiries in this regard should they so wish.

Note 2 - The various drawings obtained for the vessel appear to relate to several different hull numbers and although "MANOLIS L" was one of a large number of similar vessels, it appears from research undertaken that there were slight differences between them. In particular, the fuel tank arrangement and HFO / MDO capacity shown in the Tank Plan, drawing 5-485-00.000.60.06 dated 1980 differs from the arrangement shown in the Loading Plan, drawing 5-481-00.000.60.12 dated 1977. From this research, it is suggested the arrangement and capacities shown in the Loading Plan may be more likely to be an accurate reflection of the arrangement on "MANOLIS L".

Requirements

Task / Technical Specifications

An experienced salvage/offshore contractor (Contractor) is required to conduct a detailed assessment of the hull and oil location and contents within the hull of wreck "MANOLIS L". The following is a detailed description of work to be conducted:

General

Contractor must take into consideration vessel traffic requirements for Blow Hard Rock area throughout the duration of their operation. Blow Hard Rock area is a shipping lane frequented by industry, tourists, bird hunters and fishing vessels and shall remain open throughout the operation. Although an emergency zone will be implemented in the Blow Hard Rock area, Contractor must identify and recommend the size of the emergency zone allowing for safe operations at all times.

1. Contractor shall take all reasonable measures to ensure the operations have minimal impact to the marine environment. CCG will have on-site response resources to deal with any spills that may result from the contractor's operations.
2. The Blow Hard Rock area is a hostile environment known for inclement weather, icebergs and poor holding ground for safe anchoring which limits the operational window for conducting this operation. Bidders will include methods for mitigating these factors in their proposal.
3. Contractor shall run a self-sufficient operation without requiring CCG or other government departmental resources. Contractor is responsible to provide sufficient resources to work continuously on a Twenty four (24) hour seven (7) day a week basis until the completion of the project.
4. Contractor shall be required to provide daily written situation reports, including:
 - a. Description of work accomplished to date;
 - b. Current status (work in progress);
 - c. Future work tasks
 - d. Progress against the projected work schedule
 - e. Issues report.
5. The Contractor shall be required to obtain, mobilize, secure, demobilize and decontaminate all their resources for this operation. Mooring/securing arrangements for the Contractor's resources at the wreck site must have minimal or negligible residual environmental impacts. The Contractor should expect that the CCG and/or CCG representative will be on board the contractor's primary support vessel throughout the conduct of this operation.
6. In order to monitor this operation, the CCG will establish an incident command post (ICP) in Herring Neck, NL. The CCG expects a representative from the contractor to be

present at the ICP in order to provide and interpret information related to hull and oil assessment operations. The contractor's representative may also be required to partake in stakeholder discussions and provide technical details regarding the operation, as required.

7. As this job is considered a federal government work site, the bidder will incorporate all applicable Canadian and provincial standards and regulations in their proposed work to ensure compliance with the conduct of their work. This includes:
 - Canada Coasting Trade Act
 - Canada Labour Code, Part II;
 - Maritime Occupational Health and Safety Regulations;
 - Part 23 of the Occupational Health and Safety Regulations of Newfoundland and Labrador (NL);
 - The applicable Canadian Standards Association Diving Standards
8. In the event of a catastrophic release of oil or other pollutants, the contractor must remain onsite during response operations and carry out the remaining work as specified in their work plan.
9. The contractor is reminded that pursuant to the Canada Shipping Act, 2001, they are responsible for any pollution releases that occur during this operation as a result of their actions that is not directly related to the hull and oil assessment operations.

Task 1 – Hull Assessment Operations

Objective – Mapping the Hull (all video to have audio for reference)

1. Identify areas of damage and their nature and extent relating to tank locations in so far as possible. To be illustrated and duly marked with reference to available ship's plans & drawings (as with all tasks set out below where identification is called for).
2. Identify/confirm reference points of current leak locations.
3. Identify hull frames.
4. Identify tanks and locations.
5. Install patching where any leaks might be found during assessment and in need.
6. Take representative hull thickness measurements throughout hull bottom plating and side shell plating.
7. Confirm water depths at upper side of aft, mid-ship and bow locations for future reference of settlement in seafloor.

8. Conduct soundings survey around the wreck to the seafloor and prepare soundings chart.
9. Conduct 3D multi-beam survey of wreck.
10. Record survey/assessment with high definition video with depth, heading, coordinates, pitch and roll.

Task 2 - Oil location and level Assessment Operation

Objective - Oil Assessment

1. The Contractor is required to conduct an assessment to verify tank locations and the existence of oil in the various tanks and compartments of the wreck and map these locations. Invasive test drilling either by ROV or ROV with saturation dive team is envisaged for this operation although non-invasive means will also be considered.
2. Where possible Contractor to establish/estimate the type and quantity of oil where found. Samples to be drawn during test drilling where oils are found and clearly identified for analysis.
3. The Contractor is to identify oil locations in relation to areas of structural damage and map these locations.

Deliverables

Requirements

Contractor will provide the following within 15 calendar days upon completion of the assessment:

- 1) A detailed written report of the assessment including: 3D multi-beam survey; mapping of the hull; shell plate thickness measurements; damage assessment with due reference to structural features identified; seafloor survey at wreck and immediate vicinity; location of bunkers/oils identified during survey; estimated type and quantities of bunkers/oils identified; identification of areas of potential leakage; any other observations deemed relevant.
- 2) Sketches & plans illustrating findings to be included in above report or appended to same.
- 3) Video footage of assessment in high definition and edited with voice over throughout.

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Source
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Heavy Fuel Oil
Diesel Oil
Lubricating Oil
Ballast Water
Boiler Water
Fresh Water
Misc. Oil
Waste Water
WASTE
2 ND DECK
WASTE
3 RD DECK
WASTE
Heavy Fuel Oil
Diesel Oil
Lubricating Oil
Ballast Water
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ANNEX B

BASIS OF PAYMENT

Basis of Payment

Subject as hereinafter provided, you will be paid the cost reasonably and properly incurred in performance of the work; Harmonized Sales tax extra and to be shown as a separate item on all claims for payment; in accordance with the following:

1. Mobilization: A firm all-inclusive cost of \$ _____
2. Task 1 – Mapping the Hull: A firm all-inclusive cost of \$ _____
3. Task 2 – Oil Location and Level Assessment: A firm all-inclusive cost of \$ _____
4. Demobilization: A firm all-inclusive cost of \$ _____
5. A firm all-inclusive daily rate for weather delays: \$ _____ per day for an estimated 3 days.

Total: \$ _____

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ANNEX C to PART 5 OF THE BID SOLICITATION

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

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

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

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

Complete both A and B.

A. Check only one of the following:

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

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

- A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.
- OR**
- A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture. **OR**
- B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

ANNEX D

INSURANCE REQUIREMENTS

Marine Liability Insurance

1. The Contractor must obtain Protection & Indemnity (P&I) 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 assessed any additional levy, extra assessment or super-assessment by a Worker's Compensation Board, 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 Fisheries and Oceans/Canadian Coast Guard and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
 - c. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - d. 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.
(Contracting officers must insert the following option, if applicable.)
 - e. 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.

*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.

Environmental Impairment Liability Insurance

1. The Contractor must obtain Pollution Legal Liability – Fixed Site Coverage 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 \$10,000,000 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 Pollution Legal Liability – Fixed Site Coverage 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. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - 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. 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.

*Senior General Counsel,
Civil Litigation Section,
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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.

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Errors and Omissions Liability Insurance

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. 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 loss and in the annual aggregate, inclusive of defence costs.
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 following endorsement must be included:

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

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ANNEX E to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.2, the Bidder must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.

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)

ANNEX F

EVALUATION CRITERIA

Mandatory Requirements:

1. The bidder must have 10 years' experience in the Marine Salvage Industry and must demonstrate relevant experience by providing a detailed account of previously completed wreck assessment operations on sunken vessels on two (2) separate occasions.

MET: Yes No

2. Key personnel must have two (2) years relevant experience in salvage operations completed in the last five (5) years.

MET: Yes No

3. The bidder must maintain a recognized Quality Management System. The bidder must provide its certificate as proof of registration with ISO 9001:2008.

MET: Yes No

4. The successful bidder must obtain all permits, licenses and government approvals to conduct the work as specified.

MET: Yes No

5. Bidders must provide a guarantee that the resources identified in the plan are committed and available to support the project for its proposed duration plus a possible extension of 20 days.

MET: Yes No

Bids will be evaluated in accordance with the mandatory requirements as stated above and the bidders detailed proposal required to support them. Bidders are instructed to indicate whether they meet each mandatory criteria listed however, simply checking the boxes above is not adequate. Proposals must include the specified plans and proposal requirements outlined to clearly demonstrate they meet all mandatory requirements. Proposals that are not shown to meet the mandatory criteria will be deemed non-responsive and excluded from further evaluation.

Point Rated Criteria

Bid Detail: Evaluation considerations will include, a review of the following key elements of the bidder's proposal;

- a. Bidders must demonstrate their Understanding of the scope of work.
- b. Bidders must demonstrate their Competency to carry out the specified work.
- c. Bidders must demonstrate their Capability to carry out the specified work.

- d. Bidders must demonstrate their Assessment of Risks and Mitigation methods.
- e. Bidders must demonstrate their Safety and Environmental Programs.
- f. Bidders must identify the time frame required for the completion of the work.

Scoring

Each criterion has 100 points assigned to it. Scores will be assigned from a range of 0 to 100, as defined below:

a. Score 0

Unacceptable: Zero (0) points are awarded to firms in any category in which they fail either to provide any information or provide information which cannot be understood. A Mandatory item which is scored as Zero (0) will be deemed non-compliant.

b. Score 30, 40

Marginal: 30 or 40 points are awarded to responses considered to be marginally acceptable. The bidder has not fully established the capability to perform the requirement and has marginally described its approach.

For example:

- The bid reiterated a requirement, but offered no explanation of how or what was to be accomplished in the Technical Scope of Work.
- The bid offered an explanation of how or what was to be accomplished in the Technical Scope of Work but may have contained inaccurate statements or references which impacted their approach but did not fully negate the technical approach.
- The bid referred to the quality of their organization but the bidder did not supply adequate descriptions of his/her past experience/personnel or provided resumes of people or case histories of work experience that was not relevant.

c. Score 60, 70, 80

Adequate to Good: Varying amounts of points are awarded if the technical bid satisfies the requirement(s) And describes specifically how and /or what is to be accomplished in clear detail.

For example:

- The organizational, personnel and experience section of the bid satisfies the requirement and provided information on the company's capabilities, personal resumes, and case history reports on prior similar type of efforts in clear detail including job names, job responsibilities and types of assignment and the organization people and experience are adequate for the job.
- The technical bid satisfies the requirement and describes specifically how and/or what is to be accomplished, including sample products and illustrative materials (i.e. diagrams, charts, graphs, etc.) where appropriate.

d. Score 100

Outstanding: 100 points are awarded if the bid satisfies the requirements and describes specifically how and what will be accomplished in a superior manner, both quantitatively and qualitatively for their technical approach and the quantity and quality of their previous similar jobs and the experience and training of their personnel.

For example:

- The bid provided an innovative, detailed, cost-saving approach or established by references and presentation of material far superior capability in this area.

Organization of Proposal

The criteria is being evaluated in the following two (2) sections

- A. Project Management & Logistics
- B. Timescale
 - i) Task 1 – Mapping the Hull
 - ii) Task 2 – Oil location and level Assessment

Proposal Format and Content

The bidder must include the following information in their proposal, and provide the bid page number or Section that contains the information for ease of evaluation and verification that the criteria have been met. Simply repeating the statement will not be acceptable. Proposals which do not provide the required information or do not clearly show how they meet the requirement will be deemed non-responsive and not evaluated further.

A) Project Management and Logistics

1. Bidders must demonstrate that they have an organizational plan and chart that clearly depicts the site organization for salvage operations, as well as all personnel involved, their position, roles and responsibilities. The plan should clearly depict effective incident management linkages with the CCG and other agencies/entities integrated at the site level.

The Bidder shall provide details of all key personnel proposed for the operation including any sub-contracted personnel. This should be in the form of summary CVs (not more than 2 pages). At a minimum, key personnel includes, but is not limited to: one (1) project manager, one (1) project supervisor, one (1) dive supervisor, a dive team consisting of 3 members, one (1) ROV operator. In each case, evidence of relevant qualifications is to be provided. 100 Points

Section and Bid Page No. _____

2. Bidder shall provide specific details of all craft proposed for undertaking the required operation and the method of station keeping. The operational limits of the craft and mooring arrangements are to be provided, together with contingency arrangements in the event of inclement weather. 100 Points

Section and Bid Page No. _____

3. Bidders must maintain a recognized Quality Management System. Bidders must provide documentation indicating its registration with ISO 9001:2008. 100 Points

Section and Bid Page No. _____

4. Bidders must provide a detailed site safety plan including hazard monitoring, procedures for initial ongoing job safety analyses / job hazard analyses (JSA/JHA) and medical evacuation procedures in accordance with Canadian and provincial standards and regulations in their proposed work. 100 Points

Section and Bid Page No. _____

5. Bidders must provide a communications plan that will manage communications and reporting functions to keep the Technical Authority continually updated on any urgent matters, work progress, delays and disruptions.

A detailed contingency plan to address any unexpected events which include, but not limited to:

- a. Severe weather;
- b. Equipment breakdown, critical equipment redundancy;
- c. Unexpected events occurring underwater during assessment operations.
- d. A detailed communication plan depicting radio network and frequencies dedicated to supporting command, tactical, logistics and safety communications as well as supporting interface with CCG and other entities on site.
- e. Notification procedures to alert the CCG of discharges or potential discharges; 100 Points

Section and Bid Page No. _____

6. Bidders must provide a draft schedule for the completion of the mobilize/de-mobilization of the SOW. 100 Points

Section and Bid Page No. _____

7. Bidders must demonstrate that they have a plan indicating contractor resource mobilization, securing of vessels (including detailed mooring and / or anchoring arrangements), decontamination, demobilization, and associated milestones. 100 Points

Section and Bid Page No. _____

8. Bidder shall provide full details and specifications of all major items of equipment to be used for the assessment including ROVs, dive spread, drilling equipment, hull measuring equipment, mooring equipment, hydrographic survey equipment, video equipment and proposed weather forecasting arrangements during the operations. 100 Points

Section and Bid Page No. _____

B) TIMESCALE

Bidders should provide best estimate of timescale for the assessment of the wreck and bunkers/oils on board in the form of a Gantt/bar chart identifying all phases of the operations and making due allowance for current/weather downtime or any other potential reasons which might give cause for delays and in particular dive/ROV time delays.

Phases to be identified should include but not be limited to:

- i) Mobilization of all resources to location in readiness to commence.
- ii) Mapping of the hull & seafloor including 3D multi-beam survey

-
- iii) Invasive or non-invasive oils identification in the wreck
 - iv) Demobilization
 - v) Preparation & reporting deliverables

I) Task 1 – Mapping the Hull

1. Bidders must provide a draft schedule for the completion of this phase of the SOW. 100 Points

Section and Bid Page No. _____

2. Bidders must provide a plan to carry out the tasks of mapping the vessel hull as identified in SOW. 100 Points

Section and Bid Page No. _____

3. Bidders must provide a plan to carry out video survey and assessment and 3D multi-beam survey of wreck. 100 Points

Section and Bid Page No. _____

ii) Task 2 – Oil Location and Level Assessment

1. Bidders must provide a draft schedule for the completion of this phase of the SOW. 100 Points

Section and Bid Page No. _____

2. Bidders must provide a plan which meets all the requirements of the specification to carry out the assessment to verify tank and compartment locations and presence of oil. 100 Points

Section and Bid Page No. _____

3. Bidders must provide a plan which meets all the requirements of the specification to establish/estimate oil quantities at locations and provide samples. 100 Points

Section and Bid Page No. _____

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4. Bidders must provide a plan which meets all the requirements of identifying oil locations in relations to areas of damage. 100 Points

Section and Bid Page No. _____

Basis of Selection – Minimum Point Rating

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory technical evaluation criteria; and
 - c. obtain the required minimum of 70 percent overall (1050) of the points for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 1500 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.