



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

Bid Receiving/Réception des soumissions

Procurement Hub | Centre d'approvisionnement
Fisheries and Oceans Canada | Pêches et Océans Canada
301 Bishop Drive | 301 promenade Bishop
Fredericton, NB E3C 2M6

Email - courriel: DFOTenders-soumissionsMPO@dfo-mpo.gc.ca

REQUEST FOR PROPOSAL

DEMANDE DE PROPOSITION

Proposal to: Fisheries and Oceans Canada

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

Proposition aux : Pêches et Océans 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 appendices ci-jointes, les biens et les services énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Title – Sujet Vessel and Crew to Support the Fisheries and Oceans Canada (DFO), Maritimes Region, Ocean Monitoring Program – Spring 2017		Date January 27, 2017
Solicitation No. – N° de l'invitation F5211-170018		
Client Reference No. - No. de référence du client F5952-160484		
Solicitation Closes – L'invitation prend fin At / à : 14:00 AST(Atlantic Standard Time) On / le : February 15, 2016		
F.O.B. – F.A.B Destination	GST – TPS See herein — Voir ci-inclus	Duty – Droits See herein — Voir ci-inclus
Destination of Goods and Services – Destinations des biens et services See herein — Voir ci-inclus		
Instructions See herein — Voir ci-inclus		
Address Inquiries to – Adresser toute demande de renseignements à Kimberly Walker Email – courriel: DFOTenders-soumissionsMPO@dfo-mpo.gc.ca		

Delivery Required – Livraison exigée See herein — Voir ci-inclus	Delivery Offered – Livraison proposée
Vendor Name, Address and Representative – Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur:	
Telephone No. – No. de téléphone	Facsimile No. – No. de télécopieur
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 (taper ou écrire en caractères d'imprimerie)	
Signature	Date



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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this bid solicitation

1.2 Statement of Work

The Work to be performed is detailed under Annex A of the resulting contract clauses.

1.3 Debriefings

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

1.4 Procurement Ombudsman

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 opo-boa@opo-boa.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

Revision to Departmental Name: As this solicitation is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

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

The 2003 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Section 01 – Integrity Provisions – Bid of 2003 referenced above is amended as follows:

Delete section 01 in its entirety.

Section 02 – Procurement Business Number – of 2003 referenced above is amended as follows:

Delete section 02 in its entirety.



2.2 Submission of Bids

Bids must be submitted only to Fisheries and Oceans Canada (DFO) 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 DFO will not be accepted.

2.3 Former Public Servant

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

Definitions

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

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

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

"pension" means a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive



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

If so, the Bidder must provide the following information:

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

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 7 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force **in the province or territory where the goods and/or services are to be rendered.**

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.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (one hard copy **OR** one soft copy in PDF format)

Section II: Financial Bid (one hard copy **OR** one soft copy in PDF format)

Section III: Certifications (one hard copy **OR** one soft copy in PDF format)

Please note that DFO prefers receipt of proposals in soft copy to the email address identified on page one of the solicitation. Emails must not exceed 8 MB (if over the limit Bidders are asked to send additional numbered emails)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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) (<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 explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

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

Section III: Certifications

Bidders must submit the certifications required under Part 5.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Please see Annex D for details

4.1.1.2 Point Rated Technical Criteria

Please see Annex D for details

4.1.2 Financial Evaluation

SACC Manual Clause [A0220T \(2014-06-26\)](#), Evaluation of Price (*Bid*)

4.2 Basis of Selection

- 4.2.1 Mandatory Technical Criteria**
SACC Manual Clause (A0031T) ([2010-08-16](#))

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.

5.1 Certifications Precedent to Contract Award and Certifications Required with the Bid

5.1.1 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 inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

5.1.1.1 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](#)"



list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada \(ESDC\) - Labour's website](#).

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

5.1.2 Certifications Required with the Bid

Bidders must submit the following duly completed certifications with their bid.

5.1.2.1 Insurance

The Contractor must forward to the Contracting Authority, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force.

5.1.2.2 Contractor's Representative

The Contractor's Representative for the Contract is:

Name: _____
 Title: _____
 Address: _____
 Telephone: _____
 Facsimile: _____
 E-mail: _____

5.1.2.3 Supplementary Contractor Information

Pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments made by departments and agencies under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T4-A supplementary slip.

To enable the Department of Fisheries and Oceans to comply with this requirement, the Contractor hereby agrees to provide the following information which it certifies to be correct, complete, and fully discloses the identification of this Contractor:

a) The legal name of the entity or individual, as applicable (the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code:

b) The status of the contractor (individual, unincorporated business, corporation or partnership:

c) For individuals and unincorporated businesses, the contractor's SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number:



- d)** For corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown:
-

The following certification signed by the contractor or an authorized officer:

"I certify that I have examined the information provided above and that it is correct and complete"

Signature

Print Name of Signatory



PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to this Contract.

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

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

Revision to Departmental Name: As this contract is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this contract, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

6.3.1 General Conditions

2010C (2016-04-04), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 27 – Integrity Provisions – Contract of 2010C referenced above is amended as follows:

Delete section 27 in its entirety.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from contract award through to May 15, 2017. The Contracted Work will consist of 20 working days, including 16 working days at sea.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Kimberly Walker
Title: Senior Contracting Officer
Department: Fisheries and Oceans Canada
Directorate: Materiel and Procurement Services
Address: 301 Bishop Drive, Fredericton, NB E3C 2M6
E-mail address: DFOtenders-soumissionsMPO@dfo-mpo.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.

6.5.2 Project Authority

The Project Authority for the Contract is **(name to be provided at contract award)**

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.

6.5.3 Contractor's Representative (name to be provided at contract award)

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone : ____ _

Facsimile: ____ _

E-mail address: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Payment

6.7.1 Basis of Payment

6.7.1.1 In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ _____ *(insert amount at contract award)* and Applicable Taxes are extra.

6.7.1.1 All prices and amounts of money in the Contract are exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable, unless otherwise indicated. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims for goods supplied or work



performed and will be paid by Her Majesty. The Contractor agrees to remit to Canada Revenue Agency any GST or HST paid or due.

- 6.7.1.2 Any payment by Her Majesty under this contract is subject to there being an appropriation for the fiscal year in which the payment is to be made.

6.7.2 Limitation of Price

SACC Manual clause [C6000C \(2011-05-16\)](#) Limitation of Price

6.7.3 Single Payment

Canada will pay the Contractor upon completion and delivery of the Work 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.

6.8 Invoicing Instructions

- 6.8.1 Payments will be made provided that:

6.8.1.1 The invoice(s) must be emailed to DFO Accounts Payable, at the email address indicated below:

Email: DFOinvoicing-MPOfacturation@DFO-MPO.GC.CA

6.8.1.2 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.

6.9 Certifications

6.9.1 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.

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

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



6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **the province or territory where the goods and/or services are to be rendered.**

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (a) the general conditions 2010C (2016-04-04), General Conditions - Services (Medium Complexity);
- (b) Annex A, Statement of Work;
- (c) Annex B, Basis of Payment;
- (d) Annex C, Insurance Conditions;
- (e) Annex D, Application Form;
- (f) Annex E, Additional Vessel Conditions
- (g) Annex F, Mandatory Evaluation Criteria

6.12 Procurement Ombudsman

6.12.1 The Contractor confirms that it has read the Code of Conduct for Procurement and agrees to be bound by its terms.

6.12.2 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 \$25,000.00 for Goods and under \$100,000.00 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 opo-boa@opo-boa.gc.ca. You can also obtain more information on OPO services available to you on their website at www.opo-boa.gc.ca.

6.12.3 For further information, the Contractor may refer to the following PWGSC site:

<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>

6.13 Insurance – Specific Requirements G1001C (2013-11-06)

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

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

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



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

6.14 SACC Manual Clauses

SACC Manual clause [A9141C](#) (2008-05-12) Vessel Condition

SACC Manual clause [G5003C](#) (2014-06-26) Marine Liability Insurance



ANNEX "A" STATEMENT OF WORK

TITLE

Vessel and Crew to Support the Fisheries and Oceans Canada (DFO), Maritimes Region, Ocean Monitoring Program – Spring 2017

CONTRACTING PERIOD

Upon contract award through to May 15, 2017. The Contracted Work will consist of 20 working days, including 16 working days at sea.

OBJECTIVE

The Department is seeking availability of a capable non-Canadian Coast Guard (CCG) Oceanographic Research Vessel to conduct its Atlantic Zonal Monitoring Program (AZMP) Spring 2017 ocean monitoring program. Specifically, an Oceanographic Research Vessel is required for 20 days in April 1, 2017, through to May 15, 2017, as per the following time requirements:

- Mobilization at Port of Halifax, Nova Scotia, CANADA – **2 days**
- Monitoring Survey on the Scotian Shelf, including Cabot Strait, located in the offshore of Nova Scotia, CANADA – **16 days** at sea
- Demobilization at Halifax, Nova Scotia, CANADA – **2 days**

The AZMP Spring 2017 ocean monitoring program needs to be conducted during this time period to allow for comparability of data and results with previous annual surveys conducted at this time and location.

BACKGROUND

The Science Branch, Fisheries and Oceans Canada (DFO) Maritimes Region, Dartmouth, Nova Scotia, CANADA, requires the complete services of an Oceanographic Research Vessel charter (vessel and crew) to deliver its AZMP in the Spring of 2017, to operate within the offshore waters of Nova Scotia, CANADA. The monitoring program was implemented with the aim of increasing DFO's capacity to understand, describe, and forecast the state of the marine ecosystem, and to quantify the changes in the ocean's physical, chemical, and biological properties.

The AZMP Spring 2017 ocean monitoring program will consist of up to 55 water sampling stations (e.g., Conductivity, Temperature, Depth (CTD), nets, and water bottle samples). This sampling will consist of the core AZMP with sampling up to 160 nm offshore and to depths of 2000 m. The area of operation is the offshore waters of the Scotian Shelf, inclusive of the Cabot Strait in the northeast to Browns Bank in the southwest. This annual Spring monitoring program typically is carried out using CCG Oceanographic Research Vessels. In Spring 2017, however, CCG Oceanographic Research Vessels are not available for this program due to lifecycle maintenance.

REQUIREMENTS

The Statement of Work outlines all mandatory and asset requirements that an Offshore Research Vessel considered to be capable of completing during the AZMP Spring 2017 ocean monitoring program will include. The Bidder must provide proof of Contractor capability and vessel's capacity to meet all mandatory requirements. Copies of all relevant certificates must be included in a Bidder's submission. Should a Bidder not provide this information, the Contracting Authority may follow-up with the Bidder to get the information for verification purposes.

Mandatory Requirements

Vessel Requirements

- The vessel must be of steel hull construction and at least 45 metres (m) [150 feet] in overall length.
- The Bidder must provide a copy of the vessel's *Unlimited Voyage* certificate or international equivalent.



- The vessel must have valid Transport Canada Safety Inspection Certificates or international equivalents.
- The vessel certificates and lifesaving equipment must be sufficient for the crew and 12 scientific personnel (12 individuals).
- The vessel must accommodate 12 scientific personnel (12 individuals) required for the duration of the mission.
 - provide sleeping accommodations;
 - provide a minimum of 3 on-board meals per day;
 - provide drinking water; and
 - provide flushing toilets, sinks, shower's and hot water.
- The vessel must have an oceanographic water-sampling system that consists of:
 - 12-bottle oceanographic rosette with 10- or 12-litre (L) bottles;
 - a launch and recovery system (LARS) – winch and a crane or A-frame – to launch and recover the oceanographic rosette;
 - 2000 m, minimum, of conducting cable on the winch;
 - a Seabird Electronics SBE 911Plus CTD system (DFO may provide additional sensors to be interfaced to the CTD); and
 - enough work space on deck for handling the rosette before launching and for sampling bottles following upon its recovery.
- The vessel must have a winch with 1200 m, minimum, of suitable wire rope or cable and a LARS – winch and a crane or A-frame – to deploy and recover DFO's zooplankton nets (vertical net) on one side of the ship (port or starboard).
- The vessel must have a minimum available working deck space of 36 m² [400 ft²]. This area must not have any obstructions.
- The vessel must provide laboratory space for sample processing, with a total minimum area of 20 m² [215 ft²].
- The vessel must provide a stable (120V) power supply for up to 10 DFO computers in the lab(s).
- The vessel must have a local area network (LAN) for up to 10 DFO computers in the lab(s).
- The vessel must provide access to navigation data (National Marine Electronics Association (NMEA) data strings for position, speed, and heading) in the lab(s) for logging by DFO computers and instruments.
- The vessel must have sufficient space for storing DFO equipment and sample boxes (minimum 20 m³ [700ft³]).
- The vessel must provide two freezers (4-ft x 2-ft x 2-ft and 3-ft x 2-ft x 2-ft or equivalent volume) and a standard-sized refrigerator for storage of scientific samples only.
- The vessel must have an Acoustic Doppler Current Profiler (ADCP) and data acquisition system.
- The vessel must provide a real-time method to detect when the CTD rosette is approaching 5 m above the ocean bottom (10 m in rough weather), in order to stop the winch before the CTD rosette hits the ocean bottom.
- The vessel must have a sufficient seating area in the wheelhouse suitable for the observation of whales and birds throughout the daylight period, each day at sea.



Captain and Crew Requirements

- Captain and crew who can speak the English language must be available for each shift to ensure successful communication with scientific personnel.
- Crew must provide a familiarization tour of the ship for scientific personnel and inform them of safety equipment and procedures, ensuring the safety of equipment and personnel throughout duration of the contract, and provide safe working areas on the ship.
- Crew must be willing to assist with the loading and unloading of science equipment as required (e.g., shipboard crane operations, manual lifting if necessary, etc.).
- Crew must be willing to deploy/recover and/or assist with the deployment/recovery of oceanographic measurement devices and sea sampling equipment according to information provided by the Senior Scientist.

Vessel and Crew Availability Requirements

- The vessel and crew shall be available for the full period of the contract.
- The vessel and crew must be able to stay at sea for a period of up to 16 days.
- The vessel and crew must be willing to berth at various ports around Nova Scotia, CANADA.
- The vessel and crew shall accommodate two 12-hour science personnel shifts (0600h-1800h and 1800h-0600h). Crew deckhand(s) must be available to operate winches and cranes during each science personnel shift. A ship-supplied science equipment technician will be on board and available to science staff for the duration of the Contract.

Asset Equipment

- Availability of a multi-beam sounder and acoustic/sonar system, such as a SIMRAD EK60 at 3 frequencies, used to assess the abundance of zooplankton, with operation by a vessel-supplied technician.

SUPPORT AND EQUIPMENT PROVIDED BY CANADA

In support of the successful completion of the AZMP Spring 2017 ocean monitoring program, DFO will provide the following personnel, equipment, and mission planning information:

- DFO will provide 12 scientific personnel (12 individuals) for the survey;
- DFO will provide a mission plan;
- DFO will provide zooplankton nets and other sampling instruments required for the program; and
- Prior to the commencement of the Contract, the Senior Scientist shall submit a written tentative Mission Plan that shall include:
 - date, time, and point of departure;
 - estimated time at sea;
 - estimated date, time, and point of arrival;
 - anticipated cruise track, including all station positions and area of operation;
 - statement of all scientific operations to be carried out; and
 - list of all scientific apparatus to be taken on board the vessel.

TIMEFRAME AND DELIVERY REQUIREMENTS

April/mid May, 2017* – Mobilization: board the vessel at the port of Halifax, Nova Scotia, CANADA

- DFO equipment loading, installation of laboratories, and safety inspection(s) (**2 days**)



April/mid May, 2017* – Conduct the ocean monitoring survey of the Scotian shelf and Cabot Strait (in the offshore of Nova Scotia)

- Scientific survey activities along predetermined sampling lines/stations (**16 days**)

April/mid May 2017* – Demobilization: return to the port of Halifax, Nova Scotia, CANADA

- Unloading of DFO equipment and survey samples (**2 days**)

****** Specific dates and times for Mobilization, Departure, Arrival, and Demobilization will be determined in consultation with the vessel operator upon Contract award.**

LICENSES AND PERMITS

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



ANNEX "B" BASIS OF PAYMENT

The tender shall provide an all-inclusive cost on a 'Day' basis for the provision of all professional services, including all associated costs necessary to carry out the required work.

Payment will be made for costs reasonably and properly incurred in the performance of the work, in accordance with the Contractor's cost proposal and the Statement of Work.

All vessel operating costs: the cost of food for Fisheries and Oceans Canada (DFO) personnel and the crew, vessel maintenance and repair costs, fuel and oil, vessel transit to/from the Port of Halifax, Nova Scotia, CANADA, and any vessel wharf fees for the duration of the mission are the responsibility of the Contractor.

Contract Period – Starting in April 2017 for 20 days

Total daily all Inclusive operating cost for the vessel for the provision of all professional services, including all associated costs necessary to carry out the required work:

Total Daily Cost \$ _____ in Canadian dollars (excluding HST/GST if applicable)



ANNEX "C" INSURANCE CONDITIONS

1. The Contractor must obtain Protection & Indemnity (P&I) insurance that must include excess collision liability and pollution liability. The insurance must be placed with a member of the International Group of Protection and Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the [Marine Liability Act](#), S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by Worker's Compensation as detailed in paragraph (2.) below.
2. The Contractor must obtain Worker's Compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the Territory or Province or state of nationality, domicile, employment, having jurisdiction over such employees. If the Contractor is assessed any additional levy, extra assessment or super-assessment by a Worker's Compensation Board, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.
3. The Protection and Indemnity insurance policy must include the following:
 - a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b) Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Fisheries and Oceans Canada and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
 - c) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - d) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - e) Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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



Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.



ANNEX "D" APPLICATION FORM

Vessel and Crew to Support the Fisheries and Oceans Canada (DFO), Maritimes Region, Ocean Monitoring Program – Spring 2017

APPLICATION FORM

The Oceanographic Research Vessel named _____ is hereby offered for services, by the undersigned, and on the date of signature by the owner(s), is equipped as listed and described below:

1. NAME OF OWNER(S) Address Phone

2. NAME OF CAPTAIN(S) Address Phone

3. NAME OF BOSUN(S) Address Phone

4. DESCRIPTION OF VESSEL

(COPY OF REGISTRATION AND ALL CERTIFICATES MANDATORY WITH SUBMISSION)

Registration No. _____

Present Moorage (i.e., where can vessel be inspected) _____

Unlimited Voyage certificate or international equivalent _____

Transport Canada Safety Inspection Certificates or international equivalents _____

Year Constructed _____

Length _____ Beam _____ Draft _____

Hull Construction Material _____

Engine Type (Gas or Diesel) _____

Fuel Capacity _____



Fuel Consumption at cruising speed _____

Cruising Speed _____ Top Speed _____

Range at Cruising Speed (nautical mile) _____

Fresh Water Capacity _____

Fresh Water Capacity in Days _____

Number berths of for research personnel (in addition to captain and crew) _____

Availability of: Flushing toilets _____ sinks _____ showers _____
hot water _____

Number of on-board meals per day for research personnel _____

Power supply _____

Local area network _____

Shifts worked (e.g., two 12-hour shifts per day) _____

NOTE: A RECENT COLOUR PHOTOGRAPH IS REQUIRED, WHICH CLEARLY REFLECTS THE PRESENT APPEARANCE OF THIS VESSEL.

5. DESCRIPTION OF EQUIPMENT

Note: Give make and model and describe (see Vessel and Additional Requirements as noted in the Statement of Work).

12-bottle oceanographic rosette with 10- or 12-litre (L) bottles _____

A-frame _____

Winch(es) _____

Length of conducting cable on the winch(es) _____

Crane(s) _____

Crane(s) load capacity _____

Seabird Electronics SBE 911Plus CTD _____

CTD bottom detection depth in calm seas: _____ rough seas: _____

Multi-beam sounder and acoustic/sonar system _____

Acoustic Doppler Current Profiler (ADCP) and data acquisition system _____

Ability to deploy/recover zooplankton nets (vertical net) on one side of the ship _____



Working deck space (by squared-area) _____

Laboratory space (by squared-area) _____

Equipment storage space (by squared-area) _____

Freezers _____

Refrigerator _____

Number of research computers vessel can support _____

Access to navigation data _____

Seating area in wheel house for marine observation _____

6. EXPERIENCE

(COPY OF ALL CERTIFICATES MANDATORY WITH SUBMISSION)

Vessel

a) Experience

Briefly describe experience as it relates to supporting operational oceanographic research from a research vessel within past two years, including oceanographic water-sampling (i.e., CTD) operations (e.g. number of research cruises, research locations, etc.):

Multiple horizontal lines for text entry.

Captain(s)

(Please copy and complete following section for any additional / alternative "Captain". Note that in the event where there are additional Captains, in addition to the primary Captain, each Captain will be scored separately on each his / her own merits / experiences / qualifications and an average will be applied to the final score. Add additional lines where needed.

Name of Captain _____

Language(s) spoken _____



a) Experience

Briefly describe experience as it relates to supporting operational oceanographic research from a research vessel within past two years, including oceanographic water-sampling (i.e., CTD) operations (e.g. number of research cruises, research locations, equipment used/measurements made, etc.):

Bosun(s)

(Please copy and complete following section for any additional/alternative "Bosun". Note that in the event where there are additional Bosuns, in addition to the primary Bosun, each Bosun will be scored separately on each his/her own merits/experiences/qualifications and an average will be applied to the final score.) Add additional lines where needed.

Name of Bosun _____

Language(s) spoken _____

a) Experience

Briefly describe experience as it relates to supporting operational oceanographic research from a research vessel within past two years, including oceanographic water-sampling (i.e., CTD) operations (e.g. number of research cruises, research locations, equipment used/measurements made, etc.):



7. HEALTH AND SAFETY PLAN

The contractor is required to provide Fisheries and Oceans Canada with a comprehensive health and safety plan that is consistent with Transport Canada Safety Inspection Certificates or international equivalents. The plan will describe safety equipment and procedures, how the safety of equipment and personnel throughout duration of the contract will be ensured; and provide safe working areas on the ship. The plan will also outline how all insurer guidelines and requirements will be addressed in relation to all aspects of the work that will be required during the charter. Please include as much detail as possible covering all aspects of your safety plan such as emergency contacts, notification/check-in procedure, etc.

*****If you wish to add in more lines in any section please do so. ****

Signature of (primary) Captain _____

Signature of Registered Owner(s) _____

Note: Where the vessel is not owned by a company and there is more than one owner, all must sign.

PLEASE ENSURE THAT YOU HAVE PROVIDED ALL REQUIRED INFORMATION AND DOCUMENTATION



ANNEX "E" ADDITIONAL VESSEL CONDITIONS

1. The Contractor must keep and maintain the vessel, engines, gear and equipment in good and sufficient repair for the duration of the Contract and must pay for all necessary repairs, renewals and maintenance.
2. The Contractor must:
 - 2.1 indemnify and save harmless Canada from and against any claim for loss or damage to the vessel or any other property, engines, gear, or equipment, arising from the charter, and for injury or property of persons aboard the vessel, excepting any injury or damage to property of Canada's employees or agents;
 - 2.2 ensure that the operations are only carried out by Canada's authorized representatives as specified by the Project Authority;
 - 2.3 ensure that approved personal floatation devices for all persons on board are in readily accessible positions at all times;
 - 2.4 ensure that the use or possession of illegal drugs or alcohol is prohibited. If any member of the crew is found under the influence of such drugs and/or intoxicants while on duty, it will be cause for termination of the Contract for default.
3. If the vessel is disabled or is not in running order or is laid up without the consent of Canada, then Canada will not be liable for payment for the hire of the vessel during this period. If this period exceeds one week, Canada may terminate the Contract immediately for default.
4. If any gear or equipment necessary for the efficient operation of the vessel for the purpose of the Contract is not in good working order for any period of time, then the payment of hire will cease for the lost time, and if during the voyage the speed is reduced by a defect in or breakdown of any part of the hull, machinery or equipment, the time lost will be deducted from the hire. Canada will be the sole judge of the capability of the vessel.
5. If the vessel is unable to operate safely in the work area because of sea or weather conditions, as agreed to by the representative of the Contractor and the representative of Canada, then the charter for the day will be terminated and a pro-rated payment made to the Contractor for that period engaged in the Work in accordance with the terms of the Contract.
6. If the particulars furnished by the Contractor and set out in the Contract are incorrect or misleading, Canada may, at Canada's discretion, terminate the Contract for default.
7. If the vessel is lost or damaged to such an extent as to justify abandonment as for a constructive total loss, Her Majesty may terminate the Contract.
8. The Contractor, by these presents, does hereby remise, release and forever discharge Her Majesty and all employees of Her Majesty from all manners of action, claims or demands, of whatever kind or nature that the Contractor ever had, now has or can, shall or may hereafter have by reason of damage to or personal injury, or both as a result of or in any way arising out of the acts or omission of Her Majesty or employees of Her Majesty pursuant to the terms and conditions of the Agreement or any Contract.
9. The Contractor acknowledges and agrees that this Agreement or any Contract shall in no way replace, substitute or derogate from any of the rights powers if Her Majesty pursuant to the Fisheries Act of Canada or any other statute, law or regulation of Canada.
10. If a provision or term or condition of this Agreement or any Contract is wholly or partially invalid, this Agreement or Contract shall be interpreted as if the invalid provision, term or condition had not



been a part of this Agreement or Contract.

11. The Contractor shall permit Her Majesty all access and egress that is request by Her Majesty to accomplish all inspections deemed necessary by Her Majesty to administer the terms and conditions of this Agreement or Contract.
12. The vessel shall not participate in a commercial fishery while under the terms and conditions of this Agreement or Contract.
13. The Contractor certifies that any price/rate shown herein has been computed in accordance with generally accepted accounting principles applicable to all like products or services sold by the Contractor, that such price / rate is not in excess of the lowest price / rate charged anyone else including their most favoured customer for like quality and quantity of the service, and does not include the provision for discount or commission to selling agents.



ANNEX "F" EVALUATION CRITERIA

Proposals will be evaluated in accordance with the Mandatory Criteria detailed herein. Bidders' Proposals must clearly demonstrate that they meet the entire requirement in the Statement of Work and Mandatory Criteria for the Proposal to be considered for further evaluation. Proposals not meeting the Statement of Work and Mandatory Criteria will be excluded from further consideration.

The Bidder may include the following tables in their proposal, indicating that their proposal meets the Mandatory Requirements, and providing the proposal page number or section that contains information to verify that the Mandatory Criteria have been met.

The Bidder must submit the completed Contractor's Application Form, which will be used for verification purposes.

Bidders must provide proof of Contractor capability and vessel's capacity to meet the Statement of Work and Mandatory Criteria. Copies of all relevant certificates must be included in the bid submission. Should a Bidder not provide this information, the Contracting Authority may follow-up with the Bidder to get the information for verification purposes.

A vessel inspection will take place after contract award, prior to starting the survey.

MANDATORY CRITERIA	YES	NO
Vessel and Gear		
The Bidder must provide a copy of the vessel's <i>Unlimited Voyage</i> certificate or international equivalent.		
The Bidder must provide proof that the vessel has experience conducting oceanographic water-sampling (i.e., CTD) operations within the last 2 years.		
Captain and Crew		
The Bidder must provide proof that the Captain(s) of the vessel possesses a certificate of competency that meets or exceeds the operation for size (gross tonnage) of the vessel and the area of Work (<i>Unlimited Voyage</i> or international equivalent).		
The Bidder must provide proof that the Captain(s) and Bosun(s) have experience conducting oceanographic water-sampling (i.e., CTD) operations within the last 2 years.		
The Bidder must provide proof that all crew members have valid MED-A1, or greater, certificates, or equivalent certificates, and first aid training.		
The Bidder must provide documentation from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with all conditions including Insurance Requirements.		
Health and Safety		
The bidder must provide a Health and Safety Plan that is consistent with Transport Canada Safety Inspection Certificates or international equivalents.		



ASSET EQUIPMENT	YES	NO
Vessel and Gear		
Availability of a multi-beam sounder and acoustic/sonar system, such as a SIMRAD EK60 at 3 frequencies, used to assess the abundance of zooplankton, with operation by a vessel-supplied technician.		

BASIS OF SELECTION:

Proposals MUST meet the entire requirement in the Statement of Work and Mandatory Criteria to be considered technically responsive. Those not meeting the Statement of Work and Mandatory Criteria will not be considered further.

Cost Evaluation

For those proposals identified as being technically responsive, the lowest cost proposal will be awarded the contract.