

Pêches et Océans Canada

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:

Bid Receiving/Réception des sousmissions

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

Email - courriel: DFOtenderssoumissionsMPO@dfo-mpo.gc.ca

REQUEST FOR PROPOSAL

DEMANDE DE PROPOSITION

Proposal to: Fisheries and Oceans Canada

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

Proposition aux : Pêches et Océans Canada

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

Comments: - Commentaries:

Canadä

Title - Sujet

Vessel and Crew to Support Fisheries and Oceans Canada - Spring 2021 Atlantic Zone Monitoring Program

Date

March 23, 2021

Solicitation No. - Nº de l'invitation

F5211-210037

Client Reference No. - No. de référence du client

F6070-210003

Solicitation Closes - L'invitation prend fin

At /à: 14:00 ADT(Atlantic Daylight Time)/ HAA (heure avancee de

l'Atlantique)

On / le: April 7, 2021

F.O.B. - F.A.B GST - TPS

See herein — Voir ci-Destination

Duty - Droits

See herein — Voir ci-inclus

Destination of Goods and Services - Destinations des biens et services

See herein — Voir ci-inclus

Instructions

See herein — Voir ci-inclus

Address Inquiries to -

Adresser toute demande de renseignements à

Michael Peters - Contracting Specialist

Email - courriel:

DFOtenders-soumissionsMPO@dfo-mpo.gc.ca

Delivery Required -Livraison exigée

See herein — Voir ci-inclus

Delivery Offered -Livraison proposée

Vendor Name, Address and Representative - Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur:

Telephone No. - No. de téléphone

Facsimile No. - No. de télécopieur

Name and title of person authorized to sign on behalf of Vendor (type or print) - Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)

Signature

Date

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this bid solicitation.

1.2 Statement of Work

The work to be performed is in accordance with the Statement of Work at Annex A.

1.3 Debriefings

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

1.4 Trade Agreements

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

1.5 Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$26,400 for goods and under \$105,700 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at opo-boa@opo-boa.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

Revision to Departmental Name: As this solicitation is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

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

The <u>2003</u> (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days Insert: 90 days

2.2 Submission of Bids

Bids must be submitted only to Fisheries and Oceans Canada (DFO) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

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

2.3 Enquiries - Bid Solicitation

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

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

2.4 Applicable Laws

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

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.

2.5 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge and Recourse Mechanisms</u>" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (one soft copy in PDF format)
Section II: Financial Bid (one soft copy in PDF format)
Certifications (one soft copy in PDF format)

The maximum size per email (including attachments) is limited to 10MB. If the limit is exceeded, your email might not be received by DFO. It is suggested that you compress the email size to ensure delivery. Bidders are responsible to send their proposal and to allow enough time for DFO to receive the proposal by the closing period indicated in the RFP. Emails with links to bid documents will not be accepted.

For bids transmitted by email, DFO will not be responsible for any failure attributable to the transmission or receipt of the email bid. DFO will send a confirmation email to the Bidders when the submission is received.

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

Section I: Technical Bid

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

See Annex C for details

4.1.1.2 Point Rated Criteria

See Annex C for details

4.1.2 Financial Evaluation

SACC Manual Clause A0220T (2014-06-26), Evaluation of Price

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

- 1. To be declared responsive, a bid must:
 - (a) comply with all the requirements of the bid solicitation;
 - (b) meet all mandatory criteria; and
 - (c) The rating is performed on a scale of 185 points
- 2. Bids not meeting (a)(b) will be declared non-responsive.
- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
- 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by an 70/30 ratio of technical merit and price, respectively. The total available point equals 53 and the lowest evaluated price is \$75.00 per hour (75).

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		48/53	32/53	42/53
Bid Evaluated Price		\$120.00	\$90.00	\$75.00
Calculations	Technical Merit Score	48/53 x 70= 63.39	32/53 x 70 = 42.26	42/53 x 70 = 55.47
	Pricing Score	75/120 x 30 =18.75	75/90 x 30 = 25	75/75 x 30 = 30
Combined Rating		82.14	67.26	85.47
Overall Rating		2 nd	3rd	1st

Solicitation No. - No de l'invitation : F5211-210037

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

Certifications Required with the Bid 5.1

Bidders

5.1.1

5.1.2

5.1.3

cations required with the bid			
s must submit the following duly completed certifications as part of their bid.			
Integrity Provisions - Declaration of Convicted Offences			
In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, if applicable , the declaration form available on the <u>Forms for the Integrity Regime</u> website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.			
Contractor's Representative			
The Contractor's Representative for the Contract is:			
Name:			
Supplementary Contractor Information			
Pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments made by departments and agencies under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T4-A supplementary slip.			
To enable the Department of Fisheries and Oceans to comply with this requirement, the Contractor hereby agrees to provide the following information which it certifies to be correct, complete, and fully discloses the identification of this Contractor:			
a) The legal name of the entity or individual, as applicable (the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code:			

Social Insurance Number (SIN) postal code:	or Business Number	(BN), as well as	s the addres

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

 For individuals and unincorporated businesses, the contractor's SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number:
 For corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown:

5.1.4 Electronic Payment of Invoices - Contract

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

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

5.1.5 Former Public Servant

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

Definitions

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

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

"pension" means a pension or annual allowance paid under the <u>Public Service Superannuation</u> *Act* (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the <u>Supplementary</u>

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?

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- a. name of former public servant;
- 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 nayment period, the total amount of fees that

	ived a lump sum payment is \$5,000, includir	
Print Name	Signature	

5.1.6 List of Names for Integrity Verification Form

Bidders must complete the List of Names for Integrity Verification form found in Attachment 1 to Part 5.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

"I certify that I have examined the information provid	ed above and that it is correct and complete"
Signature	
Print Name of Signatory	

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

ATTACHMENT 1 TO PART 5 LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

Requirements

Section 17 of the <u>Ineligibility and Suspension Policy</u> (the Policy) requires suppliers, regardless of their status under the Policy, to submit a list of names with their bid or offer. The required list differs depending on the bidder or offeror's organizational structure:

- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- Privately owned corporations must provide a list of the owners' names.
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners.
- Suppliers that are a partnership do not need to provide a list of names.

Suppliers may use this form to provide the required list of names with their bid or offer submission. Failure to submit this information with a bid or offer, where required, will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement. Please refer to Information Bulletin: Required information to submit a bid or offer for additional details.

List of names for integrity verification form

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

- The Contractor/Offeror, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, MUST NOT access PROTECTED and/or CLASSIFIED information or assets.
- The Contractor/Offeror personnel MAY NOT ENTER NOR PERFORM WORK ON sites where PROTECTED or CLASSIFIED information or assets are kept, without an escort provided by the department or agency for which the work is being performed.
- The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
- Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the DFO or the CISD/PWGSC.

6.2 Statement of Work

The Work to be performed is in accordance with the Statement of Work at Annex "A".

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

<u>2010B</u> (2020-05-28), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to June 1, 2021 inclusive.

6.5 Authorities

6.5.1 Contracting Authority

Name: Title:

Organization:

The Contracting Authority for the Contract is:

Name: Michael Peters
Title: Contracting Specialist

Department: Fisheries and Oceans Canada
Directorate: Material and Procurement Services

Address: 301 Bishop Drive, Fredericton NB, E3C 2M6

Telephone: (506) 429-2359 Facsimile: (506) 452-3676

E-mail address: <u>DFOtenders-soumissionsMPO@dfo-mpo.gc.ca</u>

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

6.5.2 Project Authority (To be named at contract award)

The Project Authority for the Contract is:

Address:
Telephone:
E-mail address:
The Project Authority is the representative of the department or agency for whom the Work is
being carried out under the Contract and is responsible for all matters concerning the technical
content of the Work under the Contract. Technical matters may be discussed with the Project
Authority, however the Project Authority has no authority to authorize changes to the scope of the

Work. Changes to the scope of the Work can only be made through a contract amendment

6.5.3 Contractor's Representative (To be named at contract award)

Name:	
Title:	
Organization:	 _
Address:	 _
Telephone:	
F-mail address:	

issued by the Contracting Authority.

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Payment

6.7.1 Basis of Payment

- 6.7.1.1 The Contractor will be paid in accordance with Annex B Basis of Payment
- 6.7.1.2 All prices and amounts of money in the Contract are exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable, unless otherwise indicated. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims for goods supplied or work performed and will be paid by Her Majesty. The Contractor agrees to remit to Canada Revenue Agency any GST or HST paid or due.
- 6.7.1.3 Any payment by Her Majesty under this contract is subject to there being an appropriation for the fiscal year in which the payment is to be made.

6.7.2 Limitation of Expenditure

- Canada's total liability to the Contractor under the Contract must not exceed
 _____(insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.
- 2. 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:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
- 3. 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.

6.7.3 Single Payment

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- 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 delivered has been accepted by Canada.

6.7.4 Electronic Payment of Invoices - Contract

Th	e Co	ontractor accepts to be paid using any of the following Electronic Payment Instrument(s)
()	MasterCard Acquisition Card;
()	Direct Deposit (Domestic and International);

6.8 Invoicing Instructions

- 6.8.1 Payments will be made provided that:
 - 6.8.1.1 The invoice(s) must be emailed to DFO Accounts Payable, at the email address indicated below:

Email: DFO.invoicing-facturation.MPO@canada.ca
CC: AP Coder (inserted at contract award)

6.9 Certifications and Additional Information

6.9.1 Compliance

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

6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (insert the name of the province or territory as specified by the Bidder in its bid, if applicable).

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) <u>2010B (</u>2020-05-28), General Conditions Professional Services (Medium Complexity) apply to and form part of the Contract;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Conditions;
- (f) Annex D, Additional Vessel Charter Contract Conditions
- (g) the Contractor's bid dated _____ (insert date at contract award)

6.12 Procurement Ombudsman

- 6.12.1 The Contractor confirms that it has read the Code of Conduct for Procurement and agrees to be bound by its terms.
- 6.12.2 The office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$26,400.00 for Goods and under \$105,700.00 for Services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it,. With the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at opo-boa@opo-boa.gc.ca. You can also obtain more information on OPO services available to you on their website at www.opo-boa.gc.ca.
- 6.12.3 For further information, the Contractor may refer to the following PWGSC site:

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

6.13 Insurance – Specific Requirements G1001C (2013-11-06)

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

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

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

6.14 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

6.15 SACC Manual Clauses

SACC Manual clause A9141C (2008-05-12) Vessel Condition SACC Manual clause G5003C (2018-06-21) Marine Liability Insurance SACC Manual clause A8501C (2014-06-26) Vessel Charter - Contract

6.16 Licensing

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

ANNEX "A" STATEMENT OF WORK

1.0 Scope

1. 1 Title

Vessel and Crew to Support Fisheries and Oceans Canada – Spring 2021 Atlantic Zone Monitoring Program

1.2 Introduction

Fisheries and Oceans Canada is seeking availability of a capable non-Canadian Coast Guard (CCG) Oceanographic Research Vessel to conduct its spring 2021 Atlantic Zone Monitoring Program (AZMP). Specifically, an Oceanographic Research Vessel is required for up to 24 days from April 1, 2021 through to May 15, 2021 at the latest. The Atlantic Zone Monitoring Program is a time sensitive survey and needs to be conducted during this period to allow for comparability of data and results with previous annual surveys conducted at this time and location.

1.4 Objectives of the Requirement

The Atlantic Zone Monitoring Program has the aim of collecting and analysing the biological, chemical, and physical oceanographic field data that are necessary to (1) characterize and understand the causes of oceanic variability at the seasonal, inter-annual, and decadal scales, (2) provide multidisciplinary data sets that can be used to establish relationships among the biological, chemical, and physical variables, and (3) provide adequate data to support the sound development of ocean activities.

1.5 Background, Assumptions and Specific Scope of the Requirement

1.5.1 Background

1.5.2 Scope

The Science Branch, Fisheries and Oceans Canada, Newfoundland Region, St. John's, Newfoundland, CANADA, requires the complete services of an Oceanographic Research Vessel charter (vessel and crew) to deliver its Atlantic Zone Monitoring Program (AZMP) during the spring of 2021, operating within the offshore waters of Newfoundland and Labrador. The monitoring program was implemented with the aim of increasing DFO's capacity to understand, describe, and forecast the state of the marine ecosystem and to quantify the changes in the ocean's physical, chemical, and biological properties.

The area of operation for this program is the offshore waters of the St. Pierre Bank, Grand Banks of Newfoundland, and the Newfoundland and Labrador shelf, inclusive of the Laurentian Channel on the St. Pierre Bank and across the Flemish Cap. This seasonal monitoring program is typically carried out using Canadian Coast Guard (CCG) Oceanographic Research Vessels. However, no CCG Oceanographic Research Vessels are available for spring 2021.

The spring 2021 program will consist of conducting operations at up to 80 water sampling stations (e.g., conductivity, temperature, depth (CTD) profiles, water bottle samples from various depth levels using a water sampling rosette system, and plankton nets), up to 70 expendable bathy-thermograph (XBT) profiles, measuring ocean currents using a vessel mounted acoustic Doppler current profiler (ADCP), deployment of a Viking buoy and 4 mooring deployments/recoveries. The program will involve sampling up to 400 nautical miles offshore and in water depths of up to 4000 m. Deepwater water sampling will require a launch and recovery system (LARS), consisting of winch, metering block and a crane or A-frame, capable of deploying and recovering a Seabird Electronics 911plus 12-bottle rosette system with 5-litre (L) bottles, as well as a separate LARS system for zooplankton net operations. The vessel requires enough deck space to carry all of the mooring equipment and carry out activities associated with the particular survey without returning to port during the mission. Moorings will be deployed and recovered off the east coast of

Newfoundland (Station 27), in the Laurentian Channel Marine Protected Area, and along the Bonavista Bay section. One Viking buoy will be deployed off the east coast of Newfoundland (Station 27). The CTD and net operations require the vessel to maintain station in a manner such that the conducting cable/hydro wire remain as close to vertical as possible while the package is lowered/raised through the water column.

2.0 Requirements

2.1 Tasks, Activities, Deliverables and Milestones

The Statement of Work outlines all requirements that an Offshore Research Vessel will include to be considered capable of completing the spring 2021 Atlantic Zone Monitoring Program. The Bidder must provide proof of contractor capability and vessel's capacity to meet all mandatory requirements. Copies of all relevant certificates (listed below) must be included in a Bidder's submission as proof. References to certificates (e.g., listed in Curriculum vitae) are not considered proof, as they cannot be substantiated. The onus is on the Bidder to submit all information and proof needed to clearly demonstrate that all criteria are met. This information must be included in the bid package and properly referenced from the table in Annex E.

Note: Before contract award, Fisheries and Oceans Canada reserve the right to conduct a scheduled site visit with the compliant Bidder(s) to confirm contractor capability and vessel capacity in accordance with the Statement of Work and Evaluation Criteria.

2.2 Specifications and Standards Section A: Mandatory Requirements

Vessel Certification and Documentation

- The Bidder must uphold the following certifications, valid for the duration of the Contract:
 - o Transport Canada Minimum Safe Manning Document Convention with a Trading Area of *Unlimited Voyage*, or international equivalent.
 - Transport Canada (or recognized organization) gross tonnage certificate and Safety Management Certificate, or international equivalent.
 - o IACS Polar Class PC2, 3 or 4 certification, or equivalent.
 - Transport Canada (or recognized organization) Safety Equipment Certificate, or international equivalent.
 - Certificate of competency for Captain(s) and officer(s) that meets or exceeds the operation for size (gross tonnage) of the vessel and the area of Work (Unlimited Voyage, or international equivalent).
 - Health and Safety Plan that is consistent with Transport Canada Safety Inspection Certificates, or international equivalents.
 - COVID-19 safety and mitigation protocols.
- The Bidder must provide confirmation that the Captain(s), officer(s) and all crew of the vessel have received a negative COVID-19 test prior to boarding.

Vessel Particulars

- The Vessel must be equipped for continuous operations for a period of up to 22 days (e.g., endurance range of Vessel, provisions, water making system, etc.).
- The Vessel must be able to accommodate a minimum of 11 scientific personnel (individuals consisting of both genders) for the duration of the mission and comply with Canadian Maritime Occupational Health and Safety Regulations (SOR/2010-120). This includes:
 - o provide sleeping accommodations (minimum of 11 berths and max of 2 person/cabin);
 - provide a minimum of 3 on-board meals per day;
 - o provide drinking water, flushing toilets, sinks, showers and hot water;
- The vessel must have lifesaving equipment that has valid CSA certification or international equivalents sufficient for both the crew and 11 scientific personnel.

- The Vessel will provide any personal protective equipment (PPE) necessary as outlined in the Vessel's safety policy beyond standard seagoing equipment (e.g. fall arrest equipment). Such equipment must have CSA certification or international equivalents.
- The Vessel must be equipped with an oceanographic water-sampling system that consists of:
 - o a launch and recovery system (LARS)
 - slip-ring winch (minimum of 50 HP) with a minimum of 5000 m of conducting cable (2050 kg [4500 lbs] Working Load Limit (WLL))
 - a crane and/or boom and/or A-frame to launch and recover the oceanographic rosette:
 - a dedicated metering block with payout (in m) and speed (in m/min) display to accommodate cable size and minimum bend radius specification. Metering block must be rated in excess of rosette system weight (450 kg [1000 lbs]) plus weight of 4000 m of deployed cable;
 - o an enclosed workspace
 - a dedicated enclosed (minimum area 3.0 m X 3.0 m [10 ft X 10 ft]), lighted and heated wet work space, with drainage for unused seawater, in close proximity to deployment area for handling the rosette before deployment and for sampling bottles upon recovery. Work space must be accessible to crane, boom or A-frame and be equipped with shell doors large enough to transport oceanographic rosette in and out of safely during operations without dismantling or disconnecting rosette system from the LARS (rosette size 1.6 m H X 1.0 m W X 1.0 m D [5.3 ft H X 3.3 ft W X 3.3 ft D]). Typical subzero temperatures in the survey region are common, which can lead to issues with water sampling equipment if exposed OR:
 - adequate space on deck to install a standard 3.0 m L X 2.4 m W X 2.4 m H [10.0 ft L X 8.0 ft W X 8.0 ft H] container laboratory, in close proximity to deployment area for handling the rosette before deployment and for sampling bottles upon recovery. Work space must be accessible to crane, boom or A-frame and be situated on deck to allow the rosette to pass through the container doors and the cable to pass through the top of the container without dismantling or disconnecting rosette system from the LARS. Must have access to 240V/60A power for subpanel supplying electricity to lights and heating system within container. Typical subzero temperatures in the survey region are common, which can lead to issues with water sampling equipment if exposed;
 - include a public address system and a means of communication (e.g., phone, UHF radio, etc.) in enclosed workspace;
- The Vessel must be equipped with a vertical zooplankton net sampling system that consists of:
 - a launch and recovery system (LARS)
 - hydrographic winch with a minimum of 2000 m of wire rope or cable (800 lbs WLL)
 - a crane and/or boom and/or A-Frame to launch and recover the zooplankton nets;
 - dedicated metering block with payout (in m) and speed (in m/min) display to accommodate cable size and minimum bend radius specification. Metering block must be rated in excess of zooplankton net system weight (45 kg [100 lbs]) plus weight of 1200 m of deployed cable.
 - o a source of seawater must be available nearby to wash down nets.
- The vessel must be equipped with a hull mounted echosounder capable of deep water sounding to a depth of at least 6000m with a graphical display in science workspaces and serial NMEA (National Marine Electronics Association) depth output.
- The Vessel must have a minimum unobstructed working deck space of 36 m2 [400 ft2] to accommodate mooring operations.
- The Vessel must have a minimum storage space of 36.0 m2 [400.0 ft2] for mooring equipment. Whether the equipment is stored on deck or within the cargo hold, it needs to be accessible at sea from the working deck area where mooring operations will be conducted.

- The Vessel must be equipped with an A-frame or aft-mounted crane for mooring operations. DFO's minimum requirements are:
 - o minimum clearance height of 6.0 m [20.0 ft];
 - o minimum clearance width 3.0 m [10.0 ft];
 - o capability to swing inboard 2.0 m [6.0 ft] and outboard 1.5 m [5.0 ft];
 - static minimum Working Load Limit (WLL) of 5 tons;
 - dynamic minimum Working Load Limit (WLL) of 1 ton;
- The Vessel must be equipped with a block that can be mounted on the A-frame or aft-mounted crane for mooring operations. DFO's minimum requirements are:
 - minimum Working Load Limit (WLL) of 5 tons;
 - o minimum sheave Ø 30 cm [12 in];
- The Vessel must be equipped with a mooring winch that is positioned in-line for use with the A-frame or aft-mounted crane on the stern. DFO's minimum requirements are:
 - minimum drum barrel of Ø38 cm [15 in];
 - o spooling capacity of 1000 m [3,300 ft] for Ø0.635 cm [1/4 in] mooring wire;
 - minimum line pull of 900 kg [2000 lb];
- The vessel must be equipped with a telescoping or knuckle boom marine crane, capable of being operated while at sea. DFO's minimum requirements are:
 - static minimum Working Load Limit (WLL) of 5 tons at minimum scope listed below;
 - dynamic (sea state 4) minimum Working Load Limit (WLL) of 1 tons at minimum scope listed below;
 - minimum lift height over the vessel rail of 6.0 m [20.0 ft];
 - o minimum outboard scope off the side of the vessel of 2.0 m [6.0 ft];
 - crane whip cable that reaches the waterline;
- The Vessel must provide enclosed, lighted and heated combination of interior and/or containerized laboratory space on deck for sample processing with a total minimum area of 60.0 m2 [650.0 ft2], and have:
 - o minimum of two (2) 1.5 m X 0.5 m [5.0 ft X 1.6 ft] continuous areas of bench space to accommodate water sample extraction/processing with direct access to a sink;
 - o an additional 3.0 m2 [32.0 ft2] of bench space to accommodate sample preparation;
 - o minimum of one (1) sink in each lab or a minimum total of two (2) sinks in the combined lab areas. The sinks must have a freshwater supply and the ability to dispose of seawater;
 - access to a clean source of running sea-water in at least one lab;
 - o a working, certified fume hood in at least one lab;
 - o a chemical storage area of 0.43 m3 [15.0 ft3] in at least one lab;
 - stable power supplied to each lab;
 - o include a public address system and a means of communication (e.g., phone, UHF radio, etc.) in each lab;
- The Vessel must provide access to navigation data (NMEA data strings for position, speed, and heading) in all science workspaces.
- The Vessel must provide enclosed, lighted and heated dry space for storing DFO and partner equipment and sample boxes with a total minimum area of 80.0 m2 [860.0 ft2]. This storage space needs to be accessible at sea.
- The Vessel must provide dedicated science refrigerated storage space of 0.43 m3 [15.0 ft3] and dedicated science freezer storage space of 1.19 m3 [42.0 ft3] OR has sufficient dry space to accommodate 1 refrigerator (total of 0.43 m3 [15.0 ft3]) and 3 chest freezers (total of 1.19 m3 [42.0 ft3]) for storage of scientific samples. This refrigerated storage space needs to be accessible at sea, and cannot be used for other purposes such as provision storage.

2.2 Change Management Procedures

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the 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.

2.3 Ownership of Intellectual Property

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

3.0 Other Terms and Conditions of the SOW

3.1 DFO Support

In support of the successful completion of the spring 2021 Atlantic Zone Monitoring Program, DFO will provide the following personnel, equipment, and mission planning information:

- DFO will provide 11 scientific personnel for each survey;
- DFO will provide CTD, XBT and mooring instrumentation, as well as zooplankton nets and other sampling instruments required for the program;
- Prior to the commencement of the Contract, the Chief Scientist(s) shall submit a written tentative Mission Plan that shall include:
 - o date, time, and point of departure;
 - o estimated time at sea;
 - estimated date, time, and point of arrival;
 - o anticipated cruise track, including all station positions and area of operation;
 - statement of all scientific operations to be carried out;
 - list of all scientific equipment and cargo to be mobilized on board the vessel, including chemicals transported as part of sampling processes.
- Prior to the commencement of the Contract, the Chief Scientist(s) shall submit all relevant Safe Work Procedures (SWP) relating to science operations and COVID-19 safety protocols.
- DFO will provide COVID-19 testing for all science staff prior to boarding. DFO will inform the Contractor that the mission is clear to proceed based on the results of this testing.

3.3 Contractor's Obligations

Vessel and Crew

- Captain and crew will be expected to communicate in English and must be available for each 12 h shift to ensure successful communication with scientific personnel.
- Bridge crew will be expected to maintain station during CTD and zooplankton net operations in a manner such that the conducting cable/hydro wire remain as close to vertical as possible while the package is lowered/raised through the water column.
- Crew will be expected to accommodate two 12-hour science personnel shifts (0000h-1200h and 1200h-2400h). A minimum of two crew deckhands per 12-hour shift must be available to operate winches, cranes, assist in deployment of CTD and zooplankton nets, assist in deployment/recovery of moorings, etc. DFO staff are not responsible for operation of ship's equipment.
- Upon contract award, Contractor will be expected to provide to DFO the Vessel's minimum acceptable safety and occupational health certification requirements for science personnel participating in the mission at sea.
- Crew will be expected to provide a familiarization tour of the ship for scientific personnel and inform them of safety equipment and procedures, ensuring the safety of equipment and personnel throughout the duration of the contract, and provide safe working areas on the ship.

- Prior to the mission at sea, the Contractor will be expected to provide, or develop in collaboration with DFO, Safe Operating Procedures for the scientific operations identified in the Statement of Work.
- Prior to the mission at sea, the Contractor will be expected to provide, or develop in collaboration with DFO, Safe Operating Procedures for the storage, handling, use and disposal of chemicals onboard the Vessel.
- Prior to the mission at sea, the Contractor will be expected to provide an acceptable water quality test for contamination of twenty-eight (28) contaminants as outlined in the current Guidelines for Canadian Drinking Water Standards (https://www.canada.ca/en/health-canada/services/environmental-workplace-health/water-quality/drinking-water/canadian-drinking-water-guidelines.html) at a minimum of two downstream outlets: one selected at random and one at the termination of the longest run of pipe.
- The Vessel will be expected to be equipped with stores (e.g., storeroom, chemical locker) for the safe stowage of dangerous goods in accordance with regulations governing storage and separations of hazardous materials onboard ships (International Maritime Dangerous Goods Code). Compliance with this requirement is subject to verification by Canada after contract award.
- The Vessel will provide space for one (1) mammal/bird observer to look out the forward and side
 windows on the bridge throughout the daylight period, each day at sea, including a small space for
 a laptop.
- Crew will be expected to assist with the loading and unloading of science equipment as required (e.g., shipboard crane operations, manual lifting if necessary, etc.).
- Crew will be expected to deploy/recover and/or assist with the deployment/recovery of oceanographic measurement devices and sea sampling equipment according to information provided by the Chief Scientist.
- A ship-supplied technician(s) is expected to be on board and available 24-hours to trouble shoot, repair, and maintain ship-supplied science equipment and manage associated data collection. The technician(s) must also liaise with DFO science staff for the duration of the Contract.
- The Vessel will provide satellite internet service available to science personnel for communication to shore with a minimum capacity of 20 GB over the 23 day period.
- The Vessel and crew is expected to be available for the full period of the contract.
- The Vessel and crew is expected to be able to stay at sea without calling port for a period of up to 23 days.
- The Vessel and crew is expected to be able to berth, and its crew disembark, at various ports in Atlantic, CANADA.
- The Contractor must provide proof (copy) that the Captain(s), officer(s) and all crew of the vessel have received a negative COVID-19 test prior to boarding.
- The Contractor must provide a valid copy of the vessel's COVID-19 safety and mitigation protocols.

3.4 Location of Work, Work site and Delivery Point

The study area includes the offshore waters of the St. Pierre Bank, Grand Banks of Newfoundland, and the Newfoundland and Labrador shelf, inclusive of Laurentian Channel on the St. Pierre Bank and across the Flemish Cap.

3.5 Language of Work

All work will be carried out in English Speaking Environments.

3.6 Travel and Living

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

4.0 Project Schedule

4.1 Expected Start and Completion Dates

Project work will take place between Contract Award and May 15, 2021 and will consist of up to 24 working days (including up to 21 – 22 working days at sea).

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

TIMEFRAME AND DELIVERY REQUIREMENTS

Mobilization of the vessel at the port of St. John's, Newfoundland, CANADA (Not before April 1, 2021*)

DFO equipment loading, installation of laboratories, and safety inspection(s) (1 − 2 days)

Conduct Atlantic Zone Monitoring Program (upon completion of mobilization to no later than May 15, 2021*)

- Monitoring Survey along predetermined sampling lines/stations (up to 21 22 days at sea)
 Demobilization: return to the port of St. John's, Newfoundland, CANADA (upon completion of survey with demobilization completed no later than May 15. 2021*)
 - Unloading of DFO equipment and survey samples (1 day)

5.0 Required Resources or Types of Roles to be Performed

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

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

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

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

Section B: Rated Requirements

- Bidder to provide details on their recent experience (up to 5 years) with conducting operation(s) that require extended period(s) of station keeping (i.e. >4 hours). Supporting documents could include for example: description of operation(s), list of missions and cruise reports/summaries.
- Bidder to provide details on their recent experience (up to 5 years) with conducting CTD-Rosette
 operations (i.e. Seabird 911plus and rosette) to depths of at least 2000 m. Supporting documents
 could include for example: list of missions, dates, approximate number of casts and depths, cruise
 reports/summaries).
- Bidder to provide details on their recent experience (up to 5 years) with conducting scientific
 mooring operations. Supporting documents could include for example: list of missions, dates,
 approximate number of deployments and recoveries, cruise reports/summaries).
- The vessel is equipped with a dedicated enclosed (minimum area 3.0 m X 3.0 m [10 ft X 10 ft]), lighted and heated wet work space, with drainage for unused seawater, in close proximity to deployment area for handling the rosette before deployment and for sampling bottles upon recovery. Work space must be accessible to crane, boom or A-frame and be equipped with shell doors large enough to transport oceanographic rosette in and out of safely during operations without dismantling or disconnecting rosette system from the LARS (rosette size 1.6 m H X 1.0 m W X 1.0 m D [5.3 ft H X 3.3 ft W X 3.3 ft D]).
- The vessel is equipped with an enclosed, lighted and heated area for the processing of zooplankton samples in close proximity to the LARS system for deployment of zooplankton nets.

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

- The vessel is equipped with a hull-mounted Teledyne RDI Ocean Surveyor acoustic Doppler current profiler (ADCP) and data acquisition system (i.e. OS75).
- The vessel is equipped with a Kongsberg Simrad high-precision scientific echo sounder (i.e. EK60/80).
- The vessel is equipped with a winch and grappling gear to drag for a mooring in the event that the recovery via acoustic release is unsuccessful (combined weight of mooring and anchor approximately 2000 3000 lbs.).

6.0 Applicable Documents and Glossary

6.1 Applicable Documents

6.2 Relevant Terms, Acronyms and Glossaries

Acronyms	Definition
ADCP	Acoustic Doppler Current Profiler
AZMP	Atlantic Zone Monitoring Program
CTD profiler	Conductivity-Temperature-Depth profiler
LARS	Launch and recovery system
NMEA	National Marine Electronics Association
SWP	Safe Work Procedures
Rosette	System for collecting seawater samples at discrete depths in the water column
WLL	Working Load Limit

ANNEX "B" BASIS OF PAYMENT

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

All vessel operating costs: the cost of food for Fisheries and Oceans Canada (DFO) personnel and the crew, vessel maintenance and repair costs, fuel and oil, satellite internet service at the minimum amount specified in the Statement of Work, vessel transit to/from the Port of St. John's, Newfoundland, Canada, and any vessel wharf fees for the duration of the mission are the responsibility of the Contractor.

Contract Period - Contract award to June 1, 2021

Total daily (all–inclusive) operating cost for the vessel for the provision of all professional services, including all associated costs necessary to carry out the required work:

Category	*Estimated Number of Days (A)	*Firm Daily Rate in Canadian dollars excluding taxes (B)	Total Estimated Cost in Canadian dollars excluding taxes (A x B)
All inclusive rate to provide the services outlined Annex A – Statement of Work	24	\$	\$

^{*}This is an estimation for evaluation purposes only, this does not represent a commitment on behalf of Canada

Solicitation No. - No de l'invitation : F5211-210037

ANNEX "C" - INSURANCE CONDITIONS

- 1. The Contractor must obtain protection and indemnity insurance that must include excess collision liability and pollution liability. The insurance must be placed with a member of the International Group of Protection and Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the Marine Liability Act, S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by Worker's Compensation as detailed in paragraph (2.) below.
- 2. The Contractor must obtain worker's compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the territory or province or state of nationality, domicile, employment, having jurisdiction over such employees. If the Contractor is subject to an additional contravention, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.
- 3. The protection and indemnity insurance policy must include the following:
 - a. Additional insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b. Waiver of subrogation rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Fisheries and Oceans and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
 - c. Notice of cancellation: The insurer will endeavour to provide the Contracting Authority with a 30 calendar days prior written notice of cancellation.
 - e. Cross liability and separation of insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - 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 codefend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

ANNEX "D" - ADDITIONAL VESSEL CHARTER CONTRACT CONDITIONS

1. The Contractor must keep and maintain the vessel, engines, gear and equipment in good and sufficient repair for the duration of the Contract and must pay for all necessary repairs, renewals and maintenance.

2. The Contractor must:

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

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

ANNEX "E" EVALUATION CRITERIA

MANDATORY REQUIREMENTS:

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

Criteria	MANDATORY CRITERIA	BIDDER RESPONSE
		(response should make reference to the relevant proof in bidder proposal and/or appended documentation).
	Vessel Certification and Documentation	
M1	The Bidder must provide an unconditional, valid copy of the vessel's Transport Canada certificate Minimum Safe Manning Document — Convention with a Trading Area of Unlimited Voyage, or international equivalent, for the duration of the contract. *Copy of the certificate must be included in the bid package.	
M2	The Bidder must provide a valid copy of the vessels gross tonnage certificate confirming that the vessel has a tonnage of >500GT and provide a copy of the vessel's Transport Canada tonnage certificate (or recognized organization) and Safety Management Certificate or international equivalent. *Copy of the certificate must be included in the bid package.	
М3	The Bidder must provide a copy of the vessel's ice class certification IACS Polar Class PC2, 3 or 4 (or equivalent). *Copy of the certificate must be included in the bid package.	
M4	The Bidder must provide a valid copy of the vessel's Transport Canada (or recognized organization) Safety Equipment Certificate or international equivalent. *Copy of the certificate must be included in the bid package.	
M5	The Bidder must provide documentation from an insurance broker, or an insurance company licensed to operate in Canada, stating that the Bidder, if awarded the contract as a result of the bid solicitation, can be insured in accordance with all conditions including Insurance Requirements.	
	*Documentation must be included in the bid package	
M 6	The Bidder must provide proof (copy) that the Captain(s) and officer(s) of the vessel possesses a valid certificate of competency that meets or exceeds the operation for size (gross tonnage) of the vessel and the area of Work (<i>Unlimited Voyage</i> or international equivalent).	
	*Copy of the certificates must be included in the bid package.	

Criteria	MANDATORY CRITERIA	BIDDER RESPONSE (response should make reference to the relevant proof in bidder proposal and/or appended documentation).
M7	The Bidder must provide proof (copies of certificates) that all crew members have valid Marine Emergency Duty (MED) A1 certificates or Standard for Training, Certification and Watchkeeping (STCW Basic Safety). *Copy of the certificate must be included in the bid package.	
M8	The Bidder must provide a copy of the vessel's Health and Safety Plan that is consistent with Transport Canada Safety Inspection Certificates or international equivalents.	
М9	*Copy of the plan must be included in the bid package. The Bidder must provide a valid copy of the vessel's COVID-19 safety and mitigation protocols.	
	*Copy of the protocols must be included in the bid package. Vessel Particulars	
M10	The Bidder must clearly demonstrate, by providing vessel specifications, endurance range certification, etc., that the Vessel is equipped for continuous operations for a period of up to 22 days (e.g., endurance range of Vessel, provisions, water making system, etc.).	
M11	The Bidder must clearly demonstrate, by providing vessel specifications, general arrangement document(s), accommodation plan, etc., that the Vessel can accommodate a minimum of 11 scientific personnel (individuals consisting of both genders) for the duration of the mission and comply with Canadian Maritime Occupational Health and Safety Regulations (SOR/2010-120). This includes: • provide sleeping accommodations (minimum of 11 berths and max of 2 person/cabin); • provide a minimum of 3 on-board meals per day; • provide drinking water, flushing toilets, sinks, showers and hot	
M12	water; The Bidder must clearly demonstrate, by providing vessel specifications, general arrangement document(s), technical equipment specifics, load test certification(s), pictures, etc., that the Vessel is equipped with an oceanographic water-sampling system that consists of: • a launch and recovery system (LARS) • slip-ring winch (minimum of 50 HP) with a minimum of 5000 m of conducting cable (2050 kg [4500 lbs] Working Load Limit (WLL)) • a crane and/or boom and/or A-frame – to launch and recover the oceanographic rosette; • a dedicated metering block with payout (in m) and speed (in m/min) display to accommodate cable size and minimum bend radius specification. Metering block	

Criteria	MANDATORY CRITERIA	BIDDER RESPONSE (response should make reference to the relevant proof in bidder proposal and/or appended documentation).
	must be rated in excess of rosette system weight (450 kg [1000 lbs]) plus weight of 4000 m of deployed cable; an enclosed workspace a dedicated enclosed (minimum area – 3.0 m X 3.0 m [10 ft X 10 ft]), lighted and heated wet work space, with drainage for unused seawater, in close proximity to deployment area for handling the rosette before deployment and for sampling bottles upon recovery. Work space must be accessible to crane, boom or A-frame and be equipped with shell doors large enough to transport oceanographic rosette in and out of safely during operations without dismantling or disconnecting rosette system from the LARS (rosette size 1.6 m H X 1.0 m W X 1.0 m D [5.3 ft H X 3.3 ft W X 3.3 ft D]). Typical subzero temperatures in the survey region are common, which can lead to issues with water sampling equipment if exposed	
	 OR; adequate space on deck to install a standard 3.0 m L X 2.4 m W X 2.4 m H [10.0 ft L X 8.0 ft W X 8.0 ft H] container laboratory, in close proximity to deployment area for handling the rosette before deployment and for sampling bottles upon recovery. Work space must be accessible to crane, boom or A-frame and be situated on deck to allow the rosette to pass through the container doors and the cable to pass through the top of the container without dismantling or disconnecting rosette system from the LARS. Must have access to 240V/60A power for subpanel supplying electricity to lights and heating system within container. Typical subzero temperatures in the survey region are common, which can lead to issues with water sampling equipment if exposed; 	
	 include a public address system and a means of communication (e.g., phone, UHF radio, etc.) in enclosed workspace; 	

Criteria	MANDATORY CRITERIA	BIDDER RESPONSE
Criteria	MANDATONT ONTENIA	(response should make
		reference to the relevant
		proof in bidder proposal
		and/or appended
		documentation).
	The Bidder must clearly demonstrate, by providing vessel	
	specifications, general arrangement document(s), technical	
	equipment specifics, load test certification(s), pictures, etc., that the	
	Vessel is equipped with a vertical zooplankton net sampling system	
	that consists of:	
	a launch and recovery system (LARS)	
	o hydrographic winch with a minimum of 2000 m of wire	
	rope or cable (800 lbs WLL)	
M13	o a crane and/or boom and/or A-Frame – to launch and	
	recover the zooplankton nets;	
	 dedicated metering block with payout (in m) and speed 	
	(in m/min) display to accommodate cable size and	
	minimum bend radius specification. Metering block must	
	be rated in excess of zooplankton net system weight (45	
	kg [100 lbs]) plus weight of 1200 m of deployed cable.	
	a source of seawater must be available nearby to wash down	
	nets.	
	The Bidder must clearly demonstrate, by providing vessel	
	specifications, general arrangement document(s), technical	
M14	equipment specifics, pictures, etc., that the vessel is equipped with a	
101.14	hull mounted echosounder capable of deep water sounding to a	
	depth of at least 6000m with a graphical display and serial NMEA	
	(National Marine Electronics Association) depth output.	
	The Bidder must clearly demonstrate, by providing vessel	
M15	specifications, general arrangement document(s), pictures, etc., that	
	the Vessel has a minimum unobstructed working deck space of 36.0	
	m2 [400.0 ft2] to accommodate mooring operations.	
	The Bidder must clearly demonstrate, by providing vessel specifications, general arrangement document(s), pictures, etc., that	
	the Vessel has a minimum storage deck space of 36.0 m2 [400.0 ft2]	
M16	for mooring equipment. The storage space needs to be accessible	
	from the working deck area where mooring operations will be	
	conducted.	
	conducted.	

Criteria	MANDATORY CRITERIA	BIDDER RESPONSE (response should make reference to the relevant proof in bidder proposal and/or appended documentation).
M17	The Bidder must clearly demonstrate, by providing vessel specifications, general arrangement document(s), technical equipment specifics, load test certification(s), pictures, etc., that the Vessel is equipped with an A-frame or aft-mounted crane and block system for mooring operations. DFO's minimum requirements are: DFO's minimum requirements for the A-frame or marine crane are: minimum clearance height of 6.0 m [20.0 ft]; minimum clearance width 3.0 m [10.0 ft]; capability to swing inboard 2.0 m [6.0 ft] and outboard 1.5 m [5.0 ft]; static minimum Working Load Limit (WLL) of 5 tons; dynamic minimum Working Load Limit (WLL) of 1 ton; DFO's minimum requirements for the block are: WLL of 5 tons sheave Ø 12 inches	
M18	The Bidder must clearly demonstrate, by providing vessel specifications, general arrangement document(s), technical equipment specifics, load test certification(s), pictures, etc., that the Vessel is equipped with a mooring winch that is positioned in-line for use with the A-frame or marine crane and block system. The minimum requirements for the mooring winch for DFO are: • minimum drum barrel of Ø15" [38 cm]; • capacity of 1000 m [3,300 ft] for Ø1/4" mooring wire, and; • minimum line pull of 900 kg [2000 lb].	
M19	The Bidder must clearly demonstrate, by providing vessel specifications, general arrangement document(s), technical equipment specifics, load test certification(s), pictures, etc., that the Vessel is equipped with a telescoping or knuckle boom marine crane, capable of being operated while at sea. DFO's minimum requirements are: • static minimum Working Load Limit (WLL) of 5 tons at minimum scope listed below; • dynamic (sea state 4) minimum Working Load Limit (WLL) of 1 tons at minimum scope listed below; • minimum lift height over the vessel rail of 6.0 m [20.0 ft]; • minimum outboard scope off the side of the vessel of 2.0 m [6.0 ft]; • crane whip cable that reaches the waterline;	

Criteria	MANDATORY CRITERIA	BIDDER RESPONSE (response should make reference to the relevant proof in bidder proposal and/or appended
		documentation).
M20	 The Bidder must clearly demonstrate, by providing vessel specifications, general arrangement document(s), technical equipment specifics, equipment certification(s), pictures, etc., that the Vessel can provide a combination of interior and/or heated containerized laboratory space on deck for sample processing with a total minimum area of 60 m2 [650 ft2], and have: minimum of two (2) 1.5 m X 0.5 m [5.0 ft X 1.6 ft] continuous areas of bench space to accommodate water sample extraction/processing with direct access to a sink; an additional 3.0 m2 [32.0 ft2] of bench space to accommodate sample preparation; minimum of one (1) sink in each lab or a minimum total of two (2) sinks in the combined lab areas. The sinks must have a freshwater supply and the ability to dispose of seawater; access to a clean source of running sea-water in at least one lab; a working, certified fume hood in at least one lab; a chemical storage area of 0.43 m3 [15.0 ft3] in at least one lab; stable power supplied to each lab; include a public address system and a means of communication (e.g., phone, UHF radio, etc.) in each lab; 	
M21	The Bidder must clearly demonstrate, by providing vessel specifications, general arrangement document(s), pictures, etc., that the Vessel has sufficient enclosed, lighted and heated dry space for storing DFO and partner equipment and sample boxes with a total minimum area of 80.0 m2 [860.0 ft2]. This storage space needs to be accessible at sea. The Bidder must state how much dry space is available on the Vessel.	
M22	The Bidder must clearly demonstrate, by providing vessel specifications, general arrangement document(s), technical equipment specifics, pictures, etc., that the Vessel has refrigerated storage space of 0.43 m3 [15.0 ft3] and dedicated science freezer storage space of 1.19 m3 [42.0 ft3] OR has sufficient dry space to accommodate 1 refrigerator (total of 0.43 m3 [15.0 ft3]) and 3 chest freezers (total of 1.19 m3 [42.0 ft3]) for storage of scientific samples. This refrigerated storage space needs to be accessible at sea, and cannot be used for other purposes such as provision storage. The Bidder must state how much refrigeration and freezer space is available on the Vessel.	

RATED CRITERIA

Criteria	RATED CRITERIA	Score	BIDDER RESPONSE (response should make reference to the relevant proof in bidder proposal and/or appended documentation).
R1	Bidder to provide details on their recent experience (up to 5 years) with conducting operation(s) that require extended period(s) of station keeping (i.e. >4 hours) (project descriptions including list of missions, dates, description of operation(s), approximate number of operations, cruise reports/summaries). • Experience in the last 1-2 years: 25 points • Experience in the last 3-5 years: 10 points • Two or more extended operations in both periods above: 35 points	/35	
R2	Bidder to provide details on their recent experience (up to 5 years) with conducting CTD-Rosette operations to depths of at least 2000 m (e.g., list of missions, dates, approximate number of casts, cruise reports/summaries). • Experience in the last 1-2 years: 25 points • Experience in the last 3-5 years: 10 points • Two or more extended operations in both periods above: 35 points	/35	
R3	Bidder to provide details on their recent experience (up to 5 years) with conducting scientific mooring operations (e.g., list of missions, dates, approximate number of deployments and recoveries, cruise reports/summaries). • Experience in the last 1-2 years: 25 points • Experience in the last 3-5 years: 10 points • Two or more extended operations in both periods above: 35 points	/35	
R4	Bidder to provide details on their recent experience (up to 5 years) with conducting scientific operations in the North Atlantic in the spring (list of missions, dates, cruise reports/summaries). (15 points)	/15	

Criteria	RATED CRITERIA	Score	BIDDER RESPONSE (response should make reference to the relevant proof in bidder proposal and/or appended documentation).
R5	The vessel is equipped with a dedicated enclosed (minimum area – 3.0 m X 3.0 m [10 ft X 10 ft]), lighted and heated wet work space, with drainage for unused seawater, in close proximity to deployment area for handling the rosette before deployment and for sampling bottles upon recovery. Work space must be accessible to crane, boom or A-frame and be equipped with shell doors large enough to transport oceanographic rosette in and out of safely during operations without dismantling or disconnecting rosette system from the LARS (rosette size 1.6 m H X 1.0 m W X 1.0 m D [5.3 ft H X 3.3 ft W X 3.3 ft D]). Bidder to provide vessel specifications, general arrangement document(s), technical equipment specifics, pictures, etc.	/35	
R6	The vessel is equipped with a dedicated enclosed, lighted and heated area for the processing of zooplankton samples in close proximity to the LARS system for deployment of zooplankton nets. Bidder to provide vessel specifications, general arrangement document(s), technical equipment specifics, pictures, etc. (15 points)	/15	
R7	The vessel is equipped with a hull-mounted Teledyne RDI Ocean Surveyor acoustic Doppler current profiler (ADCP) and data acquisition system (i.e. OS75). Bidder to provide vessel specifications, technical equipment specifics, serial number, pictures, etc. (5 points)	/5	
R8	The vessel is equipped with a Kongsberg Simrad high-precision scientific echo sounder (i.e. EK60/80). Bidder to provide vessel specifications, technical equipment specifics, serial number, pictures, etc. (5 points)	/5	

Criteria	RATED CRITERIA	Score	BIDDER RESPONSE (response should make reference to the relevant proof in bidder proposal and/or appended documentation).
R9	The vessel is equipped with a winch and grappling gear to drag for a mooring in the event that the recovery is unsuccessful. Combined weight of mooring and anchor approximately 2000 – 3000 lbs.	/5	
	Bidder to provide vessel specifications, technical equipment specifics, pictures, etc.	/5	
	(5 points)		
	Total Score	/18	5