



Public Works and Government Services Canada  
Travaux publics et Services gouvernementaux Canada

Environment Canada  
45 Alderney Drive  
Dartmouth, NS  
B2Y 2N6

## 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 or attached hereto, the supplies and services listed herein or on any attached sheets at the price(s) set out therefor.

Propositions 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 articles et les services énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

Solicitation No. - N° de l'invitation K4B20-14-0109	Type - Genre	Update - Mise à jour
Solicitation closes - L'invitation prend fin at - à 14:00 ADT on - le 2014-08-25	PWGSC File No. - N° de référence de TPSGC	

Please ensure this area appears in window of return envelope  
S'assurer que cette partie figure dans la fenêtre de l'enveloppe-réponse

Canada

PWGSC-TPSGC 9400-2 (06/2010)

Page 1 of 28

Date of Solicitation - Date de l'invitation 2014-07-14	
Address inquiries to - Adresser toute demande de renseignements à : Carole Daigle carole.daigle@ec.gc.ca	
Area code and Telephone No. Code régional et N° de téléphone 902-426-0935	Facsimile No. N° de télécopieur
Destination 45 Alderney Drive 16th Floor Mail Room Dartmouth, NS, B2Y 2N6	

**Instructions:**  
Municipal taxes are not applicable.

Unless otherwise specified herein by the Crown, all prices quoted are to be net prices in Canadian funds including Canadian customs duties, excise taxes, and are to be F.O.B, including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax is to be shown as a separate item.

**Instructions:**  
Les taxes municipales ne s'appliquent pas.

Sauf indication contraire, énoncée par la Couronne, dans les présentes, tous les prix indiqués sont des prix nets, en dollars canadiens, comprenant les droits de douane canadiens, la taxe d'accise et doivent être F.A.B, y compris tous frais de livraison à la (aux) destination(s) indiquée(s). La somme de la taxe sur les produits et services devra être un article particulier.

Delivery required - Livraison exigée	Delivery offered - Livraison proposée
Vendor Name and Address - Raison sociale et adresse du fournisseur	
Facsimile No. - N° de télécopieur	
Telephone No. - N° de téléphone	
Name and title of person authorized to sign on behalf of vendor (type or print) - Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'impression)	
Signature	Date

## **TABLE OF CONTENTS**

### **TITLE**

#### **PART 1 - GENERAL INFORMATION**

1. Introduction
2. Summary
3. Debriefings

#### **PART 2 - BIDDER INSTRUCTIONS**

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries - Bid Solicitation
4. Applicable Laws
5. Basis for Canada's Ownership of Intellectual Property

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

1. Bid Preparation Instructions

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

1. Evaluation Procedures
2. Basis of Selection

#### **PART 5 - CERTIFICATIONS**

1. Certifications Required Precedent to Contract Award and with the Bid

#### **PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS**

1. Security Requirement

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

1. Statement of Work
2. Standard Clauses and Conditions
3. Security Requirement
4. Term of Contract
5. Authorities
6. Payment
7. Direct Request by Customer Department
8. Invoicing Instructions
9. Certifications
10. Applicable Laws
11. Priority of Documents
12. Insurance Requirements

---

**List of Annexes:**

<b>Annex A</b>	<b>Statement of Work</b>
<b>Annex B</b>	<b>Basis of Selection</b>
<b>Annex C</b>	<b>Mandatory Requirements and Evaluation Criteria</b>
<b>Annex D</b>	<b>Security Requirements Check List</b>
<b>Annex E</b>	<b>Basis of Payment</b>
<b>Annex F</b>	<b>Certification of Availability of Crew Observers</b>
<b>Annex G</b>	<b>Certification of Availability of Vessel and Crew</b>
<b>Annex H</b>	<b>Certification of Vessel and Crew Compliance</b>
<b>Annex I</b>	<b>Certification of Vessel Capability</b>

---

## **TITLE: VESSEL FOR EXPERIMENTAL SEABIRD SURVEY – offshore St. John’s, NL**

### **PART 1 - GENERAL INFORMATION**

#### **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: includes the certifications 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.

#### **2. Summary**

Environment Canada requires a vessel for two separate 1-day experimental seabird surveys, in an area approximately 20 nautical miles offshore from St. John’s, Newfoundland (‘the survey area’).

The vessel will provide transportation to the survey area and follow provided search grid coordinates at a set speed (10 nautical miles per hour) for 8 hours while seabird observers on the bridge attempt to re-sight drift blocks and dead seabirds (previously deployed by another vessel) from the bridge. The objective is to determine how visible dead seabirds are on an open sea by experienced and inexperienced observers. Survey area, search grid coordinates, and survey speed will be confirmed by departmental representatives prior to sailing.

To qualify as an observation platform the vessel must have a bridge height of between 9 m and 15 m and the bridge configuration must have sufficient workspace for four (4) seabird observers on the bridge: two (2) to be stationed in the forward port corner and two (2) to be stationed in the forward starboard corner of the bridge. Observers must have clear view through windows forward and abeam of vessel on both the port and starboard side of the bridge. Counter space for 1 laptop and access to power supply will also be required in either the forward port or starboard corner of the bridge.

During each trip, the vessel will take on a maximum of four (4) supernumerary scientific personnel to conduct seabird observations. In addition, four (4) willing crew will be provided to assist scientific personnel by acting as ‘inexperienced observers’. Inexperienced observers will be required to follow a simplified seabird observation protocol, which will be reviewed prior to sailing. In brief, the protocol involves counting and recording the number of birds and drift blocks observed within a 300m transect perpendicular of the vessel in consecutive 5-minute increments.

To prevent observer fatigue and to maintain data quality, observers will trade off regularly so that only two (2) experienced and two (2) inexperienced observers will be on duty at any one time during the experimental survey.

Maximum time for each trip is 20 hours, which will include boarding and set up, transportation to the survey area, briefing of crew-observers, steaming to start of experimental seabird survey, conducting the survey at 10 nautical miles per hour for 8 hours, and returning to port.

Both 1-day experimental seabird surveys will occur on between September 4, 2014 and October 30, 2014 inclusive. These surveys must be spaced apart by at least 48 hours. It is a condition of the experiment that forecasted visibility be > 500 m and that forecasted conditions be less than or equal to a 3 on the Beaufort Scale (i.e., small waves, becoming longer; fairly frequent white caps; <http://www.ec.gc.ca/meteo-weather/default.asp?lang=En&n=80C039A3-1>). This must be taken into consideration when scheduling (including possible delays due to poor weather), therefore trip dates in September are preferred.

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).

### **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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

## **PART 2 - BIDDER INSTRUCTIONS**

### **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.

#### **1.1 SACC Manual Clauses**

### **2. Submission of Bids**

Bids must be submitted only to Environment Canada (EC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

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

### **3. Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than eight (8) 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.

#### **4. Applicable Laws**

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

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.

#### **5. Basis for Canada's Ownership of Intellectual Property**

Environment Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds: (6.4.1) 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**

#### **1. Bid Preparation Instructions**

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

Section I: Technical Bid three (3) hard copies

Section II: Financial Bid one (1) hard copy

Section III: Certifications three (3) 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 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**

**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.

### **1.3 SACC Manual Clauses**

### **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

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

### **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.

### **1.1 Technical Evaluation**

#### **1.1.1 Mandatory Technical Criteria**

The Mandatory and Point Rated Technical Criteria are included in Annex C – Mandatory Requirements and Evaluation Criteria.

## **2. Basis of Selection**

See Annex B – Basis of Selection

## **PART 5 - CERTIFICATIONS**

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, 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 may render the bid non-responsive or constitute a default under the Contract.

### **1. Certifications Precedent to Contract Award**

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, 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.

#### **1.2 Former Public Servant Certification – (must be completed by all bidders)**

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 FPS, 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 FPS 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.

**5.1.3** Certification of Availability of Crew Observers – See Annex G

**5.1.4** Declaration of Availability of Vessel and Crew – See Annex H

**5.1.5** Declaration of Vessel and Crew Compliance – See Annex I

**5.1.6** Vessel Capability Certification – See Annex J

## **PART 6 - SECURITY**

**6.1** Security Requirements Check List (See Annex D)

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

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

### **1. Statement of Work**

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

### **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.

#### **2.1 General Conditions**

2035 (2013-06-27) General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

### **3. Security Requirement**

**3.1** The following security requirement applies and forms part of the Contract – Security Requirement Check List (SRCL) – See Annex D.

### **4. Term of Contract**

#### **4.1 Period of the Contract**

The period of this contract is from September 4, 2014 – October 31, 2014

#### **4.1 Delivery Date**

All the deliverables (work) must be received (completed) on or before October 31, 2014.

**5. Authorities**

**5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Carole Daigle  
Contracting Officer  
Environment Canada  
45 Alderney Drive  
Dartmouth, NS  
B2Y 2N6

Telephone: 902-426-0935  
Facsimile: 902-426-2690  
E-mail address: [carole.daigle@ec.gc.ca](mailto:carole.daigle@ec.gc.ca)

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

**5.2 Project Authority**

The Project Authority for the Contract will be provided upon Contract award

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.

**5.3 Contractor's Representative**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

## **6. Payment**

### **6.1 Basis of Payment**

Payment for the Work performed shall be made on the following basis:

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

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

Payment is subject to satisfactory performance of the terms and conditions of the contract, approval of the Project Authority, receipt of deliverables, and submission of invoices as per invoicing instructions.

**6.1.2** The Contractor shall not arrange or incur any expenditure(s) on behalf of Canada without prior authorization by the **Contracting Authority**.

### **7.4 SACC Manual Clauses**

A9117C (2007-11-30), T1204 - Direct Request by Customer Department

## **8. Invoicing Instructions**

Invoices are to be sent to the Project Authority, (will be provided upon contract award).

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.

Payment is subject to satisfactory performance of the terms and conditions of the contract, approval of the Project Authority, receipt of deliverables, and submission of invoices after completion of each survey trip, citing contract number K4B20-14-0109. Invoice should provide day of trip with departure and return and detail of charges.

## **9. Certifications**

### **9.1 Compliance**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made

knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

#### **10. Applicable Laws**

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

#### **11. Priority of Documents**

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2013-06-27);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Selection;
- (e) Annex C, Mandatory Requirements and Evaluation Criteria;
- (f) Annex D, Security Requirements Check List
- (g) Annex E, Basis of Payment
- (h) Annex F, Declaration of Availability of Crew Observers
- (i) Annex G, Certification of Availability of Vessel and Crew
- (j) Annex H, Certification of Vessel and Crew Compliance
- (k) Annex I, Certification of Vessel Capability
- (l) the Contractor's bid dated \_\_\_\_\_.

#### **12. Insurance**

G5003C (2014-06-26) – 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 Environment Canada.
  - b. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Environment 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.

- 
- 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. **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.
-

## ANNEX A

### STATEMENT OF WORK

Provide a vessel for two separate 1-day experimental seabird surveys, in an area approximately 20 nautical miles offshore from St. John's, Newfoundland ('the survey area').

The vessel will provide transportation to the survey area and follow provided search grid coordinates at a set speed (10 nautical miles per hour) for 8 hours while seabird observers on the bridge attempt to re-sight drift blocks and dead seabirds (previously deployed by another vessel) from the bridge. The objective of is to determine how visible dead seabirds are on an open sea by experienced, and inexperienced observers. Survey area, search grid coordinates, and survey speed will be confirmed by departmental representatives prior to sailing.

To qualify as an observation platform the vessel must have a bridge height of between 9 m and 15 m and the bridge configuration must have sufficient workspace for four (4) seabird observers on the bridge: two (2) to be stationed in the forward port corner and two (2) to be stationed in the forward starboard corner of the bridge. Observers must have clear view through windows forward and abeam of vessel on both the port and starboard side of the bridge. Counter space for 1 laptop and access to power supply will also be required in either the forward port or starboard corner of the bridge.

During each trip, the vessel will take on a maximum of four (4) supernumerary scientific personnel to conduct seabird observations. In addition, four (4) willing crew will be provided to assist scientific personnel by acting as 'inexperienced observers'. Inexperienced observers will be required to follow a simplified seabird observation protocol, which will be reviewed prior to sailing. In brief, the protocol involves counting and recording the number of birds and drift blocks observed within a 300m transect perpendicular of the vessel in consecutive 5-minute increments. To prevent observer fatigue and to maintain data quality, observers will trade off regularly so that only two (2) experienced and two (2) inexperienced observers will be on duty at any one time during the experimental survey.

Maximum time for each trip is 20 hours, which will include boarding and set up, transportation to the survey area, briefing of crew-observers, steaming to start of experimental seabird survey, conducting the survey at 10 nautical miles per hour for 8 hours, and returning to port.

Both 1-day experimental seabird surveys will occur on between September 4, 2014 and October 30, 2014 inclusive. These surveys must be spaced apart by at least 48 hours. It is a condition of the experiment that forecasted visibility be > 500 m and that forecasted conditions be less than or equal to a 3 on the Beaufort Scale (i.e., small waves, becoming longer; fairly frequent white caps; <http://www.ec.gc.ca/meteo-weather/default.asp?lang=En&n=80C039A3-1>). This must be taken into consideration when scheduling (including possible delays due to poor weather), therefore trip dates in September are preferred.

Within one week of signing the contract, the successful bidder will meet with departmental representative to establish a mutually agreed upon schedule for the two 1-day experiments (including alternate dates in the case of unsuitable weather).

#### **Details of the services to be provided**

1. Provide an appropriate vessel (as defined below in **Operational Requirements**) for marine transportation to and from survey area and to provide observation platform for

- experimental seabird survey following routing provided by scientific personnel (i.e., follow provided coordinates at 10 nautical miles per hour for 8 hours while seabird observers on the bridge attempt to re-sight drift blocks and dead seabirds from the bridge).
2. Provide 4 willing crew members to act as 'inexperienced observers'. Responsibilities will include counting and recording the number of dead birds and drift blocks observed within a 300m transect perpendicular of the vessel in consecutive 5-minute increments for the duration of the experimental survey. Only two crew will be 'on effort' at any one time, rotating off at regular intervals to avoid observer fatigue. The recordings made by the inexperienced crew will be given to the departmental representative (experienced observer) on the vessel at the end of each experiment.

### **Operational Requirements**

1. Vessel must be capable of operating Near Coastal 1 Voyage.
2. Vessel must be in compliance with Transport Canada Regulations and all other municipal, provincial, and federal regulations.
3. A bridge configuration that is suitable for conducting seabird observations:
  - a. Bridge height no less than 9m and no more than 15m.
  - b. Sufficient workspace for four (4) seabird observers stationed in the forward port and forward starboard corners of the bridge.
  - c. Windows with a view forward and abeam of vessel on both the port and starboard side of the bridge.
  - d. Counter for 1 laptop and access to power supply in either the forward port or starboard corner of the vessel.
4. Four (4) crew willing to act as 'inexperienced seabird observers, for each of the 1-day experimental seabird surveys (see **Overview of the Work to be Performed** above for description of duties).
5. Bidder must provide the number of the days that they will have vessels and crew available to conduct two 1-day experiments between September 4, 2014 and October 30, 2014 inclusive. These surveys must be spaced apart by at least 48 hours. Note that it is a condition of the experiment that forecasted visibility be > 500 m and that forecasted conditions be less than or equal to a 3 on the Beaufort Scale (i.e., small waves, becoming longer; fairly frequent white caps; <http://www.ec.gc.ca/meteo-weather/default.asp?lang=En&n=80C039A3-1>). This must be taken into consideration when scheduling (including possible delays due to poor weather), therefore trip dates in September are preferred.

## ANNEX B

### BASIS OF SELECTION

Any proposal not meeting the mandatory requirements will be considered non-responsive and will be given no further consideration.

A contract will be awarded based on best value taking into account technical merit and price for those proposals meeting the mandatory requirements.

The technically responsive proposal that obtains the highest combined rating of technical merit and price (e.g. adding the technical score with the financial score to result in a Total Score) will be recommended for award of a contract.

The total possible technical score is 30, while the total possible financial score 70. Where two or more proposals achieve the identical highest combined technical (30%) and financial (70%) score, the proposal with the lowest **total price** will be recommended for award of a Contract.

*For each proposal:*

**Calculation of Technical Score:** the technical score is calculated by prorating the technical score obtained by the proposal against the total possible score of 30.

$$\text{TECHNICAL SCORE} = \frac{\text{Bidder's TECHNICAL SCORE}}{\text{Total Possible TECHNICAL SCORE}} \times 30 \text{ points}$$

**Calculation of Financial Score:** the financial score is calculated by giving full points (70) to the lowest priced responsive proposal (based on the proposal's **Total Estimated Cost**) and prorating all other responsive proposal financial scores accordingly.

The calculation used to determine points for all other Bidders (other than the lowest) will be Lowest TOTAL ESTIMATED COST (\$) divided by Bidder's TOTAL ESTIMATED COST, multiplied by 70 points, as follows:

$$\text{FINANCIAL SCORE} = \frac{\text{Lowest TOTAL ESTIMATED COST (\$)}}{\text{Bidder's TOTAL ESTIMATED COST (\$)}} \times 70 \text{ points}$$

**Calculation of Total Score:**

[Bidder's **TECHNICAL SCORE** (out of 30 points)] + [Bidder's **FINANCIAL SCORE** (out of 70 points)]

= Bidder's **TOTAL SCORE** (out of 100 points).

**ANNEX C  
MANDATORY REQUIREMENTS AND EVALUATION CRITERIA**

**Mandatory Criteria**

**Yes/No**

1.	Signed declaration that vessel of capability of operating Near Coastal Voyages, Class 1.	
2.	Signed declaration certifying that vessel and crew are compliant with Transport Canada regulations, and all other municipal, provincial, and federal regulations.	
3.	<p>Minimum of five (5) submitted photos of deck and bridge clearly showing sufficient workspace for all personnel on the bridge, for each vessel that may be used for this contract:</p> <ul style="list-style-type: none"> <li>• Sufficient workspace for four (4) seabird observers on the bridge: two (2) to be stationed with chairs in the forward port corner and two (2) to be stationed with chairs in the forward starboard corner of the bridge.</li> <li>• A window with a view forward and abeam of vessel on both the port and starboard side of the bridge.</li> <li>• Counter for 1 laptop and access to power supply in either the forward port or starboard corner of the vessel.</li> </ul>	
4.	Signed declaration stating that four (4) willing crew will be provided to assist scientific personnel by acting as 'inexperienced observers'	
5.	Signed declaration that a vessel will be availability to conduct two 1-day experiments between September 4, 2014 and October 30, 2014 inclusive, on days that suit the operational and weather requirements of this experiment (see <b>Operational Requirements</b> ).	

**ANNEX C (cont'd)**  
**MANDATORY REQUIREMENTS AND EVALUATION CRITERIA**

**Rated Criteria**

		<b>Points</b>
1.	Based upon the schedule of availability provided, points will be awarded as follows for the number of days available:  Number of days that a vessel will be available in September (10 pts per day):  Number of days that a vessel will be available in October (5 pts per day):	

## ANNEX D

### SECURITY REQUIREMENTS CHECK LIST



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat K4B2014-0109
Security Classification / Classification de sécurité

#### SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

<b>PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE</b>	
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine <b>EC</b>	2. Branch or Directorate / Direction générale ou Direction Science and Technology, Wildlife and Landscape Research
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
4. Brief Description of Work / Brève description du travail Provide a vessel for two separate 1-day experimental seabird surveys, in an area approximately 20 nautical miles offshore from St. John's, Newfoundland. The vessel will provide transportation to the survey area and follow provided search grid coordinates at a set speed for 8 hours while seabird observers on the bridge attempt to re-sight drift blocks and dead seabirds from the bridge. The objective is to determine how visible dead seabirds are on an open sea by experienced, and inexperienced observers.	
5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis	
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) / (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès	
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>
Foreign / Étranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion	
No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>	
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information	
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>	
	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
	SECRET / SECRET <input type="checkbox"/>
	TOP SECRET / TRÈS SECRET <input type="checkbox"/>
	TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat  
K4B2014-0109

Security Classification / Classification de sécurité

**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No  Yes  
Non  Oui

If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No  Yes  
Non  Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
Document Number / Numéro du document :

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET- SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:  
Commentaires spéciaux : \_\_\_\_\_

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No  Yes  
Non  Oui

If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No  Yes  
Non  Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  No  Yes  
Non  Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No  Yes  
Non  Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No  Yes  
Non  Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No  Yes  
Non  Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No  Yes  
Non  Oui

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

Canada

**PART C - (continued) / PARTIE C - (suite)**

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COMSEC TOP SECRET / COMSEC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens																
Production																
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat K482014-0109
Security Classification / Classification de sécurité

PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
<b>13. Organization Project Authority / Chargé de projet de l'organisme</b>			
Name (print) - Nom (en lettres moulées) Stephanie Avery-Gomm		Title - Titre Wildlife Biologist	Signature <i>Stephanie Avery-Gomm</i>
Telephone No. - N° de téléphone 709 685 9844	Facsimile No. - N° de télécopieur 709 772 5097	E-mail address - Adresse courriel Stephanie.Avery-Gomm@gmail.com	Date June 18, 2014
<b>14. Organization Security Authority / Responsable de la sécurité de l'organisme</b>			
Name (print) - Nom (en lettres moulées) ROBERT (BOB) BRAUND		Title - Titre FACILITIES MGR	Signature <i>Robert Braund</i>
Telephone No. - N° de téléphone 902-426-1701	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel robert.braund@ec.gc.ca	Date 2014-06-17
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
<b>16. Procurement Officer / Agent d'approvisionnement</b>			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
<b>17. Contracting Security Authority / Autorité contractante en matière de sécurité</b>			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

---

## **ANNEX E BASIS OF PAYMENT**

The price proposal should indicate a detailed breakdown of the total quoted price. The price proposal should address the following:

- Fee per survey trip (for vessel charter – including all crew and observer crew)
- Fee per survey for gas expenses

Contractors should consider all costs in their Financial Proposal.

---

---

**ANNEX F – CERITIFCATIONS**

**Certification of Availability of Crew Observers**

Bidder certifies that four willing crew members will be provided to assist scientific personnel by acting as “inexperienced observers”.

I, \_\_\_\_\_ certify that four willing crew members  
(bidder's name)

will be provided to assist scientific personnel by acting as “inexperienced observers”.

\_\_\_\_\_  
(bidder's signature)

\_\_\_\_\_  
(date)

---

---

**ANNEX G – CERITIFCATIONS**

**Certification of Availability of Vessel and Crew**

Bidder certifies the vessel that will be used to conduct the work and crew will be available to conduct two 1-day experiments between September 4, 2014 and October 30, 2014

I, \_\_\_\_\_ certify that both vessel and crew  
(bidder's name)

will be available to conduct two 1-day experiments between September 4, 2014 and October 30, 2014.

---

---

**ANNEX H – CERITIFCATIONS**

**Certification of Vessel and Crew Compliance**

Bidder certifies the vessel that will be used to conduct the work and the crew are compliant with Transport Canada regulations, and all other applicable municipal, provincial, and federal regulations

I, \_\_\_\_\_ certify that the vessel that will be  
(bidder's name)

used to conduct the work as outlined in the "Statement of Work, Annex A" and the crew are compliant with Transport Canada regulations, and all other applicable municipal, provincial, and federal regulations.

\_\_\_\_\_  
(bidder's signature)

\_\_\_\_\_  
(date)

---

**ANNEX I – CERITIFCATIONS**

**Certification of Vessel Capability**

Bidder certifies the vessel that will be used to conduct the work, as outlined in the “Statement of Work – Annex A” is capable of operating Near Coastal Voyages, Class 1.

I, \_\_\_\_\_ certify that the vessel that will be  
(bidder's name)

used to conduct the work, as outlined in the “Statement of Work – Annex A” is capable of  
operating Near Coastal Voyages, Class 1.

\_\_\_\_\_  
(bidder's signature)

\_\_\_\_\_  
(date)

