



**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  
 200 Kent Street, Station 9W072  
 200 rue Kent, Poste 9W072  
 Ottawa, Ontario  
 K1A 0E6

Email - courriel: [beverly.shawana@dfo-mpo.gc.ca](mailto:beverly.shawana@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).

<b>Title – Sujet:</b> <b>Vessel and Crew to Support Fisheries and Oceans Canada – Fall 2017 Gulf of St. Lawrence and Estuary Monitoring Program</b>		<b>Date</b>  September 21, 2017
<b>Solicitation No. – N° de l'invitation</b> FP802-170206		
<b>Client Reference No. - No. de référence du client</b> FP834-170100		
<b>Solicitation Closes – L'invitation prend fin</b> <b>At /à : 14:00 EDT(Eastern Daylight Time)</b>  <b>On / le: October 06, 2017</b>		
<b>F.O.B. – F.A.B</b> Destination	<b>GST – TPS</b> See herein — Voir ci-inclus	<b>Duty – Droits</b> See herein — Voir ci-inclus
<b>Destination of Goods and Services – Destinations des biens et services</b> See herein — Voir ci-inclus		
<b>Instructions</b> See herein — Voir ci-inclus		
<b>Address Inquiries to – Adresser toute demande de renseignements à</b> Beverly Shawana <b>Email – courriel:</b> <a href="mailto:beverly.shawana@dfo-mpo.gc.ca">beverly.shawana@dfo-mpo.gc.ca</a>		
<b>Delivery Required – Livraison exigée</b> See herein — Voir ci-inclus	<b>Delivery Offered – Livraison proposée</b>	
<b>Vendor Name, Address and Representative – Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur:</b>  		
<b>Telephone No. – No. de téléphone</b>	<b>Facsimile No. – No. de télécopieur</b>	
<b>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)</b>  		
<b>Signature</b>	<b>Date</b>	



**TABLE OF CONTENTS**

Table of Contents

**PART 1 - GENERAL INFORMATION ..... 3**

1.1 SECURITY REQUIREMENTS .....3

1.2 STATEMENT OF WORK.....3

1.3 DEBRIEFINGS .....3

1.4 PROCUREMENT OMBUDSMAN .....3

**PART 2 - BIDDER INSTRUCTIONS ..... 3**

2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS .....3

2.2 SUBMISSION OF BIDS.....4

2.3 FORMER PUBLIC SERVANT.....4

2.4 ENQUIRIES - BID SOLICITATION.....5

2.5 APPLICABLE LAWS.....5

**PART 3 - BID PREPARATION INSTRUCTIONS..... 6**

3.1 BID PREPARATION INSTRUCTIONS .....6

**PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION ..... 7**

4.1 EVALUATION PROCEDURES.....7

4.2 BASIS OF SELECTION.....7

**PART 5 - CERTIFICATIONS..... 8**

5.1 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND CERTIFICATIONS REQUIRED WITH THE BID.....8

**PART 6 - RESULTING CONTRACT CLAUSES ..... 11**

6.1 SECURITY REQUIREMENTS .....11

6.2 STATEMENT OF WORK.....11

6.3 STANDARD CLAUSES AND CONDITIONS.....11

6.4 TERM OF CONTRACT .....11

6.5 AUTHORITIES .....11

6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS .....12

6.7 PAYMENT .....12

6.8 INVOICING INSTRUCTIONS .....13

6.9 CERTIFICATIONS .....13

6.10 APPLICABLE LAWS.....14

6.11 PRIORITY OF DOCUMENTS .....14

**6.12 PROCUREMENT OMBUDSMAN.....14**

**6.13 INSURANCE – SPECIFIC REQUIREMENTS G1001C (2013-11-06) .....14**

**6.14 SACC MANUAL CLAUSES .....15**

**ANNEX "A" STATEMENT OF WORK ..... 16**

**ANNEX "B" BASIS OF PAYMENT ..... 24**

**ANNEX "C" INSURANCE CONDITIONS ..... 25**

**ANNEX "D" ADDITIONAL VESSEL CONDITIONS ..... 27**

**ANNEX "E" EVALUATION CRITERIA ..... 29**



## **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](mailto: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](http://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)* (<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 5 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

## 2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force **in 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 E for details

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

Please see Annex E 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.

### 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](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 November 30, 2017.

### 6.5 Authorities

#### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Beverly Shawana  
Title: Senior Contracting Officer  
Department: Fisheries and Oceans Canada  
Directorate: Materiel and Procurement Services  
Address: 200 Kent Street, Station 9W081  
Ottawa, Ontario K1A 0E6  
Telephone: 613-949-1490  
Facsimile: 613-991-4545  
E-mail address: [Beverly.shawana@dfo-mpo.gc.ca](mailto:Beverly.shawana@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](mailto: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, Additional Vessel Conditions;
- (f) Annex E, Application Form and 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](mailto: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](http://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

### 1.0 Scope

#### 1.1 Title

Vessel and Crew to Support Fisheries and Oceans Canada – Fall 2017 Gulf of St. Lawrence and Estuary Monitoring Program

#### 1.2 Introduction

Fisheries and Oceans Canada is seeking availability of a capable non-CCG Oceanographic Research Vessel to conduct its fall 2017 Gulf of St. Lawrence and Estuary Monitoring Program. Specifically, an Oceanographic Research Vessel is required for 32 consecutive days from contract award through to the end of November 2017 (days at sea and mob/demob days).

The science mission will involve two back to back surveys. The first Leg of the mission will be dedicated to the Eutrophication in the St. Lawrence Estuary survey that aims to characterize the causes and understand the impacts of estuarine eutrophication. The second Leg of the mission will be dedicated to the Gulf of St. Lawrence Monitoring Program that will collect data 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.

#### 1.4 Objectives of the Requirement

The overarching objective of the mission is to collect and analyse the biological, chemical, and physical field data that are necessary to (1) characterize and understand the causes of oceanic variability at the seasonal, inter-annual, and decadal scales, (2) provide multidisciplinary data sets that can be used to establish relationships among the biological, chemical, and physical variables, (3) provide adequate data to support the sound development of ocean activities, and (4) understand the phenomena of estuarine eutrophication. The study area includes the waters of the Saguenay River and the Estuary and Gulf of St. Lawrence, including Cabot Strait, Belles-Isle Strait, Jacques-Cartier Strait and the Southern Gulf.

### 1.5 Background, Assumptions and Specific Scope of the Requirement

#### 1.5.1 Background

The Science Branch, Fisheries and Oceans Canada, Quebec Region, Mont-Joli, Québec (DFO Québec), CANADA, requires the complete services of an Oceanographic Research Vessel charter (vessel and crew) to deliver its fall 2017 Gulf of St. Lawrence and Estuary Monitoring Program. The program is usually carried out from Canadian Coast Guard (CCG) vessels. However, no CCG oceanographic vessels are available in the fall of 2017.

#### 1.5.2 Scope

The scope of work for this mission at sea is divided into two legs according to the two surveys to be conducted.

#### **Leg 1: Eutrophication in the St. Lawrence Estuary Survey**

This survey will involve conducting operations at designated stations within a sampling grid in the St. Lawrence Estuary and Saguenay Fjord to study phenomena related to estuarine eutrophication (approx. 10 days). Water column profiles (CTD data) and water samples will be collected using a CTD-Rosette system and will allow for the measurement of different biological and physico-chemical properties of the water column. During the survey, data on marine bird abundance and distribution will also be collected.

#### **Leg 2: Gulf of St. Lawrence Monitoring Program**

This program aims at 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. A description of the seasonal patterns in the





distribution of phytoplankton (microscopic plants) and zooplankton (microscopic animals) in relation to the physical environment provides important information about organisms that form the base of the marine food web.

The study area covers the Gulf of St. Lawrence, including Cabot Strait, Belles-Isle Strait and Jacques-Cartier Strait. The program will involve conducting sampling operations at 46 designated stations along 7 transects + 31 other oceanographic stations (approx. 18 days). Operations will include collecting water column profiles (CTD data) and water samples with a CTD-Rosette system. Zooplankton will be collected using a V-Net. Operations will also include the recovery and redeployment of several oceanographic moorings. During the survey, data on marine bird abundance and distribution will also be collected.

To conduct the Eutrophication in the St. Lawrence Estuary and Gulf of St. Lawrence Monitoring Program, DFO requires a scientific research vessel that can remain at sea for a minimum of 14 consecutive days without calling port, conduct scientific operations 7 days per week and 24 hours per day, accommodate a minimum of 13 scientific staff from DFO, and is equipped to deploy and recover scientific instruments, such as a CTD-Rosette, sampling nets and oceanographic moorings.

## 2.0 Requirements

### 2.1 Tasks, Activities, Deliverables and Milestones

The Statement of Work outlines all requirements that an Offshore Research Vessel will include to be considered capable of completing the fall 2017 Gulf of St. Lawrence and Estuary Monitoring Program. The Bidder must provide proof of Contractor capability and vessel capacity to meet all mandatory requirements. Copies of all relevant certificates must be included in a Bidder's submission as proof. References to certificates (e.g., listed in Curriculum vitae) are not considered proof, as they cannot be substantiated. The onus is on the Bidder to submit all information and proof needed to clearly demonstrate that a requirement is met. This information must be included in the bid package and properly referenced from the table in Annex E.

### 2.2 Specifications and Standards

#### Section A: Mandatory Requirements

##### Vessel Certification and Documentation

- The Bidder must provide an unconditional, valid copy of the vessel's Transport Canada certificate Minimum Safe Manning Document – Convention with a Trading Area of Unlimited Voyage, or international equivalent, for the duration of the contract.
- The Bidder must provide a valid copy of the vessel's Transport Canada (or recognized organization) Safety Management Certificate or international equivalent.
- The Bidder must provide a valid copy of the vessel's Transport Canada (or recognized organization) Safety Equipment Certificate or international equivalent.
- The Bidder must provide documentation from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded the contract as a result of the bid solicitation, can be insured in accordance with all conditions including Insurance Requirements.
- The Bidder must provide proof (copy) that the Captain(s) of the vessel possesses a valid certificate of competency that meets or exceeds the operation for size (gross tonnage) of the vessel and the area of Work (Unlimited Voyage or international equivalent).
- The Bidder must provide proof (copies of certificates) that all crew members have valid Marine Emergency Duty (MED) A1 certificates or Standard for Training, Certification and Watchkeeping (STCW Basic Safety).
- The Bidder must provide a copy of the vessel's Health and Safety Plan that is consistent with Transport Canada Safety Inspection Certificates or international equivalents



### Vessel Particulars

- The Vessel must be equipped for continuous operations for a period of up to 14 days (e.g., endurance range of Vessel, provisions, water making system, etc.).
- The Vessel must be able to accommodate a minimum of 13 scientific personnel (individual consisting of both genders) for the duration of the mission. This includes:
  - provide sleeping accommodations (minimum of 13 berths and max of 4 person/cabin);
  - provide a minimum of 3 on-board meals per day, and;
  - provide drinking water, toilets, sinks, showers and hot water.
- The Vessel must have sufficient lifesaving equipment for both the crew and the scientific personnel.
- The Vessel must be equipped with a LAunch and Recovery System (LARS) for the DFO supplied oceanographic CTD-Rosette package (approx. 100kg). The LARS would consist in:
  - a winch with a minimum of 650m of mono-conductor electromechanical cable;
  - a marine crane or A-frame to launch and recover the CTD-Rosette package, and;
  - a dedicated work space on the working deck for handling the rosette before launching and for sampling water bottles upon its recovery.
- The Vessel must be equipped with a launch and recovery system to deploy and recover zooplankton nets (V-net) on one side of the ship (port or starboard) or on the stern. The LARS would consist in:
  - a marine crane or A-frame to launch and recover the nets;
  - a metering block;
  - a winch with 650m of electromechanical cable (4 conductors). If no winch is available, space must be provided to install a DFO supplied winch with the following specifications: 1) weight 1000kg, 2) winch base plate is 1.4m x 1.4m with  $\frac{3}{4}$  inch diameter bolt holes but can also be welded to deck, and 3) require 240V 1 phases, 20 Amp.
- The Vessel must be equipped with a marine crane on the stern capable of lifting a minimum of 3000kg to be used for buoy operations (Viking buoys: 2.2x2.2x4.5m) and mooring operations.
- The Vessel must be equipped with a mooring winch (or capstan) capable of lifting 3000 kg that is positioned in-line for use with the fantail A-frame or marine crane on the stern **OR** the Vessel must provide space to install a DFO supplied mooring winch with the following specifications: 1) weight 2500kg, 2) winch base plate is 2m x 2m with  $\frac{3}{4}$  diameter bolt holes but can also be welded to deck, and 3) require 460V 3 phases, 30 Amp.
- The Vessel must provide a minimum working deck space of 40m<sup>2</sup> for mooring operations.
- The Vessel must provide a minimum of 10m x 5m deck space for the storage of mooring equipment and 2 scientific buoys (Viking buoy: 2.2x2.2x4.5m).
- The Vessel must provide either interior or containerized laboratory space on deck for sample processing with a total minimum area of 300ft<sup>2</sup> and have:
  - bench space to accommodate water sample extraction/preparation;
  - a minimum of two (2) sinks in the laboratory area: one sink with a freshwater supply and one sink with a seawater supply. The sinks must have the ability to dispose of seawater.
- The Vessel must provide a -80 °C freezer with 3 ft<sup>3</sup> of storage space or have sufficient dry space to accommodate a DFO supplied -80 °C freezer (95x70x170cm).

### 2.3 Technical, Operational and Organizational Environment

N/A

### 2.4 Method and Source of Acceptance

N/A



## **2.5 Reporting Requirements**

N/A

## **2.6 Project Management Control Procedures**

N/A

## **2.7 Change Management Procedures**

N/A

## **2.8 Ownership of Intellectual Property**

Delivery of goods/services does not lead to the creation of intellectual property

## **3.0 Other Terms and Conditions of the SOW**

### **3.1 Authorities**

Project Authority Name to be provided upon contract award.

### **3.2 DFO Obligations**

In support of the successful completion of this mission, DFO and its partners will provide the following personnel, equipment, and mission planning information:

- DFO will provide a total of 13 scientific personnel for the survey, including a Chief Scientist;
- DFO will ensure that all science personnel are medically fit to undertake the mission;
- Prior to the commencement of the Contract, the Chief Scientist shall submit a draft 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
  - a list of all scientific apparatus to be taken on board the vessel.
- DFO will provide sampling instruments required for the program :
  - Rosettes
  - Zooplankton nets
  - Mooring equipment
  - Scientific buoys
  - If needed, electric winches
  - If needed : -80°C freezer (3' x 2' x 2', 120V, 15 Amp)

### **3.3 Contractor's Obligations**

Vessel and Crew

- Captain and/or a minimum of one officer and some from the crew will be expected to communicate in French and must be available for each 12 h shift to ensure successful communication with scientific personnel.
- Crew will be expected to provide a French 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 will be expected to assist with the loading and unloading of science equipment as required (e.g. shipboard crane operations, manual lifting if necessary, etc.).
- Crew will be expected to assist with the installation of scientific equipment on board the vessel (e.g. winch)
- Crew will be expected to deploy/recover and/or assist with the deployment/recovery of



oceanographic measurement devices (i.e. rosette) and sea sampling equipment (nets) according to information provided by the Chief Scientist.

- The crew will be expected to 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.
- The Vessel is expected to provide space for one (1) mammal/bird observer to look out the forward and side windows on the bridge throughout the daylight period, each day at sea, including a small space for a laptop.
- The vessel and crew is expected to be available for the full period of the contract.
- The vessel and crew is expected to be able to stay at sea for a period of up to 14 consecutive days.

### **3.4 Location of Work, Work site and Delivery Point**

The study area includes the waters of the Saguenay River and the Estuary and Gulf of St. Lawrence, including Cabot Strait, Belles-Isle Strait and Jacques-Cartier Strait.

### **3.5 Language of Work**

Work will mostly be carried out in French Speaking Environments. If the commanding officer speaks only English, there must be a minimum of one officer that can speak in French.

### **3.6 Special Requirements - 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.

### **3.7 Security Requirements**

There are no security requirements for this project.

### **3.8 Insurance Requirements**

Upon contract award the successful bidder will be required to supply insurance as per the attached insurance conditions. Additionally, the following conditions must be met:

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 & 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

4. 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.

### **3.9 Travel and Living**

There is no provision for travel and/or living expenses under this contract.

## **4.0 Project Schedule**

### **4.1 Expected Start and Completion Dates**

Upon contract award to end of November 2017.

Project work will take place between early October and end of November 2017, and will consist of 32 consecutive working days (with possibility of 14 consecutive days at sea without calling port).

### **4.2 Schedule and Estimated Level of Effort (Work Breakdown Structure)**

#### **TIMEFRAME AND DELIVERY REQUIREMENTS**

October 2017

At the earliest convenience of both DFO and Contractor, visit(s) of the Vessel by science personnel to be conducted to assess logistics and other mobilization and operational requirements.



October 2017\*

Mobilization: board the vessel at the Port of Rimouski, Québec, CANADA (2 days).

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

October 2017\*

Leg 1: Conduct the “Eutrophication in the St. Lawrence Estuary” research program, involving the sampling of 70 stations between île-aux-Coudres and Anticosti Island and inside the Saguenay River (10 days).

- Departure from Rimouski, QC in October. At the end of the first Leg (10 days), the Vessel will be required to call port in Rimouski, Cacouna or Matane for a rotation of scientific personnel.

October - November 2017\*

Leg 2: Conduct the fall 2017 Gulf of St. Lawrence Monitoring Program, involving the sampling of 80 oceanographic stations in the estuary and Gulf of St. Lawrence (18 days).

November 2017\*

Demobilization: return to the Port of Rimouski, Québec, CANADA

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

Note: Before, during or after the mission, one day on the vessel will be required to calibrate the scientific echosounder system.

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

**5.0 Required Resources or Types of Roles to be Performed**

**Section B: Rated Requirements**

- The Vessel can provide satellite internet service to science personnel over the Contract period with a minimum of two access points: Chief Scientist’s cabin and another location.
- The Vessel can provide an acoustic/sonar system SIMRAD EK60 with 3 frequencies (30, 120 and 200kHz) to assess the abundance of zooplankton (sonar will be calibrated by DFO staff).
- The Vessel can provide sufficient dry space for the storage of DFO equipment and sample boxes (minimum required is 10 x [4’ x 4’ x 4’]).
- The vessel to be equipped with a zodiac or fast rescue craft (and certified operator) that can carry 1-2 Science personnel to support science operations.
- Bidder to provide details on their recent experience (up to 5 years) with conducting CTD-Rosette and plankton nets operations (e.g., list of missions, dates, approximate number of casts, cruise reports/summaries).
- Bidder to provide details on their recent experience (up to 5 years) with conducting scientific mooring operations (e.g., list of missions, dates, approximate number of deployments and recoveries, cruise reports/summaries).

**6.0 Applicable Documents and Glossary**

**6.1 Applicable Documents**

**6.2 Relevant Terms, Acronyms and Glossaries**

GCC : Garde Côtière Canadienne
CTD : Conductivity Temperature Depth (appareil électronique utilisé en océanographie)
MPO : Ministère Pêches et Océans
LARS : LAunch and Recovery System (système de déploiement et de récupération d'équipement



---

océanographique)
MED : Marine Emergency Duty
V-Net : Vertical net (filet servant à échantillonner le zooplancton)

CCG : Canadian Coast Guard
CTD : Conductivity Temperature Depth (electronic oceanographic device)
DFO : Department Fisheries Oceans
LARS : Launch and Recovery System
MED : Marine Emergency Duty
V-Net : Vertical net (sampling zooplankton)





## 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, satellite internet service at the minimum amount specified in the Statement of Work, vessel transit to/from the Port of Rimouski, Quebec, CANADA, and any vessel wharf fees for the duration of the mission are the responsibility of the Contractor.

### Contract Period – Contract award to November 30, 2017

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 (exclude HST/GST if applicable)

OR

\*Total Daily Cost \$ \_\_\_\_\_ in \_\_\_\_\_ (include all applicable taxes)  
*specify currency*

\* Proposals submitted in other recognized standard global currencies (e.g., U.S. Dollar [US\$]; Euro [€]; Pound Sterling [£]) will be accepted, with the currency to be clearly identified. Proposals submitted in other recognized standard global currencies will be converted to Canadian dollars using the Bank of Canada daily exchange rate posted at Close of Business on the date bids are to be submitted (see: [www.bankofcanada.ca/rates/exchange/](http://www.bankofcanada.ca/rates/exchange/)). This value will be used for evaluation and potential contract purposes. Bidders are encouraged to seek clarity if uncertain what is considered to be a 'recognized standard global currencies'.





## 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" 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 "E"

### EVALUATION CRITERIA

#### BIDDERS' PROPOSAL

The Bidders' proposal must demonstrate that similar services to those described in the Statement of Work (Annex "C" herein) have been provided and the information provided will be used to assess against both the Mandatory Criteria and the Point-Rated criteria. The Bidder shall cite specific examples from their work history that will address both criterions. For the purposes of this Request for Proposal (RFP), "experience" shall infer that the Bidders' Captain and crew have gained experience while performing an operation for which the experience criterion was the primary focus of the work conducted.

The Bidders' proposal should contain a statement of the name under which the Charter is legally incorporated and a statement of the Canadian or foreign ownership of the firm, if applicable.

In addition to addressing the noted requirements, the Bidder's **Financial Proposal** (reference Annex "B" herein) must include a daily rate for the vessel charter costs.

#### MANDATORY CRITERIA:

Proposals will be evaluated in accordance with the mandatory evaluation criteria as detailed herein. Bidders' Proposals must clearly demonstrate that they meet all Mandatory Requirements for the proposal to be considered for further evaluation. Proposals not meeting the mandatory criteria will be excluded from further consideration.

Those proposals that are found to meet the Mandatory Criteria shall be evaluated further against the Point-Rated Criteria. All compliant proposals will be ranked based on highest combined Point-Rated Criteria points and Cost evaluation points.

**\*\*\*The Bidder must include the following tables in their proposal, indicating that their proposal meets the Mandatory Criteria or Point Rated Criteria, providing the proposal page number, section that contains information to verify that the criteria has been met or inserted the information within the appropriate table.**



**MANDATORY CRITERIA**

<b>MANDATORY CRITERIA</b>	<b>Meets Criteria Yes/No</b>	<b>BIDDER RESPONSE (response should make reference to the relevant proof in bidder proposal and/or appended documentation).</b>
<b>Vessel Certification and Documentation</b>		
<b>M1.</b> The Bidder must provide an unconditional, valid copy of the vessel's Transport Canada certificate <u>Minimum Safe Manning Document – Convention</u> with a Trading Area of <i>Unlimited Voyage</i> , or international equivalent, for the duration of the contract.		
<b>M2.</b> The Bidder must provide a valid copy of the vessel's Transport Canada (or recognized organization) Safety Management Certificate or international equivalent.		
<b>M3.</b> The Bidder must provide a valid copy of the vessel's Transport Canada (or recognized organization) Safety Equipment Certificate or international equivalent.		
<b>M4.</b> The Bidder must provide documentation from an insurance broker, or an insurance company licensed to operate in Canada, stating that the Bidder, if awarded the contract as a result of the bid solicitation, can be insured in accordance with all conditions including Insurance Requirements.		
<b>M5.</b> The Bidder must provide proof (copy) that the Captain(s) of the vessel possesses a valid 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).		
<b>M8.</b> The Bidder must provide proof (copies of certificates) that all crew members have valid Marine Emergency Duty (MED) A1 certificates or Standard for Training, Certification and Watchkeeping (STCW Basic Safety).		
<b>M9.</b> The Bidder must provide a copy of the vessel's Health and Safety Plan that is consistent with Transport Canada Safety Inspection Certificates or international equivalents.		
<b>Vessel Particulars</b>		
<b>M10.</b> The Bidder must clearly demonstrate that the Vessel is equipped for continuous operations for a period of up to 14 days (e.g., endurance range of Vessel, provisions, water making system, etc.).		



<b>MANDATORY CRITERIA</b>	<b>Meets Criteria Yes/No</b>	<b>BIDDER RESPONSE (response should make reference to the relevant proof in bidder proposal and/or appended documentation).</b>
<p><b>M11.</b> The Bidder must clearly demonstrate that the Vessel can accommodate a minimum of 13 scientific personnel (individuals consisting of both genders) for the duration of the mission. This includes:</p> <ul style="list-style-type: none"><li>• provide sleeping accommodations (minimum of 13 berths and max of 4 person/cabin);</li><li>• provide a minimum of 3 on-board meals per day;</li><li>• provide drinking water, toilets, sinks, showers and hot water;</li></ul>		
<p><b>M11.</b> The Bidder must clearly demonstrate that the Vessel has sufficient lifesaving equipment for both the crew and scientific personnel.</p>		
<p><b>M12.</b> The Bidder must clearly demonstrate that the Vessel is equipped with a LAunch and Recovery System (LARS) for the DFO supplied oceanographic CTD-Rosette package (approx. 100kg). The LARS would consist in:</p> <ul style="list-style-type: none"><li>• a winch with a minimum of 650m of mono-conductor electromechanical cable;</li><li>• a marine crane or A-frame to launch and recover the CTD-Rosette package, and;</li><li>• a dedicated work space on the working deck for handling the rosette before launching and for sampling water bottles upon its recovery.</li></ul>		



<b>MANDATORY CRITERIA</b>	<b>Meets Criteria Yes/No</b>	<b>BIDDER RESPONSE (response should make reference to the relevant proof in bidder proposal and/or appended documentation).</b>
<p><b>M13.</b> The Bidder must clearly demonstrate that the Vessel is equipped with a LAunch and Recovery System (LARS) to deploy and recover zooplankton nets (V-net) on one side of the ship (port or starboard) or on the stern. The LARS would consist in:</p> <ul style="list-style-type: none"> <li>• a marine crane or A-frame to launch and recover the nets;</li> <li>• a metering block;</li> <li>• a winch with 650m of electromechanical cable (4 conductors). If no winch is available, space must be provided to install a DFO supplied winch with the following specifications: 1) weight 1000kg, 2) winch base plate is 1.4m x 1.4m with ¾ inch diameter bolt holes but can also be welded to deck, and 3) require 240V 1 phases, 20 Amp. Bidder should provide the General Arrangements of the Vessel and identify where the DFO winch would be installed.</li> </ul> <p>A source of seawater must be available nearby to wash down nets.</p>		
<p><b>M14.</b> The Bidder must clearly demonstrate that the Vessel is equipped with a marine crane on the stern capable of lifting a minimum of 3000kg to be used for buoy operations (Viking buoys: 2.2x2.2x4.5m) and mooring operations.</p>		
<p><b>M16.</b> The Bidder must clearly demonstrate that the Vessel is equipped with a mooring winch (or capstan) capable of lifting 3000 kg that is positioned in-line for use with the fantail A-frame or marine crane on the stern <b>OR</b> the Vessel must provide space to install a DFO supplied mooring winch with the following specifications: 1) weight 2500kg, 2) winch base plate is 2m x 2m with ¾ diameter bolt holes but can also be welded to deck, and 3) require 460V 3 phases, 30 Amp. Bidder should provide the General Arrangements of the Vessel and identify where the DFO winch would be installed.</p>		
<p>The Bidder must clearly demonstrate that the Vessel can provide a minimum working deck space of 40m<sup>2</sup> for mooring operations.</p>		





<b>MANDATORY CRITERIA</b>	<b>Meets Criteria Yes/No</b>	<b>BIDDER RESPONSE (response should make reference to the relevant proof in bidder proposal and/or appended documentation).</b>
<b>M17.</b> The Bidder must clearly demonstrate that the Vessel can provide a minimum of 10m x 5m deck space for the storage of mooring equipment and 2 scientific buoys (Viking buoy: 2.2x2.2x4.5m).		
<b>M18.</b> The Bidder must clearly demonstrate that the Vessel is equipped with either interior or containerized laboratory space on deck for sample processing with a total minimum area of 300ft <sup>2</sup> and have: <ul style="list-style-type: none"><li>• bench space to accommodate water sample extraction/preparation;</li><li>• a minimum of two (2) sinks in the laboratory area: one sink with a freshwater supply and one sink with a seawater supply. The sinks must have the ability to dispose of seawater.</li></ul>		
<b>M19.</b> The Bidder must demonstrate that the Vessel is equipped with a -80 °C freezer with 3 ft <sup>3</sup> of storage space or have sufficient dry space to accommodate a DFO supplied -80 °C freezer (95x70x170cm).		



**POINT-RATED REQUIREMENTS:**

Proposals meeting **ALL** Mandatory Criteria will be evaluated and rated against the following Point-Rated Criteria, using the evaluation factors specified for each criterion. It is imperative that these criteria be addressed in sufficient depth in the Bidders' proposal to fully describe the Bidder's response and to permit the Evaluation Team to rate the proposals accordingly.

RATED CRITERIA	Criteria #	BIDDER RESPONSE (response should make reference to the relevant proof in bidder proposal and/or appended documentation).
1. The Vessel can provide satellite internet service to science personnel over the Contract period with a minimum of two access points: Chief Scientist's cabin and another location. (20 points)	R1	
2. The Vessel can provide an acoustic/sonar system SIMRAD EK60 with 3 frequencies (30, 120 and 200kHz) to assess the abundance of zooplankton (sonar will be calibrated by DFO staff). (25 points)	R2	
3. The Vessel can provide sufficient dry space for the storage of DFO equipment and sample boxes (minimum required is 10 x [4' x 4' x 4']). (10 points)	R3	
4. The Vessel has a zodiac or fast rescue craft (and certified operator) that can carry 1-2 Science personnel to support science operations (20 points)	R4	
5. Bidder to provide details on their recent experience (up to 5 years) with conducting CTD-Rosette and plankton net operations (e.g., list of missions, dates, approximate number of casts, cruise reports/summaries). <ul style="list-style-type: none"> <li>• Experience in the last 1-2 years: 25 points</li> <li>• Experience in the last 3-5 years: 10 points</li> <li>• Experience in both periods above: 35 points</li> </ul>	R5	



<b>RATED CRITERIA</b>	<b>Criteria #</b>	<b>BIDDER RESPONSE (response should make reference to the relevant proof in bidder proposal and/or appended documentation).</b>
6. Bidder to provide details on their recent experience (up to 5 years) with conducting scientific mooring operations (e.g., list of missions, dates, approximate number of deployments and recoveries, cruise reports/summaries). <ul style="list-style-type: none"><li>• Experience in the last 1-2 years: 25 points</li><li>• Experience in the last 3-5 years: 10 points</li><li>• Experience in both periods above: 35 points</li></ul>	<b>R6</b>	
<b>Total maximum possible points</b>	<b>145</b>	



## BASIS OF SELECTION

### HIGHEST COMPLIANT COMBINED RATING OF TECHNICAL MERIT AND PRICE

The compliant bidder with the highest combined rated criteria points (70%) and price (30%) shall be selected as the best value supplier. An example of Highest Compliant Combined Rating of Technical Merit and Price is shown below:

#### **Best Value Determination**(*example*)

	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Rated Criteria Points</b>	95*	80	90
<b>Bid Price</b>	\$30,000.00	\$28,500.00	\$27,500.00**
<b>Calculation</b>			
	<b>Technical Points</b>	<b>Rated Price Points</b>	<b>Total Points</b>
<b>Bidder 1</b>	$95/95^* \times 70\% = 70.0$	$\$27,500^{**}/\$30,000 \times 30\% = 2.75$	$70.0 + 2.7 = 72.7$
<b>Bidder 2</b>	$80/95^* \times 70\% = 58.95$	$\$27,500^{**}/\$28,500 \times 30\% = 2.89$	$58.9 + 2.8 = 61.7$
<b>Bidder 3</b>	$90/95^* \times 70\% = 66.32$	$\$27,500^{**}/\$27,500 \times 30\% = 8.25$	$66.3 + 8.3 = 74.6$
* Represents the highest technical score		** Represents the lowest priced proposal	
Assumption: The Highest technical score and lowest price proposal received full rated percentage and other proposals are pro-rated accordingly.			
The winner is the bidder scoring the highest total points established by adding the technical and rated price points.			
Based on the above calculation, a contract would be awarded to Bidder 3.			