



<b>RETURN BIDS TO:</b> <b>RETOURNER LES SOUMISSIONS À:</b>	<b>Title – Titre</b> Vessel for At-Sea Marine Bird Surveys on the West Coast of Vancouver Island	
<b>Bid Receiving - Environment Canada</b> <b>/ Réception des soumissions – Environnement Canada</b>	<b>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP</b> 5000052661RR	
<b>Electronic Copy:</b> ec.soumissions-bids.ec@canada.ca	<b>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ)</b> 2020-08-17	
<b>BID SOLICITATION</b> <b>DEMANDE DE SOUMISSIONS</b>  <b>PROPOSAL TO: ENVIRONMENT CANADA</b>  We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.  <b>SOUMISSION À: ENVIRONNEMENT CANADA</b>  Nous offrons d'effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s).	<b>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)</b>  at – à 3:00 P.M. on – le 2020-09-01	<b>Time Zone – Fuseau horaire</b> Eastern Daylight Time
	<b>F.O.B – F.A.B</b> Not Applicable	
	<b>Address Enquiries to - Adresser toutes questions à</b> Heidi Noble <a href="mailto:heidi.noble@canada.ca">heidi.noble@canada.ca</a>	
	<b>Telephone No. – N° de téléphone</b> 905-319-6982	<b>Fax No. – N° de Fax</b>
	<b>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ)</b> 2020-09-30	
	<b>Destination - of Services / Destination des services</b> British Columbia	
	<b>Security / Sécurité</b> There is no security requirement associated with this requirement.	
	<b>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur</b>  	
	<b>Telephone No. – N° de téléphone</b>	<b>Fax No. – N° de Fax</b>
	<b>Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>  	
	<b>Signature</b>	<b>Date</b>

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Vessel for At-Sea Marine Bird Surveys on the West Coast of Vancouver Island

## **PART 1 – GENERAL INFORMATION**

### **1. Security Requirement**

1.1 There is no security requirement associated with this requirement.

### **2. Statement of Work**

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

### **3. Debriefings**

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

## **PART 2 – BIDDER INSTRUCTIONS**

### **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 PWGSC *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The standard instructions 2003 are modified as follows:

#### **Under “Text” at 02:**

**Delete:** “Procurement Business Number”

**Insert:** “Deleted”

#### **At Section 02 Procurement Business Number**

**Delete:** In its entirety

**Insert:** “Deleted”

#### **At Section 05 Submission of Bids, Subsection 05 (2d):**

**Delete:** In its entirety

**Insert:** “send its bid only to Environment Canada (EC) as specified on page 1 of the bid solicitation or to the address specified in the bid solicitation;”

#### **At Section 06 Late Bids:**

**Delete:** “PWGSC”

**Insert:** “Environment Canada”

#### **At Section 07 Delayed Bids:**

**Delete:** “PWGSC”

**Insert:** “Environment Canada”

**At Section 08 Transmission by Facsimile, Subsection 08 (1):**

**Delete:** In its entirety

**Insert:** "Bids may be submitted by facsimile if specified in the bid solicitation."

**At Section 12 Rejection of Bid, Subsection 12 (1) a. and b.:**

**Delete:** In their entirety

**Insert:** "Deleted"

**At Section 17 Joint Venture, Subsection 17 (1) b.:**

**Delete:** "the Procurement Business Number of each member of the joint venture,"

**Insert:** "Deleted"

**At Section 20 Further Information, Subsection 20 (2):**

**Delete:** In its entirety

**Insert:** "Deleted"

**At Section 05 Submission of Bids, Subsection 05 (4)**

**Delete:** "sixty (60) days"

**Insert:** "one hundred and twenty (120) days"

**2. Submission of Bids**

- 2.1** Bids must be submitted to Environment Canada (EC) at the address and by the date, time and place indicated on page 1 of the bid solicitation.

**3. Former Public Servant – Competitive Bid**

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 FPS, 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 FPS 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.

#### **4. Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) 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.

## **5. Applicable Laws**

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

## **PART 3 – BID PREPARATION INSTRUCTIONS**

### **1. Bid Preparation Instructions**

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (1 electronic copy)

Section II: Financial Bid (1 electronic copy)

Section III: Certifications (1 electronic copy)

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

#### **Note for electronic submission of bids:**

In order to be considered, bids must be received no later than 1500h (3 p.m.) (Eastern Daylight Time) on the date and time indicated on the cover page to herein as the "Closing Date." Bids received after the Closing Date will be considered non-responsive and will not be considered for contract award. Bids submitted by email must be submitted ONLY to the following email address:

Email Address: [ec.soumissions-bids.ec@canada.ca](mailto:ec.soumissions-bids.ec@canada.ca)

Attention: Heidi Noble

Solicitation Number: 5000052661RR

Bidders should ensure that their name, address, Closing Date of the solicitation and Solicitation Number are clearly indicated in the body of their email. Bids and supporting information may be submitted in either English or French.

The total size of the email, including all attachments, must be less than 15 megabytes (MB). It is each Bidder's responsibility to ensure that the total size of the email does not exceed this limit.

Bids sent by fax will not be accepted.

It is important to note that emails systems can experience systematic delays and, at times, large attachments may cause systems to hold or delay transmission of emails. It is solely the Bidder's responsibility to ensure that the Contracting Authority receives a bid on time, in the mailbox that has been identified for bid receipt purposes. Date stamps for this form of transmission are not acceptable.

## **Section I: Technical Bid**

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will carry out the Work

## **Section II: Financial Bid**

1. Bidders must submit their financial bid in accordance in accordance with the Basis of Payment in Annex B. The total amount of Applicable Taxes must be shown separately.

### **1.1 Price Breakdown**

- (a) Professional fees: For each individual and (or) labour category to be assigned to the Work, the bidders should indicate: i) the firm hourly rate or the firm daily rate, inclusive of overhead and profit; and ii) the estimated number of hours or days, as applicable. The bidders should indicate the number of hours in one working day.  
The professional fees must include the total estimated cost of all travel and living expenses that may need to be incurred for:
  - (i) Work described in Part 6, Resulting Contract of the bid solicitation required to be performed within the British Columbia Region.
  - (ii) travel between the successful bidder's place of business and the British Columbia Region; and
  - (iii) the relocation of resourcesto satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.)
- (b) Equipment (if applicable): The bidders should specify each item required to complete the Work and provide the pricing basis of each one, Canadian customs duty and excise taxes included, as applicable.
- (c) Materials and Supplies (if applicable): The bidders should identify each category of materials and supplies required to complete the Work and provide the pricing basis. The Bidder should indicate, on a per category basis, whether the items are likely to be consumed during the performance of any resulting contract.
- (d) Travel and Living Expenses (if applicable): The bidders should indicate the number of trips and the number of days for each trip, the cost, destination and purpose of each journey, together with the basis of these costs without exceeding the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the [National Joint Council Travel Directive](#) and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".
- (e) Subcontracts (if applicable): The bidders should identify all of the proposed subcontractors and provide in their financial bid for each one a price breakdown.
- (f) Other Direct Charges (if applicable): The bidders should identify all of the categories of other direct charges anticipated, such as long distance communications and rentals, providing the pricing basis for each and explaining the relevance to the work described in the resultant contract in part 6 of the bid solicitation.
- (g) Applicable Taxes: The bidders should indicate the Applicable Taxes separately.

### **1.2 Bidders should include the following information in their financial bid:**

- (a) Their legal name; and
- (b) The name of the contact person (including this person's mailing address, phone

and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid; and any contract that may result from their bid.

### **Section III - Certifications**

#### **1. Certifications Required Precedent to Contract Award**

Bidders must provide the required certifications Part 5.

### **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

#### **1. Evaluation Procedures**

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

##### **1.1 Financial Evaluation**

##### **1.1.1 Mandatory Financial Criteria**

Bids which fail to meet the Mandatory Financial Criteria will be declared non-responsive.

Number	Criterion	Met/Not Met	Page Number
MF1	The maximum budget allocated for this project must not exceed \$95,000.00 applicable taxes extra, including all labour, associated costs and subcontractors. Bids valued in excess of this amount will be considered non-responsive. This disclosure of project funds does not commit Environment and Climate Change to pay such an amount.		

##### **1.1.2 Evaluation of Price**

The price of the bid, including option periods, will be evaluated in Canadian dollars, the Applicable Taxes excluded, Canadian customs and excise taxes included.

#### **2. Basis of Selection**

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

### **PART 5 - CERTIFICATIONS**

Bidders must provide the required certifications and associated information to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.



The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

## **1. Certifications Required Precedent to Contract Award**

### **1.1 Integrity Provisions - Associated Information**

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

### **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 ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Employment and Social Development Canada (ESDC) - Labour's website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

## **2. Additional Certifications Required Precedent to Contract Award**

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

### **2.1 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.

## PART 6 - RESULTING CONTRACT

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

**Title:** Vessel for At-Sea Marine Bird Surveys on the West Coast of Vancouver Island

### 1. Security Requirement

1.1 There is no security requirement applicable to this Contract.

### 2. Insurance Requirement

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

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

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

### 3. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex A

### 4. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the PWGSC *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.

#### 4.1 General Conditions

2010B (2018-06-21), General Conditions - Professional Services (Medium Complexity), as modified below, apply to and form part of the Contract.

General conditions 2010B is modified as follows:

#### At Section 12 Transportation Costs

**Delete:** In its entirety

**Insert:** "Deleted"

#### At Section 13 Transportation Carriers' Liability

**Delete:** In its entirety.

**Insert:** "Deleted"

**At Section 18, Confidentiality:**

**Delete:** In its entirety

**Insert:** "Deleted"

**Insert Subsection: "35 Liability"**

"The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract."

**At Section 06 Subcontracts**

**Delete:** paragraphs 1, 2, and 3 in their entirety.

**Insert:** "The Contractor may subcontract the supply of goods or services that are customarily subcontracted by the Contractor. Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon Canada to a subcontractor. In any subcontract, the Contractor agrees to bind the subcontractor by the same conditions by which the Contractor is bound under the Contract, unless the Contracting Authority agrees otherwise, with the exception of requirements under the Federal Contractors Program for employment equity which only apply to the Contractor."

**At Section 19 Copyright**

**Delete:** In its entirety

**Insert:** "Deleted"

**5. Term of Contract**

**5.1 Period of the Contract**

The period of the Contract is from contract award to September 30, 2020 inclusive.

**6. Authorities**

**6.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_

Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_

Email address: \_\_\_\_\_

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.

**6.2 Technical Authority**

The Technical Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Email address: \_\_\_\_\_

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

### 6.3 Contractor's Representative

The Contractor's Representative for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Email address: \_\_\_\_\_

## 7. 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.

## 8. Payment

### 8.1 Basis of Payment

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, \_\_\_\_\_ (*insert, if applicable, "and profit,"*) in accordance with the Basis of Payment in annex B, to a limitation of expenditure of \$\_\_\_\_\_ (*insert the amount at contract award*). Customs duties are \_\_\_\_\_ (*insert "included", "excluded" or "subject to exemption"*) and Applicable Taxes are extra.

### 8.2 Limitation of Expenditure

- (a) Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. Customs duties are (*insert "included", "excluded" or "subject to exemption"*) and Applicable Taxes are extra.
- (b) No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by

the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- (i) when it is 75 percent committed, or
- (ii) four (4) months before the contract expiry date, or
- (iii) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

- (c) If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

## **9 Invoicing Instructions**

### **9.1 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:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

## **10. Certifications**

### **10.1 Compliance**

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.

## **11. Applicable Laws**

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

## **12. 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) Modified 2010B General Conditions - Professional Services (Medium Complexity) (2018-06-21)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment; and
- (e) 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).*

**ANNEX A**  
**STATEMENT OF WORK**

**TITLE:**

Vessel for At-Sea Marine Bird Surveys on the West Coast of Vancouver Island

**BACKGROUND:**

Environment and Climate Change Canada (ECCC), Canadian Wildlife Service (CWS) has a requirement for a scientific survey vessel, including operational crew, for vessel-based surveys of marine birds on the west coast of Vancouver Island (from mouth of Juan de Fuca north to Brooks Peninsula and 30 km offshore, and associated Vancouver Island inlets). Project objectives are to collect quantitative information regarding marine bird distribution and abundance (i.e., baseline information) across all four seasons on the west coast of Vancouver Island. Baseline information regarding the at-sea distribution and abundance of multiple marine bird species, including species listed under the Species at Risk Act (SARA). This information will be used to inform multiple evidence-based decision making management and conservation processes, including identification of areas important to birds and enhanced emergency response and preparedness.

**OBJECTIVE:**

The objective of this Contract is to secure a contractor who has the vessel(s) and experience to:

1. Achieve vessel-based line transect surveys in September, 2020 on the west coast of Vancouver Island; and
2. Manage all vessel safety and operational activities during the at-sea surveys to allow scientists aboard to focus on their work requirements.

**THE WORK:**

The west coast Vancouver Island area includes the Canadian side of the mouth of Juan de Fuca north to Brooks Peninsula and approximately 30 kilometers offshore, and select associated Vancouver Island inlets. Vessel-based surveys involve navigation along fixed transect lines at a constant speed of 8-10 knts, with surveys to be completed during daylight hours in excellent to moderate conditions (i.e., generally < 25knts wind). Vessel operators are to take advantage of weather windows and daylight hours to complete the planned surveys. Surveys will occur from September 5, 2020 until completion of >80% survey transects, or until September 30, 2020 whichever comes first. Generally, 1-3 ECCC at-sea observers will work aboard the vessel, and where feasible, overnight on the survey vessel.

**MANDATORY REQUIREMENTS:**

Vessel Operator(s):

- ownership of a vessel with valid registration and insurance (minimum two million liability insurance)
- vessel and crew must be regionally based for the west coast Vancouver Island surveys, and available as schedules require over the time period when the work must be done.
- vessel operator(s) must have significant (minimum of 5 years) experience and extensive knowledge of the waters of the west coast of Vancouver Island

- vessel operator(s) must possess and be up date with all required certifications to operate the intended vessel(s): at minimum, Small Vessel Operator Proficiency (SVOP); Marine Emergency Duties A1 (MED A1); Marine First Aid; Restricted Operator Certificate Maritime (ROC) is required.
- vessel operator(s) must have the necessary qualifications, (minimum of 5 years) and proven knowledge of navigational hazards within the required survey areas, including knowledge of navigational hazards, awareness of local weather conditions and forecasts, and ability to make necessary assessment to avoid exposure to severe operating conditions, to the extent possible.
- Vessel operator(s) must have access to suitable navigation system and have ability to undertake straight-line transects in the study region using GPS coordinates, and to control vessel bow swing as much as possible while travelling along transect lines.
- within reason, be willing to travel to/from survey locations in poor weather in order to be positioned for moderate-good weather windows for surveying.
- vessel and crew must abide by all Federal and Provincial laws and guidelines.
- The vessel chartered and all crew must abide, [Canada's Marine Mammal regulations](#) with regard to vessel operation and required minimum distances from marine mammals.
- The vessel chartered and the crew must abide with all Federal and Provincial laws to ensure the safety of all passengers and crew

Vessel:

- vessel must be of sufficient size and with the necessary equipment capable of safe operation in regional waters and weather conditions.
- vessel must be fully equipped with up-to-date safety, electronics, and navigation systems.
- vessel must be registered with, licensed under, and/or certified by Transport Canada, where appropriate. Vessels operating on the west coast of Vancouver Island should be Transport Canada-certified. Supplier must provide documented proof to Technical Authority upon request.
- vessel must provide the necessary space and working area for bird observers.
- vessel must have an observation platform at least 3.0 m above the waterline. The platform should be: (1) covered overhead and with railings (or otherwise), allowing for open, unobstructed observations from 0° ahead and to 90° on one or both sides of the vessel, or (2) an inside viewing platform that allows for unobstructed observations through glass from 0° ahead and to 90° on one or both sides of the vessel. For open platforms, the railings should be modifiable to shield observers from wind and spray, or otherwise be of solid material (e.g., metal or fiberglass). For inside platforms, observation windows from 0° ahead and to 90° should have wipers.
- all observation platforms must be safe to use with respect to radar, whether by turning radar off or having radar positioned a safe distance from platform. A departmental representative may request evidence of safe distance and/or operation.
- vessel must provide suitable accommodation for survey personnel and have a functioning marine toilet. Description of accommodation (e.g., number of bunks), toilet, shower (optional), and kitchen facilities should be provided.
- state minimum and maximum length of survey trips, based on vessel(s) capability and operator preference.
- vessel must be suitable for the service intended, and be acceptable under the provisions of TP 1332, and ABYC / ISO regulations with regard to category of service, and the acceptances must all reference the same design category, or better, than the intended service

The Contractor must observe the following requirements for this vessel charter:

1. The Contractor must comply with all Canada Labour Code requirements which can be found at <https://laws.justice.gc.ca/eng/acts/l-2/index.html>.

**CROWN INPUT:**



ECCC will provide its employees with safety/communication equipment, such as in-reach and satellite phone devices, and related. ECCC will work with the Contractor to determine survey plan, with decisions made regarding survey initiation, duration, and area of focus between ECCC and the Contractor.

**ACCEPTANCE:**

All work performed by the Contractor will be subject to review by ECCC. All work is to be performed to the satisfaction of ECCC. The Technical Authority will accept the Work on behalf of ECCC.

**APPENDIX A TO ANNEX A**

**VESSEL CHARTER**

1. The vessel must meet the following requirements:
  - a. be seaworthy;
  - b. the engine must be in good running order and all gear and equipment in good repair.
2. The Contractor must keep and maintain the vessel, engines, gear and equipment in good and sufficient repair for the duration of the Contract and must pay for all necessary repairs, renewals and maintenance.
3. The Contractor must:
  - a. indemnify and save harmless Canada from and against any claim for loss or damage to the vessel or any other property, engines, gear, or equipment, arising from the charter, and for injury or property of persons aboard the vessel, excepting any injury or damage to property of Canada's employees or agents;
  - b. ensure that the operations are only carried out by Canada's authorized representatives as specified by the Technical Authority;
  - c. ensure that approved personal flotation devices for all persons on board are in readily accessible positions at all times;
  - d. ensure that the use or possession of illegal drugs or alcohol is prohibited. If any member of the crew is found under the influence of such drugs and/or intoxicants while on duty, it will be cause for termination of the Contract for default.
4. If the vessel is disabled or is not in running order or is laid up without the consent of Canada, then Canada will not be liable for payment for the hire of the vessel during this period. If this period exceeds one week, Canada may terminate the Contract immediately for default.
5. If any gear or equipment necessary for the efficient operation of the vessel for the purpose of the Contract is not in good working order for any period of time, then the payment of hire will cease for the lost time, and if during the voyage the speed is reduced by a defect in or breakdown of any part of the hull, machinery or equipment, the time lost will be deducted from the hire. Canada will be the sole judge of the capability of the vessel.
6. If the vessel is unable to operate safely in the work area because of sea or weather conditions, as agreed to by the representative of the Contractor and the representative of Canada, then the charter for the day will be terminated and a pro-rated payment made to the Contractor for that period engaged in the Work in accordance with the terms of the Contract.
7. If the particulars furnished by the Contractor and set out in the Contract are incorrect or misleading, Canada may, at Canada's discretion, terminate the Contract for default.

**ANNEX B****BASIS OF PAYMENT**

\* With regards to the “Estimated Days/Hours” listed in the tables below, the number of estimated hours/days is for evaluation purposes only during the solicitation process and is an estimate provided in good faith.

Daily rate must include vessel, crew, operating costs, and travel.

Daily rate for vessel and crew, including fuel and any associated fees (e.g., moorage). Maximum running time per day must be stated.

\*A daily rate is defined as eight (8) hours running time per day.

Bidders must specify additional charges including overtime and standby.

- If a bidder does not charge overtime, then it must divide its daily rate by eight (8) and enter this rate as its hourly rate.
- If a bidder does not charge a daily standby rate, then it must enter its daily rate as its daily standby rate.

**The Bidder must provide a price for the daily rate, overtime rate, and standby daily rates to be considered responsive.**

**The Contractor will be paid as follows:**

Vessel Charter			
Contract award – September 30, 2020			
Requirement	Estimated Days/Hours (A)	Price (B)	Total (A)*(B)
Daily Rate	20 Days	\$	\$
Overtime Rate	100 Hours	\$	\$
Standby Daily Rate – Home Port	5 Days	\$	\$
Standby Daily Rate – Other Port	5 Days	\$	\$
<b>Price</b>			<b>\$</b>
<b>Applicable Taxes</b>			<b>\$</b>
<b>Total Price</b>			<b>\$</b>

## ANNEX C

### INSURANCE REQUIREMENT

#### Marine Liability Insurance

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 Environment and Climate Change 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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - d. 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.
  - e. 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.

### **Commercial General Liability Insurance**

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

- o. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- p. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
- q. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- r. 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.

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