



**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](mailto: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).

Comments: - Commentaries :

<b>Title – Sujet</b> Vessel and Crew to Support a Fisheries and Oceans Canada (DFO), Maritimes Region, North Atlantic Right Whale Mooring Deployment in Grand Manan Basin, Bay of Fundy		<b>Date</b> July 12, 2018
<b>Solicitation No. – N° de l'invitation</b> F5211-170255		
<b>Client Reference No. - No. de référence du client</b> F7068-180053		
<b>Solicitation Closes – L'invitation prend fin</b> <b>At / à :</b> 14:00 ADT (Atlantic Daylight Time)  <b>On / le :</b> Thursday July 26, 2018		
<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> Morgan Marchand Senior Contracting Officer <b>Email – courriel:</b> <a href="mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca">DFOtenders-soumissionsMPO@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>	



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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 Article 6.2 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>) 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 (2017-04-27) 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.



## 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **six (6) 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.

## 2.4 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 soft copy in PDF format)  
**Section II:**     **Financial Bid** (one soft copy in PDF format)  
**Section III:**    **Certifications** (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. The maximum size per email (including attachments) is limited to 10MB. If the limit is exceeded, your email might not be received by DFO. It is suggested that you compress the email size or send multiple emails to ensure delivery. Bidders are responsible to send their proposal and to allow enough time for DFO to receive the proposal by the closing period indicated in the RFP.**

**For bids transmitted by email, DFO will not be responsible for any failure attributable to the transmission or receipt of the email bid. DFO will send a confirmation email to the Bidders when the submission is received.**

***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.

**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 "B" BIDDER APPLICATION FORM

**4.1.2 Financial Evaluation**

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

**4.2 Basis of Selection**

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.



## **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**

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 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 Insurance**

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.

#### **5.1.3 Certifications Required with the Bid**

##### **5.1.3.1 Status and Availability of Resources**

*SACC Manual* Clause [A3005T](#) (2010-08-16) Status and Availability of Resources

##### **5.1.3.2 Education and Experience**

*SACC Manual* Clause [A3010T](#) (2010-08-16) Education and Experience

##### **5.1.3.3 Contractor's Representative**

The Contractor's Representative for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_



Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_

#### **5.1.3.4 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



## 5.2 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](#).





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### **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.

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Signature

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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 (2018-06-21), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

### 6.4 Term of Contract

#### 6.4.1 Period of the Contract

The period of the Contract is from date of Contract award to May 31, 2019.  
The Work is to be performed during the period of Contract award to August 31, 2018.

#### 6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to **two (2)** additional **one (1)** year period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least **7 calendar days** before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.



## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Morgan Marchand  
 Title: Senior Contracting Officer  
 Department: Fisheries and Oceans Canada  
 Directorate: Materiel and Procurement Services  
 Address: 301 Bishop Drive, Fredericton, NB E3C 2M6  
 Telephone: 506-452-3660  
 Facsimile: 506-452-3676  
 E-mail address: [DFOtenders-soumissionsMPO@dfo-mpo.gc.ca](mailto: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 *(To be inserted at contract award)*

The Project Authority for the Contract is:

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

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 6.5.3 Contractor's Representative *(To be inserted 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 The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, determined in accordance with the Basis of Payment in **Annex "C"** to a limitation of expenditure of \$\_\_\_\_\_ (*insert amount at contract award*). Customs duties are included and Applicable Taxes are extra.

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

- 6.7.1.2 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

- 6.7.1.3 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

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

### 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 performed 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.

## 6.10 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;
- (b) **2010B** (2015-09-03), General Conditions - Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B Bidder Application Form
- (e) Annex C, Basis of Payment;
- (f) Annex D, Insurance Conditions;
- (g) Annex E, Additional Vessel Charter Contract Conditions;
- (h) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: “, as clarified on \_\_\_\_\_” or “, as amended on \_\_\_\_\_” and insert date(s) of clarification(s) or amendment(s)*)

## 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>



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

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

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

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

### **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 TITLE

Vessel and Crew to Support a Fisheries and Oceans Canada (DFO), Maritimes Region, North Atlantic Right Whale Mooring Deployment in Grand Manan Basin, Bay of Fundy – Summer 2018

### 2.0 CONTRACTING PERIOD

Upon contract award through to May 31, 2019. With the possibility of optional periods.

Project work to take place at contract award for up to 3 working days (including up to 2 working days at field deployment location), from a port of preference on the Bay of Fundy to be identified by the Bidder.

### 3.0 OBJECTIVE

Fisheries and Oceans Canada is seeking availability of a capable ocean-going Vessel to deploy a passive acoustic mooring in Grand Manan Basin, Bay of Fundy, in support of its North Atlantic right whale (NARW) research program. The general location of the field deployment site is: 47.749°N 66.488°W with specific program details to be provided upon issuance of a contract. General water depths for operations are 150-200 m. Specifically, an ocean-going Vessel is required for up to 3 working days (including preferably 1 working day, but no more than 2 working days at field deployment location) between June 1-30, 2018, as per the following requirements:

- Half day mobilization at a port on the Bay of Fundy to be determined by the Bidder, which could include Saint John NB, Saint Andrews NB, Digby NS, Dartmouth NS, or other appropriate ports on the Bay of Fundy, CANADA, that would facilitate quick transit to Grand Manan basin,
- Up to two days research activities at field deployment location to include: (1) deployment of one passive acoustic mooring in Grand Manan Basin; (2) visual surveys *enroute* to deployment site. Pending time and capability of a vessel to support, other research activities that are to be pursued include: (3) up to 2 short-duration over-the-side deployments of passive acoustic recording equipment (a hydrophone array); (4) up to 2 short duration over-animal drone flights; and (5) biological sampling consisting of the collection of up to 10 biopsy, fecal, or blow samples from whales.
- Half day demobilization at the port of departure.

**Bidders are to identify a port for mobilization and demobilization**, which is suitable for DFO's transfer to/from the vessel. Bidders must account for transit time to/from field site in their bid, which would be in addition to the up to 3 working days (including preferably 1 working day, but no more than 2 working days at field deployment location). The NARW monitoring work needs to be conducted no later than the end of this time period to make it possible to achieve the goals set for the program under Canada's Oceans Protection Plan and to allow for comparability of data and work scheduled to be undertaken elsewhere in Eastern Canada.

### 4.0 BACKGROUND

Science Branch, Fisheries and Oceans Canada, Maritimes Region, Dartmouth, Nova Scotia, CANADA, requires the complete services of an ocean-going Vessel charter (vessel and crew) to deliver its mandate under Canada's Oceans Protection Plan, to conduct a passive acoustic mooring deployment to better understand and address the cumulative effects of shipping noise on NARWs, coordinated by the cetacean research group in the DFO Maritimes Region. This includes work to better establish a baseline for noise in eastern Canada, examine potential overlap with NARW occurrence, and increase understanding of noise impacts on NARW.



The NARW cruise will conduct one deployment of a long-term passive acoustic recorder (AMAR) mooring, up to 2 short-duration over-the-side deployments of passive acoustic recording equipment (a hydrophone array), up to 2 short duration over-animal drone flights, in-transit visual marine mammal monitoring, and biological sampling consisting of the collection of up to 10 biopsy, fecal, or blow samples from whales. The vessel requires sufficient deck space and storage space to carry equipment necessary for the mission. Sampling will consist of the NARW noise program and normal ancillary work in the waters of Grand Manan Basin in up to water depths of 200 m. The deployment site is considered 'high flow' and operations would need to be timed with local tides.

## 5.0 MANADATORY & STATEMENT OF WORK REQUIREMENTS

The Statement of Work outlines all mandatory requirements that an ocean-going Vessel is to include to be considered capable of completing the NARW Summer 2018 cruise. 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 as proof. References to certificates (e.g., in Curriculum vitae) is not considered proof, as it cannot be substantiated by evaluators. Should a Bidder not provide certain information, the Contracting Authority may follow-up with the Bidder to get the information for verification purposes. Despite this, the onus remains on the Bidder to submit all information and proof needed to clearly demonstrate that a requirement is met.

### 5.1 Vessel Documentation, Experience, and Safety Requirements

- The Bidder must provide an unconditional, valid copy of the vessel's Transport Canada certificate Minimum Safe Manning Document – Convention and be at minimum certified as a Near Coastal Class 1 authorized for operations up to 200 nm from shore, or international equivalent, for the duration of the contract.
- The Bidder must provide proof that the vessel meets the Marine Emergency Duty (MED), first aid, operator competency, and basic safety training requirements, as per applicable Transport Canada, or international equivalents, minimum certification and basic training requirements of non-pleasure vessels.
- The Bidder must provide a Health and Safety Plan that is consistent with Transport Canada Safety Inspection Certificates or international equivalents.
- 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.
- The Bidder must provide proof that the vessel has experience conducting at-sea ocean science and/or at-sea ocean monitoring operations within the last 2 years (e.g., deployment of instrumentation and/or moorings).

### 5.2 Vessel and Gear Requirements

- The vessel must be capable of conducting the proposed research activities, as described below, in Sea-state 4 conditions (Beaufort Scale 5: wind speed 17-21 knots; wave height 2-3 m), which may be encountered in the survey area at this time of the year.
- The Bidder must provide an unconditional, valid copy of the vessel's Transport Canada certificate Minimum Safe Manning Document – Convention and be at minimum certified as a Near Coastal Class 1 vessel authorized for operations up to 200 nm from shore, or international equivalent, for the duration of the contract.





- The vessel must have valid Transport Canada Safety Inspection Certificates or international equivalents.
- The vessel must have lifesaving equipment sufficient for both the crew and up to 4 scientific personnel (4 individuals).
- The vessel must accommodate up to 4 scientific personnel (4 individuals consisting of both genders) required for the duration of the mission.
  - provide sleeping accommodations if the work cannot be completed in 1 day at sea;
  - provide a minimum of 3 on-board meals per day if the work cannot be completed in 1 day at sea;
  - provide drinking water; and
  - provide flushing toilets, sinks and hot water, and showers.
- The vessel must provide:
  - sufficient capacity and bench space to accommodate biopsy sample extraction/preparation (minimum 2 m<sup>2</sup> or approximately 2 m width x 1 m depth; and
  - have means to secure equipment and supplies to protect equipment and supplies in heavy seas.
- The vessel must provide a stable (120V) power supply for up to two (2) DFO computers and access to GPS information.
- The vessel must have sufficient dry space for storing DFO equipment and sample boxes (minimum 50 m<sup>3</sup> or approximately 4 m width x 4 m depth x 3 m height).
- The vessel must have a minimum available storage deck space of 20 m<sup>2</sup> or approximately 4 m width x 5 m depth (for mooring equipment) that is accessible to the mooring operations working deck area.
- The vessel must have a winch to deploy the passive acoustic mooring:
  - 500 m, minimum, of suitable floating rope (min breaking strength 44kN [10000 lbf]–
  - minimum line pull of 9 kN [2000 lbf]; and
  - positioned in-line for use with the fantail A-frame located on the stern.
- The vessel must have a fantail A-frame with:
  - a minimum clearance height of 4 m;
  - a minimum width 3 m;
  - the capability to swing inboard 2 m and outboard 1.5 m; and
  - a minimum Working Load Limit (WLL) equal to 2 ton.
- The vessel must have a block (minimum WLL equal to 2 ton with a minimum sheave Ø 6 inches) mounted on the fantail A-frame.



- The vessel must have a marine crane with:
  - a minimum WLL equal to 1 ton (at full scope);
  - a minimum lift height over the vessel rail of 3 m;
  - a minimum outboard scope of the side of the vessel of 2 m; and
  - a crane whip cable length long enough to reach the water.
- The vessel must have a sufficient space each day at sea for 1-2 individuals to sit/stand and look out forward and to the side, within the bridge or at some other suitable vantage point, on each side of the vessel, suitable for the observation of whales and birds throughout the daylight period; and one (1) additional individual to record observation data, including a small space (and power supply) for a laptop.

### 5.3 Captain and Crew Requirements

- 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 (Near Coastal Class 1 vessel authorized for operations up to 200 nm from shore or international equivalent).
- The Bidder must provide proof that the Captain(s) and Crew have experience conducting at-sea ocean science and/or at-sea ocean monitoring operations within the last 2 years (e.g., deployment of instrumentation and/or moorings).
- The Bidder must provide proof that the crew and individual crew members meet the Marine Emergency Duty (MED), first aid, operator competency, and basic safety training requirements, as per applicable Transport Canada, or international equivalents, minimum certification and basic training requirements for crews and individual crew members of non-pleasure vessels.
- Captain and crew who can speak the English language must be available during operations 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 assist with the loading and unloading of science equipment as required (e.g., shipboard crane operations, manual lifting if necessary, etc.).
- Crew must, if needed, assist with the deployment/recovery of oceanographic measurement devices and sea sampling equipment according to information provided by the Chief Scientist.

### 5.4 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 duration of contract.
- The vessel and crew must be available to operate winches and cranes during hours of daylight and twilight.



## 6.0 SUPPORT AND EQUIPMENT PROVIDED BY CANADA

In support of the successful completion of the NARW Summer 2018 cruise, DFO will provide the following personnel, equipment, and mission planning information:

- DFO will provide up to 4 scientific personnel (4 individuals);
- DFO will provide a mission plan;
- DFO will work, as required, with the Contractor to obtain all necessary clearance for marine mammal sampling activities in Canadian waters.
- DFO will provide the mooring equipment, passive acoustic monitoring systems, drones and other sampling instruments required for the program; and
- Prior to the commencement of the Contract, the Chief Scientists 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.

## 7.0 TIMEFRAME AND DELIVERY REQUIREMENTS

A 3 day period beginning as early as at contract award, excluding transit days to/from field site:

- Half day mobilization: board the vessel at a Canadian port on the Bay of Fundy to be identified by bidder
  - DFO equipment loading, installation of laboratories, and safety inspection(s)
- Up to two days at sea to conduct the NARW research program
  - North Atlantic Right Whale Noise Program from the port of departure to Grand Manan Basin
- Half day demobilization: return to the Canadian port of departure
  - Unloading of DFO equipment and survey samples

**\* Specific dates and times for Mobilization, Departure, Arrival, and Demobilization will be determined in consultation with the vessel operator upon Contract award. The bid is to include in any associated port fees and transit fees to the port of mobilization/demobilization.**

## 8.0 LICENSES, PERMITS & FEES

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 fees imposed by such legislation or regulations. Upon request, the Contractor must provide a copy of any such permit, license, or certificate to Canada. DFO will obtain any permits for access to the NARW Critical Habitat. The bid is to include in its bid cost value all transit days to/from field site, as well as any associated port fees.



## ANNEX "B" BIDDER APPLICATION FORM

### Vessel and Crew to Support a Fisheries and Oceans Canada (DFO), Maritimes Region, North Atlantic Right Whale Mooring Deployment in Grand Manan Basin, Bay of Fundy – Summer 2018

#### 1. INSTRUCTIONS

- i) Proposals will be evaluated in accordance with the Mandatory and Statement of Work Requirements detailed herein. A Bidder's Proposal must clearly demonstrate that they meet the entire requirement in the Mandatory and Statement of Work Requirements for the Proposal to be considered for further evaluation. Proposals not meeting the Mandatory and Statement of Work Requirements will be excluded from further consideration.
- ii) All Proposals are to be submitted using this Contractor's Application Form provided. The Bidder must clearly demonstrate on the Contractor's Application Form how they meet each Mandatory and Statement of Work Requirement. The Bidder must provide all supplemental material referenced on the Contractor's Application Form, which supports the response (e.g., vessel schematics, Curriculum vitae, etc.) or serves as proof of a response for validation purposes (e.g. vessel certificates, crew certificates, etc.).
- iii) Bidders must provide proof of Contractor capability and vessel's capacity to meet the Mandatory and Statement of Work Requirements. Copies of all relevant certificates must be included in a Bidder's submission as proof. References to certificates (e.g., in Curriculum vitae) is not considered proof, as it cannot be substantiated. Should a Bidder not provide certain information, at its discretion the Contracting Authority may follow-up with the Bidder to get the information for verification purposes. Notwithstanding, the onus remains on the Bidder to submit all information and proof needed to clearly demonstrate that all Mandatory and Statement of Work Requirements are met.
- iv) At the discretion of the Project Authority, a vessel inspection may take place after contract award and prior to commencement of the contract period.

**COPY OF REGISTRATION AND ALL CERTIFICATES ARE MANDATORY WITH SUBMISSION**

**VESSEL SCHEMATICS AND A RECENT COLOUR PHOTOGRAPH THAT CLEARLY REFLECTS THE PRESENT APPEARANCE OF THE VESSEL ARE REQUIRED**



**2. PART I – VESSEL & OPERATOR INFORMATION**

The capable ocean-going Vessel named \_\_\_\_\_ is hereby offered for services by the undersigned and, on the date of signature by the operator(s), is equipped as listed and described below:

NAME OF OPERATOR(S)	ADDRESS	PHONE
NAME OF CAPTAIN(S)	ADDRESS	PHONE
NAME OF BOSUN(S)	ADDRESS	PHONE

**3. PART II – MANDATORY & STATEMENT OF WORK REQUIREMENTS**

REQUIREMENT	BIDDER RESPONSE
<b>Vessel Documentation, Experience, and Safety Requirements</b>	
1. The Bidder <b>must</b> provide an unconditional, valid copy of the vessel's Transport Canada certificate <u>Minimum Safe Manning Document – Convention</u> and be at minimum certified as a Near Coastal Class 1 authorized for operations up to 200 nm from shore, or international equivalent, for the duration of the contract.	
2. The Bidder <b>must</b> provide proof that the vessel meets the Marine Emergency Duty (MED), first aid, operator competency, and basic safety training requirements, as per applicable Transport Canada, or international equivalents, minimum certification and basic training requirements of non-pleasure vessels.	
3. The Bidder <b>must</b> provide a Health and Safety Plan that is consistent with Transport Canada Safety Inspection Certificates or international equivalents.	



REQUIREMENT		BIDDER RESPONSE
4.	The Bidder <b>must</b> 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.	
5.	The Bidder <b>must</b> provide proof that the vessel has experience conducting at-sea ocean science and/or at-sea ocean monitoring operations within the last 2 years (e.g., deployment of instrumentation and/or moorings).	
<b>Vessel and Gear Requirements</b>		
6.	The vessel <b>must</b> be capable of conducting the proposed research activities, as described below, in Sea-state 4 conditions (Beaufort Scale 5: wind speed 17-21 knots; wave height 2-3 m), which may be encountered in the survey area at this time of the year.	
7.	The Bidder <b>must</b> provide an unconditional, valid copy of the vessel's Transport Canada certificate <u>Minimum Safe Manning Document – Convention</u> and be at minimum certified as a Near Coastal Class 1 vessel authorized for operations up to 200 nm from shore, or international equivalent, for the duration of the contract.	
8.	The vessel <b>must</b> have valid Transport Canada Safety Inspection Certificates or international equivalents.	
9.	The vessel <b>must</b> have lifesaving equipment sufficient for both the crew and 4 scientific personnel (4 individuals).	
10.	The vessel <b>must</b> accommodate 4 scientific personnel (4 individuals consisting of both genders) required for the duration of the mission. <ul style="list-style-type: none"> <li>• provide sleeping accommodations if the work cannot be completed in 1 day at sea;</li> <li>• provide a minimum of 3 on-board meals per day if the work cannot be completed in 1 day at sea;</li> <li>• provide drinking water; and</li> <li>• provide flushing toilets, sinks and hot water, and showers.</li> </ul>	
11.	The vessel <b>must</b> provide: <ul style="list-style-type: none"> <li>• sufficient capacity and bench space to accommodate biopsy sample extraction/preparation (minimum 2 m<sup>2</sup> or approximately 2 m width x 1 m depth; and</li> <li>• have means to secure equipment and supplies to protect equipment and supplies in heavy seas.</li> </ul>	



REQUIREMENT		BIDDER RESPONSE
12.	The vessel <b>must</b> provide a stable (120V) power supply for up to two (2) DFO computers and access to GPS information.	
13.	The vessel <b>must</b> have sufficient dry space for storing DFO equipment and sample boxes (minimum 50 m <sup>3</sup> or approximately 4 m width x 4 m depth x 3 m height).	
14.	The vessel <b>must</b> have a minimum available storage deck space of 20 m <sup>2</sup> or approximately 4 m width x 5 m depth (for mooring equipment) that is accessible to the mooring operations working deck area.	
15.	The vessel <b>must</b> have a winch to deploy the passive acoustic mooring: <ul style="list-style-type: none"> <li>• 500 m, minimum, of suitable floating rope (min breaking strength 44kN [10000 lbf]–</li> <li>• minimum line pull of 9 kN [2000 lbf]; and</li> <li>• positioned in-line for use with the fantail A-frame located on the stern</li> </ul>	
16.	The vessel <b>must</b> have a fantail A-frame with: <ul style="list-style-type: none"> <li>• a minimum clearance height of 4 m;</li> <li>• a minimum width 3 m;</li> <li>• the capability to swing inboard 2 m and outboard 1.5 m; and</li> <li>• a minimum Working Load Limit (WLL) equal to 2 ton</li> </ul>	
17.	The vessel <b>must</b> have a block (minimum WLL equal to 2 ton with a minimum sheave Ø 6 inches) mounted on the fantail A-frame.	
18.	The vessel <b>must</b> have a marine crane with: <ul style="list-style-type: none"> <li>• a minimum WLL equal to 1 ton (at full scope);</li> <li>• a minimum lift height over the vessel rail of 3 m;</li> <li>• a minimum outboard scope of the side of the vessel of 2 m; and</li> <li>• a crane whip cable length long enough to reach the water.</li> </ul>	
19.	The vessel <b>must</b> have a sufficient space each day at sea for 1-2 individuals to sit/stand and look out forward and to the side, within the bridge or at some other suitable vantage point, on each side of the vessel, suitable for the observation of whales and birds throughout the daylight period; and one (1) additional individual to record observation data, including a small space (and power supply) for a laptop.	
<b>Captain and Crew Requirements</b>		
20.	The Bidder <b>must</b> 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 (Near Coastal Class 1 vessel authorized for operations up to 200 nm from shore or international equivalent).	



REQUIREMENT		BIDDER RESPONSE
21.	The Bidder <b>must</b> provide proof that the Captain(s) and Crew have experience conducting at-sea ocean science and/or at-sea ocean monitoring operations within the last 2 years (e.g., deployment of instrumentation and/or moorings).	
22.	The Bidder <b>must</b> provide proof that the crew and individual crew members meet the Marine Emergency Duty (MED), first aid, operator competency, and basic safety training requirements, as per applicable Transport Canada, or international equivalents, minimum certification and basic training requirements for crews and individual crew members of non-pleasure vessels.	
23.	Captain and crew who can speak the English language <b>must</b> be available during operations to ensure successful communication with scientific personnel.	
24.	Crew <b>must</b> 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.	
25.	Crew <b>must</b> assist with the loading and unloading of science equipment as required (e.g., shipboard crane operations, manual lifting if necessary, etc.).	
26.	Crew <b>must</b> , if needed, assist with the deployment/recovery of oceanographic measurement devices and sea sampling equipment according to information provided by the Chief Scientist.	
<b>Vessel and Crew Availability Requirements</b>		
27.	The vessel and crew <b>must</b> be available for the full period of the contract.	
28.	The vessel and crew <b>must</b> be able to stay at sea for duration of contract.	
29.	The vessel and crew <b>must</b> be available to operate winches and cranes during hours of daylight and twilight.	

**\*\*\*Please use all the space you need to provide your responses to each requirement\*\*\***

\_\_\_\_\_  
Signature of (primary) Captain

\_\_\_\_\_  
Signature of Registered Operator(s)

**PLEASE ENSURE THAT YOU HAVE PROVIDED ALL REQUIRED INFORMATION AND DOCUMENTATION**





**ANNEX "C" BASIS OF PAYMENT**

The bidder shall provide an all-inclusive cost for the provision of all professional services, **including all associated costs** necessary to carry out the required work.

**Vessel Name:** \_\_\_\_\_

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 port and field location, as well as any vessel wharf fees for the duration of the mission are the responsibility of the Contractor.

**Contract Period – Starting at contract award, for up to 3 working days (including up to 2 working days at field deployment location).**

This value will be used for evaluation and potential contract purposes. Bidders are encouraged to seek clarity if uncertain what is to be included in the Basis of Payment.

**Work to be completed from contract award – August 31, 2018.**

Description	*Maximum Quantity	Price	Total all-inclusive Cost (excluding taxes)
Contiguous days at sea	2 sea days	\$ _____/day	\$ _____
mobilization and demobilization	2 half days	\$ _____/half day	\$ _____

Total (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 Cost \$ \_\_\_\_\_ in Canadian dollars** (exclude HST/GST if applicable)

**Option Period 1: From June 1, 2019 – May 31, 2020 (Work to be completed from June 1, 2019- August 31, 2019).**

Description	*Maximum Quantity	Price	Total all-inclusive Cost (excluding taxes)
Contiguous days at sea	2 sea days	\$ _____/day	\$ _____
mobilization and demobilization	2 half days	\$ _____/half day	\$ _____

Total (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 Cost \$ \_\_\_\_\_ in Canadian dollars** (exclude HST/GST if applicable)



**Option Period 2: From June 1, 2020 – May 31, 2021 (Work to be completed from June 1, 2020- August 31, 2020)**

Description	*Maximum Quantity	Price	Total all-inclusive Cost (excluding taxes)
Contiguous days at sea	2 sea days	\$ _____/day	\$ _____
mobilization and demobilization	2 half days	\$ _____/half day	\$ _____

Total (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 Cost \$ \_\_\_\_\_ in Canadian dollars** (exclude HST/GST if applicable)

**Total Price for Evaluation Purposes:**

Initial period + Option period 1 + Option Period 2	\$ _____
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## ANNEX "D" – 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 the Department of Fisheries and Oceans 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 "E" - ADDITIONAL VESSEL CHARTER CONTRACT 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 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.