



## 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, NF

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

### Vendor/Firm Name and Address

### Raison sociale et adresse du

### fournisseur/de l'entrepreneur

### Issuing Office - Bureau de distribution

PWGSC / TPSGC - Nfld. Region

Cabot Place, Phase II, 2nd Floor

Box 4600

St. John's, NF

A1C 5T2

<b>Title - Sujet</b> Oil Removal Operations	
<b>Solicitation No. - N° de l'invitation</b> F6813-170026/A	<b>Date</b> 2018-01-17
<b>Client Reference No. - N° de référence du client</b> F6813-170026	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$OLZ-012-7000	
<b>File No. - N° de dossier</b> OLZ-7-40174 (012)	<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> <b>on - le 2018-03-19</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Newfoundland Standard Time NST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Hoskins, Nicole	<b>Buyer Id - Id de l'acheteur</b> olz012
<b>Telephone No. - N° de téléphone</b> (709) 772-8192 ( )	<b>FAX No. - N° de FAX</b> (709) 772-4603
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> 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

<b>Delivery Required - Livraison exigée</b> See Herein	<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/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</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, the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification, the Insurance Requirements, the Integrity Provisions – Required Documentation, and any other annexes.

### 1.2 Summary

Public Services and Procurement Canada (PSPC) has a requirement, on behalf of the Canadian Coast Guard (CCG), Department of Fisheries and Oceans (DFO), for the provision of Oil Removal Operations from the wreck of the MANOLIS L.

#### **Background Information**

On January 17, 1985, the general cargo vessel "MANOLIS L" 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 oil (DO) and 22.5 tonnes of lube oil (LO) 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. The Canadian Coast Guard (CCG) conducted an assessment and identified the wreck of "MANOLIS L" as the source of the oil. Subsequent surveys of the wreck identified four 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 oils in the wreck poses a risk to the marine environment.

As such, in April 2016, the CCG initiated measures to conduct a detailed assessment of the wreck and its associated risks. The assessment was carried out by Resolve Salvage & Fire (Resolve) between August 15 and September 5, 2016. Bulk oil was found in two double bottom tanks forward of the engine room, also the engine room space and 3 engine room tanks. Traces of oil were found in 8 additional tanks. A range of oil of between 115 and 150 m<sup>3</sup> was estimated as being on board the wreck where access was possible.

### **Current Requirement**

CCG requires an experienced contractor to remove the oil from the wreck within the summer weather window of 2018, using proven methods and equipment which can execute the operation in a timely manner and with minimum risk of pollution.

The oil recovery operation must commence in early July 2018 in order to take full advantage of the summer season, while bearing in mind the potentially inclement weather conditions encountered off the NE coast of Newfoundland and Labrador throughout the fall and winter months.

An independent Special Casualty Representative (SCR) from the panel at Lloyds will be contracted to advise CCG on aspects relating to Requests for Proposal (RFPs), bid evaluations and oil recovery operations. It will be necessary for the Contractor to work closely with the SCR and CCG representatives in order for this project to be successful.

For further information, please refer to the Statement of Work, attached as 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), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

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 fifteen (15) working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone, or in person.

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## 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) (<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](#) (2017-04-27) 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 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.

## **2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than five (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

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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.



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## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

Due to the nature of the bid solicitation, bids transmitted by epost Connect service will not be accepted.

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

Section I: Technical Bid – five (5) hard copies

Section II: Financial Bid – one (1) hard copy

Section III: Certifications – one (1) hard copy

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 for carrying out the work in a thorough, concise and clear manner.

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 demonstrate their compliance with the technical evaluation criteria by providing substantial information describing completely and in detail how the requirement is met or addressed. Bidders must clearly indicate where the substantial information for each of the technical evaluation criteria can be found.

## **Section II: Financial Bid**

**3.1.1** Bidders must submit their financial bid in accordance with Annex "B" – Basis of Payment. The total amount of Applicable Taxes must be shown separately, if applicable.

### **3.1.2 Electronic Payment of Invoices – Bid**

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

If Annex "C" 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 Risk Mitigation.

## **Section III: Certifications**

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

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## 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. An independent Special Casualty Representative (SCR) from the panel at Lloyds will be contracted to provide advice on aspects relating to the bid evaluations, if required.

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

1. The bidder must have a minimum of ten (10) years' experience in the marine salvage or offshore industry and must demonstrate relevant experience by providing a detailed account of previously completed oil recovery operations from sunken vessels on at least two (2) previous occasions.

**MET:** .....Yes .....No

2. Key personnel must have at least two (2) years' relevant experience in oil recovery operations from sunken vessels or similar operations completed in the last five (5) years and provide details thereof.

**MET:** .....Yes .....No

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

**MET:** .....Yes .....No

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

**AGREED:** .....Yes .....No

5. Bidders must provide a written guarantee that the resources identified in the proposal, or their alternative options in the case of vessels, can be committed and made available to support the project for its estimated duration, plus a possible extension of twenty (20) days.

**MET:** .....Yes .....No

Bids will be evaluated in accordance with the mandatory requirements as stated above and the detailed proposal required to support them. Bidders are instructed to indicate whether they meet each mandatory criteria listed. However, simply checking 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 all the mandatory criteria will be deemed non-responsive and excluded from further evaluation.

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#### **4.1.1.2 Point Rated Technical Criteria**

### **PROPOSAL FORMAT AND CONTENT**

Proposals must address detailed method statements, descriptions and specifications of proposed recovery equipment, craft and personnel; proposals for recovered oil storage and de-canting arrangements, details of delivery for disposal and disposal arrangements by approved organisations, pollution control measures throughout and management of the operations. Time estimates are requested and deliverables required from the contractor are listed.

Bidders 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.

#### **Organization of Proposal**

The criteria is being evaluated in the following four (4) sections:

- A. Method Statement
- B. Oil Discharge and Disposal
- C. HSE
- D. Scheduling

### **A METHOD STATEMENT**

#### **A1: Overall Concept & Development – 20 Points**

1. Provide details of any pre-engineering and the overall concept design.
2. Provide a detailed method statement on a step by step basis of how it is proposed to recover the bulk oil and flush tanks.
3. Confirm the proven use and capability of the proposed system.
4. Provide a detailed risk assessment of the proposed method and how risks identified are mitigated (e.g. potential oil release during heating operations).
5. Provide details of contingency planning within the proposed method including the degree of redundancy provided.

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**A2: Management & Logistics – 15 Points**

1. Provide details of the proposed management and organization for the project with a clear chain of command, positions, roles and responsibilities, and linkages with the CCG and other agencies/entities on site and with the ICP.
2. Provide full details and specifications of primary and back-up ROVs proposed including any operational restrictions.
3. Provide full details and specifications of the prime recovery vessel(s) including operational limits and any constraints.
4. Provide full details of oil storage vessel(s), if not the prime recovery vessel, including operational limits and constraints and available capacities to receive recovered oil and water with a sensible allowance for reserve.
5. Provide details of support craft(s) including operational limits and constraints.
6. Provide full details of any proposed diving intervention, if relevant, including diving equipment and proposed diving team.
7. Provide full details of key personnel proposed to undertake the operation with summary CVs (no more than 2 pages), highlighting relevant qualifications and experience.
8. Provide full details and specifications of primary and support equipment to be used for oil recovery including, but not limited to: operational limits and constraints, heating methods, equipment and facilities; pumping arrangements and details; power packs; hose specifications, their couplings, flanges and connections to the hull and on board the receiving vessel(s) and redundancy/spares in each case.
9. Provide details of optional alternative vessels should contract conclusion time prevent hiring first choice craft.

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**A3: Availability/Suitability of Craft, Personnel & Equipment - 15 Points**

1. Provide confirmation of availability of all components of the proposed spread including prime recovery vessel(s), storage vessel(s), support craft, ROVs, personnel and support equipment.

Provide details of contingency plans if any of the above have to be substituted due to contract timing and the consequential effect on mobilisation.

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#### **A4: Preparation for Oil Recovery – 15 Points**

1. Provide details of mobilization from home base and also at/from local base in Newfoundland; work to be executed at local base; equipment arrival, installation and testing; personnel arrival; functional tests on departure and prior to arrival at site.
2. Provide details of setting up on location, placement of craft in operational and standby/contingency modes.
3. Describe surveys and assessments to be carried out on the hull and surrounding area.
4. Provide details of setting up/preparations for the oil recovery system on the hull and on board the receiving vessel(s).
5. Provide details of the installation of oil recovery equipment on the hull and receiving vessel(s) with particular reference to hull penetrations and fittings, hose connections and security arrangements.
6. Explain how the oil recovery system will be tested prior to use.

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#### **A5: Oil Recovery – 20 Points**

**(Bidder must bid as if all known levels of oil will be removed.)**

1. Provide details of the heating and pumping procedures, anticipated rates, start/stop procedures, blanking arrangements and proposed tank/space pumping sequence.
2. Provide details of station keeping of surface vessels throughout operations.
3. Explain how the recovery will be monitored on the wreck hull, through the water column and receiving vessel(s).
4. Provide details of storage and monitoring/measuring of recovered oil and water during the operations and any oil transfer operations to a separate storage vessel if contemplated.
5. Provide details of proposed de-canting procedures on the recovery vessel(s).
6. Provide proposed arrangements for determining the defined “*end point*”.
7. Provide details of contingency planning, including OSR, to allow for equipment failure, parting recovery hoses, leakage from the hull, inclement weather, failed moorings if used, and any other failures or events which may cause a risk of pollution, bring operations to a halt and/or cause interruptions and delays.

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**A6: Completion of Oil Recovery – 15 Points**

1. Provide details of disconnecting, dismantling and recovering the oil recovery system following completion.
2. Explain proposed procedures for sealing any and all hull penetrations made.
3. Provide details of final survey procedures and clearing site.

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**B OIL DISCHARGE & DISPOSAL**

**B1: Discharge – 60 Points**

1. Provide details of the proposed oil/water discharge location and facilities.
2. Provide details of the discharge operations and methods proposed.
3. Provide details of the processing and onward transportation of the discharged oil.
4. Provide details of the relevant certification of transport contractors to receive and transport the oil/water to the place of disposal.

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**B2: Disposal – 40 Points**

1. Provide details of the proposed facility for oil/water disposal with supporting relevant certification of such facilities in compliance with government rules and regulations.
2. Provide details of the oil/water disposal methods.

**Section and Bid Page No.** \_\_\_\_\_

**C HSE**

**C1: HSE Manual(s) – 35 Points**

1. Provide details of Quality Management System Manual
2. Provide details of Health & Safety Manual

- 
3. Provide details of Site Safety Plan
  4. Provide details of Project Hazard Identification
  5. Provide details of proposed medivac plan.
  6. Provide details of bridging document between contractor and sub-contractors/vessels.

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**C2: Pollution/OSR – 35 Points**

1. Provide details of the management and execution of pollution containment/combustion arrangements during the oil recovery operations including OSR equipment.
2. Provide details of proposed liaison and integration with ICP/CCG during oil recovery operations and any OSR required.

**Section and Bid Page No.** \_\_\_\_\_

**C3: Communications Plan – 30 Points**

1. Provide details of proposed communication plan throughout oil recovery operations between contractor and all parties on site and with ICP

**Section and Bid Page No.** \_\_\_\_\_

**D SCHEDULING**

**D1: Details – 100 Points**

1. Provide a best estimated time scale on a Gantt chart identifying each phase of the operation from commencement of mobilisation to completion of demobilisation and making due allowance for weather delays and any other delays which may be anticipated.
2. State the number of weather downtime days, if any, you are prepared to accept for your account. Extra points will be awarded for bidders willing to accept days on their account.

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**Point Rated Evaluation Sheet**

<b>A METHOD STATEMENT</b>			
	<b>Max Score</b>	<b>Bidder</b>	<b>Comments</b>
<b>A1. Overall Concept &amp; Development</b>	<b>20</b>		
<b>A2. Management &amp; Logistics</b>	<b>15</b>		
<b>A3. Availability/Suitability of Craft, Personnel &amp; Equipment</b>	<b>15</b>		
<b>A4. Preparation for Oil Recovery</b>	<b>15</b>		
<b>A5. Oil Recovery</b>	<b>20</b>		
<b>A6. Completion of Oil Recovery</b>	<b>15</b>		
<b>Sub-total</b>	<b>100</b>		
<b>Weighted sub-total 30%</b>			
<b>B OIL DISCHARGE &amp; DISPOSAL</b>			
<b>B1. Discharge</b>	<b>60</b>		
Location	15		
Method	15		
Storage	15		
Processing & Onward Transportation	15		
<b>B2. Disposal</b>	<b>40</b>		
Location	20		
Sub-contractor	20		
<b>Sub-Total</b>	<b>100</b>		
<b>Weighted Sub-Total (25%)</b>			

<b>C HSE</b>			
<b>C1. Project Specific Manuals/Planning/Procedures</b>	<b>35</b>		
<b>C2. Pollution/OSR</b>	<b>35</b>		
<b>C3. Communications Plan</b>	<b>30</b>		
<b>Sub-total</b>	<b>100</b>		
<b>Weighted Sub-Total 25%</b>			
<b>D SCHEDULING</b>			
<b>D1. Details</b>	<b>100</b>		
Overall Timescale Adequacy	25		
Mobilisation	15		
Setting up on Location	10		
Planned Phases/Time	10		
WDT including current	25		
Unscheduled Days	15		
<b>Sub-Total</b>	<b>100</b>		
<b>Weighted Sub-Total (20%)</b>			

### Scoring

Each criterion has 100 points assigned to it. Within each criterion there are a number of subsections that have assigned point ratings adding up to total the 100 points.

Each of the four (4) criteria is then assigned a weighted subtotal percentage out of 100%.

The points obtained within each criterion are added up out of the possible 100 and then multiplied by the weighted subtotal percentage to determine the awarded point value for each criterion.

For example:

- Criterion A – Method Statement – 100 points – Weighted Sub Total 30%
  - A. 1 – 18
  - B. 2 – 13
  - C. 3 – 13
  - D. 4 – 14

- 
- E. 5 – 18  
F. 6 – 14

Total: 90 points x 30% = **27 points for Criterion A**

The sum of the four values make up the value of the total points awarded for the technical proposal.

For Example:

- Criterion A – 90 Points X 30 % = 27 points
- Criterion B – 85 points X 25% = 21.25 points
- Criterion C – 95 points X 25% = 23.75 points
- Criterion D – 80 points X 20% = 16 points

Total points received for technical proposal = 88

#### **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**

##### **4.2.1 Basis of Selection - Highest Combined Rating of Technical Merit and Price**

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum of seventy (70) points for each of the individual technical evaluation criterion which are subject to point rating. Each rating is performed on a scale of one hundred (100) points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be ninety percent (90%) for the technical merit and ten percent (10%) for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of ninety percent (90%).

5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of ten percent (10%).
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

**Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)**

		Bidder 1	Bidder 2	Bidder 3
<b>Overall Technical Score</b>		115/135	89/135	92/135
<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	<b>Pricing Score</b>	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
<b>Combined Rating</b>		83.84	75.56	80.89
<b>Overall Rating</b>		1st	3rd	2nd

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

An Integrity declaration form must be submitted **only** when:

1. the supplier, one of its affiliates, or a proposed first-tier subcontractor has, in the past three years, been charged with or convicted of a criminal offence in a country other than Canada that, to the best of the supplier's knowledge and belief, may be similar to one of the listed offences in the [Ineligibility and Suspension Policy](#) (the "policy"); and/or
2. the supplier is unable to provide any of the certifications required by the [Integrity provisions](#).

### 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. Please see Annex "F" – Integrity Provisions – Required Documentation.

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## 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](https://www.canada.ca/en/employment-social-development/canada/esdc/labour's) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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 annex titled 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 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 two (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 AND OTHER REQUIREMENTS

### 6.1 Security Requirements

There is no security requirement associated with this solicitation or the subsequent contract.

### 6.2 Financial Capability

*SACC Manual* clause [A9033T](#) (2012-07-16) Financial Capability

### 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 Annex “E.”

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

The Contractor must perform the Work in accordance with the Statement of Work attached at Annex "A" and the Contractor's technical bid entitled \_\_\_\_\_, dated \_\_\_\_\_ (***to be completed upon contract award***).

### 7.2 Standard Clauses and Conditions

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

#### 7.2.1 General Conditions

2035 (2016-04-04), General Conditions - Higher Complexity - Services, 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 Work is to be performed during the period of early July 2018 to \_\_\_\_\_ (***to be completed upon contract award***).

### 7.5 Authorities

#### 7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Nikki Hoskins  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
7<sup>th</sup> Floor, John Cabot Building  
St. John's, NL A1C 5T2

Telephone: (709) 772-8192  
Facsimile: (709) 772-4603  
E-mail address: [Nicole.Hoskins@pwgsc-tpsgc.gc.ca](mailto:Nicole.Hoskins@pwgsc-tpsgc.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 *(to be completed upon contract award)*

The Project Authority for the Contract 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 *(to be completed by the Contractor)*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_

Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_

E-mail address: \_\_\_\_\_

## 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 Payment

### 7.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm prices, as specified in Annex "B" – Basis of Payment, for a cost of \$\_\_\_\_\_ *(to be completed upon contract award)*. Customs duties are included and Applicable Taxes are extra.

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

### **7.7.2 Limitation of Price**

SACC Manual clause C6000C (2017-08-17) Limitation of Price

### **7.7.3 Method of Payment**

SACC Manual clause H1000C (2008-05-12) Single Payment

### **7.7.4 SACC Manual Clauses**

SACC Manual clause A9117C (2007-11-30) T1204 – Direct Request by Customer Department

SACC Manual clause C2000C (2007-11-30) Taxes - Foreign-based Contractor

SACC Manual clause C0711C (2008-05-12) Time Verification

### **7.7.5 Electronic Payment of Invoices – Contract (*as per information provided by the Bidder in Annex “C” Electronic Payment Instruments; will be revised accordingly upon contract award*)**

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)

## **7.8 Invoicing Instructions**

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.

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.

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## 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.

## 7.9.3 SACC Manual Clauses

SACC Manual clause [A0285C](#) (2007-05-25) Workers Compensation

SACC Manual clause [A3015C](#) (2014-06-26) Certifications - 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 Newfoundland and Labrador.

## 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;
- (b) the general conditions 2035 (2016-04-04), General Conditions - Higher Complexity – Services;
- (c) Annex "A" Statement of Work;
- (d) Annex "B" Basis of Payment;
- (e) Annex "C" Electronic Payment Instruments;
- (f) Annex "E" Insurance Requirements;
- (g) the Contractor's bid dated \_\_\_\_\_, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: "* \_\_\_\_\_ *" or "* \_\_\_\_\_ *" as amended on "* \_\_\_\_\_ *" and insert date(s) of clarification(s) or amendment(s)).*

## 7.12 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex "E." 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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### **7.13 SACC Manual Clauses**

*SACC Manual* clause A9068C (2010-01-11) Government Site Regulations

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**ANNEX "A" - STATEMENT OF WORK  
(24 pages, as attached separately)**

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### **ANNEX "B" - BASIS OF PAYMENT**

Subject as hereinafter provided, you will be paid the costs reasonably and properly incurred in the performance of the work, in accordance with the following:

1. Mobilization: A firm all-inclusive cost of \$\_\_\_\_\_
2. Task 1 – Oil Removal and Disposal Operations: A firm all-inclusive cost of \$\_\_\_\_\_
3. Demobilization: A firm all-inclusive cost of \$\_\_\_\_\_
4. A firm all-inclusive daily rate for weather delays: \$\_\_\_\_\_ per day for an estimated three (3) days

#### **TOTAL BID AMOUNT (HST EXTRA):**

**\$\_\_\_\_\_**

Harmonized Sales Tax is extra and to be shown as a separate item on all claims for payment

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### **ANNEX "C" 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)

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## ANNEX "D" 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)



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## **ANNEX "E" - 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 below.

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.

### **1.1 Commercial General Liability Insurance**

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

The Commercial General Liability policy must include the following:

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

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- 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 Insurer will endeavor to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - 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. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
  - n. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

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

**For other provinces and territories, send to:**

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

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

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## 1.2 Marine Liability Insurance

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.

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.

The protection and indemnity insurance policy must include the following:

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

### **For the province of Quebec, send to:**

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

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**For other provinces and territories, send to:**

*Senior General Counsel,  
Civil Litigation Section,  
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234 Wellington Street, East Tower  
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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.

### **1.3 Environmental Impairment Liability Insurance**

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.

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.

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 endeavor 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.

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- 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.

**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*

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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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**ANNEX "F" – INTEGRITY PROVISIONS – REQUIRED DOCUMENTATION**

The Integrity Provisions of the contract require that bidders supply the following:

**List of Names**

- (a) Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s). Bidders bidding as societies, firms, or partnerships do not need to provide lists of names.
- (b) If the required list of names has 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 provide the names within the time frame specified will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.
- (c) The Bidder must immediately inform Canada in writing of any changes affecting the list of names of directors during this procurement process.

**Complete Legal Name of Company** \_\_\_\_\_

**PBN** \_\_\_\_\_

**List of names of the current Board of Directors or Owners:**

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