



<b>REQUEST FOR PROPOSAL NUMBER:</b>	NRCAN- 5000016201
<b>TITLE:</b>	<b>Multibeam and Sidescan Data Acquisition of Tuktoyaktuk Harbour and Approach</b>
<b>DATE OF SOLICITATION:</b>	June 9, 2015 (Eastern Daylight Savings Time EDT)
<b>SOLICITATION CLOSING DATE AND TIME:</b>	July 20,2015 at 2:00 P.M. (Eastern Daylight Savings Time EDT)
<b>ADDRESS INQUIRIES TO CONTRACTING AUTHORITY:</b>	<b>Julia Armstrong</b> Natural Resources Canada Procurement Officer Email: Julia.armstrong@nrcan-rncan.gc.ca
<b>SECURITY:</b>	<b>There is no security requirement associated with this solicitation.</b>
<b>SEND PROPOSAL TO:</b>	Bid Receiving Unit,  E-mail address: RNCAN_Quebec_bid_soumission@NRCAN.gc.ca  <b>IMPORTANT : PLEASE WRITE THE FOLLOWING INFORMATION IN THE SUBJECT LINE OF THE EMAIL</b>  RFP# 5000016201- <b>Multibeam and Sidescan Data Acquisition of Tuktoyaktuk Harbour and Approach</b>
<b>VENDOR/FIRM NAME AND FULL POSTAL ADDRESS (PLEASE PRINT):</b>	
<b>CONTACT/TELEPHONE/FAX/EMAIL ADDRESS:</b>	
<b>NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ON BEHALF OF BIDDER (PLEASE PRINT):</b>	
<p><b>PROPOSAL TO: NATURAL RESOURCES CANADA</b></p> <p>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 and on any attached sheets at the price(s) set out therefore.</p> <p><b>Signature of Person Authorized to Sign on behalf of Vendor/Firm:</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center;"><b>Date</b> _____</p>	



## REQUEST FOR PROPOSAL (RFP)

FOR

**Multibeam and Sidescan Data Acquisition of Tuktoyaktuk Harbour and Approach**

FOR

**NATURAL RESOURCES CANADA (NRCAN)**

A "Request for Proposal" (RFP) is the solicitation document used to seek proposals or bids from suppliers. The term "Bidder", also called the "Offeror", refers to the potential supplier submitting a proposal or a bid. **The Bidder submitting a proposal may, however, consist of several firms putting one proposal together as a joint venture. In the case of a joint venture, the combined experience of the firms forming the joint venture will be considered for the purposes of determining the Bidders' compliance to the Mandatory and Rated Requirements.**

Wherever the words "Proposal" or 'Bid' appear in this document", each shall be taken to mean the same as the other.

The MANDATORY REQUIREMENTS of this RFP are identified specifically with the words "MANDATORY", "MUST", "ESSENTIAL", SHALL", "WILL", "IT IS REQUIRED", AND "REQUIRED". IF a MANDATORY REQUIREMENT is not complied with, the proposal will be considered NON-RESPONSIVE and will not receive any further consideration. In the context of this RFP, Non-Responsive, Non-Compliant and Non-Valid shall each be taken to mean the same as the other.

**NOTICE TO BIDDERS:** The following documents are enclosed and form part of this bid package:

**RFP #5000016201**, including all Parts, Appendices and Annexes as listed in the Table of Contents below.

The Bidder acknowledges that all of the aforementioned documents were received in its bid package. It is the responsibility of the Bidder to verify the inclusion of all documents, and to obtain copies of any missing items by contacting the Contracting Authority (CA) as identified on Page 1 of this RFP. Failure to obtain any missing document(s) shall not relieve the Bidder from compliance with any obligation imposed by the RFP, nor excuse the Bidder from the guidelines set out therein.



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## Part I: General Information

### 1. INTRODUCTION

The bid solicitation is divided into four (4) parts plus 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 Evaluation Procedures and Basis of Selection:** indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;

**Part 4 Resulting Contract Clauses:** includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Financial Proposal, Technical Evaluation Criteria, Certifications and other annex.

### 2. Summary

By means of this RFP, NRCan is seeking proposals from bidders to survey and collect high resolution multibeam and backscatter data from Tuktoyaktuk Harbour, harbour approach and nearshore area beginning approximately July 22, 2015 to October 31, 2015.

This requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), the Agreement on Internal Trade (AIT), Chile, Colombia, and Panama

## 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>) 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.

**Standard Instructions - Goods or Services - Competitive Requirements 2003 (2014-09-25)** are incorporated by reference into and form part of the bid solicitation with the modifications to the text below. If there is a conflict between the provisions of 2003 and this document, this document prevails.

- **In the complete text content (except Section 3):** *delete* "Public Works and Government Services Canada" and *insert* "Natural Resources Canada". *Delete* "PWGSC" and *insert* "NRCan".
- **Under Subsection 4 and 5 of Section 1 - Code of Conduct and Certifications:** *delete* in its entirety
- **In section 2:** *delete* "Suppliers are required to" and insert "It is suggested that suppliers"
- **Under subsection 4 of Section 5 – Submission of Bids:** *delete* "sixty (60) days" and *insert* "ninety (90) days"



- **Under Subsection 1 of Section 8** - Transmission by Facsimile: **delete** "819-997-9776" and **insert** "613-995-2920"
- **Under Subsection 2 of Section 20**: not applicable.

## 2. SUBMISSION OF BIDS/ BID RECEIVING UNIT ADDRESS

It is the Bidders responsibility to ensure that proposals are delivered to the following location, by the time and date indicated on page 1 of this RFP document:

Natural Resources Canada  
Bid Receiving

[RNCAN\\_Quebec\\_bid\\_soumission@RNCAN-NRCAN.gc.ca](mailto:RNCAN_Quebec_bid_soumission@RNCAN-NRCAN.gc.ca)

**IMPORTANT:** Please write the following information in Subject: RFP #5000016201 **Multibeam and Sidescan Data Acquisition of Tuktoyaktuk Harbour and Approach**

The financial proposal **MUST** be presented in a separate document from the technical proposal.

The address above is reserved for the presentation of the proposals.  
No other communication must be sent there.

**NRCAN will not assume responsibility for proposals directed to any other e-mail address.**

The onus is on the Bidder to ensure that the proposal is delivered to the location above. Not complying with the above instructions may result in NRCAN's inability to ascertain reception date and/or to consider the bid prior to contract award. Therefore, NRCAN reserves the right to reject any proposal not complying with these instructions.

## 3. ENQUIRIES - BID SOLICITATION

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) business 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

To comply with the [Code of Conduct for Procurement](#), bidders are obliged to alert the contracting authority to any factual errors that they discover in bid solicitations.

## 4. BIDDER FINANCIAL CAPABILITY

The Bidder may be required to provide, prior to contract award, specific information with respect to their legal and financial status, and their technical and financial capability to satisfy the requirements as stipulated in this RFP. If requested, financial information to be provided shall include, but not be limited to, the Bidder's most recent audited financial statements or financial statements certified by the Bidder's chief financial officer.



Information requested by NRCAN is to be provided by the Bidder as stipulated in the request by the Contracting Authority.

Should the Bidder provide the requested information to Canada in confidence, while indicating that the disclosed information is confidential, Canada will then treat the information in a confidential manner as provided in the Access to Information Act.

In the event that a proposal is found to be non-responsive on the basis that the Bidder is considered not to be financially capable of performing the subject requirements, official notification shall be provided to the Bidder by NRCAN.

## **5. 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.

## **6. DISCLOSURE OF INFORMATION**

Any information, data and/or Intellectual Property which is provided in a proposal and is demonstrably proprietary to a Bidder, shall be so identified specifically (by paragraph, table, figure) in the proposal, and Natural Resources Canada will endeavor to protect such proprietary information, data and/or Intellectual Property in accordance with the laws of Canada and its normal policies, regulations and procedures. Any financial data and information provided by Bidders for the purpose of this RFP will be treated as "Commercially Confidential" and kept in confidence by Natural Resources Canada unless expressly stated otherwise in this RFP. Such information will not be disclosed, in whole or in part, except on a need-to-know basis for the specific purpose of proposal evaluation and for the activities related to the process of contract award, as applicable. Unless it is required to do so by law, NRCAN will not divulge such data and/or information to any third party.

## **7. CONFLICT OF INTEREST**

If NRCAN determines the successful Bidder to be in a possible conflict of interest situation, the Bidder will be required, prior to entering into a contractual relationship with NRCAN, to disclose any and all holdings and activities that could possibly be in a conflict, real or perceivable, with the mandate and objectives of NRCAN. In the event that NRCAN decides that action is necessary in order to remove such a conflict, the successful Bidder will be required to take such action (which may include divestiture of certain assets or ceasing to perform certain activities) prior to entering into a contractual relationship with NRCAN.

## **8. BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY**

The contract will not result in the development of any intellectual property.

## **9. BID PREPARATION INSTRUCTIONS**

It is requested that bidders provide their bid as three (3) separate pdf attachments as follows:

**Section I:** Technical Bid – 1 copy as a pdf file



**Section II: Financial Bid - 1 copy of a pdf file. Prices related to the current solicitation must appear in the financial bid only and are not to be indicated in any other section of the bid; prices referenced in the financial bid should not to be repeated in any other section of the bid.**

**Section III: Certifications - 1 copy as a pdf file**

No payment shall be made for costs incurred by the Bidder in the preparation and submission of a proposal in response to this RFP.

All fees, associated with the transfer of data or of all documents as may be required by NRCAN as part of the solicitation process, are the responsibility of the Bidder. No costs incurred by the Bidder before receipt of a signed contract or specified written authorization from the Contracting Authority can be charged to any resulting contract.

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) format;
- (b) use a numbering system that corresponds to the bid solicitation.

### **9.1 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 must demonstrate their capability in a thorough, concise and clear manner for successfully carrying out the work as described in the Annex "A" – Statement of Work.

Bidders must respond to government bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the bid or contract documents, and submit bids and enter into contracts only if they will fulfill all obligations of the contract.

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 and may result in a loss of points. 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.

It is the responsibility of the Bidder to obtain clarification of the requirements contained in the RFP, if necessary, prior to submitting a proposal. The Bidder must provide sufficient details in its proposal to substantiate compliance with what is required; all professional experience must be fully documented and substantiated in the proposal(s).

In the event of a proposal submitted through contractual joint venture, the proposal shall either be signed by all members of the joint venture or a statement shall be provided to the effect that the signatory represents all parties of the joint venture. (All members of the joint venture shall be jointly and severally or solitarily liable for the performance of any resulting contract awarded as a result of a joint venture.)

### **9.2 Page 1 of the RFP Document**

It is mandatory that all bidders sign their submitted proposal. It is requested that all bidders complete, sign and date Page 1 of this RFP (including the name of the submitting organization, the name of the authorized signing person, appropriate addresses, telephone and facsimile numbers and business contact) prior to submitting their proposal. As the signature indicates a clear acceptance of the terms and conditions set out in



the RFP, it is the Bidder's responsibility to ensure that the signatory has the authority within its organization to commit the Bidder by making such a contractual offer.

As per article 1 of Part 2, the Bidder hereby agrees, by submitting his/her proposal in response to this RFP, to all the instructions, terms, conditions and clauses detailed herein.

### 9.3 Section II: Financial Bid

Bidders must submit their financial bid in accordance with Annex "C"- Financial Proposal. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

All bids are evaluated in Canadian currency. Therefore, for evaluation purposes, the noon rate quoted by the Bank of Canada as being in effect on date of bid closing will be applied as the initial conversion factor for the specified currency.

Canada will pay the exchange rate adjustment amount in Canadian currency using the prevailing noon rate on the date of payment by Canada.

### 9.4 Section III: Certifications

Bidders must submit the certifications as per Annex "D".

## PART 3 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. EVALUATION PROCEDURES

- (a) Bids will be evaluated in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria and in conjunction with Annex "A" - Statement of Work;
- (b) If the Bidder is deemed non-responsive as a result of evaluation, the bid will be set aside and not considered for contract award.
- (c) The proposed successful bidder will be determined in accordance with the contractor selection method stated in this Part.
- (d) All proposals shall be treated as CONFIDENTIAL and will be made available only to those individuals authorized to participate in the evaluation process. All bidders will be subject to the terms of the *Access to Information Act* and to other applicable law or orders of courts or other tribunals having jurisdiction.
- (e) An evaluation team will evaluate the proposals on behalf of NRCAN. While the evaluation team will normally be comprised of representatives of NRCAN, it *may* also include representatives from other Government Departments and Agencies or third party participants as selected by NRCAN.

### 2. RIGHTS OF NRCAN

NRCAN reserves the right to:

- seek clarification or obtain verification of statements made in a proposal;
- reject any or all proposals received in response the bid solicitation;
- enter into negotiations with bidders on any or all aspects of their proposal;
- accept any proposal in whole or in part without prior negotiation;
- cancel the bid solicitation at any time;
- reissue the bid solicitation;





- verify any or all information provided by the Bidder with respect to the solicitation including references;
- retain all proposals submitted in response to the solicitation;
- declare a proposal non-responsive if NRCan determines during the evaluation phase that the Bidder does not have the legal status, the facilities or the technical, financial and/or managerial capabilities to fulfill the requirements stated herein;
- discontinue the evaluation of any proposal which is determined, at any stage of the evaluation process, to be non-responsive.

**3. BASIS OF SELECTION**

Only those bids that are deemed to be responsive (compliant) will be evaluated under the basis of selection:

**Highest Combined Rating of Technical Merit and Price**

The responsive (compliant) Bidder with the highest combined rating of technical merit (70%) and price (30%) will be recommended for award of a contract. See the following example table below.

Example of 70% Technical Merit and 30% Price Determination			
	Bidder 1	Bidder 2	Bidder 3
Technical Points Achieved by Bidder	88	82	76
Price Quoted by Bidder	\$85,000	\$80,000	\$75,000
CALCULATIONS			
	Technical Points Achieved	Rated Price Points Achieved	Total Points Achieved
Bidder 1	$\frac{88}{*88} \times 70 = 70.00$	$\frac{**75}{85} \times 30 = 26.47$	96.47
Bidder 2	$\frac{82}{*88} \times 70 = 65.23$	$\frac{**75}{80} \times 30 = 28.13$	93.36
Bidder 3	$\frac{76}{*88} \times 70 = 60.46$	$\frac{**75}{75} \times 30 = 30.0$	90.46
* Represents the highest technical score			
** Represents the lowest priced proposal			

**Assumption:** Three responsive (compliant) bids have been received. The maximum technical score that can be obtained is 100 points. The highest technical score and lowest bid price receive full rated percentage and other proposals are pro-rated accordingly.

The winner is the Bidder scoring the highest Total Points as a result of applying the Best Value Calculations to the technical bid and the bid price respectively. Based on the above calculations a contract would be awarded to Bidder 1.

**4. SOLE BID – PRICE SUPPORT**

In the event that the Bidder’s proposal is the sole bid received and is deemed responsive, NRCan may request one or more of the following as acceptable price support:



- a) Current published price list indicating the percentage discount available to the federal government; and/or
- b) Paid invoices for like services sold to other customers; and/or
- c) A price certification statement; and/or
- d) Any other supporting documentation as requested.

## 5. CONTRACT AWARD NOTICE/ BIDDER PROPOSAL EVALUATION DEBRIEFING

A Contract Award Notice (CAN) will be sent to unsuccessful bidders within seventy-two (72) days after award of any contract. Bidders may request and receive a debriefing provided that a written request is received by e-mail at [Julia.armstrong@nrcan-rncan.gc.ca](mailto:Julia.armstrong@nrcan-rncan.gc.ca) no later than 30 calendar days from the sent date of the regret letter.

Bidders are requested to direct any additional questions they may have respecting this competitive bid process to the Contracting Authority detailed herein.

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca). You can also obtain more information on the OPO services available to you at their website at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).

## PART 4 - 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" and the Contractor's technical bid entitled \_\_\_\_\_, dated \_\_\_\_\_. *(To be completed at contract award)*

### 2. PRIORITY OF DOCUMENTS

If there is a discrepancy between the wording of any document that appears 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 - General Conditions - Professional Services - Medium Complexity 2010B (2014-09-25);
- (c) Intellectual Property
- (d) The supplemental general conditions identified herein;
- (e) Annex "A", Statement of Work;
- (f) Annex "B", TECHNICAL Evaluation Criteria
- (g) Annex "C", Financial Proposal
- (h) Annex "D", Certifications
- (j) The Contractor's bid dated \_\_\_\_\_ *(insert date of bid)*

### 3. Term of Contract

#### 3.1 Period of the Contract



The estimated start date of the Contract is July 22, 2015 to October 31, 2015 inclusive.

#### 4. Standard Clauses and Conditions

Notwithstanding that they have not been expressly articulated, all clauses and conditions identified in the Contract by number, date and title are applicable and 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.

##### 4.1 General Conditions

**General Conditions - Professional Services - Medium Complexity 2010B (2014-09-25)** apply to and form part of the Contract with the modifications to the text below. If there is a conflict between the provisions of **2010B** and this document, this document prevails.

- As applicable, replace references to Public Works and Government Services Canada (PWGSC) with Natural Resources Canada (NRCan).

##### 4.2 Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

##### 4.3 Intellectual Property

The contract will not result in the development of any intellectual property.

##### 4.4 Supplemental General Conditions

The following clauses apply to this contract:

###### 4.4.1 Dispute Resolution

###### *Mediation*

If a dispute arising from this contract cannot be settled amicably through negotiation, then the parties agree in good faith to submit the dispute to mediation as administered by the Arbitration and Mediation Institute of Canada Inc. (AMIC). The parties acknowledge receipt of the rules of AMIC. The cost of mediation shall be borne equally by the parties.

###### *Arbitration*

If the parties cannot resolve the dispute through mediation within sixty (60) days, the parties agree to submit the dispute to arbitration pursuant to the Commercial Arbitration Act (Canada). The party requesting such arbitration shall do so by written notice to the other party/parties. The cost of the arbitration and fees of the arbitrator shall be borne equally by the parties. The arbitration shall take place in the city where the contractor carries on business before a single arbitrator to be chosen jointly by the parties. If the parties cannot agree on the choice of arbitrator within thirty (30) days of written notice to submit the dispute to arbitration, each party will choose a representative who will select the arbitrator.

The parties may determine the procedure to be followed by the arbitrator in conducting the proceedings, or may ask the arbitrator to do so. The arbitrator shall issue a written award within thirty (30) days of hearing the parties. The award may be entered in any court having jurisdiction and enforced as a judgment of that court.



### *Meaning of "Dispute"*

The parties agree that the word "dispute" in this clause refers to a dispute of fact or of law, other than a dispute of public law.

Organizations are encouraged to select from one of the following two options:

Option 1: The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act will, on request or consent of the parties to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca).

Option 2: Each party hereby:

- a) consents to fully participate in and bear the cost of any dispute resolution process proposed by the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act to resolve a dispute between the parties respecting the interpretation or application of a term or condition this contract; and
- b) agrees that this provision shall, for purposes of section 23 of the Procurement Ombudsman Regulations, constitute such party's agreement to participate in and bear the cost of such process.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca).

#### **4.4.2 Withholding Tax of 15 Percent** *(if applicable; not required if limited to Canadian suppliers)*

The Contractor agrees that, pursuant to the provisions of the Income Tax Act, Canada is empowered to withhold an amount of 15% of the price to be paid to the Contractor, if the Contractor is a non-resident Contractor as defined in said Act. This amount will be held on account with respect to any liability for taxes which may be owed to Canada.

#### **4.4.3 Foreign Nationals (Canadian Contractor)** *(To be completed at contract award)*

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

**OR**

#### **4.3.3 Foreign Nationals (Foreign Contractor)** *(To be completed at contract award)*

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

#### **4.4.4 Values and Ethics Code**

In carrying out the Work under the terms and conditions of this Contract, the Contractor shall adhere to the provisions and practices of the Values and Ethics Code for the Public service (2003), namely, but not restricted to, the provisions pertaining to Respect for Diversity, Human Dignity and People Values. The following link provides the policy reference. [http://www.tbs-sct.gc.ca/pubs\\_pol/hrpubs/tb\\_851/vec-cve-eng.asp](http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/tb_851/vec-cve-eng.asp)

#### **4.4.5 Closure of Government Offices**



Contractor employees are personnel of the Contractor and are paid by the Contractor on the basis of services rendered. Where Contractor's employees are providing services on government premises pursuant to this contract and the said premises become non-accessible due to evacuation or closure of government offices and consequently no work is being performed as a result of the closure, Canada will not be liable for payment to the Contractor for the period of the closure.

**5. Security Requirement**

There is no security requirement associated with this solicitation.

**6. AUTHORITIES**

**6.1 Contracting Authority** *(To be completed at contract award)*

The Contracting Authority for the Contract is:

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

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

**6.2 Project Authority** *(To be completed at 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. PAYMENT**

**7.1 Basis of Payment**



In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in the contract for a cost of \$ \_\_\_\_\_ (To be completed at contract award), Goods and Services Tax or Harmonized Sales Tax (GST/HST) is extra, if applicable.

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.

**7.2 Method of Payment**

Against invoices submitted upon completion in accordance with the Basis of Payment and certification by the Project Authority that work performance was satisfactory and acceptable.

Payment by Her Majesty, to the contractor, for the work shall be made within thirty (30) days following the delivery and acceptance of all deliverables specified in the contract or the date of receipt of a duly completed invoice, whichever date is the later.

Payment by Canada for the Work will be made following delivery, inspection and acceptance of the Work, and upon presentation of invoices and any other substantiating documentation as Canada requires.

**8. INVOICING INSTRUCTIONS**

Invoices shall be submitted using one of the following methods:

E-mail:

[Invoicing@NRCan.gc.ca](mailto:Invoicing@NRCan.gc.ca)

**Note:**

Attach "PDF" file. No other formats will be accepted

**OR** Fax:

Local NCR region: **613-947-0987**

Toll-free: **1-877-947-0987**

**Note:**

Use highest quality settings available.

Please do not submit invoices using more than one method as this will not expedite payment.

Invoices and all documents relating to a contract must be submitted on the Contractor's own form and shall bear the following reference numbers:

Contract number: **PO #**

**9. CERTIFICATIONS**

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or 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. CONTRACT ADMINISTRATION

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act will review a complaint filed by [the supplier or the contractor or the name of the entity awarded this contract] respecting administration of this contract if the requirements of Subsection 22.2(1) of the Department of Public Works and Government Services Act and Sections 15 and 16 of the Procurement Ombudsman Regulations have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca).



## ANNEX A - STATEMENT OF WORK

### SW.1.0 TITLE

**Contract title: Multibeam and Sidescan Data Acquisition of Tuktoyaktuk Harbour and Approach**

### SW.2.0 BACKGROUND

GSC (Atlantic) Coastal Infrastructure project under Climate Change Geoscience Program (Natural Resources Canada) requires acquisition and post-processing of bathymetric and sidescan (backscatter) data of Tuktoyaktuk Harbour and Approaches (Figure 1). Tuktoyaktuk Harbour has been identified as a valuable natural harbour and has provided a staging and over-wintering area for the offshore oil and gas industry since the early 1970s. The viability of the harbour and community depend on the safe passage of ships through a confined channel leading into the harbour. The only navigable entrance to the harbour is at the east end of Tuktoyaktuk Island where minimum water depths range from 4 to 6 m. Comparison of water depths (circa 1981) and Nautical Charts (circa 1973) to higher resolution multibeam surveys between 2004 indicates recent sedimentation within the approach channel and water deep basins (20 m deep). The bathymetry also revealed keel drag marks on the seabed, suggesting that the water depths are too shallow for the vessels currently using the harbour. Thus there is a pressing need for new bathymetric and seabed information for the harbour and nearshore region. This data will provide information on recent sedimentation (last 10 years) and sediment transport.

### SW.3.0 OBJECTIVES

The survey objectives are to collect high resolution multibeam and backscatter data from Tuktoyaktuk Harbour, harbour approach and nearshore area (extending approximately 2 km offshore, see table one below).

**Contract Period - Estimated leasing period is from approximately JULY 22, 2015 to OCTOBER 31, 2015.** (this included MOB/DEMOB and processing). If survey period is extended due to weather or other circumstance the final product delivery date may also be extended

### SW.4.0 PROJECT REQUIREMENTS

#### SW.4.1 Tasks, Deliverables, Milestones and Schedule

- Contractor will acquire data using industry standard multibeam sonar integrated with high precision motion sensor package and be able to ensure accuracies +/- 30 cm.
- Contractor will ensure that tidal information is recorded and integrated with the dataset.
- Contractor is responsible for full MOB and DEMOB of vessel, personnel and equipment to Tuktoyaktuk.
- Contractor is responsible for accommodations, fuel and all other logistics related to the survey while in Tuktoyaktuk
- Contractor is responsible to ensure that adequate Inuvialuit Beneficiaries and their Beneficiary Firms have opportunities provided where applicable during the survey period.
- Contractor will interact with on-site GSC representative during the survey period.

#### Deliverables

1. Multibeam survey (full coverage)
  1. Gridded bathymetry dataset (1 m or finer resolution)
  2. Processed XYZ,
  3. RAW data (CARIS HDCS) or CARIS importable format
  4. Multibeam backscatter normalized at 45 degrees incidence (XYZ)





2. Sidescan product

1. Full Sidescan Mosaic of study area (geotiff)
2. RAW data (XTF)

3. A final written report describing the survey, equipment, quality control and processing steps.

Schedule

August 2015 for acquisition (the survey has to overlap with other GSC field work that is taking place in the area). All survey work in Tuktoyaktuk Harbour must be complete by August 28<sup>th</sup> 2015 as written in the NWT Scientific Research License (#15607) that was issued to Natural Resources Canada. The final delivery of the data should be no later than October 31<sup>st</sup> 2015. NRCAN representatives will be onsite from August 4-August 27<sup>th</sup> 2015.

You should indicate the dates you will be in the area.

Survey Locations:

Tuktoyaktuk Harbour, harbour approach and nearshore area (see Figure 1 and table below describing survey polygon)

Point	Lat	Long
1	69.4732971	-133.0019989
2	69.4719009	-132.9980011
3	69.4636002	-132.9940033
4	69.4626007	-132.9859924
5	69.4573975	-132.9830017
6	69.4569016	-132.9779968
7	69.4534988	-132.977005
8	69.4524994	-132.9680023
9	69.4515991	-132.9620056
10	69.4431992	-132.9669952
11	69.4378967	-132.9470062
12	69.433403	-132.9539948
13	69.4335022	-132.9600067
14	69.4311981	-132.9689941
15	69.4285965	-132.9700012
16	69.4272995	-132.9680023
17	69.4262009	-132.9609985
18	69.4224014	-132.9600067
19	69.4196014	-132.9660034
20	69.4184036	-132.9649963
21	69.4168015	-132.9620056
22	69.4132996	-132.9689941
23	69.4113998	-132.970993
24	69.4103012	-132.9700012
25	69.4092026	-132.9649963

Point	Lat	Long
40	69.407	-133.002
41	69.4092	-133.004
42	69.4101	-133.001
43	69.4146	-132.998
44	69.4144	-132.993
45	69.4182	-132.99
46	69.4198	-132.984
47	69.4229	-132.989
48	69.424	-132.987
49	69.4233	-132.978
50	69.4236	-132.975
51	69.4244	-132.974
52	69.4345	-132.995
53	69.4352	-132.984
54	69.4378	-132.987
55	69.4384	-132.993
56	69.445	-132.996
57	69.4454	-132.998
58	69.4457	-133.018
59	69.4465	-133.026
60	69.4469	-133.033
61	69.4478	-133.034
62	69.4494	-133.034
63	69.4512	-133.032
64	69.4522	-133.035



26	69.4080963	-132.9660034
27	69.4073029	-132.9720001
28	69.4059982	-132.9720001
29	69.4040985	-132.9819946
30	69.4027023	-132.9839935
31	69.3983002	-132.9830017
32	69.3970032	-132.9839935
33	69.3971024	-132.9889984
34	69.3985977	-132.9900055
35	69.3993988	-132.9859924
36	69.4001999	-132.9869995
37	69.4024963	-133.0010071
38	69.4048996	-133.0010071
39	69.4057007	-133.003006

65	69.4526	-133.033
66	69.4554	-133.034
67	69.4558	-133.028
68	69.457	-133.029
69	69.4566	-133.035
70	69.4557	-133.039
71	69.4525	-133.04
72	69.4484	-133.043
73	69.4437	-133.05
74	69.4408	-133.054
75	69.4474	-133.091
76	69.4706	-133.045
77	69.4707	-133.041
78	69.4733	-133.002

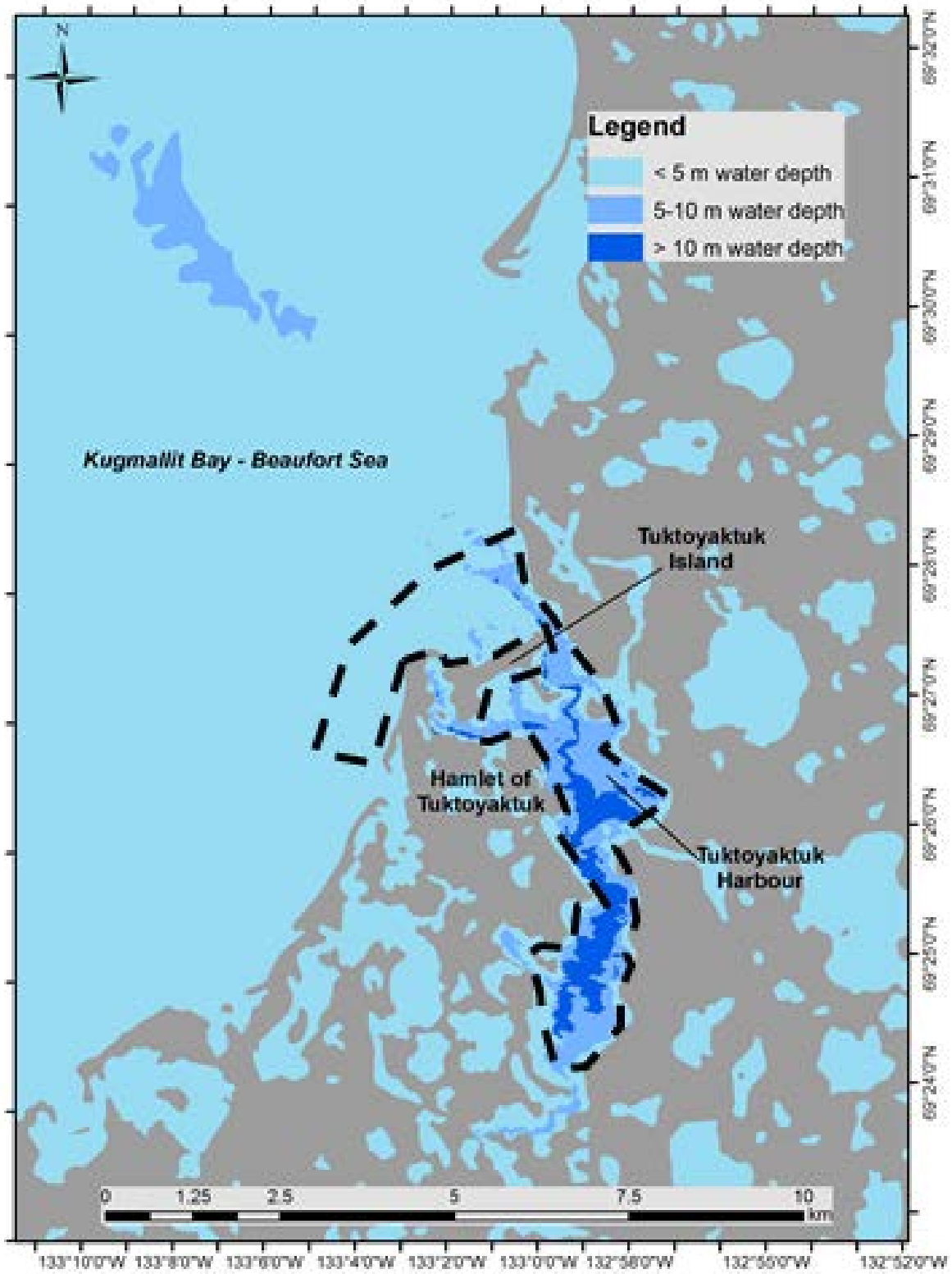


Figure 1: Map of Tuktoyaktuk Harbour and Approach showing required survey area



## SW.4.2 Reporting Requirements

Project Authority will be on site (Tuktoyaktuk) to ensure the contract will be brought in on time, on budget and of an acceptable quality. During the survey period the contractor will address any operational issues with the project authority while on site. The on-site project authority will ask to see daily progress during survey acquisition.

## SW.4.3 Method and Source of Acceptance

All deliverables and services rendered under any contract are subject to inspection by the Project Authority. The Project Authority shall have the right to reject any deliverables that are not considered satisfactory, or require their correction before payment will be authorized. All data will adhere to industry standard survey quality specifications.

## SW.4.4 Specifications and Standards

Contractor will acquire data using industry standard sonar integrated with high precision motion sensor package and be able to ensure accuracies +/- 30 cm. Contractor will ensure that tidal information is recorded and integrated with the dataset.

## SW.4.5 Technical, Operational and Organizational Environment

### The Survey Vessel Used for this work:

The survey vessel must be seaworthy for work in Canada's exposed Arctic waters

The survey vessel must be compliant with transport Canada regulations

The survey vessel engine must be in good running order

The survey vessel must have a shallow draft in order to survey in water depth between 2-25 m.

The survey vessel must be able to operate safely in sea state up to 1.5 m

### The multibeam and/or sidescan sonar:

System must be capable of imaging swath widths of 6-12 times water depth

System should be able to acquire high resolution bathymetry in water depths ranging from 2-25 m.

System must have along track resolution of 5-10 cm.

### The Navigation System:

Must be fully integrated with sonar system

Navigation system must provide real-time heave, pitch, roll and heading information (ie. POS-MV or F180)

System should have close to the following accuracies: position: Horizontal: < 0.1 m, Vertical: < 0.2 m; Roll and

Pitch: < 0.01; Heading: 0.02°; Heave: 5 cm or 5%;

Contractor should provide proof that they are capable of post processing navigation data if necessary.

Contractor will provide results of PATCH test

### Sonar Processing:

Must provide cleaned sonar data

Must integrate with local tide data (If CHS tidal station is OFFLINE it is the responsibility of the contractor to find a suitable replacement)

Must integrate SVP data.

Data has to be compatible with CARIS Hips and Sips

Gridded bathymetry should be dataset 1 m or finer resolution.

Must provide processed XYZ, RAW data (CARIS HDCS) or CARIS importable format

Multibeam backscatter must be normalized at 45 degrees incidence (XYZ)

Must provide a full Sidescan Mosaic of study area (geotiff) and provide raw (XTF) data.



## **SW.5.0 OTHER TERMS AND CONDITIONS OF THE SOW**

### **SW.5.1 Contractor's Obligations**

In addition to the obligations outlined in Section 2 of this Statement of Work, the Contractor shall:

- 1). keep all documents and proprietary information confidential;
- 2). submit all written reports in hard copy and electronic Microsoft Office Word
- 3). attend meeting with stakeholders onsite in Tuktoyaktuk, if necessary;
- 4). participate in teleconferences, as needed;
- 5). maintain all documentation in a secure area.

### **SW.5.2 NRCAN's Obligations**

- access to a staff member who will be available to coordinate activities in Tuktoyaktuk
- provide comments on draft reports within five (5 working days) and/or,

### **SW.5.3 Estimated Period of the Contract**

July 22 to October 31<sup>st</sup> 2015 (which includes vessel and equipment mobilization and data processing)

### **SW.5.4 Location of Work, Work Site and Delivery Point**

Tuktoyaktuk (see Figure 1). All data, final report will be delivered by mail to Project Authority.

### **SW.5.5 Language of Work**

English

### **SW.5.6 Special Requirements**

All permits, licenses and permission for this work have already been acquired by the project authority. Contractor is still responsible for ensuring that all Transport Canada guidelines are met during the survey. Contractor is also responsible for any remediation that is needed if any hazardous material is leaked into the environment.

### **SW.5.7 Insurance Requirements**

It is the sole responsibility of the Contractor to decide whether or not any insurance coverage is necessary for its own protection or to fulfill its obligations under the Contract, and to ensure compliance with required federal, provincial or municipal law. Any such insurance shall be provided and maintained by the Contractor at its own expense.

Any insurance secured is to the benefit and protection of the Contractor and shall not be deemed to release or diminish its liability in any manner including as may be referenced elsewhere by the provisions of this Contract.

## **SW.6.0 Required Resources or Types Of Roles to be Performed**

1. Contractor must show they have experience in acquiring multibeam bathymetry in very shallow water depths (2-20 m).
2. Contractor will have experience working in remote field locations
3. Contractor must have knowledge of working on aboriginal private lands
4. Contractor must use a Transport Canada certified vessel



## **SW.7.0 Applicable Documents and Glossary**

### **SW.7.1 Applicable Documents**

See table and diagram provided

### **SW.7.2 Relevant Terms, Acronyms and Glossaries**

MOB – mobilization of equipment, boat and personnel

DEMOB – demobilization of equipment, boat and personnel



## ANNEX B – TECHNICAL EVALUATION CRITERIA

### B1 MANDATORY TECHNICAL CRITERIA

The Mandatory Criteria listed below will be evaluated on a simple pass/fail basis. Proposals which fail to meet the mandatory criteria will be deemed non-responsive.

Bidders are advised to address each criterion in sufficient depth to permit a complete requisite analysis and assessment by the evaluation team. Proposals failing to adequately respond to the mandatory criteria may be excluded from further considerations. The technical proposal should address each of the criteria in the order in which they appear.

Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
M1	The supplier MUST supply the following with their proposal: <ul style="list-style-type: none"> <li>Transport Canada marine vessel certification</li> </ul>		
M2	The supplier MUST supply the following with their proposal: <ol style="list-style-type: none"> <li>type of sonar, type of navigation system and what post processing software</li> <li>water depth sounding range, and swath width at this depth.</li> <li>it is expected that sample figures will be provided with the proposal. Figures should include images of sample datasets from previous jobs</li> </ol>		
M3	Capable of collecting tidal information own source or CHS Tide gauge		
M4	All data collected with the proposed system MUST be fully compatible with CARIS HIPS processing Suite.		

### Technical Criteria

The criteria contained herein will be used by NRCAN to evaluate each proposal that has met all of the mandatory criteria. Full points of 100 will be given to the contract capable of meeting all criteria as list below.

Maximum point is 100 and minimum point is 60.



Technical Capability	Points
<p><u>Multibeam Echosounder of Tuktoyaktuk Harbour</u></p> <ol style="list-style-type: none"> <li>1. Full motion (heave, pitch roll) integration</li> <li>2. Survey in depth of 2-25 m</li> <li>3. swath widths of 6-12 times water depth</li> <li>4. sonar has along track resolution of 5-10 cm</li> <li>5. &lt; 15 cm vertical/horizontal resolution</li> <li>6. SVP profiler</li> <li>7. Navigation post processing</li> <li>8. able to provide RAW (unprocessed data) of full water column</li> <li>9. Able to complete 100% of survey area</li> <li>10. Able to complete survey in August 2015</li> </ol>	<p>100 POINTS</p>
<p><u>Multibeam Echosounder of Tuktoyaktuk Harbour</u></p> <ol style="list-style-type: none"> <li>1. Full motion (heave, pitch roll) integration</li> <li>2. Survey in depth of 2-25 m</li> <li>3. swath widths of 6-12 times water depth</li> <li>4. sonar has along track resolution of 5-10 cm</li> <li>5. &lt; 15 cm vertical/horizontal resolution</li> <li>6. SVP profiler</li> <li>7. Navigation post processing</li> <li>8. Able to complete 100% of survey area</li> <li>9. Able to complete survey in August 2015</li> </ol>	<p>90 POINTS</p>
<p><u>Multibeam Echosounder of Tuktoyaktuk Harbour</u></p> <ol style="list-style-type: none"> <li>1. Full motion (heave, pitch roll) integration</li> <li>2. Survey in depth of 2-25 m</li> <li>3. swath widths of 6-12 times water depth</li> <li>4. sonar has along track resolution of 5-10 cm</li> <li>5. &lt; 15 cm vertical/horizontal resolution</li> <li>6. Navigation post processing</li> <li>7. Able to complete 100% of survey area</li> <li>8. Able to complete survey in August 2015</li> </ol>	<p>80 POINTS</p>
<p><u>Multibeam Echosounder of Tuktoyaktuk Harbour</u></p> <ol style="list-style-type: none"> <li>1. Full motion (heave, pitch roll) integration</li> <li>2. Survey in depth of 2-25 m</li> <li>3. swath widths of 6-12 times water depth</li> <li>4. sonar has along track resolution of 5-10 cm</li> <li>5. &lt; 15 cm vertical/horizontal resolution</li> <li>6. Navigation post processing</li> <li>7. Able to complete 85% of survey area</li> </ol>	<p>70 POINTS</p>
<p><u>Multibeam Echosounder of Tuktoyaktuk Harbour</u></p> <ol style="list-style-type: none"> <li>1. Full motion (heave, pitch roll) integration</li> <li>2. Survey in depth of 4-25 m</li> <li>3. swath widths of 6-12 times water depth</li> <li>4. sonar has along track resolution of 5-10 cm</li> <li>5. &lt; 15 cm vertical/horizontal resolution</li> <li>6. Navigation post processing</li> <li>7. Able to complete 85% of survey area</li> </ol>	<p>60 POINTS</p>





## ANNEX C – FINANCIAL PROPOSAL

### C1 TAXES AS RELATED TO BIDS RECEIVED

For Canadian-based bidders, prices/rates, as applicable, are requested to be firm (in Canadian funds) with Canadian customs duties and excise taxes as applicable **included**, and Goods and Services Tax (GST) or Harmonized Sales Tax (HST) as applicable, **excluded**;

For foreign-based bidders, prices/rates, as applicable, are requested to be firm (in Canadian funds) and **exclude** Canadian customs duties, excise taxes and GST or HST, as applicable. Canadian customs duties and excise taxes payable by the consignee will be added, for evaluation purposes only, to the prices submitted by foreign-based bidders. If the prices submitted in the financial proposal are not in Canadian Funds the exchange rate in effect on the date of bid closing will be applied for evaluation purposes only.

### C3 PRICING DETAILS TO BE PROVIDED IN FINANCIAL PROPOSAL

The Bidder hereby offers to NRCan, as requested by the Minister, to furnish all necessary expertise, supervision, materials, equipment and other items necessary to performing the work as described in the statement of work of this Request for Proposal and in accordance with the terms and conditions of the Request for Proposal, to the satisfaction of the Minister, or his or her authorized representative, for the following price(s).

Bidders must provide financial details as requested in this Annex. Proposals which do not contain pricing details as requested below shall be considered incomplete and non-responsive.



Firm all inclusive prices/rates, HST/ GST (if applicable) is Extra.

<b>Item No.</b>	<b>Description</b>	<b>Unit of Issue</b>	<b>Firm Unit Price</b>
1	Mobilization of MBES and survey vessel and personnel	total	\$
2	Data Collection includes living expenses for survey personnel	Total	\$
3	De-Mobilization of MBES and survey vessel and personnel	Total	\$
4	Post Processing	Total	\$
			Total Evaluated Price:



## ANNEX D - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

### 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. **Federal Contractors Program – Certification Federal Contractors Program for Employment Equity - over \$25,000 and below \$200,000**

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the *Government Contracts Regulations*. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- (a) ( ) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) ( ) is not subject to the FCP, being a regulated employer under the [Employment Equity Act](#), S.C. 1995, c. 44;
- (c) ( ) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- (d) ( ) has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: \_\_\_\_\_.

Further information on the [FCP](#) is available on the HRSDC Web site.

\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
Date



## 2. Former Public Servant Certification

Contracts with 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 spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

### Definitions

For the purposes of this clause,

"Former public servant" means a 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 and includes:

- (a) An individual;
- (b) An individual who has incorporated;
- (c) A partnership made up of former public servants; or
- (d) 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 Public Service.

"pension" means, in the context of the fee abatement formula, 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 (FPS) in Receipt of a Pension

Is the Bidder a FPS in receipt of a pension as defined above? **YES ( )** **NO ( )**

If so, the Bidder must provide the following information:

- (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 Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **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 reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fee that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

### **3. CONTRACTUAL CAPACITY AND JOINT VENTURE CONTRACTUAL CAPACITY**

The Bidder shall have the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder shall provide a statement indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business.

Joint Venture - a joint venture is an association of two or more parties who temporarily combine their money, property, knowledge, or other resources in a joint business enterprise. There are two types of joint ventures, the incorporated joint venture and the contractual joint venture, i.e., formed through a contractual agreement between the parties. The following information should be provided with the proposal: type of joint venture (incorporated or contractual), the names and addresses of the members of the joint venture.

If a Contract is awarded to a contractual joint venture all members of the joint venture shall be jointly and severally or solitarily liable for the performance of the contract.

#### **Certification**

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.