



RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada
Pacific Region
401 - 1230 Government Street
Victoria, B.C.
V8W 3X4
Bid Fax: (250) 363-3344

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government
Services Canada**

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

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

| | |
|--|--|
| Title - Sujet Sea Urchin Removal | |
| Solicitation No. - N° de l'invitation 5P438-180312/A | Date 2018-08-02 |
| Client Reference No. - N° de référence du client 5P438-180312 | |
| GETS Reference No. - N° de référence de SEAG PW-\$XLV-211-7563 | |
| File No. - N° de dossier XLV-8-41022 (211) | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-08-20 | Time Zone Fuseau horaire Pacific Daylight Saving Time PDT |
| F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/> | |
| Address Enquiries to: - Adresser toutes questions à: Buchan, Torrey | Buyer Id - Id de l'acheteur xlv211 |
| Telephone No. - N° de téléphone (250) 216-2092 () | FAX No. - N° de FAX () - |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Parks Canada See herein | |

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Public Works and Government Services Canada - Pacific
Region
401 - 1230 Government Street
Victoria, B. C.
V8W 3X4

| | |
|--|--|
| Delivery Required - Livraison exigée See Herein | Delivery Offered - Livraison proposée |
| Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur | |
| Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur | |
| Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie) | |
| Signature | Date |

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PART 1 - GENERAL INFORMATION

1.1 Statement of Work

Parks Canada has a requirement for the services of a contractor to build a team of certified commercial sea urchin divers, vessels, and packers to reduce the density of red, purple and green sea urchins by 75-95% from 3 km of shoreline down to ~50 feet depth on NE Murchison Island in Gwaii Haanas NPR, NMCAR, and HHS. All marketable sea urchins will be transported for commercial processing or food for Haida communities and all non-marketable urchins will be lethally smashed underwater. Efforts will be made and documented in an Indigenous Benefits Plan to engage experienced Haida commercial seafood divers in commercial fishing activities, Haida Nation vessel owner/operators and local Haida Gwaii seafood processors in urchin processing related to this project wherever possible.

The work is tentatively scheduled for September 12-21, with additional days as needed to complete the work if there are delays due to poor weather.

1.2 Work Period

The period is:

Commence: Date of Contract Award;
Complete: 31 October, 2018.

Detailed tasking and scheduling, to be completed within the above period, is given in the Statement of Work referenced at Annex A.

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

1.4 Trade Agreements

The requirement is subject to the provisions of the Canada Free Trade Agreement (CFTA).

1.5 Canadian Content

The requirement is subject to a preference for Canadian goods and/or services.

1.6 epost Connect Service

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

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.

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 (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

Bids must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the bid solicitation:

Bid Receiving - Public Works and Government Services Canada
Pacific Region
401 – 1230 Government Street
Victoria, B.C.
V8W 3X4

epost Connect Service: TPSGC.RPRceptiondessaoumissions-PRBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca

Bids/Offer will be not be accepted if emailed directly to this email address. This email is to initiate an ePost Connect conversation, as detailed in the Standard Instructions.

Bid Facsimile: 250-363-3344

2.3 Enquiries - Bid Solicitation

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

2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **British Columbia**.

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

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. Bidders must provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid;
Section II: Financial Bid;
Section III: Certifications

- If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (2 hard copies);
Section II: Financial Bid (1 hard copy);
Section III: Certifications (1 hard copies).

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of hard copy 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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in

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xlv211
CCC No./N° CCC - FMS No./N° VME

the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet (Basis of Payment) at Annex B. The total amount of Applicable Taxes must be shown separately.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

3.1.1 Mandatory Tender Deliverable Check List

Notwithstanding deliverable requirements specified anywhere else within this bid solicitation and its associated Requirement (Annex A), mandatory deliverables that must be submitted with the Bidder's tender to be deemed responsive are detailed in Annex D.

3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

3.1.3 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex F Electronic Payment Instruments, to identify which ones are accepted. If Annex F - Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices. Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

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.
- (c) The evaluation team will determine first if there are two or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

4.1.1 Technical Evaluation

For the technical evaluation criteria, refer to Annex E – Technical Evaluation Criteria.

4.1.2 Financial Evaluation

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

4.2 Basis of Selection – Lowest Price Per Point

- 4.2.1 To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory technical evaluation criteria;
- 4.2.2 Bids not meeting (a) or (b) will be declared non-responsive. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive bid with the lowest evaluated price per point will be recommended for award of a contract.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional 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 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 will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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.

5.2.3 Canadian Content Certification

This procurement is conditionally limited to Canadian goods and Canadian services.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the goods and services offered are Canadian goods and Canadian services, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the bid will result in the goods and services offered being treated as non-Canadian goods and non-Canadian services.

The Bidder certifies that:

() a minimum of 80 percent of the total bid price consist of Canadian goods and Canadian services as defined in paragraph 5 of clause A3050T.

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.(9), Example 2, of the Supply Manual.

5.2.3.1 Canadian Content Definition

SACC Manual Clause A3050T (2014-11-27), Canadian Content Definition

5.2.4 Vessel Charter

The vessels must meet the requirements listed in the attached specifications. The Bidder must provide the following details for the vessels proposed to do the work:

Vessel 1:

- a. name of vessel: _____ ;
- b. official number: _____ ;
- c. length, beam: _____ x _____ ;
- d. displacement: _____ ;

Vessel 2:

- e. name of vessel: _____ ;
- f. official number: _____ ;
- g. length, beam: _____ x _____ ;
- h. displacement: _____ ;

Vessel 3:

- i. name of vessel: _____ ;
- j. official number: _____ ;
- k. length, beam: _____ x _____ ;
- l. displacement: _____ ;

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File No. - N° du dossier
XLV-8-41022

Buyer ID - Id de l'acheteur
xlv211
CCC No./N° CCC - FMS No./N° VME

Vessel 4:

m. name of vessel: _____ ;
n. official number: _____ ;
o. length, beam: _____ X _____ ;
p. displacement: _____ ;

Vessel 5:

q. name of vessel: _____ ;
r. official number: _____ ;
s. length, beam: _____ X _____ ;
t. displacement: _____ ;

5.2.5 SACC Manual clause

A3005T (2010-08-16), Status and Availability of Resources
A3010T (2010-08-16), Education and Experience

5.2.6 Insurance - Proof of Availability Prior to Contract Award

The Bidder must provide a letter 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 the Insurance Requirements specified in Annex C.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

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

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.

6.3.1 General Conditions

2010C (2018-06-21), General Conditions - Medium Complexity - Services, apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period is:

Commence: Date of Contract Award;
Complete: 31 October, 2018.

Detailed tasking and scheduling, to be completed within the above period, is given in the Statement of Work referenced at Annex A.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Torrey Buchan
Acquisitions, Marine
Public Works and Government Services Canada
Address: 1230 Government Street, Suite 401
Victoria, BC | Victoria, CB V8W 3X4 Canada
Telephone: 250-216-2092
Facsimile: 250-363-3960
Email: Torrey.Buchan2@pwgsc-tpsgc.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 Technical Authority

The Technical Authority will be identified in the Contract.

Name: TBD
Title: TBD
Organization: TBD
Address: TBD
Telephone: TBD

Facsimile: TBD
E-mail: TBD

The Technical 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 Technical Authority, however the Technical 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

The bidder is to provide a list of representatives responsible for the completion of the work.

| Contact for: | Name | Telephone | Email |
|--------------------|------|-----------|-------|
| Contracting issues | | | |
| Technical issues | | | |
| Invoicing issues | | | |

6.6 Payment

6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex B. 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.

6.6.2 Single Payment

SACC Manual Clause H1000C (2008-05-12), Single Payment

6.6.3 SACC Manual Clauses

C0711C 2008-05-12 Time Verification

6.7 Invoicing Instructions

The Contractor must submit invoices in accordance with the section of the General Conditions titled Invoice Submission.

Invoice is to be made out to:

TBD

Original invoice is to be sent for verification to:

PAC.MARINE@pwgsc-tps.gc.ca

6.8 Certifications

6.8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.8.2 Canadian Content (if applicable)
SACC Manual Clause A3060C (2008-05-12), Canadian Content

6.9 Applicable Laws

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

6.10 Priority of Documents

If there is a discrepancy between the wordings 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) The general conditions **2010C (2018-06-21)**, General Conditions - Medium Complexity - Services;
- (c) Annex A, Statement of Work, and associated appendices;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) The Contractor's bid dated _____.

6.11 Insurance

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.

6.12 Vessel Charter

1. The vessels must meet the following requirements:
 - a. be seaworthy;
 - b. the engine must be in good running order and all gear and equipment in good repair.
2. 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.
3. The Contractor must :
 - a. 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;

-
- b. ensure that the operations are only carried out by Canada's authorized representatives as specified by the Technical Authority;
 - c. ensure that approved personal floatation devices for all persons on board are in readily accessible positions at all times;
 - d. 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.
4. 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.
 5. 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.
 6. 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.
 7. 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.

6.13 Vessel Condition

The Contractor warrants that the vessel(s) provided to Canada is mechanically sound, completely seaworthy, equipped with readily accessible lifesaving equipment, will be adequately manned and in full compliance with the *Canada Shipping Act*, S.C. 2001, c. 26.

6.14 Procedures for Design Change or Additional Work

SACC Manual Clause B5007C (2010-01-11), Procedures for Design Change or Additional Work

ANNEX A - STATEMENT OF WORK

Statement of Work

Gwaii Haanas National Park Reserve,
National Marine Conservation Area Reserve, and Haida Heritage Site (Gwaii Haanas)
Sea Urchin Removal
NE Murchison Island, Haida Gwaii, BC

1.0 Objective

To retain the services of a contractor to build a team of certified commercial sea urchin divers, vessels, and packers to reduce the density of red, purple and green sea urchins by 75-95% from 3 km of shoreline down to ~50 feet depth on NE Murchison Island in Gwaii Haanas NPR, NMCAR, and HHS. All marketable sea urchins will be transported for commercial processing or food for Haida communities and all non-marketable urchins will be lethally smashed underwater. Efforts will be made and documented in an Indigenous Benefits Plan to engage experienced Haida commercial seafood divers in commercial fishing activities, Haida Nation vessel owner/operators and local Haida Gwaii seafood processors in urchin processing related to this project wherever possible.

2.0 Background

Chixuu Tli iinasdli (Nurturing Seafood to Grow) is a 4-year kelp forest restoration project under Parks Canada Agency's Conservation and Restoration funding that aims to restore kelp forest ecosystems on the NE end of Murchison Island. The objectives of this project are to restore kelp forests and to improve habitat including protective cover and food for COSEWIC-listed rockfish and endangered Northern Abalone. This project serves the Parks Canada Agency mandate of restoring and maintaining ecological integrity and ecologically sustainable use and is in alignment with the draft Land-Sea-People Management Plan. The project will investigate how a significant reduction in sea urchin density at a restoration site (Fig. 1) will affect the population numbers and dynamics of kelp, abalone and urchins. In 2017, research and monitoring surveys were completed by our partners at the Haida Fisheries Program and academic researchers. In 2018, additional monitoring and research surveys will be completed pre- and post-restoration work.

3.0 Requirements

The successful contractor must meet the following requirements:

- All vessels on site must be Transport Canada approved with current certifications.
- All commercial diving operations must comply with regulations, standards and procedures required by Work Safe BC for all workers who will be on site with the appropriate dive certifications. For the urchin crushing, divers will need commercial diver certification (seafood harvester's certificate is not adequate for crushing) and will dive under the special Section 52 scientific license (provided by Parks Canada Agency and DFO).
- The contractor and all subcontractors (vessels and crew) must provide a clearance letter to Parks Canada Agency within 2 weeks of contract award from WorkSafe BC stating their account is active and in good standing.
- A specific health and safety plan for safe diving operations at the worksite that meets WorkSafe BC requirements, including emergency procedures demonstrating the actions that the contractor will take if there is a diving incident or emergency is required. This plan must be sent to the Parks Canada representative within 2 weeks of contract award.
- All workers must wear appropriate safety equipment while conducting this work as per commercial diving regulations of WorkSafe BC.
- All work must be performed in accordance with the Transportation of Dangerous Goods Act and Regulations of the Workplace Hazardous Information System (WHMIS).

- Flammable and combustible materials must be handled, stored, used and disposed of in accordance with the National Fire Code of Canada.
- The contractor must perform work, and ensure their subcontractors perform work, in accordance with Part 24 of the British Columbia Occupational Health and Safety Regulations as they pertain to workplace safety and diving activities.
- The contractor is responsible for observing and complying with construction safety measures of the federal government, provincial government and WorkSafe BC for their operations on-site. In any case of conflict or discrepancy, the more stringent requirements will apply.
- At least one VMF-fitted fishing vessel must be on-site with the other fishing vessels at all times during daily operations.
- All vessels, divers and operators must have valid commercial urchin fishing licenses (FZC or ZC) issued by Department of Fisheries and Oceans and be able to produce them if required. The conditions of the FZC or ZC license must be met (including but not limited to):
 - All commercial harvesters must have a Fishers Registration Card (FRC)
 - Harvest must be conducted from vessels licensed under a ZC or FZC licence (Commercial Red Sea Urchin licence)
 - Follow all conditions of a ZC or FZC licence (attached) which includes:
 - All red sea urchins harvested must be validated at the first point of landing by a designated third party observer (in this case D&D Pacific Fisheries Ltd.).
 - Harvest logbooks and chart data
- All vessels and crew must comply with Gwaii Haanas rodent biosecurity requirements outlined herein (Appendix A).
- All vessels and crew must comply with any requested inspections by the Haida Fisheries Guardian or Gwaii Haanas Environmental Safety Officer while on-site.

4.0 Scope of Work

This work involves the removal of red, green and purple sea urchins from approximately 3 lineal km of lower intertidal and shallow subtidal seafloor along NE Murchison Island down to approximately 50 feet depth

The successful contractor must:

- Remove all marketable red sea urchins from the restoration site, located along approximately 3 km of specified shoreline on northeast Murchison Island in Gwaii Haanas (Fig. 1) down to a maximum depth of 60 feet for: (1) commercial fishing and processing, and (2) food for Haida communities. Green and purple sea urchins may also be delivered to town as food for Haida communities.
- Ensure that non-marketable red, green and purple sea urchins at the restoration site are lethally crushed and left under water within the restoration area so that at least 75%, and up to 95% of the visible urchins are removed or lethally crushed (at least broken in half). Urchins crushed in the shallows should be raked towards the deep whenever possible to minimize opportunities for urchin carcasses to wash ashore.
- Plan and organize all logistics for fishing and transporting all marketable sea urchins from the restoration site on Murchison Island to an agreed upon commercial processing plant(s). This includes all related costs, including those for transportation to off-loading location(s), validation of product, off-loading, ground transportation of urchins to the processing plant(s), and commercial processing of urchins for market.
- Make and document efforts to engage local Haida Gwaii seafood processors in processing urchins from this project wherever possible.
- Make and document efforts to hire experience certified Haida commercial urchin divers to work on this project wherever possible.

- Provide commercial urchin harvest experience to two Haida Fisheries Program divers by pairing them with an experienced harvest diver for one day for each diver.
- Work with the (5) Haida Fisheries Program (HFP) divers on completing the crushing of 75-95% of the urchins within the restoration area in a timely fashion and will assist the HFP divers (if required) with techniques for efficient crushing.
- Meet daily with Parks Canada Agency project representative during the operations to plan and coordinate the harvest and crushing activities with all vessels and divers on site to ensure the entire area is covered efficiently.
- Work with the DFO North Coast urchin fisheries manager to facilitate timely permitting and licensing of identified vessels and divers that will be working on the restoration project.
- Provide sea urchin packer(s) for sufficient trips to remove all marketable urchins from the restoration site to off-loads for processing and potentially food delivery (estimated effort is 5 round trips for the packer).
- Provide sufficient commercial fishing vessels and crews to complete the restoration work in the estimated amount of time (estimated effort is: 5 commercial urchin fishing vessels with a minimum crew of 3 divers/day for 10 days for a total of 50 boat days; at least 1 sea urchin packer). Work days are expected to range from 8.5-10 hours. For the purposes of bidding, bidders should assume 10 hours of work per day.
- Provide adequate red, green and purple sea urchin rakes, bags and any other gear required for harvesting all species. There may be sufficient green and purple urchins within the restoration site to harvest for provision of food for Haida communities.
- Work with Gwaii Haanas representatives to determine the best rake modification or other device for effective lethal smashing of urchins of all sizes, and manufacture and provide 10 modified rakes for other divers working on the project to use.
- Schedule and agree on specific timing of the restoration work in Sep 2018 with a Gwaii Haanas representative to enable scheduling of Haida Fisheries Guardian(s) and the Haida Fisheries Program divers to be on-site for the restoration work.
- Work independently and with WorkSafe BC certified Haida Fisheries Program divers to crush non-marketable urchins.
- Deliver marketable sea urchins to two specific off-load location(s) on Haida Gwaii (likely Queen Charlotte and Masset harbours) for food for the Islands' communities during the September restoration activities.
- Provide a daily log of vessel and crew activities, including weather conditions, work locations, dive logs, work activities, and personnel involved. These will be submitted to the contract authority at the end of the restoration field work.
- Comply with rodent biosecurity requirements (Appendix A). Any signs of rat activity at the traps or on the vessel must be reported to the Gwaii Haanas Contract Authority as soon as observed, and prior to entering Gwaii Haanas.
- Comply with on-site inspections of the vessels by Haida Fisheries Guardians and Gwaii Haanas Environmental Safety Officer as required. A Haida Fisheries Guardian will be on-site for urchin fishing activities related to the restoration work.
- Be self-sufficient on their vessels, including all required food and accommodations, etc, for all workers.
- Communicate and coordinate with the Gwaii Haanas representative for the duration of the contract including throughout field activities.

5.0 Deliverables and Acceptance

- Summary of weight of sea urchins by species fished and delivered for commercial processing, and for provision of food to Haida communities, and an estimation of the unmarketable urchins crushed at the restoration site.

- Submission of daily log of vessel and crew activities, including weather conditions, work locations, dive logs, work activities, and personnel involved, following completion of restoration field work in late September 2018.
- Submission of any requested documentation to demonstrate compliance with WorkSafe BC regulations and operational requirements
- Submission of a brief Indigenous Benefits Plan report at conclusion of contract detailing the results and the engagement that occurred with members of the Haida Nation during planning and execution of the contracted work.

6.0 Support Provided by Parks Canada

Parks Canada Agency representatives will:

- Work with the Haida Nation and other community representatives on Haida Gwaii to assist with the distribution of urchins to Haida communities
- Notify DFO urchin fisheries manager and fisheries officers regarding food distribution and ensure proper permits are in place for food harvest and distribution.
- Provide the rat and mouse traps required for each vessel with instructions on number required for each vessel (based on vessel-length) and recommended bait and locations for setting traps. Traps and instructions will be sent to the contractor for distribution to vessels and crew who will be working on the restoration project.
- Liaise with the DFO urchin fisheries manager to enable commercial fishing of sea urchins for the restoration project within an area that is currently closed to commercial sea urchin fishing.

7.0 Timeframe and Delivery Dates

- The urchin fishing and culling work at the restoration site along NE Murchison will occur in September 2018 (before the BC sea cucumber commercial fishery opens in October 2018).
- Tentative scheduling for the work is currently September 12-21, with additional days as needed to complete the work if there are delays due to poor weather. Dates need to be confirmed by August 30th, 2018, to accommodate scheduling for other participants in the project.

8.0 Security Requirements

- Contractors will not be accessing Parks Canada Agency Gwaii Haanas Field Unit office computer networks or facilities, therefore do not require security clearance.
- If contractors do visit Gwaii Haanas facilities, they will be escorted by Gwaii Haanas staff.

9.0 Constraints

- The restoration work must be completed in September 2018, with specific dates agreed to by the contractor and Gwaii Haanas by August 30th if at all possible.
- The contractor must work with DFO to ensure that vessels and crew working on the project are identified and have the required permits and licenses in advance of September 2018 to complete the work.

10.0 Meetings

- A start-up meeting/conference call between the contractor, the contracting officer from PSPC and Gwaii Haanas is required after the contract is award and before the work can begin. The contractor must submit a proposed work schedule at the start-up meeting with timelines for major milestones.

11.0 Terminology

- No specialized or technical terminology is used in this plain language SOW.

12.0 Completion Dates

- All field work associated with the restoration project must be completed before 30 September 2018.
- All deliverables must be provided by October 31st, 2018.

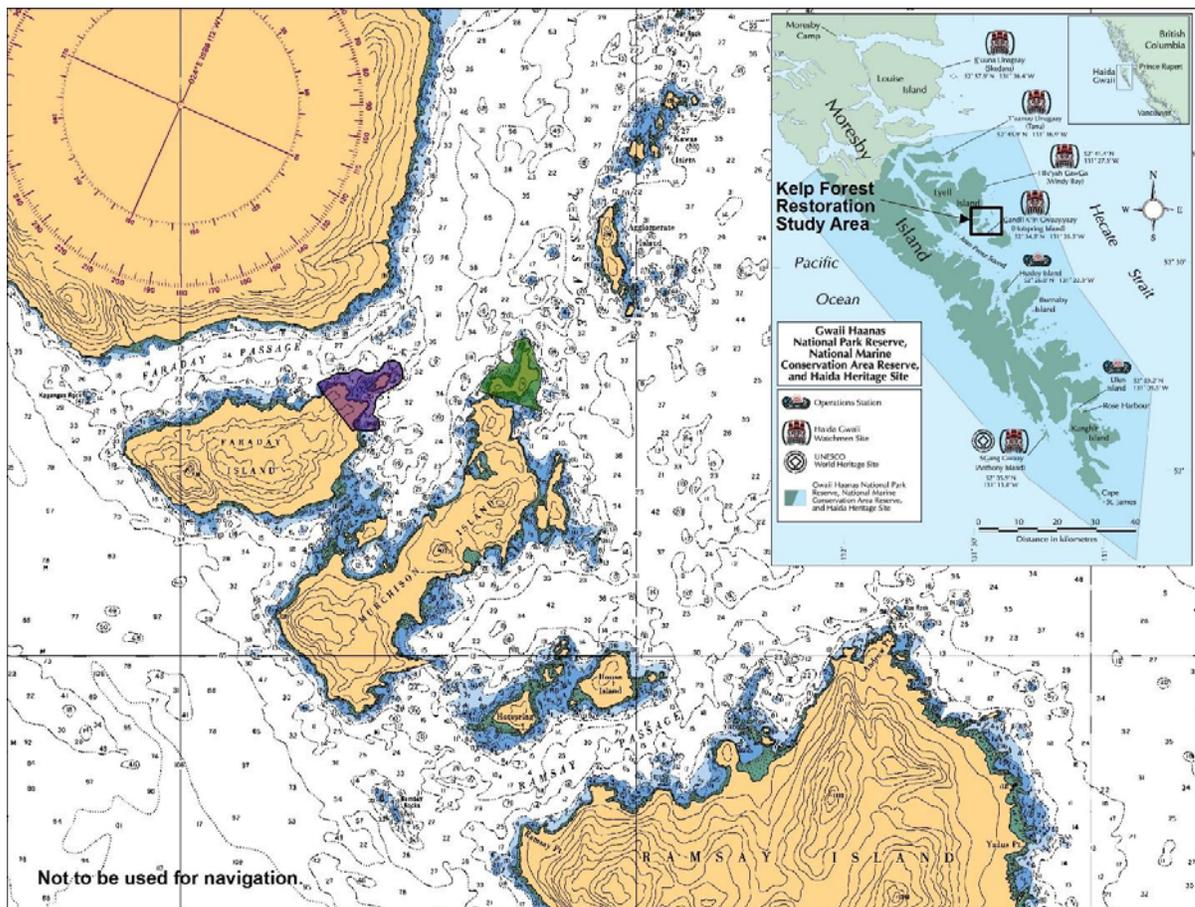


Figure 1: Map of Project Area with urchin fishing and culling restoration site marked in green on the NE end of Murchison Island in Juan Perez Sound, Gwaii Haanas, Haida Gwaii.

Appendix A: Biosecurity Requirements for Contractors bringing vessels into Gwaii Haanas:

1) Reduce opportunities for rodents to hide onboard or near a docked/dry docked vessel

- Keep the vessel deck tidy with no gear piles.
- Keep areas around dry docked vessel clean.
- Do not drape or lean materials on vessel that rodents could climb when no crew are present.
- Use tightly packed steel wool to fill all possible rodent access holes into the cabin area or below decks. Rats can pass through holes as small as 1/2-inch across; mice go through 1/4-inch holes.
- Close all doors and hatches when vessel is not in use.

2) Install and maintain mouse and rat control devices

- Gwaii Haanas will provide contractors with the required number of rat and mouse traps at least two weeks prior to start of work.
- Deploy snap traps on vessel (s) at least two weeks prior to entering Gwaii Haanas.
- Secure snap traps in dark areas against walls and in areas where garbage or food is stored. For smaller vessels (<30') use two snap traps each for mouse and rats. For large vessels >40', install at least two snap traps in areas where food or garbage is stored, two in the engine room, one in the wheelhouse, two near the bow (inside), and two where equipment is stored inside.
- Check traps the day after initial deployment and replace bait as needed (bacon or preserved meat that can be secured to the bait pan is good). Check traps at least once per week for the two weeks before and while in Gwaii Haanas as well.
- If snap traps cannot be maintained, bait stations with low toxicity anticoagulant can be used as an alternate. Two bait stations should be used on smaller vessels with additional bait stations added as per snap trap scaling above for larger vessels.

3) Food and Garbage

- Do not store food, garbage, or compost containers on vessels that are in port or dry dock.
- Upon loading vessel prior to departure, food should be stored off the floor in sealed rat-proof containers.
- Check vessel for rodent sign (droppings, chew marks), paying particular attention to areas where food is stored.
- Contractors must ensure that all vessel staff have been trained to identify rodent and rodent sign using Appendix 2, and are familiar with rodent reporting procedures in Gwaii Haanas including the rodent reporting form.
- Do not store garbage onboard when the vessel is not in use or in dry dock.
- While working in Gwaii Haanas, keep all garbage in sealed metal containers or other rodent-proof containers outside the cabin area.

4) Inspect vessel for rodent sign

- Inspect the vessel for rodent sign (droppings, chew marks), with extra attention where food or garbage is stored. Inspection should be done one week prior to, and again on day of departure to Gwaii Haanas.
- Inspect all cargo, including coiled line and containers, including food/gear in rat-proof containers for rodent sign (droppings, chew marks) before loading. Pay special attention to building materials as rats have places to hide and increase trap effort accordingly.
- If rodent activity is detected onboard, complete the rodent reporting form (Appendix 1) and contact the Resource Conservation Manager immediately for further instruction before using the vessel in Gwaii Haanas.

5) Reporting rodent sign on vessel

- If any rodent sign is found on vessel, the vessel may not travel into Gwaii Haanas until rats are removed.
- Contact the Resource Conservation Manager immediately for further instruction. The vessel must not travel into Gwaii Haanas until cleared to do so.
- Fill out rodent reporting form if rodents or rodent sign is found on a vessel. Record the location, exactly what was seen and/or where sign (droppings, chew marks) was found, the date, and the name and contact information of the person who found the rodent/sign.
- Take photos of the animal or sign of presence if possible.
- Collect the sign (animal (freeze), droppings, chew marks on packaging) and provide to Gwaii Haanas staff if possible.

6) Pre-departure vessel inspection

- Prior to departing for Gwaii Haanas, contractor must ensure vessel is inspected for rodent sign and ensure that biosecurity activities are in place and being properly implemented (e.g., snap traps).

7) Mooring in Gwaii Haanas

- Vessels working on/near rat-free islands should preferentially anchor away from small islands as is safe and feasible because many are rat infested.

Appendix 1. Rodent reporting form (see next page)

Solicitation No. - N° de l'invitation
 5P438-180312/A
 Client Ref. No. - N° de réf. du client
 5P438-180312

Amd. No. - N° de la modif.
 File No. - N° du dossier
 XLV-8-41022

Buyer ID - Id de l'acheteur
 xlv211
 CCC No./N° CCC - FMS No./N° VME

If you see a rodent (rat or mouse) at any location in Gwaii Haanas, please fill out form and relay information to Gwaii Haanas staff immediately.

Contact the Gwaii Haanas office at **250-559-8818**.

Report your sighting to Robyn Irvine (Conservation and Restoration Manager), Carita Bergman (Terrestrial Ecologist), or Tyler Peet (Resource Conservation Manager).

If you have no means of contacting the office please notify the Gwaii Haanas Resource Conservation staff in the field as soon as possible, through the Watchmen staff or via marine radio channel 6 or 16.

| | | | |
|--|-----------------------------|--|-------------------|
| Name: | | Phone #: | |
| Date reported: | | Email: | |
| REPORT | | | |
| Species: | | | |
| # observed: | | | |
| Confidence of ID: | >95% Extremely confident | 95-75% Somewhat confident | <75% Uncertain |
| Date observed: | | | |
| Time of day: | | | |
| Describe location: (approx. Latitude, Longitude, name of island or land feature) | | | |
| Describe area observed: (e.g. in intertidal, in forest, in burrow, in seabird colony, near campsite, on boat/kayak) | | | |
| Sign: scat, predated (headless) seabird, tracks, chew marks/damage to food or property, sounds (gnawing, squeaking), food caches, burrows – please collect where possible | | | |
| Photos? (Y/N) please describe and attach | | | |
| Other comments | | | |
| Islands with native mice in Gwaii Haanas | | Alder, Bolkus, Burnaby, East Copper, George, Hotspring, House, Howay, Jeffery, Lyell, Kunghit, Moresby, Nomad, Rankine, Ramsay, Richardson, Ross, Section, Sgang Gwaay, Tanu | |
| Islands confirmed to have rats in Gwaii Haanas | | Annette, Burnaby, Ellen, Faraday, Flower Pot, High, Huxley, Kunga, Kunghit, Marshall, Murchison, Nest, Rainy, Richardson, Shuttle, Swan, Tanu, Titul, Topping | |

Appendix 2. Rodent ID

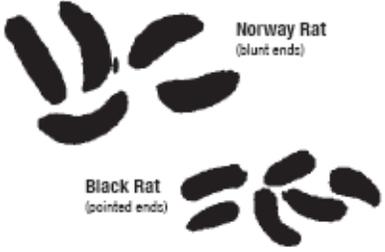
| | | |
|-------------------------|------------------------------------|--------------|
| Species ID guide | Identifying characteristics | Signs |
|-------------------------|------------------------------------|--------------|

| | | |
|--|--|--|
| <p>Keen's Deer mouse – <i>Peromyscus keeni keeni</i></p>  | <p>Native sub-species to Haida Gwaii, extirpated by rats on rat-infested islands. Greyish to reddish-brown fur on top and whitish under parts. The tail is short-haired and bi-coloured with darker fur on top and lighter fur underneath. The body is round and slender, with a large head and pointed snout with whiskers. The ears are large and round and tails smooth and haired.</p> |  <p>In soft soil whole heels and toes may be visible, but commonly you will find just pads and claws. 5-toed hind prints are about 1/2 inch long and 4-toed fore prints are smaller. Prints will be in groups of 4.</p>  <p>House Mouse <small>(small; pointed ends)</small></p> <p>Look for droppings that look like black grains of rice.</p> |
| <p>House mouse <i>Mus musculus</i></p>  | <p>Introduced to Haida Gwaii, not yet identified in Gwaii Haanas. Brown or grey fur with lighter underparts (but not white like the Deer Mouse). The long, slender tails and large round ears have little fur. The tail is a single colour. Rings and scales may be visible on tail. The eyes are large, black and beady. The whiskers are long. Adults are 2.5 to 4 inches long (not including tail, which can be up as much as their total length).</p> <p>*Juvenile deer mice may also look similar to house mice</p> | |
| <p>Black rat <i>Rattus rattus</i></p>  | <p>Introduced on a number of islands in Gwaii Haanas. Can climb trees.</p> <p>Fine grey to black hair that is lighter underneath. May have white markings Ears are large, rounded and naked (if folded forward without stretching, they easily cover eyes). Eyes are large, nose is narrow and pointed. Top of the rear feet is gray as the underside. Tail is longer than the length of the body (if not injured, which can be common). Averaging 7-9 inches in length (not including their tail). Tail is ringed with very little hair.</p> | |

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| | | |
|--|--|---|
| | |  <p>Norway Rat (blunt ends)</p> <p>Black Rat (pointed ends)</p> <p>Droppings are dark brown capsule-shaped, 1/2 - 3/4 inch long.</p> |
|--|--|---|

ANNEX B - FINANCIAL BID PRESENTATION SHEET (Basis of Payment)

The financial bid presentation sheet of the successful financial bid will form the Basis of Payment of the resulting contract.

B1. Evaluation Price

| Item | Description | Unit Price | No. Units | Extended Total (CAD\$) |
|--------------------------|---|---------------------|-----------|------------------------|
| B1.1 – Known Work | | | | |
| B.1.1.1 | Health and Safety Plan , in accordance with section 3.0 of Annex A. | | LOT | \$ _____ |
| B.1.1.2 | Rodent Biosecurity , in accordance with appendix A to Annex A, Biosecurity Requirements for Contractors bringing vessels into Gwaii Haanas | | LOT | \$ _____ |
| B.1.1.3 | Mobilization of Contractor from home port(s) to the Restoration area. | | LOT | \$ _____ |
| B.1.1.4 | Known Work – Sea Urchin Removal Operation: Daily Rate for five (5) commercial fishing vessels with a minimum crew of 3 divers per vessel, and a minimum of 1 sea urchin packer. Rate includes all required equipment, logistical support, food & accommodation for personnel, in accordance with section 4.0 of Annex A. | \$ _____ Per Day | 10 days | \$ _____ |
| B.1.1.5 | Sea Urchin Food Delivery Two delivery trips: one to Queen Charlotte Harbour, one to Masset Harbour | | LOT | \$ _____ |
| B.1.1.6 | Demobilization of Contractor from the Restoration area to home port(s). | | LOT | \$ _____ |

| B1.1.7 | Documentation Deliverables: Summary Report on Sea Urchin Removal, Daily Logs, Indigenous Benefits Plan Report; in accordance with section 5.0 of Annex A. | LOT | \$ _____ |
|---|--|---------------------|---|
| Sub-total – Known Work | | | \$ _____ |
| B1.2 – Unscheduled Work | | | |
| The estimated usage and resulting extended totals within this section are included for the purpose of bid evaluation only and will not be included in the Basis of Payment of the resulting contract. | | | |
| Item | Description | Unit Price | Extended Total (CAD\$) |
| B1.2.1 | Per Diem Standby / Unscheduled Work – Daily Rate In case of a delay that is outside of the Contractor`s control (for example, weather delays, client caused delays), the following daily rates will apply. | \$ _____ Per Day | Estimated Usage 2 days \$ _____ |
| Sub-total – Unscheduled Work | | | \$ _____ |

| | |
|------------------------------|----------|
| B1.3 EVALUATION PRICE | |
| Sub-total – Known Work | \$ _____ |
| Sub-total – Unscheduled Work | \$ _____ |
| Evaluation Price | \$ _____ |

Note (**applicable to the Contract**): The “Total Estimated Cost” or “Revised Estimated Cost” given on page 1 of this Contract includes an estimate of the taxes which may be applicable [refer to the General Conditions].

B2. Unscheduled Work

The term “Unscheduled Work” is used generically herein to encompass any design change, increase or decrease in the scope of the work or additional work, and is applicable whether such change results in an increase, decrease or no change in the cost.

1. **Negotiation**

When negotiating unscheduled work, pricing shall be determined by pro-rating from quoted work costs in the Contract, or from comparable historical data applicable to similar work at the same facility, or by direct negotiation of hours and material costs.

2. **Price Breakdown**

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CCC No./N° CCC - FMS No./N° VME

The Contractor must, upon request, provide a price breakdown for all unscheduled work, by specific activities with trades, person-hours, material, subcontracts and services.

3. **Payment for Unscheduled Work**

The Contractor will be paid for unscheduled work arising, as authorized by Canada. The authorized unscheduled work will be calculated as follows:

Number of Days (to be negotiated) X \$ The Rates at section B1.2.1 being the Contractor's firm daily rate which includes overhead and profit.

The firm daily rate will remain firm for the term of the Contract and any subsequent amendments.

ANNEX C – INSURANCE REQUIREMENTS

C1. Commercial General Liability Insurance

- C1.1 The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- C1.2 The Commercial General Liability 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 should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

- m. 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.

C2. Marine Liability Insurance

- C2.1 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 (1.2) below.
- C2.2 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.
- C2.3 The Protection and Indemnity insurance policy must include the following:
- 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.

C3. Environmental Impairment Liability Insurance

C3.1 The Contractor must obtain Contractor's Pollution Liability insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$1,000,000 per accident or occurrence and in the annual aggregate.

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If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

The Contractor's Pollution Liability 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. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- c. Separation of Insureds: 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.
- d. Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- e. Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.

ANNEX D - TENDER DELIVERABLES

D.1 Mandatory Tender Deliverables Checklist

The following are mandatory with the bid and the Bidder's submission will be evaluated against the requirement as defined herein. The Bidder must be determined to be compliant on each item to be considered responsive.

| No | Solicitation Part | Reference | Description | Document provided |
|----|-------------------|---------------------------------|---|--------------------------|
| 1 | Front page | Front page | Request for Proposal document part 1 page 1 completed and signed; | <input type="checkbox"/> |
| 2 | 3 | Article 3.1 Section I | Technical Bid Submission | <input type="checkbox"/> |
| 3 | 3 | Article 3.1 Section II, Annex B | Financial Bid Presentation Sheet, completed | <input type="checkbox"/> |

D.1.2 Supporting Deliverables

If the following documents which support the bid are not submitted with the bid they may be requested by the Contracting Authority and they must be provided within forty-eight (48) hours of the written request:

| No | Solicitation Part | Reference | Description | Document provided |
|----|-------------------|---------------|---|--------------------------|
| 1 | Part 5 | Article 5.2.1 | Integrity Provisions – Required Documentation List of the Directors of the bidder's company | <input type="checkbox"/> |
| 2 | Part 5 | Article 5.2.3 | Canadian Content Certification, completed | <input type="checkbox"/> |
| 3 | Part 5 | Article 5.2.4 | Vessel Charter information for proposed vessels | <input type="checkbox"/> |
| 4 | Part 6 | Article 6.5.3 | Contractor's Representatives, table completed | <input type="checkbox"/> |
| 5 | Annex C | Article 5.2.6 | Proof of Insurance as per Annex C or a Letter of Insurability as per 5.2.7 | <input type="checkbox"/> |
| 6 | Annex F | | Electronic Payment Instruments, completed (if applicable) | <input type="checkbox"/> |

ANNEX E - TECHNICAL EVALUATION CRITERIA

PART 1: MANDATORY CRITERIA

The following is the minimum Government of Canada requirements for the Contractor required to build a team of certified commercial sea urchin divers, vessels, and packers to reduce the density of red, purple and green sea urchins by 75-95% from 3 km of shoreline down to ~50 feet depth on NE Murchison Island in Gwaii Haanas NPR, NMCAR, and HHS. All marketable sea urchins will be transported for commercial processing or food for Haida communities and all non-marketable urchins will be lethally smashed underwater.

The Bidder must provide proof and/or verification of the Mandatory Technical Criteria herein through supporting documentation such as technical brochures, certificate of qualifications and letters of authenticity from industry associations, as applicable.

| Item | Minimum Mandatory Requirements | Pass / Fail | Bid Ref Page # | Comments |
|------|--|-------------|----------------|----------|
| 1. | All vessels to be used on the program must be Transport Canada (TC) approved to operate with current regulatory certifications for the vessel(s) and vessel operators. Proof is required in the form of TC Vessel Registrations and TC operator certificate of qualifications | | | |
| 2. | All commercial diving operations must comply with regulations, standards and procedures required by Work Safe BC for all workers who will be on site. Proof is required in the form of all required valid certifications including commercial SCUBA diving tickets, current SCUBA diving medical certificates, etc., for each of the personnel conducting the work or a specific plan for how the personnel will obtain the necessary certifications before the contract start date. | | | |
| 3. | To take part in commercial harvest all vessels must have either a FZC or ZC licence, all harvesters must have a fisher registration card, all divers must follow all WCB occupational diver requirements and all conditions of the FZC or the ZC licence must be met which includes validation of the catch at first point of landing and harvest logbooks and chart data. Proof is required in the form of copies of FZC or ZC licenses from DFO. | | | |
| 4. | Proof must be provided that at least one of the vessels on site for the duration of the contract will be fitted with VMF equipment. | | | |
| 5. | The requisite minimum number of vessels (5) and minimum required crew (3 divers/vessel) | | | |

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| Item | Minimum Mandatory Requirements | Pass / Fail | Bid Ref Page # | Comments |
|------|---|-------------|----------------|----------|
| | must be demonstrated to be available, licensed and allocated for the 10 days of work (50 boat days). At least one urchin packer must also be demonstrated to be available, licensed and allocated for the work. | | | |
| 6. | The Bidder must submit an Indigenous Benefits Plan (IBP) that demonstrates their proposal includes specific socio-economic benefits to local Haida Nation persons and/or firms. | | | |

PART 2: POINT – RATED CRITERIA

1. Experience and Capacity

| Item | Point Rated Requirements | Scoring and Evaluation Criteria | Bid Ref Page # & Comments | Raw Score (0-10) | Weight Factor (WF) | Total Points |
|------|--|---|---------------------------|------------------|--------------------|--------------|
| 1.1 | The supplier should demonstrate how their experience in the field of commercial urchin fishing will allow the efficient and complete harvest and crushing of urchins within the Murchison island restoration area. | 10 pts – More than 20 years experience aggregate across the entire team proposed 5 pts - Between 10 and 20 years experience aggregate across the entire team proposed 0 pts – Between 0 and 10 years experience aggregate across the entire team proposed | | | 3 | /30 |
| 1.2 | The supplier should demonstrate that they have established a location or locations at a processing plant(s) to accept the urchins in the September time period. | 10 pts – Processing plant(s) on Haida Gwaii set up to receive urchins 5 pts - processing plant(s) within BC set up to receive urchins 0 pts – No relationship established with processing plant | | | 3 | /30 |
| 1.3 | Total – Experience & Capacity | | | | | /60 |

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2. Indigenous Benefits Plan

The Bidder's bid should include an Indigenous Benefits Plan (IBP) as described below with their bid. Sufficient detail must be included in the Indigenous Benefits Plan to allow Canada to assess the value and quality of the proposed Indigenous Benefits and the communication with members of the Haida Nation as well as the probability of the Bidder meeting each of the outlined objectives. If the contractor makes a valid effort to contact members of the Haida Nation and is unsuccessful in securing sub-contractors, they should still submit the IBP documenting the contact efforts in order to meet mandatory criteria.

2.1 Guidance for bidders

2.1.1 Sub-contracting

What we are looking for:

How the bidder intends to sub-contract with firms, technical personnel (processors, divers or captains and deckhands) or vessels that are Haida Nation member owned and/or operated and outside organizations which have experience or mandates in various aspects of contracting with Indigenous peoples and Indigenous Firms. Bidders are encouraged to contact:

Vanessa Bellis,
Haida Fisheries Program Manager,
Haida Fisheries Program,
Council of the Haida Nation
Tel: 250-626-3302
Email: vanessa.bellis@haidanation.com

and

Dan McNeill,
Shellfish Biologist,
Haida Fisheries Program,
Council of the Haida Nation
Tel: 250-626-3302
Email: dan.mcneill@haidanation.com

The bidder should:

- Identify specific Haida Nation sub-contractors or suppliers that will be used by the Contractor
- Identify the estimated value, material, equipment, and services intended to be carried out by Haida Nation Firms or vessels and the duration of the sub-contractor deployment.
- Detail how Haida Nation Firms will be engaged for the requirements identified in the project specification document,

- Describe how they will support the development of new or expanded technical capabilities for Haida Fisheries Program divers as per the SOW requirements and/or technical capacity in Haida Nation vessels, crew and captains.

2.1.2 Human Resources

What we are looking for:

How the bidder intends to address the employment of people from the Haida Nation are encouraged to contact the manager of the Haida Fisheries Program (Ms. Vanessa Bellis) or the Shellfish Biologist (Mr. Dan McNeill) in order to obtain information on current certified Haida divers or Haida owner/operators of appropriate vessels.

The bidder should provide:

- Descriptions and list of the positions intended to be filled by Haida Nation personnel, vessels, and firms.
- Strategies utilized for the recruitment of these personnel, vessels and firms.
- Quantity of expected hires and duration of employment.

2.1.3 Training and Skills Development

What we are looking for:

How the bidder intends to address training, and skills development for Haida Nation members who have the mandatory requirements for commercial diving but not yet any experience in the commercial urchin fishery or who have an interest in crewing or captaining vessels for the commercial urchin fishery and how the training and skills development of Indigenous people will be managed during the Work.

The bidder should provide:

- A list with descriptions of on-the-job training programs and apprenticeship programs intended for employees from Haida Nation that will be supported during the contract.
- Strategies for ongoing skills development for Indigenous People.

2.1.4 Other Measures

What we are looking for:

The Indigenous Benefits Plan should include any other plans or measures that the Contractor proposes in relation to the provision of Indigenous Benefits to the Haida Nation. Examples of Other Measures may include, without being limited to, the following:

- Provision of a cultural liaison to assist in communications between the contractor and the local communities,
- Securing Indigenous owned accommodations,
- Outreach programs to share information and create positive relationships with the local Haida communities,
- Other work or skills training activities related to but not specified in the Statement of Work.

| 2.1.2 Indigenous Benefits Plan Scoring | | | | |
|---|---|--|--------------------------------------|---------------------|
| The Indigenous Benefits Plan will be evaluated as per the following criteria: | | | | |
| Item | Point Rated Requirements | Scoring and Evaluation Criteria | Bid Ref Page # & Comments | Total Points |
| 2.1.2.1 | <p>Subcontractors: Bidders will be evaluated on their plan to sub-contract with or procure supplies and equipment from members of the Haida Nation. Points awarded must be supported by a list of specific sub-contractors or suppliers that will be used by the Contractor and will be confirmed during the contract period based on supporting documentation provided by the Contractor.</p> <p>Maximum of 40 points</p> | <p>8 points - for every Haida Nation vessel, sub-contractor, or sea urchin packing supplier or packing processor used to fulfill the SOW.</p> | | /40 |
| 2.1.2.2 | <p>Human Resources: Bidders will be evaluated on their plan to employ Indigenous people from Haida Nation in carrying out the work. Points awarded must be supported by a list of specific positions that may or will be staffed by peoples.</p> <p>Maximum of 30 points</p> | <p>3 points - for each Haida Nation owned vessel used in performing the work up to a maximum of 15 points.</p> <p>2 points - for each Haida Nation member offered crew work, processing work or diving work for the contract.</p> <p>1 points - for each position offered to a Haida Nation member in support of the project (e.g., administration, cultural liaison).</p> | | /30 |

| | | | | | | | | | | | | | | | | | | |
|--|--|---|------------|--|--------------|------|---|--------------|----------|--|---------------|--------------------|--|----------------|--------|--|----------------|--|
| 2.1.2.3 | <p>Training and Skills Development: Bidders will be evaluated on their plan to deliver on-the-job training for Haida Nation members at no additional cost under this Contract. Points awarded must be supported by a list of specific training and skills development activities that will be provided and the applicable resulting certification that will be achieved. Maximum of 20 points</p> | <p>10 points – for each Haida Nation individual planned to gain experience in the commercial urchin fishery who has not previously been involved</p> <p>5 points - for each Haida Nation individual planned to gain further experience in the commercial urchin fishery who already has commercial urchin experience</p> | /20 | | | | | | | | | | | | | | | |
| 2.1.2.4 | <p>Other Measures: Bidders will be evaluated on their plan to offer other opportunities to Haida Nation members. The bidder should describe these opportunities in their IBP. Examples of other measures include, but are not limited to the following:</p> <ul style="list-style-type: none"> • Provision of a cultural liaison to assist in communications between the contractor and the local communities, • Securing Indigenous owned accommodations, • Provision of return transportation to/from local communities to job site, • Community outreach programs to share information and create positive relationships, • Other work or skills training activities related to but not specified in the Statement of Work. <p>Points awarded should be supported by a description of the other measures proposed in the Indigenous Benefit Plan and a plan for their implementation. Points are not provided for each element proposed. The submission for this criterion will be evaluated in whole. Maximum of 20 points</p> | <p>Points will be assigned for the following criteria:</p> <table border="1" data-bbox="678 579 1341 1062"> <tr><td>Inadequate</td></tr> <tr><td>Did not submit information for evaluation or submission is insufficient to be evaluated.</td></tr> <tr><td>0 – 4 points</td></tr> <tr><td>Weak</td></tr> <tr><td>Submission does not cover all components or submission is weak.</td></tr> <tr><td>5 - 8 points</td></tr> <tr><td>Adequate</td></tr> <tr><td>Submission is acceptable and should ensure adequate results.</td></tr> <tr><td>9 – 12 points</td></tr> <tr><td>Fully Satisfactory</td></tr> <tr><td>Submission is adequate and directly related the requirement and should ensure effective results.</td></tr> <tr><td>13 - 16 points</td></tr> <tr><td>Strong</td></tr> <tr><td>Submission is superior and should ensure very effective results.</td></tr> <tr><td>17 - 20 points</td></tr> </table> | Inadequate | Did not submit information for evaluation or submission is insufficient to be evaluated. | 0 – 4 points | Weak | Submission does not cover all components or submission is weak. | 5 - 8 points | Adequate | Submission is acceptable and should ensure adequate results. | 9 – 12 points | Fully Satisfactory | Submission is adequate and directly related the requirement and should ensure effective results. | 13 - 16 points | Strong | Submission is superior and should ensure very effective results. | 17 - 20 points | |
| Inadequate | | | | | | | | | | | | | | | | | | |
| Did not submit information for evaluation or submission is insufficient to be evaluated. | | | | | | | | | | | | | | | | | | |
| 0 – 4 points | | | | | | | | | | | | | | | | | | |
| Weak | | | | | | | | | | | | | | | | | | |
| Submission does not cover all components or submission is weak. | | | | | | | | | | | | | | | | | | |
| 5 - 8 points | | | | | | | | | | | | | | | | | | |
| Adequate | | | | | | | | | | | | | | | | | | |
| Submission is acceptable and should ensure adequate results. | | | | | | | | | | | | | | | | | | |
| 9 – 12 points | | | | | | | | | | | | | | | | | | |
| Fully Satisfactory | | | | | | | | | | | | | | | | | | |
| Submission is adequate and directly related the requirement and should ensure effective results. | | | | | | | | | | | | | | | | | | |
| 13 - 16 points | | | | | | | | | | | | | | | | | | |
| Strong | | | | | | | | | | | | | | | | | | |
| Submission is superior and should ensure very effective results. | | | | | | | | | | | | | | | | | | |
| 17 - 20 points | | | | | | | | | | | | | | | | | | |
| 2.1.2.5 | Total Points – Indigenous Benefits Plan | | /110 | | | | | | | | | | | | | | | |

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ANNEX F – ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);