



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

Bid Receiving/Réception des soumissions

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

Email / Courriel : DFOtenders-soumissionsMPO@dfo-mpo.gc.ca

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Proposal to: Fisheries and Oceans Canada

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

Proposition à : 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).

Title / Titre Vessel Charter - Capelin spring acoustic survey		Date May 21, 2021
Solicitation No. / N° de l'invitation 30000300A		
Client Reference No. / No. de référence du client(e) 30000300A		
Solicitation Closes / L'invitation prend fin At / à : 14 :00 ADT (Atlantic Daylight Time) / HAA (Heure Avancée de l'Atlantique) On / le : May 26, 2021		
F.O.B. / F.A.B. Destination	Taxes See herein — Voir ci-inclus	Duty / Droits See herein — Voir ci-inclus
Destination of Goods and Services / Destinations des biens et services See herein — Voir ci-inclus		
Instructions See herein — Voir ci-inclus		
Address Inquiries to : / Adresser toute demande de renseignements à : Denise Chessie – Contracting Specialist Email / Courriel: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca		
Delivery Required / Livraison exigée See herein — Voir en ceci	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

This bid solicitation cancels and supersedes previous bid solicitation number 30000300 dated May 7th , 2021 with a closing of May 17th, 2021 at 14:00 ADT (Atlantic Daylight Time). A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

Please note that this modification has been applied to allow bidders the opportunity to propose one and/or two small vessels. The estimated number of days to complete the work is up to 12 days, as per Section 4.2 of Annex A. Up to two (2) contracts will be issued as a result of this RFP.

1.1 Security Requirements

There is no security requirement associated with this bid solicitation

1.2 Statement of Work

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

1.3 Debriefings

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

1.4 Trade Agreements

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



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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.

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

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

The [2003 \(2020-05-28\)](#) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

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

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

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 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 [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" 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 the Bidder submit **all** its **email** bid in separately saved sections as follows and **prior to the bid closing date, time and location**:

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

The maximum size per email (including attachments) is limited to 10MB. If the limit is exceeded, your email might not be received by DFO. It is suggested that you compress the email size 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 in Annex "B"

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

Refer to Annex "E" for details

4.1.1.2 Point Rated Criteria

Refer to Annex "E" for details

4.1.2 Financial Evaluation

SACC Manual Clause [A0220T \(2014-06-26\)](#), Evaluation of Price

4.2 Basis of Selection

4.2.1 Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. the rating is performed on a scale of **75 points**
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% 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 divided by the maximum number of points available multiplied by the ratio of 60%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.



The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equal 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)				
	Bidder 1	Bidder 2	Bidder 3	
Overall Technical Score	115/135	89/135	92/135	
Bid Evaluated Price	\$55,000.00	\$50,000.00	\$45,000.00	
Calculations	Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating	83.84	75.56	80.89	
Overall Rating	1st	3rd	2nd	



PART 5 - CERTIFICATIONS

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

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

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

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions – Declaration of Convicted Offences

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

5.1.2 Contractor's Representative

The Contractor's Representative for the Contract is:

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

5.1.3 Supplementary Contractor Information

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

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

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

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



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

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

5.1.4 Electronic Payment of Invoices – Contract

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

- () 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 [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation](#)



Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

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

Yes () No ()

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

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

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

Work Force Adjustment Directive

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

Yes () No ()

If so, the Bidder must provide the following information:

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

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

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 [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.

5.2.2 Status and Availability of Resources

SACC Manual clause [A3005T](#) (2010-08-16) Status and Availability of Resources

5.2.3 Education and Experience

SACC Manual clause [A3010T](#) (2010-08-16) Education and Experience

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

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

Signature

Print Name of Signatory



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

Requirements

Section 17 of the [Ineligibility and Suspension Policy](#) (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

There is no security requirement applicable to the Contract.

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

6.3.1 General Conditions

[2010B \(2020-05-28\)](#), 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 16, 2021 inclusive.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Denise Chessie
 Title: Contracting Specialist
 Department: Fisheries and Oceans Canada
 Directorate: Materiel and Procurement Services
 Address: 301 Bishop Drive, Fredericton NB, E3C 2M6
 Telephone: (506) 238-1308
 E-mail address: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca

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

6.5.2 Project Authority (to be inserted at Contract award)

The Project Authority for the Contract is:

Name: _____
 Title: _____



Organization: _____
 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 issued by the Contracting Authority.

6.5.3 Contractor's Representative *(to be inserted at Contract award)*

The Contractor's Representative for the Contract is:

Name: _____
 Title: _____
 Organization: _____
 Address: _____
 Telephone: _____
 E-mail address: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Payment

6.7.1 Basis of Payment

- 6.7.1.1 The Contractor will be paid for the Work performed, in accordance with the Basis of payment at annex B, to a limitation of expenditure of \$ _____ (*insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.
- 6.7.1.2 All prices and amounts of money in the Contract are exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable, unless otherwise indicated. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims for goods supplied or work performed and will be paid by Her Majesty. The Contractor agrees to remit to Canada Revenue Agency any GST or HST paid or due.
- 6.7.1.3 Any payment by Her Majesty under this contract is subject to there being an appropriation for the fiscal year in which the payment is to be made.

6.7.2 Limitation of Expenditure

- 1. 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
 - c. 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 Methods of Payment

6.7.3.1 Single Payment

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

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

6.7.4 Electronic Payment of Invoices – Contract

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

- () 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.

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

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

6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (*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) the general conditions [2010B](#) (2020-05-28), General Conditions – Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Conditions;
- (f) Annex D, Additional Vessel Charter Contract Conditions
- (g) the Contractor's bid dated _____ *insert date at contract award*

6.12 Insurance - Specific Requirements

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



6.13 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](#)".

6.14 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

6.15 Licensing

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



ANNEX "A" STATEMENT OF WORK

Scope

1.1 Title

Two Vessels and Crew to Support Fisheries and Oceans Canada –2021 Capelin spring acoustic survey

1.2 Introduction

Fisheries and Oceans Canada is seeking availability of a suitable non-Canadian Coast Guard (CCG) Research or Fishing Vessel to conduct its spring 2021 Capelin acoustic survey. These vessels are required to collect acoustic data and biological samples using a fishing trawl. The Capelin spring acoustic survey is a time sensitive survey and needs to be conducted during this period to coincide with Capelin migration prior to summer spawning.

1.3 Objectives of the Requirement

DFO conducts an annual Capelin spring acoustic survey in Trinity Bay and NAFO division 3L to collect data that are necessary to: (1) monitor biological information (e.g. Capelin size, condition, age); (2) derive a relative index of Capelin abundance and biomass; (3) update the Capelin Forecast Model used to provide Science Advice at annual Capelin stock assessments.

1.4 Background, Assumptions and Specific Scope of the Requirement

1.4.1 Background

The annual Capelin spring acoustic survey has been conducted almost every year since the early 1980s during the month of May, focusing on NAFO Division 3L which is a particularly important area for younger Capelin. During the surveys, acoustic backscatter is attributed to species using echogram characteristics and biological data from concurrent sampling completed using fishing trawls. The data collected is used to update indices of abundance and biomass, distribution, and biological information (e.g. mean length). This survey is a major component of the annual Capelin stock assessment and essential to providing Science Advice.

1.4.2 Scope

The Science Branch, Fisheries and Oceans Canada, Newfoundland Region, St. John's, Newfoundland, CANADA, requires the complete services of a suitable Fishing or Research Vessel (vessel and crew) to deliver its 2021 Capelin spring acoustic survey, operating within Trinity Bay and offshore Newfoundland.

The area of operation for this program is NAFO Division 3L, and Trinity Bay (if time allows). Parallel survey lines are run from the 100m coastal depth contour to the 500m depth contour along the shelf break. This annual survey is typically carried out using Canadian Coast Guard (CCG) Fisheries Research Vessels. However, no CCG Fisheries Research Vessels are available for spring 2021. Each contracted vessel will be assigned a portion of the area to be surveyed at the discretion of the Scientific Authority.

The spring 2021 survey will consist of conducting equidistant east-west parallel transects, spaced 10-30 nmi apart, across pre-defined strata which includes the entirety of Div. 3L. Transects will span from the 100m inshore depth contour to the 500m contour along the shelf break. Transects will also be completed within Trinity Bay if time allows. Each transect will be surveyed using a vessel-fitted multi-frequency scientific echosounder that digitally records high resolution acoustic data as the vessel travels along transect lines at a nominal speed of 8-10 knots.



Targeted trawl fishing sets will be conducted along each transect to capture samples of observed echosounder acoustic signals. The fishing sets will occur at an average of 2 per day using a Contractor supplied shrimp trawl. The trawl will either be fished along the seabed or towed in mid-water, depending on the depth of the observed acoustic signals. Each fishing set will be less than or equal to one hour in duration, not including trawl deployment and retrieval times. The standardized DFO, NL Region, Campelen trawl fishing protocol will be used, which requires the deployed trawl warp length to be approximately 3 times the seabed depth.

Each trawl catch will be sorted to species. Weights and count data will be collected for all species. Detailed biological sampling (including stomach contents) will be conducted on pelagic species and selected groundfish species (e.g. Atlantic cod and Greenland halibut). Ideal trawl catch sample size is 100 kg to 500 kg, although occasional catches of up to 3000 kg may occur. Catches will be placed in a receiving pen on deck and sorted to species. Some samples may be frozen for later processing.

The survey period will be comprised of 12 days in total including 1 day in St. John's or nearby mutually agreed upon location, at the beginning of the vessel charter for loading, set-up and testing of DFO supplied equipment; and 1 day at the end of the charter for disembarkation of DFO staff, collected data, biological samples, and DFO supplied equipment. This will be followed by 10 days of acoustic surveying work in offshore area or Trinity Bay.

2.0 Requirements

2.1 Tasks, Activities, Deliverables and Milestones

The Statement of Work outlines all requirements that the Fishing or Research Vessel will include to be considered capable of completing the spring 2021 Capelin spring acoustic survey.

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

Vessel Certification(s) (Compliance with all certification requirement(s) are subject to verification by Canada during the bid evaluation period (certificate must be valid at time of bid closing) and after contract award (certificate must be valid for the duration of the contract).

- The Bidder must have an unconditional, valid Transport Canada certificate Minimum Safe Manning Document – Convention with a Trading Area of Unlimited Voyage, or international equivalent.
- The vessel is to be capable of conducting fishing activities 12 hours per day and acoustic surveying 24 hours per day.
- The vessel will have the ability to maintain a cruising speed of 7 knots under reasonable weather conditions (wind below 25knts and/or wave height 3m or less).
- The vessel must have a Transport Canada (or recognized organization) Safety Equipment Certificate or international equivalent.
- The Bidder must be able to be insured in accordance with all conditions including Insurance Requirements.
- The Captain(s), officer(s) and all crew of the vessel must receive a negative COVID-19 test prior to boarding.
- The vessel must have COVID-19 safety and mitigation protocols.



Vessel Particulars:

- The vessel must have a minimum length of 18 meters.
- The vessel must be equipped for continuous operations for a period of up to 10 days (e.g., endurance range of vessel, provisions, water making system, etc.).
- The vessel must be ballasted to maintain sea-kindliness during the charter period. Recommend commercial fishing vessels carry ballast equivalent to approximately 50 % of their cargo carrying capacity. Fuel oil required to fulfil up to 10 day at-sea endurance requirement cannot be considered as ballast.
- The vessel must have sufficient propulsion power (>2500 kW) to tow the vessel's shrimp trawl at in water depths up to 400 m. The vessel should have been actively used within the past 12 months for commercial trawling or fisheries research.
- The vessel's captain must have at least 5 years' experience commanding a commercial offshore fishing trawler and/or an offshore research vessel.
- Captain, officers and crew must be able to speak the English language and must be available on a 24 hour basis to ensure successful communication with scientific personnel.
- The vessel must be able to accommodate a minimum of 3 scientific personnel (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 3 berths);
 - provide a minimum of 3 on-board meals per 12 hour shift (00:00-12:00 and 12:00-24:00) including a minimum of two hot meals and snacks. Meal and options should be offered to accommodate special dietary requirements if needed
 - provide drinking water, flushing toilets, sinks, showers and hot water;
- The vessel must have lifesaving equipment, including immersion suits, for both the crew and 3 scientific personnel.
- The contractor must ensure DFO staff have a smoke-free work, accommodation and dining environment

Fishing Equipment and Capabilities

- The vessel must be completely rigged for shrimp trawling. IF possible the contractor should use an with a Campelen 1800 shrimp trawl with 4.3 m² Morgère polyvalent trawl doors. This trawl doors, bridles and set of spare parts will be supplied by DFO. This is the recommended trawl for the survey.
- Should the contracted vessel be unable/unwilling to fish the Campelen trawl it must supply its own shrimp trawl including doors, bridles and spare parts. If using a commercial shrimp trawl it must be modified so the section containing the Nordmore grate is removed and the cod-end is lined with a 12.5 mm liner (liner material to be supplied by DFO).
- If vessel is providing own trawl it must be in good condition and ready for deployment at the start of the contract period..
- This trawl must be able to fish the fitted trawl on the seafloor and midwater, targeting acoustic signals.
- Must be able to trawl to depth of 400 m
- The contractor will be responsible for all trawl maintenance and repairs. Repairs may be required to be performed at sea if necessary.
- All fishing equipment, lifting equipment, cables, warps, etc. must be in good condition with certificates valid for the duration of the charter period.
- The Contractor is responsible for the cost of maintenance, repairs and replacement of all fishing equipment, lifting equipment, cables, warps, etc. during the charter period, other than the Campelen 1800 trawl, its trawl doors and bridles. Charter vessel should be equipped with a fishing trawl monitoring system capable of displaying the depth of the trawl's head-rope, head-rope to footrope opening, distance between footrope and seabed, trawl door spread and trawl wing spread. A wireless (i.e. acoustic) system (e.g. Scanmar) is preferred.



Scientific Instrumentation and workspace

- EK60 or EK80 scientific echosounder system be supplied by DFO. All costs associated with the installation and removal of the EK system, will be the responsibility of the bidder. Testing and calibration of the system will be the responsibility of DFO staff.
- The supplied echosounder system will include the following components. These components will be supplied to the bidder 2 days in advance of the established survey start date and must be returned within 7 days of the end of the survey. The bidder will be responsible for fitting these items in such a way as to comprise a safe, functional echosounder system with minimal (backscatter volume less than -80 dB) electrical interference:
 - a) A laptop computer which will serve as the EK processing unit. .
 - b) Two General Purpose Transcievers (GPTs)
 - c) Network Router
 - d) Marine grade uninterruptible power supply
 - e) One 38 kHz transducer and one 120 kHz transducer, each fitted with 20 m of cable.
 - f) A towed body for transducers if hull mounting not possible. f) Block and motion dampening springs for towed body deployment (if required).
- Echosounder component installation requirements are as follows:
 - A work space adequate to mount the EK processing laptop and one other laptop must be provided in the wheelhouse.
 - Electrical support to this space must be adequate to supply a marine grade Uninterruptable Power Supply system, supplied by DFO, in order to provide 1.0 kVA of 120 VAC power to supplied computers.
 - A reliable DGPS NMEA navigational data feed must be provided to this workspace.. Navigation information must be in NMEA 0183 format. The minimum required NMEA telegrams are ZDA, GGA, GLL, RMC, VGT and HDT.
 - Transceiver and network router units must be located in a clean, dry environment and must be powered by a 120 VAC marine grade Uninterruptable Power Supply system that provides sufficient power for all units
 - Transceiver mounting location must be within 20 m of the transducer when deployed (either on the hull or over the side). If the transceiver mounting location is not located in the acoustic workspace then the vessel must be fitted with CAT 5 Ethernet cabling sufficient to connect the network router to the EK60 processor in the Acoustic work space.

Two mechanisms for mounting the 38 and 120 kHz transducers will be considered acceptable. These are: bracketed to the underside of the vessel stabilizer fin (preferred), or in a towed body system deployed over the vessel's side.

Towed body deployment specifications:

- A towed body fitted with appropriate transducer, armored tow cable, tow block and motion dampening springs will be supplied. Towed body dimensions are approximately 1.2 m wide x 1.4 long x 0.5 m deep, with a weight of 200 kg.
- Contractor must provide a launch and recovery system for this towed body including a lifting mechanism (crane) supplied by the contractor. The whip line or winch cable for this mechanism must be able to be attached to the towed body and will be submersed at a depth of 4 m for the duration of the survey.
- This equipment is to be used together with a sheave (supplied by DFO) and motion dampening system to tow at speeds of 7 kts, and safely maneuver the towed body between the deck and the water alongside while the vessel is



stopped. All installation expenses associated with mounting of this winch shall be the responsibility of the contractor.

- During the deployment and retrieval process free swing of the towed body must be limited in order to avoid contact with the vessel hull. Contractor must provide personnel to perform deployment and retrieval of the towed body operations.
- Once deployed in the water the towed body must be maintained at a minimum distance of 2-3 m off the ship's side while being towed at a speed of 7 kts.. This may be accomplished using a tethered crane or retractable arm (e.g. stabilizer arm) mounted to the vessel.

Stabilizer fin mounted transducer deployment specifications:

- A stainless steel base plate fitted for the two transducers will be supplied by DFO. Contractor must add a sides to this plate to create a housing which can be affixed to the underside of the stabilizer wing. This housing should be mounted to the bottom of the stabilizer fin of their vessel in such a way as it can be easily removed at the end of the survey and base plate (with or without sides) returned to DFO. When mounted the housing should be oriented so that the transducer faces are parallel to the bottom and water flows smoothly over all surfaces. Base plate drawings will be supplied to bidder upon request. Contractor will be responsible for all costs associated with fitting and removing this structure to their vessel.

Operation of Charter Vessel's Echosounders and Sonars

- The charter vessel's echosounders and sonars that are not required for safe navigation of the vessel must be powered down (i.e. turned off) while all aspects of the survey work are being conducted. This is necessary to ensure these acoustic systems do not transmit; thereby producing interference and bias in the data collected by the EK scientific echosounder. Bridge staff will be able to view the echogram from the EK scientific echosounder. If necessary a remote 19" display/monitor that will be installed at the Bridge.

Storage of Science Equipment and Samples

- The vessel must be equipped with a minimum of 2 m³ of freezer capacity with a sustained temperature of -20 degrees Celsius. Alternatively the Contractor could install portable deep freezers with equivalent capacity onboard the charter vessel. If this is done, an audible alarm system must be installed to detect a power failure to the freezers.
- The vessel must have sufficient dry space for storing DFO equipment and sample boxes (minimum 2 m³) in addition to area for storage of a spare trawl and trawl spare parts.

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 Authorities

Project Authority Name to be provided upon contract award.

3.2 DFO Support



In support of the successful completion of the 2021 Capelin spring acoustic survey, DFO will provide the following personnel, equipment, and mission planning information:

- up to 3 scientific personnel for the survey;
- Campelen Trawl and spares, trawl doors and bridles, EK60 or EK80 echo sounder system including transducers and fin-mount plate or towed body as required for the program;
- DFO staff will be responsible for the operation of scientific equipment, collection and management of data, survey planning and transect arrangement, identification of locations for fishing sites, sorting and sampling of trawl catches, and collection of oceanographic data.
- Prior to the commencement of the Contract, the Chief Scientist(s) shall submit a written tentative Mission Plan that shall include:
 - date, time, and point of departure;
 - estimated time at sea;
 - estimated date, time, and point of arrival;
 - anticipated cruise track, 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 no more than 3 days prior to boarding. These results will be shared with the Contractor.

3.3 Contractor's Obligations

- Crew will be expected to accommodate two 12-hour science personnel which may include conducting fishing sets. DFO staff are not responsible for operation of ship's equipment.
- Sufficient crew must be available to conduct fishing activities for a minimum of 18 hours during any given 24 hour period.
- The Charter Vessel must maintain the condition and quality of the vessel's fishing equipment, warps and cables, plus all components of the Campelen 1800 trawl and its trawl doors. as per detailed information provided in the Campelen Survey Manual.
- In the event of damage to the net the contractor is responsible for having it shall be restored to its original dimensions as per detailed information provided in the Campelen Survey Manual,
- 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 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.
- 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.).
- 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 10 days.



3.4 Location of Work, Work site and Delivery Point

The study area includes the offshore waters NAFO Division 3L and Trinity Bay, Newfoundland if time allows.

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 June 16, 2021.

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

- DFO equipment loading, installation of laboratories, installation of transducers, testing of towed body performance (if applicable) and safety inspection(s) (1 day)
- Conduct acoustic system calibration and conduct Capelin acoustic survey upon completion of mobilization (up to 10 days).
- Demobilization: return to the port of St. John's, Newfoundland, CANADA (upon completion of survey with demobilization completed no later than June 16, 2021*)
- Unloading of DFO equipment and survey samples (up to 1 day)

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

5.0 Required Resources or Types of Roles to be Performed

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

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

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

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



6.0 Applicable Documents and Glossary

6.1 Relevant Terms, Acronyms and Glossaries

Acronyms	Definition
GPT	General Purpose Transceiver
CTD	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



**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.

Fuel and Water:

- The daily rate for the charter vessel must include all costs for fuel and lubricants, plus fresh/potable water.

Port Calls and Docking/Wharf Fees:

- Contractor is responsible for all costs associated with all port calls.

Contract Period – Contract award to June 16, 2021

Estimated Number of Days as per ANNEX “A” – Section 4.2 – Schedule and Estimated Level of Effort

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

Vessel #1

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	12	\$ _____	\$ _____

Vessel #2

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	12	\$ _____	\$ _____



OR

Vessel #1

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



ANNEX "C" INSURANCE CONDITIONS

Upon contract award the successful bidder will be required to supply insurance as per the attached insurance conditions. Additionally, the following conditions must be met:

1. The Contractor must obtain protection and indemnity insurance that must include excess collision liability and pollution liability. The insurance must be placed with a member of the International Group of Protection and Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the [Marine Liability Act](#), S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by Worker's Compensation as detailed in paragraph (2.) below.
2. The Contractor must obtain worker's compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the territory or province or state of nationality, domicile, employment, having jurisdiction over such employees. If the Contractor is subject to an additional contravention, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.
3. The protection and indemnity insurance policy must include the following:
 - a. Additional insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b. Waiver of subrogation rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Fisheries and Oceans and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
 - c. Notice of cancellation: The insurer will endeavour to provide the Contracting Authority with a 30 calendar days prior written notice of cancellation.
 - e. Cross liability and separation of insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Litigation rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), R.S.C. 1985, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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



For other provinces and territories, send to:

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

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



ANNEX "D"
ADDITIONAL VESSEL CHARTER CONTRACT CONDITIONS

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



10. If a provision or term or condition of this Agreement or any Contract is wholly or partially invalid, this Agreement or Contract shall be interpreted as if the invalid provision, term or condition had not been a part of this Agreement or Contract.
11. The Contractor shall permit Her Majesty all access and egress that is request by Her Majesty to accomplish all inspections deemed necessary by Her Majesty to administer the terms and conditions of this Agreement or Contract.
12. The vessel shall not participate in a commercial fishery while under the terms and conditions of this Agreement or Contract.
13. 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

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 (Evaluation Criteria).

Compliance with this certification requirement is subject to verification by Canada during the bid evaluation period (certificate must be valid at time of bid closing) and after contract award (certificate must be valid for the duration of the contract).

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.

MANDATORY CRITERIA	Criteria #	BIDDER RESPONSE (response should make reference to the relevant proof in bidder proposal and/or appended documentation).
Vessel Certification and Documentation		
<p>The Bidder must provide an unconditional, valid copy of the vessel's Transport Canada certificate <u>Minimum Safe Manning Document – Convention</u> with a Trading Area of <i>Unlimited Voyage</i>, or international equivalent, for the duration of the contract.</p> <p><i>*Copy of the certificate must be included in the bid package.</i></p>	M1	
<p>The Bidder must provide a valid copy of the vessel's Transport Canada (or recognized organization) Safety Equipment Certificate or international equivalent.</p> <p><i>*Copy of the certificate must be included in the bid package.</i></p>	M2	
<p>The Bidder must provide documentation from an insurance broker, or an insurance company licensed to operate in Canada, stating that the Bidder, if awarded the contract as a result of the bid solicitation, can be insured in accordance with all conditions including Insurance Requirements.</p> <p><i>*Documentation must be included in the bid package</i></p>	M3	



MANDATORY CRITERIA	Criteria #	BIDDER RESPONSE (response should make reference to the relevant proof in bidder proposal and/or appended documentation).
<p>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.</p> <p><i>*Copy of the plan must be included in the bid package.</i></p>	M4	
<p>The Bidder must provide a valid copy of the vessel's COVID-19 safety and mitigation protocols.</p> <p><i>*Copy of the protocols must be included in the bid package.</i></p>	M5	
Vessel Particulars		
<p>The Bidder must clearly demonstrate, by providing vessel specifications that the vessel has a minimum length of 18 m.</p>	M6	
<p>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 10 days (e.g., endurance range of Vessel, provisions, water making system, etc.).</p>	M7	
<p>The Bidder must clearly demonstrate, by providing vessel specifications, pictures or general arrangement document(s), accommodation plan, etc., that the Vessel can accommodate a minimum of 3 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:</p> <ul style="list-style-type: none"> • provide sleeping accommodations (minimum of 3 berths and max of • provide a minimum of 3 on-board meals per day; • provide drinking water, flushing toilets, sinks, showers and hot water; 	M8	



RATED CRITERIA

Workspace for over-the-side operations with CTD probe and zooplankton nets			
Criteria	RATED CRITERIA	Score	BIDDER RESPONSE (response should make reference to the relevant proof in bidder proposal and/or appended documentation).
R1	<p>Bidder should provide details on their recent experience (up to 5 years) with conducting scientific operation(s)</p> <ul style="list-style-type: none"> • Experience in the last 1-2 years: 25 points • Experience in the last 3-5 years: 10 points • Two or more extended operations in both periods above: 35 points 	/35	
R2	<p>The Bidder must clearly demonstrate, by providing annotated general arrangement document(s), or pictures the presence of stabilizing fins on which acoustic transducers can be mounted</p> <p>Full system available (25 points) No system available (0 points)</p>	/25	
R3	<p>The Bidder must clearly demonstrate, by providing annotated general arrangement document(s) routing for Cable Requirements including:</p> <ul style="list-style-type: none"> • Path from transducers to acoustic transceivers • Path from acoustic transceivers to acoustic laptop <p>Capacity demonstrated (15 points) No capacity demonstrated (0 points)</p>	/15	
Total Score		/75	



ANNEX "F"
FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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

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

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

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

- A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity](#) (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

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