



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

Bid Receiving/Réception des soumissions

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

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

REQUEST FOR PROPOSAL

DEMANDE DE PROPOSITION

Proposal to: Fisheries and Oceans Canada

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

Proposition aux : Pêches et Océans Canada

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

Comments: - Commentaries :

Title – Sujet GULF OF ST. LAWRENCE NORTH ATLANTIC WHALE SURVEY		Date May 6, 2019
Solicitation No. – N° de l'invitation F5211-190121		
Client Reference No. - No. de référence du client FP834-190101		
Solicitation Closes – L'invitation prend fin At / à : 14 :00 AST (Atlantic Standard Time) On / le : May 21, 2019		
F.O.B. – F.A.B Destination	GST – TPS See herein — Voir ci-inclus	Duty – Droits See herein — Voir ci-inclus
Destination of Goods and Services – Destinations des biens et services See herein — Voir ci-inclus		
Instructions See herein — Voir ci-inclus		
Address Inquiries to – Adresser toute demande de renseignements à Kimberly Walker Email – courriel: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca		

Delivery Required – Livraison exigée See herein — Voir ci-inclus	Delivery Offered – Livraison proposée
Vendor Name, Address and Representative – Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur:	
Telephone No. – No. de téléphone	Facsimile No. – No. de télécopieur
Name and title of person authorized to sign on behalf of Vendor (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)	
Signature	Date



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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement applicable to this requirement.

1.2 Statement of Work

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

1.3 Debriefings

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

1.4 Trade Agreements

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

1.5 Procurement Ombudsman

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



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<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 \(2018-05-22\)](#) 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 Fisheries and Oceans Canada (DFO) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to DFO will not be accepted.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 5 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.4 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)

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.

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

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

Canada requests that bidders follow the format instructions described below in the preparation of 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 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.

3.1.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "D" Electronic Payment Instruments, to identify which ones are accepted.



If Annex “D” 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.

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Please see Annex E for details

4.1.1.2 Point Rated Technical Criteria

Please see Annex E for details

4.1.2 Financial Evaluation

SACC *Manual* Clause [A0222T \(2014-06-26\)](#), Evaluation of Price

4.2 Basis of Selection

4.2.1 Basis of Selection - Highest Rated Within Budget

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all mandatory technical evaluation criteria; and
2. Bids not meeting (a) or (b) will be declared non responsive. The responsive bid with the highest number of points will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget available for this requirement.



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. Unless specified otherwise, 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 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](#) 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 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources



The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

5.2.3.2 Contractor's Representative

The Contractor's Representative for the Contract is:

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

5.2.3.3 Supplementary Contractor Information

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

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

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

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

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

- d) For corporations, the BN, or if this is not available, the GST/HST number. If there is no



BN or GST/HST number, the T2 Corporation Tax number must be shown:

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

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

Signature

Print Name of Signatory

5.2.3.4 Former Public Servant

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

Definitions

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

- A. an individual;
- B. an individual who has incorporated;
- C. a partnership made of former public servants; or
- D. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension?

Yes () No ()



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

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

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

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

Yes () No ()

If so, the Bidder must provide the following information:

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

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



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 the 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 - 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 contract award through to March 31, 2020 inclusive. The project dates are as follows: 28 days of sea time between the 02 July 2019 and 31 August 2019 with a change of science crew after the first 14 days.

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 3 additional 1 year period(s) 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 15 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.

Option periods, if exercised will be April 1, 2020 through to March 31, 2021 and April 1, 2021 through to March 31, 2022. Project work will be between July and August each year

6.5 Authorities

The Contracting Authority for the Contract is:

Name: Kimberly Walker
Title: Senior Contracting Officer
Department: Fisheries and Oceans Canada
Directorate: Materiel and Procurement Services
Address: 301 Bishop Drive, Fredericton, NB E3C 2M6



E-mail address: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca

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

6.5.2 Project Authority

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

Name: _____
 Title: _____
 Organization: _____
 Address: _____

 Telephone: _____
 Facsimile: _____
 E-mail address: _____

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

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

Name: _____
 Title: _____
 Organization: _____
 Address: _____

 Telephone : _____
 Facsimile: _____
 E-mail address: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Payment

6.7.1 Basis of Payment

- 6.7.1.1 In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ _____ (*insert amount at contract award*) and Applicable Taxes are extra.
- 6.7.1.2 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

SACC *Manual* clause [C6000C \(2017-08-17\)](#) Limitation of Price

6.7.3 Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- b. 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;
- c. all such documents have been verified by Canada;
- d. the Work performed has been accepted by Canada.

6.7.4 Electronic Payment of Invoices – Contract

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

- a. MasterCard Acquisition Card;
- b. Direct Deposit (Domestic and International);

6.8 Invoicing Instructions

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

Email: DFO.invoicing-facturation.MPO@canada.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 and Additional Information

6.9.1 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.

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

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



6.10 Applicable Laws

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

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) the general conditions 2010C (2018-06-21), General Conditions - Services (Medium Complexity);
- c) Annex A, Statement of Work;
- d) Annex B, Basis of Payment;
- e) Annex C, Marine Liability Insurance;
- f) Annex D, to part 3 – bid solicitation
- g) 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. You can also obtain more information on OPO services available to you on their website at www.opo-boa.gc.ca.

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

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

6.13 Insurance G1005C

The Contractor must maintain adequate insurance coverage for the duration of any and all contract work. Compliance with Insurance requirements does not release the Contractor from or reduce its liability under any related contracts.

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

Upon contract award the successful bidder will be required to supply proof of insurance to the contracting authority within ten (10) business days. The contractor may be required to provide proof of insurance upon request at any time throughout the contract period.



6.14 Licensing

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

6.15 SACC Manual Clauses

6.15.1 SACC Manual clause A9141C (2008-05-12) Vessel Condition

The Contractor warrants that the vessel 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

6.15.2 SACC Manual clause G5003C (2018-06-21) Marine Liability Insurance



ANNEX "A" STATEMENT OF WORK

1.0 Scope

1.1 Title

A study on marine mammals and the potential impact(s) through ship-based oil spills for Fisheries and Oceans Canada (DFO) - Gulf of St. Lawrence

1.2 Introduction

Fisheries and Oceans Canada (DFO) are seeking the availability of a research vessel charter (vessel and crew) to conduct and deliver a scientific mission(s) in the Gulf of St. Lawrence south of Anticosti Island along the New Brunswick, Prince Edward Island and Nova Scotia coastlines. This science mission is focused on 1) surveying North Atlantic Right Whale (NARW), the distribution and factors affecting the distribution of their prey; and 2) the potential impact to habitat through ship-based oil spills.

The requirement is for a research vessel charter (vessel and crew) for 28 days between 02 July 2019 and 31 August 2019. The vessel will mobilize in Dartmouth, Nova Scotia at the Bedford Institute of Oceanography (BIO) and will proceed to the research area (Gulf of St. Lawrence south of Anticosti Island along the New Brunswick, Prince Edward Island and Nova Scotia coastlines). The demobilization will happen at BIO upon completion of the research mission.

1.3 Contract Dates

The Contract dates are as follows: 28 days of sea time between the 02 July 2019 and 31 August 2019 with a change of science crew after the first 14 days.

The Contractor grants to Canada, the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year periods 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.

Option periods, if exercised will be April 1, 2020 through to March 31, 2021 and April 1, 2021 through to March 31, 2022. Project work will be between July and August each year

1.4 Objectives of the Requirement

The Contractor is to provide a qualified vessel and crew to complete oceanographic survey focusing on North Atlantic Right Whales (NARW) in the Gulf of St. Lawrence.

The 3 main research tasks of this mission are as follows:

- 1.4.1 Surveying North Atlantic Right Whale (NARW) populations in the Gulf of St. Lawrence;
- 1.4.2 Distribution and factors affecting the distribution of their prey;
- 1.4.3 The potential impact to habitat through ship-based oil spills.

1.5 Scope

The Science Branch, Fisheries and Oceans Canada, Maritimes Region, Dartmouth, Nova Scotia, Canada, requires the complete services of an Oceanographic Research Vessel charter (vessel and crew) to deliver the summer 2019 Marine Mammal and Oil Spill Impact Mission. This mission is required to understand the population, migration patterns and effects of shipboard oils spills on the endangered North Atlantic Right Whale (NARW).



The work is focused on surveying North Atlantic Right Whales (NARW), the distribution and factors affecting the distribution of their prey – mainly copepods, and the potential impact to habitats through ship-based oil spills. The main focus of the work will extend from the St. Lawrence River estuary (~ 68°W) through the southern Gulf of St. Lawrence to the Cabot Strait. A small number of sampling stations will be within the estuary, with the main surveying and sampling occurring in the Gulf, south of Anticosti Island along the New Brunswick, Prince Edward Island and Nova Scotia coastlines. The specific locations of the stations will be driven by reported NARW sighting immediately prior to the start of the mission. Specific stations for sampling copepods or carrying out oil effects studies will be determined based on surveys of whale locations which will be ongoing during the mission.

2.0 Requirements

2.1 Scientific Survey Objectives

The main objective of this mission is to survey and document NARW in the Gulf of St. Lawrence, understand the distribution of their prey and processes driving this distribution and understand the potential effects of a ship-based oil spill on the habitat in the region. This is a collaboration among three DFO research groups.

- 1. Surveying and Sampling NARW** To protect the NARW, it is important to understand the impacts of shipping, specifically noise, on the health of the whales. The Gulf of St. Lawrence is an important summer habitat for the NARW, but is also an active shipping area as vessels transit between the ports in the St. Lawrence River and the Atlantic Ocean. Throughout the mission, observed will record and photograph NARW. The health of whales will be monitored by using drone overflights to assess body condition. Drones will photograph individuals and when equipped with collection devices, drones may be flown through the vapor cloud from whale blow to measure hormonal status. Small boats will be used to approach individuals and collect samples of fecal material or use crossbows to biopsy tissues for measuring hormones, DNA or contaminants. If possible, suction-cup tags will be deployed to provide information about underwater movements of the animals.
- 2. Understanding processes driving copepod aggregation in NARW foraging areas** NARW have frequently been observed around convergence and divergence features. NARW forage on zooplankton, with copepods being their main prey. Understanding the physical processes that control the spatial distribution of copepods and result in aggregation will aid in understanding habitat use by NARW. This mission will map copepod distribution in the Gulf of St. Lawrence during the time the NARW are utilizing the habitat. Current velocities will be mapped along with copepod distributions to aid in modelling the underlying processes.
- 3. Characterizing the fate and behavior of oil following a ship-based spill** In areas with high levels of vessel traffic, the potential for ship-based oil spills increases. While a spill from a tanker has the potential to be significant, smaller spills from any ship has the potential to affect the environment, potentially reducing habitat suitability for specific organisms. This mission aims to characterize the fate of oil in surface waters by measuring the partitioning of surface oil into the water, chemical changes in the oil due to weathering and quantify rates of natural attenuation through microbial biodegradation. This will use ship-based incubations using water collected from specific sites within the Gulf of St. Lawrence.
- 4. (Time permitting) Preliminary survey of surface micro-plastics** Micro-plastics are emergent contaminants that have the potential to degrade habitat quality. During this mission, if time is available, samples will be collected from the surface layer to quantify and characterize the micro-plastics in the Gulf of St. Lawrence.

Sampling:



CTD/Rosette stations will be sampled at the beginning of the mission at the furthest west stations in the St. Lawrence River and moving into the Gulf of St. Lawrence. These will include depth profiles to measure background hydrocarbon concentrations and characterize the natural microbial community. Surface samples will be collected to set up the first set of incubation experiments where surface water and communities are exposed to fresh oil, mimicking a spill. A series of 4 to 5 incubations experiments will be set up over the duration of the mission. Depth profiles will be collected at stations within the Gulf as zooplankton sampling and surveying is carried out.

Mammal observers will be maintaining watch throughout the mission and identifying areas actively used by NARW. Additionally, other cetaceans and turtles may be observed and documented if encountered. When conditions allow, samples will be collected using the small boat. Tagging will be carried out when possible.

Using the presence of the NARW as a guide, the copepod spatial distributions will be mapped using tow-yo VPR/CTD observations on a spatial grid (ca. 6 km × 2 km). Current velocities will be simultaneously recorded using the ADCP. To ground truth the VPR data, net samples will be collected at specific stations. The grid sampling will be repeated 4 times over diel and tidal cycles to characterize variation in distributions due to vertical migration and currents.

If time permits, a Manta net will be deployed to collect surface samples for micro plastic quantification and characterization. Sampling could occur when other samples are being processed or while monitoring for NARW activity.

Health and Safety:

The Contractor is responsible for maintaining a work environment that is both safe and healthy. It is the responsibility of the Contractor to ensure that the work environment is free of known hazards and proper safe work procedures are used when conducting tasks (i.e. boat use, working on open vessel decks). All safety and health issues/incidents are to be reported to the Project Authority by the Contractor, immediately. The DFO Maritimes Field work Occupational Health and Safety policy will be consulted for any issues arising during the contract. Policies are available from the Project Authority upon request.

2.2 Specifications and Standards

Section A: Mandatory Requirements

Vessel Certification and Documentation – must be maintained throughout the contract

- The vessel must have a valid Transport Canada certificate Minimum Safe Manning Document – Convention with a Trading Area of Near Coastal, Class 1 Voyage, or international equivalent.
- The vessel must have a valid Transport Canada (or recognized organization) Safety Management Certificate or international equivalent.
- The vessel must have Transport Canada (or recognized organization) Safety Equipment Certificate or international equivalent.
- The Captain(s) of the vessel possesses a valid certificate of competency that meets or exceeds the operation for size (gross tonnage) of the vessel and the area of Work (*Near Coastal, Class 1* or international equivalent).
- All crew members have valid Marine Emergency Duty (MED) A1 certificates or Standard for Training, Certification and Watch keeping (STCW Basic Safety).

Vessel Particulars

- The vessel is equipped for continuous operations for a period of up to 14 days (e.g., endurance range of vessel, provisions, water making system, etc.).
- The vessel must be able to accommodate a minimum of 14 scientific personnel (individuals consisting of both genders) for the duration of the mission. This includes:
 - provide sleeping accommodations (minimum of 14 berths and max of 4 person/cabin);



- provide a minimum of 3 on-board meals per day;
 - provide drinking water, toilets, sinks, showers and hot water.
- The vessel must have sufficient lifesaving equipment for both the crew and all scientific personnel.

Science Equipment

- The vessel must be equipped with an oceanographic water-sampling system that consists of:
 - an oceanographic CTD-Rosette package (minimum 12 bottle 10L/bottle).
 - Launch and Recovery System (LARS) - a marine crane or A-frame to launch and recover the CTD-Rosette package;
 - a winch with a minimum of 2500m (8000ft) of electromechanical cable;
 - a metering block or sheave, and;
 - a CTD rosette-mounted bottom-detection system capable of detecting when the rosette is approaching 30 m above the ocean bottom in order to stop the winch 5 m before the CTD rosette hits the ocean bottom (10 m in rough weather); and
 - a dedicated work space of 2m x 2m on the working deck for handling the rosette before launching and for sampling water bottles upon its recovery.
- The vessel must be equipped with a Launch and Recovery System (LARS) to deploy and recover DFO towed system over the stern. The LARS would consist of:
 - An A-frame and/or marine crane;
 - a metering block or sheave;
 - a winch with 1200m (4000ft) of electromechanical cable (6 conductors).
NOTE: If no winch is available, space must be provided to install a DFO supplied winch with the following specifications:
 - weight 3000kg (6600lbs)
 - winch base plate is 2.125m (83.7in) x 2.125m (83.7in) with ½ in. diameter bolt holes but can also be welded to deck, and
 - require 480V 3 phases, 30 Amp. Bidder should provide the General Arrangements of the Vessel and identify where the DFO winch would be installed.
- The vessel must be equipped with two (2) oceanographic winches:
 - One with a minimum 1200m electro-mechanical (with at least 4 conductors) cable.
 - Minimum SWL of 2300kgs (5000lbs);
 - One with 1200m of non-conducting cable. Minimum SWL of 2300kgs (5000lbs);
 - Metering blocks or sheaves to match the wire diameter and SWL of the wire on the winches.
- The vessel must be equipped with a telescoping or knuckle boom marine crane and provide the specifications. DFO minimum requirements are:
 - a lift height over the vessel rail of 10 m;
 - an outboard scope of the side of the vessel of 2 m; and
 - a crane whip cable that reaches the waterline.
- The vessel must have a minimum total deck space of 120m² (1300ft²) (not including the space required to fit the refrigerated container (Reefer) (see above).

Deck Requirements

- The vessel must be equipped with (or has a dedicated place on main deck for the setup of DFO) incubators. Space will need to be 4m² (40ft²).
 - The vessel must have a place to connect to clean sea water on the main deck to feed the incubators
 - Clean seawater for washing of nets.
- The vessel comes equipped with a (or have space to carry a DFO supplied) 6m (20ft) refrigerated



container (Reefer). If the reefer is provided by DFO the vessel will have to ensure it will be able to provide:

- electrical power; and
- a means of attaching the container to the deck.

Science Ancillary Equipment and Space

- The vessel must be equipped with a launch boat for whale tagging operations.
 - The bidder must allow the launch boat to be operated by DFO science staff who are licensed and qualified to operate around marine mammals.
 - The vessel must be able to launch the boat up to a maximum Sea State of Beaufort 3.
 - be able to carry 4 DFO science personnel; and
 - be a rigid hull and/or rigid hull inflatable boat
 - be equipped with a minimum motor of 90Hp, or twin 75Hp; and
 - have unobstructed space on the bow for one person to wield a 12m carbon fibre pole.
- The vessel must be equipped with an area above the bridge for whale observations with at least one (1) set of big eye binoculars.

Lab Spaces

- The vessel must be equipped with either interior and/or containerized laboratory space on deck for sample processing with a total minimum area of lab space of 40m² (420ft²) and have:
 - bench space to accommodate water sample extraction/preparation;
 - a minimum of one (1) sink in the laboratory area: the sink will need to have both a freshwater supply and a clean seawater supply. The sink must have the ability to dispose of seawater;
 - one (1) certified fume hood;
 - equipped with a -80 °C and -20°C freezer with a minimum of 0.5m³ (16 ft³) of storage space or have sufficient space to accommodate a DFO supplied -80°C and -20°C freezer of equivalent volume;
 - supply power to each lab;
 - access to a ship-wide Local Area Network (LAN) for connection of DFO computers. With access to NAV data (i.e. NEMA) with minimum strings being speed, position and speed;
 - include a public address system and a means of communication (e.g., phone, UHF radio, etc.) in each lab; and
 - The vessel must have a clean sea water supply system with the Seabird Thermosalinograph (TSG) system measuring ocean surface characteristics continuously for the duration of the mission in the lab space.
- The vessel has a designated dry space for the storage and preparation of drones for whale observation. Minimum space required is 3m² (32ft²).
- The vessel must have a designated hazardous storage area for the storage of chemicals used on the mission. Science will need an area of 0.5m³ (15ft³).

Vessel Mounted Transducers

- The vessel must be fitted with a 300kHz hull mounted ADCP system that can be logged for the duration of the mission.
- The vessel must be equipped with a hull mounted echosounder capable of deep water sounding to a depth of at least 1,500 m with a graphical display and serial NMEA (National Marine Electronics Association) depth output.

2.3 Change Management Procedures

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 any Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

The Project Authority is the representative of the department or agency for whom the work is being



carried out under any Contract and is responsible for all matters concerning the technical content of the Work under the any 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.

2.4 Ownership of Intellectual Property

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

3.0 Other Terms and Conditions of the SOW

3.1 Authorities

Project Authority Name to be provided upon contract award.

3.2 DFO Obligations

- In support of the successful completion of the summer 2019 Marine Mammal Survey, DFO will provide the following personnel, equipment and mission planning information:
 - DFO will provide 14 scientific personnel for each survey;
 - DFO will provide a mission plan;
 - DFO will provide instruments required for the program; and
 - Prior to the commencement of the contract, the Chief Scientist shall submit a written tentative Mission Plan that shall include:
 - Date, time and point of departure
 - Estimated time at sea
 - Estimated date, time and point of arrival;
 - Anticipated cruise track;
 - Statement of all scientific operations to be carried out;
 - List of all scientific equipment and cargo to be mobilized on board the vessel.

3.2 Contractor's Obligations

Vessel and Crew

- Captain and crew will communicate in English and must be available for each 12h shift to ensure successful communication with scientific personnel;
- Crew will be required to accommodate two 12-hour science personnel shifts (e.g. 0600h – 1800h and 1800h – 0600h). Crew deckhands will be available to operate winches and cranes during each science personnel shift.
- Upon contract award, Contractor will provide to DFO the vessel's safety and occupational health certification requirements for science personnel participating in the mission at sea.
- Crew will provide a familiarization tour of the ship for scientific personnel and inform them of the safety equipment and procedures, ensuring the safety of the equipment and personnel throughout the duration of the contract, and provide safe working areas on the ship.
- Prior to the mission at sea, the contractor will be expected to provide, or develop in collaboration with DFO, Safe Operating Procedures for the scientific operations identified in the Statement of Work.
- Prior to the mission at sea, the contractor will provide, or develop in collaboration with DFO, Safe Operating Procedures for the storage, handling, use and disposal of chemicals on board the Vessel.
- The vessel will be equipped with stores (e.g. storeroom, chemical locker) for the safe stowage of dangerous goods in accordance with regulations governing storage and separations of hazardous materials on board ships(International Maritime Dangerous Goods Code). Compliance with this requirement is subject to verification by Canada after contract award.
- Crew will assist with the loading and unloading of science equipment as required (e.g. shipboard crane operations, manual lifting if necessary, etc.)
- Crew will deploy/recover and/or assist with the deployment/recovery of oceanographic measurement devices and sea sampling equipment according to information provided by the



Chief Scientist.

- A ship-supplied technician(s) will be on board and available 24-hours to troubleshoot, repair and maintain ship-supplied equipment and manage associated data collection. The technician(s) will liaise with DFO science staff for the duration of the contract.
- The vessel will provide satellite internet service available to science personnel for communication to shore with a minimum capacity of 20GB over a 27 day period.
- The vessel and crew are to be available for the full period of the contract.
- The vessel and crew are to be able to stay at sea without calling port for a period of 14 days.
- The vessel is to be able to berth, and its crew disembark at various ports in Eastern Canada and Quebec.

3.3 Location of Work, Work site and Delivery Point

The main focus of the work will extend from the St. Lawrence River estuary (~ 68°W) through the southern Gulf of St. Lawrence to the Cabot Strait. A small number of sampling stations will be within the estuary, with the main surveying and sampling occurring in the Gulf, south of Anticosti Island along the New Brunswick, Prince Edward Island and Nova Scotia coastlines.

3.4 Language of Work

All work will be carried out in English Speaking Environments.

3.5 Travel and Living

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

4.0 Project Schedule

4.1 Expected Start and Completion Dates

Project work will take place between 02 July 2019 and 31 August 2019 and will consist of 28 working days broken into two (2) thirteen (13) day legs (with 26 working days at sea).

If option years are exercised project work will be approximately the same as initial contract year. Whale dependent.

4.2 Schedule and Estimated Level of Effort (Work Breakdown Structure) TIMEFRAME AND DELIVERY REQUIREMENTS

Mobilization of the vessel at the port of Halifax, Nova Scotia, CANADA (Not before 02 July 2019*)

- DFO equipment loading, installation of laboratories and safety inspection(s) (1 day)

Conduct the Gulf of St. Lawrence Marine Mammal Survey Mission (upon completion of mobilization to no later date than 01 August 2019)

- Survey along predetermined sampling areas as defined by the Chief Scientist combined with sighting notifications of the North Atlantic Right Whale. There will be a Science transfer of personnel (location to be determined).

Demobilization: return to the port of Halifax, Nova Scotia, CANADA (upon completion of the mission with demobilization completed no later than 31 August 2019).

- Unloading of DFO equipment and survey samples (1 day)

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



5.0 Required Resources or Types of Roles to be Performed

The Contractor is required to provide the services of specific individuals with certification to perform the Work (e.g. Captain, Officers, Bosun, etc.). If specific individuals are identified in the Bid Proposal/Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

If the Contractor is unable to provide the services of any specific individual identified in the Bid Proposal/Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

- The name, qualifications and experience of the proposed replacement; and
- Proof that the proposed replacement has the required valid certificate(s) if applicable.

The contractor must not, in any event, allow performance of the Work by unauthorized replacement persons.

6.0 Applicable Documents and Glossary

6.1 Relevant Terms, Acronyms and Glossaries

Acronyms	Definition
CTD Profiler	Conductivity-Temperature-Depth Profiler
LARS	Launch and recovery system
NEMA	National Marine Electronics Association
Rosette	System for collecting seawater samples at discrete depths in the water column
WLL	Working Load Limit
SWL	Safe Working Load
NARW	North Atlantic Right Whale



ANNEX "B" BASIS OF PAYMENT

Pricing and Basis of Payment

The Contractor shall provide an all-inclusive cost for an estimate of up to 28 "At-Sea Day" rate for any day (or portion thereof) spent at sea. No additional charges for travel, meals or living accommodations will be accepted by the Crown.

A "Sea Day" cost must be submitted for the period of July 02, 2019 to August 31, 2019.

The Contractor shall provide an all-inclusive fixed cost for data entry and editing for the contract work period of July 02, 2019 to August 31, 2019.

The Bidder must provide an all-inclusive cost on a "Sea Day" basis for:

- Any day (or portion thereof) spent at sea. No additional charges for travel, meals or living accommodations will be accepted by the Crown.
- In cases where an employee of the contractor is deployed to the DFO charter vessel, but is not at-sea, a stand-by rate will apply. This will be one half (1/2) of the normal sea day rate. Stand by rate will apply when observers are traveling to vessel or in port and not released from duty.

Initial Contract Year – Upon contract Award to March 31, 2020

"SEA DAY" RATE FOR AT-SEA OBSERVERS					
Work Period	Estimate At-Sea Days	All-inclusive At-Sea Daily Rate	# of Mobilization and Demobilization Days	Mobilization and Demobilization Rate	Estimated Total
July 02, 2019 to August 31, 2019	28				\$

Option year #1 – April 1, 2020 to March 31, 2021

"SEA DAY" RATE FOR AT-SEA OBSERVERS					
Work Period	Estimate At-Sea Days	All-inclusive At-Sea Daily Rate	# of Mobilization and Demobilization Days	Mobilization and Demobilization Rate	Estimated Total
July 02, 2020 to August 31, 2020	28				\$

Option year #2 – April 1, 2021 to March 31, 2022

"SEA DAY" RATE FOR AT-SEA OBSERVERS					
Work Period	Estimate At-Sea Days	All-inclusive At-Sea Daily Rate	# of Mobilization and Demobilization Days	Mobilization and Demobilization Rate	Estimated Total
July 02, 2021 to August 31, 2021	28				\$



ANNEX "C" MARINE LIABILITY INSURANCE

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.

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.

The Protection and Indemnity insurance policy must include the following:

- a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
- b. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Fisheries and Oceans Canada and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
- c. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
- d. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- e. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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



in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.



ANNEX “D” to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.2, the Bidder must identify which electronic payment instruments they are willing to accept for payment of invoices.

The Bidder accepts any of the following Electronic Payment Instrument(s):

- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);



ANNEX “E” - EVALUATION FORM – MANDATORY & STATEMENT OF WORK CRITERIA

MANDATORY CRITERIA

MANDATORY CRITERIA	Meets Criteria Y/N	BIDDER RESPONSE (response should make reference to the relevant proof in bidder proposal and/or appended documentation).
Vessel Certification and Documentation		
<p>M1. The Bidder must provide an unconditional and valid copy of the vessel’s Transport Canada certificate <u>Minimum Safe Manning Document – Convention</u> with a Trading Area of Near Coastal Class 1, or international equivalent, for the duration of the contract. Compliance with this certification requirement is subject to verification by Canada during the bid evaluation period (certificate must be valid at time of bid closing) and after contract award (certificate must be valid for the duration of the contract).</p>		
<p>M2. The Bidder must provide a valid copy of the vessel’s Transport Canada (or recognized organization) Safety Management Certificate or international equivalent. Compliance with this certification requirement is subject to verification by Canada during the bid evaluation period (certificate must be valid at time of bid closing) and after contract award (certificate must be valid for the duration of the contract).</p>		
<p>M3. The Bidder must provide a valid copy of the vessel’s Transport Canada (or recognized organization) Safety Equipment Certificate or international equivalent. Compliance with this certification requirement is subject to verification by Canada during the bid evaluation period (certificate must be valid at time of bid closing) and after contract award (certificate must be valid for the duration of the contract).</p>		



MANDATORY CRITERIA	Meets Criteria Y/N	BIDDER RESPONSE (response should make reference to the relevant proof in bidder proposal and/or appended documentation).
<p>M4. The Bidder must provide documentation from an insurance broker, or an insurance company licensed to operate in Canada, stating that the Bidder, if awarded the contract as a result of the bid solicitation, can be insured in accordance with all conditions including Insurance Requirements.</p>		
<p>M5. The Bidder must provide proof (copy) that the Captain(s) of the vessel possesses a valid certificate of competency that meets or exceeds the operation for size (gross tonnage) of the vessel and the area of Work (<i>Near Coastal Class 1</i> or international equivalent). Compliance with this certification requirement is subject to verification by Canada during the bid evaluation period (certificate must be valid at time of bid closing) and after contract award (certificate must be valid for the duration of the contract).</p>		
<p>M6. The Bidder must provide proof (copies of certificates) that all crew members have valid Marine Emergency Duty (MED) A1 certificates or Standard for Training, Certification and Watch keeping (STCW Basic Safety). Compliance with this certification requirement is subject to verification by Canada during the bid evaluation period (certificate must be valid at time of bid closing) and after contract award (certificate must be valid for the duration of the contract).</p>		
<p>Vessel Particulars</p>		
<p>M7. The Bidder must clearly demonstrate that the Vessel is equipped for continuous operations for a period of up to 14 days (e.g., endurance range of Vessel, provisions, water making system, etc.).</p>		



MANDATORY CRITERIA	Meets Criteria Y/N	BIDDER RESPONSE (response should make reference to the relevant proof in bidder proposal and/or appended documentation).
<p>M8. The Bidder must clearly demonstrate that the Vessel can accommodate a minimum of 14 scientific personnel (individuals consisting of both genders) for the duration of the mission. This includes:</p> <p>M8.1 provide sleeping accommodations (minimum of 14 berths and max of 4 person/cabin);</p> <p>M8.2 provide a minimum of 3 on-board meals per day;</p> <p>M8.3 provide drinking water, toilets, sinks, showers and hot water.</p>		
<p>M9. The Bidder must clearly demonstrate that the Vessel has sufficient lifesaving equipment for both the crew and all scientific personnel.</p>		
Science Equipment		
<p>M10. The Bidder must clearly demonstrate that the Vessel is equipped with an oceanographic water-sampling system that consists of:</p> <p>M10.1 an oceanographic CTD-Rosette package (minimum 12 bottle 10L/bottle).</p> <p>M10.2 Launch and Recovery System (LARS) - a marine crane or A-frame to launch and recover the CTD-Rosette package;</p> <p>M10.3 a winch with a minimum of 2500m (8000ft) of electromechanical cable;</p> <p>M10.4 a metering block or sheave, and;</p> <p>M10.5 a CTD rosette-mounted bottom-detection system capable of detecting when the rosette is approaching 30 m above the ocean bottom in order to stop the winch 5 m before the CTD rosette hits the ocean bottom (10 m in rough weather); and</p> <p>M10.6 a dedicated work space of 2m x 2m on the working deck for handling the rosette before launching and for sampling water bottles upon its recovery.</p>		



MANDATORY CRITERIA	Meets Criteria Y/N	BIDDER RESPONSE (response should make reference to the relevant proof in bidder proposal and/or appended documentation).
<p>M11. The Bidder must clearly demonstrate that the Vessel is equipped with a Launch and Recovery System (LARS) to deploy and recover DFO towed system over the stern. The LARS would consist of:</p> <p>M11.1 An A-frame and/or marine crane;</p> <p>M11.2 a metering block or sheave;</p> <p>M11.3 a winch with 1200m (4000ft) of electromechanical cable (6 conductors).</p> <p>NOTE: If no winch is available, space must be provided to install a DFO supplied winch with the following specifications:</p> <ol style="list-style-type: none"> 1. weight 3000kg (6600lbs) 2. winch base plate is 2.125m (83.7in) x 2.125m (83.7in) with ½ in. diameter bolt holes but can also be welded to deck, and 3. require 480V 3 phases, 30 Amp. Bidder should provide the General Arrangements of the Vessel and identify where the DFO winch would be installed. 		
<p>M12. The vessel must be equipped with two (2) oceanographic winches:</p> <p>M12.1 One with a minimum 1200m <u>electro-mechanical</u> (with at least 4 conductors) cable.</p> <p>M12.2 Minimum SWL of 2300kgs (5000lbs);</p> <p>M12.3 One with 1200m of <u>non-conducting</u> cable. Minimum SWL of 2300kgs (5000lbs);</p> <p>M12.4 Metering blocks or sheaves to match the wire diameter and SWL of the wire on the winches.</p>		



MANDATORY CRITERIA	Meets Criteria Y/N	BIDDER RESPONSE (response should make reference to the relevant proof in bidder proposal and/or appended documentation).
<p>M13. The Bidder must clearly demonstrate that the Vessel is equipped with a telescoping or knuckle boom marine crane and provide the specifications. DFO minimum requirements are: M13.1 a lift height over the vessel rail of 10 m; M13.2 an outboard scope of the side of the vessel of 2 m; and M13.3 a crane whip cable that reaches the waterline.</p>		
<p>M14. The bidder must be able to demonstrate that the vessel has a minimum total deck space of 120m² (1300ft²) (not including the space required to fit the refrigerated container (Reefer) (see M16).</p>		
Deck Requirements		
<p>M15. The bidder must demonstrate that the vessel is equipped with (or has a dedicated place on main deck for the setup of DFO) incubators. Space will need to be 4m² (40ft²). M15.1 The vessel must have a place to connect to clean sea water on the main deck to feed the incubators M15.2 Clean seawater for washing of nets.</p>		
<p>M16. The bidder must demonstrate that the vessel comes equipped with a (or have space to carry a DFO supplied) 6m (20ft) refrigerated container (Reefer). If the reefer is provided by DFO the vessel will have to ensure it will be able to provide: M16.1 electrical power; and M16.2 a means of attaching the container to the deck.</p>		
Science Ancillary Equipment and Space		



MANDATORY CRITERIA	Meets Criteria Y/N	BIDDER RESPONSE (response should make reference to the relevant proof in bidder proposal and/or appended documentation).
<p>M17. The bidder must demonstrate that the vessel is equipped with a launch boat for whale tagging operations.</p> <p>M17.1 The bidder must allow the launch boat to be operated by DFO science staff who are licensed and qualified to operate around marine mammals.</p> <p>M17.2 The vessel must be able to launch the boat up to a maximum Sea State of Beaufort 3. The launch boat must:</p> <p>M17.3 be able to carry 4 DFO science personnel;</p> <p>M17.4 be a rigid hull and/or rigid hull inflatable boat</p> <p>M17.5 be equipped with a minimum motor of 90Hp, or twin 75Hp; and</p> <p>M17.6 have unobstructed space on the bow for one person to wield a 12m carbon fibre pole.</p>		
<p>M18. The bidder must demonstrate that the vessel is equipped with an area above the bridge for whale observations with at least one (1) set of big eye binoculars.</p>		
Lab Spaces		



MANDATORY CRITERIA	Meets Criteria Y/N	BIDDER RESPONSE (response should make reference to the relevant proof in bidder proposal and/or appended documentation).
<p>M19. The Bidder must clearly demonstrate that the Vessel is equipped with either interior and/or containerized laboratory space on deck for sample processing with a total minimum area of lab space of 40m² (420ft²) and have:</p> <p>M19.1 bench space to accommodate water sample extraction/preparation;</p> <p>M19.2 a minimum of one (1) sink in the laboratory area: the sink will need to have both a freshwater supply and a clean seawater supply. The sink must have the ability to dispose of seawater;</p> <p>M19.3 one (1) certified fume hood;</p> <p>M19.4 equipped with a -80 °C and -20°C freezer with a minimum of 0.5m³ (16 ft³) of storage space or have sufficient space to accommodate a DFO supplied -80°C and -20°C freezer of equivalent volume;</p> <p>M19.5 supply power to each lab;</p> <p>M19.6 access to a ship-wide Local Area Network (LAN) for connection of DFO computers. With access to NAV data (i.e. NEMA) with minimum strings being speed, position and speed;</p> <p>M19.7. include a public address system and a means of communication (e.g., phone, UHF radio, etc.) in each lab; and</p> <p>M19.8 The vessel must have a clean sea water supply system with the Seabird Thermosalinograph (TSG) system measuring ocean surface characteristics continuously for the duration of the mission in the lab space.</p>		
<p>M20. A designated dry space for the storage and preparation of drones for whale observation. Minimum space required is 3m² (32ft²).</p>		
<p>M21. The bidder must demonstrate that the vessel has a designated hazardous storage area for the storage of chemicals used on the mission. Science will need an area of 0.5m³ (15ft³).</p>		
Vessel Mounted Transducers		



MANDATORY CRITERIA	Meets Criteria Y/N	BIDDER RESPONSE (response should make reference to the relevant proof in bidder proposal and/or appended documentation).
M22. The vessel must be fitted with a 300kHz hull mounted ADCP system that can be logged for the duration of the mission.		
M23. The Bidder must clearly demonstrate that the vessel is equipped with a hull mounted echosounder capable of deep water sounding to a depth of at least 1,500 m with a graphical display and serial NMEA (National Marine Electronics Association) depth output.		

Rated Criteria

Vessel Experience		
<p>R1. Bidder to provide details on their recent experience (up to 5 years) with conducting operation(s) that require station keeping. Supporting documents could include for example: description of operation(s), list of missions and cruise reports/summaries.</p> <ul style="list-style-type: none"> • Experience in the last 1-2 years: 25 points • Experience in the last 3-5 years: 10 points • Experience in both periods above: 35 points 		



<p>R2. Bidder to provide details on their recent experience (up to 5 years) with conducting CTD-Rosette operations (i.e., list of missions, dates, approximate number of casts and depths, cruise reports/summaries)</p> <ul style="list-style-type: none"> • Experience in the last 1-2 years: 25 points • Experience in the last 3-5 years: 10 points • Experience in both periods above: 35 points 		
<p>R3. The vessel must have recent experience (up to 5 years) doing Marine Mammal research.</p> <ul style="list-style-type: none"> • Experience in the last 1-2 years: 25 points • Experience in the last 3-5 years: 10 points • Experience in both periods above: 35 points 		
<p>R4 Does the vessel supplied CTD package have spare ports for the connection of DFO supplied fluorometer?</p> <ul style="list-style-type: none"> • Yes (35 points) • No (0 points) 		
<p>R5. Does the vessel have separate wet and dry labs.</p> <ul style="list-style-type: none"> • Yes (10 points) • No (0 points) 		

Total points (R1, R2, R3, R4 & R5): 150 points maximum

BASIS OF SELECTION:

Compliant bidders will be ranked from highest points to lowest points. To be declared responsive, a bid must:

- comply with all the requirements of the bid solicitation;
- a. meet all mandatory technical evaluation criteria; and

Bids not meeting (a) or (b) will be declared non responsive. The responsive bid with the highest number of points will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget available for this requirement.