

**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).

<b>Title / Titre</b> Vessel Charter – Scientific mission in the Gulf of St. Lawrence		<b>Date</b> April 11, 2022
<b>Solicitation No. / N° de l'invitation</b> 30002152A		
<b>Client Reference No. / No. de référence du client(e)</b> 30002152		
<b>Solicitation Closes / L'invitation prend fin</b> <b>At / à :</b> 14 :00 ADT (Atlantic Daylight Time) / HAA (Heure Avancée de l'Atlantique) <b>On / le :</b> April 19, 2022		
<b>F.O.B. / F.A.B.</b> Destination	<b>Taxes</b> See herein — Voir ci-inclus	<b>Duty / Droits</b> See herein — Voir ci-inclus
<b>Destination of Goods and Services / Destinations des biens et services</b> See herein — Voir ci-inclus		
<b>Instructions</b> See herein — Voir ci-inclus		
<b>Address Inquiries to : / Adresser toute demande de renseignements à :</b> Denise Chessie – Senior Contracting Specialist <b>Email / Courriel:</b> <a href="mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca">DFOtenders-soumissionsMPO@dfo-mpo.gc.ca</a>		
<b>Delivery Required / Livraison exigée</b> See herein — Voir en ceci	<b>Delivery Offered / Livraison proposée</b>	
<b>Vendor Name, Address and Representative / Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur</b>		
<b>Telephone No. / No. de téléphone</b>	<b>Facsimile No. / No. de télécopieur</b>	
<b>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)</b>		
<b>Signature</b>	<b>Date</b>	

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**This bid solicitation cancels and supersedes previous bid solicitation number 30002152 dated February 18, 2022 with a closing of March 10, 2022 at 14:00 AST. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.**

## **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, by telephone or in person.

### **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 four (4) 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 Quebec.

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 Technical Criteria**

Refer to Annex "E" for details

#### **4.1.2 Financial Evaluation**

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

### **4.2 Basis of Selection**

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

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum points specified for criterion number C5 (5 pts), for criterion number C6 (5 pts) and for criterion C7 (3pts) for the technical evaluation, and
  - d. obtain the required minimum of 40 points overall for the technical evaluation criteria which are subject to point rating.  
The rating is performed on a scale of 135 points.
2. Bids not meeting (a) or (b) or (c) and (d) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70 % for the technical merit and 30 % for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70 %.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30 %.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.



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 70/30 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

<b>Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)</b>				
		<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>		115/135	89/135	92/135
<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
	<b>Pricing Score</b>	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30$
<b>Combined Rating</b>		84.18	73.15	77.70
<b>Overall Rating</b>		<b>1st</b>	<b>3rd</b>	<b>2nd</b>

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## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

### 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 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](#)

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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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Signatory

### 5.1.3 Contractor's Representative

The Contractor's Representative for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_

### 5.1.4 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:  
\_\_\_\_\_

### 5.1.5 Status and Availability of Resources

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

### 5.1.6 Education and Experience

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

### **5.1.7 Electronic Payment Instruments**

The Bidder accepts any of the following Electronic Payment Instrument(s):

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

**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

## **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) (<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](#) (2021-12-02), 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 contract award to Sept. 30, 2022. Project work will be performed during the period of June 25, 2022 to September 30, 2022.

Optional contract period #1 – October 1, 2022 to September 30, 2023 with project work to be performed during the period of May through September of 2023.

Optional contract period #2 - October 1, 2023 to September 30, 2024 with project work to be performed during the period of May through September of 2024.

Optional contract period #3 - October 1, 2024 to September 30, 2025 with project work to be performed during the period of May through September of 2025.

#### **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 three (3) additional one 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 fifteen (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: Denise Chessie  
Title: Senior 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](mailto: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: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
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**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price according to number of days at sea and days at wharf, as specified in Annex B for a cost of \$ \_\_\_\_\_ *(to be inserted at Contract award)*. Customs duties are included, and Applicable Taxes are extra.

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

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.

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 Price**

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

### **6.7.3 Method of Payment - 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@DFO-MPO.gc.ca](mailto:DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca)  
CC: AP Coder *(inserted at contract award)*



## **6.9 Certifications and Additional Information**

### **6.9.1 Compliance**

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

### **6.10 Applicable Laws**

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

### **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](#) (2021-12-02), 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 G1001C (2013-11-06)**

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 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

#### **6.14 Dispute Resolution**

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

#### **6.15 Licensing**

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

## ANNEX "A"

### STATEMENT OF WORK

#### 1. Scope

##### 1.1. Title

Vessel charter and crew to carry out scientific missions in the marine refuges for coral and sponge in the Gulf of St. Lawrence.

##### 1.2. Introduction

Fisheries and Oceans Canada (DFO) requires a scientific research Vessel and the accompanying crew to carry out research surveys in marine refuges for coral and sponge refuges in the Gulf of St. Lawrence (<https://www.dfo-mpo.gc.ca/oceans/ceccsr-cerceef/egsl-eng.html>). The surveys carried out will support the establishment of ecological monitoring of these conservation areas by collecting data on the benthic environment. Specifically, a research Vessel is required with the ability to collect oceanographic data, benthic data, and use various underwater imaging equipment for a period of up to 13 consecutive days between June 25 and September 30, 2022.

##### 1.3. Context

The Science branch of Fisheries and Oceans Canada, in Mont-Joli, in the province of Quebec (DFO Quebec), CANADA, needs the full services of a chartered research Vessel (Vessel and crew) to carrying out scientific missions to monitor marine refuges for coral and sponge in the summer of 2022 with the possibility of renewal in the following 3 years. Marine refuges for coral and sponge are conservation areas designated in 2017 and DFO need to implement ecological monitoring linked to conservation objectives. It is necessary to carry out scientific missions to collect data on the benthic environment of these areas to support the development of monitoring.

##### 1.4. Objectives

The main objective of the mission is the collection of data on the benthic habitat and organisms of marine refuges for coral and sponge in the Gulf of St. Lawrence. Data collection will be carried out using various techniques and equipment:

- Collection of oceanographic data using a CTD-rosette system;
- Collection of underwater imagery data using a benthic imagery sled and a drop camera system;
- Collecting videos using baited camera systems;
- Collection of sediment and infauna samples using a grab or a box corer.
- Collection of opportunistic bathymetric data.

The study area includes the 11 marine refuges for coral and sponge located in the northern Gulf of St. Lawrence (see figures APPENDIX 1 of Annex A). To survey marine refuges for coral and sponge, DFO needs a scientific research Vessel that can stay at sea for at least 13 consecutive days, can conduct science operations 24/7, accommodate at least 11 scientists and is equipped to tow the benthic imagery sled and to launch and retrieve scientific instruments, such as the rosette, the drop camera system, a grab, a box corer and the baited camera system (see figures APPENDIX 1 of Annex A).

## 2. Requirements

### 2.1. Tasks, Activities, Deliverables and Milestones

The Statement of Work outlines all requirements that a Research Vessel needs to include to be considered capable of completing the scientific program as detailed.

Main tasks to be performed

Using the equipment provided and under the direction of the DFO Chief Scientist, in sea conditions permitting the safe use of the equipment (maximum Beaufort Sea state 4-5), the Vessel must be fully equipped and staffed to:

1. Perform deployments of the 450 kg benthic imagery sled (transect) using a winch behind the Vessel:
  - The sled must be lifted off the bridge using the winch and deployed in the water with the A-frame then put back on the bridge at the end of the transect.
  - The deployment is done at a speed of 1 knot towed on the bottom, lasting 15 to 30 minutes at depths between 150 m to 450 m, in a straight line and parallel to the isobaths;
  - Throughout the operation, the crew must ensure that the sled does not hit the Vessel and undergo as little acceleration as possible;
2. Deploy the CTD-rosette to perform complete profiles of the water column (up to 500 m) (fixe station). The rosette is used to make profiles of the water column (CTD data) and to take water samples;
3. Deploy the drop camera system (45 kg), at depths up to 500 m using a winch behind the Vessel or to the side, maintain a fixed position for at least 3 minutes before retrieving the system (fixe station);
4. Deploy a grab (Smith-McIntyre) and/or a box corer (approximately 100 kg) at depths up to 500 m to collect sediment and infauna samples (fixe station);
5. Deploy and recover baited camera systems left a few hours on the bottom with a pot hauler.

### 2.2. Basic Vessel requirements

The Vessel must meet the following requirements:

- The Vessel must be equipped for continuous operations for a period of up to 13 days (e.g., endurance range of Vessel, provisions, water making system, etc.).
- The Vessel must be able to accommodate a minimum of 11 scientific personnel (individual consisting of both genders) for the duration of the mission. This includes:
  - provide sleeping accommodations including sheets, blankets, pillows and towels (minimum of 11 berths and max of 4 person/cabin);
  - provide a minimum of 3 on-board balanced meals per day, (meal times will be coordinated with the Chief Scientist) and;
  - provide drinking water, toilets, sinks, showers and hot water.
- The Vessel must provide sufficient fresh potable water for the Vessel and the personal use (including showers and laundry) for the Vessel's crew and additional scientific staff for all of the indicated autonomy days.
- The Vessel must have a washer and dryer in working order and accessible to scientific staff.
- The Vessel must be equipped with sufficient life-saving equipment for crew and scientific personnel and must provide immersion suits and life jackets approved by Transport Canada and

in good condition for all personnel on board.

- The Vessel must maintain first aid supplies appropriate for an industrial working environment
- The Vessel must be equipped with a satellite communication system capable of communicating reliably with the coast. The scientific staff must be able to have access to an Internet service during the mission and in particular the Chief Scientist.
- The Survey Vessel must provide a secure means for staff to access the Vessel. A gangway is needed if the Vessel is secured to a wharf.

### **2.3. Mandatory requirements for carrying out scientific activities**

The Vessel must meet the following requirements:

- The Vessel must have an A-Frame for the safe deployment and towing of the benthic imagery sled behind the Vessel.
- The Vessel must be equipped with a winch and sufficient steel cable to be able to tow the benthic imagery sled (450 kg) efficiently and safely up to a depth of 500 meters. The contractor will be responsible for the cost of replacing any cables lost or damaged during a survey. The cable must be in good condition and be marked as to its length. The cable should be accurately marked before the start of a survey.
- The Vessel must have a winch that can be used with the A-Frame or side crane to deploy the 45 kg drop camera system and the grab or box corer (between 50 kg and 100 kg).
- The Vessel must be equipped with a launching and recovery system for the oceanographic CTD-rosette provided by DFO (approximately 100 kg). This system should include the following:
  - a winch with a minimum of 650 m of mono-conductor electromechanical cable;
  - a marine crane or A-frame to launch and recover the CTD-rosette, and;
  - a dedicated work space on the working deck for handling the rosette before launching and for sampling water bottles upon its recovery.
- The Vessel must be equipped with a recovery system for baited cameras similar to the recovery of crab pots (pot hauler).
- The Vessel must have a space on the working deck of at least 40 m<sup>2</sup> for operations and for the storage of imaging equipment (benthic sled, drop system, baited systems).
- A space on the deck must also be available to install a sorting table for infauna (4 m<sup>2</sup>) with a sea water hose.
- The Vessel must have a heated indoor laboratory space for sample processing (for a minimum total area of 20 m<sup>2</sup>), which must include the following:
  - bench space for two workstations required for the extraction and preparation of water samples;
  - a minimum of two (2) sinks in the laboratory area: one sink with a freshwater supply and one sink with a seawater supply. The sinks must have the ability to dispose of seawater.
- The ship must include a dry indoor laboratory space for the management and storage of imaging equipment (cameras, camera ports, batteries, etc.) (for a minimum total area of 20 m<sup>2</sup>), which must include the following:
  - At least three 110 VAC power outlets for the installation of computers and peripherals supplied by DFO and connection to the Vessel's GPS;
  - Sufficient space to accommodate four workstations including chairs and counter space of at least 30 square feet.
- The Vessel must have sufficient dry space to accommodate a DFO supplied -80 °C freezer

(95x70x170cm; 120V; 15A).

- The Vessel must provide a -40 ° C freezer with 12 ft<sup>3</sup> of storage space for samples and baits.
- The Vessel must have a compliant hood for chemical handling, a safe storage space for these products and an emergency shower.
- The Vessel must provide adequate lighting on the deck to allow the handling of scientific equipment and the recovery of samples at any time.
- The Vessel must be equipped with GPS to provide real-time positioning data (NMEA) that can be recorded by a DFO computer. The Vessel should also be equipped with a computer to record the locations of fixed stations and to map transects made with the benthic imagery sled during a survey. The Contractor must provide an electronic copy of the data to DFO upon completion of the survey.

#### **2.4. Ownership of Intellectual Property**

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

### **3. DFO's Obligations**

To support the success of this mission, DFO and its partners will provide the following personnel, equipment and mission planning information:

- DFO will provide the services of 11 scientists for the survey and the name of the project leader (Chief Scientist) will be communicated at the time of contract award;
- The Chief Scientist will be responsible for the implementation of the mission plan, compliance with the terms of the contract and the conduct and performance of the scientific staff on board the Vessel.
- Before the start of the contract, the Chief Scientist shall submit a provisional mission plan including:
  - the dates and times of departure and the point of departure;
  - the expected time at sea;
  - the dates and times of arrival and the (planned) destination;
  - the planned cruise itinerary, with the location of all stations and an indication of the area covered by the survey;
  - the statement of all scientific activities to be carried out;
  - a list of all hazardous materials and all scientific equipment that must be carried on board.
- DFO will provide the sampling instruments necessary for the program:
  - rosette;
  - benthic imagery sled;
  - drop camera system;
  - baited camera systems, baits, cables and marker balloons;
  - grab and / or box corer;
  - if necessary, electric winches;
  - as needed: freezer at -80 ° C (3 ft x 2 ft x 2 ft, 120 V, 15 A).

### **4. Contractor's Obligations**

Vessel and Crew:

- The Vessel and crew must be available for the full period of the contract.
- All members of the Vessel's crew and the Captain must be able to carry out scientific operations as described in this document.
- Crew will be expected to assist with the loading and unloading of science equipment as required (e.g. shipboard crane operations, manual lifting if necessary, etc.).
- Crew will be expected to deploy/recover and/or assist with the deployment/recovery of oceanographic measurement devices (i.e. rosette) and sea sampling equipment (nets) according to information provided by the Chief Scientist.
- Crew will be expected to provide a French familiarization tour of the ship for scientific personnel and inform them of safety equipment and procedures. This includes reviewing safety procedures and equipment (e.g., firefighting and self-contained breathing apparatus, life rafts, immersion suits, personal flotation devices, first aid supplies), specify muster stations in the event of fire, abandon ship or any other emergency and conduct an emergency ship drill.
- Crew will be expected to assist with the installation of scientific equipment on board the Vessel (e.g. winch).
- The crew need to ensure the safety of equipment and personnel throughout the duration of the contract and provide safe working areas on the ship.
- The contractor must comply with all federal and provincial / territorial laws regarding occupational health and safety.
- A technician provided by the Vessel must be available at all times to troubleshoot, repair and maintain the equipment supplied by the Vessel (mechanical and electronic). The technician(s) must assure good communication with DFO Chief Scientists during the term of the contract.
- The crew will be expected to accommodate two 12-hour science staff shifts which will be determined by the Chief Scientist. Crew deckhand(s) must be available to operate winches and cranes during each science staff shift.
- Upon acceptance of the contract, a meeting between representatives of the Vessel and DFO Science will be held to discuss details relating to the survey. The Survey Vessel's manager(s) and the Captain participating in the surveys are all required to attend the meeting to review the mission plan in detail.
- The Vessel and crew is expected to be able to stay at sea for a period of up to 13 consecutive days.

## **5. Location of Work, Work site and Delivery Point**

The study area includes the waters of the northern Gulf of St. Lawrence, from the western tip of Anticosti Island to the eastern tip, in the Honguedo Strait and in the Jacques-Cartier Strait as well as in the Laurentian Channel northeast of the Magdalen Islands (see map Appendix 1 of Annex "A").

## **6. Language of Work**

Verbal and written communications with the DFO's representative will mostly be in French, at an Advanced level. The Captain and the crew can communicate in English or French, but part of the crew must be able to communicate in French and be available at each 12-hour shift in order to ensure adequate communication with the scientific staff. If the Captain speaks only English, there must be a minimum of one officer that can speak French at an Advanced level.

Legend	Oral	Comprehension	Written
<b>Basic</b>	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> <li>• ask and answer simple questions;</li> <li>• give simple instructions; and</li> <li>• give uncomplicated directions relating to routine work situations.</li> </ul>	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> <li>• fully understand very simple texts;</li> <li>• grasp the main idea of texts about familiar topics; and</li> <li>• read and understand elementary points of information such as dates, numbers, or names from relatively more complex texts to perform routine job-related tasks.</li> </ul>	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> <li>• write isolated words, phrases, simple statements or questions on very familiar topics using words of time, place or person.</li> </ul>
<b>Intermediate</b>	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> <li>• sustain a conversation on concrete topics; report on actions taken;</li> <li>• give straightforward instructions to employees; and</li> <li>• provide factual descriptions and explanations.</li> </ul>	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> <li>• grasp the main idea of most work-related texts;</li> <li>• identify specific details; and</li> <li>• distinguish main from subsidiary ideas.</li> </ul>	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> <li>• deal with explicit information on work-related topics since they have sufficient mastery of grammar and vocabulary.</li> </ul>
<b>Advanced</b>	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> <li>• support opinions; and understand and express hypothetical and conditional ideas</li> </ul>	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> <li>• understand most complex details, inferences and fine points of meaning; and</li> <li>• have a good comprehension of specialized or less familiar material.</li> </ul>	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> <li>• write texts where ideas are developed and presented in a coherent manner.</li> </ul>



## **7. Travel and Living**

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

## **8. Project Schedule**

The detailed schedule will be determined by the Chief Scientist and the Captain of the Vessel. Mobilization and demobilization will take place at the port of Rimouski, Quebec, CANADA (2 days) and represent at least two half days. The exact dates and times of mobilization, departure, arrival and demobilization will be determined in consultation with the Vessel operator at the time of contract award.

## Appendix 1 of Annex "A": Figures relevant to requirements

### List of figures

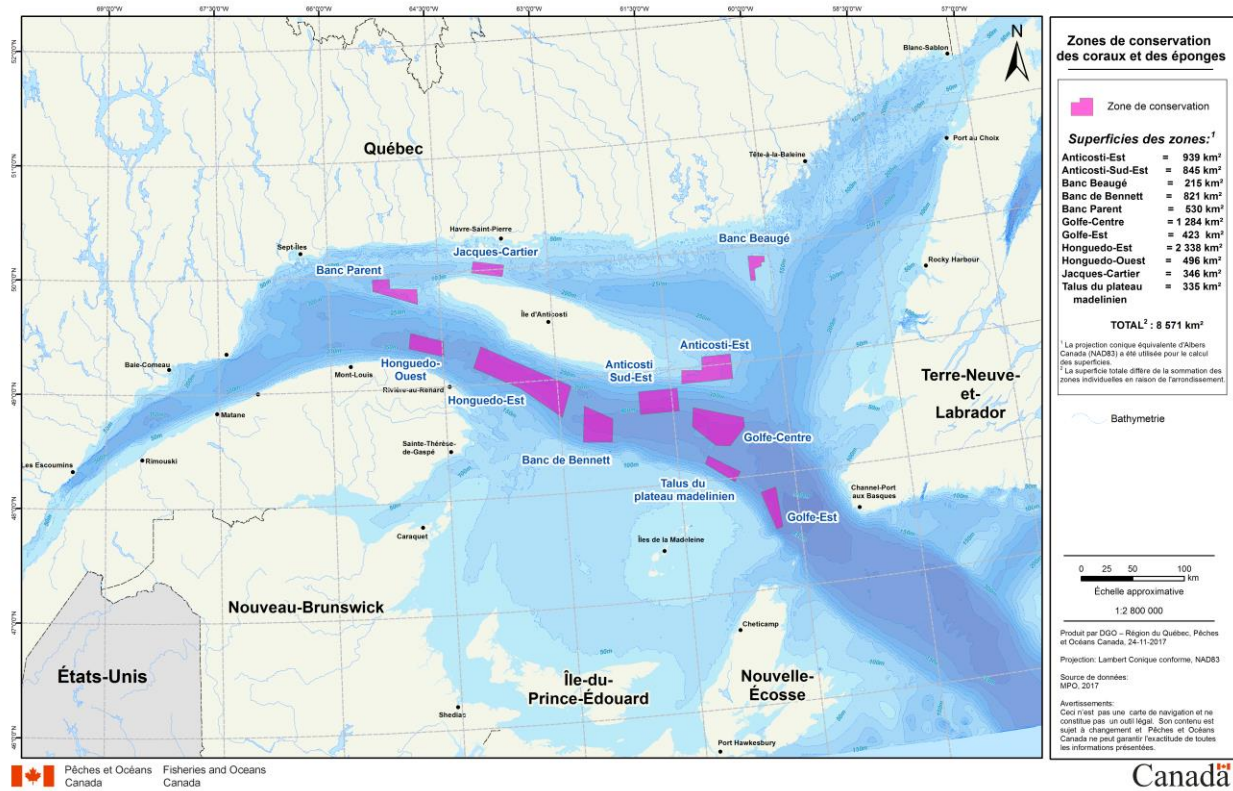
Figure 1: Maps of coral and sponge marine refuges in the Gulf of St. Lawrence

Figure 2: Benthic Imagery Sled

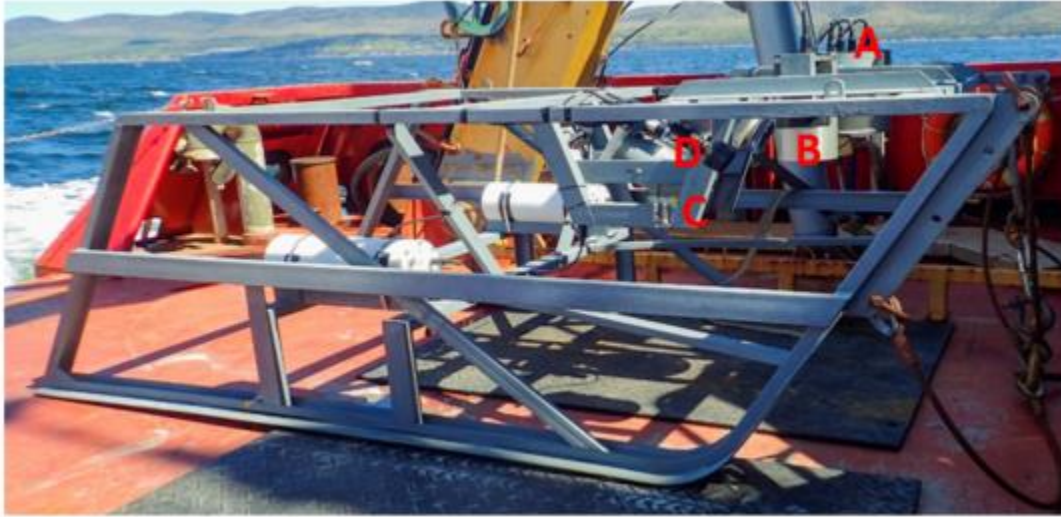
Figure 3: Drop Camera System

Figure 4: Baited Camera System

**Figure 1 : Maps of coral and sponge marine refuges in the Gulf of St. Lawrence**



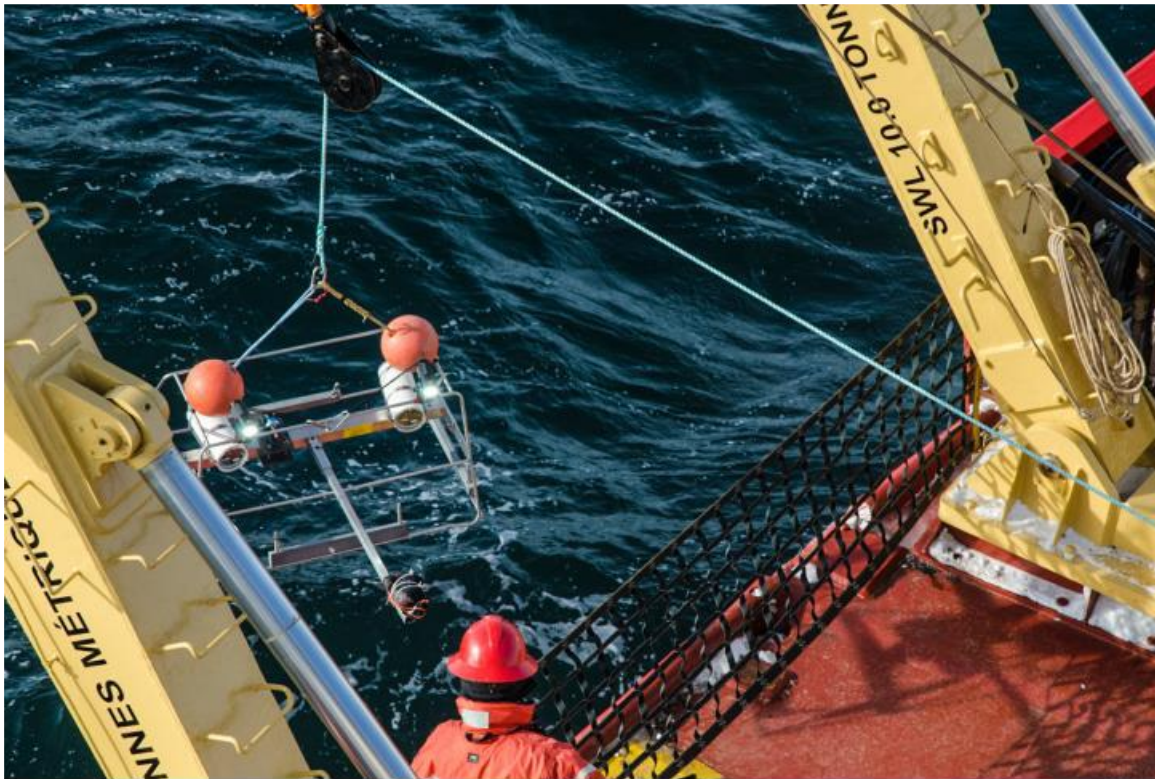
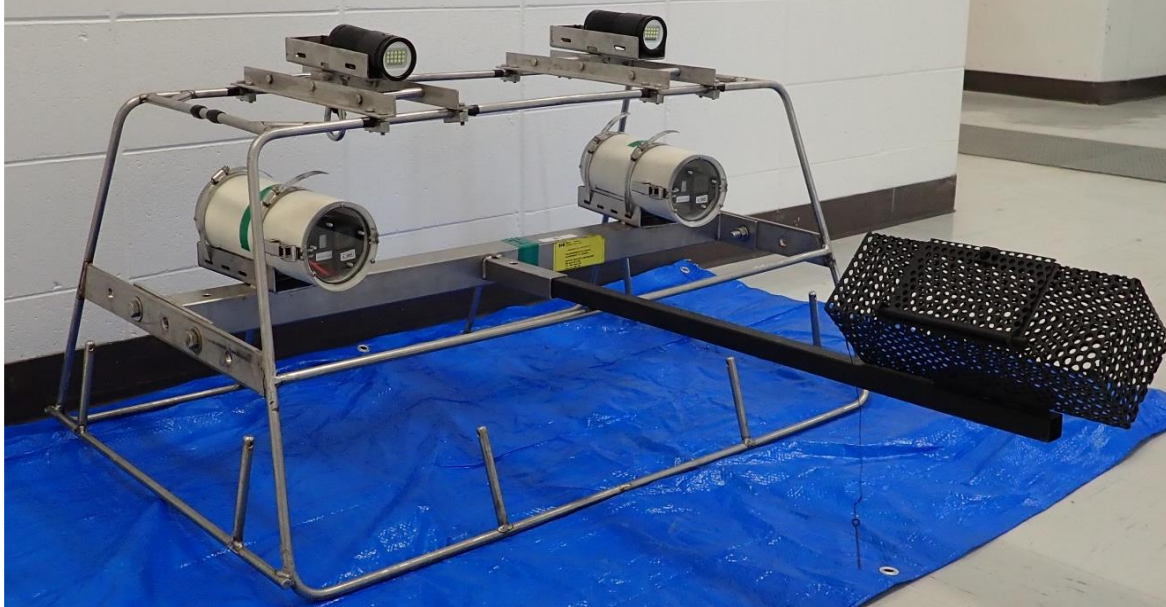
**Figure 2 : Benthic Imagery Sled**



**Figure 3 : Drop Camera System**



**Figure 4 : Baited Camera System**



## ANNEX "B" BASIS OF PAYMENT

Total of 13 days, which includes 11 contiguous days at sea between June 25 and September 30, 2022, half a day for loading equipment at the beginning of the survey and half a day for offloading at the end. At the discretion of DFO, additional days may be requested in order to achieve the survey objectives. Additional days would be at the same rate as described in the agreement.

The bid must specify the **price per day at sea and per day at wharf**. The contractor will be paid according to the number of days at sea which includes transit, loading, unloading, mobilization and demobilization, and days at wharf due to the weather.

Days spent at a wharf because of mechanical problems of the vessel will not be considered as days at sea or days spent at the wharf. They cannot be charged. Any hours required for repair of DFO-supplied equipment will count as fully paid. Contractor is responsible for all costs associated with all port calls and docking/wharf fees.

The **firm per diem price per day** at sea day must include all costs associated with conducting the work including but not limited to:

- Freight and vessel operations
- Crew wages
- Meals for crew and DFO personnel
- Fresh/potable water
- Sampling logistic
- Oil
- Vessel insurance
- Maintenance and repairs
- Contract administration
- Equipment leasing
- Communications
- Satellite internet services at the minimum amount specified in Annex A

### FUEL

Fuel will be charged at NO MARK UP. Contractor will submit receipt(s) for fuel with their invoice. Contractor will be reimbursed for fuel usage during the entire mission (days at sea and at wharf) based on submitted receipt(s).

If no rates are proposed for Option Periods 1, 2 or 3, the rates provided for the Initial Period will be used for the Option Period(s).

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

Captain(s) Name(s): \_\_\_\_\_

<b>Initial Contract Period</b>			
<b>From Date of award to September 30, 2022</b>			
<b>Work performed between June 25<sup>th</sup>, 2022 and September 30<sup>th</sup>, 2022</b>			
Requirement	Estimated number of days (A)	Firm per diem price per day (B)	Total (excluding taxes) (AXB = C)
Day at sea	11 contiguous days at sea	\$ _____	\$ _____
Day at wharf (calibration, loading, off loading)	2 days	\$ _____	\$ _____
Day at wharf due to bad weather	TBD	\$ _____	\$ _____
<b>Initial Period - Total Estimated Cost (excluding taxes)</b>			\$ _____

*The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.*

Option Years:

<b>Option Period #1</b>			
<b>October 1<sup>th</sup>, 2022 to September 30<sup>th</sup>, 2023</b>			
<b>Work performed between May and September 2023</b>			
Requirement	Estimated number of days (A)	Firm per diem price per day (B)	Total (excluding taxes) (AXB = C)
Day at sea	11 contiguous days at sea	\$ _____	\$ _____
Day at wharf (calibration, loading, off loading)	2 days	\$ _____	\$ _____
Day at wharf due to bad weather	TBD	\$ _____	\$ _____
<b>Option Year #1 - Total Estimated Cost (excluding taxes)</b>			\$ _____

<b>Option Period #2</b> <b>October 1<sup>th</sup>, 2023 to September 30<sup>th</sup>, 2024</b> <b>Work performed between May and September 2024</b>			
<b>Requirement</b>	<b>Estimated number of days (A)</b>	<b>Firm per diem price per day (B)</b>	<b>Total (excluding taxes) (AXB = C)</b>
Day at sea	11 contiguous days at sea	\$ _____	\$ _____
Day at wharf (calibration, loading, off loading)	2 days	\$ _____	\$ _____
Day at wharf due to bad weather	TBD	\$ _____	\$ _____
<b>Option Year #2 - Total Estimated Cost (excluding taxes)</b>			\$ _____

<b>Option Period #3</b> <b>October 1<sup>th</sup>, 2024 to September 30<sup>th</sup>, 2025</b> <b>Work performed between May and September 2025</b>			
<b>Requirement</b>	<b>Estimated number of days (A)</b>	<b>Firm per diem price per day (B)</b>	<b>Total (excluding taxes) (AXB = C)</b>
Day at sea	11 contiguous days at sea	\$ _____	\$ _____
Day at wharf (calibration, loading, off loading)	2 days	\$ _____	\$ _____
Day at wharf due to bad weather	TBD	\$ _____	\$ _____
<b>Option Year #3 - Total Estimated Cost (excluding taxes)</b>			\$ _____

<b>Total Price for Evaluation Purposes Only</b>	
Initial Period - Total Estimated Cost	\$ _____
Option Period #1 - Total Estimated Cost	\$ _____
Option Period #2 - Total Estimated Cost	\$ _____
Option Period #3 - Total Estimated Cost	\$ _____
<b>Total Financial Bid(Excluding taxes)</b>	<b>\$ _____</b>

## 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.

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**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

#### General

1. Bidder must provide evidence of the Contractor's suitability and vessel's capability to meet all mandatory requirements. Copies of all relevant certificates must be included with the Bidder's bid as evidence. References to certificates (for example, in the curriculum vitae) are not considered proof, as they cannot be substantiated.
2. Bidders must provide sufficient detail to clearly demonstrate how they meet each mandatory and rated requirement below. Bidders are advised that only the list of experience without providing supporting data and information to describe responsibilities, functions and suitability to requirements, will not be considered "demonstrated" for the purposes of this evaluation.
3. Bids which meet the mandatory criteria will be evaluated and scored in accordance with the point-rated criteria.
4. DFO reserves the right to inspect the vessel prior to awarding a contract.

#### Mandatory evaluated criteria

Each bid will be evaluated in accordance with the mandatory evaluation criteria as detailed herein based on the requirements listed in sections 2.2, 2.3 and 2.4. A bid must meet all mandatory technical evaluation criteria to be declared responsive. Bids not meeting all of the mandatory technical evaluation criteria will be given no further consideration. Bidder must indicate where in the proposal the information can be found.

**Bidders must clearly address each criterion in *sufficient depth* to permit a complete analysis and assessment by the evaluation team.**

Criteria #	MANDATORY CRITERIA	Cross-reference to the proposal	Meets the criteria Yes / No
	<b>Vessel Certification and Documentation</b>		
<b>M1</b>	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.		
<b>M2</b>	The Bidder must provide proof (copies of certificates) that all crew members have valid Marine Emergency Duty (MED) A1 certificates OR Standard for Training, Certification and Watchkeeping (STCW Basic Safety).		
<b>M3</b>	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.		
	<b>Vessel Particulars</b>		
<b>M4</b>	The Bidder must clearly demonstrate, by providing a written statement, that the Vessel is equipped for continuous operations for a period of up to 13 days (e.g., endurance range of Vessel, provisions, water making system, etc.).		

<b>M5</b>	The Bidder must clearly demonstrate that the Captain and one officer, can communicate fluently in French, at an Advanced Level, and are available on each 12-hour shift in order to ensure adequate communication with scientific staff.		
<b>M6</b>	The Bidder must clearly demonstrate, by providing a written statement, that the Vessel can accommodate a minimum of 11 scientific personnel (individuals consisting of both genders) for the duration of the mission. This includes: <ul style="list-style-type: none"> <li>• provide sleeping accommodations (minimum of 11 berths and max of 4 person/cabin);</li> <li>• provide a minimum of 3 on-board meals per day;</li> <li>• provide drinking water, toilets, sinks, showers and hot water;</li> <li>• provide access to a washer and dryer.</li> <li>• provide first aid supplies appropriate for an industrial work environment;</li> <li>• provide a secure means for scientific staff to access the vessel.</li> </ul>		
<b>M7</b>	The Bidder must clearly demonstrate, by providing a written statement, that the Vessel is equipped with a LAunch and Recovery System (LARS) for the DFO supplied oceanographic CTD-Rosette package (approx. 100kg). The LARS would consist in: <ul style="list-style-type: none"> <li>• a winch with a minimum of 650 m of mono-conductor electromechanical cable;</li> <li>• a marine crane or A-frame to launch and recover the CTD-Rosette package, and;</li> <li>• a dedicated work space on the working deck for handling the rosette before launching and for sampling water bottles upon its recovery.</li> </ul>		
<b>M8</b>	The Bidder must clearly demonstrate, by providing a written statement, that the Vessel is equipped with a launching and towing system for safe deployment of the benthic imagery sled. This system should include the following: <ul style="list-style-type: none"> <li>• a A-frame to launch and tow the sled;</li> <li>• a winch with sufficient steel cable to be able to tow the benthic imagery sled (450 kg) efficiently and safely up to a depth of 500 meters</li> </ul>		
<b>M9</b>	The Bidder must demonstrate, by providing a written statement, that the vessel can do transect at a speed of 1 knot over the bottom, lasting 15 to 30 minutes at depths of 150 m to 450 m, in a straight line and parallel to isobaths.		
<b>M10</b>	The Bidder must clearly demonstrate, by providing a written statement, that the Vessel is equipped with a system allowing the launching of the drop camera system and the grab/box corer. This system should include the following: <ul style="list-style-type: none"> <li>• a winch that can be used with the A-Frame or a side crane to deploy the 45 kg drop camera system and the grab or box corer (between 50 kg and 100 kg)</li> </ul>		

<b>M11</b>	The Bidder must clearly demonstrate, by providing a written statement, that the Vessel is equipped with a recovery system for baited cameras similar to the recovery of crab pots (pot hauler).		
<b>M12</b>	The Bidder must clearly demonstrate, by providing a written statement, that the Vessel can provide a minimum working deck space of 40m <sup>2</sup> to allow the various operations to take place and the storage of equipment. This includes: <ul style="list-style-type: none"> <li>• a space on the deck to install a sorting table for the infauna (4 m<sup>2</sup>) with access to a sea water hose.</li> <li>• adequate lighting on the deck to allow the handling of scientific equipment and the recovery of samples at any time.</li> </ul>		
<b>M13</b>	The Bidder must clearly demonstrate, by providing a written statement, that a crew is available for the two 12-hour shifts to perform all scientific operations and the handling of equipment (crane, winch, towing, etc.). Operations must be able to be carried out continuously in a safe manner with the appropriate crew members.  * the Bidder must provide an unconditional and valid copy of the vessel's Transport Canada certificate <u>Minimum Safe Manning Document – Convention</u> .		
<b>M14</b>	The Bidder must clearly demonstrate, by providing a written statement, that the Vessel is equipped with interior laboratory space for sample processing with a total minimum area of 20 m <sup>2</sup> and have: <ul style="list-style-type: none"> <li>• bench space to accommodate water sample extraction/preparation;</li> <li>• a minimum of two (2) sinks in the laboratory area: one sink with a freshwater supply and one sink with a seawater supply. The sinks must have the ability to dispose of seawater.</li> <li>• a compliant hood for chemical manipulations, a safe storage space for these products and an emergency shower.</li> </ul>		
<b>M15</b>	The Bidder must clearly demonstrate, by providing a written statement, that the Vessel has a dry indoor laboratory space for the management and storage of imaging equipment (cameras, camera ports, batteries, etc.) (for a minimum total area of 20 m <sup>2</sup> ), which must include this following : <ul style="list-style-type: none"> <li>• at least three 110 VAC power outlets for the installation of computers and peripherals supplied by DFO;</li> <li>• connection to the ship's GPS;</li> <li>• sufficient space to accommodate four workstations including chairs and counter space of at least 30 square feet.</li> </ul>		

<b>M16</b>	<p>The Bidder must demonstrate, by providing a written statement, that the Vessel is equipped with:</p> <ul style="list-style-type: none"> <li>• a -40 °C freezer providing 12 pi3 of storage space for samples and baits.</li> <li>• sufficient dry space to accommodate a DFO supplied - 80 °C freezer (95x70x170cm; 120V; 15A);</li> </ul>		
<b>M17</b>	<p>The Bidder must clearly demonstrate, by providing a written statement, that the Vessel can provide real-time GPS positioning data (NMEA) that can be recorded by a DFO computer and is also equipped with a computer to record the locations of fixed stations and to map the transects carried out.</p>		

LANGUAGE PROFICIENCY GRID			
Legend	Oral	Comprehension	Written
<b>Basic</b>	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> <li>• Ask and answer simple questions;</li> <li>• Give simple instructions; and</li> <li>• Give uncomplicated directions relating to routine work situations.</li> </ul>	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> <li>• Fully understand very simple texts;</li> <li>• Grasp the main idea of texts about familiar topics; and</li> <li>• Read and understand elementary points of information such as dates, numbers, or names from relatively more complex texts to perform routine job-related tasks.</li> </ul>	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> <li>• Write isolated words, phrases, simple statements or questions on very familiar topics using words of time, place or person.</li> </ul>
<b>Intermediate</b>	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> <li>• Sustain a conversation on concrete topics; report on actions taken;</li> <li>• Give straightforward instructions to employees; and</li> <li>• Provide factual descriptions and explanations.</li> </ul>	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> <li>• Grasp the main idea of most work-related texts;</li> <li>• Identify specific details; and</li> <li>• Distinguish main from subsidiary ideas.</li> </ul>	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> <li>• Deal with explicit information on work-related topics since they have sufficient mastery of grammar and vocabulary.</li> </ul>
<b>Advanced</b>	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> <li>• Support opinions; and understand and express hypothetical and conditional ideas</li> </ul>	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> <li>• Understand most complex details, inferences and fine points of meaning; and</li> <li>• Have a good comprehension of specialized or less familiar material.</li> </ul>	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> <li>• Write texts where ideas are developed and presented in a coherent manner.</li> </ul>

**Language Requirement**

**Captain: Advanced Level**

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

Signature: \_\_\_\_\_

**Officer: Advanced Level**

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

Signature: \_\_\_\_\_

**Crew #1: Advanced Level**

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

Signature: \_\_\_\_\_

**Crew #2: Advanced Level**

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

Signature: \_\_\_\_\_



### Rated criteria

Offers which meet all of the mandatory criteria will then be evaluated and scored based on what is indicated in the table below. The Bidder should indicate where in the proposal the information can be found.

**Bidders must clearly address each criterion in *sufficient depth* to permit a complete analysis and assessment by the evaluation team.**

Criteria n°	RATED CRITERIA	Evaluation Grid	Minimum number of Points required	Cross-reference to the proposal
C1	The Vessel has satellite internet service available to all scientific staff during the contract period:  Demonstrate by providing a written statement.	<ul style="list-style-type: none"> <li>Available in the Chief Scientist's cabin and the dry lab. (10 points)</li> <li>Accessible to all scientific staff in there cabin and dry lab. (15 points)</li> </ul>	n/a	
C2	The priority working language is French. More than just the Captain and one officer can fluently speak French in the crew.  See Language Requirements above	<ul style="list-style-type: none"> <li>The Captain AND two officers speak fluent French. (15 points)</li> <li>The captain, two officers AND at least 2 other crew members speak fluent French. (20 points)</li> </ul>	n/a	
C3	The Vessel has sufficient dry space for the storage of DFO equipment and sample boxes: minimum dimensions required 10 x [4 ft x 4 ft x 4 ft].  Demonstrate by providing a written statement.	<ul style="list-style-type: none"> <li>minimum dimensions required 10 x [4 ft x 4 ft x 4 ft]. (10 points)</li> </ul>	n/a	
C4	The vessel provides a -80 ° C freezer of over 3 ft3.  Demonstrate by providing a written statement.	<ul style="list-style-type: none"> <li>10 points</li> </ul>	n/a	
C5	Bidder to provide details on their recent experience (up to 5 years) with conducting towing operations for scientific operations or fishing (e.g., list of missions, dates, approximate number of casts, cruise reports/summaries).	<ul style="list-style-type: none"> <li>Experience in the last 12-24 months: 15 points</li> <li>Experience in the last 25-60 months: 5 points</li> <li>Experience in both periods above: 20 points</li> </ul>	5	

<b>C6</b>	Bidder to provide details on their recent experience (up to 5 years) with conducting CTD-Rosette operations (e.g., list of missions, dates, approximate number of casts, cruise reports/summaries).	<ul style="list-style-type: none"> <li>• Experience in the last 12-24 months: 15 points</li> <li>• Experience in the last 25-60 months: 5 points</li> <li>• Experience in both periods above: 20 points</li> </ul>	5	
<b>C7</b>	Bidder to provide details on their recent experience (up to 5 years) with conducting scientific operations with a grad, a box-corer, or other gear for collecting sediment (e.g., list of missions, dates, approximate number of casts, cruise reports/summaries).	<ul style="list-style-type: none"> <li>• Experience in the last 12-24 months: 7 points</li> <li>• Experience in the last 25-60 months: 3 points</li> <li>• Experience in both periods above: 10 points</li> </ul>	3	
<b>C8</b>	The Bidder can provide a complete USBL positioning system calibrated during the 2022 season to allow the monitoring of the position of the benthic sled on the bottom. Data can be recorded and transferred to the Chief Scientist.  Demonstrate by providing a written statement.	<ul style="list-style-type: none"> <li>• 15 points</li> </ul>	n/a	
<b>C9</b>	The Bidder has the possibility of providing the services of an AUV for the collection of data on the seabed (multibeam, backscatter, side scan).  Demonstrate by providing a written statement.	<ul style="list-style-type: none"> <li>• 15 points</li> </ul>	n/a	
<b>Total</b>			/135	40/135