



Fisheries and Oceans
Canada

Pêches et Océans
Canada

**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](mailto: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 St. Pierre Bank (3Ps) Summer Sea cucumber ROV Survey		Date July 22, 2021
Solicitation No. / N° de l'invitation 30000598		
Client Reference No. / No. de référence du client(e) 30000598		
Solicitation Closes / L'invitation prend fin At / à : 2 :00 PM ADT (Atlantic Daylight Time) / HAA (Heure Avancée de l'Atlantique) On / le : August 6, 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 : Michael Peters – 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	



TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION 3

1.1 SECURITY REQUIREMENTS 3

1.2 STATEMENT OF WORK..... 3

1.3 DEBRIEFINGS..... 3

1.4 TRADE AGREEMENTS 3

PART 2 - BIDDER INSTRUCTIONS 4

2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS 4

2.2 SUBMISSION OF BIDS 4

2.3 ENQUIRIES - BID SOLICITATION 4

2.4 APPLICABLE LAWS 4

2.5 BID CHALLENGE AND RECOURSE MECHANISMS 5

PART 3 - BID PREPARATION INSTRUCTIONS..... 6

3.1 BID PREPARATION INSTRUCTIONS..... 6

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION 7

4.1 EVALUATION PROCEDURES 7

4.2 BASIS OF SELECTION – MANDATORY TECHNICAL CRITERIA 7

PART 5 - CERTIFICATIONS..... 8

5.1 CERTIFICATIONS REQUIRED WITH THE BID..... 8

5.2 FORMER PUBLIC SERVANT 9

5.3 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD..... 12

PART 6 - RESULTING CONTRACT CLAUSES 14

6.1 SECURITY REQUIREMENTS 14

6.2 STATEMENT OF WORK..... 14

6.3 STANDARD CLAUSES AND CONDITIONS 14

6.4 TERM OF CONTRACT 15

6.5 AUTHORITIES 15

6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS..... 16

6.7 PAYMENT 16

6.8 INVOICING INSTRUCTIONS..... 17

6.9 CERTIFICATIONS AND ADDITIONAL INFORMATION 18

6.10 APPLICABLE LAWS 18

6.11 PRIORITY OF DOCUMENTS 18

6.12 INSURANCE - SPECIFIC REQUIREMENTS G1001C (2013-11-06) 18

6.13 VESSEL CONDITION..... 19

6.14 SACC MANUAL CLAUSE 19

6.15 DISPUTE RESOLUTION..... 19

ANNEX "A" STATEMENT OF WORK..... 20

ANNEX "B" BASIS OF PAYMENT 29

ANNEX "C" INSURANCE CONDITIONS 31

ANNEX "D" EVALUATION CRITERIA..... 33



PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this bid solicitation

1.2 Statement of Work

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

1.3 Debriefings

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

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 120 days

2.2 Submission of Bids

Bids must be submitted 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)

Important Note:

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 "D".

4.1.2 Financial Evaluation

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

4.2 Basis of Selection – Mandatory Technical Criteria

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



PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and 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 with 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 Status and Availability of Resources

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

5.1.3 Education and Experience

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

5.1.4 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.

5.1.5 Contractor's Representative

The Contractor's Representative for the Contract is:

Name: _____

Title: _____

Address: _____

Telephone: _____

E-mail: _____

5.1.6 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:

Signature

Print Name of Signatory

5.2 Former Public Servant

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

Definitions



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

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

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

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

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

Yes () No ()

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

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

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

Work Force Adjustment Directive

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



Yes () No ()

If so, the Bidder must provide the following information:

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

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

Signature

Print Name of Signatory

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



5.3 Certifications Precedent to Contract Award

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

5.3.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy \(http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.3.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](#)" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employmentequity/federal-contractor-program.html#) website (https://www.canada.ca/en/employment-social-development/programs/employmentequity/federal-contractor-program.html#).

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



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

6.3 Standard Clauses and Conditions

As this contract 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 contract, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

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

6.3.1.1 2010B (2020-05-28), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

6.3.2.1 Subsection 10 of 2010B (2020-05-28), General Conditions - Professional Services (Medium Complexity) – Invoice submission, is amended as follows:

Delete: 2010B 10 (2020-05-28), Invoice submission

Insert: **Invoice submission**

1. Invoices must be submitted in the Contractor's name to DFO.invoicing-facturation.MPO@canada.ca. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
 - a. Contractor's Name and remittance physical address;
 - b. Contractor's CRA Business Number or Procurement Business Number (PBN);
 - c. Invoice Date;
 - d. Invoice Number;
 - e. Invoice Amount (broken down into item and tax amounts);
 - f. Invoice Currency (if not in Canadian dollars);
 - g. DFO Reference Number (PO Number or other valid reference number);
 - h. DFO Contact Name (to be inserted at contract award);
 - i. Description of the goods or services supplied (provide details of expenditures (such as item, quantity, unit of issue, fixed time labour rates and level of effort, subcontracts, as applicable) in



-
- accordance with the Basis of Payment, exclusive of Applicable Taxes;
 - j. Deduction for holdback, if applicable;
 - k. The extension of the totals, if applicable; and
 - l. If applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with 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 July 31, 2022.

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 15 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: 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: 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: _____
Facsimile: _____
E-mail address: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Payment

6.7.1 Basis of Payment

6.7.1.1 In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as indicated in Annex "B" of \$ _____ *(to be inserted 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 Authorized Travel and Living Expense

Canada will not pay any travel or living expenses associated with performing the Work.

6.7.3 Methods of Payment

6.7.3.1 Single Payment

Canada will pay the Contractor upon completion and delivery of the Work 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):

- i. Acquisition Card;
- ii. 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: *(to be inserted at contract award)*

6.8.1.2 Refer to section 6.3.2.1



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 SACC Manual Clauses

SACC *Manual* clause [A3015C](#) (2014-06-26), Certification - 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 **Newfoundland**.

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) the Contractor's bid dated _____ *(to be inserted at contract award)*

6.12 Insurance - Specific Requirements [G1001C](#) (2013-11-06)

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

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

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



6.13 Vessel Condition

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

6.14 SACC Manual Clause

SACC Manual clause [A7017C](#) (2008-05-12) Replacement of Specific Individuals
SACC Manual clause [A8501C](#) (2014-06-26) Vessel Charter - Contract

6.15 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](#)".



ANNEX "A" STATEMENT OF WORK

TITLE:

St. Pierre Bank (3Ps) Summer Sea cucumber ROV Survey

PROJECT WORK

Surveys will take place in mid-August. Exact dates to be provided if and when option years are exercised. In 2021, August 11th – 20th is the preferred period for the survey to occur.

BACKGROUND

Fisheries and Oceans Canada (DFO) will be chartering a fishing vessel to conduct a sea cucumber ROV survey which will include deploying a small ROV (supplied by DFO) to collect video data in the two sea cucumber fishing areas on the St. Pierre Bank during August 2021.

DFO intends to complete annual sea cucumber ROV surveys in August for the next several years. Currently, there is a DFO sea cucumber drag survey in 3Ps conducted every four to five years. As such, there are data gaps due to the lack of an annual survey. This survey will start a new time series for collecting abundance and biomass data on sea cucumber using a non-invasive method via video data. The ROV will be deployed along pre-determined transects on the seafloor to record video footage. The ROV will also collect environmental data such as water temperature, salinity, oxygen concentration etc. via sensors. Continued ROV surveys will aid in the development of quantitative stock assessment models for sea cucumber and provide annual data.

LOCATION OF WORK

Two offshore sea cucumber fishing areas on the St. Pierre Bank (3Ps).

OBJECTIVE:

The objective of this project is to conduct a sea cucumber ROV survey to obtain biomass estimates to be used in stock assessments.

SCOPE OF WORK:

The survey will involve steaming to predetermined offshore locations within the two sea cucumber fishing areas and deploy the ROV. The ROV will be deployed on the bow of the ship and will move ahead, followed by the vessel. The ROV will reach the seafloor and then follow predetermined transects, recording video and collecting samples along the way. As such, the vessel must be able to hold position and/or slowly follow the ROV throughout the entirety of the ROV's transects.

Prior to the start of the survey one or two DFO technicians will meet the vessel at a predetermined location to conduct a survey of the vessel including inspections of all gear, machinery, electrical and electronic systems, accommodations, working spaces, and any related equipment. Equipment and/or conditions deemed unsatisfactory must be rectified by owner prior to commencement of the survey or the contract will be cancelled.

One to two full work days prior to the start of the survey will be required to install and test the deployment of the ROV equipment aboard the vessel, during which time some transects may be completed nearshore. These days will be paid at the agreed upon survey day rate. Days between this installation and deployment and the start of the actual survey, if there are any, will not be paid.

The 2021 survey will be conducted after contract award through to August 31st, 2021 for 10 consecutive days (preferably August 11th to 20th, 2021). DFO technicians will be onboard the vessel to conduct the survey. The survey will be considered completed once all planned locations have been surveyed or the maximum number of sampling days has been reached.

The Contractor will provide a minimum of two (2) crew that will assist DFO Science technician(s) as needed with data collection and deployment/retrieval of scientific equipment.



All staff (DFO) and Contractor Crew must adhere to safe work procedures as outlined below under Appendix 1 - General Control Measures amid COVID 19 .

MINIMUM MANDATORY REQUIREMENTS FOR VESSEL AND GEAR

VESSEL REQUIREMENTS:

1. Operations will be conducted offshore within the two Sea Cucumber fishing areas in 3Ps.
2. The vessel is to be capable of conducting survey activities 12 hours per day.
3. The vessel is to be capable of remaining offshore and on station for the duration of the survey.
4. The vessel is to have potable fresh water, fuel, and provisioning endurance for up to 10 days.
5. The vessel is to meet all Government safety regulations for a vessel of its type, size and complement of crew and DFO scientific staff, including life boat, life jackets, immersion suits, life preservers and a first aid kit.
6. 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).
7. The vessel must be able to have the ROV topside SeaTrac beacon securely fixed 1.5 to 2 m below the surface and it not impeding the ships movement. (Can be fixed to a pole which will be securely fixed to the side of the vessel).

ACCOMMODATIONS AND STORAGE REQUIREMENTS:

1. Three meals a day are required.
2. Smoking will be allowed only in a designated location aboard the vessel and not in the area where DFO scientific staff eat, work or sleep.
3. The vessel shall be capable of sustained operations for of up to 10 days and therefore, is to have adequate stores and storage for fluids, including lubricating oil, waste oils, grey and black water, etc.

CREW REQUIREMENTS:

1. The Vessel Owner will provide a Captain and a minimum of three (3) crew members, 2 to assist DFO Science technician(s), as needed with data collection and deployment of scientific equipment. The Master and officers shall be duly certified in compliance with the Safe Manning Document.
2. The Vessel Crew will assist with lowering and bringing the ROV back on board the vessel. DFO staff will be responsible for piloting the ROV. There needs to be clear, quick communication between the ROV pilot and the vessel crew sailing the ship as to avoid damaging equipment such as the ROV cable.
3. Vessel crew members will have to undergo COVID-19 testing up to 3 days prior to the start of the trip. The Contractor will be responsible for getting the crew tested and will inform DFO that the mission is clear to proceed based on the results of the tests. DFO staff will also undergo their own COVID-19 testing and will inform the Contractor that the mission is clear to proceed based on the results of the tests.



GEAR REQUIREMENTS:

1. A location to securely attach a pole that will be used to lower the topside ROV SeaTrac beacon 1.5 – 2 m below sea level.
2. A work area protected from weather (e.g., wind, rain, sea spray), with direct access to the main deck and the dedicated 120V outlets. This space will be used for the computer which will be connected to the ROV controller, as well as battery chargers, printer, etc.. A cable will run to the deck where the ROV will be deployed.
3. The vessel must have a method for safely lowering and retrieving the ROV (26 kg) from the deck into the water (e.g. winch)
4. The fishing deck must be illuminated for work to be safely conducted during hours of darkness.
5. A deck hose and wash down pump must be available.
6. Vessel crew will be responsible for timely repair and replacement of gear should damage occur (not the ROV gear provided by DFO). All gear must be in good condition prior to the beginning of the survey.

CONTRACTOR OBLIGATION

The contractor will :

- Survey away from the wharf when weather and conditions permit, until the survey is complete. Daily surveying/fishing cruises will be completed on a 12-hour per day basis.
- Assist with the deployment of scientific equipment, where required by DFO staff.
- Directly coordinate with the ROV pilot during ROV operations, deployment, and retrieval.
- Coordinate with the scientist-in-charge for pre-survey preparation and daily planning.
- Provide stools/chairs for the DFO staff work area and on the bridge

DEPARTMENTAL SUPPORT

DFO will:

- Provide planned transects, with associated latitude/longitude coordinates and target depth range.
- Provide ROV with associated batteries, controller, cable, etc.
- Install/remove scientific equipment.
- Provide three (3) days' notice if the project is to be cancelled.

METHOD AND SOURCE OF ACCEPTANCE

Work will be deemed acceptable provided that stations are successfully surveyed every day possible (as weather allows) within the 10-day survey timeframe.

REPORTING REQUIREMENTS

The reporting requirements of this contract will be the responsibility of the Project Authority.

PROJECT MANAGEMENT CONTROL PROCEDURES

The individual identified in the proposal as the Project Authority shall: determine scheduling of sailing and landing dates, daily objectives to accomplish, all required ROV deployments and associated data collection on time and within budget. Progress will be discussed with the Contractor and work plan adjusted as weather or circumstances requires.

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.



LOCATION OF WORK, WORK SITE AND DELIVERY POINT

The work will be conducted onboard the contractor's vessel throughout the St. Pierre Bank (3Ps), Newfoundland. While the vessel might enter and/or cross the Exclusive Economic Zone (EEZ) of Saint Pierre and Miquelon, France, no survey sets will be conducted inside the boundaries of the French EEZ. The vessel must be willing to remain offshore and on station for the duration of the project (weather permitting). Note: If necessary to return to shore, ports will be determined by operational requirements.

LANGUAGE OF WORK

The language of work and deliverables is English

TRAVEL AND LIVING

All travel costs and living expenses for the Captain, Crew and vessel are the responsibility of the Contractor or Individual. DFO is not responsible for any travel costs or living expenses for the Captain or Crew of the contracted vessel.



APPENDIX 1 " GENERAL CONTROL MEASURES AMID COVID 19 ADDITIONAL PROCEDURES TO BE FOLLOWED FOR THE DURATION OF THE COVID-19 CRISIS

COVID-19 Requirements:

The regular survey procedures have been modified to reduce the risks of contracting or spreading COVID-19 with the aim of reducing contacts to the extent possible between crew members, and between the crew and the public. These procedures are based on the advice of local, provincial, and federal public health authorities, and will be revised, should public health authorities' recommendations be modified.

Total trip time, including pre and post-trip activities (preparation, equipment instillation and testing, etc.) may take up to four weeks to complete depending on vessel schedule, personnel availability, and weather conditions. It is understood that during the entire period, DFO staff and crew involved in the surveys must strictly follow the recommendations of local, provincial, and federal public health authorities.

- Avoid close contact with people who show any signs of illness.
- Practice physical distancing of 2 m (6 ft.) throughout the trip.
- Masks must be properly worn when physical distancing cannot be maintained.
- Everyone must practice hand hygiene: wash your hands with soap and water for at least 20 seconds or clean your hands often with an alcohol-based hand sanitizer that contains 60-95% alcohol.
- Cough and sneeze into your sleeve or tissue and not your hands. Wash or sanitize your hands and discard the tissue in the trash.
- Avoid touching your face, including eyes, nose, or mouth with unwashed hands or gloves.
- Avoid non-essential travel outside of Newfoundland and Labrador or Atlantic Bubble (if in place).
- People must monitor their own health.

In the event that a crew or DFO staff member develops COVID-19 symptoms (fever, cough, difficulty breathing) during deployment in the field,

- Crew and/or DFO Staff must immediately self-isolate.
- Must notify their supervisor as soon as possible.
- Must contact local health authorities (phone 811) and follow their advice.
- The Health authority's advice will have to be followed before the project can proceed.

1. Two weeks in advance of departure preparations:

The vessel operator will conduct a safety briefing to all DFO staff and crew members on COVID-19 risk assessment and safe work practices. Each crew member confirms receipt of the briefing and review and sign off of safe work practices relevant to them.

The vessel operator and crew and DFO staff will take individual measures to reduce the risk of contracting COVID-19 when not engaged in vessel work. These measures are:

- Stay at home unless it is otherwise necessary.
- Avoid having visitors in your home.
- Avoid group gatherings and public spaces with crowds.
- Maintain distance from other people of at least 2 m (6 ft.) which lessens the chances of catching COVID-19.
- Masks must be properly worn when physical distancing cannot be maintained.
- Use good hand hygiene practices often with soap and water for at least 20 seconds or use a 60-95% alcohol-based hand sanitizer if the hands are not visibly dirty and soap and water are not available.
- Use respiratory etiquette, cough, or sneeze into a tissue or the bend of the arm. Avoid touching your face.
- Clean and disinfect surfaces regularly.



- Self-monitor temperature to ensure it stays below 38°C as required by provincial health authority guidelines.
- They MUST follow all guidelines provided by provincial health authorities.

2. Boarding Restrictions

The vessel operator will limit entry onto the vessel to crew members, DFO staff, and required service personnel (fuel suppliers, repair mechanics and technicians). Service personnel are to be escorted at all times by a crew member designated by the vessel operator. Access to all other persons including observers, monitors, and family members, etc. will be denied.

The vessel operator will implement a pre-boarding screening of all individuals (in one-on-one sessions) prior to their boarding of the vessel. Prior to travelling to the vessel's port of call, DFO staff will pre-screen with the vessel operator either by email or phone.

Pre-boarding screening will consist of asking crew members, DFO staff, and service personnel the following questions:

- Do you have two or more of the following symptoms (new or worsening): fever (or signs of fever such as chills, sweats, muscle aches, and light-headedness), cough, headache, sore throat, and runny nose? The severity of symptoms can range from mild to severe.
- Have you been in contact with anyone over the past 14 days who exhibited symptoms of COVID-19?
- Have you been in close personal contact with anyone who has entered the province within the past 14 days?

Individuals who answer yes to any of the questions will not be permitted entry on the vessel and will be advised to go home and self-monitor and self-isolate as per public health recommendations outlined at www.gov.nl.ca/COVID-19.

Individuals with symptoms should complete the COVID-19 Self-Assessment Tool also available on the NL government website at <https://nl.thrive.health/covid19/en>. Persons with questions or concerns about self-isolation should call the Canadian Red Cross COVID-19 Help Line at 1 800 863-6582.

Crew members and DFO staff will complete a pre-boarding self-declaration form as part of the screening process.

3. Loading Preparation

The vessel operator will coordinate with the berth provider (small craft harbour, harbour authority, etc.) to ensure that a restricted area having a safe means of access to the vessel is provided for use only by:

1. Crew members and DFO staff for loading of gear, food, and supplies.
2. Fuel suppliers, repair mechanics and technicians.

The vessel operator will coordinate with other vessel operators to ensure that restricted areas around each vessel are maintained and enforced and there is limited interaction between crew members and/or DFO staff. Where interaction cannot be avoided, physical distancing requirements must be maintained. Physical distancing, the use of Personal Protective Equipment (PPE), and the use of disinfection and sanitization practices will be maintained while scientific equipment and personal effects are transferred from the motor vehicle(s) and to the vessel.

4. Physical Distancing

Crew and DFO staff are required to make conscious effort to minimize close contact with others. To do this, crew members and DFO staff should:

- Maintain a distance of 2 m (6 ft.) where possible.
- Avoid common greetings such as handshakes.
- Avoid handling each other's personal effects (hats, gloves, clothing, kit bags, etc.).
- Stow personal effects in individual areas rather than common locations.



5. Masks

Wearing a non-medical mask or facial covering (e.g., homemade cloth mask) in public spaces is an additional measure a crew member or DFO staff can take to protect others around them. It is another way of covering the mouth and nose to reduce the chance of respiratory droplets from contaminating others or preventing respiratory droplets from landing on surfaces. Wearing a non-medical mask is not a replacement for following proven measures such as handwashing and physical distancing. Masks should be worn in the event that physical distancing cannot be maintained during a task.

6. Personal Hygiene

Crew members and DFO staff are encouraged to practice personal hygiene to avoid contracting the virus by:

- Washing hands often with soap and water for at least 20 seconds, especially after going to the bathroom, touching dirty surfaces such as taps and doorknobs, when preparing food, before and after eating, after coughing and sneezing, handling contaminated waste, laundry, or whenever hands look dirty.
- Use 60-95% alcohol-based hand sanitizer if hands are not visibly dirty.
- Cleaning visibly, dirty surfaces before disinfecting.
- Using disposable towels to dry hands.
- Coughing or sneezing into a tissue or the bend of the arm, not the hand.
- Disposing of any tissues immediately in a lined waste basket and washing the hands afterwards.
- Avoiding touching the eyes, nose, or mouth with unwashed hands or gloves.
- Avoiding sharing of personal items.
- Avoiding sharing of phones, computers, and electronics unless they have been thoroughly cleaned. Refer to manufacturer recommendations before cleaning these items.

Prior to operations, confirmation will be made with the vessel operator that hand hygiene supplies are available onboard. DFO staff will also be advised to bring their own personal hygiene products.

7. Environmental Cleaning Practices

Crew Members will be responsible to increase the frequency of cleaning and disinfecting of high touch surfaces. Areas will be cleaned in the morning, after each use, and at night. Commonly touched surfaces will be cleaned frequently with regular household cleaning products or a diluted bleach solution (0.5% hypochlorite). Isopropyl alcohol (minimum 70% alcohol) is another effective disinfectant that has lower health risk than bleach, and less likely to damage surfaces. Some commonly touched surfaces include door handles and railings, cupboard doors, tables, appliances, electronics, steering systems, engine and hydraulic systems controls, washrooms, light switches, phones, gangways, bunks, etc.

The bathroom must be cleaned and disinfected frequently. It will be cleaned in the morning, after each use, and at night.

The vessel must also be thoroughly cleaned between trips by vessel crew members.

8. Meals and Food Handling

Meal Hours

- Mess access for snacks and seating is permitted outside of mealtimes, with physical distancing required.
- If the galley table does not allow for physical distancing of multiple persons, a maximum of 1 person will be permitted at a time for meals and coffee breaks.
- A meal schedule will be established by CO and PIC, to ensure proper distancing will be strictly adhered to.
- Cleaning and disinfection will be done between each sitting.
- Mess to only be used at mealtime and coffee breaks to avoid requirement of constant cleaning. No gathering during the day.
- Program work will be scheduled around meal schedules to ensure they are kept.



- All personnel are to adhere to and pay particular attention to physical distancing guidelines and proper hand hygiene, especially in the galley and food service areas
In order to minimize handling of shared food, dishes, and cutlery by crew members and DFO staff, they will:

- Remove shared food containers such as shared coffee cream dispensers, salt & pepper shakers, etc.).
- Not share food, eating utensils and beverage containers.
- Have one designated person involved in food preparation and dispensing food onto plates. (If due to dietary restrictions DFO staff do not have the option to eat meals prepared by vessel Crew Members, they may bring their own food and prepare their own meals when the galley/kitchen is not in use).
- Each DFO staff and Crew Members will use and wash their own cutlery and dishes to minimize handling of multiple sets of tableware.
- Use pre-packaged snacks.
- Bring their own bottled drinking water and use your own refillable water containers labelled with name.
- Practice good hand hygiene.
- Ensure that all food preparation table and counter surfaces are cleaned frequently.

9. Sleeping Accommodations

Separate sleeping accommodations should be provided for the three DFO Science Staff (e.g. a single cabin with two bunks and a single cabin with one bunk) or if not possible, a temporary barrier should be installed in the shared sleeping area to provide separation between bunks if possible (for staff of the same gender). Different cabins to be provided for DFO Science staff of different genders.

In double occupancy cabins, DFO staff shall follow (with the understanding that all DFO Science staff have received a negative COVID-19 test result);

DFO staff exercise as much as possible their ability to maintain physical distancing separation of 2 meters (6ft.), and duty of care to their cabin mate by.

Closing curtains when bunks are occupied.

Lying down head-to-toe on their individual bunks.

All personal belongings (clothes, electronics, food, etc.) are to be stored in your cabin.

All common touchpoints (door handles, washroom facilities, etc.) are to be disinfected after each use. It is recommended that you disinfect prior to use as well. Refer to Cleaning Checklist.

10. Conducting Sea Cucumber ROV Surveys

These surveys involve completing pre-determined random transects in offshore waters of NAFO Subdivision 3Ps for 12 hours per day, for up to 10 days. DFO Science staff will oversee the ship's track to ensure all transects are surveyed while also monitoring video and environmental data collected by the ROV via computers. Video will be recorded along the predetermined transect by the ROV piloted by a DFO staff. Another DFO Science staff will be monitoring the data being collected via the field computer. Finally, another DFO Science staff will be manning the ROV tether cable with the assistance of a crew member to ensure that any excess tether is free from any moving vessel parts that could potentially cause damage. DFO Science staff will remain on the bridge during their 12 hour shifts, except when assisting with ROV activities on deck, eating/taking breaks in the mess (alone), and accessing the washroom.

A designated area will be assigned on the bridge for exclusive use by DFO Science staff, with chairs/stools, computer equipment and necessary office supplies (notepads, pencils, etc.). All potential touchpoints will be thoroughly disinfected upon arriving to, and leaving the area. DFO staff will have their own field clothing (raingear, boots, etc.) and PPE which will be stored in a location assigned solely to them when not in use.

11. Unloading Preparations

The vessel operator will coordinate with the berth provider (small craft harbour, harbour authority, etc.) to ensure a restricted area that has a safe means of access to the vessel is provided for use only by:

1. Crew members and DFO staff for unloading of gear, food, and supplies.



2. Fuel suppliers, repair mechanics and technicians.

The vessel operator will coordinate with other vessel operators to ensure that restricted areas around each vessel are maintained and enforced, and there is limited interaction between crew members and DFO staff. Where interaction cannot be avoided, physical distancing requirements must be maintained. Physical distancing, the use of PPE, and the use of disinfection and sanitization practices will be maintained while scientific equipment and personal effects are transferred from the vessel to the motor vehicle(s). The SWP for the use of DFO motor vehicles will be followed when transporting between the vessel's port of call and St. John's.

12. Crew Members who Become Ill at Sea

Prior to sailing, crew members and DFO staff will be prepared for emergencies and complete emergency drills. Crew members and DFO staff should notify the vessel operator immediately if they start to feel ill with symptoms of COVID-19 and contact the 811 Health Line for guidance. Based on the condition of the ill personnel and the presenting signs and symptoms, the vessel operator will follow their emergency response plan and implement the necessary plan of action to return the crew member or DFO staff to shore. Whenever possible, measures should be taken to isolate the ill personnel from the rest of the crew to decrease the person-to-person transmission of the virus. When doing this:

- Isolate the ill personnel where possible to their sleeping quarters, monitor and provide food, water, tissues and other necessary supplies. If needed, an alternate location outside of the sleeping quarters will be provided for the second person in the cabin such that it will be possible to maintain physical distancing overnight.
- Clean and disinfect shared accommodations and bathrooms frequently. Areas will be cleaned in the morning, after each use, and at night.
- Place laundry, bedding, and towels used by the ill personnel in a waste bag and stored securely away from other people.
- Take measures when it is not possible to isolate ill personnel who have COVID-19 symptoms so that the distance is at least 2 m (6 ft.) between the ill individual and those that are well.
- Wear gloves and change them frequently.
- Avoid touching face
- Use of a mask by ill individuals may act as a barrier and helps stop the tiny droplets from spreading during coughing or sneezing.
- Masks should not be touched or handled during use.
- If the mask gets wet or dirty with secretions, it must be changed immediately.
- Discard the mask in a household waste bag after use.
- Wash and dry the hands after removal of the mask.

13. Reaching Shore When a Crew Member Has COVID-19 Symptoms

Upon reaching shore, ill personnel who are experiencing symptoms of COVID-19 should do the following:

- Go immediately home, monitor symptoms, and self-isolate.
- Complete the COVID-19 Self-Assessment available on the NL government website at www.gov.nl.ca/COVID-19 to help determine if testing for COVID-19 may be necessary.

Crew members and DFO staff who were in close person-to-person contact with the ill individual and are experiencing COVID-19 like symptoms may have been potentially exposed to the virus. Crew members and DFO staff in this situation should follow the same practices as outlined above, as directed by the health authorities.



ANNEX “B” BASIS OF PAYMENT

The Contractor will be paid all-inclusive rates as follows, for work performed in accordance with the Annex “A” Statement of work. Customs, duties are included and Applicable Taxes are extra.

Firm Contract Period : from Contract award to July 31, 2022

No.	Description:	All-inclusive survey daily rate A	Number of days (2 of prework and 10 at sea) B	Extended Price (AxB)
1	All-inclusive rate to provide the services listed in Annex A – Statement of Work	\$ _____	12	\$ _____
Total Evaluated Price (Excluding Taxes)				\$ _____
Taxes				\$ _____
Total Including Taxes				\$ _____

Option period 1: August 1, 2022 to July 31, 2023

No.	Description:	All-inclusive survey daily rate A	Number of days (2 of prework and 10 at sea) B	Extended Price (AxB)
1	All-inclusive rate to provide the services listed in Annex A – Statement of Work	\$ _____	12	\$ _____
Total Evaluated Price (Excluding Taxes)				\$ _____
Taxes				\$ _____
Total Including Taxes				\$ _____



Option period 2: August 1, 2023 to July 31, 2024

No.	Description:	All-inclusive survey daily rate A	Number of days (2 of prework and 10 at sea) B	Extended Price (AxB)
1	All-inclusive rate to provide the services listed in Annex A – Statement of Work	\$ _____	12	\$ _____
Total Evaluated Price (Excluding Taxes)				\$ _____
Taxes				\$ _____
Total Including Taxes				\$ _____

(Below will be removed at Contract award)
Each project will be evaluated as follows:

Firm period: \$ _____ (excluding taxes)
 + Option year 1: \$ _____ (excluding taxes)
 + Option year 2: \$ _____ (excluding taxes)
 = Total (firm period + Option year 1 + Option year 2)
 \$ _____ (excluding taxes)

Notes: The submissions must include all the functioning and operating costs of the vessel personnel, vessel maintenance and repair costs, and fuel.



ANNEX "C" INSURANCE CONDITIONS

Marine Liability Insurance

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

For the province of Quebec, send to:

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



For other provinces and territories, send to:

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

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



ANNEX "D" EVALUATION CRITERIA

MANDATORY REQUIREMENTS

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

It is mandatory that the following information be provided by the Bidder:

To demonstrate experience, the Bidder shall cite specific examples from their work history. For the purposes of this proposal, "experience" shall infer that the Captain and/or crew member provided by the bidder have gained this experience while performing a task or duty in which the experience criterion was the primary focus of the work conducted. **The Bidder must include the start and end dates including months and years and where the experience was obtained, for at least the minimum number of years requested.**

A vessel inspection may take place after bid closing of those vessels having met the Mandatory Criteria.

The Bidder must include the following table in their proposal and providing the proposal page number or section that contains information to verify that the criteria has been met.

No.	Mandatory Criteria	Proposal page #
Mandatory Vessel Criteria		
M1	The Bidder must submit a copy of the ship's plan and layout. The plan <u>must</u> highlight: <ul style="list-style-type: none"> - Locations of accommodations for three DFO staff members; - Locations of shower and toilet facilities; - Smoke detector locations; - Designated outdoor smoking area outside of DFO staff accommodations; - Designated storage area for DFO equipment; - 120 VAC, 15 amp circuits/plugs that can be made available to DFO for continuous use (24 hours) 	
M2	The Bidder must submit with their bid submission: <ul style="list-style-type: none"> - Most recent safety inspection certificate; - Transport Canada Vessel Registration; - Safe Manning Document. 	
M3	The vessel must have smoke detectors installed. This must be demonstrated through picture(s) and displayed on the ship's plan.	
Mandatory Equipment Requirement		
M4	The vessel must have a diesel generator in the engine room with electrical generation capacity to supply continuous (24 hour) reliable AC power for DFO Science staff instrumentation (e.g. computer, printer, ROV)	



	<p>controller, and charging station for ROV batteries) via dedicated 120 VAC, 60HZ, 15 Amp circuits/outlets, in addition to regular sailing operations.</p> <p>Demonstrate through picture(s) and on displayed on the ship's plan.</p>	
M5	<p>The vessel must have a location to securely attach a pole that will be used to lower the topside ROV SeaTrac beacon 1.5 – 2 m below sea level.</p> <p>Demonstrate through picture(s) and displayed on the ship's plan.</p>	
M6	<p>The vessel must be able to hold position and/or slowly follow the ROV throughout the entirety of the ROV's transects, while the ROV is collecting video data.</p> <p>Demonstrated through picture(s) and displayed on the ship's plan.</p>	
M7	<p>The vessel must have a method for safely lowering and retrieving the ROV (26 kg) from the deck into the water (i.e. winch)</p> <p>This must be demonstrated through picture(s)</p>	
M8	<p>The bidder must provide pictures of the safety equipment and the amounts of each including life boat(s), life jackets, immersion suits, life preservers and a first aid kit(s).</p> <p>This must be demonstrated on the ship's plan.</p>	
Mandatory Accommodations and Storage Criteria		
M9	<p>The vessel must accommodate three DFO staff (either male and/or female).</p> <p>The Bidder is required to identify these accommodations on the ship's plans, including illustrating its suitability for the carriage of both genders (genders in separate cabins).</p>	
M10	<p>The vessel must have a minimum of one (1) shower and one (1) toilet in a private area including the availability of hot running water.</p> <p>This must be demonstrated through the ship's plan.</p>	
M11	<p>The vessel must have a storage/work area with the following criteria, demonstrated through the ship's plan:</p> <ul style="list-style-type: none"> - Have at least 8m² in a single area for storing scientific equipment, packing boxes, spares, etc. 	



	<ul style="list-style-type: none">- Have 5 dedicated 120 VAC, 60 HZ, 15 amp circuits/plugs available for continually powering the scientific equipment (24 hours a day). The circuit must run directly from the generator/switchboard to a duplex receptacle located in the work area and the circuit must have its own fuse or breaker.- A work area would which includes a dry space for an ROV computer, with direct access to the deck where the ROV will be deployed. Space must be protected from weather.- Must be protected from weather.	
Mandatory Experience		
M12	<p>The proposed Captain must have 5 years vessel operator experience in the last 10 years (2011-2020).</p> <p>Experience must be demonstrated through a resume.</p>	