



**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
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 Vessel Charter - Quebec Region, conducting acoustic science and hydrography services		Date April 8, 2020
Solicitation No. – N° de l'invitation F5211-200038		
Client Reference No. - No. de référence du client FP834-201000		
Solicitation Closes – L'invitation prend fin At /à : 14:00 ADT(Atlantic Daylight Time) On / le : May 19, 2020		
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: Kimberly.Walker@dfo-mpo.gc.ca		
Delivery Required – Livraison exigée See herein — Voir ci-inclus	Delivery Offered – Livraison proposée	
Vendor Name, Address and Representative – Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur:		
Telephone No. – No. de téléphone	Facsimile No. – No. de télécopieur	
Name and title of person authorized to sign on behalf of Vendor (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)		
Signature	Date	



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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this bid solicitation

1.2 Statement of Work

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

1.3 Debriefings

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

1.4 Trade Agreements

"The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and 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 (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 120 days

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 "G" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "G" 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.

3.1.2 Exchange Rate Fluctuation

[C3010T](#) (2014-11-27), Exchange Rate Fluctuation Risk Mitigation

3.1.3 SACC Manual Clauses

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 H for details

4.1.1.2 Point Rated Technical Criteria

Please see Annex H for details

4.1.2 Financial Evaluation

SACC Manual Clause [A0222T \(2014-06-26\)](#), Evaluation of Price –Canadian / Foreign Bidders

1. The price of the bid will be evaluated as follows:
 - a. Canadian-based bidders must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.
 - b. foreign-based bidders must submit firm prices, Canadian customs duties, excise taxes and Applicable Taxes excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based bidders.
2. Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.
3. Although Canada reserves the right to award the Contract either on an FOB plant or FOB destination, Canada requests that bidders provide prices FOB their plant or shipping point and FOB destination. Bids will be assessed on an FOB destination basis.
4. For the purpose of the bid solicitation, bidders with an address in Canada are considered Canadian-based bidders and bidders with an address outside of Canada are considered foreign-based bidders.

Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations.

Canada will provide the Contractor evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor has to pay federal excise tax, Canada will reimburse the Contractor if the Contractor takes such steps as Canada may require to recover any payment made by the Contractor. The Contractor must refund to Canada any amount so recovered.

4.2 Basis of Selection- Highest Combined Rating of Technical Merit and Price



1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 10 points overall for the technical evaluation criteria which are subject to point rating.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)

	Bidder 1	Bidder 2	Bidder 3	
Overall Technical Score	115/135	89/135	92/135	
Bid Evaluated Price	\$55,000.00	\$50,000.00	\$45,000.00	
Calculations	Technical Merit Score	115/135 x 70 = 59.63	89/135 x 70 = 46.15	92/135 x 70 = 47.70
	Pricing Score	45/55 x 30 = 24.55	45/50 x 30 = 27.00	45/45 x 30 = 30.00
Combined Rating	84.18	73.15	77.70	
Overall Rating	1st	3rd	2nd	



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 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.

5.1.1 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.

5.1.2 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/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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex titled [Federal Contractors Program for Employment Equity - Certification](#), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex [Federal Contractors Program for Employment Equity - Certification](#), for each member of the Joint Venture.

5.2 Additional Certifications Precedent to Contract Award



5.2.1 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.

Signature: _____ **Date:** _____

5.2.2 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 Education and Experience

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

5.2.4 Contractor's Representative

The Contractor's Representative for the Contract is:

Name: _____
 Title: _____
 Address: _____
 Telephone: _____



Facsimile: _____
E-mail: _____

5.2.5 Supplementary Contractor Information

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

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

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

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

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

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

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

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

Signature

Print Name of Signatory



PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirement

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

2010B (2018-06-21), General Conditions - Professional 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 to December 31, 2020.

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 one (4) additional one (1) year period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 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.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Kimberly Walker
Title: Senior Contracting Officer
Department: Fisheries and Oceans Canada
Directorate: Materiel and Procurement Services
Address: 301 Bishop Drive, Fredericton, NB E3C 2M6
E-mail address: Kimberly.Walker@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. VISA Acquisition Card;
- b. Direct Deposit (Domestic and International);

6.8 Invoicing Instructions

6.8.1 Payments will be made provided that:

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

Email: DFO.invoicing-facturation.MPO@canada.ca
AP Coder -

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 **the province or territory where the goods and/or services are to be rendered**.

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions **2010B** (2018-06-21), General Conditions - Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Conditions;
- (f) Annex D, Additional Vessel Charter Contract Conditions;
- (g) Annex E, Federal Contractors Program for Employment Equity - Certification;
- (h)** Annex F, Scientific equipment list and descriptions
- (i) Annex G, To Part 3 Of The Bid Solicitation
- (j) 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 – Specific Requirements G1001C (2013-11-06)

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

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



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

6.14 SACC Manual Clauses

SACC Manual clause [A9141C](#) (2008-05-12) Vessel Condition
SACC Manual clause [G5003C](#) (2014-06-26) Marine Liability Insurance
SACC Manual clause [A8501C](#) (2014-06-26) Vessel Charter - Contract

6.15 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.



ANNEX "A" STATEMENT OF WORK

1. Scope

1.1. Title

Vessel and Crew to support the Fisheries and Oceans Canada (DFO), Quebec Region, in conducting acoustic science and hydrography from April 1 through to November 30 (depending on ice conditions) annually with options for up to 4 years (2020 to 2024).

1.2. Introduction

DFO is seeking availability of a crewed research vessel to conduct acoustic science and hydrography; encompassing ocean mapping, marine cartography, hydroacoustic research, biomass surveys of fish stocks, marine mammal critical habitat studies, as well as physical oceanography and marine geology. These yearly surveys have been ongoing and are part of DFO's mandates of marine conservation, sustainable use of Canada's fisheries resources, improvement of nautical charts and marine safety, as well as implementing Canada's Oceans Protection Plan and Bill C-68.

Specifically, DFO requires a highly stable (such as a Small Waterplane Area Twin Hull (SWATH)) research vessel for the period of April 1 through to November 30 (depending on ice conditions). The study area includes the waters in the St. Lawrence River and Estuary, Gulf of St. Lawrence, and the western North Atlantic Ocean within 120 nautical miles offshore. The monitoring programs are typically carried out using CCGS Frederick G. Creed. However, the Coast Guard vessel is no longer operational and an interim strategy is being developed before the replacement vessel is realized.

1.3. Background and Objectives of the Requirement

1.3.1. Background

The DFO Maurice Lamontagne Institute (MLI) in Mont-Joli (Quebec Region) is an internationally recognized ocean scientific research facility. Two principal mandates are marine cartography and fisheries research in the waters of Eastern Canada.

In support of these mandates, the Canadian Coast Guard provides the services of the CCGS F. G. Creed, a 20-metre aluminum hulled SWATH vessel acquired by DFO in 1990. Originally built as a prototype vessel, it was subsequently fitted to perform hydrographic and hydroacoustic operations and has also proven to be very well suited to other activities of the Science program.

Historically, the CCGS F. G. Creed has participated in departmental research activities based at MLI and in other regions, and as a chartered platform to meet a range of requests from government, academia and industry in Canada and abroad. Areas of operation have been extensive, and include the entire East Coast of Canada in the coastal waters of Québec, Newfoundland and the Maritimes as well as the Great Lakes and the Eastern Seaboard of North America. The present operational priority for this vessel is DFO acoustic research and hydrography.

1.3.2. Objectives of the Requirement

1. Hydroacoustic research is conducted for Oceans Habitat and Fisheries Research. Approximately 50-55% of vessel time is dedicated to Fish Stock Assessment, Marine Mammal and Habitat Research, and Acoustics.
2. Ocean mapping and marine cartography for the Canadian Hydrographic Service (CHS) and other DFO groups in related fields. Approximately 40-45% of vessel time is dedicated to this mission.
3. A small portion of vessel time is dedicated to provide support for DFO activities in physical oceanography and marine geology.



2. Requirements

2.1. Tasks, Activities, Deliverables and Milestones

The Statement of Work outlines all requirements that the Vessel shall include to be considered capable of completing the science program as detailed.

2.2. Requirements

Section A: Mandatory Requirements - Vessel Particulars

Design features

1. Due to the frequency of operation in small harbours with limited wharf space, the vessel shall not exceed 27 meters in length.
2. Due to the frequency of operating in small harbours, the vessel draft shall not be greater than 3.3 meters.
3. The vessel shall provide 120 V AC uninterrupted power supply (UPS), and isolated or filtered power available for all scientific instruments (wheelhouse workstation, lower lab and all scientific acoustic transducers) to prevent electric parasite pickup.
4. The vessel shall include a scientific work station of a minimum of 4m² in the wheelhouse to permit direct communications with bridge personnel and an unhampered view to the exterior. This work space shall have the capability to be isolated (ex: curtain) from the Navigation Bridge in order to have no lighting impact while navigating in dark condition. It shall also have desk space and seating arrangements for at least one person.
5. The vessel shall include a climate controlled (e.g. heated and air conditioned) and enclosed dry lab area of a minimum of 15 m² on the working deck level with direct unobstructed access and view of the open work deck. It must be configured as follows:
 - A. A minimum of 3 work stations with a minimum of 1 linear meter of counter space per station
 - B. A minimum of 4 double AC electrical outlets.
6. The vessel has or is capable of carrying and/or installing (refer to Science Equipment List Annex C for specifications):
 - A. A hull mounted multi-frequency hydroacoustic echosounder system (such as the Simrad EK60 or EK80); and
 - B. A hull or pole mounted hydrographic multibeam sonar (such as Kongsberg EM2040); and
 - C. A high precision positioning and motion system; and
 - D. A Procom UHF 420 to 450 Mhz band antenna fitted with a Pacific Crest ADL Vantage UHF Radio.
7. The vessel has a work deck of a minimum 25 m² area located aft of the superstructure with:
 - A. Seawater available for scientific work (e.g. wash down); and
 - B. 240 VAC power; and
 - C. Possibility to install mission-specific winches (refer to Science Equipment List Annex C for specifications); and
 - D. Illumination to carry out all operations at night when needed; and
 - E. A crane with a SWL of a minimum 1 metric ton for mobilization, demobilization, and oceanographic operations.

Speed, Endurance and Range

8. The vessel shall have an cruise speed of no less than 14 knots.
9. The vessel shall be able to maintain a continuous speed as low as 2 knots.
10. The vessel shall be capable of staying away from shore for 4 consecutive days, with sufficient stores, provisions and potable water for its crew and four scientists.
11. The vessel shall have sufficient fuel capacity for a minimum range of 800 nautical miles at an average speed of 14 knots.



Manoeuvring

12. The vessel has the propulsion system capable of turning in its own length when stopped. Specify propulsion system.

Science specific operational capabilities

13. The vessel must be capable of operating at a speed of 10 to 14 knots in Sea State 5 conditions (defined as 2.5 to 4m swell with 17 to 21 knots of wind) while performing the following science operations:
- A. Hydroacoustic surveys including occasional towing from the aft work deck (see Science Equipment List Annex C); and
 - B. Hydrographic surveys including towing from the aft work deck (see Science Equipment List Annex C).
14. There must be safe access to all areas of the vessel's open decks at speeds of up to 5 knots in Sea State 5 conditions (defined as 2.5 to 4m swell with 17 to 21 knots of wind).
15. The vessel is either equipped or able to carry, deploy, and recover a minimum 14-foot workboat.

Habitability

16. The vessel shall have sufficient accommodations for a minimum of 4 scientific personnel.
17. The crew shall include a cook and provide 3 meals a day to DFO scientific personnel.
18. The bidder must clearly demonstrate that the vessel can provide drinking water, toilets, sinks, showers, and hot water for all scientific personnel.
19. Air conditioning, ventilation and heating shall be provided throughout the wheelhouse, labs and accommodations.
20. The vessel shall have a minimum storage space of 6 m³ for surveying equipment and scientific work gear that is accessible while at sea.

3. Other Terms and Condition of the SOW

3.1 DFO Obligations

In support of the successful completion of the science programs, DFO will provide the following personnel, equipment, and mission planning information:

1. DFO will provide a maximum of 4 scientific personnel for each survey;
2. DFO will provide all required science equipment;
3. Prior to the commencement of each mission, the Chief Scientists shall submit a written tentative Mission Plan that shall include:
 - a) date, time, and point of departure;
 - b) estimated time at sea;
 - c) estimated date, time, and point of arrival;
 - d) anticipated cruise track, including all station positions and area of operation;
 - e) statement of all scientific operations to be carried out; and
 - f) list of all hazardous materials and scientific apparatus to be taken on board the vessel.

3.2 Contractor obligations

Vessel and Crew

1. Captain and crew will be expected to communicate in English or French and must be available to ensure successful communication with scientific personnel.
2. The vessel and crew is expected to be available for the full period of the contract.
3. Crew will be expected to accommodate a 12 to 18-hour science personnel shift, day or night.
4. Crew will be expected to assist with the loading and unloading of science equipment as required (e.g., shipboard crane operations, manual lifting if necessary, etc.).
5. Crew will be expected to deploy/recover and/or assist with the deployment/recovery of scientific equipment according to information provided by the Chief Scientist.



6. A ship-supplied technician(s) is expected to be available at all times to trouble shoot, repair, and maintain ship-supplied equipment (mechanical and all electronics). The technician(s) must also liaise with DFO Chief Scientists for the duration of the Contract.
7. DFO and the bidder must agree to the crew change frequency and locations to ensure efficiency of science mission, ship operation and safety.
8. Crew shall provide a familiarization tour of the ship for scientific personnel and inform them of safety equipment and procedures, ensuring the safety of equipment and personnel throughout duration of the contract, and provide safe working areas on the ship at all time.
9. The bidder shall have up-to-date charts for all the survey areas on board.

3.3 Location of Work, Work Site, and Delivery Point

The study area includes the waters in the St. Lawrence River and estuary, Gulf of St-Lawrence and the western North Atlantic Ocean within 120 nautical miles offshore.

3.4 Language of Work

All work will be carried out in English or French speaking environments.

3.5 Travel Requirements

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

4. Project Schedule

4.1. Expected Start and Completion Dates

The expected work season will be from April 1 to November 30 for each year of the contract starting in 2020 with four (4) additional operational years ending as late as 2024.

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

TIMEFRAME AND DELIVERY REQUIREMENTS

Spring* 2020

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

If required and subject to DFO approval, the Contractor will schedule a minimum period of 2 days of dry dock time in order to allow DFO to accurately measure the position of all hydrographic components (GPS antennas, IMU, transducers, etc.), as specified in rated requirements section. If equipment installation is required the number of dry dock days is in addition to these 2 days.

April* of each year of the contract

Mobilization of the vessel at the port of Rimouski, Québec, CANADA

- DFO equipment loading, installation of laboratories, and safety inspection(s) (2 days);
- Calibration at sea of scientific echosounders performed by DFO (5 days).

Complete schedule and timeframe of DFO science program missions to be made available upon contract award. Chief Scientists will submit a written Mission Plan a minimum of two weeks prior to the commencement of each mission.

November* of each year of the contract

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

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

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



5. Relevant Terms, Acronyms and Glossaries

CHS – Canadian Hydrographic Service
COULD/MAY – desirable
DGPS – Differential Global Positioning System
GPS – Global Positioning System
MLI – Maurice Lamontagne Institute
IMU – Inertial Motion Unit
NRCan – Natural Resources Canada
SHALL/MUST – mandatory
SHOULD/WILL – highly desirable
SWATH – Small Waterplane Area Twin Hull
SWL – Safe Working Load
VHF-DF – Very High Frequency Direction Finder



ANNEX "B" BASIS OF PAYMENT

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

Basis of payment for an all-inclusive 'day' is to include fuel, provisions and crewing costs for Science operations for the entire field season which is approximately 220 days from mid-April to mid-November (depending on ice conditions). Science operations are conducted 7 days a week, 12 hours a day and include; mobilizing, demobilizing, transiting and science operations.

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

Contract Work Period – Starting in the Spring of each year through to the end of November

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

**Initial Contract Year - Spring 2020 to December 31, 2020
220 Days for Science Operations**

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

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

**1st Option Year - January 1, 2021 to December 31, 2021
220 Days for Science Operations**

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

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

**2nd Option Year - January 1, 2022 to December 31, 2022
220 Days for Science Operations**

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

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

**3rd Option Year - January 1, 2023 to December 31, 2023
220 Days for Science Operations**

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



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

4th Option Year - January 1, 2024 to December 31, 2024
220 Days for Science Operations

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

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



ANNEX "C" – INSURANCE CONDITIONS

1. The Contractor must obtain protection and indemnity insurance that must include excess collision liability and pollution liability. The insurance must be placed with a member of the International Group of Protection and Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the [Marine Liability Act](#), S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by Worker's Compensation as detailed in paragraph (2.) below.
2. The Contractor must obtain worker's compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the territory or province or state of nationality, domicile, employment, having jurisdiction over such employees. If the Contractor is subject to an additional contravention, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.
3. The protection and indemnity insurance policy must include the following:
 - a. Additional insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b. Waiver of subrogation rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Fisheries and Oceans 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 with a 30 calendar days prior written notice of cancellation.
 - e. Cross liability and 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. Litigation rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), R.S.C. 1985, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:



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

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



ANNEX "D" - ADDITIONAL VESSEL CHARTER CONTRACT CONDITIONS

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



10. If a provision or term or condition of this Agreement or any Contract is wholly or partially invalid, this Agreement or Contract shall be interpreted as if the invalid provision, term or condition had not been a part of this Agreement or Contract.
11. The Contractor shall permit Her Majesty all access and egress that is request by Her Majesty to accomplish all inspections deemed necessary by Her Majesty to administer the terms and conditions of this Agreement or Contract.
12. The vessel shall not participate in a commercial fishery while under the terms and conditions of this Agreement or Contract.
13. Her Majesty will assume all costs for all fuel and lubricating oils required for propulsion lighting or heating. Fuel tanks must be proven full (e.g. dipped), upon commencement of Agreement or Contract.
14. The Contractor certifies that any price/rate shown herein has been computed in accordance with generally accepted accounting principles applicable to all like products or services sold by the Contractor, that such price / rate is not in excess of the lowest price / rate charged anyone else including their most favoured customer for like quality and quantity of the service, and does not include the provision for discount or commission to selling agents.



ANNEX “E” to PART 5 - BID SOLICITATION - FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\)-Labour's](#) website.

Date: _____(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
 - A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.
- OR**
- A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity](#) (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.



OR

- B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)



ANNEX "F" SCIENTIFIC EQUIPMENT LIST AND DESCRIPTIONS



Scientific equipment list and descriptions

Hydrographic equipment to be install.	
<p><u>RapidCast winch:</u></p> <p>Length: 48 cm Length with Davit: 200 cm Width: 71 cm Height: 46 cm Weight: 36 kg</p>	
<p><u>AML Oceanographic MicroX :</u></p> <p>Length: 21.4 cm Diameter: 3.3 cm Weight: 0.24 Kg</p>	
<p>In addition to hydrographic and hydroacoustic surveys, the following equipment is likely to be used by DFO science staff during the contract period.</p>	



<p><u>CTD water profiler:</u></p> <p>Height: 1 metre; Weight: 15 kg</p>	
<p><u>JackNet plankton net:</u></p> <p>Diameter: 1 m; Total height (with depressor): 3 m; Net length: 5 m; Weight (including depressor): 40 kg</p> <p>Used with an oceanographic winch with conductor cable</p>	



<p><u>Rosette/Carousel Water Sampler :</u> <u>12 10L-bottles</u></p> <p>Height 1.6 m; Diametre: 1 m; Weight (including water samples): 210 kg</p> <p>Used with an oceanographic winch with conductor cable</p>	
<p><u>Electric winch with multi-conductor cable to be installed on the working deck:</u></p> <p>Dimensions: 1.3 m x 1 m; Weight: 615 kg</p>	



ANNEX “G” to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

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

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



ANNEX “H” EVALUATION CRITERIA

MANDATORY REQUIREMENTS

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

The proponent must include the following table in their proposal, indicating that their proposal meets the Mandatory Criteria, and providing the proposal page number or section that contains information to verify that the criteria has been met.

Fisheries and Oceans Canada reserves the right to inspect compliant bidders vessel prior to contract award to verify and confirm information from the bid proposal.

The Bidder must provide proof of Contractor capability and vessel's capacity to meet all mandatory requirements. Copies of all relevant certificates, vessel specifications / schematics (listed below) must be included in a Bidder's submission as proof. References to certificates (e.g., listed in Curriculum vitae) are not considered proof, as they cannot be substantiated. The onus is on the Bidder to submit all information and proof needed to clearly demonstrate that all criteria are met. This information must be included in the bid package and properly referenced in the evaluation grid.

Mandatory Criteria	Met? (Y/N)	Evidence and Comments
1) The Bidder shall ensure that the vessel is in compliance with the Flag State laws of Canada and or International Laws and Conventions dependant on the area of operation and voyage class certification of the vessel.		
2) 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.		
3) 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.		
4) The Bidder must provide a copy of the vessel's Health and Safety Plan that is consistent with Transport Canada Safety Inspection Certificates or international equivalents.		
5) Due to the frequency of operation in small harbours with limited wharf space, the vessel shall not exceed 27 meters in length.		
6) Due to the frequency of operating in small harbours, the vessel draft shall not be greater than 3.3 meters.		
7) The vessel shall provide 120 V AC uninterrupted power supply (UPS), and isolated or filtered power available for all scientific instruments (wheelhouse workstation, lower lab and all scientific acoustic transducers) to prevent electric parasite pickup.		
8) The vessel shall include a scientific work station of a minimum of 4m2 in the wheelhouse to permit direct communications with bridge personnel and an unhampered view to the exterior. This work space		



shall have the capability to be isolated (ex: curtain) from the Navigation Bridge in order to have no lightning impact while navigating in dark condition. It shall also have desk space and seating arrangements for at least one person.		
9) The vessel shall include a climate controlled (e.g. heated and air conditioned) and enclosed dry lab area of a minimum of 15 m2 on the working deck level with direct unobstructed access and view of the open work deck. It must be configured as follows:	A	A
a. A minimum of 3 work stations with a minimum of 1 linear meter of counter space per station	B	B
b. A minimum of 4 double AC electrical outlets.		
10) The vessel has or is capable of carrying and/or installing (refer to Science Equipment List Annex C for specifications) a hull mounted multi-frequency hydroacoustic echosounder system (such as the Simrad EK60 or EK80).		
11) The vessel has or is capable of carrying and/or installing (refer to Science Equipment List Annex C for specifications) a hull or pole mounted hydrographic multibeam sonar (such as Kongsberg EM2040).		
12) The vessel has or is capable of carrying and/or installing (refer to Science Equipment List Annex C for specifications) a high precision positioning and motion system.		
13) The vessel has or is capable of carrying and/or installing (refer to Science Equipment List Annex C for specifications) a Procom UHF 420 to 450 Mhz band antenna fitted with a Pacific Crest ADL Vantage UHF Radio.		
14) The vessel has a work deck of a minimum 25 m2 area located aft of the superstructure with seawater available for scientific work (e.g. wash down).		
15) The vessel has a work deck of a minimum 25 m2 area located aft of the superstructure with 240 VAC power.		
16) The vessel has a work deck of a minimum 25 m2 area located aft of the superstructure with the possibility to install mission-specific winches (refer to Science Equipment List Annex C for specifications).		
17) The vessel has a work deck of a minimum 25 m2 area located aft of the superstructure with illumination to carry out all operations at night when needed.		
18) The vessel has a work deck of a minimum 25 m2 area located aft of the superstructure with a crane with a SWL of a minimum 1 metric ton for mobilization, demobilization, and oceanographic operations.		
19) The vessel shall have an cruise speed of no less than 14 knots.		
20) The vessel shall be able to maintain a continuous speed as low as 2 knots.		
21) The vessel shall be capable of staying away from shore for 4 consecutive days, with sufficient stores, provisions and potable water for its crew and four scientists.		
22) The vessel shall have sufficient fuel capacity for a minimum range of 800 nautical miles at an average speed of 14 knots.		
23) The vessel has the propulsion system capable of turning in its own length when stopped. Specify propulsion system.		



24) The vessel must be capable of operating at a speed of 10 to 14 knots in Sea State 5 conditions (defined as 2.5 to 4m swell with 17 to 21 knots of wind) while performing hydroacoustic surveys including occasional towing from the aft work deck (see Science Equipment List Annex C).		
25) The vessel must be capable of operating at a speed of 10 to 14 knots in Sea State 5 conditions (defined as 2.5 to 4m swell with 17 to 21 knots of wind) while performing hydrographic surveys including towing from the aft work deck (see Science Equipment List Annex C).		
26) There must be safe access to all areas of the vessel's open decks at speeds of up to 5 knots in Sea State 5 conditions (defined as 2.5 to 4m swell with 17 to 21 knots of wind).		
27) The vessel is either equipped or able to carry, deploy, and recover a minimum 14-foot workboat.		
28) The vessel shall have sufficient accommodations for a minimum of 4 scientific personnel.		
29) The crew shall include a cook and provide 3 meals a day to DFO scientific personnel.		
30) The bidder must clearly demonstrate that the vessel can provide drinking water, toilets, sinks, showers, and hot water for all scientific personnel.		
31) Air conditioning, ventilation and heating shall be provided throughout the wheelhouse, labs and accommodations.		
32) The vessel shall have a minimum storage space of 6 m ³ for surveying equipment and scientific work gear that is accessible while at sea.		



RATED CRITERIA

Proposals meeting the mandatory requirements will be evaluated in accordance with the following criteria.

<u>RATED CRITERIA</u>	<u>Weight</u>	<u>Score</u>	<u>Evidence and Comments</u>
1) SWATH or catamaran hull form.	<ul style="list-style-type: none"> • SWATH hull: 10 pts • Catamaran : 5 pts 	/10	
2) Bidder to provide details on their recent experience (up to 5 years) with conducting hydrographic surveys (e.g. list of missions, client, dates (start date, month & year), and location).	<ul style="list-style-type: none"> • Experience in the last 1-2 years: 8 points • Experience in the last 3-5 years: 4 points • Experience in both periods above: 12 points 	/12	
3) Bidder to provide details on their recent experience (up to 5 years) with conducting hydroacoustic surveys to depths of at least 200 m (e.g., list of missions, dates, location, cruise reports/summaries, etc).	<ul style="list-style-type: none"> • Experience in the last 1-2 years: 6 points • Experience in the last 3-5 years: 4 points • Experience in both periods above: 10 points 	/10	
4) Bidder to provide details on their recent experience (up to 5 years) with conducting oceanographic work such as CTD-Rosette and/or plankton net operations to depths of at least 200 m (e.g., list of missions, dates, location, cruise reports/summaries, etc).	<ul style="list-style-type: none"> • 2 points 	/2	
5) The vessel has a hull mounted (or drop keel) scientific echosounder system, model Simrad EK60 or EK80, with 38 and 120 kHz split-beam transducers. Bidder to provide transducer and transceiver model numbers as well as provide plans indicating the installation location on the hull.	<ul style="list-style-type: none"> • Simrad EK60 or EK80 echosounder system with 38 and 120 kHz transducers (10 pts) <p>In addition to the 38 and 120 kHz transducers, additional transducers are installed:</p> <ul style="list-style-type: none"> • 200 kHz transducer (2 pts) • 70 kHz transducer (1 pts) • 333 kHz transducer (1 pts) 	/14	
6) The vessel has one of the following hydrographic multibeam systems and Bidder to provide plans indicating the installation location on the hull: Kongsberg EM2040 or EM712 Reson Seabat T20 or T50 R2Sonic 2024 or 2026	10 points	/10	
7) The vessel is equipped with OR the Bidder has to accepts that CHS installs a high precision positioning and motion system (such as an Applanix POSMV OceanMaster V5). The IMU (Inertial Motion Unit) must be mounted as close as possible to the centre of rotation (x, y and z) of the vessel;	<ul style="list-style-type: none"> • Already installed (5 pts) (all 3 must be installed to achieve 5 points, no partial points will be given) • Installation accepted (Mandatory = 0 pts) 	/5	



Two GPS antennas fitted with high precision must be mounted with a minimum 2 m distance apart without obstruction; The masts of the antennas must have a supporting load of 10 kg to hold the antennas (elimination of the vibration).			
8) The Vessel is equipped with OR the Bidder has to accept that CHS installs a UHF antenna fitted with a Pacific Crest ADL Vantage UHF Radio mounted according to the manufacturer's recommendation for minimizing conflict with the VHF-DP antenna. The coaxial cable must go directly to the wheelhouse deck lab.	<ul style="list-style-type: none"> • Already installed (1 pts) • Installation accepted (Mandatory = 0 pts) 	/1	
9) The vessel is equipped with OR the Bidder has to accept that CHS installs a sound velocity sensor such as a MicroX SV (or equivalent) is installed at the multibeam transducer face to measure the sound velocity in real time (see equipment list ANNEX B).	<ul style="list-style-type: none"> • Already installed (2 pts) • Installation accepted (Mandatory = 0 pts) 	/2	
10) The vessel has a local area network (LAN) equipped with unmanaged switches with capacity of 1 (or more) Gigabits for digital video and high level data transfer.	1 points	/1	
11) The Vessel can provide mobile internet network service to science personnel over the Contract period with a minimum of two access points.	2 points	/2	
12) Interface or feed of the vessel's DGPS navigation equipment is provided between the wheelhouse and the scientific work stations / labs.	1 points	/1	
13) Bidder to provide berthing configuration reserved for scientific personnel only (e.g. number of separate rooms and bunks).	<ul style="list-style-type: none"> • 4 separate single-occupancy rooms OR 3 separate double-occupancy rooms (10 points) • 2 separate double-occupancy rooms (5 points) • 1 room with 4 bunks (0 points) 	/10	
14) Two washrooms and two showers are provided in the accommodation area for scientific personnel.	<ul style="list-style-type: none"> • 2 washrooms (1 points) • 2 showers (1 points) 	/2	
15) The vessel has or is capable of accommodating a 240 VAC (15A) light removable multi-conductor winch (500kg SWL) on the working deck (see Equipment list ANNEX B), close to the crane, for light oceanographic tasks (e.g., CTD profilers, plankton nets, water sampling).	<ul style="list-style-type: none"> • Vessel has a winch installed (2 pts) • Vessel can accommodate a winch on the work deck (1 pts) 	/2	
Total (minimum 10 points required)		/84	



BASIS OF SELECTION:

Compliant bidders will be ranked from highest combined points to lowest combined points. The overall Compliant Bidder with the highest combined rated criteria points and price points shall be selected as the Bidder providing best value to DFO and awarded a contract for this project.