



<p><b>RETURN OFFERS TO RETOURNER LES OFFRES À :</b></p> <p><b>Bid Receiving - Environment Canada / Réception des soumissions – Environnement Canada</b></p> <p><b>Electronic Copy:</b> ec.soumissions-bids.ec@canada.ca</p> <p><b>REQUEST FOR STANDING OFFER DEMANDE D’OFFERS À COMMANDES (DOC)</b></p> <p><b>OFFERS TO: ENVIRONMENT CANADA</b></p> <p>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.</p> <p><b>OFFRES À : ENVIRONNEMENT CANADA</b></p> <p>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).</p>	<p><b>Title – Titre</b> Vessels for At-Sea Surveys in the Salish Sea and the West Coast of Vancouver Island</p>	
	<p><b>Solicitation No. /SAP No. – N° de l’invitation EC / N° SAP</b> 5000048730</p>	
	<p><b>Date of solicitation (YYYY-MM-DD) – Date de l’invitation (AAAA-MM-JJ)</b> 2020-09-04</p>	
	<p><b>Solicitation Closes (YEAR-MM-DD) – L’invitation prend fin (AAAA-MM-JJ)</b>  at – à 3:00 P.M. on – 2020-10-14</p>	<p><b>Time Zone – Fuseau horaire</b>  Eastern Daylight Time</p>
	<p><b>F.O.B – F.A.B</b></p>	
	<p><b>Address Enquiries to - Adresser toutes questions à</b> Heidi Noble <a href="mailto:heidi.noble@canada.ca">heidi.noble@canada.ca</a></p>	
	<p><b>Telephone No. – N° de téléphone</b> 905-319-6982</p>	<p><b>Fax No. – N° de Fax</b></p>
	<p><b>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ)</b> 2024-03-31</p>	
	<p><b>Destination - of Services / Destination des services</b> British Columbia, Canada</p>	
	<p><b>Security / Sécurité</b> There is no security requirement with this solicitation.</p>	
<p><b>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l’entrepreneur</b></p>		
<p><b>Telephone No. – N° de téléphone</b></p>	<p><b>Fax No. – N° de Fax</b></p>	
<p><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></p>		
<p><b>Signature</b></p>	<p><b>Date</b></p>	

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1            General Information: provides a general description of the requirement;
- Part 2            Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3            Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4            Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5            Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6            Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7            7A, Standing Offer, and 7B, Resulting Contract Clauses:
  - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, the Point Rated Technical Criteria, the Insurance Requirements, and the Standing Offers Reporting.

### **1.2 Summary**

- 1.2.1            The Offeror must provide vessel charters and operational crew to support Environment and Climate Change Canada's vessel-based surveys of marine birds in the Salish Sea and/or the west coast of Vancouver Island.  
The period of the Contract is from date of Contract to March 31, 2024.
- 1.2.2            The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

### **1.3 Debriefings**

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

## **PART 2 - OFFEROR INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) 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.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006](#) (2019-03-04) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 120 days

### **2.2 Submission of Offers**

Offers must be submitted to Environment and Climate Change Canada at the address and by the date, time and place indicated on page 1 of the offer solicitation.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to Environment and Climate Change Canada will not be accepted.

### **2.3 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 FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror 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 offer 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 Offeror a FPS in receipt of a pension? **YES ( ) NO ( )**

If so, the Offeror 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, Offerors agree that the successful Offeror'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 Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES ( ) NO ( )**

If so, the Offeror 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.

## 2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (7) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors 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 offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

## 2.5 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in British Columbia.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 offerors.

## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 3.1 Offer Preparation Instructions

Canada requests that Offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer (1 electronic copy)

Section II: Financial Offer (1 electronic copy)

Section III: Certifications (1 electronic copy)

#### **The Offeror must submit a separate Technical Offer for each survey area**

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

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

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

Offers sent by mail, fax or other means **will not** be accepted.

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

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 Offeror's responsibility to ensure that the Contracting Authority receives an offer on time, in the mailbox that has been identified for offer receipt purposes. Date stamps for this form of transmission are not acceptable.

**Section I: Technical Offer**

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

**Section II: Financial Offer**

Offerors must submit their financial offer in accordance with Annex B, Basis of Payment.

**3.1.1 Exchange Rate Fluctuation**

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

**Section III: Certifications** Offerors must submit the certifications and additional information required under Part 5.

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

**4.1 Evaluation Procedures**

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
  
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

**4.1.1 Technical Evaluation**

Except where expressly provided otherwise, the experience described in the offer must be the experience of the Offeror itself (which includes the experience of any companies that formed the Offeror by way of a merger but does not include any experience acquired through a purchase of assets or an assignment of contract). The experience of the Offeror's affiliates (i.e. parent, subsidiary or sister corporations), subcontractors, or suppliers will not be considered.

**4.1.1.1 Point Rated Technical Criteria**

To be considered responsive, an Offeror must obtain the required minimum score of 60 points for the evaluation of the Point Rated Technical Criteria.

Point Rated Technical Criteria is included in Annex C

**4.1.2 Financial Evaluation**



**4.1.2.1** The price will be evaluated in Canadian dollars, the Applicable Taxes excluded, Canadian customs and excise taxes included.

For evaluation purposes only, the price of the offer will be determined as follows:

Proposals will be evaluated out of 40 points

The proposal with the lowest price receives the maximum 40 points, and all higher priced proposals will be pro-rated relative to the lowest price

**4.2 Basis of Selection**

**4.2.1 Basis of Selection - Highest Combined Rating of Technical Merit and Price**

1. To be declared responsive, an offer must:
  - (a) comply with all the requirements of the offer solicitation;
  - (b) meet all mandatory financial criteria;
  - and
  - (c) obtain the required minimum score of 60 points for the technical evaluation criteria which are subject to point rating.
2. Offers not meeting (a) or (b) or (c) will be declared non-responsive.
3. The evaluation will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60 % for the technical merit and 40 % for the price.
4. To establish the technical merit score, the overall technical score for each responsive offer will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
5. To establish the pricing score, each responsive offer will be prorated against the lowest evaluated price and the ratio of 40%
6. For each responsive offer, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive offer obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive offer 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 offers are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 100 and the lowest evaluated price is \$100,000.00 (100).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

<u>Offeror</u>	Offeror 1	Offeror 2	Offeror 3
Overall Technical Score	90/100	75/100	80/100
Offer Evaluated Price	\$115,000.00	\$110,000.00	\$100,000.00
<u>Calculations</u>			

Technical Merit Score	90/100 x 60 = 54	75/100 x 60 = 45	80/100 x 60 = 48
Pricing Score	100/115 x 40 = 35	100/110 x 40 = 36	100/100 x 40 = 40
Combined Rating	89	81	88
Overall Rating	1 <sup>st</sup>	3 <sup>rd</sup>	2 <sup>nd</sup>

#### 4.2.2 Maximum Number of Offerors

Canada reserves the right to issue up to a maximum of twenty (20) standing offers as a result of this solicitation process, up to ten (10) standing offers for the Salish Sea survey area and up to ten (10) standing offers for the West Vancouver Island survey area. Offerors must identify the survey area in their offer and may submit an offer for one or both survey areas.

### PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

#### 5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

##### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

#### 5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror 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 offer non-responsive.

##### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-) (<http://www.tpsgc-pwgsc.gc.ca/ci->

if/politique-policy-eng.html), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

### **5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification**

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror 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-Labour's](https://www.canada.ca/en/employment-social-development/canada-labour/s) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

### **5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer**

#### **5.2.3.1 Status and Availability of Resources**

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer 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 Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror 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 Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability.

## **PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS**

### **6.1 Insurance Requirements**

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex D.

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

## **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **7.1 Offer**

7.1.1 The Offeror offers to perform the Work in accordance with the Statement of Work at Annex "A".

#### **7.2 Security Requirements**

7.2.1 There is no security requirement applicable to the Standing Offer.

#### **7.3 Standard Clauses and Conditions**

All clauses and conditions identified in the Standing Offer and resulting contract(s) 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.

##### **7.3.1 General Conditions**

[2005](#) (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

##### **7.3.2 Standing Offers Reporting**

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex E. If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report.

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

- first quarter: April 1 to June 30
- second quarter: July 1 to September 30
- third quarter: October 1 to December 31
- fourth quarter: January 1 to March 31

The data must be submitted to the Standing Offer Authority no later than thirty (30) calendar days after the end of the reporting period.

#### **7.4 Term of Standing Offer**

##### **7.4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from date of award to March 31, 2024.

**7.4.2 Comprehensive Land Claims Agreements (CLCAs)**

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the standing offer.

**7.4.3 Delivery Points**

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Standing Offer.

**7.5 Authorities**

**7.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Email address: \_\_\_\_\_

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

**7.5.2 Project Authority**

The Project Authority for the Standing Offer is:

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

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

### 7.5.3 Offeror's Representative

The Offeror's Representative for the Standing Offer is:

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

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

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

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

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

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

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

### 7.6 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.

### 7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is the Project Authority.

### 7.8 Call-up Procedures

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942, Call-up Against a Standing Offer, or an equivalent form.

One call-up per survey area will be issued for each year of the Contract.

#### 7.8.1 Standing Offer Ranking List

A right of first refusal ranking applies to all call-ups

The ranking of offerors is as follows:  
(To be completed at issuance of standing offer)

The authorized user must contact the highest-ranked offeror in the survey area required to determine if the requirement can be satisfied by that offeror. If the highest-ranked offeror is able to meet the requirement, a call-up must be issued to that offeror.

If the highest-ranked offeror is unable to meet the requirement, the Authorized User will contact the second-ranked offeror in the survey area required. If the second-ranked offeror is able to meet the requirement, a call-up must be issued to the second-ranked offeror

If the second-ranked offeror is unable to meet the requirement, the Authorized User will contact the third-ranked offeror in the survey area.

The process will continue until a call-up is issued.

### 7.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
  - PWGSC-TPSGC 942 Call-up Against a Standing Offer
  - PWGSC-TPSGC 942-2 Call-up Against a Standing Offer - Multiple Delivery
  - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
  - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:
  - standing offer number;
  - statement that incorporates the terms and conditions of the Standing Offer;
  - description and unit price for each line item;
  - total value of the call-up;
  - point of delivery;
  - confirmation that funds are available under section 32 of the Financial Administration Act;
  - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

#### **7.10 Limitation of Call-ups**

Individual call-ups against the Standing Offer must not exceed \$400,000.00 (Applicable Taxes included).

#### **7.11 Financial Limitation**

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$3,750,000.00 including applicable taxes unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 4 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

#### **7.12 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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;

- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) the supplemental general conditions 2005 (2017-06-21);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Point Rated Technical Criteria;
- h) Annex D, Insurance Requirements;
- i) Annex E, Standing Offers Reporting
- j) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on \_\_\_\_\_" or "as amended on \_\_\_\_\_" and insert date(s) of clarification(s) or amendment(s) if applicable*).

## **7.13 Certifications and Additional Information**

### **7.13.1 Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

### **7.13.2 SACC Manual Clauses**

If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer 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 Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror is unable to provide a substitute with similar qualifications and experience, Canada may set aside the standing offer.

## **7.14 Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in British Columbia.

## **B. RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

### **7.1 Statement of Work**

The Contractor must perform the Work described in the call-up against the Standing Offer.

### **7.2 Standard Clauses and Conditions**

#### **7.2.1 General Conditions**



[2010B](#) (2018-06-21) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

### **7.3 Term of Contract**

#### **7.3.1 Period of the Contract**

The period of the Contract is from date of Contract to March 31, 2024 inclusive.

#### **7.3.2 Delivery Date**

Delivery must be completed in accordance with the call-up against the Standing Offer.

### **7.4 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.

### **7.5 Payment**

#### **7.5.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm rates as specified in Annex B. Customs duties are included and applicable taxes extra.

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

#### **7.5.2 Limitation of Price**

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

#### **7.5.3 Single Payment**

SACC *Manual* clause [H1000C](#) (2008-05-12) Single Payment.

### **7.6 Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
  - a) Invoices must be submitted in accordance with the call-up for certification and payment.

### **7.7 Insurance Requirements**

The Contractor must comply with the insurance requirements specified in Annex 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.

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

**TITLE**

Vessels for At-Sea Surveys in the Salish Sea and the West Coast of Vancouver Island

**BACKGROUND**

Environment and Climate Change Canada (ECCC), Canadian Wildlife Service (CWS) has a requirement for a standing offer for vessels, including operational crew, for vessel-based surveys of marine birds in the Salish Sea and the west coast of Vancouver Island.

Project objectives are to collect quantitative information regarding marine bird distribution and abundance (i.e., baseline information) across all four seasons in the Salish Sea and 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), in the Salish Sea and on the west coast of Vancouver Island is not well understood. Using vessel-based line-transect surveys to collect marine bird information across multiple years and seasons, a quantitative baseline of marine bird information can be achieved. 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**

ECCC requires contractors that have the vessel(s) and experience to:

1. Achieve vessel-based line transect surveys across multiple seasons and years in the Salish Sea and west coast of Vancouver Island.
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**

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 and/or < beaufort 5). Vessel operators are to take advantage of weather windows and daylight hours to complete the planned surveys. Generally, 1-3 ECCC at-sea observers (up to 4 for training purposes) will work aboard the vessel, and where feasible, overnight on the survey vessels. Although total survey duration per season will be approximately 20 days per survey area, occurring within a two-month survey window and not including weather days, individual trip lengths will be partially dependent on weather and vessel capabilities.

**SURVEY AREAS**

Two survey areas are identified: (1) the Salish Sea and; (2) West Coast of Vancouver Island.

Survey Area 1

Salish Sea:

The Salish Sea area includes the Canadian side of eastern Strait of Juan de Fuca, Gulf Islands, and the Strait of Georgia north to approximately Campbell River, including mainland inlets.

### Survey Area 2

West Coast of Vancouver Island:

The west coast of Vancouver Island area includes central and western Strait of Juan de Fuca, the mouth of Juan de Fuca and from the border with US waters north to approximately Brooks Peninsula, and to a maximum distance of 40 kilometers offshore. Distance surveyed offshore is to be determined pending discussion with vessel operators, but will likely be 30 km, and not exceeding a maximum of 40 km. West coast of Vancouver Island inlets and sounds will be included (e.g., Barkley Sound), where feasible.

## **SEASONS**

Surveys will occur four times per year (i.e., once per season); estimated total service commitment per planned seasonal survey period is approximately 20 days for each survey area, excluding weather days. Seasonal surveys should be completed within a two-month period, with recognition that weather will limit survey completion during certain seasons.

### Season 1

Winter:

Winter survey season is defined as February to March

### Season 2:

Spring survey season is defined as May to June

### Season 3:

Summer survey season is defined as August to September

### Season 4:

Fall survey season is defined as late October to December.

## **REQUIREMENTS:**

The Contractor must have vessel and operator(s) for the applicable survey area and the applicable season when the work must be completed.

### 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 Salish Sea and west coast of 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 5 years) experience and extensive knowledge of the waters of the Salish Sea and/or 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:

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

- vessel must be of sufficient size, capability, 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, including Automatic Identification System (AIS).
- vessel must be registered with, licensed under, and/or certified by Transport Canada, where appropriate. Vessels operating on the west coast of Vancouver Island must be Transport Canada-certified.
- 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 must 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 must 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° must 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. The Project Authority may request evidence of safe distance and/or operation.
- vessel must provide suitable accommodation for survey personnel and have a functioning marine toilet.
- vessel must be suitable for the service intended, and be acceptable under the provisions of TP 1332, and ABYC / ISO regulations <https://www.tc.gc.ca/eng/marinesafety/tp-tp1332-menu-521.htm> 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 Contract:

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**

CWS will provide all ECCC personnel with safety/communication equipment, such as inreach and satellite phone devices, and related equipment. CWS will work with the Contractor to determine survey plan, with decisions made regarding survey initiation, duration, and area of focus between CWS and the Contractor.

## **ACCEPTANCE**

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

The Contractor must not disclose any such information without the written permission of Canada.

**ATTACHMENT 1 TO ANNEX A  
VESSEL CHARTER CONDITIONS**

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 Project 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 per day.

Offerors must specify additional charges including overtime and standby.

- If an offeror does not charge overtime, then it must divide its daily rate by eight (8) and enter this rate as its hourly rate **to be considered responsive.**
- If an offeror does not charge a daily standby rate, then it must enter its daily rate as its daily standby rate **to be considered responsive.**

**The Offeror must provide a price for the daily rate, overtime rate, and standby daily rates to be considered responsive. Only information provided in the tables below will be considered by Canada. Canada will not consider a minimum work guarantee.**

The Contractor will be paid as follows:

Salish Sea Survey Area:

Year 1: Contract award – March 31, 2021

Vessel Charter			
Requirement	Estimated Days/Hours (A)	Price (B)	Total (A)*(B)
Daily Rate	40 Days	\$ _____	\$ _____
Overtime Rate	160 Hours	\$ _____	\$ _____
Standby Daily Rate – Home Port	20 Days	\$ _____	\$ _____
Standby Daily Rate – Other Port	20 Days	\$ _____	\$ _____
Price for Year 1 (applicable taxes extra):			\$ _____

Year 2: April 1, 2021 – March 31, 2022

Vessel Charter			
Requirement	Estimated Days/Hours (A)	Price (B)	Total (A)*(B)
Daily Rate	80 Days	\$ _____	\$ _____
Overtime Rate	400 Hours	\$ _____	\$ _____
Standby Daily Rate – Home Port	40 Days	\$ _____	\$ _____



Standby Daily Rate – Other Port	40 Days	\$ _____	\$ _____
<b>Price for Year 2 (applicable taxes extra):</b>			<b>\$ _____</b>

**Year 3: April 1, 2022 – March 31, 2023**

Vessel Charter			
Requirement	Estimated Days/Hours (A)	Price (B)	Total (A)*(B)
Daily Rate	80 Days	\$ _____	\$ _____
Overtime Rate	400 Hours	\$ _____	\$ _____
Standby Daily Rate – Home Port	40 Days	\$ _____	\$ _____
Standby Daily Rate – Other Port	40 Days	\$ _____	\$ _____
<b>Price for Year 3 (applicable taxes extra):</b>			<b>\$ _____</b>

**Year 4: April 1, 2023 – March 31, 2024**

Vessel Charter			
Requirement	Estimated Days/Hours (A)	Price (B)	Total (A)*(B)
Daily Rate	80 Days	\$ _____	\$ _____
Overtime Rate	400 Hours	\$ _____	\$ _____

Standby Daily Rate – Home Port	40 Days	\$ _____	\$ _____
Standby Daily Rate – Other Port	40 Days	\$ _____	\$ _____
<b>Price for Year 4 (applicable taxes extra):</b>			\$ _____

Total Price	
<b>Total Price for Year 1</b>	\$ _____ applicable taxes extra
<b>Total Price for Year 2</b>	\$ _____ applicable taxes extra
<b>Total Price for Year 3</b>	\$ _____ applicable taxes extra
<b>Total Price for Year 4</b>	\$ _____ applicable taxes extra
<b>Total Evaluated Price for Salish Sea Survey Area Years 1 - 4</b>	\$ _____ applicable taxes extra

The Contractor will be paid as follows:

West Coast of Vancouver Island Survey Area:

Year 1: Contract award – March 31, 2021

Vessel Charter			
Requirement	Estimated Days/Hours (A)	Price (B)	Total (A)*(B)
Daily Rate	40 Days	\$ _____	\$ _____
Overtime Rate	160 Hours	\$ _____	\$ _____
Standby Daily Rate – Home Port	20 Days	\$ _____	\$ _____
Standby Daily Rate – Other Port	20 Days	\$ _____	\$ _____
Price for Year 1 (applicable taxes extra):			\$ _____

Year 2: April 1, 2021 – March 31, 2022

Vessel Charter			
Requirement	Estimated Days/Hours (A)	Price (B)	Total (A)*(B)
Daily Rate	80 Days	\$ _____	\$ _____
Overtime Rate	400 Hours	\$ _____	\$ _____
Standby Daily Rate – Home Port	40 Days	\$ _____	\$ _____

Standby Daily Rate – Other Port	40 Days	\$ _____	\$ _____
<b>Price for Year 2 (applicable taxes extra):</b>			<b>\$ _____</b>

**Year 3: April 1, 2022 – March 31, 2023**

<b>Vessel Charter</b>			
<b>Requirement</b>	<b>Estimated Days/Hours (A)</b>	<b>Price (B)</b>	<b>Total (A)*(B)</b>
Daily Rate	80 Days	\$ _____	\$ _____
Overtime Rate	400 Hours	\$ _____	\$ _____
Standby Daily Rate – Home Port	40 Days	\$ _____	\$ _____
Standby Daily Rate – Other Port	40 Days	\$ _____	\$ _____
<b>Price for Year 3 (applicable taxes extra):</b>			<b>\$ _____</b>

**Year 4: April 1, 2023 – March 31, 2024**

<b>Vessel Charter</b>			
<b>Requirement</b>	<b>Estimated Days/Hours (A)</b>	<b>Price (B)</b>	<b>Total (A)*(B)</b>
Daily Rate	80 Days	\$ _____	\$ _____
Overtime Rate	400 Hours	\$ _____	\$ _____

Standby Daily Rate – Home Port	40 Days	\$ _____	\$ _____
Standby Daily Rate – Other Port	40 Days	\$ _____	\$ _____
<b>Price for Year 4 (applicable taxes extra):</b>			\$ _____

Total Price	
<b>Total Price for Year 1</b>	\$ _____ applicable taxes extra
<b>Total Price for Year 2</b>	\$ _____ applicable taxes extra
<b>Total Price for Year 3</b>	\$ _____ applicable taxes extra
<b>Total Price for Year 4</b>	\$ _____ applicable taxes extra
<b>Total Evaluated Price for West Coast of Vancouver Island Survey Area Years 1 - 4</b>	\$ _____ applicable taxes extra

**ANNEX "C"**

**POINT RATED TECHNICAL CRITERIA**

POINT RATED TECHNICAL CRITERIA			
UNDERSTANDING OF THE WORK			
		POINTS	RATING
R.1.	<p>The Offeror should submit a work plan that meets project scope, objectives, requirements, and satisfies Annex A, Statement of Work.</p> <p>This should include the following key components:</p> <ul style="list-style-type: none"> <li>• description of the Work to be completed</li> <li>• description of adherence to line-transect methodology;</li> <li>• description and capability of vessel(s) and operator(s);</li> <li>• description of accommodation (e.g., number of bunks), toilet, shower (optional), and kitchen facilities</li> <li>• statement of minimum and maximum length of survey trips, based on vessel(s) capability and operator preference;</li> <li>• statement of whether and where vessels are or can be moored at 'home port' for the seasonal surveys along the eastern portion of Vancouver Island or in the general vicinity of Vancouver for Survey Area 1 (Salish Sea), and/or along the west coast of Vancouver Island for Survey Area 2;</li> <li>• major project deliverables;</li> <li>• any limitations identified with regard to successful project completion;</li> <li>• contingency plan, (e.g., additional vessel operator)</li> </ul> <p>The Offeror has provided a detailed and clear description of the project scope, objectives, requirements, and all components requested – 40 points</p> <p>The Offeror has provided a description of the project scope, objectives, requirements, and components requested that lacks details in one of the key components – 32 points</p> <p>The Offeror has provided a description of the project scope, objectives, requirements, and components requested that lacks details in two of the key components – 24 points</p> <p>The Offeror has provided a description of the project scope, objectives, requirements, and components requested that lacks details in three of the key components – 16 points</p> <p>The Offeror has provided a description of the project scope, objectives, requirements, and components requested that lacks details in four of the key components – 8 points</p> <p>The Offeror has provided a description of the project scope,</p>	40	

	objectives, requirements, and components requested that lacks details in five or more of the key components – 0 point		
AVAILABILITY			
R.2.	The Offeror proposes to undertake surveys in both survey areas - Survey Area 1 and Survey Area 2 – 10 points	10	
R.3.	The Offeror should state its maximum survey trip duration. Minimum and maximum survey trip duration, based on vessel capability and operator preference Ability to undertake trips of 15 days or more – 5 points Ability to undertake trips of 10-14 days – 3 points Ability to undertake trips <9 days – 0 point	5	
EXPERIENCE			
R.4.	The Offeror should demonstrate its proposed vessel operator's experience by completing Attachment 1 to Annex C, List of Projects. Describe up to five projects completed in the past five years. Eligible projects must have been greater or equal to 20 days  Up to a maximum of 4 points will be awarded for each project based on the following breakdown:  <ul style="list-style-type: none"> <li>• Marine, vessel-based project 2 points</li> <li>• Marine line-transect surveys of marine wildlife – 2 points</li> </ul> For up to a maximum of 5 projects.	20	
R.5.	The Offeror should demonstrate its proposed vessel operator's experience by completing Attachment 1 to Annex C, List of Projects. Experience above 6 years operating vessels on the British Columbia Coast. 1 point for each additional year, to a maximum of 10 points	10	
ASSET CRITERIA			
R.6.	The Offeror should demonstrate that is has the following asset criteria by providing the specifications or a picture. 1) Vessel has shower sufficient for one person – 5 points 2) Vessel has more than one survey platform that is above 3.0 m height above waterline and with unobstructed viewing from 0-90° on one or both sides of the vessel (e.g., inside and outside platforms) – 5 points	10	
<b>TOTAL SCORE (pass mark = 60 points)</b>		<b>95</b>	

**ATTACHMENT 1 TO ANNEX C  
LIST OF PROJECTS**

**\*The Offeror may add or delete project tables as required.**

<b>Project 1</b>	
<b>Client</b>	
<b>Duration of Work (start date to end date)</b>	
<b>Description of Work</b>	
<b>Project 2</b>	
<b>Client</b>	
<b>Duration of Work (start date to end date)</b>	
<b>Description of Work</b>	



<b>Project 3</b>	
<b>Client</b>	
<b>Duration of Work (start date to end date)</b>	
<b>Description of Work</b>	
<b>Project 4</b>	
<b>Client</b>	
<b>Duration of Work (start date to end date)</b>	
<b>Description of Work</b>	

<b>Project 5</b>	
<b>Client</b>	
<b>Duration of Work (start date to end date)</b>	
<b>Description of Work</b>	
<b>Project 6</b>	
<b>Client</b>	
<b>Duration of Work (start date to end date)</b>	
<b>Description of Work</b>	
<b>Project 7</b>	
<b>Client</b>	

<b>Duration of Work (start date to end date)</b>	
<b>Description of Work</b>	
<b>Project 8</b>	
<b>Client</b>	
<b>Duration of Work (start date to end date)</b>	
<b>Description of Work</b>	
<b>Project 9</b>	
<b>Client</b>	
<b>Duration of Work (start date to end date)</b>	

<b>Description of Work</b>	
<b>Project 10</b>	
<b>Client</b>	
<b>Duration of Work (start date to end date)</b>	
<b>Description of Work</b>	

**ANNEX "D"**

**INSURANCE REQUIREMENTS**

**G5003C (2018-06-21), 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.

**G2001C (2018-06-21), 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. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
- m. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.  
For the province of Quebec, send to:

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284 Wellington Street, Room SAT-6042,  
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**ANNEX "E"**  
**STANDING OFFERS REPORTING**

<b>Date of Call-up</b>	<b>Service Provided</b>	<b>Work Completion Date</b>	<b>Annually</b>	<b>Price</b>	<b>Total</b>